FRANCHISE DISCLOSURE DOCUMENT

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

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

The total investment necessary to begin operation of a Store ranges from $285,631 ~~-~~to $804,856, which includes $63,000 to $129,000 that must be paid to the franchisor or affiliate.

If you are acquiring development rights, we require a commitment to develop at least two Stores. If you sign a Development Agreement, you will pay us a development fee in the amount of $5,000 for each Store that you agree to develop under that agreement, which will be credited toward your initial franchise fees, as described in this disclosure document. ~~Therefore, the~~If you sign a Development Agreement under our 2025 Royalty Incentive Program, you will pay us the full initial franchise fee for each Store that you agree to develop under that Development Agreement. The total investment necessary to begin operation of a franchised Marco's Pizza Store under a two-store Development Agreement is from $290,631 - $809,856. This includes $68,000 to $134,000 that must be paid to the franchisor or affiliate(s).

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

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

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

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

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

Issuance Date: April 27, 2024, as amended March 12, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and the area development agreement require you to resolve disputes with the franchisor by mediation and/or litigation only in Ohio. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Ohio than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

MICHIGAN NOTICE

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

(a) A prohibition against you joining an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver or estoppel which would deprive you of rights and protections provided under the Michigan Franchise Investment Law. This does not preclude you, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits the franchisor to terminate your franchise prior to the expiration of its term except for good cause. Good cause includes your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits the franchisor to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration, of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This provision applies only if:

(i) The term of the franchise is less than five years; and

(ii) You are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or if you do not receive at least six months' advance notice of the franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew the franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This provision does not require a renewal provision in the Franchise Agreement or other agreement.

(f) A provision requiring that arbitration or litigation be conducted outside of Michigan. This does not preclude you from entering into an agreement, at the time of the arbitration, to conduct arbitration at a location outside of Michigan.

(g) A provision that permits the franchisor to refuse to permit a transfer of ownership of the franchise, except for good cause. This provision does not prevent the franchisor from exercising a right of first refusal to purchase the franchise. Good cause includes, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonably qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to the franchisor items that are not uniquely identified with the franchisor. This does not prohibit a provision that grants the franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does it prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in (c), above.

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions concerning this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

(ii) Additionally, the following applies to offers in Michigan:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE MEDIATION SECTION OF OUR AGREEMENTS.

FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS

ITEM 1	THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	5
ITEM 3	LITIGATION	7
ITEM 4	BANKRUPTCY	~~11~~10
ITEM 5	INITIAL FEES	~~11~~10
ITEM 6	OTHER FEES	~~15~~14
ITEM 7	~~YOUR~~ ESTIMATED INITIAL INVESTMENT	26
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	~~32~~31
ITEM 9	FRANCHISEE'S OBLIGATIONS	~~38~~37
ITEM 10	FINANCING	~~40~~39
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	~~40~~39
ITEM 12	TERRITORY	62
ITEM 13	TRADEMARKS	66
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	68
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	69
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	71
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	72
ITEM 18	PUBLIC FIGURES	77
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATION	77
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	~~82~~84
ITEM 21	FINANCIAL STATEMENTS	~~98~~103
ITEM 22	CONTRACTS	~~98~~104
ITEM 23	RECEIPTS	~~98~~104

State Specific Addenda

Exhibits:

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

	Debits)		

ITEM 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, ("Marco's", "us", "our" or "we") means Marco's Franchising, LLC, the franchisor. "You" means the person or legal entity who buys the franchise. If you are a corporation, partnership, or limited liability company, certain provisions of this Disclosure Document also apply to your owners and will be noted.

We are an Ohio limited liability company. We maintain our principal place of business at 5252 Monroe Street, Toledo, Ohio 43623. We do not maintain sales offices at any location other than our principal place of business. We do business under the names Marco's® and Marco's Pizza®.

We engage in only one line of business: the offering of Marco's Pizza Stores through the Franchise Agreement and the Development Agreement (described below). This disclosure document contains information for the offer of Store franchises, and the terms of the Franchise Agreement and Development Agreement.

We have offered franchises for Stores since January 2004. We previously offered franchises for Area Representative Businesses. We do not currently offer franchises in any other line of business.

We do not operate businesses of the type described in this disclosure document, but our affiliates operate 36 Stores in Ohio, 1 Store in Idaho, 1 Store in Michigan and 1 Store in Florida.

A list of our agents for service of process is attached as Exhibit B to this Disclosure Document.

Our Parent and Predecessors

We are a direct wholly-owned subsidiary of Marco's Pizza Holdings, LLC ("MPH"), a Delaware limited liability company, which was formed on May 25, 2017. MPH formed a wholly-owned subsidiary, Boise Marco's, LLC, which currently owns one Store and will own other Stores in Idaho. MPH maintains its principal place of business at 6597 Nicholas Blvd., Cap Ferrat, PH 11, Naples, Florida 34108.

We were founded by Pasquale Giammarco (the "Founder"), who currently operates 14 Stores in Ohio. The Founder also owns the right to develop additional Stores in: (a) Lucas County, Ohio (and within 7 miles of Lucas County); (b) a portion of Lorain County, Ohio; and (c) Collier County, Florida (and within 10 miles of Collier County). The Founder currently operates 1 Store in Collier County, Florida.

Our Affiliates

MP Marks, LLC ("MP MARKS"), a Delaware limited liability company, is the affiliate of our parent entity MPH by virtue of common ownership and was formed on November 12, 2015. MP MARKS maintains its principal place of business at 6597 Nicholas Blvd, Cap Ferrat, PH 11, Naples, Florida 34108. On December 28, 2015, MP MARKS acquired all ownership and rights to intellectual property held by Marco's, and each of the domestic and international registrations for our trademarks, service marks, logos, trade names, and associated goodwill. By agreement between MP MARKS and Marco's, MP MARKS licenses those trademarks, service marks, trade names and logos to us for use in the Marco's Pizza system, which we further license to you, other franchisees and others, including vendors and suppliers to the System (defined below).

Marco's National Advertising Fund, Inc. ("MNAF"), a Florida non-profit corporation which maintains its principal place of business at 6597 Nicholas Blvd, Cap Ferrat, PH 11, Naples, Florida 34108, is affiliated with us for the administration of the collections and expenditures of the National Advertising Fund. See Item 11. We also provide services to MNAF relating to the administration of those advertising funds.

Marco's Advertising Funds, Inc. ("MADF"), a Florida non-profit corporation which maintains its principal place of business at 6597 Nicholas Blvd, Cap Ferrat, PH 11, Naples, Florida 34108, is affiliated with us for the administration of the collections and expenditures of the Regional Advertising Funds, the Brand Launch funds, and other contributions by franchisees specifically for conducting marketing activities for the System and on the franchisees' behalf. See Item 11. We also provide services to MADF relating to the administration of those advertising funds.

MP AR Resources, LLC ("MPAR") is a Delaware limited liability company which maintains its principal place of business at 6597 Nicholas Blvd, Cap Ferrat, PH 11, Naples, Florida 34108. MPAR serves as an Area Representative to some franchisees in select markets, providing them with franchisee support for new store development and operation of their franchised stores.

Marco's Pizza Distribution, LLC ("MPD") is affiliated with us by virtue of common ownership, but we do not own any part of the company. MPD was formed on March 23, 2009, to distribute food, packaging, equipment, cleaning and maintenance supplies to Marco's Pizza stores in the Ohio, Michigan and Indiana area. Certain of our executives, including our co-CEO, John Butorac, serve in executive roles with MPD. John Butorac also indirectly owns an interest in MPD through a trust. MPD is headquartered at 1435B Holland Rd., Maumee, Ohio 43537.

Marco's Technology Services, LLC ("MTS") is a Delaware limited liability company wholly owned by MPH and maintains its principal place of business at 6597 Nicholas Blvd., Cap Ferrat, PH 11, Naples, Florida 34108. MTS provides certain technology-related products and services to us and our franchisees for use in the System. See Item 11. We provide administrative and other management services to MTS.

The Marco's Pizza Foundation ("MPF") is a Delaware corporation, which maintains its principal place of business at 5252 Monroe St., 2nd Floor, Toledo, OH 43623. It was organized to exclusively operate for charitable purposes and is designated under the Internal Revenue Code as a 501(c)(3) charitable organization. MPF focuses on school and education, hunger prevention and nutrition, workforce development and entrepreneurship, raising funds to support the communities that Marco's Pizza serves.

With the exception of MPD, MPH, MP MARKS, MNAF, MADF, MTS, and MPAR, all of our affiliates are based at 5252 Monroe Street, Toledo, Ohio 43623. None of our affiliates have ever offered franchises for sale.

Except as described above, neither we nor any affiliate, has ever engaged in, or offered franchises in, any other lines of business.

The Franchise Offered

Marco's Pizza Stores are characterized by our system (the "System"). Some of the features of the System include specially-developed equipment, equipment layouts, signage, distinctive interior and exterior design and accessories; products; procedures for operations; quality and uniformity of products and services offered; procedures for management and inventory control; training and assistance; and advertising and promotional programs. We may periodically change and improve the System to conform to our needs and business goals.

Marco's Pizza Stores operate in a building that bears our trade dress (interior, exterior, or both). A Marco's Pizza Store makes and sells various sizes and recipes of pizza for carryout, delivery, in-store dining, and catering. Stores also sell, to a much lesser extent, secondary products such as beverages, salads, CheezyBread, hot and cold sandwiches, Pizzolis, chicken wings, and desserts, (together, all of these items are referred to as the "Approved Products and Services"). Depending on your situation, you may not be required to sell these secondary products (for example, if the landlord does not permit you to offer the entire range of Approved Products and Services; we will work with you to make mutually-acceptable adaptations to your list of offerings). Stores are required to offer both customer pick-up, delivery service, catering and may be authorized to offer fast casual type dine-in services.

We offer franchises for MARCO'S PIZZA stores (each a "Store"), which offer pizza and other menu items primarily for takeout and delivery. A MARCO'S PIZZA Store typically occupies 1,200 to 1,600 square feet of commercial space. You will operate the Store at a location that we have authorized, and that is designed and decorated to meet our operational and image specifications (including the use of our trade dress, trademark, and design).

You must operate your Store in accordance with our standards and procedures, which we will provide in printed or digital format materials, including our Confidential Operating Manuals (the "Manual"). We will lend you an electronic copy of the Manual for the duration of the Franchise Agreement. In addition, we will grant you the right to

use our marks, including the mark "Marco's Pizza" and any other trade names and marks that we designate in writing for use with the System (the "Marks").

Franchise Agreement. We offer qualified persons and legal entities that wish to establish and operate a Store (a "Franchisee") the right to enter into a franchise agreement ("Franchise Agreement"). Under a Franchise Agreement, we will grant you the right to operate a Store at a location authorized by us (the "Permitted Location"), and you will accept the obligation to operate that Store in full compliance under the terms of the Franchise Agreement. Our current form of Franchise Agreement is attached to this Disclosure Document as Exhibit E.

Development Agreement. We offer to certain qualified persons and legal entities (a "Developer") the right to develop an agreed-upon number of Stores within a specific geographic area ("Development Area") under our Development Agreement (the "Development Agreement"). Under a Development Agreement, you will be required to establish an agreed-upon number of Stores within the Development Area, at specific locations authorized by us (to be specified in separate Franchise Agreements) as explained below. An important part of the Development Agreement is a development schedule (also called a "Development Schedule"), which establishes the number of Stores that you must have open and operating by certain established dates. You must meet our multi-unit development criteria and receive prior approval from us for each Store within the Development Area prior to its development. When you begin developing a Store, you will sign the form of franchise agreement that we are offering to new franchisees at that time, which may be materially different from, and have different terms than, the form of franchise agreement attached to the Disclosure Document as Exhibit E. Our current form of Development Agreement is attached to this Disclosure Document as Exhibit D.

Area Representative Business. In some areas, we utilize a relationship with parties known as Area Representatives within a defined territory. For those areas, our Area Representatives will solicit, screen, and evaluate prospective franchisees, and train, support and service franchisees who have entered into a Franchise Agreement with us. Area Representatives provide training and assistance to our franchisees in some areas of the country.

We offer area representative franchise opportunities under a separate disclosure document.

Test Concepts. Some franchisees may be granted the opportunity to participate in test programs for non-traditional unit concepts being evaluated by us. Our test programs currently include an opportunity to offer delivery services associated with an online ordering system or mobile application where orders are fulfilled from a commercial or shared-use kitchen. Such opportunities are by invitation only based on several factors, including but not limited to the franchisee's geographic location, overall business experience, operating experience within the Marco's Pizza system, and available capitalization/funding resources.

Competition. Stores compete with locally-owned businesses, as well as with national and regional chains that offer pizza carryout and delivery services and related products, and which may compete with the products offered at a Store. Pizza restaurants compete aggressively based on many factors, such as price, service, store location, product quality, and store promotions and marketing programs.

Industry-Specific Regulations. We know of no trade or license regulations that specifically affect only the pizza industry apart from other segments of the food service industry. However, you will be required to comply with the FDA nutrition and calorie labeling rule regarding the posting of calorie information for pizza and other food items on menus, menu boards, and for online ordering as well. You will also need to comply with FTC rules regarding any local store marketing, and comply with other regulations such as Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN SPAM Act) with respect to any consumer solicitations (e.g., text, phone or email) and various privacy laws that may apply to your business. You will also be required to maintain compliance with Payment Card Industry Data Security Standards (PCI DSS) related to the processing of credit card payments at your store location. You also must comply with all local, state, and federal laws that apply to your restaurant operations, including, for example, health, sanitation, non-smoking, EEOC, OSHA, discrimination, labor and employment, FLSA, and sexual harassment laws. The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. For example, you must obtain real estate permits (e.g., zoning), real estate licenses, and operational licenses. There are also regulations that pertain to sanitation, menu labeling requirements, food preparation, food handling, and food service. Employees may need food-handler licenses. Many municipalities regulate the use of restaurant grease traps for cooking and require special sewer hook-ups for restaurants. Regulations vary widely from place to place, and you will have to comply with all applicable federal, state, and local laws and regulations in connection with the operation of your restaurant. You should consult with your attorney concerning those and other local laws and ordinances that may affect your restaurant's operation.

ITEM 2
BUSINESS EXPERIENCE

Manager and Co-Chief Executive Officer: John (Jack) A. Butorac, Jr.

John A. Butorac, Jr. has been our Co-Chief Executive Officer since January 2021. He previously served as our Chief Executive Officer from April 2014 to December 2020, and as our President from January 2004 to April 2014. He is also our sole "manager", as that term is used in the Ohio limited liability company statutes. Mr. Butorac also serves as President and CEO of each of our affiliates.

Co-Chief Executive Officer and President: Anthony (Tony) Libardi

Tony Libardi has been our Co-Chief Executive Officer and President since January 2021, and previously served as our President and Chief Operating Officer from December 2017 to December 2020. Mr. Libardi was previously our Executive Vice President of Operations and Chief Operating Officer from October 2016 to December 2017. Mr. Libardi is also a Board Member of The Marco's Pizza Foundation.

Executive Vice President and Chief Financial Officer: Jeffrey Rager

Jeffrey Rager was our Vice President and Chief Financial Officer since February 2019 until June 13, 2022, when he was promoted to his current position. From July 2014 to February 2019, he was the Chief Financial Officer for Granite City Food & Brewery, Inc. in Minneapolis, Minnesota.

Executive Vice President and Chief ~~of Operations~~Operating Officer: ~~Tim Brown~~

~~Tim Brown has been our Vice President and Chief Operations Officer since January 2020. He has also been a Marco's Area Representative under TEB Management, LLC, located in Arrington, Tennessee since August 2008 and TNT Development, LLC, located in Arrington, Tennessee since March 2014. He was promoted to his current position on August 23, 2021. Tim Brown is also the Vice President of Slice of Support.~~

~~Executive Vice President and Chief Operating Officer:~~ John Meyers

John has been with Marco's since January, 2020, serving as Vice President of Finance and Business Intelligence. He was promoted to Senior Vice President of Finance and Business Intelligence in 2022, and was promoted to Executive Vice President and Chief Operating Officer in March, 2024. Prior to joining Marco's, John was the Senior Manager of Marketing Analytics for The Walt Disney Company in Orlando, Florida from March of 2015 through January of 2020.

Executive Vice President and Chief Growth Officer: Stephen Seyferth

Stephen Seyferth has been our Chief Experience Officer since December 2019. He was our Vice President/Chief Marketing Officer from March 2017 to December 2019. He was promoted to Executive Vice President and Chief Experience Officer on September 20, 2022. In April 2023, he became our Chief Growth Officer.

Senior Vice President and Chief Development Officer: Gerardo Flores

Gerardo Flores has been our Sr. Vice President and Chief Development Officer since September 2022. From January 2022 to September 2022, he served as the Vice President of Real Estate for Tropical Smoothie Cafe in Atlanta, Georgia. From March 2012 to October 2021 he served as the Vice President of Real Estate for Jersey Mike's Subs in Manasquan, New Jersey.

Senior Vice President and Chief People Officer: Roderick Sanders

Roderick Sanders has been our Vice President and Chief Performance Officer since December 2019. He was promoted to his current position on January 1, 2022. He was our Vice President of Talent Management from February 2018 to December 2019, and previously served as our Senior Director of Learning and Development from January 2015 to February 2018. Roderick Sanders is also the Vice President of The Marco's Pizza Foundation.

Vice President of Franchisee Relations: Marie Brown

Marie Brown became Vice President of Franchisee Relations and Marketing Planning in July 2020 and has served in her current position since May 31, 2021. She previously served as our Vice President of Field Marketing from February 2019 to July 2020.

Senior Vice President ~~of Corporate~~ and Chief Legal Counsel: Kristin Corcoran

Kristin Corcoran has been our Senior Vice President and Chief Legal Counsel since March 1, 2024. Previously, she served as our Vice President of Corporate Counsel since November ~~of~~ 2022. Prior to joining Marco's, she was Senior Associate General Counsel in Milford, CT at the franchisor of Subway restaurants from 1995 until May of 2020. She then co-founded and was a partner at the business and franchise law practice of Appleby & Corcoran, LLC in North Haven, CT from August of 2020 to August of 2022 and then was Of Counsel at the law firm of DLA Piper North America in its D.C. office.

Vice President of Supply Chain: Cathy Kinzer Brotzki

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

Senior Vice President and Chief Marketing Officer: Denise Lauer

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

ITEM 3
LITIGATION

Pending Actions

Cajunland Pizza, LLC, Ole Tyme Pizza, LLC, Crescent City Pizza, LLC, Partners Pizza, LLC, SELA Pizza #1, LLC and SELA Pizza #2, LLC, vs. Marco's Franchising, LLC, Marco's Pizza Holdings, LLC, and Tony Libardi, originally filed in the United States District Court for the Eastern District of Louisiana as Case No. 19-CV-10366 G(3) (filed May 14, 2019), now pending in the United States District Court for the Northern District of Ohio as Case No. 3:20-CV-00536-JGC. This lawsuit was filed against us, our affiliate, and our President & Chief Operating Officer Tony Libardi, by five former franchisees and one former area representative. Plaintiffs allege we violated the state deceptive trade practices statute and tortiously interfered when we refused to consent to the proposed transfer to a proposed buyer of five franchise agreements and Marco's Pizza restaurants owned by Plaintiffs. On September 11, 2019, while the case was pending in Louisiana federal court, we filed alternative motions to (i) dismiss the action for lack of subject matter jurisdiction and/or failure to state a claim because Marco's actions at issue were proper and permissible under the applicable franchise agreements at issue, (ii) transfer venue to the United States District Court for the Northern District of Ohio in accordance with the applicable franchise agreements' mandatory forum selection clauses, or (iii) compel arbitration in accordance with the applicable franchise agreements' arbitration clauses. The Eastern District of Louisiana district court granted the motion to transfer the action to the United States District Court for the Northern District of Ohio.

On January 15, 2021, the Ohio federal court ruled that any claims were governed by Ohio law, and granted our motion to dismiss the complaint for failure to state claims upon which relief may be granted and gave plaintiffs leave to amend to re-plead their claims under Ohio law. On February 12, 2021, plaintiffs filed their amended and supplemental complaint, and, on April 6, 2021, a proposed second amended complaint, alleging claims under the Ohio Business Opportunity Protection Act (BOPA), alleging misrepresentation and omissions in the Franchise Disclosure Documents given to the plaintiffs between 2010 and 2012; under the Ohio Deceptive Trade Practices Act, for common law deceptive trade practices, for tortious interference, and also a breach of contract claim by the former area representative. The court granted our motions to dismiss the amended and supplemental complaint and proposed second amended complaint as to all claims by the former area representative, all claims against our affiliate, and as to most of the remaining claims, but again gave plaintiffs leave to amend. On August 30, 2021, a third amended complaint was filed only by the five franchisee Plaintiffs and only against us alleging claims for breach of contract and a claim under BOPA. No claims were made against our affiliate or Mr. Libardi. The court then granted our motion to dismiss the BOPA claim with prejudice based on the statute of limitation, leaving only a claim for breach of contract. On January 14, 2022, we filed an answer and affirmative defenses to the breach of contract claims and filed a counterclaim against the former area representative, the five Plaintiffs, and their principals based on personal guarantees. One Plaintiff then withdrew all its claims. In August 2022 the court ruled as part of our counterclaim we are entitled to recover our reasonable attorney's fees and costs for having defended against Plaintiff's two statutory claims under Ohio law. In 2023, we filed a motion to determine the amount of fees and costs we are entitled to for defending the dismissed statutory claims, and on

~~March 8, 2024, the court awarded us $62,818 in fees and costs incurred in defending the dismissed claim~~

~~On March 8, 2023, the parties attended a court ordered mediation but did not settle. The case is currently pending before the Ohio federal court. Only on the breach of contract claims for failing to approve a sale and on our counterclaims, and discovery is ongoing.~~

American Eagle Investments, Inc. v. Marco's Franchising, LLC, Court of Common Pleas, Lucas County, Ohio, Case No. G-4801-CI-0202201831 (filed March 22, 2022) (formerly Case No. G-4801-CI-0202003149, filed September 24, 2020). This lawsuit was originally filed against us by a now former area representative, alleging it was injured when we declared a default of the area representative agreement for the territory surrounding Columbus, Georgia based on Plaintiff's principals failing to devote full time and best efforts to the area representative business as required under the agreement, due to the principals entering into an area representative agreement with another franchise system. The complaint sought a declaratory judgment that Plaintiff was in full compliance with the agreement, claimed we violated Ohio Business Opportunities Act, and sought damages and attorney's fees. Plaintiff filed a motion for preliminary injunction seeking to prevent us from terminating the area representative agreement based on the asserted non-compliance. Plaintiff filed a temporary restraining order, seeking to restrict us from terminating the agreement based on the asserted default until the court's ruling on the motion for preliminary injunction. The parties stipulated to a temporary stay of termination. After a hearing, the Ohio state court, on October 19, 2020, denied Plaintiff's motion for preliminary injunction, finding Plaintiff failed to demonstrate a likelihood of success on the claim that our actions were improper. We terminated the area representative agreement. We filed a motion for summary judgment on September 10, 2021, and Plaintiff voluntarily dismissed all claims on November 19, 2021, but re-filed its lawsuit on March 22, 2022 under a unique Ohio Statute tolling all limitation periods for one (1) year following a dismissal, alleging only claims for declaratory judgment and breach of contract upon the same allegations set forth in the original action. The Court set a schedule for additional discovery, but Plaintiffs failed to undertake any significant new discovery and the discovery period closed on February 21, 2023. We refiled a motion for summary judgment that the Court granted on July 11, 2023.

Plaintiff appealed the summary judgment to the Sixth District Court of Appeals of Ohio for Lucas County. ~~The parties' briefing was concluded in late December 2023. The matter was submitted to~~On August 9, 2024, the court of appeals ~~on~~reversed the ~~briefs on March 11, 2024, and is pending a decision by the court~~summary judgment order and remanded the case to the Court of Common Pleas for further proceedings.

KAM Development, LLC v. Marco's Franchising, LLC, United States District Court for the Northern District of Ohio, Western Division, as Case No. 3:20-cv-02024 (filed September 9, 2020). This lawsuit was filed by a former area representative, alleging

injury from our refusal to renew the expiring area representative agreement for the territory surrounding Columbia, SC (the "Columbia ARA") based on non-compliance with contractual obligations, including the failure to meet store development obligations, failure to comply with our system standards, processes, and procedures, and failing to devote full time and best efforts to the area representative business, caused by the two principals of the area representative entering into an area representative agreement with another franchise system. Plaintiff amended its complaint to add claims based on our having issued a default notice under the area representative agreement for the territory surrounding Charlotte, NC (the "Charlotte ARA") based on similar non-compliance issues. The amended complaint sought a declaratory judgment that Plaintiff was in compliance with its agreements, and we were in breach of contract and had violated the Ohio Business Opportunities Act, and additionally, sought a declaratory judgment that our actions in not renewing and defaulting the Charlotte ARA were improper, that we breached the two agreements, and sought damages and attorney's fees. On September 11, 2020, the court entered a temporary restraining order pending a hearing on Plaintiff's motion for preliminary injunction.

On October 20, 2020, after a preliminary injunction hearing, the court denied Plaintiff's motion for preliminary injunction, determining that Plaintiff failed to show it had complied with its development obligations under the Charlotte ARA, which breach made Plaintiff ineligible for a renewal of the Columbia ARA. After entry of the October 20 order, we terminated the Charlotte ARA and enforced the expiration of the Columbia ARA (which had expired by its own terms). A court-ordered mediation/settlement conference reached an impasse with no resolution.

On April 30, 2021, Plaintiff filed its Second Amended Complaint alleging claims only for breach of contract based on the non-renewal of the Columbia ARA and the termination of the Charlotte ARA. On September 24, 2021, we filed a motion for summary judgment on both claims based on Plaintiff's failure to meet its development obligations for the Charlotte ARA. ~~The court allowed Plaintiff to take limited discovery.~~ In May 2023, the court entered an order granting in part our motion for summary judgment ruling that the Plaintiff's claims under the Charlotte ARA and Columbia ARA failed, leaving only one claim related to an alleged amendment by course of conduct. The parties and the court ~~has allowed for some additional limited discovery through May 2024. The~~are addressing scheduling orders for further motions, the case remains pending, and no trial date has been set.

Franchisor Initiated Actions:

MFLLC v. Crimson Foods, LLC and Erika Johnson, Court of Common Pleas, Lucas County, Ohio, Case No. G-4801-CI-020230017-000 (filed July 11, 2023). We filed a collection action against a former franchisee and were granted a default judgment in the amount of $166,622.52 plus $1,775.00 in interest, attorney's fees and costs).

MFLLC v. Bless the Dough, LLC and Jeffrey and Linda Kanov Court of Common Pleas, Lucas County, Ohio, Case No. G-4801-CI-0202304086-000 (filed October 23, 2023). Default judgement was awarded in our favor in the amount of $205,447.08 (plus

accrued and accruing interest, late fees, and reasonable attorney fees, costs and expenses).

MFLLC v. Pizzeria Pizza, LLC and Patcharee and Richard Rabenau, Court of Common Pleas, Lucas County, Ohio, Case No. G-4801-CI-0202304738-000 (filed December 21, 2023). We filed a collection action against a franchisee. The case was voluntarily dismissed as against Patcharee and Richard Rabeau, but is pending against Pizzeria Pizza, LLC.

Prior Actions

Cajunland Pizza, LLC, Ole Tyme Pizza, LLC, Crescent City Pizza, LLC, Partners Pizza, LLC, SELA Pizza #1, LLC and SELA Pizza #2, LLC, vs. Marco's Franchising, LLC, Marco's Pizza Holdings, LLC, and Tony Libardi, originally filed in the United States District Court for the Eastern District of Louisiana as Case No. 19-CV-10366 G(3) (filed May 14, 2019), then transferred to the United States District Court for the Northern District of Ohio as Case No. 3:20-CV-00536-JGC. This lawsuit was filed against us, our affiliate, and our President & Chief Operating Officer Tony Libardi, by five former franchisees and one former area representative. Plaintiffs alleged we violated the state deceptive trade practices statute and tortiously interfered when we refused to consent to the proposed transfer to a proposed buyer of five franchise agreements and Marco's Pizza restaurants owned by Plaintiffs. On February 12, 2021, plaintiffs filed their amended and supplemental complaint, and, on April 6, 2021, a proposed second amended complaint, alleging claims under the Ohio Business Opportunity Protection Act (BOPA), alleging misrepresentation and omissions in the Franchise Disclosure Documents given to the plaintiffs between 2010 and 2012; under the Ohio Deceptive Trade Practices Act, for common law deceptive trade practices, for tortious interference, and also a breach of contract claim by the former area representative. The court granted our motions to dismiss the amended and supplemental complaint and proposed second amended complaint, but again gave plaintiffs leave to amend. On August 30, 2021, a third amended complaint was filed only by the five franchisee Plaintiffs and only against us alleging claims for breach of contract and a claim under BOPA. No claims were made against our affiliate or Mr. Libardi. The court then granted our motion to dismiss the BOPA claim with prejudice. On January 14, 2022, we filed an answer and affirmative defenses to the breach of contract claims and filed a counterclaim against the former area representative, the five Plaintiffs, and their principals based on personal guarantees. One Plaintiff then withdrew all its claims.

In August 2022 the court ruled as part of our counterclaim we are entitled to recover our reasonable attorney's fees and costs for having defended against Plaintiff's two statutory claims under Ohio law. In 2023, we filed a motion to determine the amount of fees and costs we are entitled to for defending the dismissed statutory claims, and in orders entered on March 8 and May 23, 2024, the court awarded us $62,818 in fees and costs incurred in defending the dismissed claims.

On November 29, 2024, the parties settled their dispute whereby we paid $310,000 (via the insurance carrier) to Plaintiffs and Plaintiffs dropped their appeal and paid us

$63,644.90 for the fee award plus post-judgment interest. The parties exchanged mutual releases of all claims and mutually dismissed the lawsuit with prejudice on December 6, 2024.

SC America, LLC v. Marco's Franchising, LLC, originally filed in Circuit Court of Calhoun County, Alabama (CV-2022-900192.00) on May 6, 2022, was removed to U.S. District Court for the Northern District of Alabama on May 11, 2022 (Case no. 1:22-cv-00610-RDP), and transferred on June 1, 2022 to the United States District Court for the District of Ohio (3:22-cv-00919-JZ). On May 6, 2022, Plaintiff, a former franchisee of ours, filed suit against us in the Circuit Court of Calhoun County, Alabama, seeking a declaratory judgment and a temporary restraining order to prevent us from exercising certain post-termination step-in rights under the Franchise Agreement. On May 11, 2022, we removed the action to federal court, and our subsequent motion to transfer to the venue provided for in the Franchise Agreement was granted. After the case had been transferred, Plaintiff filed an amended complaint for breach of contract and breach of the implied covenant of good faith and fair dealing based on the allegation that we declined to approve the franchisee's requested transfer and later terminated the franchisee's franchise agreement based on uncured operational defaults. We moved to dismiss the franchisee's claims based on prior releases the franchisee had signed, but the court denied the motion to dismiss concluding that the scope of the release involve questions of fact that could not be resolved on a motion to dismiss. We filed an answer denying the franchisee's allegations and a counterclaim against the franchisee and its owner/guarantor for breach of contract, tortious interference and specific performance based on the franchisee's failure to pay liquidated damages and interference with our step-in rights under the terminated franchise agreement. On July 14, 2023, the parties settled their dispute whereby we were paid $100,000 (via the insurance carrier) in satisfaction of our claims against the franchisee and its guarantor; we agreed to purchase the franchisee's equipment for $37,500; and Plaintiff warranted that it had complied with its non-compete obligations which we deemed satisfied as of July 14, 2023. The parties mutually dismissed the lawsuit with prejudice on August 8, 2023.

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

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Initial Franchise Fee - Single Store Franchise Agreement.

When you sign the Franchise Agreement, you will pay us an initial franchise fee. Except for the differences described below, the initial franchise fee is uniform for all new

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

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

Promotional incentive discounts cannot be combined or transferred.

- **First Responders**: We currently discount the Initial Franchise Fee to $20,000 for qualified first responders (firefighters, paramedics, law enforcement officers, and other positions as we may determine) with 5 or more years of service. If the franchisee is a corporation, partnership, limited liability company, or other legal entity, the first responder participant must maintain at least 51% ownership interest in the entity to qualify for this discount.

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

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

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

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

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

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

- Level 2 (Director position or above for at least 5 years or 10 years of employment in all other positions, Initial Franchise Fee is $10,000); and
- Level 3 (20 years of employment, any position, Initial Franchise Fee is $5,000).

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

- **Multi-Unit Franchisees (New)**: We currently discount the Initial Franchise Fee on new Store development for qualified first-time Marco's franchisees, based on the total number of franchises initially purchased, as described below:
  - 2 Stores - $17,500 per each new Franchise Agreement
  - 3 Stores - $16,600 per each new Franchise Agreement
  - 5 Stores - $15,000 per each new Franchise Agreement, plus a temporary Royalty Fee reduction to 4.5% for the first 52 Accounting Weeks following each Store opening if 4 or more open within 12 months of signing.
- **Multi-Unit Franchisees (Existing)**: We currently discount the Initial Franchise Fee on new Store development for qualified existing franchisees, based on the total number of Stores they own which are open and in continuous operation, as described below:
  - 3-4 Stores: $20,000 per each new Franchise Agreement
  - 5-10 Stores: $15,000 per each new Franchise Agreement
  - 11 or more: $10,000 per each new Franchise Agreement

The participant must meet our financial, creditworthiness, and operational criteria and be approved by us to open each Store. If the franchisee is a corporation, partnership, limited liability company, or other legal entity, the qualifying participant must maintain at least 50% ownership in the entity, as well as the qualifying existing Stores, to qualify for this program, and the franchisee must comply with program requirements.

- **Growth Acceleration**: We currently offer a rebate on the Initial Franchise Fee to franchisees who open 4 or more Stores within a single 12-month period. The rebate is equal to 25% of the Initial Franchise Fee actually paid to us on the qualifying units only. Franchisees must submit a request in writing to us in order to receive the rebate.

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

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

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

2025 Royalty Incentive Program

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

The participant must meet our financial, creditworthiness, and operational criteria and be approved by us to open 3 to 5 Stores in order to qualify for the 2025 Royalty

Incentive Program. If the franchisee is a corporation, partnership, limited liability company, or other legal entity, the qualifying participant must maintain at least 50% ownership in the entity that owns each franchise, to qualify for this program, and the franchisee must remain in good standing under each Franchise Agreement, the Development Agreement, and its 2025 Royalty Incentive Amendment and comply with all program requirements at all times.

Refunds. ~~If~~Except for participants of the 2025 Royalty Incentive Program, if either you or we terminate the Franchise Agreement prior to your completion of the initial training program, we will refund 50% of the Initial Franchise Fee received from you, provided that you have otherwise acted in good faith in complying with the requirements of your Franchise Agreement and sign a termination agreement including mutual releases. If either you or we terminate the Franchise Agreement after your completion of the initial training program, no refund will be given. Except as described above, the fees that you pay to us are not refundable.

Other Payments:

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

Delivery Area Mapping Package. You will pay us $500 for a Delivery Area Mapping Package, which includes the streets database for POS and electronic shape files for POS/OLO platform maps. The package does not include any hard copies of the map.

This fee is uniform for all new franchisees and is nonrefundable upon payment, which is due when you start construction on your Store.

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

Point of Sale Computers. Our affiliate, MTS, provides certain technology-related products and services to us and our franchisees. The range of costs for the point-of-sale system is $19,000 - $21,000, which costs are incurred before installation.

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

ITEM 6
OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty	5.5% of Net Royalty Sales (subject to adjustment up to a maximum of 6.0% as described in Note 3).	Paid by electronic payment (ACH debit) each Monday, 8 days after the end of each Accounting Week. (See Note 10)	The term "Net Royalty Sales" is defined in Note 1.
Royalty - Key Management Employee Program	2.5% of Net Royalty Sales (if commission is due to an Area Representative, this will increase by an additional 2.2%).	Paid by electronic payment (ACH debit) each Monday, 8 days after the end of each Accounting Week. (See Note 10)	Available only to employees of Franchisor. The term "Net Royalty Sales" is defined in Note 1.
Royalty - ~~Multi-Unit Franchisee~~2025 Royalty Incentive Program	~~New Franchisees: Currently, if~~ If Franchisee signs ~~5~~and pays the full Initial Franchise ~~Agreements simultaneously,~~Fee for 3 to 5 Stores and opens ~~4 or more~~those Stores under ~~such agreements~~a Development Agreement within ~~12 months of signing~~the prescribed schedule, , then Net Royalty Sales on each such ~~Stores~~Store will be reduced to ~~4.5~~0% for ~~the following 52~~	Paid by electronic payment (ACH debit) each Monday, 8 days after the end of each Accounting Week. (See Note 10)	The term "Net Royalty Sales" is defined in Note 1. See Note 16 for conditions.

Type of Fee (Note 1)	Amount	Due Date	Remarks
	Accounting ~~Weeks~~ Periods 1-6 from Store opening~~.~~ ~~Existing Franchisees:~~ ~~Percentage of Net Royalty Sales as described below:~~ ~~Stores 1-5: 5.5%~~ ~~Stores 6-10: 5.0%~~ ~~Stores 11-15: 4.5%~~ ~~Stores 16+: 4.0%~~ ~~Currently, if Franchisee qualifies for the Growth Acceleration rebate, Net Royalty Sales will be further reduced on the qualifying stores by 1~~ and 2.5% for ~~the following 52~~ Accounting ~~Weeks~~Periods 7-18 from Store opening, after which date, Net Royalty Sales will revert to the then-current Royalty rate.		
Brand Launch Program	Up to $10,000	Within 8 to 12 Accounting Weeks of the Store's opening	If your Store fails to meet certain performance goals, we will evaluate the operational and marketing performance of the Store and develop an improvement plan, which may include (in our sole discretion) a requirement for you to spend an additional amount up to $10,000 (for a total maximum required expenditure of $25,500) (See Item 5)
Brand Development Fund	Currently, 1% of Net Royalty Sales. We have the right to increase this fee by 0.5% by giving you 90 days' prior written notice.	Same as Royalty Fee	Used to fund activities that will enhance the recognition and value of the Marco's brand, including but not limited to consumer and product research, creative development of advertising materials, public relations agency fees, communications and public relations, gift card programs, development/maintenance of web pages, product testing,

Type of Fee (Note 1)	Amount	Due Date	Remarks
			market research, administrative expenses and other related programs or activities.
Geography Based Advertising Funds (includes National Advertising Fund and Regional Advertising Funds)	The current amount of contribution required to our National Advertising Fund is 4% of Net Royalty Sales (see Note 13). The amount of contribution required to a Regional Advertising Fund depends on the geographic region in which the Store is located (see "Remarks" column). Your total combined contribution to a National Advertising Fund and Regional Advertising Fund will not exceed a total of 5.5% of Net Royalty Sales combined for all levels of the Geography Based Advertising Funds.	Same as Royalty Fee	Current Regional Ad Fund Contribution as stated below but are subject to change. (% of Net Royalty Sales) Toledo 0.5% NW Ohio 0.25% Cincinnati 1.00% Atlanta 1.50% San Antonio 1.00% Houston 1.00% Dallas/Ft Worth 0.50% Austin 0.50% Salt Lake City 1.00% Tampa $440 Per Period Orlando 1.20% Gainesville 1.20% Jacksonville 1.20% Tallahassee 1.20% West Palm 1.20%
Market Advertising Cooperative	Amount set and spend determined by co-op member votes.	Same as Royalty Fee	Our franchisees may form an advertising cooperative, which will establish its own local advertising fees to combine the resources of several Stores and manage advertising media purchases. We allow credit for your Marketing Advertising Cooperative expenditure against the Geography Based contribution.
Local Store Marketing	Calculated at minimum of 7% minus the percentage contributed to the Brand Development Fund, Geography Based Advertising Funds, and any Ad Co-op. (Note 4)	Same as Royalty Fee	Paid to various vendors other than us. Amount paid to an Ad Co-op may be credited toward your Local Store Marketing requirement. (Note 4)
Training Registration Fee	$225 per person	We reserve the right to collect these fees upon registration for Franchisor's initial training class	Covers incidental costs of administering training, such as meals during the training sessions, behavioral assessments, and printing costs.
Additional Training	$1,100 per person	We reserve the right to collect these fees 3	The Initial Franchise Fee includes initial training for up to two persons (Designated

Type of Fee (Note 1)	Amount	Due Date	Remarks
		weeks before beginning of training	Franchise Operator(s) - see Sections 2.15 and 8.1 of Franchise Agreement). For others, you must pay an additional fee (see Section 10.2 of Franchise Agreement)
Replacement Designated Franchise Operator Training	$5,500 per person, plus the costs of any services requested by you to translate the training program from English (varies).	Upon beginning of training	If we train a replacement for the Designated Franchise Operator, the replacement must be enrolled in the initial training program within 30 days after the end of the former person's full-time employment, and timely completion of the initial training program in proper sequence (i.e., IOE 101, OE Lab, IOE 102) within 8 weeks thereafter.
Multi-Unit Leadership Excellence (MULE) Training Registration Fee	$550 per person	Upon registration for the training course	Covers incidental costs of administering training, such as behavioral assessments, printing costs, meals during the training sessions, and other materials. (Note 18)
Missed Training Instruction Make-Up or Retraining Fee	$85/hour per Marco's Instructor needed to accomplish the training to standard (billed in 30 min increments)	Upon notice	Covers the cost of time for having an instructor make up missed training, or to retrain (at the instructor's discretion) a student who requires retraining
Additional Assistance	$300 per day	30 days after billing	See Section 10.4 of the Franchise Agreement
Performance Deficiencies Service Fee	$500 per continued failure to comply with operational standards or policies	15 days after billing	Payable if you fail to adequately achieve a performance measurement on a Store Visitation Report and fail to rectify the item within the time period specified in the action plan. See Section 4.3 of the Franchise Agreement.
Financial Reporting Fee	$100 per violation if financial reports are not submitted	30 days after due date	Payable if you fail to submit financial reports each Accounting Period.
Relocation	$10,000 or 1/3 of the then-current initial franchise fee	Upon Demand	Payable when we have approved the site to which the Store will be relocated. (Note 5)
Transfer	$5,000 - $10,000 (Note 6)	Upon Demand	Payable when you request our approval for the sale of an

Type of Fee (Note 1)	Amount	Due Date	Remarks
			interest in the franchise. Certain changes to your ownership interest (adding on or deleting owners, or changes of corporate structure) may result in our charging you a fee equal to less than the full transfer fee ($5,000 - $10,000), although we reserve our right to charge the full transfer fee in our sole discretion.
Renewal Fee	$6,250 or 25% of the then-current standard Initial Franchise Fee, before any discounts, whichever is greater	30 days before renewal	See Item 17(c) of this Disclosure Document
Insurance	Varies	As incurred	If you fail to obtain the required insurance coverage(s), we may obtain this insurance for you, and you must reimburse us within 5 days for all costs we incur in doing so. (Note 9)
Interest and Additional Expense Fees	1.5% per month interest on all late payments, plus a 5% Additional Expense Fee	As accrued	These fees apply to late payments owed to us or our affiliates. The Additional Expense Fee applies to amounts due that are not paid within 10 business days of the due date.
Delayed Opening Fee	90% of the weekly Average System-wide Sales, multiplied by 5.5%.	Weekly	Required for up to 3 Accounting Periods if you fail to open your store within 120 days of receiving building permits and/or within ~~270~~365 days of signing the franchise agreement. (Note 17)
Liquidated Damages	Average Royalty Fees, Brand Development Fund contributions, and Geography-Based Advertising Fund contributions paid or owed for the 39 Accounting Periods immediately preceding the effective date of the termination, multiplied by the lesser of: (a) 39; or (b) 90% of the number of Accounting Periods remaining in the Term of the Franchise Agreement at	Upon Franchisee termination	This applies to all terminations of the Agreement, regardless of the reason for the termination.

Type of Fee (Note 1)	Amount	Due Date	Remarks
	the date of termination, discounted at a rate of 5% per annum		
Software Maintenance and Support Fees	$449 plus $6 each for camera you have over 6.	Payable each Accounting Period	Funds ongoing support of the POS software platform.
Web Based Training (Marco's University)	Payment included as part of the Technology Fee (Note 7)	Weekly - Same as Royalty Fee	Funds ongoing support, future enhancements of the training portal, and reimbursement to us of costs advanced on your behalf.
Technology Fee	$111.84 per Accounting Period by ACH (Note 7)	$27.96 Weekly - Same as Royalty Fee	Multiple technology systems to provide support for customer relationship management system, email advertising customers, online training and tools to measure customer satisfaction.
Costs and Attorneys' Fees	Will vary under circumstances (Note 11)	Upon demand	If you default under the Franchise Agreement, you must reimburse us for our expenses (including reasonable attorneys' fees) in enforcing or terminating the agreement if we prevail in the proceeding.
Audit Costs	All costs and expenses associated with the audit, reasonable accounting and legal costs; plus prime; plus interest on the underpayment (Note 8)	15 days after billing	Payable only if we audit because you did not submit financial statements or keep books and records, or if you under-report your sales by 2% or more, or intentionally underreport.
Indemnification	Will vary under circumstances	As incurred	Note 11
Securities Offering Fee	$2,500 or our actual expenses, whichever is greater (Note 7)	Upon demand	If you engage in a securities offering, you must reimburse us for our reasonable costs and expenses (including legal and accounting fees) to evaluate your proposed offering and you also must indemnify us (see above).
Development Agreement Continuation Fee	90% of the weekly average system-wide sales, multiplied by 5.5%	Weekly	~~If~~Except as provided in Note 12, if you do not meet your Development Schedule obligations under the Development Agreement, you may extend the relevant time period for up to 13 Accounting Periods by paying a Continuation Fee. (Note 12)

Type of Fee (Note 1)	Amount	Due Date	Remarks
MUO & Inventory Tablet	$499 - $625	As incurred	Note 14
Additional Email Fee	$120 per account per year	As incurred	Note 15

Except as otherwise noted, all of the fees listed above are (a) imposed by and are payable to us or our affiliates unless otherwise indicated, (b) non-refundable, (c) uniformly imposed and (d) accounted for using a Fiscal Year basis. We will take a security interest in all of the assets of your Franchised Store, for the term of the Franchise Agreement, to secure the payment of all fees that you owe to us and to our affiliates.

Notes to Item 6 chart (above):

1. Definitions:

   "Accounting Period" or "Period" means a period of time we establish periodically for which you will report sales, financial results and other required reporting information. Typically, each Accounting Period will start on a Monday and run for 28 consecutive days (4 weeks). We may revise the defined Accounting Period, Quarter or Year by sending you notice of a change. If we change the Accounting Period, then any payments in this Agreement that are set on a per-Accounting-Period basis shall automatically be adjusted on a per diem basis to match the change in the number of days in an Accounting Period.

   "Accounting Quarter" or "Quarter" means a group of consecutive Periods according to the calendar we publish each Year. Quarters 1, 2 and 4 will have 3 periods. Quarter 3 will have 4 periods.

   "Accounting Week," "Week" or "Weekly" is 7 consecutive days beginning on Monday and continuing through the following Sunday.

   "Accounting Year" or "Year" means a fiscal year consisting of 13 Accounting Periods defined by us. Approximately every 5 Years, we use a 53-Week Year instead of the normal 52 Weeks in order to conform to various accounting conventions and tax regulations.

   "Good Standing" means that you and all of your Owners (if you are a business entity): (i) are in compliance with all applicable System standards, processes, procedures, and specifications; (ii) have satisfied all monetary obligations owed to us, our affiliates, and any suppliers to whom non-payment would be likely to negatively impact the brand (for example: landlord, lenders or government authorities) and have not been notified on or more than (a) 2 occasions in the past 1 year, (b) 3 occasions in the past 2 years, or (c) 4 occasions during the

term of the Franchise Agreement, that you are "past due" on sums of money owed to any of the foregoing entities, whether or not such default was ultimately cured; (iii) are not in default of any provision of the Franchise Agreement, including the required attendance at our Franchise Conference, or any other agreement with us or with any of our Affiliates; (iv) have not been notified, in writing, on or more than (a) 2 occasions in the past 1 year, (b) 3 occasions in the past 2 years, or (c) 4 occasions during the term of the Franchise Agreement, that you are in default or otherwise not in compliance with any provision of the Franchise Agreement, whether or not such default was ultimately cured. Failure to remain in Good Standing may result in loss of your pro-rata share of any voluntary payment by us of rebates or other supplier incentives which we receive from suppliers. In order to be in "Good Standing", you and your Owners (if you are a business entity) must be in Good Standing under your Franchise Agreement and also the franchise agreement for any other Store in which the Owners have more than a 25% ownership interest or otherwise control the Store's operations.

"Index" means the Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics (or if the CPI is no longer published, another substitute reference that we reasonably designate).

"Net Royalty Sales" means the total gross amount of all revenues, excluding only (1) sales tax or other receipts you collect and remit to the proper taxing authorities and (2) authorized coupon or other promotional discounts you provide to your customers. Included in the definition is revenue from whatever source derived (whether in the form of cash, credit, agreements to pay, or other consideration (such as bartering), and whether or not payment is received at the time of sale or any of those amounts prove uncollectible. Also included is revenue that in any manner at all arises from or is derived by you or by any other business conducted or which originates in, on, from or through the Site or the Store. This includes, revenue you derive through the Store, from the sale of products associated with the Store, and revenue derived from your use of the Marks, whether or not you conduct those operations in compliance with or in violation of this Agreement.

2. Except as otherwise stated in this Item, current fees are uniformly imposed, are collected by us, and are non-refundable.

3. Our Royalty Fee is initially 5.5% of the Net Royalty Sales of your Store (except for qualifying Stores under the Multi-Unit Franchisee Program). The Royalty Fees may be modified by us under the following conditions: (a) an increase is consistently applied across all franchisees on a system wide basis (to the extent permitted by each franchise agreement); (b) an aggregate increase in the Royalty Fee rate will not exceed a total of six percent (6%) of Net Royalty Sales; (c) 90 days' prior written notice must be provided to you. We may modify the

Royalty Fee rate to a lower percentage and then increase the rate again under the stated conditions above. All Royalty Fee modifications will continue until you are notified otherwise by us.

All Royalty Fees, advertising fees, or other payments due to our affiliates or us are paid by Electronic Funds Transfer from your bank account to our bank account as indicated.

4. You will also be required to spend a portion of the Net Royalty Sales of your Store on advertising, marketing and promotional activities within the market and community where your Store is located. The exact percentage is determined by the formula: 7% minus the amounts you pay to us for the Brand Development Fund, the National Advertising Fund, any other Geography Based Advertising Fund you contribute to, and any amount we determine is allowable for your payments to a Market Advertising Cooperative. Currently, you must pay 1% of the Net Royalty Sales to the Brand Development Fund and 4% of the Net Royalty Sales to the National Advertising Fund. If we do not require you to participate in any other Geography Based Advertising Fund or Ad Co-op, you will be required to spend the remaining 2% of the Total Marketing Spend for Local Store Marketing that you must manage. Amounts that you contribute to an Ad Co-op will reduce the amount you must spend as Local Store Marketing, but only to the extent that we designate or approve.

5. The relocation fee is 1/3 of the then-current Initial Franchise Fee or $10,000, whichever is greater. This fee is due for each Store that relocates to an alternate site which has been previously approved by us. If the site to which the Store will be relocated is within the same Delivery Area as the existing Store, then the relocation fee will be waived.

6. We reserve the right to charge the then-current transfer fee for any transfer of an interest in the franchise. The current transfer fee is $10,000 if the buyer of a substantial (50% or more) interest in the franchise is not an existing Marco's Pizza franchisee. If the buyer is an existing Marco's Pizza franchisee, then the transfer fee will be reduced to $5,000. Franchisor reserves the right to charge the full Transfer Fee for any change of ownership Interest, but currently charges the following amounts for specific types of changes of ownership referred to as an "Amendment" to the Agreement as noted herein: (a) Two Hundred and Fifty Dollars ($250) if the Amendment results from (i) substituting an entity for individual(s) as Franchise Owner; or (ii) substituting a new entity for a previous entity owned by the same Franchise Owner(s); (b) One Thousand Dollars ($1,000) if the transfer results from adding or removing a Franchise Owner owning less than 50% ownership (or holder of a minority ownership if there are more than two Franchise Owners) in the franchise. Franchisor may, in its discretion, charge sums up to the Transfer Fee, based on, among other factors, its administrative costs of processing any Amendment. The transfer (or Amendment) fee is non-refundable, unless the change of ownership of the Store is not consummated for reasons solely outside your control.

7. These amounts may be subject to increases based on changes in market conditions, inflation, our cost of providing services, future policy changes, and changes in our costs from our suppliers. All fixed-dollar amounts are subject to adjustment to reflect changes in the Index (measured against the Index as it stood on December 31, 2023). Other than those fees that are subject to increase based on changes in a rate or index published by a third party, we review all fees over which we have control quarterly, and we may periodically authorize an adjustment.

   The technology environment is rapidly changing, and it is difficult to anticipate the future cost of development, acquiring, implementing, and licensing internet, software, and communications technologies including mobile apps, that may benefit franchisees of the System. We may implement additional technology services relating to mobile and online ordering, digital marketing, employee training, employee and customer satisfaction and other technology services to enhance or replace some of the current technology in use in your Store. You will be required to participate in these technology services and the Technology Fee may increase as a result of these additional or enhanced services.

8. If an audit reveals underpayment, then within 15 days after the receipt of the audit results, you must pay us the Royalty Fee, the required contributions to the Brand Development Fund and the Geography Based Advertising Funds and interest on the understated amount at the lesser of: (a) the maximum rate allowed by law; or (b) the prime rate of interest, plus four percentage points (or 400 basis points), as stated in The Wall Street Journal's Table of Money Rates on the date when payment is due. Interest will accrue from the date of the underpayment.

9. You must obtain and keep in full force and effect comprehensive liability insurance. See "Insurance" in Item 8 below for an in-depth discussion of your insurance requirements.

10. You must participate in an electronic funds transfer (using the Automated Clearing House ("ACH") electronic network) program under which we (or our Affiliates) make a periodic (usually weekly) pre-authorized bank withdrawal from your account to pay all Royalty Fees and other fees and expenses due to us or our Affiliates under the Franchise Agreement (or any other agreement). The sales data collected by us will be used to calculate Royalty Fees, advertising fees, and other fees payable to us or our Affiliates that were achieved by the Store through the end of the preceding Accounting Week. We will debit your bank account for the proper amount of Royalty Fees, advertising fees and other fees in the amount you owe to us, based on the sales data collected. If the Net Royalty Sales data is not available to us or retrievable on a timely basis, we will debit your bank account on the designated day in an amount estimated based on previous Royalty Fee and Advertising contributions amount.

At the end of each Accounting Period, Net Royalty Sales and all fees and charges will be reconciled. Any outstanding adjustments, whether debits or credits, will be included with the ACH for the final week at the Period close.

If funds are not available at the time the ACH is drafted, you will be charged a $35 non-sufficient funds fee for each occurrence. The Interest and Additional Expense Fee will be charged where applicable. If you request to have your ACH draft deferred, you will be charged a fee of $35 plus $5 per day until the amount due to us is paid, for a maximum of 10 days without incurring the Interest and Additional Expense Fee. All deferral requests must be made prior to the date the payment is due according to the Marco's Accounting and Reporting Policies.

11. You must indemnify us, and reimburse us for our costs (including our attorneys' fees), if we are held liable in any case: (a) having anything to do with any securities offering you make; (b) your use of the marks (other than as we approve); or (c) that has anything to do with a claim arising out of the operation of your Store or your violation of the Franchise Agreement.

12. ~~If~~Except as noted below, if you do not meet the Development Schedule criteria under a Development Agreement, at your discretion, in lieu of termination of the Development Agreement, you may continue the Development Agreement by payment of a fee each week to us ("Continuation Fee") equal to 90% of the 5.5% Royalty fee for the weekly Average Systemwide Sales (as defined in our then current Franchise Disclosure Document for the previous fiscal year) for each Store not in compliance with the Development Schedule until such time as Developer is in compliance with the Development schedule or 13 Accounting Periods, whichever occurs first. If you are not in compliance with the Development Schedule within 13 Accounting Periods, we may exercise our right to terminate the Development Agreement and all rights to any benefits provided under the Development Agreement. If you have entered into a Development Agreement and the 2025 Royalty Incentive Program Amendment under the 2025 Royalty Incentive Program, you are not eligible to use the Continuation Fee in order to avoid termination of the Development Agreement.

13. Our National Advertising Fund is currently at a contribution rate equal to 4% of the Net Royalty Sales. The National Advertising Fund provides broadcast and digital media advertising in various forms, including, but not limited to, television, social media, and search engine optimization, for the purpose of promoting brand awareness and driving customer traffic. See Item 11.

14. We recommend, but do not require, that you purchase a portable tablet device to manage your store inventory and conduct employee training on MUO. If you do choose to purchase this tablet, then you must purchase it from us. This tablet comes pre-loaded with software designed to access only Marco's-specific applications. The tablet is not functional for any other purpose such as web browsing. The cost estimate includes a range of $499 to $625 for the cost of the tablet (depending on availability from suppliers and other factors at the time of

ordering), case, screen protector, and any warranties provided by the manufacturer, along with a small processing fee to us of $10 per tablet. The cost estimate also includes an additional $30 estimate for the cost of shipping (actual shipping costs may vary depending on location and shipping rates in effect at the time of purchase). We also provide ongoing complimentary technical support for the tablet. See Item 11. To keep up with the rapidly changing pace of the technology environment, upgrades or modifications to the tablet may be implemented in the future and pricing is subject to change accordingly. Additionally, pricing is subject to change due to any increases in tariffs or other price increases outside our control.

15. We currently provide up to 2 Marco's email accounts per franchisee group at no charge. If desired, you may purchase additional email accounts for a fee of $120 per account per year. While paid to us, the fee represents only pass-through costs to our then-current hosting service. To keep up with the rapidly changing pace of the technology environment, upgrades and modifications to email hosting services may be implemented in the future and pricing is subject to change accordingly.

16. Discounted Royalty Fees under the ~~multi-unit franchisee program~~2025 Royalty Incentive Program ("Incentive Program") applies only to new Stores opened under a Franchise Agreement dated on or after the most recent date of this Franchise Disclosure Document, and excludes all previously executed franchise agreements and existing and relocated Stores. ~~For purposes~~Under the 2025 Royalty Incentive Program Amendment, franchisee must open the first Store within 12 months of ~~determining~~signing the ~~applicable discounted Royalty Fee rate for a new Store, we will determine the total number of Stores that are open and in continuous operation at the time a Franchise Agreement is signed for~~Development Agreement and thereafter open each and every additional Store within 6 months of the prior Store opening (see below). Additionally, franchisee must remain in Good Standing and maintain our financial, creditworthiness, and operational criteria to continue to qualify for the 2025 Royalty Incentive Program. In the event the franchisee fails to open and operate the first Store within 12 months and each and every additional Store within a 6-month period from the ~~new~~previous Store~~, which are owned at least 50% or more (directly or through a legal entity) by a qualifying participant~~'s opening, all Stores, including prior Stores opened, the Store under development, and any remaining unopened Stores to be developed, will revert to paying the then-current standard Royalty Fee rate.

By way of example only, if a franchisee signs a Development Agreement and the 2025 Royalty Incentive Program Amendment and 3 Franchise Agreements on September 1, 2025 under this Incentive Program, franchisee must open its first Store on September 1, 2026, its second Store on March 1, 2027, and its third Store on September 1, 2027. If the franchisee opens its first Store on September 1, 2026, but fails to open its second Store by March 1, 2027, the franchisee will

no longer be qualified to participate in the Incentive Program and the discounted Royalty Fees for both the first and second Store will revert to the then-current standard Royalty Fee rate.

If the franchisee is a corporation, partnership, limited liability company, or other legal entity, the qualifying participant must maintain at least 50% ownership in the entity~~, as well as the existing Stores, to qualify the new Store~~ to remain qualified for the ~~discounted royalty fees. Discounted Royalty Fees on a Store shall continue during any subsequent renewal terms, but are~~Incentive Program. The Incentive Program is non-transferable and non-assignable. If at any time the Store is transferred or its ownership no longer meets these requirements, the Store will pay the then-current standard Royalty Fee rate. We reserve the right to modify or stop offering this program in our sole discretion and also reserve the right to offer, under specific conditions, additional short term or long-term incentives to existing franchisees that may apply to new Stores opened under one or more Franchise Agreements dated on or after this Franchise Disclosure Document.

17. ~~If~~Except as noted below, if you have not successfully completed all of our requirements, and/or have not completed construction and opened the Store within 120 days after receiving your building permits for the Site, not to exceed ~~270~~365 days following the Effective Date of the franchise agreement, then we may, in our sole discretion, require you to pay Franchisor a weekly fee ("Delayed Opening Fee") equal to 90% of the weekly Average System-wide Sales (as defined in Franchisor's then-current Franchise Disclosure Document for the previous fiscal year), multiplied by 5.5%, for each week that the Store's opening is delayed beyond the required timeframe. The Delayed Opening Fee will be paid until such time as you meet all requirements and opens the Store for business, or 3 Accounting Periods, whichever time is lesser. If you have not opened the Store within those 3 Accounting Periods, then Franchisor may, in its sole discretion, terminate your franchise agreement effective upon your receipt of written notice. If the Store is developed pursuant to ~~an Area~~a Development Agreement, the Delayed Opening Fee will not be charged if such Developer has elected to pay the Continuation Fee in connection with such Store. For Stores opened under the 2025 Royalty Incentive Program, the Delayed Opening Fee will not apply to any Stores not opened within the applicable time frames and Franchisee must pay the then-current standard Royalty Fee rate for all Stores (prior Stores opened, Stores under development, and any remaining unopened Stores) as noted in Note 16.

18. The Multi-Unit Leadership Excellence (MULE) training course is currently open on a limited basis to qualifying franchisees and their employees serving in or identified to serve in a multi-unit leadership role within 60 days of graduation. See Item 11. We require completion of the MULE course for franchisees with four (4) or more Stores. Completion of the IOE program is a pre-requisite for MULE registration/attendance.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee (Note 1)	$25,000	See Note 1	See Note 1	Us
Real Property (Note 2)	$6,000 - $18,666	See Note 2	Monthly	Landlord
Equipment, Fixtures (Note 3)	$97,725 - $175,000	As Incurred	Before Opening	Vendors (including MPD)
Point of Sale Computers (Note 4)	$19,000 - $21,000	As Incurred	Before Installation	Vendor (MTS)
Credit Card Processing (Note 5)	$6,604	As Incurred	Before Installation / Monthly	Vendors
Leasehold Improvements (Note 6)	$65,000 - $400,000	As Incurred	Before Opening	Vendors; Contractors
Signage	$3,000 - $15,000	As Incurred	Before Opening	Vendors; Contractors
Opening Inventory (Note 7)	$7,000 - $11,000	Lump Sum	Before Opening	Suppliers
Small Supplies (Note 8)	$14,200 - $18,500	Lump Sum	See Note 7	Suppliers; Us
Deposits, Pre-Paid Expenses (Note 9)	$2,500 - $6,000	Lump Sum	Before Opening	Suppliers; Utilities
Business Licenses (Note 10)	$500 - $3,000	Lump Sum	Before Opening	State & Local Agencies
Insurance (Note 11)	$2,366 - $16,500	As Incurred	Before Opening	Insurance Company
Training Expenses (Note 12)	$1,500-8,650	As Incurred	Before Opening	Employees, Hotel, Etc.
Miscellaneous Expenses (Note 13)	$500 - $5,000	As Incurred	As Required	Suppliers, Employees
Architectural and Engineering (Note 15)	$8,000 - $15,000	Lump Sum	Before Opening	Professionals
Technology Fee (Note 16)	$336	Per Accounting Period	Before Opening	Us
Delivery Area, streets database for POS, and shape files for POS and OLO platform Maps	$500	Lump Sum	Upon commencement of Store construction	Us
Brand Launch Program (Note 17)	$15,500 - $25,500	Lump Sum	See Note 17	Us; Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Paid
Store Technology Infrastructure System (Note 18)	$800 - $2,400	As Incurred	As Required	Suppliers
Menu Boards (Note 19)	$600 - $1,200	As Incurred	Before Installation	Vendors
Additional Funds (3 months) (Note 14)	$9,000 - $30,000	As Incurred	As Required	Suppliers, Employees
TOTAL	$285,631 - $804,856			

Development Agreement

Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Development Fee	$5,000 for each Store to be developed	Lump sum	See Note 1	Us
Total	$10,000			

Development Agreement – 2025 Royalty Incentive Program

Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fees (minimum of 3 Stores to qualify)	$25,000 for each Store to be developed	Lump sum	See Note 1	Us
Total	$75,000			

Notes to Item 7 tables:

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

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

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

The amounts that you pay to us are not refundable (except in the limited circumstances described in Item 5 above). Your payment obligations to vendors are not likely to be refundable unless you negotiate those arrangements.

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

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

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

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

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

3. This cost estimate includes all major pieces of equipment for your Store as required under our Manual, installation costs and freight. It does not include any sales tax on the equipment, which varies from state to state. The low estimate assumes the purchase of some refurbished equipment, which we must approve prior to purchase. The upper estimate assumes that you will purchase all new equipment. Our affiliate, MPD, only offers hoods and ovens as large equipment items for sale to our franchisees. MPD is our exclusive approved seller of new ovens. In 2023, MPD's sale of large equipment totaled $2,106,456.00. Of this amount, only approximately $224,111.00 was for hoods and $129,122.00 was for furniture; the remainder was for ovens.

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

5. We require all Stores to be PCI compliant for credit card transactions processed through the Store. Currently, we have 1 approved model of EMV credit card reader machine, which must be purchased through our approved vendor (see Items 8 and 11). We recommend that you have 2 EMV credit card readers. The cost estimate includes the cost of 2 EMV credit card reader machines (one for each required order-taking station in the Store), as well as the monthly PCI compliance fee of $4.95 per month, for the first 90 days. If the Store is not PCI compliant, you will pay a non-compliance fee of $19.95 per month, but that amount is not included in the estimate since all stores are required to be PCI compliant. The cost estimate also includes an estimate of $6,604 in merchant fees for the first 90 days of Store operations, which are paid to third party credit

card companies and are calculated based on the volume and amount of the credit card transactions processed each month. Merchant fees may vary significantly depending on the credit card company's rates, mix of cards presented by customers, and other factors. Our estimate is based on the average merchant fees paid by our system over a 3-month period.

6. You will incur costs for the build-out of your Store, and you must use one of our approved general contractors to complete the work (See Item 8). The high figure assumes substantial rehabilitation costs not normally incurred, and also assumes substantial remodeling of the space, not previously useable by a food business with little or no work performed or funded by the landlord. You may be able to negotiate a construction allowance from the landlord, which may cover a portion of the build-out/leasehold improvement expenses and typically ranges from $0 to $56,000 depending on the size of the space and other relevant factors. The low figure assumes a substantial amount of the work will be performed or funded by the landlord, or that the space is a second-generation restaurant space requiring minimal build-out (which may or may not incur impact fees). Some landlords prefer to offer a free-rent period in lieu of a construction allowance; this is also negotiable. Some landlords may offer neither a construction allowance nor a free-rent period. This amount includes the estimated cost of building permits, and an estimated cost of $20,000 to $30,000 for impact fees assessed by the local regulatory authority or private entity. Each locality assesses its own impact fees, and as a result the amounts may vary widely. The estimate provided represents our historical experiences. We assume you will negotiate with the landlord to cover some or all of the impact fees for you.

7. You will need an initial supply of inventory, including items including food and paper goods. The estimated cost should cover approximately 1 to 2 weeks of operation. All supplies and inventory must meet our standards and specifications (see Item 8).

8. You will need various "small supplies," including various hand tools for pizza making. You will also need miscellaneous stationery and office supplies, including forms we designate (see Item 8), and your first set of job aids. You will also need to purchase uniforms for your employees.

9. The estimate includes deposits that may be refundable to you at a later time. In most cases, your lease will require you to pay electric, gas, water and other utilities directly; however, some landlords cover some utility charges through CAM fees or operating fees (see Note 2 above).

10. You should consult your lawyer or your local county and state authorities about the specific legal requirements for business licenses and related types of expenses in your local area.

11. Insurance costs may vary in different localities. The estimate is for initial amounts paid in the first 90 days. If you have employees, you must maintain adequate workers' compensation and liability insurance. The requirements and rates for workers' compensation insurance vary widely from place to place. We reserve the right to require additional types of insurance and coverage as provided under the Franchise Agreement. See Item 8 for our insurance requirements.

    During training, you must obtain workers' compensation insurance on yourself and on all personnel undergoing training at our facilities. You must also have the insurance coverage outlined above in effect at the beginning of the training period, and maintain it throughout your training. You will not be allowed to begin training until you have given us proof of insurance coverage.

12. This estimate does not include additional training fees, which would apply if you decide to send more than 1 person to the initial training course (see Item 6). For training requirements in general, see Item 11. These costs would be paid to other suppliers such as hotels and airline companies if you were traveling. The estimate includes a non-refundable training registration fee of $225 per person to cover incidental costs of administering the training, such as printed materials, meals during the training sessions, and behavioral assessments.

13. "Miscellaneous expenses" includes a variety of other costs. Legal expenses would be a miscellaneous expense included in this cost estimate. In some cases, you may need assistance from others in helping to obtain financing for your Store. The amount of that assistance may depend on the amount of your loan and may run as high as 3% of your financed amount (or more in some circumstances). In addition, if your financing must be guaranteed by the SBA (Small Business Administration), the SBA may require you to pay a 3% guarantee fee.

14. We require you to have a minimum of $9,000 in working capital available when your Store opens for business and all expenses are paid. This is an estimate only of the amount of funds you may need for start-up and additional payroll expenses you may incur, and your start-up expenses may be higher or lower. We relied on our experience in working with our predecessor and our franchisees in compiling these working capital estimates.

15. You will be required to obtain a site survey, professional blueprints and engineering drawings for your Store and in most cases to obtain construction permits, food service permits, and other required permits. You must only use an architect approved by us in advance. Presently, we have multiple approved architects for use (See Item 8). We will review and approve the base line drawings and the final blueprints in order to ensure compliance with the System. You will be responsible for all architectural, engineering and similar fees.

16. You will be required to pay to us $111.84 per Accounting Period for the Technology Fee. This amount estimates the Technology Fee for three (3) Accounting Periods.

17. The total cost of the Brand Launch Program is $15,500 and covers the expected costs of marketing efforts related to your Store's initial opening. You will pay this amount to us in full when you start construction on your Store. If, within 8-12 Accounting Weeks of the Store's opening date, the Net Royalty Sales for the Store on a weekly basis do not achieve at least (a) 90% of the Average Weekly Sales for the DMA in which the Store is located, or (b) 90% of the Average Weekly Sales for the System, whichever is lower, then we will evaluate the operational and marketing performance of the Store and develop an improvement plan which may include (in our sole discretion) a requirement for Franchisee to spend an additional amount up to $10,000 (for a total maximum required expenditure of $25,500) in additional marketing and advertising for the Store which has been approved in advance by Franchisor. You will pay these additional sums directly to the vendors. For this purpose, "Average Weekly Sales" shall be determined as the weekly average of the sales for all Marco's Pizza® stores in the DMA or the System (as applicable) for the preceding 13 Accounting Periods. All marketing must be approved by us. Stores that relocate or are re-openings of formerly closed Stores are also required to participate in the Brand Launch Program, but we may require specialized marketing programs for those grand openings.

18. The total cost of the Store Technology Infrastructure System is for a basic configuration of SDWAN (software defined wide area network), which includes high-speed internet service with hardware, installation, and ongoing maintenance and service. SDWAN provides increased data security, Wi-Fi and issue/connectivity management tools, and other benefits. The estimate is for initial costs to be paid in the first 90 days and a one-time installation and set-up fee of $30-$600. The actual cost may vary depending on the availability of these services in your Store's particular region. You must purchase this system through one of our approved vendors. Depending on the Store site, you may incur costs to run the necessary internet access capabilities to the site. Our approved technology vendors may cover a portion of such expenses up to $6,000, and you may be able to negotiate with the landlord to cover all or a portion of any remaining associated expenses.

19. You must purchase 3 digital menu boards for your Store. You may purchase digital monitors from any supplier so long as the monitors meet the required specifications (See Items 8 and 11). This cost estimate includes the cost of 3 monitors, display mounts/hardware, and installation.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES"

General

You must operate your Store in strict conformity with the methods, standards, and specifications that we prescribe in the Manual or otherwise in writing. Among other things, you must purchase equipment, fixtures, software, ingredients, paper products and other items in accordance with our specifications.

Depending on the item, our purchasing specifications may include particular brands or models, particular characteristics of the products and services to be purchased, or one or more particular sources for the product or service. We reserve the right to change our specifications during the franchise term in our sole discretion.

We will require you to use only real estate brokers from our list of approved brokers to locate a commercial retail site for your Restaurant. You must deal directly with any such real estate brokers. We will neither receive payments from designated or approved general contractors or real estate brokers; nor will we have any liability to you for their acts or omissions. We typically have one approved broker per market.

General Contractors and Architects. We have the right to require that you use a specific vendor for architectural and engineering services. Additionally, you must complete the construction and build-out of your Store using only a general contractor who has been approved by us in advance.

General Contractor approval process. Upon reasonable request, we will consider the approval of other general contractors for Store construction services, but we are under no obligation to approve any particular contractor or any minimum number of them. General contractors may apply using our then-current application process, which will evaluate criteria including but not limited to the contractor's qualifications, licensures, insurance coverage and bonding, and past project history/references. We do not currently charge a fee for such application, but we reserve the right to require that the applicant reimburse us for costs that we incur in evaluating the application. Our review is typically completed within 120 days and we will notify the applicant in a timely manner thereafter. To become approved, the new general contractor must sign an agreement in a form acceptable to us. We reserve the right to withdraw our approval of a general contractor at any time if they no longer meet our criteria.

Equipment, fixtures and leasehold improvements. You must purchase your Store equipment, leasehold improvements, and fixtures from an Approved Distributor according to the specifications outlined in our Manual.

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

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

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

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

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

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

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

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

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

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

Approved Distributor. Our affiliate, MPD, is an Approved Distributor for equipment, produce, and other items necessary to operate a Store, in addition to our other Approved Distributors, who are designated to serve franchisees by geographical regions. Depending on the geographical location of your Store, you may be required to make certain purchases from MPD. Our affiliate, MTS, is the only Approved Distributor for the point-of-sale system and certain other technology-related products and services necessary to operate a Store.

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

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

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

We do not currently charge a fee for such approval, but we reserve the right to require that a nominee reimburse us for costs that we incur in testing and evaluating their application. Among other criteria, we may consider the nominee's ability to demonstrate that it can meet the purchasing needs of neighboring franchisees or the entire chain. We may also consider the impact of any potential loss of our chain's purchasing power with existing suppliers and distributors. Our review is typically completed within 120 days, and we will notify you within 30 days after our review is completed. To become approved, the new supplier or distributor must sign an agreement in a form acceptable to us. We reserve the right to withdraw our approval of a supplier or distributor if they no longer meet our criteria, or if our supply or distribution agreement expires.

To become an Approved Distributor of Proprietary Items, the distributor must agree, among other things, to deliver only approved food and packaging items to your Store (no rogue items) and to meet our standards and specifications (including details such

as shelf life and temperature specifications for storage and transit of food items to your Store). We currently require distributors to pay us a product management and trademark service fee for food and paper items shipped to the Stores. The fee varies slightly as to each distributor, but we expect that this fee is averaged at approximately 0.37% of your sales. We use part of this fee to help offset the costs of operating a bulk food purchasing program for the benefit of franchised stores and also, in some cases with respect to certain vendors, for a limited purpose license to use our trademarks. Through our food purchasing program, we negotiate bulk purchasing arrangements and develop and enforce standards and specifications, assess new proposed suppliers and distributors, negotiate business terms, and fund research and development of non-proprietary items by our Product Integrity group.

Our Interest in Suppliers. We are not an approved supplier or the only supplier of any products or services. As described in this Item, MPD and MTS may be an approved distributor or the only approved distributor for certain products, and certain of our officers own an interest in MPD. Except for our officers' interest in MPD, none of our officers owns an interest in any privately-held suppliers, or a material interest in any publicly-held suppliers. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

Insurance. You must obtain and keep in full force and effect comprehensive liability insurance, in the types and amounts as we designate from time to time in the Manuals. Currently, we require the following coverages:

- Commercial General Liability: broad form coverage with $1,000,000 per occurrence and $2,000,000 in the aggregate.
- Property: coverage for (i) physical damage to all real and personal property (including improvements, betterments, and stock) at full replacement cost, written on an ISO property special cause of loss coverage form (or equivalent), and (ii) business interruption/income for actual loss sustained basis or loss income basis for up to 12 months, including coverage for lost profits and continuing expenses (including royalties and advertising fund contributions).
- Hired & Non-Owned Auto Liability: coverage of $1,000,000 per occurrence.
- Statutory Worker's Compensation: coverage in accordance with state law and in an amount not less than $500,000 per accident. We do not recognize "alternative coverages" such as occupational accident policies, which are available in some states. Such coverages do not meet our insurance requirements.
- Liquor: Only required if you are authorized by Franchisor to sell beer/wine from your Store. Coverage must be in an amount of $1,000,000, or in compliance with any applicable legal and regulatory requirements if a higher amount is mandated.
- Owned auto: Only required if you own any vehicles used for Store deliveries, in an amount of $1,000,000 per occurrence.

We also recommend, but do not require, that each Store also obtain the following coverages:

- Employer Practices Liability: coverage of $1,000,000 per occurrence for employment-related claims made by employees, including discrimination, wrongful termination, and harassment. A group policy is currently available for Marco's franchisees through Huntington Insurance Group (subject to availability).
- Cyber Liability: coverage of $500,000 per occurrence for risks relating to information technology infrastructure and activities, including internet-based activities, data breaches, and other security compromises.
- Umbrella Liability: coverage of $1,000,000 for the franchise entity and its officers and shareholders/partners personally, for excess of the Commercial General Liability and Hired & Non-Owned Auto Liability policies.

You must include us as an additional insured on a primary and non-contributory basis on all insurance policies required to be obtained (except workers' compensation and employer practices liability) and provide a current copy of each required insurance policy (including all endorsements) and certificates of coverage to us at inception and upon each renewal. All policies of insurance must include a provision prohibiting cancellations, non-renewal or material changes to the policies until 30 days' prior written notice has been given to us in writing. All insurance must be placed with a reputable insurance company licensed to do business in the state in which the Store is located and having a minimum financial size category of VII and policy holder's rating of "A" (excellent) or better as assigned by A. M. Best and Company, Inc. We may decide that these insurance requirements might not be sufficient in the future, and you must, upon written notification, increase the limits of the insurance coverage as we specify.

If you fail to obtain or maintain in force any insurance we require or fail to furnish any certificates we require, we will have the right (but not the obligation) to obtain that insurance (or certificate) and you must reimburse us for all premiums and other costs that we incur.

Gift Card Program. You must participate in the gift card program administered by our approved third-party vendor, which permits retail customers to purchase store value coupons certificates, electronic cards, or physical cards which are sold and redeemed throughout the System. You may not issue any store value tokens, certificates or cards that are not approved by us. As of the date of this Disclosure Document, the monthly cost for physical cards is $5.00, paid directly to the vendor. Our current vendor is Valutec, but Franchisor reserves the right to change the Vendor in its sole discretion.

Revenue Derived from Franchisee Purchases and Leases

We and our affiliate, MP MARKS, currently receive fees, marketing support and/or other payments from our food, beverage and packaging suppliers and distributors based on the purchases made by our franchisees. The fees and other payments from

these providers vary based on the type of product and supplier, but they range from a flat rate of $0.50 per unit to $1.50 per unit (i.e., case, pound, etc.). We also receive rebates from certain of our equipment suppliers of 1.5% - 2.5% (if certain conditions are met) of franchisee purchases. We contribute certain of these payments to the Brand Development Fund, and apply other payments to fund R&D studies for specialty product design and specifications, to pay the costs of monitoring quality assurance and supplier performance, additional marketing support in certain markets, and for general corporate purposes..

During the fiscal year ended December 31, 2023, we derived $5,613,736 as a result of required franchisee purchases and leases, representing 9.7% of our total revenues of $58,525,674. During the fiscal year ended December 31, 2023, our affiliate, MP MARKS, derived $5,605,558 in revenue as a result of required franchisee purchases and leases. During its fiscal year ended December 31, 2023, MPD derived $64,788,129 in revenue from the sale of food, paper goods, equipment, supplies, uniforms, and merchandising items to our franchisees.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that required purchases and leases, excluding your commercial real estate lease, will account for 36% to 63% of all of your purchases and leases in establishing the franchised business, and 92% to 98% of all of your purchases and leases in operating the franchised business.

Description of Purchasing Cooperatives; Purchasing Arrangements

We may negotiate purchasing arrangements with Approved Suppliers and Approved Distributors on behalf of franchisees, although we have no obligation to do so. There are currently no purchasing cooperatives or distribution cooperatives in the Marco's Pizza system (although we do conduct, for the benefit of franchised Stores, bulk purchasing programs). We do not grant material benefits (e.g., granting additional franchises) to franchisees based on the franchisees' purchase of particular goods or services or use of particular suppliers. While our affiliates MPD and MTS sell items to franchisees, we do not currently sell items to our franchisees; however, from time to time we may purchase certain products in bulk and resell them to Approved Distributors for resale to franchisees in an effort to balance price fluctuations, delivery costs or both, and we reserve the right to sell items to our franchisees in the future. Currently, we do not receive any material monetary benefit from such purchases, but reserve our right to do so in the future.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	2.43 and 7	7 and 11
b. Pre-opening purchases/leases	7.8 and 7.11	7 and 8
c. Site development / other pre-opening requirements	7 and 9	7 and 11
d. Initial and on-going training	8 and 10	11
e. Opening	9.2 and 9.3	11
f. Fees	2.31, 2.42, 3.7, 4, 7.9, 9.2, 11, 12,13.4, 14.2, 19.6.8.1, and 20.2.4.6	5, 6 and 11
g. Compliance with standards and policies/Operations Manual	2.35, 12	11
h. Trademarks and proprietary information	2.36, 12.11, 17	13 and 14
i. Restrictions on products/services offered	12.7, 12.8, and 12.10	16
j. Warranty and customer service requirements	12.13.2	11
k. Territorial development and sales quotas	Not Applicable	12
l. On-going product/service purchases	12.7, 12.8	8
m. Maintenance, appearance and remodeling requirements	7.12, 12.12	8 and 11
n. Insurance	18.2	6, 7, 8
o. Advertising	2.10, 2.11, 2.27, 11	6 and 11
p. Indemnification	18.1	6
q. Owner's participation/management staffing	2.25, 13.1 - 13.3	11 and 15
r. Records/Reports	2.19 and 14	6
s. Inspections/Audits	12.10 and 14.3	6 and 11
t. Transfer	20	17
u. Renewal	2.40 and 3	17
v. Post-termination obligations	19.6 and 19.7	17
w. Non-competition covenants	13.4	17
x. Dispute resolution	21	17
y. Other (Personal Guarantee)	Exhibit A	Item 15

Development Agreement

Obligation	Section in Development Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	5.1	7 and 11
b. Pre-opening purchases/leases	Not Applicable	7 and 8
c. Site development / other pre-opening requirements	3, 5.1.2, and Ex. A.	7 and 11
d. Initial and on-going training	Not Applicable	11
e. Opening	Not Applicable	11
f. Fees	2, 3.3	5 and 6
g. Compliance with standards and policies/Operations Manual	6.3	11
h. Trademarks and proprietary information	1.3, 1.5, 14.4	13 and 14
i. Restrictions on products/services offered	Not Applicable	16
j. Warranty and customer service requirements	Not Applicable	11
k. Territorial development and sales quotas	1.1	12
l. On-going product/service purchases	Not Applicable	8
m. Maintenance, appearance and remodeling requirements	Not Applicable	11
n. Insurance	Not Applicable	6, 7, 8
o. Advertising	Not Applicable	6 and 11
p. Indemnification	11	6
q. Owner's participation/management staffing	Not Applicable	11 and 15
r. Records/Reports	3.2	6
s. Inspections/Audits	Not Applicable	6 and 11
t. Transfer	7	17
u. Renewal	Not Applicable	17
v. Post-termination obligations	6.4 and 6.5	17
w. Non-competition covenants	8	17
x. Dispute resolution	15.2, 15.3, and 15.4	17
y. Other (Personal Guarantee)	Exhibit A	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, Marco's Franchising, LLC is not required to provide you with any assistance.

Some of the assistance we provide to you is furnished by our Area Representatives or other third parties operating under our direction and guidance. We will remain responsible, however, for all assistance even if it is provided by an Area Representative.

Before you open the Store

1. We will provide an initial training program. The initial training program generally consists of 9 weeks at our training center ("Marco's University") and a certified training store at a location that we deem appropriate. (Section 8.4, Franchise Agreement). Training is also discussed below in this Item 11 under the subheading "Training". However, if the Franchise Agreement is for a "Key Management Employee" of a Store on a reduced franchise fee program, or for your second or subsequent Store, we are only obligated to provide training in duration and scope as we determine to be appropriate in that specific case in our sole judgment. This training may include supervisory training.

   If you have signed a Development Agreement, we will provide the same training for the first Store you develop under the agreement as for a single Store (Franchise Agreement, Section 8).

   Before opening a fourth store, or for franchisees currently operating 4 or more stores, if you purchase an additional store, you will be required by us to have an "above store leader," and you will be required to provide us with your business plan to manage store operations and demonstrate to us that you are prepared to oversee four or more stores and, additionally, you and others on your team, including Key Management Employees, may be required to participate in and complete to our satisfaction a training program at your sole cost and expense.is The requirements in the preceding sentence is in addition to the requirement to complete the Multi-Unit Leadership Excellence ("MULE") Course.

2. We will provide you with guidance in obtaining a site for your Store (the "Site"). (Franchise Agreement, Section 7.2 and Section 7.6). Our site selection process, site selection area, approval guidelines, and criteria are discussed below in this Item 11 under the subheading "Site Selection." You, working with a real estate broker authorized by us, must select the site for the Store within the site selection area as outlined in our policies and, once selected, the site will be designated in the Franchise Agreement. Our written authorization of the site is required before you sign any Lease Agreement.

3. We will provide you with general design and decor plans and a basic layout for the Equipment to be installed at the Store. These plans will include dimensions, exterior design, materials, interior layout, and Equipment plans, and decorating specifications. Subject to our approval, you may modify our basic plans and specifications only to the extent required to comply with various applicable local ordinances, building codes and permit requirements. (Franchise Agreement, Section 7.10).

4. We will assist you in obtaining the Equipment and Supplies required by the Manuals; provided, however, any financing assistance as may be required will be arranged by separate agreement between you and a lending institution of your choice. (Franchise Agreement, Section 7.11 and Section 7.12). We do not provide, install or deliver these items directly to you. We will provide you with a list of our approved suppliers who are bound to comply with our written specifications.

5. We will provide you with electronic access to the Manual during the term of your Franchise Agreement, through digital format or our e-learning system (Franchise Agreement, Sections 12.1 and 12.5). As of the date of this Disclosure Document, the Operations Manual contained 437 pages. The table of contents of the Operations Manual is attached as Exhibit F.

6. We will provide you advice and guidance in preparing to open your Store, including standards and procedures for obtaining inventory and supplies, providing approved services, advertising and promoting the business, and operating the Store (Franchise Agreement, Section 7.12).

7. Grant a license to use the System and Marks, within the Area of Responsibility, for an initial term of 10 years (Franchise Agreement, Section 3.1).

8. Designate your Area of Responsibility (Franchise Agreement, Section 3.2) and designate your Delivery Area (Franchise Agreement, Section 12.13.3).

During the operation of your business:

1. We will provide you with mandatory and recommended changes to our Manuals and policies during the course of the Franchise Agreement with us and will provide continuing advice, guidance and assistance, as we determine reasonably necessary concerning the System. The mandatory and recommended changes to our Manuals and guidance may be furnished in the form of bulletins and other written materials, consultations by telephone or in person, or by any other means of digital format communications. (Franchise Agreement, Section 10.1)

2. We will provide additional required and/or voluntary training courses that we periodically make available to you and your employees on an “as available” basis, upon our then-current terms for providing additional training. (Franchise Agreement, Section 10.2)

3. We will administer the Brand Development Fund as stated in the Franchise Agreement and as described below in this Item 11. (Franchise Agreement, Section 11.2)

4. We will administer the National Advertising Fund as stated in the Franchise Agreement and as described below in this Item 11. (Franchise Agreement, Section 11.3)

Site Selection

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

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

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

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

Real Estate & Restrictions on Lease of Site

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

Your real estate lease must be amended by the Marco's Pizza Standard Lease Rider (Exhibit H). The purpose of the Marco's Pizza Standard Lease Rider is to grant us certain rights under the lease. No revisions can be made without our prior approval. Because we are a signer on the Marco's Pizza Standard Lease Rider it must remain a separate document and may not be incorporated into the lease document, except as an

addendum, without our approval. Please note that no real estate lease may be signed unless you have received the Marco's Permitted Site Letter which documents your permission to operate at the Site and you have signed a Franchise Agreement for that Site and paid the initial franchise fee.

The underlying lease for the Site must meet the requirements described in Section 7.6 and 7.8 of the Franchise Agreement. If you do not open your Store within ~~270~~365 days of the date you enter into the Franchise Agreement, we will have the right to terminate the Franchise Agreement.

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

Initial Training

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

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

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

TRAINING PROGRAM

Marco's University Online (MUO) eLearning			
Course/Subjects	**Hours of Online Training**		**Location**
• Introduction	0.3		eLearning
• Store Safety and Security	0.33		eLearning
• Cleaning and Sanitizing	0.33		eLearning
• Curbside	0.10		eLearning
• Insider: Saucing	0.17		eLearning
• Insider: Toppings	0.17		eLearning
• Insider: Cheesing	0.17		eLearning
• Insider: Cut Table	0.22		eLearning
• Insider: Cheezy Bread	0.12		eLearning
• Dough Mix	0.17		eLearning
• Insider: Dough Prep	0.25		eLearning
• Insider: Dough Stretch	0.15		eLearning
• Insider: End of Line	0.17		eLearning
• Insider: Counter Service Excellence	0.25		eLearning
• Insider: Guest Recovery For Managers	0.15		eLearning
• Insider: Food Prep	0.40		eLearning
• Marco's: Driver	0.40		eLearning
• LSM: Marco's Slice of Community/MPF	1.00		eLearning
• Service Profit Chain	0.83		eLearning
• Profit & Loss	0.4		eLearning
• Ciao Net	0.5		eLearning
• Using Your Marco's Email Account	0.17		eLearning
• Restaurant Organizational Guide	1.0		eLearning
• The Travel Path System	0.25		eLearning
• The Travel Path System	0.25		eLearning
• Risk Management Webinar	0.5		eLearning

Marco's University Online (MUO) eLearning			
Course/Subjects	**Hours of Online Training**		**Location**
• Communications Webinar	0.25		eLearning
• Hire Them Right 101: The Basics of Building an Engaged Team	0.25		eLearning
• Anti-Harassment and Anti-Discrimination	1.5		eLearning
• Employer Payroll and Tax Filing	0.5		eLearning
• Profit Keeper Webinar	1.0		eLearning
• Leadership 099	0.25		eLearning
• How to Conduct a Financial Audit of Your P&L Statement: Drive Profitability Roadmap	1.5		eLearning
• LSM - Marco's Top 5 LSM Tactics	0.2		eLearning
• Leadership 100	0.5		eLearning
• Engage Through Inclusion, Involvement, & Development	0.5		eLearning
• Leadership 102: Introduction to Marco's Mission Alignment	0.75		eLearning
• 3 R Guest Recovery	.6		eLearning
• Business Acumen	.5		eLearning
Total E-Learning Hours: 16.8			

101 Virtual Format (2024 Update)			
Classroom Training Subjects	**Hours of Classroom Training**		**Location**
• Living Our Culture and Values and Cultural Beliefs	5.0		Online/eLearning
• Overview of the Service Profit Chain	5.0		Online/eLearning
• An Introduction to Business Acumen	10.0		Online/eLearning
• Marco's 10 Operating System	5.0		Online/eLearning
• Building Strong Relationships in our Communities	5.0		Online/eLearning
• Introduction to Dough Management and Product Assembly	5.0		Online/eLearning
• Course Review and Closure	5.0		Online/eLearning
Total Virtual Learning Hours: 40 Hours (Remote Instruction - Online/eLearning)			

Operational Excellence Lab (OE Lab) 6-Week Training Store Practicum		Total OTJ Hours (Must include at least 266 total hours documented in the Training Store's POS)	Location
• Introduction/Orientation		2	Certified Training Store
Week 1:			
• Store set-up • Daily Shift Operations • Food Preparation • General Store Cleaning • Driver Station Functions • Weekly Webinar		44	Certified Training Store
Week 2			
• Review of Week 1 • Bump Station 1 • Bump Station 2 • Cut Table • Pizza Hand Off • Weekly Skill Checks • Weekly Webinar		44	Certified Training Store
Week 3			
• Review of Week 1 & 2 • Opening Checklists • Daily Shift Operations • Inventory and Forecasting • Dough Management • End of Shift • Weekly Skill Checks • Weekly Webinar		44	Certified Training Store
Week 4			
• Review of Week 1-3 • Closing Procedure • Recruitment and Retention • Drivers • General Administration - Managing Employees • Weekly Skill Checks • Weekly Webinar		44	Certified Training Store
Week 5			
• Practicing skills learned in weeks 1-4 • Weekly Skill Checks • Weekly Webinar		44	Certified Training Store
Week 6			
• Practicing skills learned in weeks 1-4		44	Certified Training Store

Operational Excellence Lab (OE Lab) 6-Week Training Store Practicum		Total OTJ Hours (Must include at least 266 total hours documented in the Training Store's POS)	Location
• Weekly Skill Checks • Weekly Webinar			
Total In-Store OTJ Hours: 266 (To be recorded/captured by clocking into/out of the POS)			

Introduction to Operational Excellence 102			
Classroom Training Subjects (In-Person)	**Hours of Classroom Training**		**Location**
• Welcome Back/Learning Goals	1.0		Support Center
• Food Prep and MOMS	5.0		Support Center
• Dough Science and Prep	5.0		Support Center
• Product Assembly and Testing	8.0		Support Center
• Business Acumen Revisited A	3.0		Support Center
• Business Acumen Revisited B	4.0		Support Center
• Leadership Principles	2.0		Support Center
• Employee Recruitment and Retention	3.0		Support Center
• Final Project Preparation	4.0		Support Center
• Final Project Presentations	4.0		Support Center
• Graduation	1.0		Support Center
Total Introduction to Operational Excellence 102 Training Hours: 40 (In Person)			
Total Training Hours (in-person program): 362.93			

Note 1. We will attempt to schedule the six (6) weeks of OE Lab training at a Certified Training Store within reasonable proximity of your Store, if one is available.

Note 2. We may require a trainee to complete additional OE Lab training hours during the IOE Lab if we, in our sole discretion, determine that such additional hours are necessary for trainee to satisfactorily learn and demonstrate the required skills.

Continuous Training. You must, upon opening the Store for business, implement and maintain a continuous training program for your employees in accordance with applicable training standards and procedures we prescribe in the Manuals, our training programs and portals, or any subsequently published notices or memorandum. You

must purchase from us and utilize all training aids which we may periodically require, such as films, videotapes web/internet, and printed materials. You must refrain from employing or continuing to employ any person who fails to successfully complete any of our required training programs (within 60 days of hire).

Multi-Unit Leadership Excellence (MULE) Program

The Multi-Unit Leadership Excellence (MULE) training course is currently open on a limited basis to qualifying franchisees and their employees serving in a multi-unit leadership role within the System, including having an "above store leader," and you and others on your team, including Key Management Employees, may participate in and complete to our satisfaction a training program at your sole cost and expense, including but not limited to the training referenced below. Completion of the MULE course is required for franchisees with 4 or more Stores. The subjects covered in the MULE program are described in the table below.

MULE Program Course Subjects		Total Hours	Location/Type
Pre-work		1	Online (asynchronous)
Week 1: The Path to Leadership		1.25 1.75	Online (asynchronous) Online (group)
Week 2: Leading by Example		1.5 2.0	Online (asynchronous) Online (group)
Week 3: Building and Coaching Teams		1.5 1.5	Online (asynchronous) Online (group)
Week 4: Marketing and Beyond: ● Mid-Term Exam		1.5 1.5	Online (asynchronous) Online (group)
Week 5: Leadership Requirements and Transition ● Individual Coaching Sessions (minimum of two)		1.5 1.5	Online (asynchronous) Online (group)
Week 6: Handling Adversity and Stress		1.5 1.5	Online (asynchronous) Online (group)
Week 7: ● Self-care and Wellness		1.5	Online (asynchronous)
Week 8: ● Power of Synergy		36	Support Center
Total Training Hours: 57			

Roderick Sanders oversees and directs all training as our Senior Vice President and Chief People Officer. He has over twenty-five years' experience in the training and education field and he has been with us for nine (9) years. He has been our Senior Vice President and Chief People Officer since December 2019, and was our Vice President of Talent Management from February 2018 to December 2019. Prior to that, he was our Senior Director of Learning and Development from January 2015 to February 2018.

Our training sessions are conducted in English by various highly trained and experienced personnel in store operations, marketing, accounting, and other essential elements for operating Marco's Pizza Stores.

Various training store Certified Trainers (Brand Ambassadors) who have completed our certification program will lead your OE Lab training and certify your mastery of the OE Lab curriculum.

You must pay all expenses incurred in connection with training, including travel, living expenses, compensation, worker's compensation insurance and any other expenses of the Designated Franchise Operator or your other employees during the duration of any training program.

You or your Designated Franchise Operator must complete the initial training program to our satisfaction before opening your Store. If you or your Designated Franchise Operator fails to complete the initial training program to our satisfaction, or if we, in our sole discretion at any time, determine that you or your Designated Franchise Operator is not capable of satisfactorily completing the initial training program, or are not a cultural fit for the organization (e.g., disrupt class, do not demonstrate alignment with our organizational culture, or do not comprehend or communicate in English with the level of proficiency required), then we may, in our sole discretion, terminate the Franchise Agreement upon written notice to you. We will not terminate the Franchise Agreement without providing you an opportunity to designate (one-time) an alternative Designated Franchise Operator within 20 days from the date which we determine the initial Designated Franchise Operator is unacceptable.

If either you or the Designated Franchise Operator discontinue their active roles with your Store or otherwise cease active full-time involvement in your Store, then you must identify a qualified replacement (who must be reasonably acceptable to us) for our initial training program not more than 20 days after the end of the former person's full-time employment, involvement, and/or management responsibilities. The replacement must attend and successfully complete the next available IOE Block, per the published schedule to the established standards, and you must pay us a training fee in the amount of $5,000 for each replacement who must be trained, with payment to be made before replacement training begins.

You or the Designated Franchise Operator may also be required to attend refresher courses, seminars, and other training programs that we may reasonably require periodically.

The instructional materials include the Operations Manual, Trainer Checks, various online materials and quizzes.

Pre-Approval Operational Assessment

We may require all financially qualified and otherwise approved franchisee candidates to attend an Operational Assessment ("OA") before your execution of the Franchise Agreement. We have the right to require any candidate to satisfactorily complete such program before execution of the Franchise Agreement. There is no cost for you to participate in the OA. The objective of the OA is to provide both you and us sufficient information about your in-store operational disposition and temperament to help predict your performance in the Initial Training program. We make no warranties that satisfactory completion of the OA will guarantee any level of success in the Initial Training program or its tests or in actual operations of your Store.

The major objectives of the OA will be to determine your ability to successfully handle customer contact, learn the fundamentals of pizza store operations, understand the challenges and rigors of the food service industry, and comprehend basic store administrative and people leadership/management functions. The program will require a total time commitment of a minimum of 3 hours working at a Marco's Pizza Store on a Friday or Saturday evening (peak hours). A summary report checklist and recommendation of the responsible trainer will be provided to the candidate. Before participation in the OA, the candidate will sign a standard non-disclosure agreement and agree to hold us and our participating training Store harmless from any injury or damage suffered during the OA.

Advertising

We use a comprehensive marketing and advertising program consisting of:

(1) Our System-wide brand enhancement and development fund ("Brand Development Fund" or "BDF") to develop brand awareness through a variety of sources and uses, including public relations and the creative content of advertising materials used to support the National Advertising Fund and in-store branding elements, in various mediums of advertising, marketing and promotion of the Marco's Pizza brand.

(2) Various levels of geography-based advertising funds ("Geography Based Advertising Fund" or "GBF"), comprised of a National Advertising Fund and/or Regional Advertising Funds, to purchase media and undertake marketing and promotional activities on a national and/or regional basis.

(3) Market level advertising cooperatives ("Market Advertising Cooperative" or "Ad Co-op") to combine the resources of several Stores and manage advertising media purchases and develop marketing and promotional activities in a defined local or regional market area to increase the effectiveness.

(4) Other advertising, marketing and promotional activities at the local store or community level ("Local Store Marketing" or "LSM").

We are not required to conduct any specific form of advertising, and are not required to spend any amount on advertising in the area or territory where your Franchised Business is located. Currently, we do not set menu prices for you, and you are not required to obtain our approval of the prices you intend to charge. However, you must participate in any promotions we require. And at any time, we may establish, and you expressly agree to honor, minimum, maximum, and other prices for menu items, promotions, and services offered by your Store, to the extent allowed by applicable law.

You must spend a minimum of 7% of your Net Royalty Sales in the form of fees, payments, and expenditures described in Item 6 related to our advertising, marketing and promotional programs. We have the authority to determine what percentage of your required advertising related expenditures will be paid to us and we or our affiliates will manage those expenditures through a combination of funds, including a Brand Development Fund, various Geography Based Advertising Funds (as stated in more detail below) and a Market Advertising Cooperative. You may also be required to initiate advertising, marketing and promotional activities at your local Store level. The combined amount of required advertising marketing and promotional expenditures for your Store, calculated as a percentage of your Net Royalty Sales ("Total Marketing Spend"), is summarized below:

<table>
<tr><th colspan="4">Advertising Requirements</th></tr>
<tr><td></td><td>Category of Spend</td><td colspan="2">Percent of Net Royalty Sales</td></tr>
<tr><td>A</td><td>Required Minimum for Total Marketing Spend by your Store</td><td>7%</td><td></td></tr>
<tr><td colspan="4">Allocation</td></tr>
<tr><td rowspan="5">B</td><td colspan="2">Managed By Us</td><td rowspan="3">Combined 5 - 7%</td></tr>
<tr><td>Brand Development Fund:</td><td>1.5% Maximum</td></tr>
<tr><td>Geography Based Advertising Fund:</td><td rowspan="3">5.5% Maximum, combined for all levels of GBFs. Credit for Ad Co-op expenditure may apply.</td></tr>
<tr><td>National Advertising Fund</td><td rowspan="2"></td></tr>
<tr><td>Regional Advertising Fund</td></tr>
<tr><td rowspan="3">C</td><td colspan="2">Managed By You or a Market Ad Co-op</td><td rowspan="3">Combined 0% - 2%</td></tr>
<tr><td>Local Store Marketing:</td><td>Must equal the difference of 7% minus the percentage contribution required in B above.</td></tr>
<tr><td>Market Advertising Cooperative</td><td>Credit for your Ad Co-op expenditure against the required GBF contribution (other than NAF) may apply.</td></tr>
</table>

Brand Development Fund

To fund the Brand Development Fund, you must pay us an amount currently equal to 1% of Net Royalty Sales. We have the right to increase the Brand Development Fund contribution up to a maximum of 1.5% in the future. We will give you at least 90 days' prior written notice if we choose to increase the required contribution. Brand Development Fund payments must be reported and paid to us at the same time and in the same manner that the Royalty Fees are reported and paid.

We have the right to determine how the Brand Development Fund will be allocated and spent toward various activities of brand development, including producing creative marketing materials, public relations agency fees, developing and maintaining social media and websites, franchisee-accessible intranets, product testing, market and consumer research, franchise conferences, public relations, administrative expenses, and any other program or activity we determine will enhance the recognition and value of the brand. This fund may purchase media occasionally, but that is not the general purpose of the Brand Development Fund.

While not contractually required to do so, Company-owned Stores contribute to the Brand Development Fund and any applicable Regional Advertising Fund in the same manner as the franchisees.

National Advertising Fund

To fund the National Advertising Fund, you must pay us an amount currently equal to 4% of the Net Royalty Sales. The National Advertising Fund is a Geography-Based Advertising Fund (see below).

Geography Based Advertising Funds

You must contribute to one or more Geography Based Advertising Funds in amounts that we designate, but not to exceed a total of 5.5% of the Net Royalty Sales of the Store. The designated GBF may be a National Advertising Fund (described above) or a Regional Advertising Fund, or you may be required to contribute to both. We may initiate a Geography Based Advertising Fund or change a region's boundaries upon 30 days' prior written notice to you. We may increase or decrease your Geography Based Advertising Fund payments upon 30 days' prior written notice to you, but we cannot make your combined GBF payments greater than 5.5% of your Net Royalty Sales. All modifications will continue in effect until we or our designee send you written notice of any change.

These Geography Based Advertising Funds support advertising, marketing and promotional programs throughout the United States or for a designated region, including the placement and purchase of advertising in various media. We have the exclusive right to determine how the National Advertising Fund and Regional Advertising Funds will be allocated, and spent, toward all advertising, marketing and promotional activities on a national or regional basis, respectively.

The Geography Based Advertising Fund payments must be reported and paid to us or our designee each Period. The National Advertising Fund will be available for use by us across the entire United States. We will spend all your Regional Advertising Fund contributions within the region where your Store is located. However, you understand that we have no obligation to ensure that you will benefit directly or on a proportionate basis with other stores from the placement of any type of Geography Based advertising, either nationally or regionally. It is our intention, but we are not required, to form a Regional Advertising Fund for any market area when a certain number of stores are established in that market to allow sufficient advertising efficiency and market penetration. The region boundaries may include all or part of a single Designated Market Area ("DMA"), or multiple DMAs. Currently, we have several regional ad funds with a variety of percentages being collected. The chart below identifies the regions and the percentage of Net Royalty Sales that franchisees within the boundaries of these regions must pay to the Regional Advertising Fund.

Current Regional Advertising Funds Currently Operating	
Region	**Percent of Net Royalty Sales**
Toledo	0.5%
NW Ohio	0.25%
Cincinnati	1.00%
Atlanta	1.50%
San Antonio	1.00%
Houston	1.00%
Dallas/Ft Worth	0.50%
Austin	0.50%
Salt Lake City	1.00%
Tampa	$440 Per Period
Orlando	1.20%
Gainesville	1.20%
Jacksonville	1.20%
Tallahassee	1.20%
West Palm	1.20%
Tampa FL	1%
Austin, TX	1%
Dallas, TX	1%
Salt Lake City, UT	1%
Orlando, FL	1.5%

Market Advertising Cooperatives

We may require that you join and participate in a Market Advertising Cooperative formed by the owners of a majority of the Marco's Pizza Stores located within the

designated market where your Store is located. Before any Ad Co-op is formed, the by-laws of that organization must be submitted to us and we must approve them. Once approved and formed by the majority of the owners of the Marco's Pizza Stores in the designated market (including any Store owned by us or one of our affiliates), all Marco's Pizza Stores within the designated geographical area must participate. Any payment required by the membership of the Ad Co-op will be an obligation you must fulfill under the terms of your Franchise Agreement. All advertising, marketing and promotional activities of the Ad Co-op will be managed by the membership of each specific Ad Co-op according to the individual By-laws. We may determine that some, all or none of the contributions you make to an Ad Co-op will be allowed to fulfill a portion of the required payments to a Geographic Based Advertising Fund. If we do not require you to participate in any GBF, all amounts you contribute to an Ad Co-op will reduce the amount you must spend as LSM.

Local Store Marketing

To the extent that your Total Marketing Spend (through contributions to Brand Development Fund, Geography Based Advertising Funds, and an Ad Co-op if applicable) is less than 7% of Net Royalty Sales, you will also be required to spend the remaining portion of the Net Royalty Sales of your Store on advertising, marketing and promotional activities within the market and community where your Store is located. The exact percentage is determined by the formula: 7% minus the amounts you pay to us for the Brand Development Fund, any Geography Based Advertising Fund to which you contribute (including the National Advertising Fund), and any amount we determine is allowable for your payments to an Ad Co-op. See the chart above titled Advertising Requirements for a summary of the various elements that make up the advertising expenditures you must make. Currently, you must pay 1% of the Net Royalty Sales to the Brand Development Fund and 4% to the National Advertising Fund. If we do not require you to participate in any GBF or Ad Co-op, you will be required to spend the remaining amount of the Total Marketing Spend for Local Store Marketing that you must manage.

Certain items that may be a benefit to the marketing of your Store are excluded for the calculation of the amount you spend for this Local Store Advertising requirement:

- The value of any promotions and deductions (for example coupons, buy one-get one free) or other promotional allowances which are excluded from the definition of Net Royalty Sales

- Expenditures for Supplies which bear any of the Marks (for example pizza boxes, uniforms, etc.)

You must submit evidence of all qualifying expenditures for local advertising, marketing and promotional activities to us on a quarterly basis. If you do not meet the LSM requirement for any Year, we may, immediately upon notice provided to you, assess you for any deficiency, which will be contributed, at our sole discretion, to the Brand Development Fund, any Geography Based Advertising Fund or Ad Co-op.

Brand Launch Program

The Brand Launch Program (the "Brand Launch Program") is designed to help establish a base level of market awareness of your Store in your primary marketing area. This marketing area may be greater than your Area of Responsibility but will not be greater than your Delivery Area. We will decide, in our sole discretion, the exact type of marketing tactics to be utilized in the Brand Launch Program and the dollar amounts allocated to each such tactic from the Brand Launch Program Fee. You may, with our approval, select additional products or services, or choose to host a grand opening event; however, such selections are optional and are therefore not covered by the Brand Launch Program. You must pay all costs associated with any such additional selections directly to the applicable product or service provider, upon receipt of their invoice. Additionally, certain expenses are excluded from the Brand Launch Program, including but not limited to costs associated with sweepstakes, contests and giveaways.

The Brand Launch Program is directed by us with assistance from the Area Representative (if one is appointed for your area).

We will work together to conduct a Brand Launch Program for your Store. The Brand Launch Program covers the costs of certain marketing tactics deployed prior to and concurrent with the Store's initial opening, such as print advertising, social media and public relations support, some digital media and radio/out of home advertising, and a grand opening launch kit containing various in-store promotional elements.

Neither we nor our Area Representatives make any guarantee or sales projection and assume no responsibility or liability for any level of sales or profits for your store due to your participation in the Brand Launch Program. Sales are a highly complex function of a large number of factors which include but are not limited to the actual number of households in your area, their predilection to purchase pizza in general and Marco's Pizza in particular, the number and quality of other pizza competitors in your area, the price established for products sold at the Store, the physical site characteristics of your Store, the number and type of other food service businesses in your area which compete for the food service dollar, the quality of products, service and image of your Store, the courtesy of your employees, and a number of other factors. We represent only that we believe our organized approach to launching brand awareness to attract potential customers in your area will be higher with our Brand Launch Program than if you were allowed to design your own Brand Launch Program. All marketing must be approved by us.

Governance of Advertising Funds

We are not obligated to develop, implement or administer any advertising efforts to ensure that amounts equal or proportionate to your fees paid to the Brand Development Fund, any of the Geography Based Advertising Funds (including the National Advertising Fund), or any amounts by us, are spent in developing marketing materials or in placement of advertising in the market area in which the Store is located, or that you will benefit directly or on a proportionate basis from the development or placement

of any type of advertising. We are not obligated to maintain or administer the Brand Development Fund, the National Advertising Fund, or any of the other Geography-Based Advertising Funds in any manner except to ensure the security of these funds. The Brand Development Fund and Geography Based Advertising Funds (including the National Advertising Fund) will not make expenditures principally to solicit new franchisees.

Geography-Based Advertising Funds: We do not audit the Geography-Based Advertising Funds and do not make its financial records available to franchisees generally, but summaries of financial performance for the National Advertising Fund are provided to the appropriate franchisee council or association recognized by us.

We maintain the Geography Based Advertising Funds (except for the National Advertising Fund, as described below) in a separate entity (MADF), in one or more bank accounts administered by MADF. The funds from each fund may be co-mingled with other of MADF's advertising monies, but all Geography Based Advertising Funds will be accounted for separately by MADF. We do not act as trustee or in any other fiduciary capacity with regard to any advertising fund. The Geography-Based Advertising Funds will not be our asset and will not otherwise inure to our benefit. Although the Geography-Based Advertising Funds are intended to be of perpetual duration, we maintain the right to terminate any of the funds at any time; however, they will not be terminated until all monies in the applicable fund have been spent for its stated purposes.

Brand Development Fund: We do not audit the Brand Development Fund and do not make its financial records available to franchisees. Summaries of financial performance may be provided to a franchisee upon request.

We may maintain the Brand Development Fund in bank accounts administered by us. The funds may be co-mingled with other of our monies, but the Brand Development Fund will be accounted for separately. We may engage separate advertising companies to hold and maintain the funds, and we do not act as trustee or in any other fiduciary capacity with regard to any advertising fund. The Brand Development Fund will not be our asset. The Brand Development Fund will not otherwise inure to our benefit. Although the Brand Development Fund is intended to be of perpetual duration, we maintain the right to terminate the Brand Development Fund at any time. The Brand Development Fund will not be terminated, however, until all monies in the Brand Development Fund have been spent for marketing or promotional purposes.

During the last fiscal year of the Brand Development Fund (ending on December 25, 2023), the Brand Development Fund spent approximately:

% of Total BDF Expenditures	Purpose of Expenditure
55.5%	Creative efforts, production and agency fees.
25.8%	Administrative expenses (including general office supplies used by the creative

	staff)
18.7%	Other expenses (promotions, market research and printing costs)
100%	**Total**

National Advertising Fund: We will periodically conduct an internal review of the National Advertising Fund, and present summaries of its financial performance to the representatives of Marco's Independent Franchisee Association ("MIFA").

We maintain the National Advertising Fund in a separate entity (MNAF), in a bank account administered by MNAF. The National Advertising Fund will be accounted for separately. We do not act as trustee or in any other fiduciary capacity with regard to any advertising fund. The National Advertising Fund will not be our asset. The National Advertising Fund will not otherwise inure to our benefit. Although the National Advertising Fund is intended to be of perpetual duration, we maintain the right to terminate the National Advertising Fund at any time. The National Advertising Fund will not be terminated, however, until all monies in the National Advertising Fund have been spent for marketing or promotional purposes.

During the last fiscal year of the National Advertising Fund (ending on December 31, 2023), the National Advertising Funds spent approximately:

% of Total NAF Expenditures	**Purpose of Expenditure**
86.5%	Media placement
13.5%	Creative efforts, production and agency fees)
100%	**Total**

% of Total NRF Expenditures	**Purpose of Expenditure**
82.0	Media placement (including web site and web-based advertising)
17.9%	Other expenses (promotions, market research, photography, printing costs and other advertising costs)
0.1%	Administrative expenses (including general office supplies)
100%	**Total**

Electronic Point-Of-Sale and Computer Systems

POS System. Under the franchise agreement, we have the right to require that you use a specific point of sale and computer system that will generate and store information regarding the products and services sold At the Store.

- Our current requirement is that you must use the MOMS (Marco's Order Management System) provided by MTS at your Store.

- We require that all hardware be certified by MTS and each Store must have a sufficient number of "order taking stations" installed to meet its needs. We do recommend the "standard store POS configuration" that we provide (defined in the manuals) to ensure your needs are met. Your vendor may require you to use only a hardware and software configuration that they support.
- We will have independent access to the information and data stored on your POS system, and we will have the right to use this information and data in any manner we deem appropriate.
- We can require you to make upgrades to your POS system and other computer hardware and software, and there is no limitation on the cost or frequency associated with our right to do so.
- You must buy software maintenance and support for your POS system during the life of the system currently this support is $449 per Accounting Period.
- In addition to the "software support" on your POS system, you will also incur expenses to maintain the hardware and other configuration expenses.

Franchisor, in its sole discretion, may alter, modify, improve, release or source other technology tools, platforms or programs, any or all of which Franchise may require Stores to use. We also plan to release other technology tools (such as labor schedulers, artificial intelligence, and other similar features), which all Stores will be required to use. These tools will have additional costs associated with their use but will provide material benefit to franchisees through labor optimization and store operational efficiencies. All Stores will be required to adopt and use these tools on the schedule required by us.

Store Technology Infrastructure System

Under the franchise agreement, we have the right to require that you use a specific vendor for voice and data services. You must purchase SDWAN (software defined wide area network), which includes high-speed internet (100/20 minimum) and all future maintenance and service, through one of our approved vendors. SDWAN provides increased data security, Wi-Fi and issue/connectivity management tools, and other benefits. You must pay a one-time installation and set-up fee from $30-$600 and incur ongoing monthly charges, depending on the availability of these services in your Store's particular region, and you will also incur expenses to maintain the hardware and other configuration expenses. You must purchase this system through one of our approved vendors.

Order Entry System

Under the Franchise Agreement, we have the right to require that you use an approved online order entry system to include mobile applications and any other digital order

entry methods we currently utilize or may utilize in the future as computer technology is subject to rapid innovation. You must participate in an approved online order entry system to accept pizza and other food orders placed through any and all digital channels. You may not use any other online order entry system to receive online orders into your POS. You must comply with our system standards and procedures concerning the online order entry system. Among other things, with respect to online orders, you must: (1) accept and enter these orders as you would for any other order placed by any other approved order method; (2) enter these orders via the POS system, as we may reasonably require; (3) we reserve the right to charge for administration of the on-line order entry system and (4) you will be required to pay the use fees to MTS for the order entry system. The online order entry fees are currently included in the per Accounting Period bundle price of $449 for the MOMS system plus $6 each for the number of cameras you have over 6. The following states also require sales tax to be charged: AR, AZ, MN, NC, OH, PA, SC, TN, TX. The per Accounting Period fees will be in addition to credit card processing fees, "set-up" costs, and hardware costs. We may require you to participate in other online and mobile systems for online ordering and marketing.

The estimated cost of purchasing the required POS hardware and software is $19,000 - $21,000.

There are currently no further requirements under the Franchise Agreement or Development Agreement regarding the use of computer hardware or software, except that you may be required to electronically report sales and other information to us and you will be required to participate in an "online order entry system" through the Marco's Website. No outside access to internet will be allowed in the store without being compliant with all security requirements.

Credit Card Processing

You are required to purchase and use EMV credit card reader machines through our approved vendor. There is 1 approved model of machine priced at $365. You are required to purchase a minimum of 2, but up to 4 such machines for use in your Store, but we recommend maintaining an EMV reader at each order-taking station in the Store. We also require all Stores to be PCI compliant, which requires payment of a $4.95 per month fee for PCI compliance and maintenance services. Stores that are not PCI compliant are subject to a fee of $19.95 per month.

Digital Menu Boards

You must install and utilize digital menu boards in your Store. We do not require you to purchase a particular brand or model of digital monitors for this purpose; however, all digital monitors must meet the following technical specifications:

- Size: 43-inches (minimum) to 49-inches (maximum)
- Capability: must be a "SmartTV"
- Resolution: 1080p or above; high-definition (HD)

- Must have at least 1 USB port and 1 HDMI port available on each monitor

Technology Support

MTS provides initial technology support and troubleshooting through our Service Innovation Team for various issues such as: network connectivity and functions (internet and telecommunications), POS system functions (non-connecting terminals, reporting features, printers and drawers functions, online ordering, and guidance and training on related features, such as inventory, forecasting, scheduler, and system settings), EMV and credit card merchant services (card readers and credit card settlement), and the integration software for third party delivery.

Digital Applications - Social Media

The term "Digital Application - Social Media" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including, but not limited to, the Internet, World Wide Web, webpages, landing pages, microsites, local pages websites/applications (e.g., Google, Yahoo, Bing, etc.) social networking sites (defining Social Media) (e.g., Facebook, X formerly known as Twitter, LinkedIn, YouTube, Google Plus, Instagram, Pinterest, Snapchat, , TikTok, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

We have Digital Applications to benefit us and the System as we determine in our sole discretion. We also provide various Digital Applications and social media customized to each Store, which are created by and maintained through our vendor. You will have access to create content for these Digital Applications through the vendor platform, but we are the owner of those Digital Applications and will administer and also create content for them directly. All content created must follow the standards and specifications for Digital Applications, as well as our brand standards and guidelines as prescribed in the Manuals or otherwise in writing, and is subject to our approval prior to publication.

We do not intend to approve any separately identifiable Digital Applications requested by Franchisees. However, if we would approve such separate Digital Applications for you (which we are not obligated to do), then each of the following provisions will apply: (1) you may neither establish nor use any Digital Application without our prior written approval; (2) before establishing any Digital Application, you must submit to us, for our prior written approval, a sample of the proposed Digital Application, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta tags), in the form and manner we may require; (3) you must not use or modify a Digital Application without our prior written approval; (4) you must comply with the standards and specifications for Digital Applications that we may periodically prescribe in the Manuals or otherwise in writing; and (5) if we require, you must establish hyperlinks to our Digital Applications and other Digital Applications that we deem necessary. Unless we approve otherwise in writing, you may not establish a separate Digital Application, and will only have one or more references or webpage(s), as we designate and approve, within our Digital Application.

Online or Web-Based Training

You must use our online or web-based training program known as Marco's University. Participation in the Marco's University training program requires internet access within your Store. The online/web-based training modules are accessed through an internet connection and provide training and certification of your employees through interactive modules. You will pay $1/day ($365/year) as defined below in Technology Fee for use of the system (which will be paid in quarterly installments).

CiaoNet & Email Communication

We have created an intranet system to communicate with you, which is called "CiaoNet", and we also provide a Marco's Pizza email address for all email communications. You will receive all correspondence and important communication from us through CiaoNet and/or your designated Marco's email account. You must access the CiaoNet system and your Marco's email account at least once each day to check for communications from us. You will have access to all manuals and proprietary information through the CiaoNet system. We may require additional participation from you as new intranet capabilities are introduced and/or the required communication frequency changes. There is no additional cost for you to utilize CiaoNet or your Marco's email account (except as described in Item 6, note 15). Although we respect your privacy, we have the right to take control of your Marco's email account and preserve any and all contents and communications stored in the email account, as we deem reasonably necessary to protect the system and any applicable laws.

Technology Fee

Marco's may provide certain other technology solutions including, but not required or limited to, a customer relationship management system (CRM) that enables email advertising to customers, a web-based training portal, tools to measure customer satisfaction and employee engagement, products enabling search engine optimization, and technology support services from us. Currently, the Technology Fee for these solutions and services total $111.84 per Accounting Period. The Technology Fee is subject to change as technology needs change over time. If your Store does not participate in a Geography Based Advertising Fund approved for payment of a portion of your Technology Fee, then you must pay the full Technology Fee, which is collected weekly by ACH.

The functions currently provided under the Technology Fee are the CRM email marketing platform, Marco's University (web-based training portal), Tell Marco's (guest satisfaction program), and search engine optimization, and support services provided by Marco's.

The technology environment is rapidly changing, and it is difficult to anticipate the future cost of development, acquiring, implementing, and licensing internet, software, and communications technologies including mobile apps, that may benefit franchisees of the System. We may implement additional technology services relating to mobile and

online ordering, digital marketing, employee training, employee and customer satisfaction and other technology services to enhance or replace some of the current technology in use in your Store. You will be required to participate in these technology services and the Technology Fee may increase as a result of these additional or enhanced services.

ITEM 12
TERRITORY

Franchise Agreement.

You must operate your Store from only one location. If you wish to relocate, you must obtain our written permission before doing so. We will only approve a relocation of the Store if we consider the circumstances regarding the location of the Store (such as traffic patterns, demographics, nearby development) to have changed.

Once the Permitted Site is identified, we will identify an area surrounding your Store as your "Area of Responsibility." An Area of Responsibility comprises a mile radius from the front door of the Permitted Site. Although an Area of Responsibility is typically 1 mile, it could be smaller than a 1-mile radius if there is a densely populated urban area, a readily definable market area like a resort or boardwalk, a specific facility (stadium, hospital, airport, casino, etc.) or a natural boundary like a body of water, bridge or expressway. You may operate the Franchised Business only at the Permitted Site, and may provide delivery services only in your Area of Responsibility (and any expanded "Delivery Area," as described below). The Area of Responsibility is developed using site data information and operational experience, and will be reflected on the Franchise Summary to the Franchise Agreement. There is no minimum Area of Responsibility and, in certain circumstances, it may consist only of the building in which the Store operates. If no other metes and bounds description has been defined in the Franchise Agreement, the Area of Responsibility will be an area with a 1-mile radius from your Store's front door.

A Delivery Area may be designated by us, but may be adjusted by us in our sole discretion. A minimum Delivery Area will consist of your Area of Responsibility.

During the franchise term, we will not operate, nor grant anyone but you the right to operate, a Marco's Pizza Store (as defined in the Franchise Agreement) in your Area of Responsibility, except with respect to Special Venues, as described below.

Except for this territorial protection, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Specifically, we and other franchisees may:

- Operate, and license others to operate, Stores at any location outside the Area of Responsibility, notwithstanding their proximity to the Area of Responsibility or the Permitted Location or their actual or threatened impact on sales at the Franchised Business.

- Operate, and license others to operate, Stores and other food service businesses in Special Venues inside or outside of your Area of Responsibility; provided that these establishments will not deliver food products outside the confines of the immediate building and adjoining structures of the venue. A "Special Venue" includes, among other things, non-foodservice businesses of any sort within which a Store or a "Marco's Pizza" branded facility is established and operated, including, for example, hotels and resorts (where the Store is enclosed within the confines of a hotel or resort structure); airports and other travel facilities; federal, state, or local government facilities (including military bases); theme and amusement parks; recreational facilities; colleges and other academic facilities; seasonal facilities; shopping malls; theaters; train stations; toll roads; hospitals; cafeterias; snack bars; truck stops; casinos; department stores; supermarkets; gasoline convenience stores; sporting event arenas and centers; and retail restaurant locations being sublet under a lease to a master concessionaire.

- Operate, and license others to operate, businesses that are not operated under the System and that do not use the Proprietary Marks licensed to you under this Agreement, even if those businesses offer or sell products that are the same as or similar to the Products offered from the Franchised Business, whether those businesses are located inside or outside the Area of Responsibility, despite those businesses' proximity to the Permitted Location or their actual or threatened impact on sales at the Franchised Business.

- Acquire (or be acquired) and then operate any business of any kind, whether located inside or outside the Area of Responsibility, despite those businesses' proximity to the Permitted Location or its actual or threatened impact on sales at the Franchised Business provided such businesses do not Use the Marks.

- Sell and distribute (or license others to sell and distribute) directly or indirectly, any Approved Products or proprietary items, as well as products identified by other trademarks, through retail and wholesale channels of distribution, including through supermarkets and convenience stores and through Online sales.

- Enter into arrangements with, and to offer and sell menu items to, third-party delivery service providers, such as DoorDash, Grubhub and UberEats. These third-party service providers may service their own customers, wherever located, including in your Area of Responsibility and Delivery Area.

Limits on Where You May Sell. You may offer and sell Products only: (a) from the Franchised Business; (b) in accordance with the requirements of this Agreement and the procedures set forth in the Manual; and (c) to retail customers for consumption on

the Franchised Business's premises, for personal, carry-out consumption, catering, and/or for delivery. You agree not to offer or sell Products through any means other than as provided above; and therefore, for example, you agree not to offer or sell Products from satellite locations, temporary locations, carts or kiosks, by use of catalogs, the Internet, or through any other digital format or print media unless specifically approved by us.

Delivery and Catering. You agree to conduct all delivery activities in accordance with the procedures that we have specified in the Manual or otherwise in writing, and the revenue from those orders will be considered to be part of your Store's Net Royalty Sales. Among other things, you agree not to engage in catering or delivery services outside of the Delivery Area unless you have obtained our prior written consent as to each such proposed delivery order. By granting approval to any one or more proposals to provide catering or delivery service outside of your Delivery Area, we will not have waived our right to later approve or disapprove any other proposed catering or delivery services.

Vehicles. You will need a sufficient number of vehicles and personnel to conduct delivery service to all customers located within the Delivery Area assigned by Franchisor for the Store at all times during approved hours of operation, in conformance with the delivery standards and requirements as we determine from time to time. You may do so through the use of vehicles owned and operated by your delivery driver employees and lend them a "car-top" sign for use with each of those vehicles, and/or the use of third-party delivery services that we have approved. Most Stores need 6 to 12 delivery vehicles available. We assume that you will rely on employees to provide their own transportation and will not lease or buy vehicles directly.

Development Agreement.

As described in Item 1, if you sign a Development Agreement, you will receive a Development Area within which you must develop Stores. If you are in compliance with your obligations under the Development Agreement (including by developing Stores at the times required under the Development Schedule) and are approved to open multiple locations, we will not establish, nor license anyone other than you to establish, a Store in the Development Area until the last date specified in the Development Schedule, except as otherwise provided below.

Your territorial rights under the Development Agreement include all of the rights relating to the Development Area. Because the term "exclusive" on its own can be read to mean different things by different people, we want to be precise in our language and our mutual understanding of what is and what is not included within your Development Area. To be clear, except as described above, you will not receive an "exclusive" territory. You may face competition from outlets that we own or from other channels of distribution or competitive brands that we control.

We retain for ourselves all other rights. Specifically, we and other franchisees may:

- Operate, and license others to operate, Stores at any location outside the Development Area, notwithstanding their proximity to the Area of Responsibility or the Permitted Location or their actual or threatened impact on sales at the Franchised Business.

- Operate, and license others to operate, Stores in Special Venues (defined above) in your Development Area; provided that these establishments will not deliver food products outside the confines of the immediate building and adjoining structures Of the venue.

- Operate, and license others to operate, businesses that are not operated under the System and that do not use the Marks, even if those businesses offer or sell products that are the same as or similar to the Products offered at Marco's Pizza Stores, whether those businesses are located inside or outside the Development Area.

- Acquire and then operate any business of any kind, whether located inside or outside the Development Area, regardless of whether such businesses are converted to operate using any of the Marks or any elements of the System or whether such businesses operate under other trademarks, service marks or trade dress and/or other operating systems.

- Sell and distribute (or license others to sell and distribute) directly or indirectly, any Products or proprietary items, as well as products identified by other trademarks, through retail and wholesale channels of distribution, including through supermarkets and convenience stores and through Online sales.

- Enter into arrangements with, and to offer and sell menu items to, third-party delivery service providers, such as DoorDash, Grubhub and UberEats. These third-party service providers may service their own customers, wherever located, including in your Development Area.

We will not prohibit other Marco's Pizza Stores (whether we own or franchise those Stores) from providing delivery or catering service to customers at any location, whether within or outside the Development Area except where a store is open for business and is protected by a Delivery Area.

We reserve the right to use alternative distribution, including the Internet, within your territory, under our principal trademarks or different trademarks. We will not pay any compensation for soliciting or accepting orders inside or outside your territory.

If you are signing a Development Agreement, the site selection process and the determination of the "Area of Responsibility" for each Store developed will be governed by our then-current form of franchise agreement, which may be materially different than it is under our current Franchise Agreement. You must identify a proposed site for each Store to be developed and we will either approve or disapprove the site location based

on our then-current standards. Once a site is approved, we will determine your "Area of Responsibility" for each Store based on our then-current standards.

ITEM 13
TRADEMARKS

We license you the right to use our Marks for use in your Store. By "Marks" we mean trade names, trademarks, service marks, and logos used to identify your Store. The following Marks are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO") and all required affidavits have been filed:

Mark	Registration Number	International Class(es)	Registration Date
	1,172,629	42	Oct. 6, 1981
	1,316,241	42	Jan. 22, 1985
MARCO'S PIZZA® (word mark)	1,392,554	30 and 42	May 6, 1986
Marco's® (word mark)	4,252,905	30 and 43	Dec. 4, 2012
	3,145,461	30, 35, and 43	Sept. 19, 2006
Pepperoni Magnifico (word mark)	6846622	30	June 13, 2022
	4435229	43	September 3, 2013
CINNASQUARES® (word mark)	4056225	30	November 15, 2011
Old World Pepperoni® (word mark)	6025907	30	March 31, 2020

The Marks are owned by our affiliate, MP Marks, LLC and licensed to us for use and sublicensing in connection with the System. The initial term of the license is for 10 years and renews automatically for subsequent 10-year terms. All franchise agreements will remain in effect beyond the termination of the license agreement, subject to the provisions of each such franchise agreement.

There are no material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court; and no pending infringement, opposition, or cancellation proceedings.

You must follow our rules when you use these Marks. You cannot use a name or a Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner we have not authorized in writing.

No agreements we have signed limit our right to use or license the use of our Marks. No interference, opposition or cancellation proceeding concerning any of the service marks or trade names, logo types or commercial symbols is presently in progress.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine that you have used the Marks in compliance with the Franchise Agreement, we will bear the cost of defense, including the cost of any judgment or settlement, as well as your out-of-pocket costs (except that you will bear the salary costs of your employees). If we determine that you have not used the Marks in compliance with the Franchise Agreement, you must bear the cost of defense, including the cost of any judgment or settlement, and you must promptly reimburse us for those amounts. If there is any litigation due to your use of the Marks, you must execute all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

We reserve the right to substitute different Marks for use in identifying the System and the businesses operating under the System if our currently owned Marks no longer can be used, or if we, exercising our right to do so, determine that substitution of different Marks will be beneficial to the System. In these circumstances, the use of the substituted marks will be governed by the terms of the Franchise Agreement.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court. There are no currently pending material federal or state court litigation regarding our ownership rights in a trademark.

We do not know of any infringing uses that could materially affect your use of the Marks except as noted below. We are generally aware that there may be other food service or pizza business that use the name “Marco’s” or “Marco’s Pizza” and we make no claim that we are the only food service or pizza business entitled to use the name “Marco’s” or “Marco’s Pizza”. Among others, we are aware of businesses in: Anchorage, Alaska; Scottsdale, Arizona; Corning, California; Denver and Edwards, Colorado; Belleville and Chicago, Illinois; Williamsport, Maryland; Pennington and Jersey City, New Jersey; Middletown, Huntington Station, and Pelham, New York; Aston, Ambler, Allentown, Lansford, Gilbertsville, Marietta, Lebanon, York, and Newtown, Pennsylvania; Sugar Land and Selma, Texas; Burlington, Vermont; and Milwaukee and Oak Creek, Wisconsin, that use and have used the name “Marco’s Pizza” or similar derivations for several years. These businesses may or may not be infringing on one or more of our Marks. We are considering our legal options in connection with these businesses’ use of the name “Marco’s Pizza” or similar derivations.

Nothing in the Franchise Agreement gives you any right, title or interest in any of the Marks used in connection with the System, or in the goodwill of the Marks, or any right in the design of any building or premises; your only right is the license granted under the Franchise Agreement, and only for the term of the Franchise Agreement. Any and all goodwill associated with or identified by the Marks is for our benefit.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights. There are no patents material to the franchise. We claim copyright protection covering various materials used in our business and the development and operation of Stores, including the Operations Manual, advertising and promotional materials, and similar materials. We have not registered these materials with the United States Registrar of Copyrights but we are not required to do so.

There are no currently effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Development Agreement or Franchise Agreement requires you to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates will have any obligation to reimburse you for expenditures you make because of any discontinuance or modification.

Confidential Information

Confidential Information means all information about the business of either you or us (or our affiliates) which is not in the public domain. Some information about System, which is confidential, is also protected under copyright and other federal laws and regulations.

You may not communicate, disclose, or use for any person's benefit any of the Confidential Information, knowledge, or know-how concerning the operation of your Store that may be communicated to you or that you may learn by virtue of your operation of a Store. You may divulge Confidential Information only to those of your employees who must have access to it in order to operate your Store. Any and all information, knowledge, know-how, and techniques that we designate as confidential will be deemed confidential for purposes of the Franchise Agreement. However, Confidential Information does not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain, through publication or communication by others having the right to do so.

Manual

You must operate the Store according to the various written instructions and Manual, including any amendments, as we may periodically publish in paper or digital format.

You must, at all times, use your best efforts to keep the Manual and all other materials, goods, and information we create, provide, or use and that we designate for confidential use within the System and the information contained in them as confidential, and you must limit access to your employees on a need-to-know basis. You may not, without our prior written consent, disclose, use or permit the use of to copy, duplicate, record, transfer, transmit or otherwise reproduce that information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source. Any and all information, knowledge, and know-how not generally available outside of the System regarding our products, services, standards, procedures, techniques and other information or material as we may designate as confidential will be deemed Confidential Information.

The Manual is delivered in digital format and must be securely maintained by you.

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

You must devote your best efforts to operate the Store at maximum capacity and efficiency. You must also maintain a high quality of work and services, provide suitable staffing and delivery vehicles, employ sufficient help to do same, and continuously remain open for business 7 days per week throughout the year, with the exception of certain holidays and during business hours as specified in the Manual (except when the Store is rendered untenantable for a period not to exceed 120 days by reason of fire or other casualty).

You must perform the tasks as we deem reasonably necessary to adhere to the minimum performance standards we establish for the operation of the Store. You further agree to correct any deficiencies immediately in connection with the operation of the Store that may be disclosed in the course of any inspection, which we may conduct. If the Store is owned or operated by a corporation, a partnership, or a limited liability company or similar organization, that entity may not be engaged in any other line of business other than a Store, without our prior written consent.

We will take a security interest in all of the assets of your Franchised Store, for the term of the Franchise Agreement, to secure the payment of all fees that you owe to us and to our affiliates.

The Designated Franchise Operator (who may be you) must control and be responsible for all operations of the Store. The Designated Franchise Operator may be replaced only with our written consent. The Designated Franchise Operator must undertake and successfully complete any initial or any future training we require. The Store must be under the direct, on-premises supervision of the Designated Franchise Operator. At least one Designated Franchise Operator must devote their entire working time

(excluding reasonable vacation periods), which must be no less than 40 hours per week, to the on-site management and supervision of the Store. You may employ store managers to direct the daily operations of the Store, in which event the Designated Franchise Operator must supervise the Store Manager. If the Designated Franchise Operator is not a Principal Owner, then you must designate and maintain at least two Designated Franchise Operators, who are subject to our approval, to manage the Franchise Business.

If you own more than 4 or more Stores, or have signed a Development Agreement, you must submit for our approval an above-store supervisory infrastructure plan that includes an appropriate number of Designated Franchise Operators (who are not serving as store-level management) to devote their full-time effort (as outlined above) to the supervision of the Stores. Each Designated Franchise Operator must satisfactorily complete the MULE course, and any additional supervisory training that we may require. You must have an approved plan in place at the time you sign an agreement for the fourth Store, and the plan must be updated and re-submitted for our approval upon (i) execution of an agreement for the sixth, eleventh, and sixteenth Stores, respectively, and (ii) periodically as needed or requested by us. We have the right at any time to disapprove or revoke approval for an infrastructure plan that, in our sole discretion, does not provide sufficient oversight to ensure all Stores operate in full compliance with the System.

Each Store must be under the direct on-premises supervision of a manager at all times the Store is open for business, supervising and performing on premises store operation management duties. The Designated Franchise Operator must accordingly supervise all store managers.

If the franchisee is a corporation, a partnership, or a limited liability company, each owner holding 5% or more of the entity must complete, execute and deliver the Guarantee, Indemnification and Acknowledgement attached to the Franchise Agreement as Exhibit “A”. In addition, the legal spouse of any owner of the franchise entity (who is not also an owner of the franchise entity in their own right) must sign the Property Interest Consent and Waiver attached to the Franchise Agreement as Exhibit “D”, which operates to waive the spouse’s right to claim any interest in the franchise, the Franchise Agreement, the franchise entity, or the Store itself. We do not impose any other restrictions on your owners or managers.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer and sell only those goods and services that we have approved.

You must offer all the goods and services that we designate as required for all franchisees. These required goods and services are pizza and sub sandwich preparation, along with a very limited menu of other related foods, and a delivery service. The various supplies and equipment used in your Marco’s Pizza Store are subject to our review and approval, and you cannot use any of those items without our prior written approval (see Item 8).

We have the right to add additional authorized services and products that you will be required to offer. There are no limits on our right to do so.

You are not restricted as to the customers to whom you may sell the products or services, except that you may not sell the products at wholesale to retail establishments for re-sale, without our prior written permission (Franchise Agreement, Section 13.6). We have the option to set minimum and maximum boundaries within or beyond which you must or may not offer delivery service (Franchise Agreement, Section 12.13). While we have no present intentions to do so, we do reserve the right to offer and sell, within the Area of Responsibility and elsewhere, at wholesale or through channels of distribution distinct from those of your Store, products and services that may comprise a part of the system (Franchise Agreement, Section 3.2.5). These products may then be resold at retail to the general public. We have reserved other rights to provide products and services through various channels (Franchise Agreement, Section 3.2).

We have the right, to the extent permitted by applicable law, to establish the prices at which you must offer and sell products and services to your customers.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Franchise Agreement

Provision	Section in Franchise Agreement	Summary*
a. Length of the franchise term	2.49 and 3.1	Term is 10 years, commencing on the date the Store opens for business. If you are a buying an existing franchise, then the new form of franchise agreement will be adjusted so that the buyer receives the remainder of the original 10 year term.
b. Renewal or extension of the term	3.5	Two additional terms of 10 years each.
c. Requirements for franchisee to renew or extend	3.5	You must be in Good Standing and in compliance with the Renewal Requirements, sign a release, sign our new form of franchise agreement, pay a renewal fee of $6,250 (or 25% of then-current standard initial franchise fee before any discounts), and meet other requirements, including having a current lease in place. The new form of franchise agreement may contain terms and conditions that are materially different from your original Franchise Agreement, including higher fees and advertising

Provision	Section in Franchise Agreement	Summary*
		contributions.
d. Termination by franchisee	19.1.1	If you terminate at any time prior to the completion of the initial training program, you will receive a refund of 50% of the Initial Franchise Fee. If you terminate after completion of the initial training program but before the Store opens, no part of the Initial Franchise Fee will be refunded. If you terminate any time after the Store opens, you will owe us liquidated damages.
e. Termination by franchisor without cause	19.1.2	We may terminate the Franchise Agreement before completion of the initial training program for any reason. If we do so, you will receive a refund of 50% of the Initial Franchise Fee. If we terminate after completion of the initial training program but before the Store opens, no part of the Initial Franchise Fee will be refunded.
f. Termination by franchisor with cause	19.2, 19.3, and 19.4	If you dissolve your entity (whether it is a corporation, a partnership, or a limited liability company), fail to open your Store within ~~270~~365 days after the Effective Date, abandon or fail to actively operate the Store for 24 consecutive hours, unless such closure is caused by an event wholly beyond your control and the Store is reopened for business to the public within 24 hours following the resolution of the cause, transfer an Interest without our consent, lease or sublease or possessory rights are cancelled or terminated, store perpetuates a material hazard or danger to the health and/or safety of the public, employees and/or others, made any material misstatement or omission in the application for the franchise, you, your employees are found guilty of a felony, either by determination of the trier of fact or by a plea of guilty or no contest to a charge that impacts the goodwill associated with the Marks, you, your employees consume or possess illegal drugs or alcoholic beverages at the Store or while engaging in any delivery service, use supplies, inventory or ingredients are not approved or that we have disapproved, fail on two or more occasions with any twelve consecutive months to comply with the lawful terms of the Agreement or are evicted or default upon and fail to renew the lease, default on any financing or promissory note secured by equipment or other assets, and the expiration of any cure periods that may apply (depending on the default), fail to maintain continuous insurance coverage, you take any action to impugn the integrity or image of the System, you or your employees fail to comply with Marco's Code of Conduct, or you engage in wrongful conduct intended to defraud/mislead Franchisor or willfully subvert your obligations under the Agreement, or if any other franchise agreement under common ownership or control with you is in default and failed to cure within the applicable period. Under the current Franchise Agreement, termination of the

Provision	Section in Franchise Agreement	Summary*
		Development Agreement does not provide cause for terminating the Franchise Agreement. Future versions of the franchise agreement, however, may permit us to terminate the franchise agreement if the Development Agreement terminates.
g. "Cause" defined - curable defaults	19.3	All defaults not specified in "h" below. You have 30 days to cure all defaults, except for non-payment of amounts to us or our affiliates, for which you will have 10 days to cure. You will have 24 hours to cure any failure to make only Approved Products, failure to serve customers in strict compliance with our standards, or knowingly fail to comply with the pricing established by Franchisor for menu items, promotions, and services.
h. "Cause" defined - non-curable defaults	19.2 and 19.4	Non-curable defaults include bankruptcy, conviction of a felony, repeated defaults even if cured, abandonment, use of unapproved supplies and inventory, and unapproved transfers. (Under the U.S. Bankruptcy Code, 11 US Code § 101, et seq., we may not be able to enforce the termination upon bankruptcy clause.)
i. Franchisee's obligations on termination or non-renewal	19.6	Obligations include complete de-identification, return of confidential materials, payment of amounts due (see also item "r" below), and payment of liquidated damages.
j. Assignment of contract by franchisor	No provision	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	20.2	Includes any and all assignments of any part of your assets, rights, or obligations, as well as any interest in you (if you are an entity, such as a corporation, a partnership, or a limited liability company). The term "assignment" includes any sale, conveyance, pledge, encumbrance, merger, subcontract, creation of a security interest in, gift, or any other transfer, whether directly or indirectly.
l. Franchisor approval of transfer by franchisee	20.2.3	We have the right to approve transfers.
m. Condition for franchisor approval of transfer	20.2.4	Transferee qualifies, transfer fee is paid, purchase agreement is approved, training arranged, release is signed by you and your principals, and current Franchise Agreement is signed by transferee.
n. Franchisor's right of first refusal to acquire franchisee's business	20.2.2	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	19.7	Upon termination for cause because you have defaulted in the performance of your agreement, we have the option to purchase your business for the fair market value of your equipment, in cash, within thirty days.

Provision	Section in Franchise Agreement	Summary*
p. Death or disability of franchisee	20.3	Franchise must be transferred by estate to a qualified heir or approved buyer, within a reasonable time.
q. Non-competition covenants during the term of the franchise	13.4	No involvement in any other food service business where pizza represents more than 10% of sales, non-solicitation of employees of the System for a competitor, no diversion of any business or customer to a competitor, no use of the marks, proprietary information, Manual, or operational aspects other than in connection with the Franchise Business.
r. Non-competition covenants after the franchise is terminated or expires	13.4	No involvement in a business whose sales are more than 10% pizza products for 2 years at your former Store location or within 5 miles of the Store or any other Marco's Store, non-solicitation of employees of the System for a competitor, no diversion of any business or customer to a competitor, no use of the marks, proprietary information, Manuals, or operational aspects.
s. Modification of the agreement	21.17.7	No modifications unless in writing by both parties.
t. Integration/merger clause	21.17.3	Only the terms of the Franchise Agreement are binding (subject to state law). Any representation or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration/ mediation	21.17.3	Except for certain claims, all disputes must be mediated in Toledo, Ohio unless contrary to applicable state law.
v. Choice of forum	21.2	All litigation, court proceedings, lawsuits, mediation proceedings and other hearings must take place only in the state district courts of Lucas County, Ohio, unless contrary to applicable state law.
w. Choice of law	21.3	Except to the extent governed by the federal trademark, the law of the State of Ohio. Please refer to the disclosure addenda and contractual amendments (Exhibit I) attached to this Disclosure Document for additional terms that may be required under applicable state law.

Development Agreement

Provision	Section in Development Agreement	Summary *
a. Length of the franchise term	4	Term expires on the earlier of (i) when the last Store to be developed opens for business, or (ii) the last date identified on the Development Schedule.
a. Length of the franchise term	No provision	Not applicable.
b. Renewal or extension of the term	No provision	Not applicable.

Provision	Section in Development Agreement	Summary *
c. Requirements for franchisee to renew or extend	No provision	Not applicable.
d. Termination by franchisee	No provision	Not applicable.
e. Termination by franchisor without cause	No provision	Not applicable.
f. Termination by franchisor with cause	6	Default under Development Agreement, bankruptcy, abandonment, failure to meet obligations, and failure to comply with any material term and condition. (Under the U.S. Bankruptcy Code, 11 US Code § 101, et seq., we may not be able to enforce the termination upon bankruptcy clause.) Under the current form of franchise agreement, termination of the Development Agreement does not provide cause for terminating the Franchise Agreement. Future versions of the franchise agreement, however, may permit us to terminate the franchise agreement if the Development Agreement terminates.
g. "Cause" defined - curable defaults	6.3	All other defaults not specified within 15 days.
h. "Cause" defined - non-curable defaults	6.1 and 6.2	Bankruptcies, abandonment, conviction of felony, fail to meet obligations, fail to comply with any material term and condition, unapproved transfer. (Under the U.S. Bankruptcy Code, 11 US Code § 101, et seq., we may not be able to enforce the termination upon bankruptcy clause.)
i. Franchisee's obligations on termination or non-renewal	6.5	Obligations include ceasing to select or develop sites, and ceasing to hold yourself out as our Developer (see also item "r" below)
j. Assignment of contract by franchisor	7.1	There are no limits on our right to assign the Development Agreement.
k. "Transfer" by franchisee - defined	7.4.1 - 7.4.4	Includes any and all assignments of any part of your assets, rights, or obligations, as well as any interest in you (if you are an entity, such as a corporation, a partnership, or a limited liability company). The term "assignment" includes any sale, conveyance, pledge, encumbrance, merger, subcontract, creation of a security interest in, gift, or any other transfer, whether directly or indirectly.
l. Franchisor approval of transfer by franchisee	7.4	We have the right to approve transfers.
m. Condition for	7.5	You and your principals must sign a release, transfer fee

Provision	Section in Development Agreement	Summary *
franchisor approval of transfer		or 3% of gross selling price is paid (whichever is greater), remaining Development Fee (if any) is paid, transferee signs a new Development Agreement, , meets financial criteria, and completes training programs. An additional fee (2% of gross selling price) for re-marketing the area may be applicable.
n. Franchisor's right of first refusal to acquire franchisee's business	7.6	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	No provision	Not applicable.
p. Death or disability of franchisee	7.7, 7.8 and 7.9	Your estate must transfer your interest in the Development Agreement to a third party we have approved, within a year after death or 6 months after the onset of disability.
q. Non-competition covenants during the term of the franchise	8.2 and 8.4	No involvement in any other food service business where pizza represents more than 10% of sales, non-solicitation of employees of the System for a competitor, no diversion of any business or customer to a competitor, no use of the marks, proprietary information, Manuals, or operational aspects other than in connection with the Franchise Business.
r. Non-competition covenants after the franchise is terminated or expires	8.3 and 8.4	No involvement in a business whose sales are more than 10% pizza products for 2 years at your former Store location or within 5 miles of the Store or any other Marco's Store, non-solicitation of employees of the System, no diversion of any business or customer to a competitor, no use of the marks, proprietary information, Manuals, or operational aspects.
s. Modification of the agreement	13	Must be in writing by both parties.
t. Integration/merger clause	13	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable.
u. Dispute resolution by arbitration/ mediation	15.2	Except for certain claims, all disputes must be mediated or litigated only in Toledo, Ohio unless contrary to applicable state law.
v. Choice of forum	15.3	All litigation, court proceedings, lawsuits, mediation proceedings and other hearings must take place only the state district courts of Toledo, Lucas County, Ohio, unless contrary to applicable state law.
w. Choice of law	15.1	The law of the State of Ohio. Please refer to the disclosure addenda and contractual amendments (Exhibit I) attached to this Disclosure Document for additional terms that may be required under applicable state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

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.

As of December 31, 2023, there were 1076 Marco's Pizza Franchised Stores. Of the 1076 Franchised Stores, 894 Franchised Stores operated for the full 52 week period ending December 31, 2023. Except where otherwise noted, we have prepared this financial performance representation to reflect the historical data of the Net Royalty Sales of 894 Marco's Pizza Franchised Stores that were open during 52-weeks of the fiscal year ending December 31, 2023. This information does not include (i) the performance of any international locations (including locations in Puerto Rico, which are developed by the master franchisee for the Caribbean) (ii) 77 new Stores that were not open for the entire 52-week period in 2023, (iii) special venue locations, and (iv) certain locations developed and operated by Hoogland Foods, LLC, formerly operated as dba Family Video.[1]

OPERATING RESULTS

Note 1: Net Royalty Sales is defined in Item 6, Note 1.
Note 2: The financial information in Item 19 has been prepared by Marco's management and has not been compiled, reviewed or audited by Marco's auditors.

Chart 1 - Net Royalty Sales of Franchised Stores by Category

The following charts provide the average and median Net Royalty Sales on a category and cumulative basis, for the top 25%, 50%, and 75%, and the bottom 25%, 50%, and 75% of the 894 Franchised Stores which were open for business for 52 weeks in our 2023, 2022, and 2021 fiscal years, respectively.

[1]Certain locations operated by Hoogland Foods, LLC are developed as retail sales outlets in specifically identified locations where former Family Video movie rental outlets operated. They utilize a different site selection model and therefore, they are not included in our traditional location data.

2023

	Top 25% of Franchised Stores	Top 50% of Franchised Stores	Top 75% of Franchised Stores	Total
No. of Stores in Category	224	447	671	894
Range of Net Royalty Sales in Category	$1,152,117 – $2,246,571	$895,779 - $2,246,571	$700,860 - $2,246,571	$318,006 - $2,246,571
Average Net Royalty Sales in Category	$1,405,079	$1,208,653	$1,072,441	$949,920
Median Net Royalty Sales in Category	$1,347,984	$1,152,117	$1,008,013	$895,553
No. of Stores Meeting or Exceeding the Average for Category	88	185	276	392
% of Stores Meeting or Exceeding the Average for Category	39%	41%	41%	44%
	Bottom 25% of Franchised Stores	**Bottom 50% of Franchised Stores**	**Bottom 75% of Franchised Stores**	**Total**
No. of Stores in Category	224	447	671	894
Range of Net Royalty Sales in Category	$318,006 - $700,860	$318,006 - $895,328	$318,006 - $1,152,117	$318,006 - $2,246,571
Average Net Royalty Sales in Category	$581,792	$691,187	$798,275	$949,920
Median Net Royalty Sales in Category	$597,287	$700,860	$802,006	$895,553
No. of Stores Meeting or Exceeding the Average for Category	127	233	341	392
% of Stores Above Category Average	57%	52%	51%	41%

2022

	Top 25% of Franchised Stores	Top 50% of Franchised Stores	Top 75% of Franchised Stores	Total
No. of Stores in Category	207	414	621	827
Range of Net Royalty	$1,150,982 -	$911,946 -	$706,966 -	$246,607 -

Sales in Category	$2,270,722	$2,270,722	$2,270,722	$2,270,722
Average Net Royalty Sales in Category	$1,415,062	$1,222,684	$1,086,453	$962,344
Median Net Royalty Sales in Category	$1,355,714	$1,150,291	$1,026,703	$911,946
No. of Stores Meeting or Exceeding the Average for Category	81	160	256	379
% of Stores Meeting or Exceeding the Average for Category	39%	39%	41%	46%

	Bottom 25% of Franchised Stores	**Bottom 50% of Franchised Stores**	**Bottom 75% of Franchised Stores**	**Total**
No. of Stores in Category	207	414	621	827
Range of Net Royalty Sales in Category	$246,607 - $706,966	$246,607 - $911,946	$246,607 - $1,150,982	$246,607 - $2,270,722
Average Net Royalty Sales in Category	$588,785	$701,883	$811,742	$962,344
Median Net Royalty Sales in Category	$604,410	$707,307	$820,488	$911,946
No. of Stores Meeting or Exceeding the Average for Category	113	213	319	379
% of Stores Above Category Average	55%	51%	51%	46%

2021

	Top 25% of Franchised Stores	**Top 50% of Franchised Stores**	**Top 75% of Franchised Stores**	**Total**
No. of Stores in Category	195	389	584	778
Range of Net Royalty Sales in Category	$1,120,844 - $2,378,689	$895,757 - $2,378,689	$702,095 - $2,378,689	$256,331 - $2,378,689
Average Net Royalty Sales in Category	$1,387,940	$1,198,201	$1,066,082	$945,807
Median Net Royalty Sales in Category	$1,301,450	$1,120,844	$1,006,493	$895,523
No. of Stores Meeting or Exceeding the Average for Category	76	146	240	345

% of Stores Meeting or Exceeding the Average for Category	39%	38%	41%	44%

	Bottom 25% of Franchised Stores	**Bottom 50% of Franchised Stores**	**Bottom 75% of Franchised Stores**	**Total**
No. of Stores in Category	195	389	584	778
Range of Net Royalty Sales in Category	$256,331 - $702,095	$256,331 - $895,289	$256,331 - $1,120,844	$256,331 - $2,378,689
Average Net Royalty Sales in Category	$584,348	$693,413	$798,477	$945,807
Median Net Royalty Sales in Category	$590,939	$702,095	$805,395	$895,523
No. of Stores Meeting or Exceeding the Average for Category	108	201	298	345
% of Stores Meeting or Exceeding the Average for Category	55%	52%	51%	44%

Chart 2 - Number of Stores with Net Royalty Sales Over $1,000,000 by Year

The following chart provides information regarding the number of Franchised Stores with Net Royalty Sales over $1,000,000, by year for the 2021, 2022 and 2023 fiscal years.

	2021	**2022**	**2023**
Total Franchise Stores Reported	778	827	894
Franchised Stores over $1,000,000	300	338	346
% of Franchise Stores to Total Reported	38.6%	40.9%	38.7%

We recommend that you contact the current and former franchisees listed in this Disclosure Document.

Written substantiation of the data used in preparing the information in this Item 19 will be made available to you upon reasonable request.

Some outlets have earned these amounts. Your individual results may differ from the results stated in this financial performance representation. There is no assurance that you will earn as much.

The information in this Item 19 is an historic representation about the performance of our outlets. Other than the preceding financial performance representation in this Item 19, we do not make any representation about a franchisee's future financial performance or the past financial performance of Company-owned or franchised outlets. 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 our management by contacting Kristin Corcoran, Vice President of Corporate Counsel, at 5252 Monroe St., Toledo, Ohio 43623 (800.262.7267), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary for Years 2021 to 2023 (Note 1)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	912	956	+44
	2022	956	1022	+66
	2023	1022	1076	+54
Company Owned	2021	42	45	+3
	2022	45	44	-1
	2023	44	41	-3
Total Outlets	2021	954	1001	+47
	2022	1001	1066	+65
	2023	1066	1117	+51

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor) For Years 2021 to 2023 (Note 1)

State	Year	Number of Transfers
Alabama	2021	6
	2022	2
	2023	0

State	Year	Number of Transfers
Arizona	2021	0
	2022	3
	2023	0
Arkansas	2021	2
	2022	1
	2023	3
California	2021	1
	2022	0
	2023	1
Colorado	2021	6
	2022	2
	2023	0
Florida	2021	6
	2022	7
	2023	11
Georgia	2021	15
	2022	21
	2023	10
Idaho	2021	0
	2022	1
	2023	1
Indiana	2021	1
	2022	4
	2023	8
Iowa	2021	0
	2022	2
	2023	2
Kentucky	2021	0
	2022	0
	2023	2
Michigan	2021	1
	2022	6
	2023	2
Mississippi	2021	1

State	Year	Number of Transfers
	2022	0
	2023	1
Missouri	2021	2
	2022	2
	2023	0
Nevada	2021	0
	2022	1
	2023	0
North Carolina	2021	4
	2022	22
	2023	2
Ohio	2021	3
	2022	5
	2023	24
Oklahoma	2021	0
	2022	1
	2023	1
South Carolina	2021	19
	2022	3
	2023	0
Tennessee	2021	1
	2022	11
	2023	1
Texas	2021	16
	2022	13
	2023	7
Virginia	2021	0
	2022	3
	2023	0
West Virginia	2021	1
	2022	1
	2023	0
Totals	2021	85
	2022	111

State	Year	Number of Transfers
	2023	76

Table 3

Status of Franchised Outlets
For Years 2021 to 2023 (Note 1)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
AL	2021	40	0	0	0	0	0	40
	2022	40	4	2	0	0	0	42
	2023	42	0	4	0	0	0	38
AR	2021	13	2	0	0	0	0	15
	2022	15	1	0	0	0	0	16
	2023	16	1	0	0	0	0	17
AZ	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023		2	0	0	0	0	6
CA	2021	13	2	0	0	0	1	14
	2022	14	3	0	0	0	0	17
	2023	17	3	0	0	0	1	19
CO	2021	16		0	0	0	0	16
	2022	16	3	1	0	0	0	18
	2023	18	1	0	0	0	1	18
FL†	2021	101	9	0	0	0	3	107
	2022	107	12	3	0	0	0	116
	2023	116	28	1	0	0	0	143
GA	2021	115	4	4	0	0	0	115
	2022	115	7	0	0	0	0	122
	2023	122	1	0	0	0	0	123
IA	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
ID	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2023	1	1	0	0	1	0	1
IL	2021	10	0	1	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
IN	2021	32	1	1	0	0	1	31
	2022	31	1	2	0	0	1	29
	2023	29	1	0	0	0	0	30
KS	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	1	0	0	0	0	7
KY	2021	6	0	0	0	0	0	6
	2022	6	0	1	0	0	0	5
	2023	5	1	0	0	0	0	6
LA	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
MD	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
MI	2021	36	1	1	0	1	0	35
	2022	35	4	0	0	0	0	39
	2023	39	3	0	0	0	0	42
MN	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
MO	2021	8	0	0	0	0	0	8
	2022	8	2	0	0	0	0	10
	2023	10	1	0	0	0	0	11
MS	2021	6	0	0	0	0	0	6
	2022	6	3	0	0	0	0	9
	2023	9	0	1	0	0	0	8
NC	2021	50	8	0	0	0	0	58

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
	2022	58	1	1	0	0	0	58
	2023	58	6	1	0	0	1	62
ND	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
NE	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	0	5
NV	2021	12	2	0	0	0	0	14
	2022	14	1	0	0	0	0	15
	2023	15	0	0	0	0	0	15
OH	2021	109	1	0	0	3	0	107
	2022	107	0	2	0	0	0	105
	2023	105	3	2	0	3	0	103
OK	2021	22	3	0	0	0	0	25
	2022	25	0	0	0	0	0	25
	2023	25	1	0	0	0	0	26
PA	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
SC	2021	45	3	1	0	0	3	44
	2022	44	3	1	0	0	1	45
	2023	5	2	0	0	0	0	47
SD	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
TN	2021	45	1	0	0	0	0	46
	2022	46	4	0	0	0	1	49
	2023	49	1	9	0	0	0	41
TX	2021	122	18	1	0	0	0	139
	2022	139	29	0	0	0	0	168
	2023	168	19	2	0	0	2	183

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
UT	2021	15	4	0	0	0	0	19
	2022	19	2	0	0	0	0	21
	2023	21	1	0	0	0	0	22
VA	2021	23	2	0	0	0	0	25
	2022	25	4	0	0	0	0	29
	2023	29	6	0	0	0	0	35
WI	2021	19	2	0	0	0	1	20
	2022	20	0	3	0	0	0	17
	2023	17	0	0	0	0	2	15
WV	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Totals	2021	912	66	9	0	4	9	956
	2022	956	85	16	0	0	3	1022
	2023	1022	85	19	0	4	8	1076

†Seven Stores operated by an Affiliate of Franchisor in Florida were sold to Franchisees within the 2023 fiscal year, resulting in net outlets opened of *One Franchised Store that was operated in Idaho was purchased by an Affiliate of Franchisor.

Table 4

Status of Company-Owned Outlets For Years 2021 to 2023 (Note 1)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Florida	2021	8	0	0	0	0	8
	2022	8	0	0	0	1	7
	2023	7	0	0	0	7	0
Michigan	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

Idaho	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
Ohio	2021	34	0	3	0	1	36
	2022	36	0	0	0	0	36
	2023	36	3	0	0	0	39
Total	2021	42	0	4	0	1	45
	2022	45	0	0	0	1	44
	2023	44	3	1	0	7	41

Table 5

Projected Openings
As of December 31, 2023

State	Franchise Agreements Signed But Store Not Open	Projected Franchised New Stores In The Next Fiscal Year	Projected New Company Owned Openings In Next Fiscal Year
Alabama	2	2	0
Arkansas	1	0	0
Arizona	4	3	0
California	8	7	0
Colorado	4	2	0
District of Columbia	2	0	0
Florida	40	21	0
Georgia	4	2	0
Idaho	6	0	6
Indiana	1	0	0
Iowa	1	0	0
Kansas	1	0	0
Kentucky	5	2	0
Louisiana	1	0	0
Maryland	3	2	0
Michigan	1	1	0
Missouri	1	0	0
Mississippi	2	1	0
Nebraska	0	0	0
Nevada	6	5	0

State	Franchise Agreements Signed But Store Not Open	Projected Franchised New Stores In The Next Fiscal Year	Projected New Company Owned Openings In Next Fiscal Year
New Mexico	0	0	0
North Carolina	3	5	0
Ohio	4	2	0
Oklahoma	0	0	0
Pennsylvania	0	0	0
South Carolina	0	0	0
Tennessee	7	7	0
Texas	43	20	0
Utah	3	2	0
Virginia	21	10	0
Total	**177**	**91**	**6**

Notes to Item 20 tables:

1 The numbers for 2021 to 2023 are for our fiscal years that ended December 26, 2021, December 25, 2022, and December 31, 2023 respectively. If multiple events occurred affecting a restaurant, the table shows the event that occurred last in time.

2. The names of the owners, locations and telephone numbers of all Franchised Stores as of December 31, 2023, are found in Exhibit K.

3. The following is contact information for the Marco's Pizza Franchisees that had a Franchise Agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily (including transfers) ceased to do business under a Franchise Agreement during 2023, or failed to communicate with us within 10 weeks of the issuance date of this Disclosure Document. If you buy the franchise offered in this disclosure document, your contact information may be disclosed to other buyers when you leave the franchise system:

Franchised Store Terminations

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Richard Rabenau and Patcharee Rabenau	Pizzeria Pizza, LLC	Hoover	AL	(205) 209-9653
William Smith and Sean Bruno	House Pizza Hoover, LLC	Hoover	AL	(205) 531-7994
William Smith and	House Pizza, LLC	Bessemer	AL	(205) 531-7994

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Sean Bruno				
William Smith and Sean Bruno	House Pizza Cahaba Heights, LLC	Vestavia Hills	AL	(205) 531-7994
Erica Johnson	Crimonson Foods, LLC	Ovideo	FL	(407) 276-5194
Jeffrey Kanov and Linda Kanov	Bless the Dough, LLC	Pensacola	FL	(951) 282-8163
Charles Michael Rutherford	Rutherford Enterprises 2, LLC	Tallahassee	FL	(850) 567-9212
Marcus Clegg, Angela Clegg, Kateland Bostick	Ciao Enterprises, LLC	Starkville	MS	(662) 790-3698
Gari Church, Travis Cole and Sara Cole	RHLC Investments	Welcome	NC	(404) 395-2743
Jeffrey Boyer and Volodymyr Martynshyn	Amerikraine Food Corporatoin, L.L.P.	Lakewood	OH	(440) 653-1189
Bradley Davis and Lyndsey Davis	Magnifico Pizza, LLC	Maryville	TN	(931) 335-9495
Bradley Davis and Russell Smith	FirstSlice, LLC	Knoxville	TN	(931) 335-9495
Bradley Davis and Russell Smith	SecondSlice, LLC	Knoxville	TN	(931) 335-9495
Bradley Davis and Russell Smith	FourthSlice, LLC	Knoxville	TN	(931) 335-9495
Bradley Davis and Russell Smith	SixthSlice, LLC	Powell	TN	(931) 335-9495
Bradley Davis and Russell Smith	ThirdSlice, LLC	Knoxville	TN	(931) 335-9495
Bradley Davis and Russell Smith	EighthSlice, LLC	Morristown	TN	(931) 335-9495
Bradley Davis and Russell Smith	NinthSlice, LLC	Oak Ridge	TN	(931) 335-9495
Anand Agarwala and Shipra Jhunjhunwala	DPH Authentic Pizza, LLC	College Station	TX	(713) 624-0982
Casey Clark	ACME Dream Due, LLC	Plano	TX	(214) 315-5734

Franchise Agreement Terminated but Store Never Opened

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Peter Cazzolla, Kathryn Cazzolla, Michael Caldwell and Jennifer Caldwell	Bersaglio Clovis South, LLC	Fresno	CA	(559) 472-0090
Leo Thomas and Kimberly Thomas	L&K Thomas Enterprises, LLC	Corona	CA	(310) 910-4568
Christopher Hornbrook, Michael Sontag, Michael Silberman	MP Nova Pilot	Hagerstown	DC	(571) 288-3829
Marcus Clegg, Angela Clegg, Ivica Karoglan	Ciao Enterprises, LLC	Jacksonville	FL	(662) 790-3698
Marcus Clegg, Angela Clegg, Ivica Karoglan	Ciao Enterprises, LLC	Jacksonville	FL	(662) 790-3698
Marcus Clegg, Angela Clegg, Ivica Karoglan	Ciao Enterprises, LLC	Jacksonville	FL	(662) 790-3698
Beatriz Froelich	LLF Food Services, LLC	Plantation	FL	(786) 508-6955
Ritesh Patel and Vaishali Patel	Top Shelf Pizza 4, LLC	TBD	FL	(318) 794-1901
Ryan Wardlow, Kaitlin Wardlow, Bradley Henke, Jennifer Henke	Ashbury Eats, LLC	Westfield	IN	(317) 694-0071
Jered Jerome	Jerome Enterprises, LLC	TBD	KS	(316) 461-3049
Munther Salem	MP2040, LLC	Ocean City	MD	(410) 430-9270
Munther Salem	MP2049, LLC	Salisbury	MD	(410) 430-9270
Munther Salem	MP2054, LLC	Baltimore	MD	(410) 430-9270
Fabiana Wilson and Daniel Wilson	Aerospace Pizza, LLC	Lanham	MD	(240) 353-8931
Entela Stafa and Arban Stafa	Auburn Pizza, LLC	Auburn Hills	MI	(248) 906-5227
Jered Jerome	Jerome Enterprises, LLC	Belton	MO	(316) 461-3049
Marcus Clegg, Angela Clegg, Ivica Karoglan	Ciao Enterprises, LLC	Hattisburgh	MS	(662) 790-3698
Marcus Clegg,	Ciao Enterprises,	Hattisburgh-Laurel	MS	(662) 790-3698

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Angela Clegg, Ivica Karoglan	LLC			
Miteshbhai Patel and Bhavesh Panagar	BPMP3, LLC	Gulfport	MS	(732) 754-9818
Christopher Ornelas and Kristian Ornelas	Ornelas Pizza Enterprises, LLC	Albuquerque	NM	(505) 301-3414
Jeffrey Boyer and Volodymyr Martynshyn	Amerikraine Food Corporation, L.L.P.	Cleveland	OH	(440) 653-1189
Jeffrey A. Roth	ZJR Management Company, LLC	Mechanicsburg	PA	(717) 330-5027
Joseph Diaz and Vanessa Diaz	JVA Pizza-1, LLC	Austin	TX	(210) 784-8401
Phillip Lilquist and Inderjit Shoker	PAL Franchising, LLC	Houston	TX	(713) 825-8458
Bhavic Patel, Tejal Patel, Manishkumar Patel, Hiren Patel, Hemlataben Patel, Deepti Patel	Lambodara Foods	Texas City	TX	(918) 269-7890
Son Tran	Stran MP1, LLC	San Antonio	TX	(210) 386-3730
Christopher Hornbrook, Michael Sontag, Michael Silberman	MP Nova Pilot	TBD	VA	(571) 288-3829
Puangthong Jackson	RB&C Pizza, LLC	Williamsburg	VA	(757) 604-4411

Franchised Store Ceased Operations/Other

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Leo and Kimberly Thomas	L&K Enterprises, Inc.	Temecula	CA	(310) 910-4568
Aaron Rosenthal; Dean Bornilla; Gil Glancz; Steve Moberly	La Tavola McCaslin, LLC	Superior	CO	(702) 300-9894
Brad Davis; Harold Tuma	MP MD 2, LLC	Arden	NC	(601) 613-0113
Anand Agarwala	DPH Authentic	College Station	TX	(713) 624-0982

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
and Shipra Jhunjhunwala	Pizza, LLC			
Dallas Cody Barnett, Jr.	Bee Cave Pizza, LLC	Bee Cave	TX	(512) 649-8588
Dallas Cody Barnett, Jr.; William Travis Davis; Ryan Wagner	Cannon West Pizza, LLC	Austin	TX	(512) 736-7713
McLain Hoogland	Hoogland Foods, LLC	Green Bay	WI	(847) 345-5602
McLain Hoogland	Hoogland Foods, LLC	New Berlin	WI	(847) 345-5602

Note 1. Each franchisee listed above owned one franchise unless otherwise noted.

Transfers

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Nick Morgan	NWAMP#5116	Fayetteville	AR	(479) 521-5553
Martin Puls	Pamahojo Pizza, LLC	Rogers	AR	(479) 631-3000
Kyle Putman	Ft. Smith Pizza Guys, LLC	Ft. Smith	AR	(479) 755-9100
Ryan Montoya	Three dot one four, LLC	West Sacramento	CA	(916) 516-1660
Carlos Fuentes	DeJusus CCA, LLC	Apopka	FL	(386) 215-5109
Ed Kay	Raven Pizza Brandon, LLC	Brandon	FL	(813) 810-5550
Marco's Orlando, LLC	Marco's Orlando, LLC	Davenport	FL	(419) 885-7000
Marco's Orlando, LLC	Marco's Orlando, LLC	St. Cloud	FL	(419) 885-7000
Marco's Orlando, LLC	Marco's Orlando, LLC	Clermont	FL	(419) 885-7000
Marco's Orlando, LLC	Marco's Orlando, LLC	Clermont	FL	(419) 885-7000
Marco's Orlando, LLC	Marco's Orlando, LLC	Ocala	FL	(419) 885-7000
Marco's Orlando, LLC	Marco's Orlando, LLC	Lutz	FL	(419) 885-7000

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Marco's Orlando, LLC	Marco's Orlando, LLC	Zephyrhills	FL	(419) 885-7000
Roger Mellen	RJM Partners, Inc.	Kissimmee	FL	(407) 342-4939
Christine Watkins	Beach Slice, LLC	Daytona	FL	(561) 385-9619
Mehul Amin	AMIN786, LLC	Tucker	GA	(470) 444-0060
Kal Gullapalli	MPZ Atlanta, LLC	Atlanta	GA	(702) 461-1266
DJ Patel	MP Heritage Place, LLC	Milledgille	GA	(678) 580-8255
DJ Patel	MP Dublin, LLC	Dublin	GA	(678) 580-8255
DJ Patel	MP Zebulon	Macon	GA	(678) 580-8255
DJ Patel	MP Byron, LLC	Byron	GA	(678) 580-8255
DJ Patel	KLMG Food, LLC	Warner Robbins	GA	(678) 580-8255
Jagruit Patel	MPPerry, LLC	Perry	GA	(678) 580-8255
Kamlesh Patel	BHAVI Enterprises, Inc.	Kennesaw	GA	(678) 812-9409
Princeton White	Marvelous Works, LLC	Albany	GA	(229) 435-4800
Jered Jerome	Welrome WH, LLC	Windsor Heights	IA	(316) 461-3049
Jered Jerome	Welrome WK, LLC	Waukee	IA	(316) 461-3049
Travis Davis	Davis Family Pizza Meridian, LLC	Boise	ID	(208) 804-0003
Steve Elmerick	SE Pies, LLC	Columbus	IN	(812) 350-1976
Steve Elmerick	SE Pies, LLC	Columbus	IN	(812) 350-1976
Calvin Hosler	CRH, Inc.	Fort Wayne	IN	(260) 450-9712
Davinder Khangura	Nanak Pizza, LLC	Zionsville	IN	(812) 798-6862
Ernie Kurtock	Daily Dough, Inc.	Noblesville	IN	(317) 502-9153
Ernie Kurtock	Dailty Dough Union Chapel, LLC	Noblesville	IN	(317) 502-9153
Rajeev Rehal	Sara Sukh Foods, Inc.	Indianapolis	IN	(317) 295-0875
Brian Sable	Harrisonand Young, Inc.	Westfield	IN	(317) 763-2222
Brian Drescher	Four Slices, LLC	Newport	KY	(513) 404-6971
Brian Drescher		Taylor Mill	KY	

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
	RRBB Enterprises, LLC			(513) 404-6971
Donna Sturgis	7 C Enterprises, LLC	Lansing	MI	(517) 336-0400
Donna Sturgis	RAH Enterprises, LLC	Okemos	MI	(517) 336-0400
Marcus Clegg	Ciao Enterprises, LLC	Tupelo	MS	(662) 269-9300
Bill Kizer	BAK Group	Mooresville	NC	(704) 235-4778
Steve Woodward	KEKG, Inc.	Mooresville	NC	(704) 657-6666
Tim Bischel	Bischel Winner, LLC	Lebanon	OH	(513) 404-6971
Tim Bischel	Bischel Winner, LLC	Harrison	OH	(513) 404-6971
Tim Bischel	BWD Acquisitions, LLC	Maineville	OH	(513) 404-6971
Tim Bischel	BWD Acquisitions, LLC	Deer Park	OH	(513) 404-6971
Tim Bischel	BWD Acquisitions, LLC	Blue Ash	OH	(513) 404-6971
Tim Bischel	BWD Acquisitions, LC	Hamilton	OH	(513) 404-6971
Eric Bueter	E&S Bueter, LLC	Wauseon	OH	(419) 583-9021
Eric Bueter	E&S Bueter, LLC	Delta	OH	(419) 583-9022
Eric Bueter	E&S Bueter, LLC	Montpelier	OH	(419) 583-9023
Eric Bueter	E&S Bueter, LLC	Findlay	OH	(419) 583-9024
Eric Bueter	E&S Bueter, LLC	Napoleon	OH	(419) 583-9025
Eric Bueter	E&S Bueter, LLC	Defiance	OH	(419) 583-9026
Eric Bueter	E&S Bueter, LLC	Paulding	OH	(419) 583-9027
Eric Bueter	E&S Bueter, LLC	Archbold	OH	(419) 583-9028
Eric Bueter	E&S Bueter, LLC	Bryan	OH	(419) 583-9029
Kelly Demyan	KOD, LLC	Bay Village	OH	(440) 221-0849
Brian Drescher	Five Slices, LLC	Cincinnati	OH	(513) 404-6971
Brian Drescher	One the Rise Properties, LLC	Loveland	OH	(513) 404-6971
Brian Drescher	Six Slice Acquisitions, LLC	Batavia	OH	(513) 404-6971
Brian Drescher	Big Deal Properties, LLC	Milford	OH	(513) 404-6971

Contact Person	Entity Name	City	State	Current Telephone Number or E-mail Address
Brian Drescher	Six Slice Acquisitions, LLC	Amelia	OH	(513) 404-6971
Pasquale Giammarco	Marco's Pizza, Inc.	Toledo	OH	(419) 885-7001
Pasquale Giammarco	Marco's Pizza, Inc.	Toledo	OH	(419) 885-7001
Pasquale Giammarco	Marco's Pizza, Inc.	Toledo	OH	(419) 885-7001
Sean Fortenbaugh	Big Bear Pizza, LLC	Lawton	OK	(580) 699-3993
KK Slidella	Samukha Group, LLC	Chattanooga	TN	(423) 322-8806
Sailendra Basyl	A&R Company, LLC	Austin	TX	(405) 664-4776
Manuel Caballero	Caballero Consulting, LLC	Lewisville	TX	(972) 353-4400
Ajit Merchant	AA Pizza, LLC	Conroe	TX	(936) 282-5253
Robert Pina	MPZ II, LLC	Houston	TX	(713) 725-6408
Keith Sizemore	Size Enterprise, LLC	Humble	TX	(567) 408-9303
Justin Tarrant/Michael Rogers	RT Pizza Concepts 5056, LLC	McKinney	TX	(405) 245-8958
Justin Tarrant/Michael Rogers	RT Pizza Concepts 5048, LLC	McKinney	TX	(469) 919-0999

During the last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit C are the following financial statements:

The audited consolidated financial statements of Marco's Franchising, LLC and Subsidiary, a wholly owned subsidiary of Marco's Pizza Holdings, LLC, which comprise the consolidated balance sheet as of December 31, 2023, December 25, 2022, and December 26, 2021, and the related consolidated statements of operations, change in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document as an exhibit:

- Development Agreement - Exhibit D
- Franchise Agreement - Exhibit E
- Form of Authorization Agreement for Direct Withdrawals (ACH Debits) - Exhibit G
- Marco's Pizza Standard Lease Rider - Exhibit H
- Franchisee Certification - Exhibit J
- Sample General Release - Exhibit L

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document are the receipt pages. Please sign and date each receipt page as of the date you received this Disclosure Document and return one copy to us.

STATE SPECIFIC ADDENDA

FOR THE STATE OF CALIFORNIA

1. The State of California has codified regulations specific to the food service industry. You may refer to California Plan Check Guide for Retail Food Facilities at http://www.ccdeh.com/resources/documents/food-safety-guidelines-1/152-california-plan-check-guide-for-retail-food-facilities-2/file. For further requirements, please see the California Retail Food Code at http://www.cdph.ca.gov/services/Documents/fdbRFC.pdf.

2. Item 3 is supplemented by the following:

   Neither we nor any person identified in Item 2, or an Affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

3. Item 17 is supplemented by the following:

   The Franchise Agreement requires you to sign a general release of claims on renewal or transfer of the 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 thereunder is void.

   California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning transfer, termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   The 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.).

   The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law but we will enforce it to the extent enforceable.

   California Corporations Code, Section 31125 requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

The Franchise Agreement requires the application of the laws of Ohio. This provision may be unenforceable under California law.

4. 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.

5. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION at WWW.DFPI.CA.GOV.

6. Exhibit J is supplemented by the following:

   No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreements(s).

Item 17 is supplemented by the following:

Section 4 of the Illinois Franchise Disclosure Act of 1987 (the "Act") provides that any provision in the Franchise Agreement that designates venue outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois; however, the Agreement may provide for arbitration in a forum outside of Illinois.

Notwithstanding the provisions of the Franchise Agreement and the Development Agreement that Ohio law shall govern, Illinois law shall apply to and govern any claim between the parties under the Franchise Agreement and the Development Agreement that alleges violation of the Act.

Your rights upon Termination and Non-Renewal are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The conditions under which your franchise can be terminated and your rights on renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Exhibit J is supplemented by the following:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Financial Condition The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you. At the close of fiscal year 2023, the Franchisor's Balance Sheet reveals that the Franchisor had deficit working capital and debt-to-equity greater than 5:1.

FOR THE STATE OF MARYLAND

1. Under COMAR 02.02.08.04(B)(2), a franchisee may obtain an accounting of the advertising fund from us by emailing our Chief Financial Officer, Jeff Rager, at jrager@marcos.com.

2. For each table included in Item 17 of the Franchise Disclosure Document, the "**Summary**" section of Item 17(c) and 17(l) are amended by adding the following:

   The Code of Maryland Regulations, COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment, or transfer of the Franchise Agreement.

3. For each table included in Item 17 of the Franchise Disclosure Document, the "**Summary**" section of Item 17(h) is amended by adding the following:

   A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. For each table included in Item 17 of the Franchise Disclosure Document, the "**Summary**" section of Item 17(v) is amended by adding the following:

   You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland

Franchise Law must be brought within three (3) years after the grant of the franchise.

5. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Any provisions of the Franchise Agreement which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF MINNESOTA

20.1. Item 13 is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.12, Subd. 1(g) which requires us to protect your right to use the trademarks, service marks and trade names and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of same.

2. Item 17 is supplemented by the following:

A. Renewal and Termination. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

B. Choice of Forum. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

C. Releases. Minn. Rule 2860.4400D prohibits us from requiring a franchisee to assent to a general release. A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.22.

D. Injunctive Relief. Minn. Rule 2860.4400J prohibits us from requiring a franchisee to consent to a franchisor obtaining injunctive relief. We may seek injunctive relief. In addition, a court will determine if a bond is required.

E. Limitation of Claims. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

3. Exhibit J is supplemented by the following:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF NEW YORK

20.1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises and under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective Rev. March 17, 2021 2 injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "**Summary**" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "**Summary**" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "**Summary**" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

FOR THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

1. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business (subject, however, to the possible application of the Federal Arbitration Act, 9 US Code §§1-14).

3. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Marco's Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

> Any provision in any of the contracts that you sign with us which provides for termination of a franchise upon the bankruptcy of a franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.)
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The following statements are added to Exhibit J:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except

when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF WISCONSIN

Item 17 is supplemented by the following:

> For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Wisconsin Statutes, of the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract that is inconsistent with the Law.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF ADMINISTRATORS

This franchise may be registered or exempt from registration in some or all of the following states that regulate the offer and sale of franchises. The following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677	NEW YORK NYS Department of Law Investor Protection Bure[au] 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8285
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Bus. Reg. Div., Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	RHODE ISLAND Department of Business Regulation Securities Division 1511 Pontiac Avenue, Building 68-2 Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid Suite 104 Pierre, South Dakota 57501-3185 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	VIRGINIA Director, Securities and Retail Franchising Div. State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Consumer Protection Div., Franchise Section Department of the Attorney General 525 West Ottawa Street G. Men[ne]n Williams Building, 1st Floor Lansing, Michigan 48933 (517) 335-7622	WASHINGTON Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760
MINNESOTA Commissioner of Commerce Dep[ar]tment of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	WISCONSIN Director of the Department of Financial Institutions 345 [W]. Washington Avenue, 4th floor Madison, Wisconsin 53703 (608) 266-8557

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commission of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 (866) 275-2677 (toll free)	MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	MICHIGAN Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street. G. Mennen Williams Bldg., 1st Floor Lansing, Michigan 48913 (517) 373-7117
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	MINNESOTA Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
INDIANA Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681	NEW YORK Secretary of State of the State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231
NORTH DAKOTA North Dakota Securities Commissioner 600 Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510	VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
RHODE ISLAND Department of Business Regulation Securities Division 1511 Pontiac Avenue, Bldg. 68-2 Cranston, Rhode Island 02920 (401) 462-9585	WASHINGTON Director of the Department of Financial Institutions 150 Israel Road, 3rd Floor Tumwater, Washington 98501 (360) 902-8760
SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid Suite 104 Pierre, South Dakota 57501-3185 (605) 773-3563	WISCONSIN Commissioner of Securities 345 W. Washington Avenue, 4th floor Madison, Wisconsin 53703 (608) 261-9555

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Marco's Franchising, LLC and Subsidiaries

(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Financial Statements

Years Ended December 21, 2023 and December 25, 2022

The report accompanying these financial statements was issued by

BDO USA, P.C., a Virginia professional corporation and the U.S. member of BDO International Limited, a UK company limited by guarantee.

Marco's Franchising, LLC and Subsidiaries

(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Financial Statements

Years Ended December 31, 2023 and

December 25, 2022

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Contents

Independent Auditor's Report 3-4

Consolidated Financial Statements

Consolidated Balance Sheets 6-7

Consolidated Statements of Operations 8

Consolidated Statements of Changes in Member's Equity 9

Consolidated Statements of Cash Flows 10

Notes to Consolidated Financial Statements 11-23

Tel: 614-488-3126
Fax: 614-488-0095
www.bdo.com

300 Spruce Street, Suite 100
Columbus, OH 43215

Independent Auditor's Report

Board of Directors
Marco's Franchising, LLC and Subsidiaries
Toledo, Ohio

Opinion

We have audited the consolidated financial statements of Marco's Franchising, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and December 25, 2022, and the related consolidated statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 25, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits 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 the Company 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.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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.

BDO USA, P.C.

City and State
April 26, 2024

Consolidated Financial Statements

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC

Consolidated Balance Sheets

	December 31, 2023	December 25, 2022
Assets		
Current Assets		
Cash and cash equivalents	**$ 2,904,167**	$ 5,931,513
Cash, restricted - advertising and grand opening funds	**5,515,798**	5,480,532
Accounts receivable:		
Trade, net of allowance of $9,088, at December 31, 2023 and December 25, 2022, respectively	**5,962,079**	4,321,205
Affiliates	**289,198**	1,418,994
Other	**41,034**	25,619
Contract costs, current	**989,998**	700,000
Notes receivable, current	**168,024**	20,833
Loans and advances to affiliates, current	**-**	158,028
Prepaid expenses and other current assets	**1,500,952**	1,189,360
Total Current Assets	**17,371,250**	19,246,084
Property and Equipment, net	**1,048,473**	1,192,073
Operating Right-of-Use Lease Assets, net	**11,599**	188,470
Goodwill	**6,133,556**	6,133,556
Other Assets		
Investments	**740,131**	979,360
Contract costs, net of current portion	**2,220,799**	3,102,692
Notes receivable, net of current portion	**103,482**	126,417
Loans and advances to affiliates, net of current portion	**3,400,000**	1,072,948
Other assets	**1,220,457**	1,540,353
Total Other Assets	**7,684,869**	6,821,770
Total Assets	**$ 32,249,747**	$ 33,581,953

See accompanying notes to consolidated financial statements.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC

Consolidated Balance Sheets

	December 31, 2023	December 25, 2022
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable:		
Trade	**$ 7,958,904**	$ 6,768,021
Affiliates	**2,094,873**	3,777,739
Contract liabilities, current:		
Deferred revenue	**2,976,608**	3,136,875
Other contract liabilities, gift cards	**906,788**	766,558
Current portion of license agreement payable	**359,220**	359,220
Grand opening restricted funds	**667,509**	1,005,985
Operating lease liabilties	**11,599**	188,470
Deferred compensation	**1,112,100**	-
Accrued compensation	**1,445,558**	2,144,132
Other accrued liabilities	**18,334**	664,229
Total Current Liabilities	**17,551,493**	18,811,229
Other Long-term Liabilities		
Deferred compensation, net of current	**6,403,407**	5,790,871
Long-term contract liabilities, deferred revenue	**2,686,474**	3,189,889
License agreement payable, net of current portion	**347,865**	712,144
Total Liabilities	**26,989,239**	28,504,133
Member's Equity	**5,260,508**	5,077,820
Total Liabilities and Member's Equity	**$ 32,249,747**	$ 33,581,953

See accompanying notes to consolidated financial statements.

M

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC

Consolidated Statements of Operations

Year Ended	**December 31, 2023**	December 25, 2022
Revenue		
Royalties	**$ 50,402,334**	$ 47,023,395
Franchise and development fees	**1,987,695**	2,524,195
Trademark fees and other revenue	**5,650,203**	5,482,773
Advertising fund contributions	**53,632,621**	49,391,407
Total Revenue	**111,672,853**	104,421,770
Expenses		
Commissions	**22,309,432**	20,823,952
Depreciation and amortization	**519,353**	551,936
General and administrative expenses	**24,797,805**	22,604,203
Advertising fund expenses	**54,088,255**	48,910,475
Total Expenses	**101,714,845**	92,890,566
Operating Income	**9,958,008**	11,531,204
Non-Operating Income (Expense)		
Interest income, affiliated	**79,276**	50,158
Interest income (expense)	**79,745**	(60,384)
Equity in earnings of unconsolidated investees	**514,910**	554,309
Other income	**417,772**	472,028
Total non-operating income	**1,091,703**	1,016,111
Consolidated Net Income	**$ 11,049,711**	$ 12,547,315

See accompanying notes to consolidated financial statements.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC

Consolidated Statements of Changes in Member's Equity

Balance, December 26, 2021	$
Net income	
Distributions	
Balance - December 25, 2022	
Net income	
Distributions	
Balance, December 31, 2023	**$**

See accompanying notes to cor

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC

Consolidated Statements of Cash Flows

Year Endeo	**December 31, 2023**	December 25, 2022
Cash Flows provided by Operating Activities		
Net income	**$ 11,049,**	$ 12,547,315
Adjustments to reconcile net income to net cash, cash equivalents, and restricted cash provided by operating activities:		
Depreciation and amortization	**574,148**	601,647
Deferred compensation expense	**4,262,480**	642,710
Equity in net earnings of unconsolidated investee	**(514,910)**	(554,309)
(Increase) decrease in:		
Accounts receivable, trade	**(1,640,874)**	1,095,188
Accounts receivable, affiliates	**1,129,796**	(338,545)
Accounts receivable, other	**(15,415)**	(19,539)
Contract costs	**591,895**	317,996
Prepaid expenses	**(316,654)**	(566,999)
Other assets	**9,872**	(559,465)
Increase (decrease) in:		
Accounts payable, trade	**1,190,883**	(751,306)
Accounts payable, affiliates	**(1,682,863)**	501,338
Contract liabilities, deferred revenue	**(663,682)**	(320,716)
Contract liabilities, gift cards	**140,230**	141,833
Grand opening restricted funds	**(338,477)**	(376,636)
Accrued compensation	**(698,574)**	(810,108)
Other accrued liabilities	**(645,894)**	655,829
Deferred compensation payments	**(2,537,843)**	-
Net Cash, Cash Equivalents, and Restricted Cash Provided by Operating Activities	**9,893,829**	12,206,233
Net Cash Flows from Investing Activities		
Purchase of property and equipment	**(120,525)**	(151,468)
Distributions from equity method investee	**754,139**	1,414,345
Payments received on notes receivable	**133,826**	31,366
Issuance of notes receivable	**(258,082)**	(136,820)
Payments received on loans to affiliates	**1,230,976**	155,425
Advances paid on loans to affiliates	**(3,400,000)**	-
Net Cash, Cash Equivalents, and Restricted Cash (Used in) Provided by Investing Activities	**(1,659,666)**	1,312,848
Net Cash Flows for Financing Activities		
Payments on license agreement payable	**(359,220)**	(359,220)
Distributions to member	**(10,867,023)**	(13,297,031)
Net Cash, Cash Equivalents, and Restricted Cash Used in Financing Activities	**(11,226,243)**	(13,656,251)
Net Decrease in Cash, Cash Equivalents, and Restricted Cash	**(2,992,080)**	(137,170)
Cash, Cash Equivalents, and Restricted Cash - Beginning of year	**11,412,045**	11,549,215

Cash, Cash Equivalents, and Restricted Cash - End of year	**$**	**8,419,965**	$	11,412,045
Reconciliation of cash, cash equivalents, and restricted cash reported in the consolidated balance sheets				
Cash and cash equivalents	**$**	**2,904,167**	$	5,931,513
Cash - restricted - advertising and grand opening funds		**5,515,798**		5,480,532
Total Cash, Cash Equivalents, and Restricted Cash	**$**	**8,419,965**	$	11,412,045
Supplemental Disclosures of Cash Flow Information				
Cash paid for interest	**$**	**85,109**	$	60,384
Non-cash investing and financing activities:				
Right-of-use assets obtained in exchange for new operating lease liabilities	**$**	**-**	$	361,987

See accompanying notes to consolidated financial statements

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC

Consolidated Statements of Cash Flows

1 - Nature of Business

Marco's Franchising, LLC (referred to along with its subsidiaries as the Company or Marco's) is an Ohio limited liability company formed in 2003 for the primary purpose of franchising Marco's Pizza restaurants both in the United States and internationally. The Company is a wholly owned subsidiary of Marco's Pizza Holdings, LLC (MPH).

Marco's Assurance, LLC (Assurance), a wholly owned subsidiary of Marco's Franchising, LLC, was formed in 2009 for the purpose of providing limited guarantees to lenders to assist in obtaining financing for our franchisees.

In 2019, Marco's Advertising Funds, Inc. and Marco's National Advertising Fund, Inc. (collectively, the Funds) were formed and are wholly owned subsidiaries of Marco's Franchising, LLC. The advertising funds are included in the consolidated financial statements.

The Company is the franchisor of pizza restaurants located in 34 states throughout the United States, as well as in Puerto Rico and the Bahamas.

As of December 31, 2023 and December 25, 2022, the Company had 1,179 and 1,129, respectively, systemwide restaurants, which include 41 and 44 franchisees owned by affiliated entities. A schedule of franchisee owned restaurants in operation for each year is as follows:

	2023	2022
Restaurants in operation at beginning of year	**1,129**	1,059
Restaurants opened	**78**	89
Restaurants closed	**(28)**	(19)
Restaurants in operation at end of the year	**1,179**	1,129

2 - Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and the Funds. All material intercompany accounts and transactions have been eliminated in consolidation.

Basis of Presentation

The accompanying consolidated financial statements have been prepared on an accrual basis in

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with GAAP. Those estimates and assumptions affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities and the reported amounts of revenue and expenses. Actual results could vary from the estimates used.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and restricted cash. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 but risk was further reduced in 2023 as the Company has additional coverage related to a nightly sweep account with the Chicago Trust Company that provides up to $3,750,000 per individual account.

At December 31, 2023 and December 25, 2022, the Company had $344,893 and $10,351,822 in excess of insured limits.

Cash and Cash Equivalents

Cash and cash equivalents consist of short-term highly liquid investments with an original maturity of three months or less.

Restricted Cash - Advertising and Grand Opening Funds

Cash held by the advertising funds is maintained in separate accounts, and expenditures are restricted to advertising and grand opening costs. Total funds maintained in separate accounts were $5,515,798 and $5,480,532 at December 31, 2023 and December 25, 2022, respectively. These balances are included in cash - restricted on the 2023 and 2022 consolidated balance sheets.

Accounts Receivable, Trade

The Company's receivables primarily consist of amounts due from franchisees related to the initial franchise fees, royalty fees and brand development fees, receivables for vendor rebates, and other miscellaneous receivables. The Company maintains an allowance for doubtful accounts that is calculated under the current expected credit loss ("CECL") model. The CECL model applies to financial assets measured at amortized cost and requires the Company to reflect expected credit losses over the remaining contractual term of the asset. The Company uses an aging method to estimate allowances for doubtful accounts under the CECL model as the Company has determined that the aging method adequately reflects expected credit losses, as corroborated by historical losses. Management analyzes past payment trends, the age of franchise balances, historical losses, forward-looking information, and analysis of existing economic conditions where relevant. Interest is not charged on past due accounts. Recoveries of receivables previously written off are recorded when received. As of December 31, 2023 and December 25, 2022, the Company had an allowance of $9,088.

Contract Costs to Obtain a Franchise Agreement

The Company occasionally incurs commission expenses paid to third parties under agreements that license the third parties to solicit, screen, and evaluate prospective franchisees and to service franchisees' operating stores. The commissions on franchise and development fees are capitalized as contract costs and expensed over the term of the franchise agreement. Contract costs capitalized were $3,210,797 and $3,802,692 as of December 31, 2023 and December 25, 2022, respectively. Commissions on royalties are expensed over the term of the franchise agreement as the underlying sales occur. In 2023 and 2022, the amounts expensed related to costs to obtain a franchise agreement were approximately $990,000 and $972,293, respectively.

Loans and Advances to Affiliates

The Company monitors loans and advances to affiliates for delinquency and provides for estimated losses for specific balances that are not likely to be collected. All loans and advances to affiliates are considered collectible for the years ended December 31, 2023 and December 25, 2022.

Investments

Investments in unconsolidated subsidiaries, joint ventures, and other investees in which the Company has an interest of 20 to 50 percent and can exercise significant influence are accounted for using the equity method. Under the equity method, the investment is carried at cost, adjusted for the Company's proportionate share of undistributed earnings or losses. Impairment losses due to a decline in the value of the investment that is other than temporary are recognized when incurred. The Company holds a 21.875 percent investment in Marco's Franchise Services, LLC (MFS), which is accounted for using the equity method. No impairment losses were recognized for 2023 and 2022.

Property and Equipment

Property and equipment are recorded at cost and depreciated using the straight-line method over the following estimated useful lives:

	Depreciable Life - Years
Equipment and other	3-10
Capitalized software	3-5
Leasehold improvements	10*

*Amortized over the lesser of the life of the lease or the life of the asset.

Depreciation expense for years ended December 31, 2023 and December 25, 2022 was $264,140 and $291,623, respectively, inclusive of depreciation expense of $54,795 and $49,711 included in Advertising Fund Expenses on the consolidated statements of operations for the years ended December 31, 2023 and December 25, 2022, respectively. Costs of maintenance and repairs are charged to expense as incurred.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the identifiable net assets acquired in connection with business acquisitions. Goodwill has an indefinite life and is not amortized but is reviewed at least annually for impairment or whenever circumstances indicate the carrying amount of the asset may be impaired. The Company evaluated the carrying value of goodwill as of December 31, 2023 and December 25, 2022 and believes that its carrying value does not exceed the fair value.

Long-Lived Assets, including Intangible Assets

Acquired intangible assets are subject to amortization, stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets, or 7 – 10 years. During each of the years ended December 31, 2023 and December 25, 2022, amortization expense incurred was $310,008. Future amortization will be $310,008 and $310,032 in 2024 and 2025, respectively.

The Company evaluates the carrying value of long-lived assets, including intangible assets, and property and equipment, whenever events or changes in circumstances indicate the carrying value of the assets may not be recoverable. Estimated future undiscounted cash flows from an asset group are used to measure whether the assets are recoverable.

Impairment, if any, is recorded based on the excess of the asset's carrying value over fair value. Fair value is determined primarily using present value techniques based on projected cash flows from the asset group. The Company did not identify any events or circumstances during the years ended December 31, 2023 and December 25, 2022 that would indicate that the fair value of the intangible assets and property and equipment is more likely than not less than the carrying value of the intangible assets and property and equipment and did not perform any further impairment testing. No impairment charges were recorded during the years ended December 31, 2023 and December 25, 2022.

License Agreement Payable

The Company is financing a non-cancelable personnel development license agreement for use of certain leadership and culture tools for its employees. The financing obligation is payable in quarterly payments of $89,805 through December 31, 2025. The balance of the obligation was $707,085 and $1,071,364 as of December 31, 2023 and December 25, 2022, respectively. The costs of the agreements are recognized over the life of the corresponding agreement, and the unrecognized costs of these agreements are recorded in other assets of $620,040 and $930,056 as of December 31, 2023 and December 25, 2022, respectively.

Revenue Recognition

The Company's revenue mainly consists of franchise and development fees, royalties, trademark fees, and advertising fund contributions. The Company sells individual franchisees the right to operate a Marco's location within a defined territory using the franchise name. The initial term of franchise agreements is typically 10 years, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid. In addition, franchisees contribute to advertising funds based on a percentage of sales used for advertising, marketing, and other promotional purposes.

The Company has obligations to provide franchisees with the franchise rights to operate a Marco's store, training, and site selection, as well as provide technology and advertising for which fees are charged. The Company has concluded that management training is a separate performance obligation due to the nature of the training being nonbrand specific and capable of being used by trainees in other businesses. The Company has also concluded that site selection is a separate performance obligation due to the ability to sell the site selection services as separate services. The remaining services represent a single performance obligation, the franchise right. Therefore, initial franchise fees for each agreement are allocated to the management training, site selection, and franchise right for each individual franchise. The management training and site selection revenue is recognized at the time these respective obligations are satisfied. The franchise right revenue is recognized over the term of the respective franchise agreement beginning on the date the franchise agreement was signed. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized at the time of the transfer.

Income for royalties and advertising fees is recognized over the term of the respective franchise agreement as the underlying sales occur. Income for trademark fees is recognized over time based on the underlying sales.

The Company earns vendor rebates based on the volume of purchases by franchised locations. These funds are used for administrative costs that support the franchisee system. Vendor rebate revenues are recognized by the Company in the period in which the rebates are earned.

The Company has a separate performance obligation under its grand opening program to provide a customized initial marketing plan for franchisees and act as an agent to arrange for third parties to transfer goods or services.

The Company maintains a grand opening fund for certain franchisees. Fees collected by the grand opening fund constitute agency transactions. The related fees are accounted for on a net basis, and a liability of $667,509 and $1,005,985 at December 31, 2023 and December 25, 2022, respectively, is recorded as grand opening restricted funds on the consolidated balance sheet.

The Company sells gift cards in company- and franchise-owned restaurants. The Company does not charge administrative fees on unused gift card balances, and the gift cards have no expiration date. Gift card sales are recorded as a contract liability when sold, and the liability is relieved in proportion to the pattern of redemption exercised by customers. Stores recognize revenue when gift cards are redeemed. Revenue is recognized on unredeemed gift cards (breakage) based on historical customer usage patterns in accordance with escheatment laws. For fiscal years 2023 and 2022, the Company recorded breakage of an immaterial amount.

Payment Terms

Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is entered into and are nonrefundable. Franchise fees are collected prior to the satisfaction of the Company's performance obligation, resulting in the Company recognizing deferred revenue contract liabilities. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheet.

Royalties and advertising fees are paid on a weekly basis, based upon a percentage of franchisee gross sales.

Grand opening fees are paid when a franchise agreement is entered into and are refundable.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and advertising fees, as the transaction price is based on the franchisee's sales. The variable consideration is recognized based on the actual amounts incurred each period.

The initial franchise fee is fixed and allocated among three separately identified performance obligations. The Company allocates consideration to the management training program based on the observable stand-alone selling price of the training charged when additional management training program participation is requested by the franchisees. The Company allocates consideration to the site selection based on the observable stand-alone selling price, which approximates the fair value of the service using the cost-plus margin approach. The remaining consideration is allocated to the franchise right.

Advertising Revenue and Expenses

In accordance with the franchise agreement, franchisees pay a percentage of sales to advertising funds to be used for advertising, marketing, and other promotional purposes. These advertising expenses are included in the Funds' expenses on the consolidated statements of operations. Contributions from the franchisees to the advertising funds totaled $53,632,621 and $49,391,407 for the years ended December 31, 2023 and December 25, 2022, respectively. The Funds' expenses for the years ended December 31, 2023 and December 25, 2022 were $54,088,255 and $48,910,475, respectively. Contributions received from franchisees are segregated into separate bank accounts maintained by the Funds. Any excess amounts remaining in the Funds at the end of the year are used for marketing and promotions in the following year.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, all tax effects of the Company's income or loss are passed through to its members. Accordingly, no provision for federal or state income taxes has been made in the accompanying consolidated financial statements.

The Company accounts for uncertainty in income taxes using the provisions of FASB ASC 740, Income Taxes. Using that guidance, tax positions initially need to be recognized in the consolidated financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than 50% likely of being realized upon settlement.

As of December 31, 2023 and December 25, 2022, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the consolidated financial statements. Additionally, the Company had no interest and penalties related to income taxes.

Leases

The Company adopted Accounting Standards Codification (ASC) 842, Leases, effective December 27, 2021 and implemented the standard using the transition alternative approach.

The Company elected to utilize the three practical expedients permitted within the standard, which eliminates the requirement to reassess the conclusions about historical lease identifications, lease classifications, and initial direct costs. The Company did not elect the hindsight practical expedient, which permits the use of hindsight when determining lease terms and impairments of right-of-use assets. Additionally, the Company elected to utilize the short-term lease exception policy, which allows the Company to not apply the recognition requirements of this standard to leases with a term of 12 months or less.

ASC 842 establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the consolidated balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statements of operations.

In all leases, the Company defines the lease term as the noncancellable term of the lease plus any renewal options that are reasonably certain of exercise based on an assessment of economic factors. The noncancellable term commences on the date the lessor makes the underlying asset available to the lessee, irrespective of when lease payments begin.

The Company recognizes a ROU asset and lease liability at lease commencement, which are measured by discounting lease payments using the Company's incremental borrowing rate. The Company elected the practical expedient to use the risk-free rate as the discount rate. As such, the Company selects that risk-free rate that corresponds with the term of each lease.

A lease ROU asset is depreciated on a straight-line basis over the lease term. Interest on each lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Lease ROU assets are assessed for impairment in accordance with the long-lived asset impairment policy.

The Company reassesses lease classification and remeasures ROU assets and lease liabilities when a lease is modified, and that modification is not accounted for as a separate contract or upon certain other events that require reassessment in accordance with ASC 842. Maintenance and property tax expenses are accounted for on an accrual basis as variable lease costs.

Recently Adopted Accounting Standards

On December 26, 2022, the Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments – Credit Losses (Topic 326)*, along with related clarifications and improvements. This pronouncement requires companies to measure credit losses utilizing a methodology that reflects expected credit losses and requires a consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The Company adopted the standard using the modified retrospective approach as of the effective date and therefore, has not applied the standard to the comparative period presented in the consolidated financial statements. The modified-retrospective approach requires an entity to recognize a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which this guidance is effective. There was no material impact to the consolidated financial statements of operations, statements of changes in member's equity, and accordingly no cumulative adjustment was recognized.

Recently Issued Accounting Pronouncements

In March 2023, the FASB issued ASU 2023-01, Leases (Topic 842): Common Control Arrangement, which addresses the accounting by private companies for common control leases and leasehold improvements associated with such leases. Specifically, the new guidance includes the following provisions: (a) nonpublic entities can elect a practical expedient to use the written terms and conditions of their arrangements between entities under common control to determine whether a lease exists and, if so, to classify and account for that lease, rather than using legally enforceable terms and conditions as currently required and (b) all entities (public or nonpublic) will be required to amortize leasehold improvements associated with leases between entities under common control generally over the useful life of the leasehold improvements to the common control group, rather than over the shorter of the useful life of those leasehold improvements and the remaining lease term as currently required. The standard is effective for private companies for fiscal years beginning after December 15, 2023. Early adoption is permitted. The Company is currently analyzing the impact of the adoption of this new standard on its consolidated financial statements.

Subsequent Events

The Company has evaluated subsequent events for the period from January 1, 2024 through April 26, 2024, which is the date that the consolidated financial statements were available to be issued, for possible recognition or disclosure in the consolidated financial statements.

3 – Variable Interest Entities

The Company has various transactions as described below with affiliated entities that qualify as variable interest entities. The Company has elected to apply ASU 2018-17, Consolidation (Topic 810): *Targeted Improvements to Related Party Guidance for Variable Interest Entities* to opt out of applying the Variable Interest Entity (VIE) consolidation guidance to these common control arrangements. The Company meets all eligibility criteria for electing this private company election.

Loan and Advances to Affiliate

The Company has provided loans and advances to an affiliated entity through common ownership, Orlando Marcos, LLC (Orlando). Orlando did not operate any locations as of December 31, 2023, and operated seven Marco's Pizza locations as of December 25, 2022. The Company's involvement with Orlando began in 2015 when Orlando was created. Orlando is considered to be a variable interest entity because it was not able to obtain bank debt on its own and requires the support provided by the loans and advances from the Company. The Company determined that it is not the primary beneficiary of Orlando because it does not have the power through voting or similar rights to direct the operation of Orlando, which represents its most significant activity. The Company does not have an equity investment in Orlando. Orlando's total assets were approximately $101,376 and $2,661,096 as of December 31, 2023 and December 25, 2022, respectively.

Additionally, the Company has provided loans and advances to Orlando that totaled $0 and $1,207,066 as of December 31, 2023 and December 25, 2022, respectively.

The Company amended its loan and advances to Orlando on March 11, 2022, extending the term to December 2027. Under the amended agreement, principal payments of $33,560 plus variable interest based on the secured financing rate (SOFR) plus an applicable margin based on the leverage ratio are due quarterly. The loans and advances were made to provide financial support of Orlando's operations and represent primarily all of Orlando's total financing.

As of December 31, 2023 and December 25, 2022, the Company's maximum exposure to loss as a result of its involvement with Orlando is $0 and $1,207,067, respectively, which represents the net outstanding balance of the loans and advances. On December 5, 2022 Orlando Marcos, LLC (Orlando) sold one of its stores and sold all seven remaining stores in January 2023. Proceeds from the sale of the Orlando locations are being held by Marco's Pizza Holdings, LLC, with the intent to reinvest to build out new locations in the Boise, Idaho area.

Bank Guarantee

The Company and Orlando have guaranteed the bank debt of Marco's Pizza Holdings, LLC; MP Marks, LLC; and MP AR Resources, LLC. Future quarterly debt payments are expected to be paid in part from distributions from the Company to Marco's Pizza Holdings, LLC. The quarterly principal payments are dependent on the leverage ratio and could range from $699,375 to $1,398,750. Based on the leverage ratio at December 31, 2023 the principal payment would be $699,375 per quarter. In the event of a default by Marco's Pizza Holdings, LLC, MP Marks, LLC, and MP AR Resources, LLC, the Company and Orlando would be obligated to repay the full amount outstanding of these loans, with the liability of Orlando being limited to $3,000,000. As of December 31, 2023 and December 25, 2022, the maximum potential future obligations under this guarantee total $57,333,091 and $56,424,009, respectively, and are payable through 2027. In the event that payments are required under this guarantee, the Company and Orlando could seek to recover those amounts from Marco's Pizza Holdings, LLC, MP Marks, LLC, MP AR Resources, LLC and Boise Marco's, LLC; however, the Company and Orlando do not hold specific recourse or collateral rights in connection with the guarantee. As of December 31, 2023 and December 25, 2022, the Company is unaware of any circumstances that would require performance under this guarantee. Proceeds from the sale of Orlando locations are being held by Orlando Marcos, LLC with the intent to reinvest to build out new locations.

4 - Property and Equipment

Property and equipment are summarized as follows:

	2023	2022
Equipment and other	**$1,841,325**	$ 1,775,948
Capitalized software	**1,846,358**	1,791,195
Leasehold improvements	**885,480**	885,480
Total cost	**4,573,163**	4,452,623
Less accumulated depreciation	**3,524,690**	3,260,550
Net property and equipment	**$ 1,048,473**	$ 1,192,07

5 - Leases

The Company leases office space and copiers under various terms of operating leases which expire through the year 2024. The leases generally require the Company to pay property taxes, insurance, maintenance and other operating costs of the properties. In addition, the Company has elected the short-term lease practical expedient related to leases of various equipment used in the business.

Most leases include multiple optional renewal periods. Generally, the Company does not consider any additional renewal periods to be reasonably certain of being exercised, as comparable locations or equipment could generally be identified for comparable lease rates.

All leases include fixed rental payments. The Company has a number of leases in which the Company makes separate payments to the lessor based on the lessor's property and casualty insurance costs and the property taxes assessed on the property, as well as a portion of the common area maintenance associated with the property. The Company has elected the practical expedient not to separate lease and non-lease components for all leases.

During the years ended December 31, 2023 and December 25, 2022, the Company recognized rent expense, which is included in general and administrative expenses on the consolidated statements of operations, associated with leases as follows:

		2023	2022
Operating lease cost			
Fixed rent expense	**$**	**177,541** $	173,516
Short-term lease cost		**12,538**	113,438
Total lease cost	**$**	**190,079** $	286,954

During the years ended December 31, 2023 and December 25, 2022, the Company had the following cash and non-cash activities associated with leases:

		2023	2022
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	**$**	**175,523** $	175,523

The following is a schedule of future minimum non-cancellable rental payments required under operating leases with lease terms in excess of one year for each of the year subsequent to December 31, 2023:

Year ending		Total
2024	$	13,650
Total rent payments	$	13,650
Less effects of discounting		(2,051)
Lease liabilities recognized	$	11,599

As of December 31, 2023 and December 25, 2022, the weighted-average remaining lease term for all operating leases is 0.1 years and 1.1 years, respectively.

The Company elected the practical expedient to utilize the risk-free rate as the discount rate. The weighted average discount rate associated with operating leases as of December 31, 2023 and December 25, 2022 is 0.74%.

6 - Deferred Compensation

The Company has current and deferred compensation arrangements with certain key employees. Under these agreements, each individual receives current and deferred incentive compensation based on achievement of specific earnings before interest, taxes, depreciation, and amortization (EBITDA) performance targets and distribution targets, subject to certain vesting requirements. Deferred compensation expense was $4,262,479 and $2,459,337 for the years ended December 31, 2023 and December 25, 2022, respectively, and included within general and administrative expenses on the consolidated statements of operations. The present value of the deferred compensation future benefits to be paid of approximately $7,515,507 and $5,790,871 has been recorded as a liability at December 31, 2023 and December 25, 2022, respectively. The total amount paid under these current and deferred compensation agreements was approximately $2,537,843 and $2,409,250 during the years ended December 31, 2023 and December 25, 2022, respectively.

The current and deferred compensation arrangement are unfunded, and benefits will be paid from the assets of the Company.

The weighted-average discount rate was 16.5% and 15.8% at December 31, 2023 and December 25, 2022, respectively. The significant assumptions used in the calculation of the expense and liability related to this plan relate to retirement dates and future EBITDA amounts.

7 - Retirement Plan

The Company sponsors a 401(k) plan in which all employees who meet certain minimum requirements may elect to participate. The Company provides matching contributions up to 30 percent of the first 5 percent of employee contributions. Contributions to the plan totaled $185,476 and $160,221 for the years ended December 31, 2023 and December 25, 2022, respectively.

8 - Related Party Transactions

The following is a description of transactions between the Company and various related parties through common ownership:

Accounts Receivable

At December 31, 2023 and December 25, 2022, the Company had accounts receivable from affiliated companies related through common ownership totaling $289,198 and $1,418,994, respectively.

Accounts Payable

At December 31, 2023 and December 25, 2022, the Company had accounts payable to affiliated companies related through common ownership totaling $2,094,873 and $3,777,739, respectively.

Loans and Advances to Affiliates

The Company had unsecured notes receivable due from an affiliate related through common ownership of $0 and $23,910 at December 31, 2023 and December 25, 2022, respectively.

During 2023, the Company made an advance as a note receivable to MPH for $3,400,000, bearing a fixed annual interest rate of 5.38% and maturing December 2028. Additionally, the Company had

an unsecured note receivable from Orlando of $0 and $1,207,066 at December 31, 2023 and December 25, 2022, respectively.

Interest income on these notes was $79,276 and $50,158 during the years ended December 31, 2023 and December 25, 2022, respectively.

Revenue

During the years ended December 31, 2023 and December 25, 2022, the Company had revenue totaling approximately $2,718,204 and $3,084,373, respectively, for royalties and fees from affiliated entities.

Commissions

During the years ended December 31, 2023 and December 25, 2022, the Company paid commissions to affiliated entities of approximately $8,813,802 and $7,952,154, respectively.

9 – Contingencies

The Company is involved in legal proceedings arising from the normal course of business. In the opinion of management, any adverse outcome of the litigation will not have a material effect on the Company's consolidated financial statements. No loss contingencies were recorded at December 31, 2023 or December 25, 2022.

Marco's Franchising, LLC and Subsidiaries

(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Financial Statements

Years Ended December 25, 2022 and December 26, 2021

The report accompanying these financial statements was issued by

BDO USA, LLP, a Delaware limited liability partnership and the U.S. member of BDO International Limited, a UK company limited by guarantee.

Marco's Franchising, LLC and Subsidiaries

(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Financial Statements

Years Ended December 25, 2022 and

December 26, 2021

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Contents

Independent Auditor's Report	**3-4**
Consolidated Financial Statements	
Consolidated Balance Sheets	6-7
Consolidated Statements of Operations	8
Consolidated Statements of Changes in Member's Equity	9
Consolidated Statements of Cash Flows	10
Notes to Consolidated Financial Statements	11-22

Tel: 614-488-3126
Fax: 614-488-0095
www.bdo.com

300 Spruce Street, Suite 100
Columbus, OH 43215

Independent Auditor's Report

Board of Directors
Marco's Franchising, LLC and Subsidiaries
Toledo, Ohio

Opinion

We have audited the consolidated financial statements of Marco's Franchising, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 25, 2022 and December 26, 2021, and the related consolidated statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2022 and December 26, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits 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 the Company 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.

Emphasis of Matter - Recently Adopted Accounting Standards

As discussed in Notes 2 and 5 to the consolidated financial statements, the Company has changed its method for accounting for leases in 2022 due to the adoption of Financial Accounting Standard Board ("FASB") Accounting Standards Codification ("ASC") 842, Leases ("ASC 842"). Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated 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 consolidated 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.

BDO USA, LLP

City and State
April 28, 2023

Consolidated Financial Statements

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Balance Sheets

		December 25, 2022	December 26, 2021
Assets			
Current Assets			
Cash and cash equivalents	$	5,931,513	5,814,038
Cash, restricted - advertising and grand opening funds		5,480,532	5,735,177
Accounts receivable:			
Trade, net of allowance of $9,088 and $18,156, at December 25, 2022 and December 26, 2021, respectively		4,321,205	5,416,393
Affiliates		1,418,994	1,080,449
Other		25,619	6,080
Contract costs, current		700,000	735,790
Notes receivable, current		20,833	22,676
Loans and advances to affiliates, current		158,028	470,972
Prepaid expenses and other current assets		1,189,360	622,361
Total Current Assets		**19,246,084**	**19,903,936**
Property and Equipment, net		**1,192,073**	**1,332,228**
Operating Right-of-Use Lease Assets		**188,470**	**-**
Goodwill		**6,133,556**	**6,133,556**
Other Assets			
Investments		979,360	1,839,396
Contract costs, net of current portion		3,102,692	3,384,898
Notes receivable, net of current portion		126,417	19,120
Loans and advances to affiliates, net of current portion		1,072,948	915,429
Other assets		1,540,353	1,290,912
Total Other Assets		**6,821,770**	**7,449,755**
Total Assets	**$**	**33,581,953**	**34,819,475**

See accompanying notes to consolidated financial statements

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Balance Sheets

	December 25, 2022	December 26, 2021
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable:		
Trade	$ 6,768,021	$ 7,519,327
Affiliates	3,777,739	3,276,401
Contract liabilities, current:		
Deferred revenue	3,136,875	3,246,100
Other contract liabilities, gift cards	766,558	624,725
Current portion of license agreement payable	359,220	359,220
Grand opening restricted funds	1,005,985	1,382,621
Operating lease liabilities	188,470	-
Accrued compensation	2,144,132	2,954,240
Other accrued liabilities	664,229	8,400
Total Current Liabilities	**18,811,229**	**19,371,034**
Deferred compensation	5,790,871	5,148,162
Long-term contract liabilities, deferred revenue	3,189,889	3,401,380
License agreement payable, net of current portion	712,144	1,071,363
Total Liabilities	**28,504,133**	**28,991,939**
Member's Equity	**5,077,820**	**5,827,536**
Total Liabilities and Member's Equity	**$ 33,581,953**	**$ 34,819,475**

See accompanying notes to consolidated financial statements

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Statements of Operations

Year Ended	December 25, 2022	December 26, 2021
Revenues		
Royalties	$ 47,023,395	$ 47,023,395
Franchise and development fees	2,524,195	2,639,335
Trademark fees and other revenue	5,482,773	4,335,127
Advertising fund contributions	49,391,407	44,755,335
Total Revenues	**104,421,770**	**95,227,045**
Expenses		
Commissions	20,823,952	19,158,219
Depreciation and amortization	551,936	598,177
General and administrative expenses	22,604,203	22,819,542
Advertising fund expenses	48,910,475	43,129,938
Total Expenses	**92,890,566**	**85,705,876**
Operating Income	**11,531,204**	**9,521,169**
Non-Operating Income (Expense)		
Interest income, affiliated	50,158	42,052
Interest expense	(60,384)	(37,146)
Equity in net earnings of unconsolidated investees	554,309	533,718
Other income	472,028	455,935
Total Non-Operating Income	**1,016,111**	**994,559**
Net Income	**$ 12,547,315**	**$ 10,515,728**

See accompanying notes to consolidated financial statements

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Statements of Changes in Member's Equity

Balance, December 27, 2020	$	6,497,468
Net income		10,515,728
Distributions		(11,185,660)
Balance – December 26, 2021		5,827,536
Net income		12,547,315
Distributions		(13,297,031)
Balance, December 25, 2022	$	5,077,820

See accompanying notes to consolidated financial statements

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Marco's Franchising, LLC and Subsidiaries
(a wholly owned subsidiary of Marco's Pizza Holdings, LLC)

Consolidated Statement of Cash Flows

Year Ended	December 25, 2022	December 26, 2021
Cash Flows provided by Operating Activities		
Net income	**$ 12,547,**	**$ 10,515,**
Adjustments to reconcile net income to net cash, cash equivalents, and restricted cash provided by operating activities:		
Depreciation and amortization	601,647	643,506
Deferred compensation expense	642,710	2,415,662
Equity in net earnings of unconsolidated investee	(554,309)	(533,718)
Changes in operating assets and liabilities:		
equivalents, and restricted cash:		
Accounts receivable, trade	1,095,188	(758,575)
Accounts receivable, affiliates	(338,545)	(494,613)
Accounts receivable, other	(19,539)	18,503
Contract costs	317,996	(149,402)
Prepaid expenses	(566,999)	(108,128)
Other assets	(559,465)	(15,417)
Accounts payable, trade	(751,306)	549,170
Accounts payable, affiliates	501,338	(104,930)
Contract liabilities, deferred revenue	(320,716)	(452,790)
Contract liabilities, gift cards	141,833	216,003
Grand opening restricted funds	(376,636)	716,773
Accrued compensation	(810,108)	289,267
Other accrued liabilities	655,829	(92,905)
Net Cash, Cash Equivalents, and Restricted Cash Provided by Operating Activities	12,206,233	12,654,134
Net Cash Flows from Investing Activities		
Purchase of property and equipment	(151,468)	(240,534)
Distributions from equity method investee	1,414,345	476,875
Payments received on notes receivable	31,366	13,347
Issuance of notes receivable	(136,820)	(31,009)
Payments received on loans to affiliates	155,425	468,274
Net Cash, Cash Equivalents, and Restricted Cash Provided by Investing Activities	**1,312,848**	**686,953**
Net Cash Flows for Financing Activities		
Payments on license agreement payable	(359,220)	(359,220)
Distributions to member	(13,297,031)	(11,185,660)
Net Cash, Cash Equivalents, and Restricted Cash Used in Financing Activities	**(13,656,251)**	**(11,544,880)**

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Year Ended	December 25, 2022	December 26, 2021
Net (Decrease) Increase in Cash, Cash Equivalents, and Restricted Cash	**(137,170)**	**1,796,207**
Cash, Cash Equivalents, and Restricted Cash - Beginning of year	**11,549,215**	**9,753,008**
Cash, Cash Equivalents, and Restricted Cash - End of year	**$ 11,412,**	**$ 11,549,**
Reconciliation of cash, cash equivalents, and restricted cash reported in the statement of consolidated balance sheets		
Cash and cash equivalents	$ 5,931	$ 5,814
Cash - restricted - advertising and grand opening funds	5,480,532	5,735,177
Total Cash, Cash Equivalents, and Restricted Cash	**$ 11,412,**	**$ 11,549,**
Supplemental Disclosures of Cash Flow Information		
Cash paid for interest	$ 60	$
Non-cash investing and financing activities:		
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 361	$

See accompanying notes to consolidated financial statements

1 - Nature of Business

Marco's Franchising, LLC (referred to along with its subsidiaries as the Company or Marco's) is an Ohio limited liability company formed in 2003 for the primary purpose of franchising Marco's Pizza restaurants both in the United States and internationally. The Company is a wholly owned subsidiary of Marco's Pizza Holdings, LLC (MPH).

Marco's Assurance, LLC (Assurance), a wholly owned subsidiary of Marco's Franchising, LLC, was formed in 2009 for the purpose of providing limited guarantees to lenders to assist in obtaining financing for our franchisees.

In 2019, Marco's Advertising Funds, Inc. and Marco's National Advertising Fund, Inc. (collectively, the Funds) were formed and are wholly owned subsidiaries of Marco's Franchising, LLC. The advertising funds are included in the consolidated financial statements.

The Company is the franchisor of pizza restaurants located in 34 states throughout the United States, as well as in Puerto Rico and the Bahamas.

As of December 25, 2022 and December 26, 2021, the Company had 1,129 and 1,059, respectively, systemwide restaurants, which include 44 and 45 franchisees owned by affiliated entities. A schedule of franchisee owned restaurants in operation for each year is as follows:

	2022	2021
Restaurants in operation at beginning of year	1,059	1,003
Restaurants opened	89	73
Restaurants closed	(19)	(17)
Restaurants in operation at end of the year	1,129	1,059

2 - Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and the Funds. All material intercompany accounts and transactions have been eliminated in consolidation.

Basis of Presentation

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

The accompanying consolidated financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America (GAAP).

Reporting Period

The Company's fiscal year is based on a 52 or 53-week fiscal year that ends on the last Sunday in December. The years ended December 25, 2022 (2022) and December 26, 2021 (2021) contained 52-weeks.

Use of Estimates

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with GAAP. Those estimates and assumptions affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities and the reported amounts of revenue and expenses. Actual results could vary from the estimates used.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and restricted cash. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At December 25, 2022 and December 26, 2021, the Company had $10,351,822 and $10,496,192 in excess of the FDIC insured limit.

Subsequent to year end, the Company entered into a nightly sweep account on March 15, 2023 that provides additional FDIC protection to the company. The Chicago Trust Company will deposit nightly over a set of 15 banks at $250,000 FDIC limits to provide up to $3,750,000 per individual account.

Cash and Cash Equivalents

Cash and cash equivalents consist of short-term highly liquid investments with an original maturity of three months or less.

Restricted Cash - Advertising and Grand Opening Funds

Cash held by the advertising funds is maintained in separate accounts, and expenditures are restricted to advertising and grand opening costs. Total funds maintained in separate accounts were $5,480,532 and $5,735,177 at December 25,

2022 and December 26, 2021, respectively. These balances are included in cash - restricted on the 2022 and 2021 consolidated balance sheets.

Accounts Receivable, Trade

The Company's receivables primarily consist of amounts due from franchisees related to the initial franchise fees, royalty fees and brand development fees, receivables for vendor rebates, and other miscellaneous receivables. Accounts receivables are stated at the net amount the Company expects to collect. The Company maintains an allowance for doubtful accounts for estimated losses that may arise if its franchisees are unable to make required payments under franchise and other agreements. In assessing the collectability of receivables, management analyzes past payment trends, the age of franchise balances, historical losses and analysis of existing economic conditions where relevant.

Loans and Advances to Affiliates

The Company monitors loans and advances to affiliates for delinquency and provides for estimated losses for specific balances that are not likely to be collected. All loans and advances to affiliates are considered collectible for the years ended December 25, 2022 and December 26, 2021.

Investments

Investments in unconsolidated subsidiaries, joint ventures, and other investees in which the Company has an interest of 20 to 50 percent and can exercise significant influence are accounted for using the equity method. Under the equity method, the investment is carried at cost, adjusted for the Company's proportionate share of undistributed earnings or losses. Impairment losses due to a decline in the value of the investment that is other than temporary are recognized when incurred. During 2019, the Company purchased a 21.875 percent investment in Marco's Franchise Services, LLC (MFS) for approximately $1,661,000, accounted for using the equity method. MFS shares common ownership with the Company. No impairment losses were recognized for 2022 and 2021.

Property and Equipment

Property and equipment are recorded at cost and depreciated using the straight-line method over the following estimated useful lives:

	Depreciable

	Life - Years
Equipment and other	3-10
Capitalized software	3-5
Leasehold improvements	10*

*Amortized over the lesser of the life of the lease or the life of the asset.

Depreciation expense for years ended December 25, 2022 and December 26, 2021 was $291,623 and $267,520, respectively, inclusive of depreciation expense of $49,711 and $45,329 included in Advertising Fund Expenses on the consolidated statements of operations for the years ended December 25, 2022 and December 26, 2021, respectively. Costs of maintenance and repairs are charged to expense as incurred.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the identifiable net assets acquired in connection with business acquisitions. Goodwill has an indefinite life and is not amortized but is reviewed at least annually for impairment or whenever circumstances indicate the carrying amount of the asset may be impaired. The Company evaluated the carrying value of goodwill as of December 25, 2022 and December 26, 2021 and believes that its carrying value does not exceed the fair value.

Long-Lived Assets, including Intangible Assets

Acquired intangible assets are subject to amortization, stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets, or 7 – 10 years.

The Company evaluates the carrying value of long-lived assets, including intangible assets, and property and equipment, whenever events or changes in circumstances indicate the carrying value of the assets may not be recoverable. Estimated future undiscounted cash flows from an asset group are used to measure whether the assets are recoverable.

Impairment, if any, is recorded based on the excess of the asset's carrying value over fair value. Fair value is determined primarily using present value techniques based on projected cash flows from the asset group. The Company did not identify any events or circumstances during the years ended December 25, 2022 and December 26, 2021 that would indicate that the fair value of the intangible assets and property and equipment is more likely than not less than the carrying value of the intangible assets and property and equipment and did not perform any further impairment testing. No

impairment charges were recorded during the years ended December 25, 2022 and December 26, 2021.

License Agreement Payable

The Company is financing a non-cancelable personnel development license agreement for use of certain leadership and culture tools for its employees. The financing obligation is payable in quarterly payments of $89,805 through December 31, 2025. The balance of the obligation was $1,071,364 and $1,430,583 as of December 25, 2022 and December 26, 2021, respectively. The costs of the agreements are recognized over the life of the corresponding agreement, and the unrecognized costs of these agreements are recorded in other assets of $930,056 and $1,240,080 as of December 25, 2022 and December 26, 2021, respectively.

Revenue Recognition

The Company's revenue mainly consists of franchise and development fees, royalties, trademark fees, and advertising fund contributions. The Company sells individual franchisees the right to operate a Marco's location within a defined territory using the franchise name. The initial term of franchise agreements is typically 10 years, with an option to renew for a fee or transfer the franchise agreement to a new or existing franchisee, at which point a transfer fee is typically paid. In addition, franchisees contribute to advertising funds based on a percentage of sales used for advertising, marketing, and other promotional purposes.

The Company has obligations to provide franchisees with the franchise rights to operate a Marco's store, training, and site selection, as well as provide technology and advertising for which fees are charged. The Company has concluded that management training is a separate performance obligation due to the nature of the training being nonbrand specific and capable of being used by trainees in other businesses. The Company has also concluded that site selection is a separate performance obligation due to the ability to sell the site selection services as separate services. The remaining services represent a single performance obligation, the franchise right. Therefore, initial franchise fees for each agreement are allocated to the management training, site selection, and franchise right for each individual franchise. The management training and site selection revenue is recognized at the time these respective obligations are satisfied. The franchise right revenue is recognized over the term of the respective franchise agreement beginning on the date the franchise agreement was signed. Renewal fees are recognized over the renewal term for the respective franchise from the start of the renewal period. Transfer fees are recognized at the time of the transfer.

Income for royalties and advertising fees is recognized over the term of the respective franchise agreement as the underlying sales occur. Income for trademark fees is recognized over time based on the underlying sales.

The Company has a separate performance obligation under its grand opening program to provide a customized initial marketing plan for franchisees and act as an agent to arrange for third parties to transfer goods or services.

The Company maintains a grand opening fund for certain franchisees. Fees collected by the grand opening fund constitute agency transactions. The related fees are accounted for on a net basis, and a liability of $1,005,985 and $1,382,621 at December 25, 2022 and December 26, 2021, respectively, is recorded as grand opening restricted funds on the consolidated balance sheet.

The Company sells gift cards in company- and franchise-owned restaurants. The Company does not charge administrative fees on unused gift card balances, and the gift cards have no expiration date. Gift card sales are recorded as a contract liability when sold, and the liability is relieved in proportion to the pattern of redemption exercised by customers. Stores recognize revenue when gift cards are redeemed. Revenue is recognized on unredeemed gift cards (breakage) based on historical customer usage patterns in accordance with escheatment laws. For fiscal years 2022 and 2021, the Company recorded breakage of an immaterial amount.

Payment Terms

Initial franchise, renewal, and transfer fees are due and typically paid when a franchise agreement is entered into and are nonrefundable. Franchise fees are collected prior to the satisfaction of the Company's performance obligation, resulting in the Company recognizing deferred revenue contract liabilities. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheet.

Royalties and advertising fees are paid on a weekly basis, based upon a percentage of franchisee gross sales.

Grand opening fees are paid when a franchise agreement is entered into and are refundable.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to operate a store. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and advertising fees, as the transaction price is based on the franchisee's sales. The variable consideration is recognized based on the actual amounts incurred each period.

The initial franchise fee is fixed and allocated among three separately identified performance obligations. The Company allocates consideration to the management training program based on the observable stand-alone selling price of the training charged when additional management training program participation is requested by the franchisees. The Company allocates consideration to the site selection based on the observable stand-alone selling price, which approximates the fair value of the service using the cost-plus margin approach. The remaining consideration is allocated to the franchise right.

Contract Costs to Obtain a Franchise Agreement

The Company occasionally incurs commission expenses paid to third parties under agreements that license the third parties to solicit, screen, and evaluate prospective franchisees and to service franchisees' operating stores. The commissions on franchise and development fees are capitalized as contract costs and expensed over the term of the franchise agreement. Commissions on royalties are expensed over the term of the franchise agreement as the underlying sales occur. In 2022 and 2021, the amounts expensed related to costs to obtain a franchise agreement were approximately $972,293 and $887,400, respectively.

Advertising Revenue and Expenses

In accordance with the franchise agreement, franchisees pay a percentage of sales to advertising funds to be used for advertising, marketing, and other promotional purposes. These advertising expenses are included in the Funds' expenses on the consolidated statements of operations. Contributions from the franchisees to the

advertising funds totaled $49,391,407 and $44,755,335 for the years ended December 25, 2022 and December 26, 2021, respectively. The Funds' expenses for the years ended December 25, 2022 and December 26, 2021 were $48,910,475 and $43,129,938, respectively. Contributions received from franchisees are segregated into separate bank accounts maintained by the Funds. Any excess amounts remaining in the Funds at the end of the year are used for marketing and promotions in the following year.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, all tax effects of the Company's income or loss are passed through to its members. Accordingly, no provision for federal or state income taxes has been made in the accompanying consolidated financial statements.

Recently Adopted Accounting Pronouncements

Leases

The Company adopted Accounting Standards Codification (ASC) 842, Leases, effective December 27, 2021 and implemented the standard using the transition alternative approach.

The Company elected to utilize the three practical expedients permitted within the standard, which eliminates the requirement to reassess the conclusions about historical lease identifications, lease classifications, and initial direct costs. The Company did not elect the hindsight practical expedient, which permits the use of hindsight when determining lease terms and impairments of right-of-use assets. Additionally, the Company elected to utilize the short-term lease exception policy, which allows the Company to not apply the recognition requirements of this standard to leases with a term of 12 months or less.

The new standard establishes a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the consolidated balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statements of operations.

In all leases, the Company defines the lease term as the noncancellable term of the lease plus any renewal options that are reasonably certain of exercise based on an assessment of economic factors. The noncancellable term commences on the date the lessor makes the underlying asset available to the lessee, irrespective of when lease payments begin.

The Company recognizes a ROU asset and lease liability at lease commencement, which are measured by discounting lease payments using the Company's incremental borrowing rate. The Company elected the practical expedient to use the risk-free rate as the discount rate. As such, the Company selects that risk-free rate that corresponds with the term of each lease.

Upon adoption, the Company recognized operating lease liabilities of $361,987 based on the present value of the remaining minimum rental payments, with corresponding ROU assets of $361,987.

A lease ROU asset is depreciated on a straight-line basis over the lease term. Interest on each lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Lease ROU assets are assessed for impairment in accordance with the long-lived asset impairment policy.

The Company reassesses lease classification and remeasures ROU assets and lease liabilities when a lease is modified, and that modification is not accounted for as a separate contract or upon certain other events that require reassessment in accordance with ASC 842. Maintenance and property tax expenses are accounted for on an accrual basis as variable lease costs.

Upcoming Accounting Pronouncement

In June 2016, the FASB issued ASC 326, Financial Instruments – Credit Losses, which (i) significantly changes the impairment model for most financial assets that are measured at amortized cost and certain other instruments from an incurred loss model to an expected loss model which will be based on an estimate of current expected credit loss ("CECL"); and (ii) provides targeted improvements on evaluating impairment and recording credit losses on available-for-sale (AFS) debt securities through an allowance account. The standard is effective for private companies for fiscal years beginning after December 15, 2022. The Company is currently analyzing the impact of the pending adoption of this new standard on its consolidated financial statements.

Subsequent Events

The Company has evaluated subsequent events for the period from December 25, 2022, the date of these financial statements, through April 28, 2023, which is the date that the consolidated financial statements were available to be issued, for possible recognition or disclosure in the consolidated financial statements.

3 – Variable Interest Entities

The Company has various transactions as described below with affiliated entities that qualify as variable interest entities. The Company has elected to apply ASU 2018-17, Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities to opt out of applying the Variable Interest Entity (VIE) consolidation guidance to these common control arrangements. The Company meets all eligibility criteria for electing this private company election.

Loan and Advances to Affiliate

The Company has provided loans and advances to an affiliated entity through common ownership, Orlando Marcos, LLC (Orlando). Orlando operated seven and eight Marco's Pizza locations as of December 25, 2022 and December 26, 2021, respectively. The Company's involvement with Orlando began in 2015 when Orlando was created. Orlando is considered to be a variable interest entity because it was not able to obtain bank debt on its own and requires the support provided by the loans and advances from the Company. The Company determined that it is not the primary beneficiary of Orlando because it does not have the power through voting or similar rights to direct the operation of Orlando, which represents its most significant activity. The Company does not have an equity investment in Orlando. Orlando's total assets were approximately $2,661,096 and $1,993,000 as of December 25, 2022 and December 26, 2021, respectively.

Additionally, the Company has provided loans and advances to Orlando that totaled $1,207,066 and $1,341,186 as of December 25, 2022 and December 26, 2021, respectively.

The Company amended its loan and advances to Orlando on March 11, 2022, extending the term to December 2027. Under the amended agreement, principal payments of $33,560 plus variable interest based on the secured financing rate (SOFR) plus an applicable margin based on the leverage ratio are due quarterly. The loans and advances were made to provide financial support of Orlando's operations and represent primarily all of Orlando's total financing.

As of December 25, 2022 and December 26, 2021, the Company's maximum exposure to loss as a result of its involvement with Orlando is $1,207,067 and $1,461,715, respectively, which represents the net outstanding balance of the loans and advances, accounts payable, and guarantee. Orlando operated seven and eight Marco's Pizza locations as of December 25, 2022 and December 26, 2021, respectively. On December 5, 2022 Orlando Marcos, LLC (Orlando) has sold one of its stores and sold all seven remaining in January 2023. Proceeds from the sale of the

Orlando locations are being held by Orlando Marco's LLC with the intent to reinvest to build out new locations. Orlando's loan is guaranteed by MP Marks, LLC (an affiliated entity through common ownership).

Bank Guarantee

The Company and Orlando have guaranteed the bank debt of Marco's Pizza Holdings, LLC; MP Marks, LLC; and MP AR Resources, LLC. Future quarterly debt payments are expected to be paid in part from distributions from the Company to Marco's Pizza Holdings, LLC. The quarterly principle payments are dependent on the leverage ratio and could range from $699,375 to $1,398,750. Based on the leverage ratio at December 25, 2022 the principal payment would be $699,375 per quarter. In the event of a default by Marco's Pizza Holdings, LLC, MP Marks, LLC, and MP AR Resources, LLC, the Company and Orlando would be obligated to repay the full amount outstanding of these loans, with the liability of Orlando being limited to $3,000,000. As of December 25, 2022 and December 26, 2021, the maximum potential future obligations under this guarantee total $57,562,667 and $30,044,988, respectively, and are payable through 2027. In the event that payments are required under this guarantee, the Company and Orlando could seek to recover those amounts from Marco's Pizza Holdings, LLC and MP Marks, LLC; however, the Company and Orlando do not hold specific recourse or collateral rights in connection with the guarantee. As of December 25, 2022 and December 26, 2021, the Company is unaware of any circumstances that would require performance under this guarantee. Proceeds from the sale of Orlando locations are being held by Orlando Marcos, LLC with the intent to reinvest to build out new locations.

4 - Property and Equipment

Property and equipment are summarized as follows: 2022 2021

	2022	2021
Equipment and other	$ 1,775,948	$ 1,663,079
Capitalized software	1,791,195	1,775,985
Leasehold improvements	885,480	870,663
Total cost	4,452,623	4,309,727
Less accumulated depreciation	3,260,550	2,977,499
Net property and equipment	$ 1,192,073	$ 1,332,228

5 - Leases

The Company leases office space and copiers under various terms of operating leases which expire through the year 2023. The leases generally require the Company to pay property taxes, insurance, maintenance and other operating costs of the properties. In addition, the Company has elected the short-term lease practical expedient related to leases of various equipment used in the business.

Most leases include multiple optional renewal periods. Generally, the Company does not consider any additional renewal periods to be reasonably certain of being exercised, as comparable locations or equipment could generally be identified for comparable lease rates.

All leases include fixed rental payments. The Company has a number of leases in which the Company makes separate payments to the lessor based on the lessor's property and casualty insurance costs and the property taxes assessed on the property, as well as a portion of the common area maintenance associated with the property. The Company has elected the practical expedient not to separate lease and non-lease components for all leases.

During the period ended December 25, 2022, the Company recognized rent expense, which is included in general and administrative expenses on the consolidated statements of operations, associated with leases as follows:

		2022
Operating lease cost		
Fixed rent expense	$	173,516
Short-term lease cost		113,438
Total lease cost	$	286,954

Rent expense was $231,569 for the year ended December 26, 2021.

During the period ended December 25, 2022, the Company had the following cash and non-cash activities associated with leases:

		2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$	175,523

The following is a schedule of future minimum non-cancellable rental payments required under operating leases with lease terms in excess of one year for each of the year subsequent to December 25, 2022:

Year Ending		Total
2023	$	189,173
Total rent payments	$	189,173
Less effects of discounting		(703)
Lease liabilities recognized	$	188,470

As of December 25, 2022, the weighted-average remaining lease term for all operating leases is 1.1 years.

The Company elected the practical expedient to utilize the risk-free rate as the discount rate. The weighted average discount rate associated with operating leases as of December 25, 2022, is 0.74%.

6 - Deferred Compensation

The Company has current and deferred compensation arrangements with certain key employees. Under these agreements, each individual receives current and deferred incentive compensation based on achievement of specific earnings before interest, taxes, depreciation, and amortization (EBITDA) performance targets and distribution targets, subject to certain vesting requirements. Current and deferred compensation expense was approximately $2,459,337 and $2,408,199 for the years ended December 25, 2022 and December 26, 2021, respectively and included within general and administrative expenses on the consolidated statements of operations. The present value of the deferred compensation future benefits to be paid of approximately $5,790,871 and $5,148,000 has been recorded as a liability at December 25, 2022 and December 26, 2021, respectively. The total amount paid under these current and deferred compensation agreements was approximately $2,409,250 and $2,424,895 during the years ended December 25, 2022 and December 26, 2021, respectively.

The current and deferred compensation arrangement are unfunded, and benefits will be paid from the assets of the Company.

The weighted-average discount rate was 15.8% and 15.4% at December 25, 2022 and December 26, 2021, respectively. The significant assumptions used in the calculation of the expense and liability related to this plan relate to retirement dates and future EBITDA amounts.

7 - Retirement Plan

The Company sponsors a 401(k) plan in which all employees who meet certain minimum requirements may elect to participate. The Company provides matching contributions up to 30 percent of the first 5 percent of employee contributions. Contributions to the plan totaled $160,221 and $116,759 for the years ended December 25, 2022 and December 26, 2021, respectively.

8 - Related Party Transactions

The following is a description of transactions between the Company and various related parties through common ownership:

Accounts Receivable

At December 25, 2022 and December 26, 2021, the Company had accounts receivable from affiliated companies related through common ownership totaling $1,418,993 and $1,080,449, respectively.

Accounts Payable

At December 25, 2022 and December 26, 2021, the Company had accounts payable to affiliated companies related through common ownership totaling $3,777,737 and $3,276,401, respectively.

Loans and Advances to Affiliates

The Company had unsecured notes receivable due from an affiliate related through common ownership of $23,910 and $45,215 at December 25, 2022 and December 26, 2021, respectively. Additionally, the Company had an unsecured note receivable from Orlando of $1,207,066 and $1,341,186 at December 25, 2022 and December 26, 2021, respectively. Interest income on these notes was $50,158 and $42,052 during the years ended December 25, 2022 and December 26, 2021, respectively.

Revenue

During the years ended December 25, 2022 and December 26, 2021, the Company had revenue totaling approximately $3,084,373 and $2,999,895, respectively, for royalties and fees from affiliated entities.

Commissions

During the years ended December 25, 2022 and December 26, 2021, the Company paid commissions to affiliated entities of approximately $7,952,154 and $7,092,067, respectively.

9 – Contingencies

The Company is involved in legal proceedings arising from the normal course of business. In the opinion of management, any adverse outcome of the litigation will not have a material effect on the Company's consolidated financial statements. No loss contingencies were recorded at December 25, 2022 or December 26, 2021.

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT

FORM OF DEVELOPMENT AGREEMENT

MARCO'S FRANCHISING, LLC

DEVELOPMENT AGREEMENT

Summary

Effective Date: _____

Developer: _____

Business Entity: __ Corporation __ Limited Liability Company __ Other (specify _____), organized and domiciled under the laws of the State of _____.

List of Persons with 5% or more interest in the Developer Entity

(see definition of List of Owners for Developer Entity) (each, a "Principal Owner"):

Name:	**% Interest**:	**Name**:	**% Interest**:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contact Person: _____ **Title**: _____

Developer Contact Info:

_____

_____

City State Zip

Office: _____

Cell: _____

Email: _____

Franchisor Address:

Marco's Franchising, LLC
Attention: ~~General~~Chief Legal Counsel
5252 Monroe St., 2nd Floor
Toledo, OH 43623
(419) 885-7000

Term: Earlier of:

(20) (i) Date on which the last Store to be developed opens for business; or

(ii) Last date identified in the Development Schedule

___ Number of Stores for Development: _____

___ Development Area: _____

___ Other Description or Map: _____

Development Schedule	
By (Date)	Cumulative Total Number of Stores which Developer Shall Have Open and in Operation

FEES:

___ Development Fee: $ _____

___ Waived upon Payment of Initial Franchise Fees under 2025 Royalty Incentive Program

___ Transfer Fee: $ _____

State Addendums

___ Not Applicable

___ California

___ Illinois

___ Indiana

___ Maryland

___ Minnesota

___ New York

___ North Dakota

___ South Dakota

___ Washington

___ Wisconsin

Exhibits to the Area Development Agreement

Exhibit A: Guarantee

Exhibit B: Form of Franchise Agreement

Exhibit C: Sample Non-Disclosure and Non-Competition Agreement

Exhibit D: Property Interest Consent and Waiver

Exhibit E: 2025 Royalty Incentive Amendment

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

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

FRANCHISOR:	DEVELOPER:
Marco's Franchising, LLC	
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

RECITALS:

WHEREAS, Franchisor has developed, owns and operates through its Affiliates, and franchises Marco's Pizza Stores, which feature a select menu of pizza, sandwiches, salads, chicken wings, soft drinks, CheezyBread and such other menu items as Franchisor may authorize from time to time, utilizing carry-out, delivery, dine-in and catering services using our System, defined below;

WHEREAS, Developer wishes to obtain certain rights to develop "Marco's Pizza" Stores within the Development Area specified in this Agreement and according to the Development Schedule specified in this Agreement; and Developer and Franchisor wish to enter into this Agreement in order to reflect the understandings and agreements that they have reached with respect to the foregoing points and the other matters that are addressed herein.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. GRANT

1.1 Franchisor hereby grants to Developer the right (and Developer hereby accepts the obligation), pursuant to the terms and conditions of this Agreement, to

develop the number of Stores described on the Summary Page. In this regard, the parties further agree that:

1.1.1 The Stores shall be developed by Developer pursuant to the development schedule set forth as described on the Summary Page (the "Development Schedule").

1.1.2 Each Store shall be developed under this Agreement and operated pursuant to a separate Marco's Franchising, LLC Franchise Agreement (a "Franchise Agreement") that shall be executed as provided in Section 3.1 below. **Each Store developed hereunder shall be located in the area described on the Summary Page (the "Development Area"); however, the parties hereto expressly acknowledge and agree that the Development Area shall not include any toll road or interstate highway, or any Special Venues.**

1.1.3 Each Store for which a development right is granted hereunder shall be established and operated pursuant to a separate Franchise Agreement to be entered into between Developer and Franchisor in accordance with Section 3.1 hereof.

1.2 If Developer is in compliance with its obligations under this Agreement and all of the Franchise Agreements between Developer (including any affiliate of Developer) and Franchisor, then Franchisor shall not establish, nor license anyone other than Developer to establish, a Store in the Development Area until the expiration of the Term, except as otherwise provided under Sections 1.3 and 1.4 below.

1.3 Except as otherwise specifically provided under Section 1.2 above, Franchisor retains all other rights, and therefore Franchisor shall have the right (among others) on any terms and conditions Franchisor deems advisable, and without granting Developer any rights therein, to:

1.3.1 operate, and license others to operate, Stores at any location outside the Development Area notwithstanding their proximity to the Development Area or any Store operated by Developer.

1.3.2 operate, and license others to operate, Stores and other food service businesses within any Special Venue inside and outside of the Development Area;

1.3.3 operate, and license others to operate, restaurants and other food service businesses that are not operated under the System and that do not use the Marks, even if those businesses offer or sell products that are the same as or similar to the Products offered at Marco's Pizza Stores, whether those businesses are located inside or outside the Development Area;

1.3.4 acquire and then operate any business of any kind, whether located inside or outside the Development Area, regardless of whether such

businesses are converted to operate using any of the Marks or any elements of the System or whether such businesses operate under other trademarks, service marks or trade dress and/or other operating systems;

1.3.5 sell and distribute (or license others the right to sell and distribute) directly or indirectly, any Products or proprietary items, as well as products identified by other trademarks, through retail and wholesale channels of distribution, including through supermarkets and convenience stores and through online sales, and to any account at any location;

1.3.6 enter into arrangements and grant others the right to enter into arrangements with, and to offer and sell menu items to, third-party delivery service providers, such as GRUBHUB and UBER EATS. These third-party service providers may service their own customers, wherever located, including in the Development Area; and/or

1.3.7 operate, and license others to operate, Stores at any location within the Development Area after Developer has secured a lease for the last site required under this Agreement (subject to all applicable limitations provided in the Stores' respective franchise agreements). Developer acknowledges and agrees that the Development Area does not grant or establish any exclusivity for Developer of any nature whatsoever, other than for the development of Stores as required under this Agreement, and that upon expiration of the Term of this Agreement or earlier termination (whichever occurs first), all such exclusivity to the Development Area shall fully and finally terminate.

1.4 In addition to the rights retained by Franchisor, as described in Section 1.3 above, Developer acknowledges and agrees that Franchisor shall not prohibit other "Marco's Pizza" Stores (whether owned or franchised by Franchisor) from providing delivery or catering service to customers at any location, whether within or outside the Development Area.

1.5 This Agreement is not a franchise agreement, and does not grant to Developer any right to use in any manner the Marks or System. Developer shall have no right under this Agreement to license others to use in any manner the Marks or System, and any such rights will be granted only under, and subject to the terms of a Franchise Agreement.

1.6 **List of Owners for Developer Entity**. The person or persons, or legal entity that signs the Agreement as Developer with beneficial interest of five percent (5%) or greater of the equity as defined in the Developer Summary of this Agreement.

2. DEVELOPMENT FEE

2.1 In consideration of the development rights granted herein, Developer shall pay to Franchisor a development fee as described in the Franchise Summary (the "Development Fee"), to be paid to Franchisor on or before the date of this Agreement.

2.2 If Developer is in compliance with its obligations under this Agreement, then upon execution of each Franchise Agreement, Franchisor shall credit to Developer the sum of Five Thousand Dollars ($5,000) toward the initial franchise fee payable under said Franchise Agreement with respect to each Store that Developer is required to open under this Agreement; provided that in no circumstances will Franchisor grant credits in excess of the total Development Fee that Developer has actually paid to Franchisor.

2.3 The Development Fee shall be fully earned when received by Franchisor and is non-refundable in consideration of administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted Developer herein.

3. DEVELOPMENT OBLIGATIONS

3.1 Before developing each Store required under the Development Schedule, Developer must meet all of the following requirements:

3.1.1 Developer must be in "Good Standing", which means that you and all of your Principal Owners (if you are a business entity):

(i) are not in default of any provision of this Agreement, or any other agreement with us or with any of our affiliates;

(ii) have satisfied all monetary obligations owed to us, our affiliates, and any suppliers to whom non-payment would be likely to negatively impact the brand (for example: landlords, lenders or government authorities), and have not been notified on or more than (a) 2 occasions in the past 1 year, (b) 3 occasions in the past 2 years, or (c) 4 occasions during the Term, that you are "past due" on sums of money owed to any of the foregoing entities, whether or not such default was ultimately cured;

(iii) have not been notified, in writing, on or more than (a) 2 occasions in the past 1 year, (b) 3 occasions in the past 2 years, or (c) 4 occasions during the Term, that you are in default or otherwise not in compliance with any provision of the Agreement, whether or not such default was ultimately cured; and

(iv) are in Good Standing under the franchise agreement for any Store that you (or an affiliate) operates.

3.1.2 Developer must meet all of Franchisor's then-current financial and operational qualifications for a multi-unit developer and submit any supporting documentation as reasonably requested by Franchisor, as well as obtain Franchisor's prior written approval to develop each such Store. Developer expressly acknowledges that it has no authority to develop any location under

this Agreement (including preliminary steps such as, but not limited to, signing a letter of intent or lease for the real estate, or engaging a general contractor) unless Franchisor has granted its prior written approval for such Store location.

3.1.3 Developer, or another entity as approved by Franchisor, shall execute a Franchise Agreement for each Store no later than 180 days prior to the date that the Store is required to be open under the Development Schedule. Each Store shall be located at a site permitted by Franchisor, within the Development Area, as provided below (the "Permitted Location Letter"). The Franchise Agreement for the first Store developed hereunder shall be in the form of the Franchise Agreement attached hereto as Exhibit B. The Franchise Agreement for each additional Store developed hereunder shall be the form of Franchise Agreement being offered generally by Franchisor at the time each such Franchise Agreement is executed. Upon receipt of Franchisor's Permitted Location Letter, the Franchise Agreement shall be executed by Developer and submitted to Franchisor for countersignature within fifteen (15) days of receipt.

3.2 If Developer is in full compliance with this Agreement, then, notwithstanding anything to the contrary in any of the Franchise Agreements, for each Franchise Agreement for a Store required to be established under Section 1.1 above, the initial franchise fee, royalty fee, and advertising contribution shall be as set forth in Franchisor's then-current form of Franchise Agreement; and

3.3 If Developer does not meet the Development Schedule criteria, or if Developer does not meet the approval criteria under Section 3.1 within 180 days prior to any deadline set forth on the Development Schedule, then, in lieu of termination of this Development Agreement, the Developer may elect, in its discretion, to continue this Development Agreement by payment of a fee each week to Franchisor ("Continuation Fee") equal to 90% of the weekly Average System-wide Sales (as defined in Franchisor's then-current Franchise Disclosure Document for the previous fiscal year), for each Store not in compliance with the Development Schedule, multiplied by 5.5%. The Continuation Fee will be paid until such time as Developer is in compliance with the Development Schedule or 13 Accounting Periods, whichever time is lesser. If Developer is not in compliance with the Development Schedule within 13 Accounting Periods of the failure to open the scheduled Store, or if Developer does not elect to pay the Continuation Fee, then Franchisor may exercise the right to terminate this Development Agreement and all rights of Developer to any benefits provided hereunder.

3.4 Developer will be responsible for purchasing or leasing a suitable site for each Store working with a real estate broker approved by Franchisor. Prior to the acquisition by lease or purchase of any site for the Store, Developer shall submit a description of the proposed site to Franchisor, together with a letter of intent or other evidence satisfactory to Franchisor which confirms Developer's favorable prospects for obtaining the proposed site. If Franchisor does not provide written notice of its approval or disapproval of the proposed site within fifteen (15) Business Days, then such request

shall be deemed disapproved. A map of the site's Area of Responsibility associated with each proposed Store location will be drawn by Franchisor and attached to each Franchise Agreement as an amendment to it upon Developer's execution of a lease of the Premises or a contract to purchase the Premises.

3.5 Once you or one or more affiliate (a corporation, partnership, or limited liability company with common ownership of more than 50%) operate four or more Marco's Stores under this Agreement, then you shall, before opening a fourth store, appoint an "above store leader," which could be a Principal Owner of the Stores or Designated Franchise Owner, to complete to our sole satisfaction an additional training program at your sole cost and expense and thereafter oversee all Stores that you or your affiliate(s) operate ("Designated Above Store Leader"). We will require you to provide us with your business plan to manage store operations and demonstrate to our sole satisfaction that you or the Designated Above Store Leader are prepared to oversee four or more stores.

3.6 You understand and agree that by virtue of utilizing our business model to open the Store, we will make an intangible investment in the location whose value cannot be calculated. As a result, and in order to protect that investment, you agree to lease the premises for the Store, using the Marco's Pizza Standard Lease Rider. The Marco's Pizza Standard Lease Rider must be made a part of the lease and provided to us for our execution at the time of execution of the lease. We agree to not charge you any fees for leasing using the Marco's Pizza Standard Lease Rider.

3.7 Recognizing that time is of the essence, Developer agrees to satisfy the Development Schedule. Failure by Developer to adhere to the Development Schedule, or failure by Developer to submit a completed Site Acquisition Request Form and obtain Franchisor's permission thereof within the time specified in Section 3.4 shall constitute a default under this Agreement as provided in Section 6.2.

4. TERM. The term of this Agreement and all rights granted hereunder shall expire on the earlier of (i) the day that the last Store to be developed hereunder has opened for business, or (ii) on the last date identified on the Development Schedule in the Franchise Summary, unless this Agreement is earlier terminated in accordance with the terms set out in this Agreement.

5. DUTIES OF THE PARTIES

5.1 For each Store developed under this Agreement Franchisor shall furnish to Developer the following:

5.1.1 Site selection guidelines, including Franchisor's minimum standards for a location for the Store, and such site selection counseling and assistance as Franchisor may deem advisable.

5.1.2 Such on-site evaluation as Franchisor may deem advisable in response to Developer's request for site permission; provided, however, that

Franchisor shall not provide on-site evaluation for any proposed site prior to the receipt of a completed Site Acquisition Request and all information relating to the site as required under Section ~~3.2~~3.4 above. Franchisor shall provide one (1) on-site evaluation at no charge to Developer for each Store required to be developed pursuant to the Development Schedule. For any additional on-site evaluation, Developer shall reimburse Franchisor for all reasonable out-of-pocket expenses incurred by Franchisor in connection with such on-site evaluation, including, without limitation, the costs of travel, lodging, wages, and meals.

5.2 Developer accepts the following obligations:

5.2.1 If Developer is an organized entity recognized by state law, such as a corporation, a partnership, a limited liability company, or some other form of entity, then among other things it shall comply, except as otherwise approved in writing by Franchisor, with the following requirements throughout the term of this Agreement:

5.2.1.1 Developer shall furnish Franchisor with its Articles of Incorporation, Certificate of Organization, operating agreement, partnership agreement, Bylaws and/or other organizational and governing documents as is relevant to the form of organization, and any other documents Franchisor may reasonably request, and any amendments thereto.

5.2.1.2 Developer shall confine its activities, and its governing documents, if any, shall at all times provide that its activities are confined, exclusively to the management and operation of the business contemplated hereunder, including the establishment and operation of the Stores to be developed.

5.2.1.3 Developer shall maintain stop transfer instructions against the transfer on its records of any voting securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

The transfer of this stock is subject to the terms and conditions of a Development Agreement with Marco's Franchising, LLC, dated . Reference is made to the provisions of the said Development Agreement and to the Articles and Bylaws of this Corporation.

5.2.1.4 Developer shall maintain a current list of all owners of record and all beneficial owners of any class of voting stock and/or other interests in Developer and shall furnish the list to Franchisor upon request.

5.2.1.5 Such owners of a beneficial interest in the corporation as Franchisor may request shall execute a guarantee of the performance of Developer's obligations under this Agreement in the form attached hereto as Exhibit A.

5.2.2 Developer shall at all times preserve in confidence any and all materials and information furnished or disclosed to Developer by Franchisor, and shall disclose such information or materials only to such of Developer's employees or agents who must have access to it in connection with their employment. Developer shall not at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

5.2.3 Developer shall comply with all requirements of federal, state, and local laws, rules, and regulations. To the extent that the requirements of said laws are in conflict with the terms of this Agreement or other instructions of Franchisor, Franchisee shall: (a) comply with said laws; and (b) immediately provide written notice describing the nature of such conflict to Franchisor.

6. DEFAULT

6.1 Developer shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Developer, if (a) Developer shall become insolvent or makes a general assignment for the benefit of creditors; (b) if a petition in bankruptcy is filed by Developer or such a petition is filed against and not opposed by Developer; (c) if Developer is adjudicated a bankrupt or insolvent; (d) if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer; (e) if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) if proceedings for a composition with creditors under any state or federal law should be instituted by or against Developer; (g) if a final judgment remains unsatisfied or of record for 30 days or longer (unless unappealed or a supersedeas bond is filed); (h) if Developer is dissolved; or if execution is levied against Developer's business or property; (i) if suit to foreclose any lien or mortgage against the premises or equipment of any Store developed hereunder is instituted against Developer and not dismissed within 30 days; (j) if the real or personal property of Developer shall be sold after levy thereupon by any sheriff, marshal, or constable; or (k) if Developer and any Principal Owners are no longer a franchisee under any valid Marco's Pizza® franchise agreement.

6.2 If Developer fails to meet its obligations under the Development Schedule, or if Developer does not meet the approval criteria under Section 3.1 within 180 days prior to any deadline set forth on the Development Schedule, or if Developer effectuates a transfer in violation of Section 7, then such failure shall constitute a default under this Agreement, upon which Franchisor, in its discretion, may terminate

this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon the delivery of written notice to Developer (in the manner set forth in Section 9 of this Agreement).

6.3 Except as otherwise provided in Sections 6.1 and 6.2, above, if Developer fails to comply with any material term and condition of this Agreement, or fails to comply with the terms and conditions of any Franchise Agreement or other development agreement between the Developer (or a person or entity affiliated with or controlled by the Developer) and Franchisor, such action shall constitute a default under this Agreement. Upon the occurrence of any such default, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Developer at least 15 days prior to the effective date of termination; provided, however, that Developer may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor within the fifteen-day period (or such longer period as applicable law may require). If any such default is not cured within the specified time (or such longer period as applicable law may require), this Agreement and all rights granted hereunder (including but not limited to, the right to develop any new Stores) will terminate without further notice to Developer, effective immediately upon the expiration of the 15-day period (or such longer period as applicable law may require).

6.4 In lieu of termination, Franchisor shall have the right to reduce or eliminate all or only certain rights of Developer under this Agreement; and if Franchisor exercises said right, Franchisor shall not have waived its right to, in the case of future defaults, exercise all other rights, and invoke all other provisions, that are provided in law and/or set out under this Agreement.

6.5 Upon termination or expiration of this Agreement, Developer shall have no right to establish or operate any Stores for which a Franchise Agreement has not been executed by Franchisor at the time of termination. Thereafter, Franchisor shall be entitled to establish, and to license others to establish, Stores in the Development Area (except as may be otherwise provided under any Franchise Agreement that has been executed between Franchisor and Developer) without Notice or compensation to Developer.

6.6 No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties hereto.

6.7 No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or equity.

7. TRANSFERS

7.1 Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations under this Agreement to any person or legal entity, and any assignee of Franchisor shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. Developer understands

and agrees that certain of Franchisor's responsibilities hereunder may be met by any duly authorized Area Representative or other agent of Franchisor.

7.2 If Developer is a corporation, partnership, or limited liability company, each principal of Developer ("Principal"), and the interest of each Principal in Developer, is identified in the Summary Page. Any person or entity which owns a direct or indirect interest in Developer may be designated as a Principal by Franchisor in its sole discretion, and the Summary Page shall be so amended automatically upon notice thereof to Developer.

7.3 Franchisor shall have a continuing right to designate as a Principal any person or entity which owns a direct or indirect interest in Developer.

7.4 Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, and that Franchisor has granted the rights described in this Agreement in reliance on Developer's or Developer's Principals' business skill, financial capacity, and personal character. Accordingly:

7.4.1 Developer shall not, without the prior written consent of Franchisor, transfer, pledge or otherwise encumber: (a) the rights and obligations of the Developer under this Agreement; or (b) any material asset of Developer.

7.4.2 If Developer is a corporation, a partnership, or a limited liability company, Developer shall not, without the prior written consent of Franchisor, issue any voting securities or securities convertible into voting securities, and the recipient of any such securities shall become a Principal under this Agreement, if so designated by Franchisor.

7.4.3 If Developer is a partnership or LLC, the partners of the partnership or members of the LLC shall not, without the prior written consent of Franchisor, admit additional general partners or managing members, remove a general partner or managing member, or otherwise materially alter the powers of any general partner or managing member. Each general partner or member of a partnership or LLC shall automatically be deemed a Principal of Developer.

7.4.4 A Principal shall not, without the prior written consent of Franchisor, transfer, pledge or otherwise encumber any interest of the Principal in Developer as shown in the Franchise Summary.

7.4.5 Developer understands and agrees that it may not sell, exchange, give, bequest, trade, or otherwise transfer the Development Area rights, fees, deposits or other benefits conferred by this Agreement to any other entity or person, and that any such transfer shall be deemed void and a default of this Agreement. Parties hereto understand that the aforesaid restriction on selling any sub-rights conferred by this Agreement shall not preclude a transfer of this Agreement or an ownership interest of a Principal to an approved purchaser as provided below.

7.5 Franchisor shall not unreasonably withhold any consent required by Section 7.4; provided, if Developer proposes to transfer this Agreement or any interest therein, Franchisor shall have absolute discretion to require any or all of the following as conditions of its approval:

7.5.1 The transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between Developer and Franchisor or its affiliates, and federal, state, and local laws and rules;

7.5.2 The transferee of a Principal shall be designated as a Principal and each transferee who is designated a Principal shall enter into a written agreement, in a form satisfactory to Franchisor, agreeing to be bound as a Principal under the terms of this Agreement as long as such person or entity owns any interest in Developer; and, if the obligations of Developer were guaranteed by the transferor, the Principal shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor;

7.5.3 After the transfer, the Principals of the Developer shall meet Franchisor's educational, managerial, and business standards; each shall possess a good moral character, business reputation, and credit rating; have the aptitude and ability to operate the business of Developer, as may be evidenced by prior related business experience or otherwise; and have adequate financial resources and capital to operate the business;

7.5.4 If a proposed transfer would result in a change in control of the Developer, at Franchisor's option, the Developer shall execute, for a term ending on the expiration date of this Agreement the form of area development agreement then being offered to new System Developers, and such other ancillary agreements required by Franchisor for the business contemplated hereunder, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement;

7.5.5 The transferor shall remain liable for all of the obligations to Franchisor in connection with this Agreement that arose prior to the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

7.5.6 At Developer's expense, one Principal designated by Franchisor shall successfully complete all training programs required by Franchisor upon such terms and conditions as Franchisor may reasonably require;

7.5.7 Developer shall pay a transfer fee of the greater of: (a) $10,000 or (b) 3% of the gross selling price, plus (c) an additional 2% of the gross selling price if Developer requested Franchisor's assistance in re-marketing the rights under this Agreement, which assistance results in a transfer.

7.5.8 The transferor must acknowledge and agree that the transferor shall remain bound by the covenants contained in Section 8.2 and Section 8.3 of this Agreement; and

7.5.9 Developer shall have paid Franchisor all of remaining installments of the Development Fee, if any, that Developer has not yet paid to Franchisor under Section 2.2 above.

7.6 Right of First Refusal.

7.6.1 If Developer or any Principal desires to accept any bona fide offer from a third party to purchase Developer, any material assets of Developer, or any direct or indirect interest in Developer, Developer or such Principal shall promptly notify Franchisor of such offer and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within 30 days after receipt of all such information, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, the closing on such purchase shall occur within 30 days from the date of notice to the seller of the election to purchase by Franchisor.

7.6.2 Any material change in the terms of the offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Failure of Franchisor to exercise the option afforded by this Section 7.6 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 7, with respect to a proposed transfer.

7.6.3 In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they shall attempt to appoint a mutually acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one independent appraiser, then an independent appraiser shall be promptly designated by Franchisor and another independent appraiser shall be promptly designated by Franchisee, which two appraisers will, in turn, promptly designate a third appraiser; all three appraisers shall promptly confer and reach a single determination, which determination shall be binding upon Franchisor and

Franchisee. The cost of any such appraisal shall be shared equally by Franchisor and Franchisee. If Franchisor elects to exercise its right of first refusal, it shall have the right to set off all amounts due from Franchisee, and one-half of the cost of the appraisal, if any, against any payment to the Seller.

7.7 Upon the death of a Principal, the deceased's executor, administrator, or other personal representative shall transfer the deceased's interest to a third party approved by Franchisor within twelve (12) months after the death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the deceased's estate, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee shall transfer the deceased's interest to a third party approved by Franchisor within twelve (12) months after the deceased's death.

7.8 Upon the permanent disability of any Principal with a controlling interest in Developer, Franchisor may, in its sole discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Section 7 within six (6) months after notice to Developer. "Permanent Disability" shall mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement for at least six (6) consecutive months and from which condition recovery within six (6) months from the date of determination of disability is unlikely. Permanent disability shall be determined by a licensed practicing physician selected by Franchisor upon examination of such person or, if such person refuses to be examined, then such person shall automatically be deemed permanently disabled for the purposes of this Section 7.8 as of the date of refusal. Franchisor shall pay the cost of the required examination.

7.9 Upon the death or permanent disability of any Principal of Developer, such person or his representative shall promptly notify Franchisor of such death or claim of permanent disability. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as any inter vivos transfer.

7.10 Franchisor's consent to a transfer which is the subject of this Section 7 shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

7.11 If Developer or any person holding any interest (direct or indirect) in Developer becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any transfer of Developer, Developer's obligations and/or rights hereunder, any material assets of Developer, or any indirect or direct interest in Developer shall be subject to all of the terms of this Section 7, including without limitation the rights set forth in Sections 7.4, 7.5, and 7.6 above.

7.12 All materials for an offering of stock or partnership interests in Developer or any affiliate of Developer which are required by federal or state law shall be

submitted to Franchisor for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No offering by Developer or any affiliate of Developer shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of the securities of Developer or Developer's affiliates; and Franchisor's review of any offering shall be limited solely to the relationship between Franchisor and Developer and any subsidiaries and affiliates, if applicable. Franchisor may, at its option, require the offering materials to contain a written statement prescribed by Franchisor concerning the limitations stated in the preceding sentence. Developer (and the offeror if not Developer), the Principals, and all other participants in the offering must fully indemnify Franchisor, its subsidiaries, affiliates, successor, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in connection with the offering. For each proposed offering, Developer shall pay Franchisor a non-refundable fee of Seven Thousand Five Hundred Dollars ($7,500) or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering. Developer shall give Franchisor written notice at least 30 days before the date that any offering or other transaction described in this Section 7.12 commences. Any such offering shall be subject to all of the other provisions of this Section 7, including without limitation those set forth in Sections 7.4, 7.5, and 7.6; and further, without limiting the foregoing, it is agreed that any such offering shall be subject to Franchisor's approval as to the structure and voting control of the offeror (and Developer, if Developer is not the offeror) after the financing is completed.

8. COVENANTS

8.1 Developer covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer (or one or more designated management employee(s) who will assume primary responsibility for the operations of Developer and shall have been previously approved in writing by Franchisor) shall devote full time, energy, and best efforts to the management and operation of the business contemplated hereunder.

8.2 Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Developer covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer (either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, corporation, partnership, limited liability company, or other entity) shall fully comply with all of the non-competition provisions contained in Section 13.4.1 of the Franchise Agreement signed contemporaneously with this Agreement (which are incorporated herein by reference and made a part of this Agreement hereto). Any failure of Developer to comply with such non-competition provisions is a material uncurable default of this Agreement terminable immediately upon notice by Franchisor.

8.3 Developer covenants that, except as otherwise approved in writing by Franchisor, Developer (either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, corporation, partnership, limited liability company, or other entity) shall fully comply with all of the non-competition provisions contained in Section 13.4.2 of the Franchise Agreement signed contemporaneously with this Agreement (which are incorporated herein by reference and made a part of this Agreement hereto).

8.4 Sections 8.2 and 8.3 above shall not apply to ownership by Developer of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this Agreement, the term "publicly held corporation" shall be deemed to refer to a corporation which has securities that have been registered under the federal Securities Exchange Act of 1934.

8.5 At Franchisor's request, Developer shall require and obtain execution of covenants similar to those set forth in Sections 7 and 8 of this Agreement (as modified to apply to an individual) from any or all of the following persons: Developer's Principal Owners and senior level management personnel. The covenants required by this Section 8.5 shall be in the form provided in Exhibit C to this Agreement. Failure by Developer to obtain execution of a covenant required by this Section 8.5 shall constitute a default under Section 6.3 above.

8.6 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 8 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 8.

8.7 Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 8.2 and 8.3 in this Agreement, or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof; and Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 13 hereof.

8.8 Developer expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 8. Developer agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 8.

8.9 Developer acknowledges that Developer's violation of the terms of this Section 8 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Developer accordingly consents to the issuance of an

injunction prohibiting any conduct by Developer in violation of the terms of this Section 8.

9. NOTICES. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or by other means including digital format delivery to Developer's assigned Marco's email address, which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown on the Summary of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

10. PERMITS AND COMPLIANCE WITH LAWS

10.1 Developer shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business contemplated under this Agreement.

10.2 Developer shall notify Franchisor in writing within 5 days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of Developer and/or any Store established pursuant to this Agreement.

11. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

11.1 It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Developer shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

11.2 At all times during the term of this Agreement, Developer shall hold itself out to the public as an independent contractor operating pursuant to this Agreement. Developer agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Developer's offices, the content of which Franchisor reserves the right to specify.

11.3 It is understood and agreed that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Developer in Developer's operations hereunder, or for any claim or judgment arising therefrom against Developer or Franchisor.

11.4 Developer shall indemnify and hold Franchisor, Franchisor's owners and affiliates, and their respective officers, directors, employees, and agents, harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with Developer's operation of the business contemplated hereunder, as well as the costs, including attorneys' fees, of defending against them.

12. APPROVALS AND WAIVERS

12.1 Whenever this Agreement requires Franchisor's prior approval or consent, Developer shall make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.

12.2 Developer acknowledges and agrees that Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer, by providing any waiver, approval, consent, or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

12.3 No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Developer under any of the terms, provisions, covenants, or conditions of this Agreement, shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Developer, or as to subsequent breach or default by Developer. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, provisions, covenants, or conditions of this Agreement.

13. ENTIRE AGREEMENT AND AMENDMENT. This Agreement and the exhibits referred to herein constitute the entire, full, and complete Agreement between Franchisor and Developer concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced Developer to execute this Agreement. No amendment, change, or variance from this Agreement shall 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 or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

14. SEVERABILITY AND CONSTRUCTION

14.1 Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein 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, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions,

sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

14.2 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer, Franchisor, Franchisor's officers, directors, and employees, and such of Developer's and Franchisor's respective successors and assigns as may be contemplated (and, as to Developer, permitted) by Section 7 hereof, any rights or remedies under or by reason of this Agreement.

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

14.4 The following capitalized terms have the following means:

Approved Products. Pizza, chicken wings, sandwiches, salads, Cheezybread, desserts, soft drinks, and any other products that we may periodically direct or approve for your Store, each made and sold in accordance with the System and in conformance with the published specifications in the Manuals. Approved Products may sometimes also be referred to in this Agreement as "Products".

Marks. Current and future trademarks, service marks, trade names and trade dress used to identify the services or products offered by Stores operated under the System, including the marks "Marco's", "Chef Marco's", and "Marco's Pizza" and Franchisor's distinctive building designs and color schemes.

Store. Means a physical building establishment, identified by our Marks and interior and exterior trade dress and operating under the System, where customers may purchase pizza and other menu items which are prepared on-premises, and which may be consumed on-premises, taken out, or delivered to a customer's location. For avoidance of doubt "Store" does not include (a) a Special Venue, or (b) a commercial or shared-use kitchen or any other facility that provides only fulfillment services or that sells only to delivery service providers.

Special Venue. Means and includes, among other things, non foodservice businesses of any sort within which a Store or a "Marco's Pizza" branded facility is established and operated, including, for example, hotels and resorts (where the Store is enclosed within the confines of a hotel or resort structure); airports and other travel facilities; federal, state, or local government facilities (including military bases); theme and amusement parks; recreational facilities; colleges and other academic facilities; seasonal facilities; shopping malls; theaters; train stations; toll roads; hospitals; cafeterias; snack bars; truck stops; casinos; department stores; supermarkets; gasoline

convenience stores; and sporting event arenas and centers; and retail restaurant locations being sublet under a lease to a master concessionaire.

System. Franchisor's comprehensive system for making, selling, and pricing Approved Products and developing and operating Stores, which includes trade secrets, trade names, trademarks, service marks, store designs and layouts, image, equipment, ingredients, recipes, specifications, advertising, marketing and promotional programs, methods of inventory control and other operational and business standards, policies and procedures, all of which we may improve, further develop or otherwise modify from time to time.

All other capitalized terms not defined herein shall have the meaning ascribed to them in the Franchise Agreement.

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

14.6 All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

15. APPLICABLE LAW

15.1 This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed exclusively under the laws of the State of Ohio, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Ohio choice of law rules); provided, however, that if the covenants in Section 8 of this Agreement would not be enforceable under the laws of Ohio, and Developer is located outside of Ohio, then such covenants shall be interpreted and construed under the laws of the state in which the Developer's principal place of business is located. Nothing in this Section 15.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Ohio to which this Agreement would not otherwise be subject.

15.2 Subject to the provisions of Sections 15.4 and 15.6 below, any other controversy or claims arising out of or relating to this Agreement, or any breach thereof, including, without limitation, any claim that this Agreement or any portion thereof is invalid, illegal or otherwise voidable, shall be submitted to mediation before and in accordance with the then-current rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action.

15.3 Any disputes which are not subject to mediation or which are not resolved through mediation (as applicable) shall be resolved through litigation, initiated and maintained exclusively in the state and/or federal courts serving the judicial district in

which Franchisor maintains its principal place of business as designated by Franchisor (currently, Toledo, Ohio) at the time the action is initiated. Franchisor and Developer do hereby irrevocably agree and submit to personal jurisdiction in such courts and waive any right to contest such venue and jurisdiction and any claims that such venue and jurisdiction are invalid. In the event Franchisor does seek injunctive relief in a venue other than those situated in the judicial district in which Franchisor maintains its headquarters, Franchisor may (but is not obligated to) bring all claims against Developer in such court for efficiency.

15.4 Before any party may bring an action in court against the other (except as provided in Section 15.6 below), the parties must first meet to mediate the dispute (except as otherwise provided below). Any such mediation shall be non-binding and shall be conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes. Notwithstanding anything to the contrary, this Section 15.4 shall not bar either party from obtaining injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation.

15.5 No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

15.6 Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

15.7 Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

15.8 Any and all claims and actions arising out of or relating to this Agreement, the relationship of Developer and Franchisor, or Developer's operation of the business contemplated hereunder, brought by any party hereto against the other, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

15.9 Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other, and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

16. ACKNOWLEDGMENTS

16.1 Developer acknowledges that it has conducted an independent investigation of the business contemplated hereunder.

16.2 Developer acknowledges that it received a copy of this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, with all of the blank lines therein filled in, prior to the date on which this Agreement was executed, and with sufficient time within which to review the Agreement and to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement. Developer further acknowledges that it received Franchisor's franchise disclosure document required by the Federal Trade Commission Franchise Rule, 16 C.F.R. Part 436, at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

16.3 Developer acknowledges that it has read and understood this Agreement, the exhibits hereto, and agreements relating thereto, if any, and that Franchisor has accorded Developer ample time and opportunity to consult with advisors of Developer's own choosing about the potential benefits and risks of entering into this Agreement. **No statement, questionnaire, or acknowledgment signed or agreed to by a Developer in connection with the commencement of any franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with a franchise.**

16.4 Developer acknowledges and agrees that under no circumstances shall any provision of this Agreement be interpreted as directing you to violate any applicable law.

17. FORCE MAJEURE. Except with respect to its payment obligations, no liability shall result from either party's delay in performance or non-performance, in whole or in part, to the extent that such delay or non-performance results from acts solely beyond that party's reasonable control (and which cannot be overcome by use of normal commercial measures) including, without limitation, acts of God, strikes, industrial/labor disputes, war, riot, civil unrest, terrorism, epidemic/pandemic or natural disaster. Such party must promptly provide written notice of such delay in performance or non-performance to the other party, and such excuse shall be continued only so long as the force majeure condition continues. Notwithstanding the foregoing, in the event of such an occurrence, each party shall make a good faith reasonable effort to perform its obligations hereunder.

[*Exhibits to Follow on Next Page*]

MARCO'S FRANCHISING, LLC

EXHIBIT A TO DEVELOPMENT AGREEMENT

Guarantee

As an inducement to Marco's Franchising, LLC ("Franchisor") to execute the Marco's Franchising, LLC Development Agreement between Franchisor and _____ ("Developer") dated _____ (the "Agreement"), the undersigned individuals _____, jointly and severally, hereby agree to defend, indemnify and hold Franchisor, Franchisor's affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and mediation fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the covenants contained in Section 8 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 15 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Ohio. In the event of any conflict of law, the laws of Ohio shall prevail (without regard to, and without giving effect to, the application of Ohio conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

_____	_____
Printed Name: _____	Printed Name: _____
Home Address: _____	Home Address: _____
_____	_____

MARCO'S FRANCHISING, LLC

EXHIBIT B TO DEVELOPMENT AGREEMENT

Franchise Agreement

The form of Franchise Agreement currently offered by Franchisor is available upon request.

MARCO'S FRANCHISING, LLC

EXHIBIT C TO DEVELOPMENT AGREEMENT

SAMPLE

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

THIS NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("Agreement") is made effective as of _____, by and between _____ (the "Developer"), and _____, who is a Principal, manager, supervisor, member, partner, or a person in a managerial position with, Developer (the "Individual").

RECITALS:

WHEREAS, Marco's Franchising, LLC ("MFLLC") owns a format and system (the "System") relating to the establishment and operation of businesses operating in buildings that bear Franchisor's interior and exterior trade dress, under the "Marco's Pizza" name and marks ("Stores"), and specializing in the sale of Proprietary Items including a limited menu of pizza and submarine sandwiches and such other menu items as Franchisor may authorize from time to time, utilizing carry-out and delivery services (collectively, the "Products");

WHEREAS, MFLLC and Developer have executed a Development Agreement ("Development Agreement") granting Developer the right to develop "Marco's Pizza" Stores and to use the Marks in connection therewith under the terms and conditions of the Development Agreement;

WHEREAS, the Individual, by virtue of his or her position with Developer, will gain access to certain of MFLLC's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality and non-competition agreement that Developer is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. Individual shall not, during the term of the Development Agreement or thereafter, communicate, divulge, upload or share with any unapproved third party platform (including generative artificial intelligence technologies), or use for the benefit of any other person, persons, association, corporation, partnership, limited liability company, or other entity, any confidential information, trade secrets, knowledge, or know-how concerning the methods of operation of the business franchised thereunder which may be communicated to Individual or of which Individual may be apprised by virtue of Developer's operation under the terms of the Development Agreement. Any and all

information, knowledge, trade secret, know-how, and techniques which MFLLC designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Developer can demonstrate came to its attention prior to disclosure thereof by MFLLC through an authorized disclosure; or which, at or after the time of disclosure by MFLLC to Developer, had become or later becomes a part of the public domain, through an authorized publication or communication by others.

2. Covenants Not to Compete.

(a) Individual specifically acknowledges that, pursuant to the Development Agreement, and by virtue of its position with Developer, Individual will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of MFLLC and the System.

(b) Individual covenants and agrees that during the term of the Development Agreement, except as otherwise approved in writing by MFLLC, Individual shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, corporation, partnership, limited liability company, or other entity, (a) own, engage in, participate in, loan money to, consult for, assist, or have any direct or indirect interest in any other food service business where pizza represents more than 10% of the sales, (b) divert or attempt to divert any business or customer of the Store or of any Store under the System to any competitor of Franchisor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System, (c) unless released in writing by the Franchisor, employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee, area representative, or developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment, for employment with a competitor, (d) use or display any of the Marks in any manner other than expressly granted under this Agreement, which includes future trademarks, service marks, trade names and trade dress, as well as Franchisor's distinctive building designs and color schemes; (e) use any of the confidential information, recipes, ingredients, and/or specifications for food products, that were at any time developed by Franchisor (or Franchisee, or any other party) in connection with the System in any manner other than expressly granted under this Agreement; unless, with respect to ingredients or specifications for food products, Franchisee can demonstrate that the Franchisee Parties used such ingredients or specifications prior to any association with Franchisor; (f) use any of the operational aspects of the System, including food preparation methods, methods for inventory control, operational and business standards, computer hardware or software in any manner other than expressly granted under this Agreement; and (g) use, reproduce, and/or modify any of the Manuals, copyrighted materials, or other written specifications and standards authorized under the System for use in any manner other than expressly granted under this Agreement.

(c) Individual covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by MFLLC, Individual shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, corporation, partnership, limited liability company, or other entity, (a) own, engage in, participate in, loan money to, consult for, assist, or have any direct or indirect interest in, any other business featuring the sale of more than 10% pizza products at your former Store location, within a 5-mile radius of your former Store location, or within a 5-mile radius of any Store then-operating under the System, (b) divert or attempt to divert any business or customer of the Store or of any Store under the System to any competitor of Franchisor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System, (c) unless released in writing by the Franchisor, employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment, for employment with a competitor (d) use or display any of the Marks in any manner, which includes future trademarks, service marks, trade names and trade dress, as well as Franchisor's distinctive building designs and color schemes; (e) use any of the confidential information, recipes, ingredients, and/or specifications for food products, that were at any time developed by Franchisor (or Franchisee, or any other party) in connection with the System in any manner; unless, with respect to ingredients or specifications for food products, Franchisee can demonstrate that the Franchisee Parties used such ingredients or specifications prior to any association with Franchisor; (f) use any of the operational aspects of the System, including food preparation methods, methods for inventory control, operational and business standards, computer hardware or software in any manner; and (g) use, reproduce, and/or modify any of the Manuals, copyrighted materials, or other written specifications and standards authorized under the System for use in any manner. This two-year restrictive period will be tolled during any period of noncompliance. As used in this Agreement, the term "Post-Term Period" shall mean a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Section 7 of the Development Agreement; (b) expiration or termination of the Development Agreement (regardless of the cause for termination); (c) termination of Individual's employment with Developer; and/or (d) a final order of a duly authorized mediator, panel of mediators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Agreement; either directly or indirectly (through, on behalf of, or in conjunction with any persons, corporation, partnership, limited liability company, or other entity).

3. Injunctive Relief. Individual acknowledges that any failure to comply with the requirements of this Agreement will cause MFLLC irreparable injury, and Individual agrees to pay all court costs and reasonable attorney's fees incurred by MFLLC and/or Developer in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

4. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Individual agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect MFLLC's and/or Developer's legitimate business needs as permitted by applicable law and public policy. In so doing, the Individual agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid.

5. Delay. No delay or failure by MFLLC or Developer to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

6. Third-Party Beneficiary. Individual hereby acknowledges and agrees that MFLLC is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Developer.

The next page is the signature page.

IN WITNESS WHEREOF, the Developer and the Individual attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on _____.

FRANCHISOR:	DEVELOPER:
Marco's Franchising, LLC	_____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

INDIVIDUAL:

By: _____
Printed Name: _____

EXHIBIT D TO DEVELOPMENT AGREEMENT

MARCO'S FRANCHISING, LLC

Property Interest Consent and Waiver

The purpose of this waiver is to affect your property rights. This waiver operates to supersede and amend any prior understanding or agreement between you and the Principal Owner (as defined below), whether written or oral. We strongly advise you to consult with legal counsel before executing this waiver.

I, _____, hereby represent that I reside in the state of _____ and am the legal spouse or partner (however such relationship is defined under applicable state law) of _____ ("Principal Owner"). I acknowledge and understand that Principal Owner, or a corporation, partnership, or limited liability company of which Principal Owner is a member/shareholder/partner, as applicable ("Developer"), has entered into a Development Agreement with Marco's Franchising, LLC ("Franchisor") to develop one or more Marco's Pizza® franchised Stores.

I hereby waive any right, now or in the future, to assert a community property or quasi community property interest in the Development Agreement, any Marco's Pizza® franchised Store developed as a result of the Development Agreement, or in the Developer entity. I understand that in the absence of this Property Interest Consent and Waiver (the "Waiver"), the Franchisor, as a condition of granting development rights to Developer, would have required me to personally enter into the Development Agreement and execute a personal guaranty of all of Developer's obligations under the Development Agreement. I understand that if I did not wish to provide this Waiver, I could have agreed to personally execute the Development Agreement and the personal guaranty. I represent and agree that the waiver of such conditions by Franchisor is sufficient consideration for this Waiver.

I hereby represent and acknowledge that I knowingly and deliberately elected not to do so and to instead provide this Waiver. If, notwithstanding this Waiver, I claim or am awarded in a legal action a community property interest, quasi community property interest, or other ownership interest in the Development Agreement, any resulting Marco's Pizza® franchised Stores, or in the Developer entity, other than by way of a transfer approved in writing by Franchisor as provided in the Development Agreement, that I hereby agree, without further action or execution of further instruments, that at the Franchisor's option, (i) I will be personally bound by all of the terms of the Developer Agreement and be liable for the performance of all obligations thereunder, or (ii) the claim or awarding of such interest in the Development Agreement, any resulting Marco's Pizza® franchised Store, or in the Developer entity constitutes grounds for termination of the Developer Agreement as an unapproved transfer under Section 6.2.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Property Interest Consent and Waiver on the day and year written below.

FRANCHISOR:	WAIVING PARTY:
Marco's Franchising, LLC	
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

MARCO'S FRANCHISING, LLC

EXHIBIT E TO DEVELOPMENT AGREEMENT

2025 Royalty Incentive Program Amendment to Area Development Agreement

This Amendment to Area Development Agreement (the "Amendment") is made and entered into effective _____ (the "Effective Date") by and among:

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

RECITALS

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

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

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

1. **Conditions for Incentive.** In order to receive any of the 2025 Royalty Incentive Program ("Incentive") benefits under this Amendment, Developer must:

   a. Satisfactorily maintain Franchisor's financial, creditworthiness, and operational criteria;

   b. Remain in Good Standing under the Agreement and each Franchise Agreement, and not be in material default of the Agreement or any Franchise Agreement signed under the Agreement or any other agreement between Developer and Franchisor and/or its affiliates;

   c. Develop and open for business each Store referenced herein according to the standards and specifications determined by Franchisor, and within the timeframes outlined in the Development Schedule below.

   If the Developer fails to open and operate any Store to be developed under this Agreement on or before the dates described in the 2025 Royalty Incentive Program Development Schedule below, Franchisor shall provide notice with immediate effect declaring this Amendment void and of no further force or effect

and all Stores, including prior Stores opened, any Store under development, and any remaining unopened Stores to be developed, will revert to paying the then-current standard Royalty Fee rate.

2025 Royalty Incentive Program Development Schedule	
Deadline to Remain Qualified under 2025 Royalty Incentive Program	Cumulative Total Number of Stores which Developer Shall Have Open and in Operation
One (1) year from execution of this Agreement	1
Six (6) months from the opening of the first Store	2
Six (6) months from the opening of the second Store	3
Six (6) months from the opening of the third Store	4
Six (6) months from the opening of the fourth Store	5

2. **Section 2** entitled **DEVELOPMENT FEE** shall be deleted in its entirety and revised as described below:

2.1 In consideration of the development rights granted herein, Developer shall pay to Franchisor the full initial franchise fee of $25,000.00 for each Store to be developed under this Agreement, to be paid to Franchisor on or before the date of this Agreement.

2.2 The initial franchise fees for each Store to be developed under this Agreement shall be fully earned when received by Franchisor and are non-refundable in consideration of administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted Developer herein. To the extent that any Franchise Agreement references a partial refund of the initial franchise fee in Sections 4.1 and 19.1, such franchisee right is waived, void and of no effect.

3. **Section 3.1.3** shall be deleted in its entirety and revised as described below:

3.1.3 Developer, or another entity as approved by Franchisor so long as that entity meets 2025 Royalty Incentive Program requirements of more than 50%

common ownership with Developer, shall execute a Franchise Agreement for each Store to be opened upon the execution of this Agreement. Each Store shall be located at a site permitted by Franchisor, within the Development Area, as provided below (the "Permitted Location Letter"). Except as altered by the 2025 Royalty Incentive Amendment attached as Exhibit E to this Agreement (the "Amendment"), the Franchise Agreements shall be in the form of the Franchise Agreement attached hereto as Exhibit B.

4. **Section 3.2** shall be deleted in its entirety and revised as described below:

If Developer is in full compliance with this Agreement, then, notwithstanding anything to the contrary in any of the Franchise Agreements, for each Franchise Agreement for a Store required to be established under Section 1.1 above, the advertising contribution shall be as set forth in Franchisor's then-current form of Franchise Agreement.

If Developer is in full compliance with this Agreement and the Amendment, then, notwithstanding anything to the contrary in any of the Franchise Agreements, for each Franchise Agreement for a Store required to be established under Section 1.1 above, the Royalty Fee for each Store shall be as set forth below:

2025 Incentive Royalty Fee Schedule	
Timeframe of Discounted Royalty	Discounted Royalty Fee
Accounting Periods 1-6 from Store opening	0%
Accounting Periods 7-18 from Store opening	2.5%
After Accounting Period 18 from Store opening	Franchisor's then-current Royalty Fee rate

In the event Developer breaches this Agreement, the Amendment, or any of the Franchise Agreements signed in connection with this Agreement, the Royalty Fee for each Store developed or to be developed shall revert to the Franchisor's then-current standard Royalty Fee upon receipt of written notice from Franchisor.

5. **Section 3.3** shall be deleted in its entirety.

6. **Section 6.2** shall be modified to remove the following:

"If Developer fails to meet its obligations under the Development Schedule, or if Developer does not meet the approval criteria under Section 3.1 within 180 days prior to any deadline set forth on the Development Schedule, or"

The remainder of **Section 6.2** shall apply:

"*If Developer effectuates a transfer in violation of Section 7, then such failure shall constitute a default under this Agreement, upon which Franchisor, in its discretion, may terminate this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon the delivery of written notice to Developer (in the manner set forth in Section 9 of this Agreement).*"

7. **Section 7.4** shall be deleted in its entirety and revised as described below:

Developer understands that participation in the 2025 Royalty Incentive Program under the Amendment is personal to Developer, non-transferable, and non-assignable. Developer does not have the right to transfer the Agreement during the term of the Agreement. In the event Developer transfers any of the Franchise Agreements signed in connection with this Agreement, or any interest therein, the Royalty Fee for each Store developed or to be developed shall revert to the Franchisor's then-current standard Royalty Fee upon the effective date of transfer.

8. **Sections 7.5 -7.11**, inclusive, shall be deleted in their entirety.

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

be exchanged by electronic means, and when all such counterparts are taken together with all other signature pages to this Amendment that have also been signed in counterpart, they will be considered as one Amendment.

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

Marco's Franchising, LLC	**[DEVELOPER]**
By:	By:
Printed Name: Anthony Libardi	Printed Name:
Title: Co-CEO and President	Title:
	in their individual capacity

EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT

FORM OF FRANCHISE AGREEMENT

MARCO'S FRANCHISING, LLC

FRANCHISE AGREEMENT

TABLE OF CONTENTS

Section	Title	Page #
Franchise Summary		
1.	INTRODUCTION	6
2.	DEFINITIONS	6
3.	GRANT OF LICENSE; RENEWAL OPTIONS	11
4.	FEES	14
5.	ACKNOWLEDGMENTS AND REPRESENTATIONS	17
6.	GUARANTY OF PERFORMANCE BY FRANCHISEE OWNERS	20
7.	SITE SELECTION	20
8.	TRAINING AND INSTRUCTION	23
9.	STORE COMPLETION AND OPENING	24
10.	CONTINUING ASSISTANCE	25
11.	ADVERTISING AND PROMOTION	26
12.	STANDARDS AND UNIFORMITY OF OPERATIONS	32
13.	STORE MANAGEMENT AND OTHER OBLIGATIONS	36
14.	BOOKKEEPING AND RECORDS	43
15.	COMPLIANCE WITH LOCAL LAWS; PAYMENT OF TAXES AND OBLIGATIONS	44
16.	INDEPENDENT CONTRACTORS	45
17.	MARKS	45
18.	INDEMNIFICATION AND INSURANCE REQUIREMENTS	46
19.	TERMINATION OR EXPIRATION	48
20.	OWNERSHIP AND TRANSFER OF FRANCHISE INTERESTS	55
21.	GENERAL CONDITIONS	58

Exhibits:

A	Guarantee, Indemnification, and Acknowledgement
B	Assignment of Telephone Numbers
C	Franchise Information Disclosure Agreement
D	Property Interest Consent and Waiver
E	Franchisee Certification

MARCO'S FRANCHISING, LLC

FRANCHISE AGREEMENT

Franchise Summary

Effective Date: _____

Franchisee: _____

Business Entity: __ Corporation __ Limited Liability Company __ Other (specify _____), organized and domiciled under the laws of the State of _____.

List of Persons with 5% or more interest in the Franchisee Entity (see definition of List of Owners for Franchise Entity) (each, a "Principal Owner"):

Name:	**% Interest**:	**Name**:	**% Interest**:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contact Person: _____ **Title**: _____

Franchisee Contact Info:

_____

_____

Phone 1: _____

Phone 2: _____

Email: _____

Franchisor Address:

Marco's Franchising, LLC
Attention: Legal Department
5252 Monroe St., 2nd Floor
Toledo, OH 43623
(419) 885-7000

Term: 10 Years

Term Ending Date: _____, or

____ As specified in the Franchise Agreement Commencement Letter issued and signed by Franchisor, if not determined as of the Effective Date

Permitted Site:

_____

_____

___ As specified in the Permitted Site Letter issued and signed by Franchisor, if not determined as of the Effective Date.

Area of Responsibility: Area of Responsibility comprises a mile radius from the front

door of the Permitted Site. Although Area of Responsibility is typically 1 mile, it could be smaller than a 1-mile radius if there is a densely populated urban area, a readily definable market area like a resort or boardwalk, a specific facility (stadium, hospital, airport, casino, etc.) or a natural boundary like a body of water, bridge or expressway.

___ 1 Mile Radius

___ Other Description or Map:
_____
_____

Fees all % refer to percentage of Net Royalty Sales):

Initial Franchise Fee: $_____ ___ **Transfer Fee** $_____ ___ **Renewal Fee** $ _____ ___ **Other**: _____	**Advertising and Promotions**: Total Marketing Spend: 7% Min Brand Development Fee 1% / 1.5% Max Local Store Marketing Remainder of Total Marketing Spend - Advertising Co-op, and Geography Based Advertising
Royalty: ___ 5.5% Initial / 6.0% Maximum ___ Other: ____% (_____) ___ Reduced Royalty Rate Conditions: _____ _____ _____ _____	**Technology Fee**: $111.84 per Period (beginning)
Brand Launch Program Fee: ___ $15,500 - $25,500 ___ Other (explain): _____	

State Addendums	
___ Not Applicable	___ New York
___ California	___ North Dakota

State Addendums	
___ Illinois	___ South Dakota
___ Indiana	___ Washington
___ Maryland	___ Wisconsin
___ Minnesota	

Exhibits to the Franchise Agreement:	
Exhibit A: Guarantee, Indemnification, and Acknowledgment	Exhibit C: Franchise Information Disclosure Agreement
Exhibit B: Assignment of Telephone Numbers	Exhibit D: Property Interest Consent and Waiver
	Exhibit E: Franchisee Certification

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

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

FRANCHISOR:

Marco's Franchising, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE:

_____

By: _____
Printed Name: _____
Title: _____

1. INTRODUCTION

1.1. **The Franchise Offered**. Franchisor has developed, owns and operates through its Affiliates, and franchises Marco's Pizza Stores (a "Franchise Business"), which feature a select menu of pizza, Pizzolis, sandwiches, salads, chicken wings, soft drinks, CheezyBread and such other menu items as we may authorize from time to time, utilizing carry-out, delivery, dine-in and catering services using our System, defined below.

2. DEFINITIONS

2.1. **Accounting Period or Period**. A period of time we establish periodically for which you will report sales, financial results and other required reporting information. Typically, each Accounting Period will start on a Monday and run for 28 consecutive days (4 weeks). We may revise the defined Accounting Period, Quarter or Year by sending you notice of a change. If we change the Accounting Period, then any payments in this Agreement that are set on a per-Accounting-Period basis shall automatically be adjusted on a per diem basis to match the change in the number of days in an Accounting Period.

2.2. **Accounting Quarter or Quarter**. A group of consecutive Periods according to the calendar we publish each year. Quarters 1, 2 and 4 will have 3 Periods. Quarter 3 will have 4 Periods.

2.3. **Accounting Week, Week or Weekly**. 7 consecutive days beginning on Monday and continuing through the following Sunday.

2.4. **Accounting Year or Year**. A fiscal year consisting of 13 Accounting Periods defined by us. Approximately every 5 years, we use a 53-Week Year instead of the normal 52 Weeks in order to conform to various accounting conventions and tax regulations.

2.5. **Affiliates**. Any person, corporation, partnership, limited liability company, or other business entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with such party; and, with respect to Franchisor, the term "Affiliate" shall also include, without limitation, any advertising fund or cooperative operating under the System.

2.6. **Agreement**. This franchise agreement that has been signed by both you and Franchisor, including all Exhibits and any materials incorporated by reference and any subsequent amendments.

2.7. **Appraiser**. That natural person or business entity which is qualified to estimate the "Fair Market Value" of any Store equipment and other physical assets in their "as-is" present condition, place and purpose.

2.8. **Approved Products**. Pizza, Pizzolis, chicken wings, sandwiches, salads, Cheezybread, desserts, soft drinks, and any other products that we may periodically

direct or approve for your Store, each made and sold in accordance with the System and in conformance with the published specifications in the Manuals. Approved Products may sometimes also be referred to in this Agreement as "Products".

2.9. **Area of Responsibility**. We provide you a specific exclusive area adjacent to the Site for the development and operation of your Store identified as the Area of Responsibility. The Franchise Summary will designate the applicable Area of Responsibility.

2.10. **Brand Development Fund**. A fund under the administration and management of Franchisor that will be allocated, and spent, toward all activities of brand development, including producing creative content for all national, regional and local marketing, designing and producing marketing materials, developing and maintaining social media and internet "web" sites, franchisee-accessible intranets, promotional activities, product development and consumer research, franchise conferences, motivational or leadership programs, and any other program or activity we determine will enhance the recognition and value of the brand. This fund may purchase media occasionally, but that is not the general purpose of the Brand Development Fund. Expenditures by the fund are intended to benefit all or substantially all Stores.

2.11. **Brand Launch Program**. The advertising program for the Store conducted by Franchisor related to the initial opening of the Store for business (further defined in Section 11.6).

2.12. **Collateral**. Includes all of your business assets now owned or hereafter acquired in connection with the Franchise Business and wherever located, together with all substitutions, replacements, additions and accessions thereto, all products thereof and all cash and non-cash proceeds thereof including, but not limited to, notes, checks, instruments, and insurance proceeds to provide Franchisor and its Affiliates a security interest in your assets to provide for payment of all amounts owing by you under this Agreement.

2.13. **Confidential Data**. All information about the business of either the Franchisee or Franchisor which is not in the public domain is considered confidential. Some information about the business systems of Franchisor (for example, the System), which is confidential, is also protected under copyright and other federal laws and regulations.

2.14. **Delivery Area**. The area designated by Marco's within which you must offer delivery service for sale of the Approved Products as provided in Section 12.13.3.

2.15. **Designated Franchise Operator**. The natural person(s) designated by you, subject to our approval, to manage the Franchise Business, engage in all communications with us, and assume responsibility for the compliance of all franchise related business and operational activities under the terms of this Agreement and all Manuals. Unless otherwise indicated, the first natural person listed indicating the most senior management authority for the entity in the List of Owners for Franchise Entity will

serve in that capacity. If the Designated Franchise Operator is not a Principal Owner, then you must designate and maintain at least two Designated Franchise Operators, who are subject to our approval, to manage the Franchise Business.

2.16. **DMA**. The specific Designated Marketing Area in which the Store is located, as defined by the Nielsen Media Research Company, or such other reference we may adopt from time to time for determining market areas.

2.17. **Effective Date**. The date identified in the Franchise Summary on page 1 of this Agreement.

2.18. **Electronic Funds Transfer (EFT)**. A system in which funds are transferred from your bank account to our bank account ("Account") using pre-authorized electronic bank debits rather than paper-based checks.

2.19. **Electronic Reporting**. A system devised, developed or implemented by us to report operational data, such as Net Royalty Sales, Royalty Fees or other information in an electronic format or file using designated internet or other communication protocol not requiring a paper-based report.

2.20. **Electronic Signature**. A method determined by us which provides evidence that the Franchisee or its authorized representative certifies to us the accuracy and authenticity of any information reported under any Electronic Reporting system. We may consider such Electronic Signature as valid as any other certification required by this Agreement.

2.21. **Equipment**. All original and replacement equipment, fixtures, furniture, and signs used by you in connection with the operation of the Store.

2.22. **Exhibit**. Any of the various exhibits, which may be attached to this Agreement, all of which constitute an integral part of this Agreement.

2.23. **Fair Market Value**. Determined as (i) the estimated value at which an asset will usually change hands in a good faith transaction between a willing buyer and willing seller who both have access to all the facts, who both have been given an opportunity to investigate alternatives, and for which the use of such asset will continue to be for the operation of a Marco's Pizza® restaurant, or (ii) the estimated value of the assets by professional appraiser(s) who have first-hand knowledge of prior sales between willing buyers and willing sellers and who can extrapolate to the current circumstances the situation at hand.

2.24. **Franchise Disclosure Document (FDD)**. The complete and current document required by the Trade Regulation Rule of the Federal Trade Commission and any applicable state laws and regulations (further defined in Section 5.4).

2.25. **Franchisee Owner(s)**. If you are a partnership, all the partners; if you are a corporation, all of the shareholders; and/or if you are a limited liability company, all of

the members. All of the Franchisee Owners are required to sign Exhibits "A" and "B" to this Agreement.

2.26. **Franchisor**. (Defined in the identification of parties, above.)

2.27. **Geography Based Advertising Funds**. A fund established for a particular geographic region in which the Store is located for the payment of certain coordinated national, statewide, and/or regional advertising and promotional programs and expenses.

2.28. **Gift Card Program**. A program approved by us which permits retail customers to purchase stored value tokens or cards which are sold and redeemed according to the System.

2.29. **Good Standing**. "Good Standing" means that you and all of your Owners (if you are a business entity): (i) are in compliance with all applicable System standards, processes, procedures, and specifications; (ii) have satisfied all monetary obligations owed to us, our affiliates, and any suppliers to whom non-payment would be likely to negatively impact the brand (for example: landlord, lenders, or government authorities) and have not been notified on or more than (a) 2 occasions in the past 1 year, (b) 3 occasions in the past 2 years, or (c) 4 occasions during the term of the Franchise Agreement, that you are "past due" on sums of money owed to any of the foregoing entities, whether or not such default was ultimately cured; (iii) are not in default of any provision of the Franchise Agreement, including the required attendance at any Franchise Conference, or any other agreement with us or with any of our Affiliates; (iv) have not been notified, in writing, on or more than (a) 2 occasions in the past year, (b) 3 occasions in the past 2 years, or (c) 4 occasions during the term of the Franchise Agreement, that you are in default or otherwise not in compliance with any provision of the Franchise Agreement, whether or not such default was ultimately cured; and (v) maintain reasonable creditworthiness and minimum net worth and liquidity, as reasonably determined by Franchisor. Failure to maintain all the requirements of good standing may result in loss of any discounts we may provide you on any programs we offer to other franchisees and your pro-rata share of any voluntary payment by us of rebates, supplier incentives, or other financial consideration which we receive from suppliers. You understand that we have no obligation to pass any such amounts on to you or to use them for your benefit. In order to be in "Good Standing" you and your Owners (if you are a business entity) must be in Good Standing under your Franchise Agreement and also the franchise agreement for any other Franchise Business in which the Owners have more than a 25% ownership interest or otherwise control the operations of the Franchise Business.

2.30. **Index**. The Consumer Price Index (1982 84=100; all items; CPI-U; all urban consumers) as published by the U.S. Bureau of Labor Statistics (or if the CPI is no longer published, another substitute reference reasonably designated by Franchisor).

2.31. **Initial Franchise Fee**. The fee calculated and paid in accordance with Section 4.1 of this Agreement.

2.32. **Interest**. As used in Section 20, refers to any right, title or other interest, either direct or indirect, in the entity identified as the Franchisee Owner or in the assets used in connection with the operation of the Franchise Business or held by any Franchisee Owner with respect to the franchise entity or any assets used "Franchise Assets."

2.33. **License**. The rights given to you to use the System and the Marks for the operation of a Store (further defined in Section 3.1).

2.34. **List of Owners for Franchise Entity**. The person or persons, or legal entity that signs the Agreement as Franchisee with beneficial interest of five percent (5%) or greater of the equity as defined in the Franchise Summary of this Agreement.

2.35. **Manuals**. The "Marco's Operations Manuals" and all other handbooks, lists, guides, policies, the Marco's Code of Conduct, and written or digital format communications of any kind whatsoever containing specifications or standards for the operation of a Franchise Business. Franchisor may, from time to time and in its sole discretion, amend or supplement the Manuals, which are incorporated by reference into this Agreement.

2.36. **Marks**. Current and future trademarks, service marks, trade names and trade dress used to identify the services or products offered by Stores operated under the System, including the marks "Marco's", "Chef Marco's", and "Marco's Pizza" and Franchisor's distinctive building designs and color schemes.

2.37. **Net Royalty Sales**. The total gross amount of all revenues, excluding only (1) sales tax or other receipts you collect and remit to the proper taxing authorities and (2) authorized coupon or other promotional discounts you provide to your customers. Included in the definition is revenue from whatever source derived (whether in the form of cash, credit, agreements to pay, or other consideration (such as bartering), and whether or not payment is received at the time of sale or any of those amounts prove uncollectible. Also included is revenue that in any manner at all arises from or is derived by you or by any other business conducted or which originate in, on, from or through the Site or the Store. This includes, revenue you derive through the Store, from the sale of products associated with the Store, and revenue derived from your use of the Marks, whether or not you conduct those operations in compliance with or in violation of this Agreement.

2.38. **On-Line Order Entry**. A method of taking orders for pizza and other food items from consumers through the "Marco's" website (currently www.marcos.com) and routing such orders by digital format to the Store (further defined in Section 13.14).

2.39. **Online Site**. One or more related documents, designs, pages, or other communications that can be accessed through digital format, including, but not limited to, the Internet, World Wide Web, webpages, microsites, social networking sites (e.g., Facebook, Twitter, LinkedIn, You Tube, Google Plus, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications we elect.

2.40. **Options to Renew**. Two additional 10-year periods based on the terms and conditions of the then-current form of Franchisor franchise agreement then being offered to new franchisees and commencing upon the expiration of the initial Term, or the first Renewal Term (further defined in Section 3.5), as the case may be.

2.41. **Royalty Fees**. A fee computed as a percentage of Net Royalty Sales, paid weekly for Net Royalty Sales achieved the preceding week, unless otherwise directed, as additional consideration for Franchisor granting you the License (further defined in Section 4.2).

2.42. **Site**. The location (permitted by Franchisor) at which the Store is or will be operated.

2.43. **Site Authorization Letter**. A Site Authorization Letter will be provided to you by Franchisor granting permission for a specific site by the Franchisor if the Site was not determined as of the Effective Date and designated on page 1 of this Agreement.

2.44. **Site Selection Area**. Prior to finalizing the location for the Store, the area the Franchisor will provide to you for selecting your Store location.

2.45. **Special Venue**. Means and includes, among other things, non-foodservice businesses of any sort within which a Store or a "Marco's Pizza" branded facility is established and operated, including, for example, hotels and resorts (where the Store is enclosed within the confines of a hotel or resort structure); airports and other travel facilities; federal, state, or local government facilities (including military bases); theme and amusement parks; recreational facilities; colleges and other academic facilities; seasonal facilities; shopping malls; theaters; train stations; toll roads; hospitals; cafeterias; snack bars; truck stops; casinos; department stores; supermarkets; gasoline convenience stores; and sporting event arenas and centers; and retail restaurant locations being sublet under a lease to a master concessionaire.

2.46. **Store**. Means a physical building establishment, identified by our Marks and interior and exterior trade dress and operating under the System, where customers may purchase pizza and other menu items which are prepared on-premises, and which may be consumed on-premises, taken out, or delivered to a customer's location. For avoidance of doubt "Store" does not include (a) a Special Venue, or (b) a commercial or shared-use kitchen or any other facility that provides only fulfillment services or that sells only to delivery service providers.

2.47. **Supplies**. All ingredients, cooking materials, containers, packaging materials, and other paper and plastic products, utensils, employee uniforms, forms, menus, cleaning and sanitation supplies, and any other materials used in the operation of the Store.

2.48. **System**. Franchisor's comprehensive system for making, selling, and pricing Approved Products and developing and operating Stores, which includes trade

secrets, trade names, trademarks, service marks, store designs and layouts, image, equipment, ingredients, recipes, specifications, advertising, marketing and promotional programs, methods of inventory control and other operational and business standards, policies and procedures, all of which we may improve, further develop or otherwise modify from time to time.

2.49. **Technology**. The Technology systems offer a customer relationship management system (CRM) that enables, among other things, email advertising to customers, customer surveying, tracking of responses made to customers, and tools to measure customer satisfaction.

2.50. **Term**. A period of years stated in the Franchise Summary, commencing on the date the Store opens for business, as stated in the Franchise Agreement Commencement Letter signed by Franchisor, unless terminated earlier in accordance with the provisions of this Agreement.

2.51. **Three Appraiser Method**. The Three Appraiser method is a manner in which Fair Market Value of assets or the value of real estate for calculating a fair rental value shall be determined. If the parties do not agree to Franchisor's determination of Fair Market Value (as provided in Section 19.7.4), then the Franchisee shall engage an Appraiser, who shall provide to Franchisor and the Franchisee his report of the value of the assets to be purchased or rental value of the real estate to be leased within 10 days thereafter. If both Franchisor and the Franchisee agree to that value(s), then the value(s) shall be the Fair Market Value under the terms and conditions then applied in the Appraisal. If the parties do not agree to that value(s), then Franchisor shall engage an Appraiser to provide to Franchisor and the Franchisee their report of the value of the assets to be purchased or rental value of the real estate to be leased within 10 days thereafter. If both Franchisor and the Franchisee agree to that value(s), then the value (s) shall be the Fair Market Value under the terms and conditions then applied in the Appraisal. If the parties do not agree to that value(s), the two appraisers shall mutually agree as to the hiring of a third appraiser who shall deliver a report of value(s) as to the assets to be purchased or the real estate to be leased within 10 days thereafter. Said third appraiser shall determine a value not lower than the lowest previously calculated estimate of value(s) or higher than the highest previously calculated estimate of value(s) by the other two appraisers. Said Third Appraiser's estimate of Fair Market Value shall be binding on both Franchisor and the Franchisee.

2.52. **Trade Secret**. Any information about the System that is confidential, which may be explained in the Manuals or otherwise, and is not in the public domain, is a Trade Secret and protected under various US and state laws.

2.53. **Transferee**. A third party approved by Franchisor to purchase any Interest in you or any Franchisee Owner in connection with any transfer referred to in Section 20.

3. GRANT OF LICENSE; RENEWAL OPTIONS

3.1. **Grant of License**. Franchisor grants to you a limited, non-exclusive License to use the System and the Marks for the operation of one Store at the Site during the Term of this Agreement, subject to and pursuant to the terms and conditions set forth in this Agreement. You accept the License and agree to exercise your rights under this Agreement in accordance with the terms of the Agreement. If a "Permitted Site" is not identified in the Franchise Summary on the Effective Date of this Agreement, then you agree this license shall expire 6 months from the Effective Date unless you are provided a Permitted Site Letter by Franchisor within said 6-month time period. If this Agreement is executed to document the transfer of rights conveyed by a prior franchise agreement, this Agreement shall be modified by a transfer addendum identifying certain provisions not applicable to the transferee or necessary to meet the current circumstances, including an expiration date of the Agreement which is 10 years from the date of the execution of the previous franchise agreement under which the Store was being operated when the transfer occurred and an Initial Franchise Fee was paid.

3.2. **Our Commitment to You Concerning the Area of Responsibility and Exclusions**. During the term of this Agreement, we agree not to establish, and not to license any other person to establish, another Store at any location within the Area of Responsibility, except as otherwise provided in this Agreement (including for example, the provisions in Sections 3.2.1 - 3.2.6 below). Your Area of Responsibility is specified in the Franchise Summary, but your territorial protection does not extend to retail operations in Special Venues offered by us, as described in Section 3.2.2. We retain all other rights, and may, among other things, on any terms and conditions we deem advisable, and without granting you any rights in these matters, do any or all of the following:

3.2.1. We have the right to operate, and license others to operate, Stores at any location outside the Area of Responsibility, notwithstanding their proximity to the Area of Responsibility or the Site or their actual or threatened impact on sales at the Store.

3.2.2. We have the right to operate, and license others to operate, Stores and other food service businesses within any Special Venue inside or outside of your Area of Responsibility, regardless of their proximity to your Store or their actual or threatened impact on sales at your Store; provided that these Stores will not deliver food products outside the confines of the immediate building and adjoining structures of the venue.

3.2.3. We have the right to operate, and license others to operate, restaurants and other food service businesses that are not operated under the System and that do not use the Marks licensed to you under this Agreement, even if those businesses offer or sell products that are the same as or similar to the Products offered from the Franchise Business, whether those businesses are located inside or outside the Area of Responsibility, despite those businesses' proximity to the Site or their actual or threatened impact on sales at the Store.

3.2.4. We have the right to acquire and then operate any business of any kind, whether located inside or outside the Area of Responsibility, despite those businesses' proximity to the Site or their actual or threatened impact on sales at the Store provided such businesses do not use the Marks.

3.2.5. We have the right to sell and distribute (or license others to sell and distribute) directly or indirectly, any Products or proprietary items, as well as products identified by other trademarks, through retail and wholesale channels of distribution, including through supermarkets and convenience stores and through online sales, and to any account and at any location.

3.2.6. We and our franchisees have the right to enter into arrangements with, and to offer and sell menu items to, third-party delivery service providers, such as Door Dash Grub Hub and Uber Eats. These third-party service providers may service their own customers, wherever located, including in your Area of Responsibility and Delivery Area.

3.3. **Limits on Where You May Sell**. You may offer and sell Products only: (a) from the Franchise Business; (b) in accordance with the requirements of this Agreement and the procedures set forth in the Manual; and (c) to retail customers for personal consumption at the Store's premises, carry-out consumption, delivery or catering services. You agree not to offer or sell Products through any means other than those provided above; for example, you agree not to offer or sell Products from satellite locations, temporary locations, carts or kiosks, by use of catalogs, the Internet, or through any other digital format or print media without our prior written approval. You agree not to sell Products to retail establishments for re-sale, without our prior written consent.

3.4. **Delivery and Catering**. You agree to conduct all delivery activities in accordance with the procedures that we have specified in the Manual or otherwise in writing, and the revenue from those orders will be considered to be part of your Store's Net Royalty Sales. Among other things, you agree not to engage in catering or delivery services outside of the Area of Responsibility (or your Delivery Area, if we assign one to you) unless you have obtained our prior written consent as to each such proposed delivery order. By granting approval to any one or more proposals to provide catering or delivery service outside of your Area of Responsibility, we will not have waived our right to later approve or disapprove any other proposed catering or delivery services.

3.5. **Option to Renew**. If this document is a new license agreement, and not a renewal of a former Franchise Agreement, then you may, at your option, renew this License for up to 2 additional terms of 10 years each (a "Renewal Term") on the terms and conditions of our then current form of franchise agreement commencing upon the expiration of the Term, provided that:

3.5.1. You must have delivered to Franchisor written notice of your request to renew your Franchise, no earlier than 1 year or later than 6 months, prior to the expiration of the Term or the Renewal Term ("Renewal Notice Date");

3.5.2. You must maintain your Site, by providing notice of intent to renew and thereafter timely renewing your lease, remodeling your Store to the then current standards for new Stores including, but not limited to, replacement of any signage, equipment, store decor and other trade items required by Franchisor (all such required remodeling must be completed prior to the effective date of the renewal term). For such required remodeling, Franchisor agrees not to require you to spend within 5 years more than 25% of the average cost to construct a new Store as provided in your Franchise Disclosure Document;

3.5.3. You must have delivered satisfactory evidence, as part of the notice referred to in Section 3.5.1 above, that you have the right to remain in possession of the premises at which your Store is located for the duration of the Renewal Term;

3.5.4. You, and all of your Franchisee Owners, must have executed and delivered to Franchisor a general release of any and all claims against Franchisor and its Affiliates, in a form prescribed by us, accruing for all claims prior to the Effective Date of the Renewal Term;

3.5.5. You, and all of your Franchisee Owners, have executed and delivered to Franchisor the then-current form of Franchisor franchise agreement (and all related documents) then being offered to new franchisees, which shall supersede the terms of the Agreement in all respects, and which terms may differ substantially from the terms of the Agreement including, without limitation, increased Royalty Fees, Brand Development Fund, Geography Based Advertising Funds contributions, and other fees;

3.5.6. You must pay to Franchisor, contemporaneously with the execution of the agreement for the renewal option, a renewal fee equal to the greater of: (a) Six Thousand Two Hundred Fifty Dollars ($6,250); or (b) 25% of the then-current standard Initial Franchise Fee before any discounts, whichever sum is greater; and

3.5.7. You and all of your Franchisee Owners must be in Good Standing, and in compliance with the Renewal Requirements as are stated in the Manual at the time of your request.

3.6. **Further Options to Renew**. At the end of the Renewal Terms, if you and all of your Franchisee Owners are in Good Standing under this Agreement and any other agreement between you and your Franchisee Owners (and any Affiliates) and Franchisor and our Affiliates, then we will discuss with you additional renewal rights; provided that neither you nor we shall be under any obligation to one another with respect to the nature and detail of any such discussions, or as to whether or not to enter into an agreement for any additional terms or extensions of this Agreement.

3.7. **Interim Term**. If you do not timely renew this Agreement as required hereunder, but you continue to accept the benefits of this Agreement after the

expiration of the Term, then this Agreement may be treated either as: (i) expired as of the Term Ending Date listed in the Franchise Summary, with you then operating without a franchise to do so and in violation of our rights, or (ii) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior written notice of their intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you under Section 19.7 will be deemed to take effect upon the termination of the Interim Term. Except as otherwise permitted by this Section, you have no right to continue to operate the Franchise Business following the Term Ending Date.

4. FEES

4.1. **Initial Franchise Fee**. You agree to pay to Franchisor the sum as stated in the Franchise Summary as the Initial Franchise Fee and it is due and payable when you sign this Agreement. Subject to the provisions of Section 19.1 below, the Initial Franchise Fee shall be deemed fully earned and non-refundable upon the execution of this Agreement.

4.2. **Royalty Fee**. The Royalty Fee is initially set as a percentage of Net Royalty Sales as stated in the Franchise Summary, subject to and including any conditions or limitations noted therein. The Royalty Fees may be modified by Franchisor under the following conditions: (a) an increase is consistently applied across all franchisees on a system-wide basis (to the extent permitted by each franchise agreement); (b) an aggregate increase in the Royalty Fee rate will not exceed a total of six percent (6%) of Net Royalty Sales; (c) 90 days prior written notice must be provided to you. Franchisor may modify the Royalty Fee rate to a lower percentage and then increase the rate again to a rate established by Franchisor under this Agreement. All Royalty Fee modifications will continue until you are notified otherwise by Franchisor. If any of the Reduced Royalty Fee Conditions stated in the Franchise Summary are not met, then Franchisor may modify the Royalty Fee to its then-current standard Royalty Fee Rate, without notice to Franchisee.

4.2.1. You must sign and deliver to us, upon execution of this Agreement, the documents we require to authorize us to automatically debit your business checking account each week for the Royalty Fee and other amounts due from you. If you change your bank or bank account number, you agree to provide us with timely updated documentation to ensure there is no lapse in the EFT debit schedule.

4.2.2. You agree to install and maintain an approved POS system that provides the data for Net Royalty Sales and related information directly to Franchisor in order to assimilate and report Net Royalty Sales on a weekly basis. The sales data collected by Franchisor will be used to calculate Royalty Fees, advertising fees, and other fees payable to us or our Affiliates. We will debit your bank account for the proper amount of Royalty Fees, advertising fees and other fees in the amount you owe to us, based on the sales data collected. If the Net

Royalty Sales data is not collected for any reason, we can debit your bank account on the designated day in an amount estimated based on the previous Royalty Fee, Advertising amount.

4.2.3. At the end of each Accounting Period, Net Royalty Sales and all fees and charges will be reconciled. Any outstanding adjustments, whether debits or credits, will be included with the ACH for the final week at the Period close.

4.2.4. We can require you to pay all fees and other charges by means other than EFT (e.g., by check) whenever we deem appropriate, and you must comply with our payment instructions.

4.2.5. Franchisor may from time to time, in its sole discretion, expand, contract or change the structure of any or all Accounting Periods.

4.3. **Performance Deficiencies Service Fee**. The value of the Marco's Brand and the System depends on all Stores and personnel maintaining the highest level of performance standards and compliance with all policies, procedures, and promotions set out in the Manual. If, as a result of a Store visit, we identify one or more areas that require remedial measures, and you fail to perform the remedial measures within the time period noted within the operational action plan, you will be charged $500. If the deficiency could potentially result in a serious health exposure to customers or your employees, or if failure to correct the deficiency could result in a material negative impact on the Marco's System ("Extreme Deficiency"), we need not provide you more than 48 hours to correct any Extreme Deficiency before the Performance Deficiencies Service Fee is charged to you. Otherwise, we will provide you a reasonable time to correct the deficiency, not to exceed 30 days, before the Performance Deficiencies Service Fee is charged to you.

4.4. **Interest and Additional Expense Fee on Late Payments**. All amounts that you owe to Franchisor or any of its Affiliates pursuant to this Agreement shall bear interest after their due date at the highest applicable legal rate for open account business credit, not to exceed 1.5% per Accounting Period.

4.4.1. You acknowledge that acceptance of late payments and interest by Franchisor does not constitute Franchisor agreement to accept future payments after they are due or a commitment by Franchisor to extend credit to or otherwise finance your operation of the Store. Further, you acknowledge that failure to pay any amounts when due shall constitute grounds for termination of this Agreement as provided in Section 19.3, notwithstanding the provisions of this section.

4.4.2. In addition to interest as provided above, Franchisor may charge you an Additional Expense Fee on late payments of 5% of the amount due for any amounts not paid within 10 business days of the due date. The parties hereto agree that such late fees are to compensate Franchisor for its additional expenses incurred due to such late payments.

E-17

4.5. **Payment by Electronic Funds Transfer (EFT)**. You agree to participate in an electronic funds transfer program authorizing Franchisor or any of its Affiliates to utilize a weekly pre-authorized bank draft system to facilitate the payment of all Royalty Fees and other fees due and payable to Franchisor or its Affiliates pursuant to the terms of this Agreement or any other agreement between Franchisor or its Affiliates and you. The most common program utilized by the Franchisor is often called "ACH", which stands for a US Federal Reserve Banking system called the "Automated Clearing House" system (although we reserve the right to adopt a program other than ACH if we deem it necessary or more efficient).

4.5.1. In addition, we may specify a periodic amount for regular transfer to our accounts based on past reports of Net Royalty Sales and reasonable expectations of Royalty Fees and other amounts to become due from you. We may, in our discretion, require that you participate in an Electronic Reporting and Electronic Signature program for any information required to be reported by you under this Agreement.

4.5.2. You agree to execute the attached Authorization Agreement for Direct Withdrawals and to reasonably provide Franchisor with notice of any changes in your banking relationships in order to faithfully comply with the requirements of this section. You agree that your failure to permit us to draft funds from your bank account shall be a default as if non-payment of any such obligation for which we are due and permitted payment hereunder.

4.5.3. If funds are not available at the time the ACH is drafted, you will be charged a $35 non-sufficient funds fee for each occurrence. The Interest and Additional Expense Fee will be charged where applicable.

4.6. **Grant of Security Interest**. For valuable consideration, as security for the payment of all amounts owing by you to Franchisor or its Affiliates under this Agreement and any other agreements, and performance of all of the obligations to be performed by you, you hereby grant to Franchisor and its Affiliates a security interest in the Collateral. You warrant and represent that the security interest granted is a first-priority security interest, except as Franchisor may otherwise agree in writing.

4.6.1. You agree not to remove the Collateral or any portion thereof without the prior written consent of Franchisor. Upon the occurrence of any event entitling termination of this Agreement or any other agreement with Franchisor or any of its Affiliates, Franchisor and its Affiliates shall have the rights and remedies of a secured party under the Uniform Commercial Code of the jurisdiction in which the Store is located, including, without limitation, the right to take possession of the Collateral.

4.6.2. You agree to execute and deliver to Franchisor financing statements or such other documents as Franchisor reasonably deems necessary to perfect security interests in the Collateral within 10 days of receipt by you of such documents from Franchisor. You irrevocably and unconditionally appoint

Franchisor and Franchisor designees as your true and lawful attorneys-in-fact to act in your name and place to execute, deliver and file all financing statements or such other documents as Franchisor deems reasonably necessary to perfect Franchisor security interest in the Collateral. You irrevocably and unconditionally grant to Franchisor and its designees, as its attorney-in-fact, full power and authority to perform every act necessary to be done in the exercise of the foregoing power as fully as you could do if personally present or acting, with full power of substitution, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue of this appointment. This power of attorney is coupled with an interest and is irrevocable prior to the full performance of the obligations of you and all Franchisee Owners.

4.7. **Web Based Training**. You agree to participate in Franchisor's web-based training system. Such system is presently known as "Marco's University" but may be changed in the future. You agree to pay us the apportioned fee we charge each franchisee for this system as part of the Technology Fee or otherwise as we assess you. As we identify additional applications and technical services, we reserve the right to increase the fees for such services.

4.8. **Gift Cards**. You agree to participate in any Gift Card Program which we so designate, provided the costs of such are commercially reasonable. You agree not to sell from your Store, or on the internet, or in any other manner, any gift cards or other Store value tokens, certificates or cards which are not approved by us.

5. ACKNOWLEDGMENTS AND REPRESENTATIONS

5.1. **Independent Investigation**. You and each Franchisee Owner have conducted an independent investigation of the business contemplated by this Agreement.

5.2. **No Conflicting Representations**. You and each Franchisee Owner acknowledge that each of you has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees or agents about the business contemplated by this Agreement that are contrary to the terms of this Agreement.

5.3. **No Misrepresentations**. You and each Franchisee Owner represent and warrant to Franchisor that:

5.3.1. Neither you nor any Franchisee Owner has made any untrue statement of any material fact or has omitted to state any material fact in obtaining the rights granted hereunder.

5.3.2. Neither you nor any Franchisee Owner has any direct or indirect legal or beneficial interest in any business that may be deemed a competitive business, except as otherwise completely and accurately disclosed in your franchise application.

5.3.3. The execution and performance of this Agreement will not violate any other agreement to which you or any Franchisee Owner may be bound. You and each Franchisee Owner acknowledge that the franchise application has been approved in reliance on all of the statements made by you and any Franchisee Owner in connection therewith.

5.4. **Receipt of Agreement and Franchise Disclosure Document**. You and each Franchisee Owner acknowledge that each of you has received this Agreement at least 7 days before signing it, including the attachments hereto, and the complete and current Franchise Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission, and any applicable state laws and regulations, regarding the "Marco's Pizza" franchise at least 14 days prior to the date on which this Agreement was executed. **No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.**

5.5. **Different Agreements**. You acknowledge that you have been made aware of the fact that some franchisees of Franchisor may operate under different forms of franchise agreements and, consequently, that Franchisor obligations and rights in respect to its various franchisees may differ materially in certain circumstances.

5.6. **Confidential Information**. Both you and Franchisor understand and respect the need to keep private all Confidential Information about each other, and agree not to share, discuss, or divulge such information to others without the permission of the other party. You understand and agree that Franchisor has a business need to know and understand local sales, product mix, coupon usage, and other information about your business in order to maximize sales and marketing efficiencies.

5.6.1. You agree that you will take any steps Franchisor feels reasonably necessary to provide such information to Franchisor, including, but not limited to, Franchisor access to your point of sale computer data. Further, you grant all your suppliers a license to provide any such information relating to your business to Franchisor without any additional notice or agreement.

5.6.2. You further understand that in addition to the aforesaid understanding and agreement concerning Franchisor confidential information, certain Franchisor confidential information is protected as a Trade Secret. Trade Secrets are protected under various US and state laws, and that unauthorized divulging of such information may result in substantial penalties.

5.7. **Anti-Terrorism Laws**. You and the Franchisee Owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, you and your Franchisee Owners certify, represent, and warrant that none of your respective property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that neither you nor any of your Franchisee Owners are otherwise in violation of any of the Anti-Terrorism Laws.

5.7.1. For the purposes of this Section 5.7, the term "Anti-Terrorism Laws" shall mean Executive Order 13224 issued by the President of the United States ("Executive Order 13224"), the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT ACT, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control, and any other government agency with jurisdiction over the parties to this Agreement and/or their actions) addressing or in any way relating to terrorist acts and/or acts of war.

5.7.2. You and your Franchisee Owners certify that none of you or your respective employees, or anyone associated with any of you is listed in the Annex to Executive Order 13224 (the "Annex"), which is available at: <http://www.treas.gov/offices/enforcement/ofac/sdn/>. You agree not to knowingly hire any individual who is listed in the Annex (or, if he or she is already employed, retain the employment of that individual). You also agree not to knowingly: (a) establish a new relationship with a person as an employee, principal, banker, or otherwise who is listed in the Annex (whether or not Franchisor has consented to a transfer involving such new principal); and (b) maintain a business relationship (whether with an employee, a principal, banker, or otherwise) with a person who is added to the Annex.

5.7.3. You certify that you have no knowledge or information that, if generally known, would result in you and/or your Franchisee Owners, employees, or anyone else associated with you to be listed in the Annex to Executive Order 13224.

5.7.4. You understand that you are solely responsible for ascertaining what actions you must take to comply with the Anti-Terrorism Laws, and you further acknowledge and agree that your indemnification responsibilities set forth in Section 18.1 of this Agreement also apply to your obligations under this Section 5.7.

5.7.5. Any misrepresentation by you under this Section or any violation of the Anti-Terrorism Laws by you, your Franchisee Owners, employees, and/or

your respective Affiliates shall constitute grounds for immediate termination of this Agreement, and any other Agreement you have entered into with Franchisor or one of Franchisor Affiliates.

5.8. **Area Representative**. Franchisor utilizes a relationship with parties know as Area Representatives within a defined territory that permits the holder, to assist in the selling of franchises for Marco's Pizza stores. In addition, the Area Representative also agrees to perform the servicing of such Stores in compliance with what is required of Franchisor in the Stores franchise agreement and Manuals. All Area Representatives are Independent Contractors and must complete a training program to our satisfaction before they are permitted to assume their duties. We compensate the Area Representatives for services rendered by paying them a percentage of the Initial Franchise Fee and a percentage of normal on-going royalty fees collected. Area Representatives do not collect these fees directly and do not share in any payments you make for advertising fund contributions.

5.8.1. You and each Franchisee Owner acknowledge that if your Store is located in a defined territory of an Area Representative, that a substantial amount of the services required to be provided to you by Franchisor may be provided by an Area Representative who is not an employee of ours. Franchisor remains obligated to you for the performance of its obligations under this Agreement even when such of its required services are provided by the Area Representative.

5.8.2. You and each Franchisee Owner further acknowledge and agree that you will permit the Area Representative and its approved employees the same access to your store and all store data, no matter where maintained, for inspections and other permitted store visits under this Agreement as if the Area Representative were our employee. You agree not to claim any defense of in-adequate notice or other issue relating to an Area Representative in attempting to deny the Area Representative admittance in reasonable pursuit of its duties that are permitted or required of us in this Agreement.

5.8.3. You and each Franchisee Owner further acknowledge that Franchisor's liability for the actions of its Area Representatives are limited to those actions performed by the Area Representatives solely as a result of required obligations under this Agreement. Further, you agree to seek damages solely from the Area Representative and to hold us harmless for any action, omission, error, either oral or in performance by an Area Representative which: a) is contrary to law or public policy, b) is inconsistent with any Manual or other written direction or policy of ours, c) related in whole or in part due to a commercial relationship you enter into with the Area Representative directly.

5.9. **Financial Condition**. You and each Franchisee Owner acknowledge and agree that at all times during the Term of this Agreement, you are required to maintain a net worth and liquidity at least equal to Franchisor's then-current minimum net worth and liquidity requirements for franchisees. You must notify Franchisor immediately in

the event you or any Franchisee Owner suffers any material adverse change in financial condition at any time (including creditworthiness, pending or active bankruptcy, or when your net worth and liquidity fall below the required minimum amount). Additionally, you and each Franchisee Owner expressly agree that Franchisor is authorized to conduct periodic background checks and credit checks on you and any Franchisee Owner for the purpose of verifying your financial condition and other pertinent information about you.

6. GUARANTY OF PERFORMANCE BY FRANCHISEE OWNERS

6.1. If you are a corporation or partnership, each Franchisee Owner shall complete, execute and deliver the Guaranty attached as Exhibit "A" contemporaneously with the execution and delivery of this Agreement. Execution and delivery of the guaranty shall not diminish your primary, joint and several obligations under this Agreement.

7. SITE SELECTION

7.1. **Site Acquisition**. If no location is indicated on the Summary Page for a specific Site, you agree, subject to the terms of this Agreement, to acquire a suitable Site that has been approved by Franchisor for operation of the Store, within 180 days from the Effective Date.

7.2. **Franchisor Assistance in Site Acquisition**. Franchisee will be responsible for purchasing or leasing a suitable site for the Store within the Site Selection Area, working with a real estate broker approved by Franchisor. Prior to the acquisition by lease or purchase of any site for the Store, Franchisee shall submit a description of the proposed site to Franchisor, together with a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the proposed site. If Franchisor does not provide written notice of its approval or disapproval of the proposed site within fifteen (15) Business Days, then such request shall be deemed disapproved. A map of the site's Area of Responsibility will be drawn by Franchisor and attached to this Agreement as an amendment to it upon Franchisee's execution of a lease of the Premises or a contract to purchase the Premises.

7.3. **Franchisor's Permission; No Warranty**. Neither Franchisor's permission to develop a Site, nor any information communicated by us to you regarding our standard site selection criteria for stores nor publicly available data for the Site constitutes a warranty or representation of any kind, expressed or implied, as to the suitability of the Site for a Store or that you can expect to achieve a particular level of sales or profits from operating a Store at the Site. Franchisor's permission to operate at the Site merely signifies that we are willing to grant a franchise for a Store at that location. Your decision to develop and operate a Store at the Site is based solely on your own independent investigation of the suitability of the Site.

7.4. **Franchisee Release of Franchisor**. In consideration of Franchisor's permission for the Site, you and each Franchisee Owner release Franchisor and its Affiliates, officers, directors, employees and agents from any and all loss, damages and liability arising from or in connection with the selection or permission for the Site for development as a Store and agree to hold said released parties harmless for such Site permission. In connection with your proposed site for the operation of your Store, you acknowledge and agree that:

7.4.1. Whether you choose to proceed ahead with a particular site depends on your confidence in the site after completing your analysis, carefully investigating all of the concerns (in addition to any raised by Franchisor), and investigating whether proper signage can be used at the Site. If you decide to proceed ahead with a proposed site, you will still have to determine whether you can obtain a lease on favorable terms.

7.4.2. There is no way to know whether a particular Site is likely to be successful or not, or whether you have considered every important factor. Factors you cannot predict may also play a role (for example, a construction project that impedes the flow of traffic).

7.4.3. If you decide to go ahead with a proposed site and Franchisor provides "permission" for that site, you should know that our "go ahead" or even our "permission" does not mean that we have reached any conclusion as to whether or not you will be successful at this site. The review we conduct is for our own benefit just to make sure that a site meets certain selection characteristics.

7.4.4. Our review and permission for the proposed site, rental rate and other occupancy terms is not a recommendation or endorsement, and obviously not a guarantee that the site or lease terms are suitable. You are responsible for making the decision and you must take the steps you think are needed to determine whether the site is beneficial to you and whether the terms of the proposed lease make sense.

7.4.5. You understand and agree that by virtue of utilizing our business model to open the Store, we will make an intangible investment in the location for which a value cannot be calculated. As a result, and in order to protect that investment, you agree to lease the premises for the Store, using the Marco's Pizza Standard Lease Rider.

7.4.6. The Marco's Pizza Standard Lease Rider is used on all leases and must be made a part of the lease and provided to us for our execution at the time of execution of the lease. We agree to not charge you any fees for leasing using the Marco's Pizza Standard Lease Rider.

7.5. **Franchisor Right to Occupancy for Owned Site**. If you desire to own the real estate at which the Store is located, or if you purchase the real estate at which

the Store is located, you agree to provide us with any documentation which we reasonably require which would permit us or our designee to obtain occupancy of the premises upon the termination or expiration of the Agreement. Such occupancy would provide for us to lease the premises at fair market value for an initial term of 5 years and at least 1 renewal term of 5 years, using a standard commercial real estate lease form offered by a local Board of Realtors or similar association in your state, or reasonable equivalent to that form. You agree that the lease will be amended by the Marco's Pizza Standard Lease Rider currently in effect at such time. The rental provided in the lease, as applicable, will be determined by the for the Fair Market Value Appraiser of the Purchased Assets, if Franchisor and you are unable to agree upon terms within 15 days after receipt of the Franchisor notice of intent to exercise this right.

7.6. **Permitted Site Letter**. If no address is listed in the Franchise Summary as the Permitted Site to designate the location of the Site, within 120 days after the execution of this Agreement, you agree to submit to Franchisor, in the form specified by Franchisor, a completed Site acquisition request form prescribed by Franchisor and contained in the Manuals, and such other information or materials as Franchisor may reasonably require, together with an option contract, letter of intent, or other evidence satisfactory to Franchisor which confirms your favorable prospects for obtaining the Site. Franchisor and Franchisee mutually agree that time is of the essence. Franchisor shall have 10 days after receipt of all requested information and materials from you to permit or deny, in Franchisor's sole discretion, the proposed Site as the location for the Store. In the event Franchisor does not permit a proposed Site by written notice to you within said 10 days, such Site shall be deemed denied. Upon our permission for a Site, both the Franchisor and Franchisee will document their mutual acceptance of such Site through a site approval letter provided by Franchisor ("Permitted Site Letter") and such Site shall be the permitted Site.

7.7. **Cross Default of Lease and Franchise Agreement**. Franchisee understands, acknowledges, and agrees, that any default of its lease that is not remedied within the terms of said lease, or in the event that the underlying real estate lease is in a state of default due to any non-payment or other action by Franchisee that not remedied within the terms of cure of said underlying real estate lease, then such default(s) are cause for default and immediate termination of this Agreement.

7.8. **Lease Document Requirements**. Franchisee will submit to Franchisor the proposed terms of the underlying real estate lease for the Site for its review and possible editing prior to making any binding commitments for said Site to the owner of said Site. You understand and agree that by virtue of utilizing our business model to open the Store, we will make an intangible investment in the location for which a value cannot be calculated. As a result, and in order to protect that investment, you agree to lease the premises for the Store using the Marco's Pizza Standard Lease Rider, which must be provided to us for our execution at the time of execution of the lease.

7.8.1. You agree not to execute any lease in your name for the Store that is not amended by the Marco's Pizza Standard Lease Rider.

7.8.2. You agree not to make any deletions or changes to the language in the Marco's Pizza Standard Lease Rider without our prior approval. You understand we have the right to reject any lease or lease rider or amendment which does not have sufficient protections for us, in our sole discretion, for our intangible investment in the Store.

7.8.3. You agree to provide us with a copy of the fully executed lease for the Site, including the Marco's Pizza Standard Lease Rider, promptly upon execution for our records.

7.8.4. You agree to promptly provide us with fully executed copies for our records of all amendments, addenda, attachments, and exhibits to the lease that are executed from time to time during the Term.

7.9. **Location Restriction**. You may only operate the Store at the permitted Site. You may not relocate the Store without Franchisor prior written consent. If the underlying real estate lease for the Site expires or terminates for reasons other than your fault or negligence, or if the Site is destroyed as the result of casualty loss or condemned pursuant to eminent domain proceedings, or in Franchisor judgment is otherwise rendered unsuitable for operation of a Store, we will consent to the relocation of the Store to an alternate Site, subject to the following conditions:

7.9.1. The alternate Site must comply with our site selection criteria and be permitted in writing by Franchisor;

7.9.2. The alternate Site must not infringe upon any other Store's Area of Responsibility; and

7.9.3. You must commence full-time operation of the Store at the alternate Site within 180 days following the date that the Store ceases to operate at the Site.

7.9.4. You will bear all costs associated with any such relocation. In addition, you agree to pay Franchisor a relocation fee to reimburse us for the costs we incur in connection with any proposed or actual relocation of the Store. The relocation fee shall be equal to $10,000 or 1/3 of the then-current Initial Franchise Fee, whichever is greater. If the alternate Site is within the same Delivery Area of the existing Store, the relocation fee will be waived.

7.10. **Store Development-Decor**. Franchisor shall provide you with general design and decor plans and a basic layout for the Equipment to be installed at the Store. These plans shall include dimensions, exterior design, materials, interior layout, and Equipment plans, and decorating specifications. Subject to our approval, you may modify our basic plans and specifications only to the extent required to comply with various applicable local ordinances, building codes and permit requirements. You agree to use only the architect(s) that we have approved in advance to complete the plans and submit permits as required under Section 9.1. We must approve all final drawings

and specifications drafted by the architect and once approved you must construct and finish the Store according to the drawings we approve. You will provide us with a certificate from the architect or general contractor that the building, as constructed, conforms to the approved drawings.

7.11. **Store Development-Equipment**. You shall purchase or lease Equipment meeting specifications provided by Franchisor only from an approved source. If you desire to purchase or lease any item of Equipment not previously approved by Franchisor, you will notify Franchisor and provide sufficient specifications, photographs, drawings or other information and samples, in order that Franchisor may determine whether the Equipment meets our specifications. Franchisor shall approve or disapprove any item of Equipment within a reasonable time. You shall not enter into an agreement to purchase unapproved Equipment without Franchisor prior written approval. From time to time, Franchisor may modify the types, brands or models of Equipment and you may not, after receipt of notice of such modification, reorder any type, brand or model of Equipment, which is no longer approved.

7.12. **Store Development-Assistance**. Franchisor shall render reasonable assistance to you in obtaining the Equipment and Supplies required by the Manuals; provided, however, any financing assistance as may be required shall be arranged by separate agreement between you and a lending institution of your choice.

7.13. **Maintenance**. You agree to maintain the Store, the Site and Equipment in good and serviceable condition meeting the maintenance standards set forth in the Manuals. You agree to replace worn out or obsolete Equipment and to repair and maintain the Site and the interior and exterior of the Store, including the parking lot. Upon your failure to maintain or replace the Store, or any Equipment to Franchisor satisfaction, Franchisor may enter the Store to perform the required maintenance or replacements. You agree to pay to Franchisor for any and all costs associated with such maintenance and repairs made by Franchisor, or contractors retained by Franchisor which shall become immediately due and payable upon your receipt of Franchisor invoice for such costs. Franchisor agrees not to require you to reimburse Franchisor for more than 25% of the average cost to construct a new Store as provided in your Franchise Disclosure Document for any such Maintenance under this Section within any 5-year period.

8. TRAINING AND INSTRUCTION

8.1. **Initial Training**. The Designated Franchise Operator must be proficient in comprehending and communicating (e.g., reading, writing, and speaking) in English and will commence and continue, until completion, the Franchisor initial training program scheduled by us. If your Designated Franchise Operator has previously completed the initial training program, we will provide to such Designated Franchise Operator the initial training we, in our sole discretion, deem appropriate, including supervisory training. If your Designated Franchise Operator does not register for training before the later of (i) 30 days after the Effective Date of this Franchise Agreement, or (ii) 15 days after you acquire possession of the premises in which the Store will be operated, we may

schedule a final training class, and if the Designated Franchise Operator does not begin the training as scheduled, terminate this Agreement upon written notice to you.

8.2. **Completion of Initial Training**. The Designated Franchise Operator must complete the initial training program to our satisfaction prior to opening the Store. If your Designated Franchise Operator fails to complete the initial training program to our satisfaction, or if we, in our sole discretion at any time, determine that your Designated Franchise Operator is not capable of satisfactorily completing the initial training program, then we may, in our sole discretion, terminate this Agreement upon written notice to you. Franchisor will not terminate this Agreement without providing you an opportunity to designate (one-time) an alternative Designated Franchise Operator within 30 days from the date which we determine the initial Designated Franchise Operator is unacceptable. Franchisor will not charge for training for the alternative Designated Franchise Operator.

8.3. **Expenses of Training**. You shall bear all cost of travel, living expenses and compensation, registration fees, and any other expenses of the Designated Franchise Operator during the duration of any training program.

8.4. **Initial Training Program**. Franchisor will provide various training and instruction related to the operations of your store and conduct the initial training program. The initial training program shall consist of eight (8) weeks at our training center in Toledo, Ohio and at a certified training store at a location we deem appropriate. You must comply with all additional training requirements as reasonably instructed by Franchisor.

8.5. **Continuous Training**. You shall, upon opening the Store for business, implement and maintain a continuous training program for your employees in accordance with applicable training standards and procedures prescribed by Franchisor in the Manuals or any subsequently published notices or memorandum. All team members at the store must be successfully trained for the position for which they serve. You shall purchase from Franchisor and utilize all training aids which we may require from time to time, including printed or digital format materials. You may not employ in a position any employee who fails to successfully complete training for the designated position. If any Designated Franchise Operator is terminated or relinquishes his responsibilities for the Franchise Business, for any reason whatsoever, then you shall appoint a replacement Designated Franchise Operator. Such replacement must be enrolled in our training program within 30 days after the end of the former Designated Franchise Operator's responsibilities, and timely complete the training program as required thereunder.

8.6. **Designated Above the Store Leader**. If you or one or more affiliate(s) (a corporation, partnership, or limited liability company with common ownership of more than 50% of this franchise) operate multiple Marco's Stores, then you shall, before opening a fourth store, appoint an "above store leader," which could be an Owner of the Stores, to complete to our sole satisfaction an additional training program at your sole cost and expense and thereafter oversee all Stores that you or your affiliate(s) operate

("Designated Above Store Leader"). We will require you to provide us with your business plan to manage store operations and demonstrate to our sole satisfaction that you or the Designated Above Store Leader are prepared to oversee four or more stores.

9. STORE COMPLETION AND OPENING

9.1. **Permits and Construction**. You must obtain all required zoning changes and permits; all required building, utility, health department, and sign permits; and any other permits required to open and operate the Store at the Site. You shall be responsible for the construction and/or remodeling of the Store and the installation of all Equipment. All construction, materials and Equipment shall fully comply with plans and specifications previously approved by Franchisor, as well as all applicable local ordinances, building codes and permit requirements. You agree to use only a general contractor approved in advance by us to perform the build-out and construction work for the Store.

9.2. **Completion and Opening of Store**. You agree to complete construction or remodeling of the Store and open for business within the earlier of (a) 120 days after receiving your building permits for the Site or (b) 10 days after obtaining the certificate of occupancy for the Store, in any event not to exceed ~~270~~365 days following the Effective Date.

9.2.1. If you have not successfully completed all of our requirements, and/or have not completed construction and opened the Store within the required timeframe, then we may, in our sole discretion, require you to pay Franchisor a weekly fee ("Delayed Opening Fee") equal to 90% of the weekly Average System-wide Sales (as defined in Franchisor's then-current Franchise Disclosure Document for the previous fiscal year), multiplied by 5.5%, for each week that the Store's opening is delayed beyond the required timeframe. The Delayed Opening Fee will be paid until such time as Franchisee meets all requirements and opens the Store for business, or 3 Accounting Periods, whichever time is lesser.

9.2.2. If you have not opened the Store within those 3 Accounting Periods, then Franchisor may, in its sole discretion, terminate this Agreement and the License granted herein effective upon your receipt of written notice, in which event Franchisor shall be released from all obligations hereunder.

9.2.3. If the Store is developed pursuant to an Area Development Agreement, the Delayed Opening Fee will not be charged if such Developer has elected to pay the Continuation Fee in connection with this Store.

9.3. **Store Opening Authorization**. You agree not to open or attempt to open the Store or to use the Marks until Franchisor issues a Store Opening Authorization Certificate ("Store Opening Certificate"). You understand and acknowledge that the Store Opening Authorization shall not be issued by Franchisor until you have demonstrated, to Franchisor satisfaction, the following:

9.3.1. Knowledge and skill in the use and operation of the System;

9.3.2. Successful completion of all training required by Franchisor; and

9.3.3. Completion of such store improvements, store layouts and trade dress in accordance with Franchisor standards.

9.4. **Limits on Our Approval of Plans**. You and any Franchisee Owner acknowledge that there shall be no liability on the part of Franchisor to you, any Franchisee Owner or any of your respective successors as the result of our approval of the plans and specifications or the issuance of the Store Opening Certificate.

10. CONTINUING ASSISTANCE

10.1. **Franchisor Assistance**. Franchisor shall provide continuing advice, guidance and assistance to you, as we determine to be reasonably necessary with respect to the System. Such guidance, at our discretion, will be furnished in the form of directives, Manual updates, bulletins and other written materials, consultations by telephone or in person, or by any other means of communications.

10.2. **Additional Training**. Franchisor shall furnish additional training courses that we make available from time to time to you and your employees on an "as available" basis, upon our then-current terms for providing such additional training (including but not limited to your payment of our then-current fees for such training). You may be required to complete certain additional training courses by Franchisor if you meet the criteria established for such courses.

10.3. **Operating Problems**. Franchisor may advise you of operating problems encountered during any inspection of the Store or through reports, which you submit to us.

10.4. **On-Site Assistance**. If the Store is not the first Store which you have operated and we determine that you require assistance beyond that which is provided in the initial training program, then Franchisor may, in its sole discretion, provide supplemental on-site assistance to you for a period not to exceed two (2) weeks. Any such supplemental assistance shall be provided at your cost and include your agreement to pay us an amount to compensate us for our staff's salaries, travel, lodging and all other reasonable expenses. All such fees shall be immediately due and payable to us upon presentation of our invoice for such services.

10.5. **Charges for Supplies or Supplemental Services**. Franchisor reserves the right to impose reasonable charges for Supplies and supplemental services, including extraordinary operating assistance, which we, in our sole judgment, deem necessary or appropriate in order to ensure that the Store will be operated in accordance with terms of this Agreement.

11. ADVERTISING AND PROMOTION

11.1. **Advertising and Promotion**. Franchisor shall, from time to time, formulate, develop, produce, and conduct advertising and promotional programs. We shall determine, in our sole discretion, the content and format of all advertising and promotional programs and the geographic territories and market areas for such programs. You shall not use any marketing or advertising materials without our prior approval, and otherwise conform to the Marco's Marketing Guidelines in the Manual.

11.1.1. You must spend a minimum of 7% of your Net Royalty Sales in the form of fees, payments, and expenditures related to our advertising, marketing and promotional programs. We will determine what percentage of required advertising related expenditure will be paid by you, and we will manage those expenditures through a combination of funds including the Brand Development Fund, various Geography Based Advertising Funds and Market Advertising Cooperative ("Ad Co-op") ("Total Marketing Spend").

11.1.2. As part of your Total Marketing Spend, you may be required to contribute to an Ad Co-op and/or initiate advertising, marketing and promotional activities at your local Store level ("Local Store Marketing" or "LSM"). The combined amount of required advertising marketing and promotional expenditures for your Store, calculated as a percentage of your Net Royalty Sales, is summarized below.

11.2. **Brand Development Fund**. To fund the advertising and promotional programs established in Section 11.1, you must pay us an amount currently equal to 1% of Net Royalty Sales.

11.2.1. We have the right to increase the Brand Development Fund contribution up to a maximum of 1.5% of Net Royalty Sales. We will give you at least 90 days prior written notice if we choose to increase the required contribution. Brand Development Fund payments must be reported and paid to us at the same time and in the same manner that the Royalty Fees are reported and paid. The Brand Development Fund will not otherwise inure to our benefit. The Brand Development Fund is not and will not be our asset.

11.2.2. We have the right to determine how the Brand Development Fund will be allocated and spent, toward all activities of brand development, including but not limited to producing creative content for all national, regional and local marketing, designing and producing marketing materials, developing and maintaining social media and internet "web" sites, franchisee-accessible intranets, promotional activities, gift card programs, product development and consumer research, and any other program or activity we determine in our sole discretion will enhance the recognition and value of the brand. This fund may purchase media occasionally, but that is not the general purpose of the Brand Development Fund.

11.3. **Geography Based Advertising Funds**. You must contribute to a Geography Based Advertising Fund ("GBF") in amounts that we designate, but not to

exceed a total of 5.5% of the Net Royalty Sales of the Store. The designated GBF may be a National Advertising Fund or a Regional Advertising Fund, or you may be required to contribute to both. Currently, you must contribute 4% of the Net Royalty Sales of the Store to the National Advertising Fund. We may initiate a Geography Based Advertising Fund or change a region's boundaries upon 30 days prior written notice to you.

11.3.1. We may increase or decrease your Geography Based Advertising Fund payments upon 30 days prior written notice to you, but we cannot make your combined GBF payments greater than 5.5% of Your Net Royalty Sales. All modifications will continue in effect until we or our designee send you written notice of any change.

11.3.2. These Geography Based Advertising Funds support advertising, marketing and promotional programs throughout the United States or for a designated region, including the placement and purchase of advertising in various media. We have the exclusive right to determine how the National Advertising Fund and Regional Advertising Funds will be allocated, and spent, toward all advertising, marketing and promotional activities on a national or regional basis, respectively. The Geography Based Advertising Fund payments must be reported and paid to us or our designee, each Period. The National Advertising Fund will be available for use by us across the entire United States. We will spend all your Regional Advertising Fund contributions within the region where your Store is located. However, you understand that we have no obligation to ensure that you will benefit directly or on a proportionate basis with other stores from the placement of any type of Geography Based advertising, either nationally or regionally. It is our intention, but we are not required, to form a Regional Advertising Fund for any market area when a certain number of stores are established in that market to allow sufficient advertising efficiency and market penetration. The region boundaries may include all or part of a single DMA, or multiple DMAs.

11.4. **Advertising Cooperatives**. We may require that you join and participate in a Market Advertising Cooperative ("Ad Co-op") formed by the owners of a majority of the Marco's Pizza Stores located within the designated market where your Store is located. Before any Market Advertising Cooperative is formed, the by-laws of that organization must be submitted to us and we must approve them. Once approved and formed by the majority of the owners of the Marco's Pizza Stores in the designated market (including any Store owned by us or one of our affiliates), all Marco's Pizza Stores within the designated geographical area must participate. Any payment required by the membership of the Ad Co-op will be an obligation you must fulfill under the terms of this Agreement. All advertising, marketing and promotional activities of the Market Advertising Cooperative will be managed by the membership of each specific Ad Co-op according to the individual By-laws. We may determine that some, all or none of the contributions you make to an Ad Co-op will be allowed to fulfill a portion of the required payments to a Geography Based Advertising Fund other than the National Advertising Fund. If we do not require you to participate in any GBF, all amounts you contribute to an Ad Co-op will reduce the amount you must spend as Local Store Marketing.

11.5. **Local Store Marketing**. To the extent that your Total Marketing Spend (through contributions to Brand Development Fund, Geography Based Advertising Funds, and an Ad Co-op) is less than 7% of Net Royalty Sales, you will also be required to spend the remaining portion of the 7% of Net Royalty Sales of Your Store on advertising, marketing and promotional activities within the market and community where Your Store is located. The exact percentage is determined by the formula: 7% minus the amounts you pay to us for the Brand Development Fund, any Geography Based Advertising Fund you contribute to, and any amount we determine is allowable for your payments to an Ad Co-op. If we do not require you to participate in any GBF or Ad Co-op, you will be required to spend the remaining amount of the Total Marketing Spend for Local Store Marketing that you must manage.

11.5.1. Certain items that may be a benefit to the marketing of your Store are excluded for the calculation of the amount you spend for your Local Store Marketing requirement: (a) the value of any promotions and deductions (for example coupons, buy one-get one free) or other promotional allowances which are excluded from the definition of Net Royalty Sales; and (b) expenditures for supplies which bear any of the Marks (for example pizza boxes, uniforms, etc.)

11.5.2. You must submit evidence of all qualifying expenditures for local advertising, marketing and promotional activities to us on a quarterly basis. If you do not meet the Local Store Marketing requirement for any year, we may, immediately upon notice provided to you, assess you for any deficiency, which will be contributed, at our sole discretion, to the Brand Development Fund, any Geography Based Advertising Fund or Ad Co-op.

11.6. **Brand Launch Program**. You agree to participate in and pay for a Brand Launch Program (the "Brand Launch Program"). The standard Brand Launch Program Fee is $15,500 and covers the expected costs of marketing efforts related to your Store's initial opening. You agree to execute our standard Brand Launch Program marketing plan, unless we give our prior written consent for any variations or deviations from the plan. At the time you begin construction on the Store, you will pay us the total amount of $15,500. We will use these funds to pay for the Brand Launch Program activities for your benefit, including print marketing, public relations, social media, radio/out of home advertising, and Grand Opening launch kit materials. Once the creative materials are approved by us and ordered, we will distribute to each applicable vendor the total budgeted amount allocated to such vendor under the plan, for the purpose of paying all product/service provider invoices for which you are responsible. The full amount of the Brand Launch Program Fee will be used for marketing activities for your Store, so your payments are otherwise nonrefundable.

11.6.1. The Brand Launch Program is designed to help establish a base level of market awareness of your Store in your primary marketing area. This marketing area may be greater than your Area of Responsibility, but will not be greater than your Delivery Area. The Brand Launch Program covers the costs

of certain marketing tactics deployed prior to and concurrent with the Store's initial opening, such as print advertising, social media and public relations support, some digital media, and a grand opening launch kit containing various in-store promotional elements. Franchisor shall decide, in its sole discretion, the exact type of marketing tactics to be utilized in the Brand Launch Program and the dollar amounts allocated to each such tactic from the Brand Launch Program Fee. You may, with Franchisor's approval, select additional products or services, or choose to host a grand opening event; however, such selections are optional and are therefore not covered by the Brand Launch Program. All costs associated with any such additional selections shall be paid directly by you to the applicable product or service provider, upon receipt of their invoice.

11.6.2. You specifically agree that you will not attempt to open your Store until the total Brand Launch Program Fee has been paid in full, even if you experience unforeseen difficulties in closing the loan or obtaining other financing for your Store and that any such action on your part is grounds for immediate termination of this Agreement.

11.6.3. With respect to the reach of the Brand Launch Program, we mutually agree and understand that the program is designed to target a primary marketing area, which will be at least the size of your Area of Responsibility but not greater than your Delivery Area.

11.6.4. You understand and agree that we make no guarantee of sales projection and do not assume any responsibility or liability for any level of sales or profits for your store due to your participation in the Brand Launch Program. You further understand and agree that unless we are guilty of gross malfeasance in its conduct with respect to the safety and security of your funds or our conduct of your Brand Launch Program, you agree to indemnify and hold us harmless for the sales results of your Brand Launch Program because actual sales are a highly complex function of a large number of factors beyond our control which include but are not limited to the actual number of households in your targeted marketing and Delivery Area, customer's predilection to purchase pizza in general and Marco's Pizza in particular, the number and quality of other pizza competitors in your area, the price established for the products sold at the Store, the physical site characteristics of your Store, the number and type of other food service businesses in your area which compete for the food service dollar, the quality of products, service and image of your Store and the courtesy of your employees, and a number of other factors beyond our scope to control, organize or predict. You understand and agree that we would not have executed this Agreement with you were it not for your warranty stated in this Section.

11.6.5. If, within 8-12 Accounting Weeks of the Store's opening date, the Net Royalty Sales for the Store on a weekly basis do not achieve at least (a) 90% of the Average Weekly Sales for the DMA in which the Store is located, or (b) 90% of the Average Weekly Sales for the System, whichever is

lower, then we will evaluate the operational and marketing performance of the Store and develop an improvement plan which may include (in our sole discretion) a requirement for Franchisee to spend an additional amount up to $10,000 (for a total maximum required expenditure of $25,500) in additional marketing and advertising for the Store which has been approved in advance by Franchisor. Franchisee shall be responsible to directly pay such additional expenses to the applicable vendor(s). For purposes of this Section, "Average Weekly Sales" shall be determined as the weekly average of the sales for all Marco's Pizza® stores in the DMA or the System (as applicable) for the preceding 13 Accounting Periods.

11.7. **Franchisor's Review and Right to Approve All Proposed Marketing**. For all proposed advertising, marketing, and promotional plans, Franchisee (or the Geography Based Advertising Funds, where applicable) shall submit samples of such plans and materials to Franchisor (by means described in Section 21.12 below), for Franchisor's review and prior written approval. If written approval is not received by Franchisee or the Geography Based Advertising Funds from Franchisor within 15 days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved them. Franchisee acknowledges and agrees that any and all copyright in and to advertising, marketing materials, and promotional plans developed by or on behalf of Franchisee shall be the sole property of Franchisor, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision. For purposes of clarity, all media inquiries and interviews relating to the Store or the Marco's brand generally shall be deemed advertising and must be directed to us. With our prior approval and subject to any limitations or guidance provided by us, you may respond to the media inquiry or conduct the interview. Alternatively, we reserve the right to directly respond to the media inquiry or conduct the interview ourselves.

11.8. **Advertising Expenses**. All costs of the development and production of any such advertising and media promotion (including without limitation, the ratable compensation and indirect costs of employees of Franchisor who render services in the production and development of such advertising and promotional programs, (or by the administration of the funds used therefor) will be paid from the Brand Development Fund or Geography Based Advertising Funds as outlined below. Franchisor reserves the right to engage the services of an advertising source outside of Franchisor to develop, produce and conduct any and all advertising and promotional programs, with the cost of said services to be payable from the Brand Development Fund and/or the Geography Based Advertising Funds.

11.9. **Franchisor Discretion**. Franchisor shall have the right to determine, at its sole discretion, how Brand Development Funds and all of the Geography Based Advertising Funds shall be allocated and spent and to determine whether collection of the funds is required in advance of or following any advertising expenditures. You acknowledge and also understand further that Franchisor undertakes no obligation in

developing, implementing or administering such advertising efforts to ensure that amounts equal or proportionate to your fees paid to the Brand Development Fund are spent in developing marketing materials or in placement of advertising in the market area in which the Store is located, or that you will benefit directly or on a proportionate basis from the development or placement of any type of advertising.

11.9.1. Franchisor shall spend all your Regional Advertising Fund contributions within your DMA, however, you understand that Franchisor undertakes no obligation to ensure that you will benefit directly or on a proportionate basis with other stores from the placement of any type of such Regional Advertising Fund advertising expenditures within that DMA.

11.9.2. Except as otherwise expressly provided in this section, Franchisor assumes no direct or indirect liability or obligation with respect to the maintenance, discretion or administration of the Brand Development Fund or any of the Geography Based Advertising Funds, except to ensure the security of such funds. Franchisor may maintain the Brand Development Fund and/or any of the Geography Based Advertising Funds in bank accounts administered by separate advertising companies and does not act as Trustee or in any other fiduciary capacity with respect to any advertising fund.

11.9.3. We are not obligated to develop, implement or administer any advertising efforts to ensure that amounts equal or proportionate to your fees paid to the Brand Development Fund, any of the Geography Based Advertising Funds, or any amounts by us, are spent in developing marketing materials or in placement of advertising in the market area in which the Store is located, or that you will benefit directly or on a proportionate basis from the development or placement of any type of advertising. The Brand Development Fund and the Geography-Based Advertising Funds (including the National Advertising Fund) will not make expenditures principally to solicit new franchisees. We do not audit the Brand Development Fund or any Geography-Based Advertising Funds and do not make its financial records available to franchisees generally, but summaries of financial performance for the National Advertising Fund are provided to the appropriate franchisee council or association recognized by us. Summaries of financial performance for the Brand Development Fund may be provided to a franchisee upon request.

11.9.4. We are not obligated to maintain or administer the Brand Development Fund or any of the Geography Based Advertising Funds in any manner except to ensure the security of these funds. We may maintain the Brand Development Fund and any of the Geography Based Advertising Funds in bank accounts administered by us. The funds may be comingled with other of our monies, but the Brand Development Fund and all Geography Based Advertising Funds will be accounted for separately. We may engage separate advertising companies to hold and maintain the funds, and we do not act as trustee or in any other fiduciary capacity with regard to any advertising fund.

11.9.5. The Brand Development Fund and any Geography-Based Advertising Funds will not be our asset, and will not otherwise inure to our benefit. Although the Brand Development Fund and Geography-Based Advertising Funds are intended to be of perpetual duration, we maintain the right to terminate the Brand Development Fund and or any of the Geography-Based Advertising Funds. Such fund will not be terminated, however, until all monies in the applicable fund have been spent for marketing or promotional purposes.

11.10. **Restrictions on Local Mailings and Handouts**. You agree to restrict all mail and/or handout advertising to the Area of Responsibility, except as permitted by Franchisor per Section 12.13.3 below into areas that are not in the Area of Responsibility of another Store.

11.11. **Additional Marketing Expenditure Encouraged**. Franchisee understands and acknowledges that the required contributions and expenditures are minimum requirements only, and that Franchisee may, and is encouraged by Franchisor to expend additional funds for local marketing and promotion of a local nature which will focus on disseminating marketing directly related to Franchisee's Store.

11.12. **Technology**. Upon Franchisor's request, and as specified by Franchisor, Franchisee agrees to pay the amount of the Technology Fee stated in the Franchise Summary each Accounting Period for the cost of the Store's use of technology systems and services provided by Franchisor. You acknowledge and agree that the technological environment is rapidly changing and that it is difficult to anticipate the cost of developing, acquiring, implementing, and licensing, Internet, software, and communications technologies, including mobile apps, that may benefit franchisees and the System; thus, as we identify additional applications and technical services, or change or enhance any existing applications and services, Franchisor may increase the amount charged for the Technology Fee beyond what is currently stated in the Summary, as reasonably determined by us and effective immediately upon notice.

11.12.1. You will pay the Technology Fee to Franchisor in the manner specified, however, if you belong to a Geography Based Advertising Fund, a portion of this fee may be paid by that fund upon our approval. If your Store does not participate in a Geography Based Advertising Fund or if we do not approve payment by a Geography Based Advertising Fund to which you are required to contribute, then you must pay the entire Technology Fee, in the manner we specify, no later than the first day of each Accounting Period.

12. STANDARDS AND UNIFORMITY OF OPERATIONS

12.1. **Manuals**. In order to protect the reputation and goodwill of the System and to maintain the standards of operation under the Marks, you shall operate the Store in accordance with the various written instructions and confidential Manuals, including any amendments thereto, as Franchisor may publish in paper or digital format from time to time (the "Manuals"), all of which you acknowledge belong solely to Franchisor

and shall be on loan from Franchisor during the Term. When any provision of this Agreement requires that you comply with any standard, specification or requirement of Franchisor, unless otherwise indicated, such standard, specification, or requirement shall be such as set forth in this Agreement or as may from time to time, be set forth in the Manuals, or otherwise in writing by Franchisor. Franchisor shall have the right from time to time and in its sole discretion, to add to, delete from, and otherwise modify the Manuals, and to modify standards of service or quality of the System, the efficient operation of the Store, and advertising, marketing, or promotional programs to maintain the good will associated with the Marks, or to meet competition.

12.2. **Use of Manuals**. You will receive electronic access to the Manuals after the Franchise Agreement has been signed through digital format or our e-learning system. You agree that adherence to the System and the provisions of the Manuals are reasonable, necessary and essential to the image and success of all Stores.

12.3. **Compliance with Standards**. You agree to comply with all specifications, standards and operating procedures, rules, policies, and notices set forth in the Manuals, including without limitation, specifications, standards and operating procedures, rules, and notices relating to:

12.3.1. The safety, maintenance, cleanliness, sanitation, function and appearance of the Site and the Equipment;

12.3.2. Your qualifications, dress, grooming, general appearance and demeanor of you and all of your employees;

12.3.3. The menu items to be offered at the Store;

12.3.4. Quality, taste, portion control and uniformity, the manner of preparation, packaging and sale of all food and beverage products and all ingredients, Supplies and materials used in the preparation, packaging and sale thereof;

12.3.5. Methods and procedures relating to receiving, preparing and delivering customer orders;

12.3.6. Delivery services (including minimum and maximum distances);

12.3.7. Hours and days during which the Store will be open for business;

12.3.8. Advertising and promotion;

12.3.9. Use of standard forms;

12.3.10. Use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;

12.3.11. The handling of customer complaints;

12.3.12. The posting of signs identifying you as the owner of the Store in accordance with our requirements; and

12.3.13. The minimum, maximum, and other prices established by Franchisor for menu items, promotions, and services offered by the Store, to the extent allowed by applicable law. You expressly agree to honor all such pricing requirements by Franchisor.

12.4. **Confidentiality**. You shall, at all times, use your best efforts to keep the Manuals and all other materials, goods, and information created or used by Franchisor and designated for confidential use within the System and the information contained therein as confidential, and shall limit access to your employees on a need-to-know basis. You shall not, without Franchisor prior written consent, disclose, upload or share with any unapproved third party platform (including generative artificial intelligence technologies), use or permit the use of to copy, duplicate, record, transfer, transmit or otherwise reproduce such information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source. Any and all information, knowledge, and know-how not generally available outside of the System regarding Franchisor products, services, standards, procedures, techniques and such other information or material as Franchisor may designate as confidential shall be deemed confidential for the purposes of this Agreement.

12.5. **Maintaining Manuals**. You agree that the Manuals shall be kept securely at the Store. If you own more than one Store and maintain a separate office, one additional copy of the Manuals, if supplied by Franchisor, may be kept in that office. If we determine that your copy of the Manuals is incomplete or the Manuals are not located within the Store (or an additional copy at a separate office if you own more than one Store) then we may, at our election, require that you immediately update and obtain replacement Manuals from Franchisor. You agree to maintain all digital updates to the Manuals as provided by Franchisor.

12.6. **Improvements**. All ideas, concepts, methods, techniques useful to a food service business, whether or not constituting protectable intellectual property that you or your employees create, or that are created on your behalf, must be promptly disclosed to us. If we adopt any of them as part of the System, they will be deemed to be Franchisor sole and exclusive property and works made-for-hire for Franchisor. You and each Franchisee Owner agrees to sign whatever assignment or other documents Franchisor requests to evidence Franchisor ownership and to assist Franchisor in securing intellectual property rights in such ideas, concepts, techniques or materials.

12.7. **Supplies**. All Supplies must comply with the specifications and standards set forth in the Manuals and must be purchased from our approved supplier or distributor. To the extent feasible, Franchisor will issue minimum specifications for quality and uniformity of all Supplies.

12.8. **Proprietary Items and Recipes**. You agree, in order to maintain strict uniformity of taste throughout the System, to use only the proprietary items and recipes supplied by Franchisor or Franchisor's designated suppliers for preparing products sold at the Store.

12.9. **Qualification of Equipment and Supplies**. You agree to purchase or lease Equipment and Supplies only from suppliers designated or approved by us, which information may be communicated to you in the Manuals. Any Equipment or Supplies not previously approved by Franchisor as conforming to our specifications or quality standards must be submitted for testing by Franchisor and approved by Franchisor prior to use of any such Equipment or Supplies in the Store. Franchisor may waive, in the Manuals or otherwise in writing, the requirement for approval of certain Supplies, Equipment or suppliers, however, any such waiver may be retracted at any time by Franchisor, in which event all future purchases must comply with the requirement established by Franchisor. You acknowledge that our right to specify the suppliers that you may use is necessary and desirable for us to control the uniformity and quality of the System, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks.

12.10. **Examination of Suppliers**. Franchisor shall have the right, from time to time and without notice, to examine the facilities of any supplier and to test or inspect the Equipment, ingredients, materials or Supplies to determine whether they meet Franchisor standards and specifications. Franchisor shall have the right to charge fees for testing and evaluating proposed suppliers as a condition to approval of any supplier, Equipment or Supplies.

12.11. **Use of Marks**. You shall use only boxes, containers, and other paper and plastic products imprinted with the Marks as prescribed by Franchisor in the Manuals or otherwise in writing.

12.12. **Store Remodeling/Trade Dress Maintenance**. Prior to the sixth (6th) anniversary of this Agreement, you agree to perform such remodeling, trade dress maintenance necessary to meet current trade dress and equipment standards. Notwithstanding the foregoing, new equipment may be required at any time upon 90 days' notice in order to meet changes in Franchisor's product or service requirement. For such remodeling or equipment additions required, Franchisor agrees not to require you to spend within 5 years more than 25% of the average cost to construct a new Store as provided in your Franchise Disclosure Document.

12.12.1. Before any renewal of this Franchise Agreement and within every 10-year anniversary of the establishment of any store (even if you purchased the store and were not the original owner), every Store must be brought up to all current standards for equipment, trade dress, store décor and appearance of a "new" Store. For such remodeling, Franchisor agrees not to require you to spend more than 25% of the average cost to construct a new Store as provided in your Franchise Disclosure Document. These expenditures

are in addition to any expenditures you may have been required to make prior to the sixth (6th) anniversary of this Agreement. Evidence of such remodeling and renovation will be required for renewal of the Franchise Agreement.

12.12.2. Franchisees acknowledge and understand that failure to do so adhere to these image standards are grounds for non-renewal of the Franchise Agreement, or for non-issuance of any new franchise agreement for the site.

12.13. **Delivery Service**.

12.13.1. Vehicles. You agree to provide a sufficient number of vehicles and personnel to conduct delivery services to all customers located within the area assigned by Franchisor for the Store at all times during approved hours of operation, in conformance with the delivery standards and requirements as determined from time to time by Franchisor. You may do so through the use of vehicles owned and operated by your delivery driver employees (referred to as hired autos) and/or the use of third-party delivery services that have been approved by Franchisor. However, if we determine in our sole discretion that you are unable to meet our delivery service standards and requirements using those methods, then you agree to purchase or lease a suitable number of delivery vehicles for the Store.

12.13.2. Quality of Delivery Service. You further agree that in order to maintain the quality of service required of a Store, you will not offer delivery service to any customer whose order cannot be delivered safely and lawfully normally within approximately 30 minutes of the time when such order is placed, taking into consideration the then-existing weather and road conditions. In the event of inclement weather and the estimated delivery time exceeds 30 minutes, you shall honestly inform the customer of such and quote best estimates of such time before accepting the order for delivery. In no event shall Franchisor normal service standard of 30 minutes be utilized in any manner, except as a standard for delivery performance. You agree not to offer any “delivery time guarantee,” but you shall adequately staff and equip the Store with a suitable number of vehicles so as to offer competitive and timely delivery service.

12.13.3. Boundaries of Delivery Service. You must offer delivery service throughout the Delivery Area. Franchisor will not reduce your Delivery Area to anything less than the Area of Responsibility. Franchisor may, from time to time, grant to you a non-exclusive, revocable license to provide delivery services to specific areas outside of the Area of Responsibility. The expanded area beyond the Area of Responsibility may only be established in writing by the President or an authorized vice-president of Franchisor. You acknowledge that the license to provide delivery service to any expanded area is temporary in nature and may be revoked at any time by Franchisor; that your advertising and other marketing or service efforts in the expanded area accrue only to the benefit of Franchisor; and that your efforts within the expanded area do not entitle you to

any continuing rights in the expanded area, whatsoever. You also acknowledge and agree that Franchisor cannot prevent, and has no responsibility for, overlap or encroachment due to your or other franchisee's use of third-party delivery services, as provided in Section 3.26.

12.13.4. Delivery Area Map. You must purchase a digital map file from us containing the boundaries for the Delivery Area, if any, assigned to the Store. The file will be available in digital format and uploaded for use into the Store's point of sale system. You must pay us any fee associated with the purchase of the map file, and the fee is due and payable upon the commencement of construction of the Store.

12.14. **Operating Standards**.

12.14.1. You agree to devote your best efforts to operate the Store at maximum capacity and efficiency. You shall also maintain a high quality of work and services, provide suitable staffing and delivery vehicles, employ sufficient help to do same, and continuously remain open for business 7 days per week throughout the year, with the exception of certain holidays and during business hours as specified in the Manuals (except when the Store is rendered untenantable due to excessive casualty for a period not to exceed 120 days by reason of fire or other casualty).

12.14.2. You agree to perform such tasks as Franchisor deems reasonably necessary to adhere to the minimum performance standards established by Franchisor for the operation of the Store. You further agree to immediately correct any deficiencies in connection with the operation of the Store that may be disclosed in the course of any inspection, which we may conduct.

12.15. **Sole Operation**. If the Store is owned or operated by a corporation, a limited liability company or similar organization, such entity may not engage in any other line of business other than a Store, without the prior written consent of Franchisor.

12.16. **Approved Products and Relationship to Other Obligations**. You agree to only sell Approved Products. You are required to always sell pizza and all other products made in accordance with the specifications, processes, and procedures of the System. Unless otherwise provided to you in writing, you are required to sell all other Approved Products whose production specifications are contained in the Manuals unless you are restricted from doing so as a result of a legally binding non-competition agreement or other restriction which you had entered into prior to your execution of this Agreement. You agree to notify the Company in writing if you are subject to any restriction on the sale of any food products and the terms thereof prior to execution of this Agreement and unless the Company receives such notification, you warrant that you are not subject to any limitation on the sale of Approved Products. Upon your execution of this Agreement, you agree not to execute any other agreements which would have the effect of denying you the ability to sell Approved Products at your Store

without the prior written permission of Franchisor. You understand that Franchisor is relying on your covenants contained in this Section to avoid added expense and would not be entering into this Agreement with you were it not for the covenants you have given under this Section.

13. STORE MANAGEMENT AND OTHER OBLIGATIONS

13.1. **Responsibility for Franchise Operations**. The Designated Franchise Operator shall control and be responsible for all business activities of the Store. The Designated Franchise Operator may be replaced only with the written consent of Franchisor, which consent will not be unreasonably withheld, provided the replacement meets Franchisor's guidelines. The Designated Franchise Operator must undertake and successfully complete any initial or any future training required by Franchisor within the deadline for training completion established by Franchisor.

13.2. **Direct Supervision**. The Store shall be under the direct, on premises, supervision of the Designated Franchise Operator. At least 1 Designated Franchise Operator shall devote their entire working time (excluding reasonable vacation periods), which shall be no less than 40 hours per week, to maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with any dress code Franchisor may prescribe. The Franchisee Parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The Franchisee Parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for Franchisee or Franchisee's employees. Franchisee is exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging Franchisee's employees. Franchisee is exclusively responsible for labor relations with Franchisee's employees. You must notify your employees upon hire of the nature of the franchise relationship, and that you are their sole employer and Marco's Franchising, LLC is not their employer. You must also post a conspicuous notice for employees in the back-of-the-house area of the Store explaining your franchise relationship with us, and that you are the employee's sole employer and Marco's Franchising, LLC is not their employer. Franchisee shall defend, indemnify, and hold harmless Franchisor from and against all claims, liability, and damages arising out of or related to your employment practices and labor relations.

13.3. **Multiple Franchise Supervision**.

13.3.1. If you own more than 4 Stores, or have signed a Development Agreement, you must submit for Franchisor's approval an above-store supervisory infrastructure plan. The plan must include an appropriate number of Designated Franchise Operators (who are not serving as store-level management) to devote their entire time (as outlined above) to the supervision of the Stores. Each Designated Franchise Operator must satisfactorily complete such additional supervisory training as may be required

by Franchisor. Before opening a fourth store you will be required by us to have an "above store leader," which will require you to provide us with your business plan to manage store operations and demonstrate to us that you are prepared to oversee four or more stores and, additionally, you and others on your team, including Key Management Employees, may be required to participate in and complete to our satisfaction a training program at your sole cost and expense. You must have an approved plan in place at the time you sign an agreement for additional Stores, and the plan must be updated and re-submitted for Franchisor's approval upon (i) execution of an agreement for the sixth, eleventh, and sixteenth Stores, respectively, and (ii) periodically as needed or requested by Franchisor. Franchisor shall have the right at any time to disapprove or revoke approval for an infrastructure plan that, in its sole discretion, does not provide sufficient oversight to ensure all Stores operate in full compliance with the System.

13.3.2. Each Store shall be under the direct on-premises supervision of a manager at all times the Store is open for business, supervising and performing on premises store operation management duties. The Designated Franchise Operator shall accordingly supervise all such certified Store managers as defined in the Manuals.

13.4. **Non-Competition**.

13.4.1. During the Term of this Agreement, neither you nor any Franchisee Owner may (a) own, engage in, participate in, loan money to, consult for, assist, or have any direct or indirect interest in any other food service business where pizza represents more than 10% of the sales, (b) divert or attempt to divert any business or customer of the Store or of any Store under the System to any competitor of Franchisor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System, (c) unless released in writing by the Franchisor, employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee, area representative, or developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment, for employment with a competitor, (d) use or display any of the Marks in any manner other than expressly granted under this Agreement, which includes future trademarks, service marks, trade names and trade dress, as well as Franchisor's distinctive building designs and color schemes; (e) use any of the confidential information, recipes, ingredients, and/or specifications for food products, that were at any time developed by Franchisor (or Franchisee, or any other party) in connection with the System in any manner other than expressly granted under this Agreement; unless, with respect to ingredients or specifications for food products, Franchisee can demonstrate that the Franchisee Parties used such ingredients or specifications prior to any association with Franchisor; (f) use any of the operational aspects of the System, including food preparation methods, methods for inventory control, operational and business standards, computer hardware or software in any manner other than expressly granted under this Agreement; and (g) use, reproduce, and/or modify any of the Manuals, copyrighted materials, or other written specifications and standards authorized under the System for use in any manner other than expressly granted under this Agreement.

13.4.2. For a continuous two-year period following termination, expiration, or a transfer of this Agreement as set forth in Section 20.2 hereof, neither you nor any Franchisee Owner may (a) own, engage in, participate in, loan money to, consult for, assist, or have any direct or indirect interest in, any other business featuring the sale of more than 10% pizza products at your former Store location, within a 5-mile radius of your former Store location, or within a 5-mile radius of any Store then-operating under the System, (b) divert or attempt to divert any business or customer of the Store or of any Store under the System to any competitor of Franchisor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System, (c) unless released in writing by the Franchisor, employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or

her employment, for employment with a competitor (d) use or display any of the Marks in any manner, which includes future trademarks, service marks, trade names and trade dress, as well as Franchisor's distinctive building designs and color schemes; (e) use any of the confidential information, recipes, ingredients, and/or specifications for food products, that were at any time developed by Franchisor (or Franchisee, or any other party) in connection with the System in any manner; unless, with respect to ingredients or specifications for food products, Franchisee can demonstrate that the Franchisee Parties used such ingredients or specifications prior to any association with Franchisor; (f) use any of the operational aspects of the System, including food preparation methods, methods for inventory control, operational and business standards, computer hardware or software in any manner; and (g) use, reproduce, and/or modify any of the Manuals, copyrighted materials, or other written specifications and standards authorized under the System for use in any manner. This two-year restrictive period will be tolled during any period of noncompliance.

13.4.3. If you are a business entity (such as a corporation, limited liability company, or a partnership), you shall be engaged only in the business of operating Stores, and no other business without the prior written consent of Franchisor.

13.4.4. If you operate other food service businesses which are dine-in and/or carry out (subject, without limitation, to the restrictions in Sections 13.4.1, 13.4.2, and 13.4.3), you shall be permitted to continue to operate the other businesses during the term of the Franchise Agreement; provided, that in connection with any other businesses, you shall not:

(a) divert or attempt to divert any business or customer of the Store or of any Store under the System to any of the other businesses or to any competitor of Franchisor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(b) unless released in writing by the Franchisor, employ or seek to employ any person who is at that time employed by Franchisor or by any other franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment, for employment with a competitor ;

(c) use or display any of the Marks, which includes future trademarks, service marks, trade names and trade dress, as well as Franchisor's distinctive building designs and color schemes;

(d) use any of the confidential information, recipes, ingredients, and/or specifications for food products, that were at any time developed by Franchisor (or Franchisee, or any other party) in connection with

the System; unless, with respect to ingredients or specifications for food products, Franchisee can demonstrate that the Franchisee Parties used such ingredients or specifications prior to any association with Franchisor;

(e) use any of the operational aspects of the System, including food preparation methods, methods for inventory control, operational and business standards, computer hardware or software; and

(f) use, reproduce, and/or modify any of the Manuals, copyrighted materials, or other written specifications and standards authorized under the System for the operation of other businesses.

13.4.5. You and any Franchisee Owner agree that the covenants not to compete contained in this Agreement are fair and reasonable in light of all of the facts and circumstances relating to the grant of the License. The restrictions described in Sections 13.4.1. and 13.4.2. do not prohibit you or any Franchisee Owner from owning less than 5% of the shares of a publicly-traded company.

13.5. **Wholesale Sales to Retail Establishments**. You agree not to sell "Marco's Pizza" products to retail establishments for re-sale, without our prior written consent.

13.6. **Computer Systems and Software**. With respect to computer systems and required software:

13.6.1. We will have the right, at any time, to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Stores, including without limitation: (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Stores, between or among Stores, and between and among your Store and Franchisor, our designee and/or you; (b) POS Systems; (c) physical, digital format, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode (e.g., form of telecommunications connection) and speed (collectively, the "Computer System"). You are required to pay for software maintenance and support on your point of sale (POS) system during your Store's operation at costs provided in the Franchise Disclosure Document as may be amended from time-to-time.

13.6.2. At any time, we will have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System ("Required Software"), which you must install; (b) updates, upgrades, supplements, modifications, enhancements, or replacements to the Required Software, which you must install; (c) the tangible media upon which

such Franchisee shall record or receive data; and (d) the database file structure of Franchisee's Computer System.

13.6.3. You must, at all times, install and use the Computer System and Required Software in the manner required by Franchisor.

13.6.4. You must implement and periodically make upgrades, replacements, and any other changes to the Computer System and Required Software as we may reasonably request in writing at any time (collectively, "Computer Upgrades").

13.6.5. You must comply at all times with all specifications issued by Franchisor with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at your expense. You must also afford Franchisor unimpeded access to your Computer System and Required Software as Franchisor may request, in the manner, form, and at the times requested by Franchisor.

13.7. **Data**. All data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system is and will be owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to you. In addition, all other data created or collected by you in connection with the System, or in connection with your operation of the business (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Franchisor upon Franchisor request. Franchisor hereby licenses use of such data back to you, at no additional cost, solely for the term of this Agreement and solely for your use in connection with the business franchised under this Agreement.

13.8. **Data Requirements and Usage**. Franchisor may, from time-to-time, specify in the Manual or otherwise in writing the information that you must collect and maintain on the Computer System installed at the Store, and you must provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. You must download daily, or in such other intervals as Franchisor may require, all information and materials Franchisor may require in connection with the operation of the Store, and shall display such information and materials in the manner Franchisor may prescribe, including, without limitation, to employees of the Store. All data pertaining to, derived from, or displayed at the Store (including without limitation data pertaining to or otherwise about Store customers) is and shall be the exclusive property of Franchisor, and Franchisor hereby grants a royalty-free non-exclusive license to you to use said data during the term of this Agreement.

13.8.1. You must abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws").

13.8.2. You must comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and actual applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with is and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law.

13.8.3. You shall not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to said policy.

13.9. **No Separate Online Sites**. The Franchisor shall maintain an Online Site for benefit of itself and its franchisees. Unless otherwise approved in writing by Franchisor, you shall neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to the Store or referring to the Marks. Franchisor shall have the right, but not the obligation, to provide one or more references or webpage(s), as Franchisor may periodically designate, within Franchisor's Online Site. However, if Franchisor approves, in writing, a separate Online Site for you (which Franchisor is not obligated to approve), then each of the following provisions shall apply:

13.9.1. You specifically acknowledge and agree that any Online Site owned or maintained by or for your benefit will be deemed "marketing" under this Agreement, and will be subject to (among other things) our prior written approval.

13.9.2. You shall not establish or use any Online Site without our prior written approval.

13.9.3. Before establishing any Online Site, you shall submit to us, for our prior written approval, a sample of the proposed Online Site domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner we may reasonably require;

13.9.4. You shall neither not use nor modify such Online Site without our prior written approval as to such proposed use or modification.

13.9.5. In addition to any other applicable requirements, you shall comply with the standards and specifications for Online Sites that we may periodically prescribe in the Manuals or otherwise in writing.

13.9.6. If required by us, you shall establish such hyperlinks to our Online Site and others as we may request in writing.

13.10. **Point of Sale ("POS") Systems**. You must record all sales on computer-based point of sale systems approved by Franchisor or on such other types of sales registry systems as may be designated by Franchisor in the Manuals or

otherwise in writing ("Point of Sale System" or "POS System"), which shall be deemed part of your Computer System. You must utilize computer-based POS Systems which are fully compatible with the Required Software, and any other program or system which Franchisor, in its discretion, may employ, and you must record all Net Royalty Sales and all sales information on such equipment, and all such data will be collectable by electronic polling directly by Franchisor.

13.11. **Digital Format Identifiers; E-Mail**. You shall not use the Marks or any abbreviation or other name associated with Franchisor and/or the System as part of any e mail address, domain name, and/or other identification of you or the Store in any digital format medium. You must use, and only use, the email address and other identifiers we designate in connection with the business of the Store. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other digital format media without first obtaining our written consent as to: (a) the content of such e-mail advertisements or solicitations; and (b) your plan for transmitting such advertisements. In addition to any other provision of this Agreement, you will be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"). You expressly acknowledge and agree that we own and control the domain for any email addresses/accounts we provide to you. Although we respect your privacy, we have the right to take control over such email and preserve any and all contents and communications stored in the email account, as we deem reasonably necessary to protect the system and any applicable laws.

13.12. **Changes**. The parties acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that Franchisor has the right to establish, in writing, reasonable new standards to address new technologies, and to implement those changes in technology into the System; and you agree to abide by those reasonable new standards established by Franchisor as if this Section 13 were periodically revised by Franchisor for that purpose.

13.13. **E-Mail Communication**. Franchisee acknowledges and agrees that exchanging information with Franchisor by e-mail is an important way to enable quick, effective, and efficient communication, and that Franchisor is entitled to rely upon Franchisee's use of e-mail for communicating as part of the economic bargain underlying this Agreement.

13.13.1. To facilitate the use of e-mail to exchange information, Franchisee authorizes the transmission of e-mail by Franchisor and Franchisor's employees, vendors, and affiliates (on matters pertaining to the business contemplated hereunder) (together, "Official Senders") to Franchisee during the term of this Agreement. Franchisee must communicate with Official Senders and agrees to accept (and not to opt-out of receiving) emails from Official Senders.

13.13.2. In order to implement the terms of this Section 13, Franchisee agrees that: (a) Official Senders are authorized to send e-mails to those of Franchisee's employees as Franchisee may occasionally designate for the purpose of communicating with Franchisor; (b) it will cause its officers, directors, and employees (as a condition of their employment or position with Franchisee) to give their consent (in an e-mail, digital format, or in a pen-and-paper writing, as Franchisor may reasonably require and append) to Official Senders' transmission of e-mails to those persons, and that such persons shall not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the time that such person works for or is affiliated with Franchisee; and (c) it will not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the term of this Agreement.

13.14. **On-Line Order Entry**.

13.14.1. You agree, upon Franchisor's request, to participate in Franchisor's on-line order entry system in order to accept pizza and other food orders placed through Franchisor's Online Site or mobile application. You agree to implement and follow such reasonable instructions as Franchisor may prescribe in writing concerning the on-line order entry system. Among other things, you agree to:

13.14.1.1. accept these orders for pick-up or delivery as you would any other lawful order placed directly with your Store;

13.14.1.2. accept these orders via the point-of-sale (POS) system, as we may reasonably require; and

13.14.1.3. pay a charge for administration of the on-line order entry system from any of the vendors whom we have approved for such system at their currently quoted fees. The monthly administrative charges will be in addition to credit card fees, "set-up" costs, hardware costs, and/or the costs of a POS system.

13.15. **Data Security**. Franchisee acknowledges and agrees that protection of customer privacy, credit card information, and other data stored on the POS System or any Franchisor database or system is critical and necessary to protect the goodwill of businesses operating under the Marks and Marco's System, as well as all Confidential Information.

13.15.1. You shall accept debit cards, credit cards, stored value cards, and other non-cash systems that Franchisor specifies periodically to enable customers to purchase authorized products, and to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. Accordingly, you shall cause the Franchise Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and

industry standards applicable to the protection of customer privacy and credit card information. You are solely responsible for your own education and understanding concerning these regulations and standards and for achieving and maintaining applicable compliance certifications. You shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to your violation of the provisions of this Section.

13.15.2. Granting a third-party electronic access to data stored in your POS System or any Franchisor database or system requires Franchisor's prior approval, which is at our sole discretion and may be revised, restricted, or revoked at any time by us. If such access is granted, it must be for the sole purpose of providing services to you directly related to the operation of the Franchise Business. Such third party may be required to sign a confidentiality agreement with Franchisor prior to receiving access. You are solely responsible for all acts or omissions of such third party in accessing, using, and/or sharing the data. You shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to any violation of this Section by you, the third party, and the third party's employees or agents.

13.16. **Temporary Store Closure**. You agree to immediately close your Store on a temporary basis if instructed to do so by Franchisor due to any gross violations of the System standards concerning Product, Service or Image as are contained in the Manuals, are in violation of any law or ordinance, or the continued operation of your Store threatens, in Franchisor's sole opinion, public safety, public health, or the reputation and image of the System. You must also comply with an instruction by us to close your Store on a temporary basis if you fail to obtain or maintain in force any insurance, or to furnish any certificates required by this Agreement. Your Store must be closed at the stated time in any notice provided by us. Franchisor agrees not to default or terminate this Agreement for any cause relating to the Store not being in operation during the time of the temporary closure, provided you take such actions immediately to remedy the default and the time allowed for remedy of the default has not lapsed.

13.17. **Attendance at the Franchise Conference**. You agree to attend and actively participate in all Franchise Conferences during the term of this Agreement. For purposes of this Agreement, "Franchise Conference" shall include, but is not limited to, any system-wide franchise meetings, regional franchise/operator meetings, and any other similar meetings in which Franchisor reasonably requires Franchisee's attendance. Franchisor shall not require Franchisee's in-person attendance at more than 2 such meetings in any one calendar year.

14. BOOKKEEPING AND RECORDS

14.1. **Books of Account**. You agree to maintain during the term of this Agreement, and to preserve for at least 7 years from the dates of their preparation, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing (unless we otherwise direct in

writing). You must maintain during the term of this Agreement, and preserve for at least 3 years from the date of their preparation, all printed receipts, cash register tapes and other digital format data recorded at the point-of-sale system at the Store.

14.2. **Sales Reports and Financial Reports**. You shall timely prepare such financial reports in the designated form and electronic media required by the Manuals for each Accounting Period, including but not limited to Profit and Loss Statements (P&L), sales reports, statements of cashflow, and Income Statement and Balance Sheets. All such financial reports shall be delivered to Franchisor no later than 30 days following the end of such Accounting Period. You shall furnish to Franchisor, upon request, copies of any federal, state, and local tax filings and returns that you are required to file within 15 days of the filing of any such return for the Store. You must certify the truth and accuracy of all such financial reports, sales reports, filings and returns to Franchisor. You will authorize your accounting firm to release the financial information as described above to us by executing the Franchise Information Disclosure Form (Exhibit C). You are considered not in Good Standing, if you fail to submit the financial reports as required by this Agreement within 30 days of the due date. In addition to our other rights and remedies, a Financial Reporting Fee of $100 per violation will be charged to you and collected by EFT to your bank account.

14.3. **Obligations to Submit to Inspection and Audit**. You agree that Franchisor shall have the right at any time during business hours and without prior notice to inspect the Store as long and as often as Franchisor deems necessary to ensure, in its sole discretion, your compliance with the System and the Manuals and to inspect or audit at any time, either through our own personnel or through the use of an outside auditor, your business records, bookkeeping records, daily sales reports, payroll records, sales tax records, tax returns, financial reports and various other records and documents. You agree to cooperate with any such audit, provide all information reasonably requested by Franchisor, and follow any processes provided in the Manuals in connection with the audit.

14.4. **Understatement of Net Royalty Sales**. If an audit discloses an understatement of 2% of Net Royalty Sales for any Period or Periods, or demonstrates an intentional omission of any amount:

14.4.1. You shall pay to Franchisor, within fifteen (15) days after the receipt of the audit results, all costs incurred by Franchisor in connection with the audit, any past due Royalty Fees, any past due required contributions to the Brand Development Fund and Geography Based Advertising Funds and all other accounts owing to Franchisor, together with interest and additional expense fee as specified in Section 4.4; and

14.4.2. Franchisor may require that all of your financial reports be audited at your expense by a certified independent public accountant acceptable to Franchisor for the partial calendar year, if any, and full calendar year following the period of understatement, at your expense.

14.5. **Additional Information**. You must also submit to us in addition to the Royalty Fee Reports required pursuant to Section 4.2 above, for review or auditing, such other forms, reports, records, information, and data as and when we may reasonably designate, in the form and format, and at the times and places we may reasonably require, upon request and as specified from time to time in the Manuals or otherwise in writing, including, without limitation, via computer diskette, or otherwise in digital format, and/or restated in accordance with our financial reporting periods, consistent with our then current financial reporting periods and accounting practices and standards. The reporting requirements of this Section 14.5 shall be in addition to, and not in lieu of, the electronic reporting required under Section 13 above.

15. COMPLIANCE WITH LOCAL LAWS; PAYMENT OF TAXES AND OBLIGATIONS

15.1. **Compliance with Laws**. You shall utilize the License granted, and operate the Store in strict compliance with, all applicable laws, ordinances, regulations, and other requirements (including, but not limited to all tax, employment, immigration, and other pertinent requirements) of any federal, state, county, and municipal, or other government and will maintain all necessary permits, licenses, and other consents for use of the License and the rights granted hereunder. Failure to comply with any such legal requirements is considered a material violation and may be subject to a 10-day cure period or immediate termination at Franchisor's discretion under Section 19, for circumstances that may negatively impact the brand in the view of Franchisor.

15.2. **Taxes**. You agree to promptly pay any and all personal property, sales, use, payroll, excise and all other taxes, regardless of nature, which may be imposed upon any product, service or Equipment sold or furnished in connection with the operation of Store by any federal, state, county, municipality or any other governmental unit which may have tax jurisdiction over such products, services or Equipment. You also agree to pay, when due, all required federal, state and local withholdings for income taxes, social security taxes, workmen's compensation and unemployment compensation taxes, and any other taxes required to be paid or withheld in accordance with applicable law.

15.3. **Obligations**. You agree to promptly pay when due all financial obligations you incur that are in any way associated with the Store, including but not limited to obligations to suppliers (whether affiliates or unaffiliated with Franchisor), except to the extent that such payments are subject to a bona fide dispute.

16. INDEPENDENT CONTRACTORS

16.1. **No Agency**. Franchisor and you are not and shall never be considered joint venturers, partners, co-employers, employees or agents for the other. Neither shall have the power to bind or obligate the other, except as specified in this Agreement. No representation shall be made by either party to anyone, which would create an apparent agency, partnership, employment, co-employer relationship. Franchisor and you shall hold each other safe and harmless from each other's debts, acts, omissions, liabilities and representations.

16.2. **Publication of Notice**. In all public and private records, documents, relationships and dealings, you shall indicate you are an independent owner of the business operating under by this Agreement. You shall post an appropriate and prominent notice at the Site and on all letterheads, business forms, and the like, that you are a licensed franchisee of Franchisor. You shall maintain employee records in such a manner as to clearly indicate that neither you nor your employees are employees of Franchisor.

17. MARKS

17.1. **Recognition of Franchisor's Title to the Marks and the System**. You recognize and agree that the name "Marco's" together with all Marks and goodwill pertaining to the Marks and the System are, and shall remain, the sole property of Franchisor and that they have substantial value. You accept the validity of the Marks as they exist now and in the future, and hereby agree that under no circumstances will you contest the validity of any of the Marks at any point in time hereafter. Your use of the Marks does not give you any ownership interest or other interest in or to the Marks, except the License granted by this Agreement. You shall also comply with Franchisor instructions in filing and maintaining trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability. Any and all goodwill arising from your use of the Marks shall inure solely and exclusively to Franchisor benefit, and upon expiration or termination of this Agreement and the License herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Marks.

17.2. **Use of Marks**. You may use the Marks in promoting the System at the Store; however, your right to use any of the Marks is a privilege granted by this Agreement, and that privilege is extinguished upon termination or expiration of this Agreement. Upon expiration or earlier termination of this Agreement, we may, if you do not do so, execute in your name and on your behalf, any and all documents necessary, in our judgment to end your use of the Marks. You hereby irrevocably appoint and designate Franchisor as your attorney-in-fact to do so.

17.3. **Restrictions on Use of the Marks**. You acknowledge that, in granting this License, Franchisor does not authorize or empower you to (and you agree that you will not):

17.3.1. Use the name "Marco's Pizza" or the Marks in any other capacity other than is provided herein or in the Manuals;

17.3.2. Use the Marks to incur any obligation or indebtedness on behalf of Franchisor;

17.3.3. Hold yourself out as a partner or an employee or an agent of Franchisor;

17.3.4. Use the Marks with any other logo or trademarks;

17.3.5. Use any of the Marks as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (except that you may file a "doing business as" or fictitious name registration if required by law); and/or

17.3.6. Use any of the Marks in connection with the sale of any unauthorized product or service; provided, however, you may use the "Marco's Pizza" logo on business cards, checks, forms and stationery, only if you also use your own name and designation as a franchisee of Franchisor and follow our written instructions for doing so.

17.4. **Litigation and Notification of Infringement**. With respect to litigation involving the Marks, the parties agree that:

17.4.1. You shall promptly notify Franchisor of any suspected infringement of the Marks, any known challenge to the validity of the Marks, or any known challenge to Franchisor ownership of, or your right to use, the Marks licensed hereunder. You acknowledge that Franchisor shall have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. Franchisor shall also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

17.4.2. If you have used the Marks in accordance with this Agreement, Franchisor shall defend you at Franchisor expense against any third-party claim, suit, or demand involving the Marks arising out of your use thereof. If you have not used the Marks in accordance with this Agreement, Franchisor will defend you, at your expense, against such third-party claims, suits, or demands.

17.4.3. If Franchisor undertakes the defense or prosecution of any litigation relating to the Marks, you shall execute any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action.

17.5. **Changes to Marks**. We reserve the right to substitute different Marks for use in identifying the System and the businesses operating thereunder if our currently owned Marks no longer can be used, or if we, exercising our right to do so, determine that substitution of different Marks will be beneficial to the System. In such circumstances, the use of the substituted marks shall be governed by the terms of this Agreement.

18. INDEMNIFICATION AND INSURANCE REQUIREMENTS

18.1. **Indemnification**. You and each Franchisee Owner agree to indemnify and hold the Marco's Parties (defined below) harmless against any and all Damages

(as defined below) arising directly or indirectly from any Asserted Claim (defined below) as well as from any breach of this Agreement by you. Your indemnity obligations shall survive the expiration or termination of this Agreement. As used above in this Section 18.1, the following terms have the following meanings:

18.1.1. "Asserted Claim" means any allegation, claim or complaint that is the result of, or in connection with: (a) any damages or injury to any person, including, but not limited to customers, your employees, employees of Franchisor, and members of the public, suffered or incurred in connection with any or all of your activities hereunder; (b) any failure by you to pay or honor your obligations or the obligations of any Franchisee Owner to Franchisor, its Affiliates or to any third party, (c) any failure by you to comply with all applicable laws; or (d) your failure to pay any taxes required to be paid by you; and, in any case, despite any claim that any Marco's Party was or may have been negligent.

18.1.2. "Marco's Parties" means Franchisor, Franchisor's shareholders, parents, subsidiaries, and affiliates, and their respective officers, directors, employees, and agents (together, the "Marco's Parties").

18.1.3. "Damages" means all claims, demands, causes of action, suits, damages, liabilities, fines, penalties, assessments, judgments, losses, and expenses (including without limitation expenses, costs and lawyers' fees incurred by an indemnified party in the defense of a threatened or actual Asserted Claim and/or for enforcement of its indemnification rights under this Section 18.1).

18.2. **Insurance Requirements**.

18.2.1. You agree to obtain and keep in full force and effect all insurance coverages as we require periodically. You also agree to provide copies of such policies and/or certificates of coverage to us as we require. Our insurance requirements, as modified from time to time, including types and amounts of coverage and our status as additional insured, may be communicated to you in the Manuals and may be updated, modified, or amended from time to time in our sole discretion.

18.2.2. If you fail to obtain or maintain in force any required insurance coverages or to furnish any certificates required hereunder or in the Manual, Franchisor may, in addition to other remedies we may have, obtain such insurance and/or certificates. In such event, you shall, within 5 days following receipt of an invoice for the same, reimburse Franchisor for all premiums and other costs incurred thereby. You may also be instructed to close the Store pursuant to the provisions for Temporary Store Closure in this Agreement, until approved coverage is obtained.

18.2.3. In the event of a physical damage claim and business income or other business interruption coverage is payable to you for the Franchise Business under relevant insurance coverage, we will be entitled to

ongoing royalty payments, Brand Development Fund contributions, and Geography-Based Advertising Fund contributions each Accounting Period starting from the claim occurrence date and continuing until the claim has been resolved and the Franchise Business has re-opened for business. The amount of the payment due each Accounting Period will be calculated based on the average amount of royalties, Brand Development Fund contributions, and Geography-Based Advertising Fund contributions paid by the Franchise Business during the 12 months immediately preceding the claim occurrence date.

18.2.4. You expressly recognize the fact that, in the opinion of Franchisor, this insurance might not be sufficient in the future and agree, upon written notification, to increase the limits of said coverage in accordance with Franchisor's written instructions (and/or to merely reflect increases in the Index). You acknowledge that the minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate or protect you from losses in connection with the Store. Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than this Agreement requires.

18.3. **Insurance During Training**. You agree to obtain workers' compensation insurance and employer's liability insurance on all personnel undergoing training at Franchisor facilities. You further agree to obtain the auto and other insurance coverages outlined herein at the beginning of the training period, and to maintain the same throughout your training. You will not be allowed to begin training until documentation of these insurance coverages is provided to Franchisor.

19. TERMINATION OR EXPIRATION

Under any Termination of this Agreement per this Section, or any other Section of this Agreement, you and all your Franchisee Owners shall comply with the provisions of Sections 19.5 and 19.6 of this Agreement as well as any other provision of this Agreement which, by its nature, survives termination or expiration of this Agreement.

19.1. **Termination Prior to Opening of Store**.

19.1.1. You have the right to terminate this Agreement prior to completion of Initial Training for any reason, by simple written notice to us. If you have exercised due diligence in attempting to obtain financing for your Store, obtaining a Permitted Site for the Store, and otherwise acted in good faith in compliance with the objectives of this Agreement, we will refund 50% of the Initial Franchise Fee. Otherwise, we will not refund any portion of your Initial Franchise Fee upon your termination of the Agreement, and it is fully earned by us.

19.1.2. We have the right to terminate this Agreement at any time prior to your completion of Initial Training for any reason, at our sole discretion,

by simple written notice to you. If we do so, and provided you have otherwise acted in good faith in compliance with the objectives of this Agreement, we will refund 50% of the Initial Franchise Fee. Otherwise, we will not refund any portion of your Initial Franchise Fee upon our termination of the Agreement, and it is fully earned by us.

19.1.3. After completion of Initial Training (or if you own 1 or more Stores and have previously completed Initial Training), this Agreement may not be terminated by either party, other than as provided for under this Agreement.

19.2. **Termination by Franchisor Upon Notice**. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of written notice to Franchisee by Franchisor (in the manner set forth under Section 21.12 below), upon the occurrence of any of the following events:

19.2.1. You take action for the purpose of effecting a corporate or partnership dissolution without Franchisor agreeing to satisfaction of your personal liability to Franchisor for any obligation that such corporate or partnership organization had to Franchisor.

19.2.2. You fail to open your Store within ~~270~~365 days following the Effective Date unless such failure to open was beyond your reasonable control or you failed upon written notice by Franchisor to take such actions as Franchisor reasonably required to so open the location.

19.2.3. You abandoned or failed to actively operate the Store for 24 consecutive hours, except when (i) temporarily closed by order of a public security agency such as the police or fire department, or (ii) such closure is caused by any event wholly beyond Franchisee's control such as an Act of God; and in the case of either (i) or (ii) above the Store is reopened for business to the public within 24 hours following the resolution of such cause or as expressly permitted in this Agreement or otherwise by Franchisor in writing.

19.2.4. You or any Franchisee Owner attempts to transfer an Interest without Franchisor consent or without compliance with all of the provisions of Section 20, or any of your representations prove false on the List of Owners for Franchise Entity listed on the Summary Sheet.

19.2.5. You fail to timely renew your lease (unless Franchisor previously agreed to allow you to relocate), suffer cancellation, eviction, or termination of any lease, sublease or possessory rights pertaining to the Site, or if you default on the lease or sub-lease for the Site 2 or more times within any 12-month period, regardless of whether the default is ultimately cured.

19.2.6. Your operation of the Store creates or perpetuates a material hazard or danger to the health and/or safety of the public, your employees, and/or others.

19.2.7. You or any Franchisee Owner have made any material misstatement or omission in the application for the franchise conferred by this Agreement or in any other information provided pursuant to this Agreement.

19.2.8. You, any of your employees, or any Franchisee Owner is found guilty of a felony, either by determination of the trier of fact or by a plea of guilty or no contest, to a charge violating any law that impacts upon the goodwill associated with the Marks; except that (i) in the case of employees, you fail to terminate the employee within 24 hours after notification of the offense; or (ii) in the case of a Franchisee Owner, you failed to remove such person from the ownership of the franchisee entity and from any and all association with the Franchise Business established under this Agreement within 10 days of notification of the offense.

19.2.9. You, any of your employees, or any Franchisee Owner consumes or possesses illegal drugs or alcoholic beverages at the Store or while engaging in any delivery service; provided further that (i) in the case of employees, you or a Franchisee Owner knew or should have known the employee was engaging in such conduct but failed to prevent such from occurring; and/or upon becoming aware of any such conduct, you fail to immediately terminate the employee; or (ii) in the case of a Franchisee Owner, you failed to remove such person from the ownership of the franchisee entity and from any and all association with the Franchise Business established under this Agreement within 10 days of notification of the conduct.

19.2.10. You (i) use, in the operation of your Store, supplies, inventory, or ingredients that we have not previously approved in writing or that we have disapproved; (ii) offer for sale any products that we have not approved in writing or that we have disapproved; or (iii) fail to maintain a sufficient level of inventory to operate your Store in compliance with Marco's standards, processes, and procedures. In the event of (iii) above, Franchisor in its sole discretion may, but is not obligated, to temporarily revoke your authority to operate the Store until you sufficiently replenish your inventory to our satisfaction, in lieu of termination.

19.2.11. You fail on 2 or more separate occasions within any twelve (12) consecutive months to comply with the lawful terms of this Agreement, whether or not such failures to comply are corrected.

19.2.12. You default on any financing arrangement secured by equipment or other assets (including real estate owned by you) for the Store, and you either (i) do not correct or remedy such default(s) within the terms provided in such financing arrangement or equipment lease, or (ii) you default 2 or more

times in any 12-month period, regardless of whether such default is ultimately cured. You hereby authorize and request any secured party of such referenced equipment or other assets for the Store to notify Franchisor upon any such defaults in any such applicable financing arrangement or equipment lease, and to provide Franchisor with a copy of any such applicable documents and notice(s) of default. You further agree that such notification is reasonable and necessary to ensure compliance with this Agreement and you agree to hold such secured party harmless from any such disclosure required herein.

19.2.13. You fail to maintain continuous insurance coverage as required under Section 18.2 and you are notified of a lapse in coverage by either the insurance provider, its agents, or us, and you do not restore such coverage within 24 hours before continuing to operate the business. You agree not to operate the Store if you do not have all required insurance coverages in effect. Franchisor agrees not to terminate this Agreement if you temporarily close the Store when notified of your lack of insurance coverage, provided you take such actions to re-instate such required insurance immediately and such coverage is re-instated in 24 hours or less; however, nothing shall be construed to prevent Franchisor from exercising its rights if a lapse in coverage occurs on 2 or more occasions within 12 consecutive months.

19.2.14. You take any unprofessional action, or any actions either oral, written or physical which impugns the integrity or image of the Marco's Pizza System in dealing with the public or customers in any way.

19.2.15. You, any of your employees, or any Franchisee Owner, fails to comply with the Marco's Code of Conduct and further fails to take any such remedial actions as are appropriate and/or reasonably required by Franchisor within 14 days of written notice from Franchisor.

19.2.16. You, or any Franchisee Owner, have engaged in bad acts or malicious wrongful conduct, according to the Marco's Code of Conduct, that Franchisor reasonably and in good faith determines to be intended to defraud Franchisor, willfully circumvent or evade any of your obligations under this Agreement, or otherwise materially mislead or deceive Franchisor.

19.2.17. The franchise agreement for any other Store owned by You or any entity which (a) is controlled by, controlling, or under common control with You, or (b) has 20% or more common ownership with You, is in default and fails to cure within the applicable cure period (if any) provided under such franchise agreement. "Control" is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

19.3. **With Notice and Opportunity to Cure**. Except as otherwise provided in this Section 19, upon any other default by Franchisee of its obligations hereunder or under any other agreement between Franchisee (and/or Franchisee's affiliates) and

Franchisor (and/or Franchisor's affiliates), Franchisor shall have the right, in addition to all other remedies at law or in equity or as otherwise set forth in this Agreement, to terminate this Agreement by giving written notice of termination (in the manner set forth under Section 21.12 below) setting forth the nature of such default to Franchisee: (a) at least 24 hours before the effective date of termination for all defaults as a result of Franchisee's failure to remedy any defaults relating to failure to make only Approved Products in the Store, make Approved Products in strict compliance with our standards as set forth in the Manuals, provide service to customers in strict compliance with our standards as set forth in the Manuals, or if Franchisee knowingly fails to comply with the pricing established by Franchisor for menu items, promotions, and services offered by the Store, to the extent allowed by applicable law, and (b) at least 10 days before the effective date of termination for all defaults as a result of Franchisee's failure to make any payments when due and in the amounts due to Franchisor or its affiliates under this Agreement or any other agreement; and (c) at least 30 days before the effective date of termination for all other defaults under this Agreement not set forth above in this Section or in Sections 19.2 above and 19.4 below. Franchisee may avoid termination under this Section 19.4 by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof to Franchisor, all within the 24-hour period, 10-day period, or 30-day period, as the case may be. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the 24-hour period, 10-day period or 30-day period, as the case may be, or such longer period as applicable law may require.

19.4. **Automatic Termination**. You will be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to you, if you become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; or if you are adjudicated bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; or if a final judgment remains unsatisfied or of record for 30 days or longer (unless unappealed or a supersedeas bond is filed); or if execution is levied against your business or property; or if suit to foreclose any lien or mortgage against the Store premises or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Store is be sold under any lien, execution, etc. after levy thereupon by any sheriff, marshal, or constable.

19.5. **Conformity with Laws**. Notwithstanding anything to the contrary contained in Section 19.3, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement and the parties hereto shall limit Franchisor rights of termination hereunder or shall require longer notice

periods than those set forth above, this Agreement shall be deemed amended to conform to such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, mediation, hearing or dispute relating to this Agreement or the termination thereof.

19.6. **Your Obligations Upon Termination or Expiration**. Upon termination or expiration of this Agreement for any reason:

19.6.1. Cease Operation. Franchisee shall immediately cease to operate the Store, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

19.6.2. Stop Using Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the Marks (including but not limited to the name "Marco's"), and any and all other marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, marketing materials, displays, stationery, forms, and any other articles that display the Marks.

19.6.3. Cancel Assumed Names. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the marks "Marco's" and any and all other Marks, and/or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

19.6.4. Store Premises. Franchisee shall, at Franchisor's option, assign to Franchisor any interest which Franchisee has in the lease or sublease of the premises at which the Store is operated and/or for the building in which the Store is operated.

19.6.4.1. If Franchisor does not exercise its option to acquire the lease or sublease for the premises of the Store, Franchisee shall make such modifications or alterations to the premises operated hereunder (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Stores under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose.

19.6.4.2. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor shall have the right to enter upon the premises of the Store, without being guilty of trespass or any other

tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

19.6.5. Telephone Numbers. In addition, Franchisee shall cease use of all telephone numbers and any domain names, websites, e-mail addresses, and any other identifiers, that are used by Franchisee while operating the Store, whether or not authorized by Franchisor. Franchisee's pre-assignment of all rights to these identifiers to Franchisor in the event this Agreement is terminated is evidenced by Exhibit B of this Agreement.

19.6.6. Franchisor's Right to Exercise Self-Help. If Franchisee fails or refuses to comply with all of the requirements of this Section, Franchisor (or its designee) shall have the right to enter upon the premises of the Store, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

19.6.7. No Use of the Marks in Other Businesses. Franchisee agrees, if it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit copy, or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin, description, trademark, service mark, or representation that suggests or represents a present or past association or connection with any or all of Franchisor, the System, the Products, and the Marks.

19.6.8. Pay All Sums Due. Franchisee shall promptly pay all sums owing to Franchisor and its subsidiaries and affiliates (regardless of whether those obligations arise under this Agreement or otherwise) on account of amounts owed and unpaid as of the date of the termination.

19.6.8.1. In the event of termination based on any default by Franchisee in addition to the amounts due and owing to Franchisor under Section 19.6.8 above, Franchisee shall be obligated to, and shall pay to Franchisor as liquidated damages resulting from the loss of future payments to Franchisor caused by Franchisee's breach an amount to be determined as follows ("Liquidated Damages"): (a) average Royalty Fees, Brand Development Fund contributions, and Geography-Based Advertising Fund contributions paid or owed to Franchisor by Franchisee for the 39 Accounting Periods immediately preceding the effective date of termination, multiplied by (b) the lesser of (i) 39 Accounting Periods, or (ii) 90% of the number of Accounting Periods remaining in the Term of this Agreement as of the date of termination, which shall then be (c) reduced

to present value at a discount rate of 5% per annum assuming that the amount calculated was paid in equal monthly installments beginning on the first day of the second calendar month after the date of termination. Franchisor and Franchisee agree that the Liquidated Damages are a reasonable estimate of the damages to Franchisor caused by a termination of this Agreement prior to the expiration of the Term, that the amount of such damages are difficult to ascertain precisely given market conditions and other variables, and that the Liquidated Damages fairly account for any potential or actual reduced expenses of Franchisor resulting from the termination of the Agreement.

19.6.9. Return Confidential Information. Franchisee shall immediately return to Franchisor the Manuals and all other manuals, records, and instructions containing confidential information (including without limitation any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of Franchisor.

19.6.10. Right to Enter and Continue Operations. In order to preserve the goodwill of the System following termination, Franchisor (or its designee) shall have the right to enter the Store (without liability to Franchisee, Franchisee's Principal Owners, or otherwise) for the purpose continuing the Store's operation and maintaining the goodwill of the business.

19.6.11. Delivery of Mail. You shall deliver to Franchisor copies of all mail and other written, as well as all electronic, correspondence that relates to the operation of the Store.

19.6.12. Business Records. You shall immediately deliver in a digital format to Franchisor copies of all business records, including those pertaining to customers and to your employees, excepting only those records required by you to be maintained by governmental agencies, and agree to provide copies of such documents to Franchisor.

19.6.13. Advertising and Signage. You shall immediately return to Franchisor or, if so directed by Franchisor, destroy all advertising materials, signage, and other material bearing any Mark.

19.7. **Purchase Option**. Upon termination of or expiration of this Agreement for any reason (without renewal or timely purchase of a new Franchise), Franchisor shall have the following rights:

19.7.1. Franchisor Right to Purchase Your Assets. Franchisor shall have the right, exercisable by giving written notice thereof ("Purchase Notice") within 180 days prior or 30 days after the date of such termination or expiration, to give notice of its intent to acquire those tangible assets used in connection with the operation of the Store including, without limitation, inventory for non-perishable products, materials, Supplies, furniture, Equipment, and signs, if

such can be relocated (the "Purchased Assets"). In no event shall any value be extended for "Goodwill" or "going concern value" or any values attributable to the current sales or profits of the store. Franchisor's Purchase Notice shall include a purchase price based on Franchisor's good faith determination of a "Fair Market Value" (as defined herein) for the Purchased Assets. If you do not agree with Franchisor's determination, then the process in Section 19.7.4 will apply.

19.7.1.1. Prior to the determination of such Fair Market Value, and upon such notification, you shall not sell or remove any of the Purchased Assets from the Site. You shall give Franchisor, its designated agents and the Appraiser(s) full access to the Store and your books and records at any time during customary business hours in order to conduct inventories and determine the purchase price for the Purchased Assets.

19.7.1.2. Franchisor shall have the option, exercisable by delivering written notice thereof within 30 days after a final determination of the Fair Market Value, stating the terms of the offer, to purchase the Purchased Assets at the determined Fair Market Value. Franchisor shall have the unrestricted right to assign this option to purchase separate and apart from the remainder of this Agreement. If the Site is owned by you, the provisions of Section 7.5 apply.

19.7.2. Payment of Purchase Price. If Franchisor exercises its option to purchase, or assigning such rights to a third party, the purchase price for the Purchased Assets shall be paid in cash at the closing, which shall occur at the place, time and date designated by Franchisor, but not later than 30 days after determination of the Fair Market Value. At the closing, Franchisor shall be entitled to all warranties, title insurance policies and other closing documents and post-closing indemnifications as it may reasonably require, including without limitation:

19.7.2.1. Instruments transferring good and merchantable title to the Purchased Assets, free and clear of all liens, encumbrances and liabilities, to Franchisor or its designee, with all sales and other transfer taxes paid by you; and

19.7.2.2. An assignment of all leases pertaining to the Purchased Assets, including, without limitation, land, building and/or equipment (or if an assignment is prohibited, a sublease to Franchisor or its designee for the full remaining term and on the terms and conditions as your lease, including renewal and/or purchase options).

19.7.2.3. In the event that you cannot deliver clear title to the Site, or in the event there are other unresolved issues, the closing of the sale may, at Franchisor option, be accomplished through an escrow on such terms and conditions as Franchisor deems appropriate, including the making of payments, to be deducted from the purchase price, directly to

third parties in order to obtain clear title to the Purchased Assets. Further, you and Franchisor shall, prior to closing, comply with any applicable bulk sales provisions of the Uniform Commercial Code as enacted in the state where the Site is located and all applicable sales and local sales and income tax notification and/or escrow procedures. Franchisor shall have the right, but not the obligation, to set off against and reduce the purchase price by any and all amounts owed by you or any Franchisee Owner(s) to Franchisor or any of its Affiliates, key suppliers, purveyors or other persons or entities which Franchisor depends upon for continuing good will, in Franchisor's sole opinion.

19.7.3. Interim Operation and Removal of Equipment. Upon delivery of the Purchase Notice and pending (i) determination of Fair Market Value, (ii) exercise of Franchisor option, and (iii) the Closing of the purchase, Franchisor may operate for its own account or authorize continued temporary operations of the Store by you pursuant to the terms of this Agreement, subject to the supervision and control of one or more of our appointed managers. If Franchisor elects not to purchase all of your assets, you shall remove all un-purchased assets from the Site within forty-eight (48) hours of notification by Franchisor. If you fail to do so, Franchisor may, at its election, place any such assets in storage at your sole risk and expense.

19.7.4. Determination of Fair Market Value. In the event you do not agree with our Fair Market Value determination for the Purchased Assets (or, if you own the real estate, the value of the real estate as required in Section 19.7), the parties agree to utilize the "Three Appraiser Method" of determining such value.

20. OWNERSHIP AND TRANSFER OF FRANCHISE INTERESTS

20.1. **Interests Not Transferable**. No Interest may be voluntarily or involuntarily transferred, by operation of law or otherwise, except to the extent permitted by this Section 20.

20.2. **Sale, Resale and Third Party Offer - Right of First Refusal**.

20.2.1. If you or any Franchisee Owner desire to transfer an Interest, the prospective transferor must first offer the Interest to Franchisor, as a right of first refusal, by obtaining a good faith, arms-length bona fide offer to purchase the Interest for cash, from a third person who is eligible to purchase the Interest pursuant to Section 20.2.6 below. The offer by the third person must be in writing and state the prospective transferee's name and address, and exact terms of the offer.

20.2.2. The prospective transferor shall deliver the bona fide offer to Franchisor and offer to transfer the Interest to Franchisor on the terms set forth in the offer. Franchisor must deliver to the prospective transferor written notice of

the intent to exercise the right of first refusal and acceptance of the offer within 30 days after the Franchisee has provided all information and documentation, as reasonably requested by Franchisor, on the operation of the store and the offer. If such notice is not delivered, the offer shall be deemed rejected. If Franchisor accepts the offer, the transferor shall transfer the Interest to Franchisor in the manner specified in the offer. Franchisor may specifically enforce the delivery obligation under this clause.

20.2.3. If an offer is rejected by Franchisor or Franchisor elects not to exercise its right of first refusal, Franchisor, within 30 days of the receipt of the third person offer and completion of such investigation of the prospective Transferee as may be appropriate, may either reject or approve the prospective Transferee. Such investigation of the prospective Transferee may include testing of aptitude and ability to manage a Store, as Franchisor may require. Franchisor discretion with regard to the approval or disapproval of any prospective Transferee, including existing Franchisees or Franchisee Owners, is absolute, but shall not be unreasonably withheld. Approval of a Transfer will be conditioned upon Franchisor's receipt of a binding agreement evidencing the transfer between Transferor and Transferee.

20.2.4. Neither you nor any Franchisee Owner may transfer an Interest unless the following conditions have been satisfied:

20.2.4.1. All of your obligations and accounts with Franchisor and its Affiliates are current.

20.2.4.2. You are not in default of any provision of this Agreement, or any other agreement between you and Franchisor or any of its Affiliates.

20.2.4.3. The Transferee agrees to undertake and pay for such training as required by Franchisor.

20.2.4.4. The Transferee agrees to complete such store improvements, store layout modifications, and trade dress and Equipment additions, removals and modifications as Franchisor may require, in accordance with Franchisor standards.

20.2.4.5. The Transferee is of good character, reputation, and economic stability, and has the background and experience required under Store ownership qualifications as outlined herein or in the Manuals, or as Franchisor may publish from time to time.

20.2.4.6. Upon request for approval of the Transfer, you pay to Franchisor a non-refundable Transfer Fee of the sum of Five Thousand Dollars ($5,000), if the proposed Transferee is a franchisee and in Good Standing with Franchisor and is acquiring a substantial (50% or more)

interest in the franchise; or (d) Ten Thousand Dollars ($10,000) if the proposed Transferee is not already a franchisee in Good Standing with Franchisor and is acquiring a substantial (50% or more) interest in the franchise.

20.2.4.7 Franchisor reserves the right to charge the full Transfer Fee for any change of ownership Interest, but currently charges the following amounts for specific types of changes of ownership referred to as an "Amendment" to the Agreement as noted herein: (a) Two Hundred and Fifty Dollars ($250) if the Amendment results from (i) substituting an entity for individual(s) as Franchise Owner; or (ii) substituting a new entity for a previous entity owned by the same Franchise Owner(s); (b) One Thousand Dollars ($1,000) if the transfer results from adding or removing a Franchise Owner owning less than 50% ownership (or holder of a minority ownership if there are more than two Franchise Owners) in the franchise. Franchisor may, in its discretion, charge sums up to the Transfer Fee, based on, among other factors, its administrative costs of processing any Amendment.

20.2.4.7. The Transferee (and its owners) must execute Franchisor's then-current standard form of franchise agreement and related documents being offered to new franchisees (which may provide for different Royalty Fees, advertising contributions and expenditures, duration and other rights and obligations than those provided in this Agreement). The initial Term of Transferee's franchise agreement will be for a period equal of the remainder of the Term in this Agreement.

20.2.4.8. You and any Franchisee Owner must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates, officers, directors, employees, agents, successors and assigns.

20.2.4.9. The debt service on any required loan to finance the business sale must not be so burdensome to adversely affect the Transferee's operation of the Store, or its compliance with its Franchise Agreement in Franchisor sole judgment, based upon historical financial results using customary and reasonable debt service ratios. Franchisor will not object to any selling price, which does not involve borrowed funds.

20.2.4.10. If you or any Franchisee Owner finance any part of the sale price of an Interest, you and any Franchisee Owner must agree that all of the Transferee's obligations to you or any Franchisee Owner, and security interests reserved by any of them in the assets of the Store, will be subordinate to the Transferee's obligations to pay all amounts due Franchisor and its Affiliates and to otherwise comply with the franchise agreement executed by the Transferee.

20.2.4.11. You and any Franchisee Owner must execute a non-competition covenant, in form and substance satisfactory to Franchisor, in favor of Franchisor and the Transferee, in accordance with the terms of Section 13.4 hereof.

20.2.4.12. You and any Franchisee Owner shall execute such other documents as shall be reasonably required by Franchisor to protect Franchisor rights under this Agreement and any Development Agreement.

20.2.4.13. The consent to transfer may be conditioned upon the Transferee's satisfactory completion of any training required by Franchisor, at the Transferee's expense.

20.2.5. You and any Franchisee Owner acknowledge that if the price and terms of sale to be paid for any Interest appears, in Franchisor judgment, to adversely affect the Transferee's ability to operate the Store profitably, Franchisor may, without liability to you or any Franchisee Owner, counsel the Transferee regarding such judgment or if deemed appropriate by Franchisor, refuse to allow the transfer.

20.2.6. Subject to the foregoing, a third person is eligible to purchase an Interest if they agree to conform to Franchisor then-current training standards, assume your obligations, is of good character, reputation and economic stability and meet the Store ownership qualifications as outlined herein or in the Manuals. Franchisor may require the submission of certain information regarding the proposed Transferee, which Franchisor deems reasonably necessary to assist it in its investigation of the proposed Transferee.

20.2.7. Franchisor approval of a transfer shall not constitute: (a) a representation by Franchisor as to the fairness of the terms of any agreement or arrangement between you and the Transferee or as to the prospects of success of the Store; (b) a waiver of any claims by Franchisor or its Affiliates against you or any Franchisee Owner; or (c) a waiver of Franchisor right to demand Transferee's exact compliance with this Agreement.

20.3. **Death or Disability**. In the event of the death or permanent disability of you or any Franchisee Owner, the executor, administrator, conservator, guardian or other personal representative of such person shall, within three (3) months of such event, apply, in writing, for the right to transfer the Interest of the deceased or disabled person to such person or persons as the legal representative may specify. The transfer shall be granted by Franchisor upon fulfillment of the conditions specified in Section 20.2 of this Agreement, except that the transfer fee provided for in Section 20.2.4.6 and 20.2.4.7 shall be waived by Franchisor but the legal representative shall reimburse Franchisor for all reasonable legal costs incurred as a result of such transfer. Prior to the transfer, Franchisor shall have the right, at its option, to require such executor, administrator, conservator, guardian or other person or representative to employ, at its expense, a trained manager satisfactory to Franchisor to operate the Store. Failure to

transfer the Interest within the three (3) month period shall constitute a material breach of this Agreement. The term "permanent disability" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or any Franchisee Owner from managing and/or supervising the Store for a period of 90 days or more from the onset of such disability, impairment or condition.

20.4. **Attempted Transfer**. Any attempt to transfer an Interest in violation of this Section is ineffective and shall constitute a material default of this Agreement.

21. GENERAL CONDITIONS

21.1. **Governing Law, Severability, and Substitution of Provisions**. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1051 et seq.), this Agreement and the relationship between Franchisor, you and any Franchisee Owner will be exclusively governed by the laws of the State of Ohio (without regard to, and without giving effect to, the application of Ohio choice-of-law rules). Notwithstanding the foregoing, the Ohio Business Opportunity Plan Law, and any similar, subsequent, and/or replacement legislation (the "Ohio" law) will not apply to nonresidents of Ohio. Franchisee hereby waives, to the fullest extent permitted by law, any and all rights and remedies afforded by the Ohio Law.

21.1.1. Every part of this Agreement shall be considered severable. If for any reason, any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographic area, type of activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, the parties agree that it will be enforced to the fullest extent permissible under applicable law and public policy.

21.1.2. If any applicable law requires a greater prior notice of termination than is required hereunder, a different standard for termination or non-renewal, or the taking of some other action not required hereunder, the prior notice, different standard, and/or other action required by such law shall be substituted for the comparable provisions hereof.

21.1.3. If any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable under applicable law, Franchisor has the right, in Franchisor sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

21.2. **Mediation**. If a dispute arises between the parties, that cannot be settled through negotiations within 30 days, the parties agree to endeavor first to settle the dispute by mediation. Unless the parties otherwise agree, mediation shall be initiated by the party making a claim by filing a request for mediation with the American Arbitration

Association ("AAA"), and shall be conducted according to the AAA's Commercial Mediation Procedures. Mediation shall be conducted within 60 days after the request for mediation is filed, and shall be held at the AAA offices closest to Franchisor's headquarters at the time of the mediation. Mediation-related costs and expenses, including the mediator's compensation and expenses, shall be shared equally by the parties, provided that each party shall be responsible for its own attorneys' fees, costs and expenses. Notwithstanding the foregoing, the parties' agreement to mediate shall not apply to claims or disputes concerning collection of royalties and other amounts owed to Franchisor under this Agreement, claims involving Franchisor's rights in (or your right to use) the Marks or other intellectual property, or claims involving alleged violations of you and/or your Franchisee Owner's confidentiality or non-compete obligations.

21.3. **Jurisdiction and Venue**. Any disputes which are not subject to mediation or which are not resolved through mediation (as applicable) shall be resolved through litigation, initiated and maintained exclusively in the state and/or federal courts serving the judicial district in which Franchisor maintains its principal place of business as designated by Franchisor (currently, Toledo, Ohio) at the time the action is initiated. You and each Franchisee Owner irrevocably consent to the personal jurisdiction of such courts, and waive all questions of personal jurisdiction and challenges to venue. Notwithstanding the foregoing, Franchisor has the right, upon posting of a $50,000 bond or security, to seek injunctive relief from any court of competent jurisdiction. This includes injunctive relief to prevent you or any Franchisee Owner from: (a) misusing any of the rights licensed by this Agreement; (b) engaging in competitive operations in violation of the covenants set forth in Section 13.4; (c) transferring or assigning any Interest without complying with this Agreement; (d) engaging in acts or practices in violation of applicable laws and regulations or which are fraudulent, dishonest or create health or other hazards to the public; (e) misuse of any confidential information as set forth in this Agreement; or (f) impairing the good will associated with the Marks. In the event Franchisor does seek injunctive relief in a venue other than those situated in the judicial district in which Franchisor maintains its headquarters, Franchisor may (but is not obligated to) bring all claims against Franchisee in such court for efficiency. Franchisor's rights to apply for such relief are in addition to all other remedies available to Franchisor under applicable law or this Agreement.

21.4. **Severability**. Every part of this Agreement shall be considered severable. If for any reason, any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographic area, type of activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, the parties agree that it will be enforced to the fullest extent permissible under applicable law and public policy.

21.5. **Agreement Superseded by Applicable Law**. If any applicable law requires a greater prior notice of termination than is required hereunder, a different standard for termination or non-renewal, or the taking of some other action not required

hereunder, the prior notice, different standard, and/or other action required by such law shall be substituted for the comparable provisions hereof.

21.6. **Franchisor's Right to Modify**. If any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable under applicable law, Franchisor has the right, in Franchisor sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

21.7. **Cumulative Rights**. The rights of Franchisor are cumulative and no exercise or enforcement by Franchisor of any right or remedy hereunder will preclude the exercise or remedy by Franchisor of any other right or remedy hereunder to which Franchisor is entitled by law or equity to enforce. Specifically, but without limiting the generality of the foregoing, if this Agreement is terminated on account of your material default, such termination will not be considered an election of remedies, and you will be liable to Franchisor for damages in the nature of lost future profits through the remaining term of this Agreement.

21.8. **No Class Actions**. You further agree that, for the System to function properly, Franchisor must not be burdened by the cost of litigating or mediating system-wide disputes. Accordingly, any disagreement between Franchisor, you and/or any Franchisee Owner shall be considered unique as to its facts and shall not be brought as a class action, and you or each Franchisee Owner waive any right to proceed against Franchisor by way of class action.

21.9. **Waiver**. Whenever this Agreement requires Franchisor prior approval or consent, you shall make a timely written request therefore, and such approval must be obtained in writing before you act on it. Franchisor makes no warranties or guaranties upon which you may rely, and assumes no liability or obligation to you, by granting any waiver, approval, or consent to you, or by reason of any neglect, delay, or denial of any request therefore. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have, will be subject to continuing review by Franchisor, and may be revoked, in Franchisor sole discretion, at any time and for any reason, effective upon delivery to you of 10 days prior written notice. Franchisor shall not be deemed to have waived or impaired any right, power, or option reserved in this Agreement (including the right to demand exact compliance with every term, condition, and covenant herein or to declare any breach to be a default and to terminate this Agreement) by virtue of any custom or practice of the parties, at variance with the terms hereof; any failure, refusal, or neglect of Franchisor to exercise any right under this Agreement or to insist upon exact compliance with Franchisor obligations hereunder (including any mandatory format, specification, standard, method, or procedure prescribed by Franchisor); any waiver, forbearance, delay, failure, or omission by Franchisor to exercise any right, power, or option, whether of the same, similar, or different nature, with respect to franchisees for other Stores; or the acceptance by Franchisor of any payments due from you after any breach of this Agreement.

21.10. **MUST BRING CLAIMS WITHIN ONE YEAR**. Except as otherwise provided herein, any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Store, brought by any party hereto against the other, shall be commenced within 1 year from the date such claim accrues, or, it is expressly acknowledged and agreed by all parties, such claim or action shall be irrevocably barred. The foregoing provision shall not apply to any actions giving rise to an Asserted Claim under Section 18.1 for which Franchisee is obligated to indemnify Franchisor, and such Asserted Claims shall be irrevocably barred if not commenced within 1 year from the date that the asserting party knew or reasonably should have known of the existence of the Asserted Claim.

21.11. **WAIVER OF PUNITIVE DAMAGES**. Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other, and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

21.12. **WAIVER OF JURY TRIAL**. Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding.

21.13. **Payment of Legal Fees**. Franchisee shall pay to Franchisor all damages, costs and expenses (including without limitation reasonable attorneys' fees) that Franchisor incurs subsequent to the termination or expiration of the franchise granted under this Agreement in: (a) obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including without limitation Sections 5.6, 12, 13.4, 13.5, 19.6 and 19.7 above); and/or (b) successfully defending a claim that Franchisor defrauded Franchisee into signing this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement do not govern the parties' relationship. Franchisee shall also pay to Franchisor any legal fees, costs and expenses incurred to defend itself from any third party who enjoins Franchisor in litigation arising solely out of actions taken or not taken by Franchisee.

21.14. **Notices and Payments**.

21.14.1. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, a nationally recognized overnight delivery service, or by other means, including digital format delivery to Franchisee's assigned Marco's email address, which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses designated on the Franchise Summary of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means that affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

21.14.2. All payments and reports required by this Agreement shall be sent to Franchisor's address specified in this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind Franchisor or any of its Affiliates, and acceptance of any such payment shall not constitute an accord and satisfaction.

21.15. **Cost of Enforcement**. If Franchisor pursues the enforcement of your performance under this Agreement in any manner, whether by filing a claim in a judicial proceeding, or otherwise, the non-prevailing party in any such proceeding or activity (regardless of whether such enforcement activity by Franchisor results in a judicial order or judgment to enforce any provisions of this Agreement), shall promptly reimburse the prevailing party for all reasonable costs and expenses, including reasonable accounting, expert witness and attorney's fees incurred, within 30 days following receipt of invoice for such expenses.

21.16. **Successors and Assigns**. This Agreement shall inure to the benefit of and shall bind the parties hereto, their permitted successors and permitted assigns. This Agreement is fully transferable by us, whether by operation of law or otherwise, without your consent and shall inure to the benefit of any transferee or any other legal successor to our interest herein and shall not be contestable by you.

21.17. **Construction**.

21.17.1. The language and terms of this Agreement shall be construed in a commercially reasonable manner according to their plain, ordinary meaning when viewed objectively by a reasonably intelligent person who has examined the provision within the content of the entire integrated agreement as a whole and who is aware of the customs, practices, usages and terminology as generally understood in the franchise pizza business, and not strictly against any party. A provision under this Agreement will only be construed as ambiguous if it is reasonably capable of more than one meaning when viewed objectively by a reasonably intelligent person who has examined the provision within the context of the entire integrated agreement as a whole and who is aware of the customs, practices, usages and terminology as generally understood in the pizza business.

21.17.2. The language of this Agreement shall be construed according to its fair meaning and not strictly against any party.

21.17.3. This Agreement and the exhibits referred to herein constitute the entire, full, and complete agreement between you and Franchisor concerning the subject matter hereof, and supersedes all prior agreements, no other representations having induced you to execute this Agreement. The parties acknowledge and agree that they are not relying on anything other than the words of this Agreement in deciding whether to enter into this Agreement. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

21.17.4. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

21.17.5. Nothing in this Agreement shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto, with the express exception of Franchisor Affiliates.

21.17.6. The headings of the sections are for convenience only and do not in any way define, limit or construe the contents of such section.

21.17.7. Except as otherwise provided herein, this Agreement may not be modified except by written agreement signed by both parties and may be executed in several counterparts and, if so executed, shall constitute one (1) agreement binding all parties hereto and their respective heirs, successors and assigns.

21.17.8. Time is of the essence in this Agreement.

21.17.9. Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein 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, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

21.17.10. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Section 20 above, any rights or remedies under or by reason of this Agreement.

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

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

21.17.13. All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

21.17.14 You expressly agree that under no circumstances shall any provision of this Agreement be interpreted as directing you to violate any applicable law.

21.18. **Franchisee Information Disclosure Agreement**. You and any Franchisee Owner agree to execute and deliver to us, contemporaneously with the execution of this Agreement, a Franchise Information Disclosure Agreement in a form satisfactory to us, irrevocably authorizing Franchisor to contact, collect and instruct the recipients to prepare and deliver to us, financial information from various financial institutions, accountants, tax preparers, government entities or other individuals or entities that we deem appropriate, from time to time.

21.19. **Force Majeure**. Except with respect to its payment obligations, no liability shall result from either party's delay in performance or non-performance, in whole or in part, to the extent that such delay or non-performance results from acts solely beyond that party's reasonable control (and which cannot be overcome by use of normal commercial measures) including, without limitation, acts of God, strikes, industrial/labor disputes, war, riot, civil unrest, terrorism, epidemic/pandemic or natural disaster. Such party must promptly provide written notice of such delay in performance or non-performance to the other party, and such excuse shall be continued only so long as the force majeure condition continues. Notwithstanding the foregoing, in the event of such an occurrence, each party shall make a good faith reasonable effort to perform its obligations hereunder.

[*Exhibits to Follow on Next Page*]

EXHIBIT A TO FRANCHISE AGREEMENT

MARCO'S FRANCHISING, LLC

Guarantee, Indemnification, and Acknowledgment

As an inducement to Marco's Franchising, LLC ("Franchisor") to execute the Franchise Agreement between Franchisor and _____ ("Franchisee"), dated _____ (the "Agreement"), the undersigned individuals _____, jointly and severally, hereby unconditionally guarantee to Franchisor and Franchisor's successors and assigns that all of Franchisee's monetary obligations under the Agreement will be punctually paid and performed.

Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment, renewal or extension thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants contained in Sections 5.6, 7.1, 12, 13.4, 13.5, 18.1, 19.6 and 19.7 of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "Marco's" marks or System licensed to Franchisee under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of

the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed exclusively in accordance with the laws of the State of Ohio (without regard, and without giving effect, to Ohio choice of law provisions) as well as the other provisions in Section 21 of the Agreement (including but not limited to the waiver of jury trial, waiver of punitive damages, agreement to bring claims within one year, and agreement not to engage in class action litigation against one another).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GRANTOR(S)

Signed: Signed: _____
(In their individual capacity)

Printed Name: _____
Home Address: _____
_____

EXHIBIT B TO FRANCHISE AGREEMENT

MARCO'S FRANCHISING, LLC

Assignment of Telephone Numbers

This Assignment of Telephone Numbers is effective as of the date of termination or expiration of the Franchise Agreement entered into between Marco's Franchising, LLC ("Franchisor") and _____ ("Franchisee") dated _____. By its signature on this Assignment, Franchisee hereby irrevocably assigns to Franchisor, or its designee, the telephone number(s) and associated listings issued to Franchisee with respect to Store #_____ ("Telephone Numbers"). Franchisor has no liability or obligation of any kind whatsoever arising from this assignment, unless and until Franchisor desires to take possession and control over the Telephone Numbers.

Upon termination or expiration of the Franchise Agreement and without any further notice to Franchisee, Franchisor is hereby authorized and empowered to notify the appropriate telephone company, as well as any other company that publishes telephone directories in any form whatsoever (collectively, "Service Providers"), to transfer the Telephone Numbers to us or such other person or entity as designated by Franchisor. Franchisee hereby grants to Franchisor an irrevocable power of attorney and appoint Franchisor as their attorney-in-fact to take any necessary actions to assign the Telephone Numbers, including but not limited to, executing any forms that the Service Providers may require to effectuate the assignment. This assignment is also for the benefit of the Service Providers, and such Service Providers may accept this assignment and Franchisor's instructions as conclusive evidence of Franchisor's rights in the Telephone Numbers, as if they had been originally issued to Franchisor.

In addition, Franchisee agrees to hold the Service Providers harmless from any and all claims against them arising out of any actions or instructions by Franchisor regarding the Telephone Numbers. Franchisee shall hold Franchisor harmless from any and all claims against Franchisor arising out of or in connection with any unpaid balances or outstanding amounts on Franchisee's account with Service Providers attributable prior to the effective date of such assignment and transfer. As such, Franchisor shall not be liable for any unpaid balances or other outstanding amounts on Franchisee's account with Service Provider, unless Franchisor expressly and in writing agrees to assume such liability.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Assignment of Telephone Numbers on the day and year first above written.

FRANCHISOR: Marco's Franchising, LLC	FRANCHISEE: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT C TO FRANCHISE AGREEMENT

MARCO'S FRANCHISING, LLC

Franchise Information Disclosure Agreement

Dated _____

To Whom It May Concern:

On behalf of _____ ("Franchisee"), I do hereby request that you provide Marco's Franchising, LLC ("Marco's") copies of my Store financial records, lease records, and/or insurance records requested by Marco's including, but not limited to: financial reports, the lease and any addenda, rent and other payments made under the lease, tax returns, sales tax returns, bank statements, bank account reconciliation, insurance policies, claims information and reports, or any other financial or insurance information related to the Marco's Pizza business that Marco's reasonably requests. For avoidance of doubt, I do hereby consent to a representative of Marco's contacting my bank, lessor or insurer to request copies of such information and affirm my consent to providing such information to Marco's upon its request.

Without further notice, I do hereby ask that you provide Marco's with copies of the financial reports of the Marco's Pizza Store business, prepared in accordance with the Marco's currently required income report format and provided to Marco's on a regular basis (as they may require) until further notice.

I do hereby agree to release and hold Marco's and its affiliates and the disclosing party harmless and indemnify you for any such release of such information provided to Marco's.

I ask that photocopies, faxes and digital format copies of this Agreement that are believed to be authentic copies of the original, to be accepted and acted upon as if it were an original.

Marco's hereby agrees to keep all information provided pursuant to this Agreement confidential and to use such information only for business purposes related to operating the Marco's System.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Franchise Information Disclosure Agreement on the day and year first above written.

FRANCHISOR: Marco's Franchising, LLC	FRANCHISEE: _____
By: _____ Printed Name: _____	By: _____ Printed Name: _____

Title: _____ Title: _____

EXHIBIT D TO FRANCHISE AGREEMENT

MARCO'S FRANCHISING, LLC

Property Interest Consent and Waiver

The purpose of this waiver is to affect your property rights. This waiver operates to supersede and amend any prior understanding or agreement between you and the Principal Owner (as defined below), whether written or oral. We strongly advise you to consult with legal counsel before executing this waiver.

I, _____, hereby represent that I reside in the state of _____ and am the legal spouse or partner (however such relationship is defined under applicable state law) of _____ ("Principal Owner"). I acknowledge and understand that Principal Owner, or a corporation, partnership, or limited liability company of which Principal Owner is a member/shareholder/partner, as applicable (the "Franchisee"), has entered into a Franchise Agreement with Marco's Franchising, LLC ("Franchisor") to acquire a Marco's Pizza® franchise and operate a Marco's Pizza® Store.

I hereby waive any right, now or in the future, to assert a community property or quasi community property interest in the Marco's Pizza® franchise, the Franchise Agreement, the Marco's Pizza® Store, or in the Franchisee entity. I understand that in the absence of this Property Interest Consent and Waiver (the "Waiver"), the Franchisor, as a condition of granting the Marco's Pizza® franchise, would have required me to personally enter into the Franchise Agreement and execute a personal guaranty of all of Franchisee's obligations under the Franchise Agreement. I understand that if I did not wish to provide this Waiver, I could have agreed to personally execute the Franchise Agreement and the personal guaranty. I represent and agree that the waiver of such conditions by Franchisor is sufficient consideration for this Waiver.

I hereby represent and acknowledge that I knowingly and deliberately elected not to do so and to instead provide this Waiver. If, notwithstanding this Waiver, I claim or am awarded in a legal action a community property interest, quasi community property interest, or other ownership interest in the franchise, the Franchise Agreement, the Marco's Pizza® Store, or in the Franchisee entity, other than by way of a transfer approved in writing by Franchisor as provided in the Franchise Agreement, that I hereby agree, without further action or execution of further instruments, that at the Franchisor's option, (i) I will be personally bound by all of the terms of the Franchise Agreement and be liable for the performance of all obligations thereunder, or (ii) the claim or awarding of such interest in the franchise, the Franchise Agreement, the Marco's Pizza® Store, or in the Franchisee entity constitutes grounds for termination of the Franchise Agreement as an unapproved transfer under Section 19.2.4.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Property Interest Consent and Waiver on the day and year written below.

FRANCHISOR: Marco's Franchising, LLC	WAIVING PARTY: _____
By: _____ Printed Name: _____ Title: _____	By: _____ Printed Name: _____ Date: _____

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS TO THE OPERATIONS MANUAL

OVERVIEW **1**

SECTION I: THE MARCO'S ORGANIZATION **5**

1. **Chapter 1** **6**
MARCO'S CULTURE 6
1.1 Welcome to Marco's! 7
1.2 Marco's Culture 10
1.3 Culture Tools 15
1.4 Marco's Five-Star Guest Experience 20
1.5 Operational Excellence 22

SECTION II: THE MARCO'S STORE **24**

2. **Chapter 2** **25**
STORE TEAMS25
2.1 Team Roles 26
2.2 Team Member Training 27
2.3 Team PEP Rallies 28

3. **Chapter 3** **34**
UNIFORMS & GROOMING. 34
3.1 Team Member Uniforms 35
3.2 Personal Grooming/Presentation 37
3.3 Body Marks 40

4. **Chapter 4** **41**
STORE STANDARDS 41
4.1 Product Standards 42
4.2 Service Standards 45
4.3 Image Standards 47
4.4 Hospitality Standards 49

5. **Chapter 5** **50**
STORE ORGANIZATION 50
5.1 Travel Path 51
5.2 Outside of Building 54
5.3 Lobby / Dining Room 55
5.4 Restrooms 57
5.5 Front Counter 58
5.6 Production Area 60
5.7 Three-Bay Sink/Cleaning Station 75
5.8 Walk-In Cooler/Food Prep 76
5.9 Ovens 80
5.10 Cut Table 81
5.11 Driver Station 83
5.12 Miscellaneous 84

6. **Chapter 6** **85**
EQUIPMENT 85

6.1 Equipment Basics 86
6.2 Bag-in-Box 87
6.3 Beverage Cooler 88
6.4 CO_2 Tank 89
6.5 Freezer 90
6.6 Grease Trap 91
6.7 Hot Bags 92
6.8 Hot Water System 93
6.9 HVAC — Heating & Air Conditioning 94
6.10 Make Lines 95
6.11 Mixer - Dough 96
6.12 Oven 97
6.13 Oven Hood 99
6.14 POS System Components. 100
6.15 Reproofing Unit 101
6.16 Scale — Digital 102
6.17 Slicer 103
6.18 Stretcher 104
6.19 Walk In 105

7. **Chapter 7** **106**
STORE HAZARDS 106
7.1 Appliances 107
7.2 Sharp Tools 108
7.3 Hot Foods 109
7.4 Equipment & Travel Path Hazards 110
7.5 Chemicals 112

8. **Chapter 8** **115**
SECURITY 115
8.1 Information Theft Prevention 116
8.2 Robbery Prevention — STORE 117
8.3 Robbery Prevention — DELIVERIES 121

9. **Chapter 9** **124**
CRISIS PROCEDURES 124
9.1 Crisis Management 125
9.2 Body Fluid Exposure 129
9.3 Chemical Spills 132
9.4 Contamination — FOOD 134
9.5 Contamination — WATER 136
9.6 Fire 140
9.7 Injuries 141
9.8 Natural Gas Leak 144
9.9 Power Outage 145
9.10 Robbery Procedures — IN STORE 149
9.11 Severe Weather/Natural Disaster 149
9.12 Violence — Community 151
9.13 Violence — Workplace 155
9.14 Marco's Incident Accident Report 156

10. **Chapter 10** **159**
CLEANING & SANITIZING 159
10.1 Cleaning & Sanitizing Products 160
10.2 Cleaning 161

10.3 Waste Disposal 163
10.4 Sanitizing 164
10.5 Restroom Cleaning 169
10.6 Floor Cleaning 172

SECTION III: FOOD PREPARATION 173

11. **Chapter 11 174**
FOOD SAFETY 174
11.1 Food Contaminants 175
11.2 Food Handling 177
11.3 Food Storage 181

12. **Chapter 12 184**
FOOD PREPARATION 184
12.1 Food Preparation Steps 185
12.2 **Cheese Prep 189**
12.3 Sauce Prep 194
12.4 Meats Prep 199
12.5 Produce Prep 208
12.6 Cans/Jars Prep 213
12.7 Croutons 217

13. **Chapter 13 220**
DOUGH MANAGEMENT 220
13.1 Mixing Dough 221
13.2 Making Dough Balls 226
13.3 Dough Ball Storage 230
13.4 Re-Proofing Dough 231
13.5 Dough Troubleshooting 233
13.6 Crispy Thin Crusts 236
13.7 Gluten Free Crusts 237

SECTION IV: ORDER PROCESS. 238

14. **Chapter 14 239**
ORDER PROCESS 239
14.1 Order Process Overview 240
14.2 Order Take 242
14.3 Order Make 251
14.4 Order Cut/Check 255
14.5 Order Pickup/Delivery* 256
14.6 Pricing Orders 258
14.7 Gift Card 260

SECTION V: PRODUCT ASSEMBLY 261

15. **Chapter 15 262**
PIZZA ASSEMBLY 262
15.1 Stretch Station 263
15.2 Sauce Station 269
15.3 Cheese Station 273
15.4 Topping Assembly Station 278
15.5 End of Line 283

16. **Chapter 16** **288**
SPECIALTY PIZZAS 288
16.1 All Meat. 289
16.2 BBQ Chicken 290
16.3 Chicken Fresco 291
16.4 Deluxe 292
16.5 Garden 293
16.6 Grilled Chicken Florentine 294
16.7 Hawaiian Chicken 295
16.8 Heart Shaped Pizza 296
16.9 Pepperoni Magnifico™ 298
16.10 White Cheezy 299
16.11 The Works 300
16.12 The Big Cheese 301

17. **Chapter 17** **302**
SUB SANDWICH ASSEMBLY 302
17.1 Sandwich Procedures 303
17.2 Sub Sandwich Builds 306

18. **Chapter 18** **310**
CALZONE ASSEMBLY 310
18.1 Build Process 310

19. **Chapter 19** **317**
PIZZA BOWL ASSEMBLY 317
19.1 Build Process 318

20. **Chapter 20** **327**
SALAD ASSEMBLY 327
20.1 Salad Procedures 328
20.2 Salad Builds 330

21. **Chapter 21** **335**
SIDES ASSEMBLY 335
21.1 CheezyBread 336
21.2 Chicken Dippers 340
21.3 Chicken Wings 341
21.5 Meatball Bake 343

22. **Chapter 22** **344**
DESSERTS ASSEMBLY 344
22.1 CinnaSquares® 345
22.2 Double Chocolate Brownie 348

23. **Chapter 23** **349**
CUT TABLE 349
23.1 Cut Table 350
23.2 Pizzas 357
23.3 Double Chocolate Brownie 362
23.4 Calzone 363
23.5 CheezyBread 364
23.6 CinnaSquares® 365
23.7 Chicken Dippers 366
23.8 Chicken Wings 367

23.9 Meatball Bake 368
23.10 Pizza Bowl 369
23.11 Sandwiches 370

SECTION VI: DRIVER 371

24. **Chapter 24 372**
DRIVER 372
22.1 Driver Eligibility 373
22.2 Driver Image 376
22.3 Delivery Vehicle 377
22.4 Driver - Start Shift Tasks 380
22.5 Driver Duties 382
22.6 Driver - End Shift Tasks 383
22.7 Drivers' Top Ten 385

25. **Chapter 25 386**
DELIVERY PROCESS 386
25.1 Six-Step Delivery Process 387
25.2 Route Delivery 388
25.3 Bag and Check Guest Orders 390
25.4 Dispatch Order/Check Out & Start Run 391
25.5 Deliver Order 392
253.6 Order Payment 397
25.7 Perform Marketing Tasks 400
25.8 End Run & Check In 401

26. **Chapter 26 402**
DELIVERY SAFETY 402
26.1 Driving Rules 403
26.2 Auto Accident Procedures 406
26.3 Delivery Safety – DRIVER 408

SECTION VII — GUEST COMPLAINTS 410

27. **Chapter 27 411**
GUEST COMPLAINTS 411
27.1 Guest Complaints 412

Appendix 415
A.1 Catering Program 416
A.2 Third Party Delivery 425
A.3 Marco's Mobile App 430

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

AUTHORIZATION AGREEMENT
FOR DIRECT WITHDRAWALS (ACH DEBITS)

STORE # or AR NAME: _____

By signature below, the undersigned ("Franchisee") hereby authorize(s) Marco's Franchising, LLC ("Franchisor"), to initiate debit entries to Franchisee's account provided below, for any funds that may become due to Franchisor, which includes, but is not limited to, Royalty Fees, advertising fund contributions, technology fees, supplies, or other items purchased. Franchisor is also authorized to initiate credit entries and adjustments for any errors made in the foregoing.

Franchisor will debit Franchisee's account for all applicable fees due to an ACH being returned for insufficient funds in the account on the date of the scheduled debit or on any future attempted debit of that amount. Franchisee understands that failure to have such necessary funds in the account on the scheduled due date is evidence of non-payment. Nothing in this Authorization Agreement limits or restricts Franchisor from taking any lawful action it deems necessary to collect a debt due by Franchisee.

Franchisee understands that this is a continuing authorization for Franchisor to initiate such debit transactions to Franchisee's account, and shall remain in full force and effect until Franchisor has received written notification from Franchisee of its revocation of such consent and has had a reasonable opportunity to act on it. Any terms not defined in this Authorization Agreement shall have the meaning ascribed to them in the Franchise Agreement.

INSTITUTION NAME:_____
CITY _____ STATE _____
ROUTING NO. (9 digits) _____ ACCOUNT NO. _____

Franchise Entity Name Date _____ Date _____

Authorized Signer(s) (if 2 are necessary, both must sign)

_____	_____
Signer 1	Signer 2
_____	_____
Printed Name	Printed Name

ACH SCHEDULE:

- **Royalty Fees, Advertising Fund Contributions, and Technology Fees**: Royalty Fees, Technology Fees, and all advertising fund contributions are deducted from the account via ACH on the Monday following the end of an Accounting Week. Franchisor does not send invoices or notices prior to the ACH. At the end of the Accounting Period, the first three weeks will be reconciled with the report for the entire period and any adjustments will be included with the 4th week.

- **Miscellaneous Invoices**: Miscellaneous Invoices will be emailed to your assigned Marco's email account, which will include the ACH date. All amounts will be deducted from the account via ACH 2 weeks from the date of the invoice.

- **National Recruitment Fund (ARs only)**: National Recruitment Fund contributions will be deducted from the account via ACH 10 days after the end of each Accounting Period.

EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

STANDARD LEASE RIDER

MARCO'S PIZZA® STANDARD LEASE RIDER

This Marco's Pizza Standard Lease Rider ("**Rider**") is made and entered into on _____ by and among _____ ("**Landlord**"), _____ ("**Tenant**"), and Marco's Franchising LLC, an Ohio limited liability company ("**MFLLC**").

RECITALS

A. This Rider supplements and forms part of the attached Lease Agreement between Landlord and Tenant dated _____ ("**Lease**") for the premises located at _____ ("**Premises**") to be used by Tenant as "Marco's Pizza" Store # _____.

B. This Rider is entered into in connection with MFLLC's approval of the Premises as a "Marco's Pizza" business and the grant of a franchise to Tenant pursuant to a Franchise Agreement dated _____ ("**Franchise Agreement**").

C. As a condition of the Franchise Agreement, MFLLC requires certain provisions to be contained in the leases entered into by its franchisees, and to evidence Landlord and Tenant's agreement to these terms, the parties hereby enter into this Rider.

1. MFLLC'S NOTICE AND CURE RIGHTS. Concurrently with giving Landlord Notice of Tenant's intention to exercise its right to renew under any option, Tenant shall send a copy of such Notice to MFLLC. In the event Tenant fails to exercise its right to renew within the time required in the Lease, MFLLC shall have an additional thirty (30) days from Tenant's failure to exercise such rights, in MFLLC's sole discretion, to exercise MFLLC's rights, and, if MFLLC elects, assign the Lease as provided in Section 2 of this Rider. Concurrently with giving any Notice of Default to Tenant, Landlord also agrees to send a copy of such Notice to MFLLC. In the event Tenant fails to cure any default within the time required in the Lease, MFLLC shall have an additional thirty (30) days from the date Tenant failed to cure in which to exercise MFLLC's rights, in MFLLC's sole discretion, to cure the default and, if MFLLC elects, assign the Lease as provided in Section 2 of this Rider. Should MFLLC choose not to exercise its option to cure the default, then Landlord shall have the right to exercise any of the remedies available to it under the Lease as a result of Tenant's default.

2. ASSIGNMENT OF LEASE. Notwithstanding anything in the Lease to the contrary, Landlord agrees that Tenant may assign the Lease and all of its right, title and interest (including all renewal rights) contained therein, without charge and without Landlord's consent required, to MFLLC or its parents, subsidiaries or affiliates (an "**MFLLC Entity**"), or to an authorized franchisee of MFLLC (a "**Franchisee**"), provided that such assignee shall be required to execute any documentation as reasonably required by Landlord to evidence the assignment. Tenant shall be and remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment of the Lease, unless Landlord specifically releases Tenant from liability.

In the event that MFLLC cures a Tenant default under Section 1 of this Rider, or if Tenant's Franchise Agreement has been terminated, MFLLC shall have the right, at its sole option, to unilaterally assign the Lease to itself, or to any MFLLC Entity, or to a Franchisee, without any further acknowledgment, authorization, or consent by Tenant being required, and without charge or Landlord's consent. Such assignee shall execute any documentation as reasonably required by Landlord to evidence the assignment. Tenant hereby irrevocably consents to MFLLC's rights under this paragraph and the remainder of this Rider, and any such exercise by MFLLC under this Rider shall without further act, operate as an effective assignment of Tenant's rights hereunder to MFLLC. Tenant hereby authorizes and acknowledges MFLLC's right to take possession of the Premises upon such triggering event, notwithstanding any asserted claim of Tenant against MFLLC. Landlord agrees to recognize the right of possession of MFLLC, or any designated MFLLC Entity or Franchisee (as the case may be) upon assignment from MFLLC or an MFLLC Entity without any further direction or authorization from Tenant being required.

Notwithstanding anything to the contrary contained in this Rider, in the event MFLLC or an MFLLC Entity takes an assignment of the Lease and subsequently assigns the Lease to another MFLLC Entity or a Franchisee, then on the effective date of such assignment, the rights of MFLLC, or the MFLLC Entity, as the case may be, as a tenant under the Lease shall terminate and the obligations of MFLLC or the MFLLC Entity, as the case may be, as a tenant shall cease to accrue. As such, following the effective date of any subject assignment, MFLLC or, if applicable, the transferring MFLLC Entity, shall have no further liability under the Lease, except for obligations which accrued after the date MFLLC, or the applicable MFLLC Entity, accepted the assignment of the Lease and prior to the effective date of the subsequent assignment to another MFLLC Entity or a Franchisee.

3. USE CLAUSE. Tenant shall only use the Premises for the purpose of operating a "Marco's Pizza" store that engages in the preparation and sale of pizza and related food and beverage items for dine-in, carryout and delivery, including any incidental merchandising as is customary in a Marco's Pizza Store now or in the future. Landlord agrees that throughout the term of the Lease, including any renewals and extensions and provided Tenant is not in default of the Lease, Landlord shall not permit, whether directly or indirectly, another pizza delivery or carryout store, any adult bookstore, or adult theater to be operated in the shopping center.

4. DE-IDENTIFICATION. In the event of a termination or expiration of the Lease or the Franchise Agreement, as the case may be, MFLLC shall have the right to enter the Premises for inspection to ensure Tenant's compliance with the de-identification of the Premises as required under the Franchise Agreement. If MFLLC elects to exercise such right, MFLLC shall give Landlord advance written notice of its intended entry date for such purpose. If, in MFLLC's sole discretion, it determines that the Premises has not been properly de-identified, then MFLLC shall have the right, at its sole election, to de-identify the Premises itself. Tenant shall indemnify, defend, and hold both Landlord and MFLLC harmless from and against any and all liability or loss arising from MFLLC's de-identification of the Premises.

5. NOTICES. Landlord agrees to return a fully executed original of the Lease and this Rider to MFLLC within ten (10) days of execution. Electronically generated and delivered signatures shall be deemed originals and are fully binding upon the signatories to this Rider. All notices to MFLLC pursuant to this Rider shall be in writing and shall be personally delivered, sent by registered mail or reputable overnight delivery service or by other means which afford the sender evidence of delivery or rejected delivery to: *Marco's Franchising, LLC, Attn: Legal Department, 5252 Monroe Street, 2nd Floor, Toledo, OH 43623, legal@marcos.com*.

6. BY EXECUTING THIS RIDER TO LEASE, MFLLC DOES NOT ASSUME ANY LIABILITY OR OBLIGATION WHATSOEVER WITH RESPECT TO THE PREMISES OR THE LEASE UNLESS AND UNTIL MFLLC EXPRESSLY, AND IN A SEPARATE WRITING, AGREES TO ASSUME SUCH LIABILITY AND/OR OBLIGATION AS DESCRIBED ABOVE.

_____	_____	**Marco's Franchising, LLC**
Landlord	**Tenant**	
By:_____	By:_____	By:_____
Printed Name:_____	Printed Name:_____	Printed Name:_____
Title:_____	Title:_____	Title:_____

EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT

STATE-SPECIFIC AMENDMENTS

California Franchise Agreement Amendment

In recognition of the requirement of California Business and Professions Code Section 20022(h), the parties to the attached Marco's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. To amend Section 19.7.2.3 by replacing the last sentence of that section with the following:

   If you agree to the amount owed or Franchisor has received a final adjudication of any amounts owed, Franchisor shall have the right, but not the obligation, to set off against and reduce the purchase price by any and all amounts owed by you or any Franchisee Owner(s) to Franchisor or any of its Affiliates, key suppliers, purveyors or other persons or entities which Franchisor depends upon for continuing good will, in Franchisor's sole opinion.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. This amendment will be effective only so long as the requirements of the California Business and Professions Code still apply to that provision and without any reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this California amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Illinois Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Marco's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 3 of the Agreement, under the heading "Grant of License; Renewal Options," shall be amended by the addition of the following new paragraph 3.4, which shall be considered an integral part of the Agreement:

3.4 If any of the provisions of this Section 3 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 19 of the Agreement, under the heading "Termination or Expiration," shall be amended by the addition of the following new paragraph 19.9, which shall be considered an integral part of the Agreement:

19.9 If any of the provisions of this Section 19 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply. Your rights upon Termination and Non-Renewal are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

3. Sections 21.1 and 21.4 of the Agreement, under the heading "General Conditions," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in lieu thereof:

21.1 **Governing Law, Severability, and Substitution of Provisions**. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1051 et seq.), this Agreement and the relationship between Franchisor, you and any Franchisee Owner will be exclusively governed by the laws of the State of Illinois (without regard to, and without giving effect to, the application of Illinois choice-of-law rules).

21.3 **Jurisdiction and Venue**. The following sentence is amended to reflect the following:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

4. Section 21 of the Agreement, under the heading "General Conditions," shall be amended by the addition of the following new Section 21.17, which shall be considered an integral part of the Agreement:

21.17 Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. **Financial Condition** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you. At the close of fiscal year 2023, the Franchisor's Balance Sheet reveals that the Franchisor had deficit working capital and debt-to-equity greater than 5:1.

7. Each provision of this amendment will be effective only so long as the requirements of the Illinois Franchise Disclosure Act still apply to that provision, and without any reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Illinois Development Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Marco's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. Section 4 of the Agreement, under the heading "Term," shall be amended by the addition of the following new paragraph, which shall be considered an integral part of the Agreement:

> 3.4 If any of the provisions of this Section 4 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Developer if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 6 of the Agreement, under the heading "Default," shall be amended by the addition of the following new paragraph 6.8, which shall be considered an integral part of the Agreement:

> 6.8 If any of the provisions of this Section 6 concerning termination are inconsistent with Section 19 and Section 20 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Section 15.1 of the Agreement, under the heading "Applicable Law," shall be deleted in its entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in lieu thereof:

> 15.1 This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed exclusively under the laws of the State of Illinois, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Illinois choice of law rules); provided, however, that if the covenants in Section 8 of this Agreement would not be enforceable under the laws of Illinois, and Developer is located outside of Illinois, then such covenants shall be interpreted and construed under the laws of the state in which the Developer's principal place of business is located. Nothing in this Section 15.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Illinois to which this Agreement would not otherwise be subject.

4. Section 15.3 of the Agreement, under the heading "Applicable Law," this clause is intentionally omitted.

5. Section 15 of the Agreement, under the heading "Applicable Law," shall be supplemented by the addition of the following new Section 15.10, which shall be considered an integral part of the Agreement:

15.10 In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

6. Section 15 of the Agreement, under the heading "Applicable Law," shall be supplemented by the addition of the following new Section 15.11, which shall be considered an integral part of the Agreement:

15.11 In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

7. **Financial Condition** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you. At the close of fiscal year 2023, the Franchisor's Balance Sheet reveals that the Franchisor had deficit working capital and debt-to-equity greater than 5:1.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this amendment will be effective only so long as the requirements of the Illinois Franchise Disclosure Act still apply to that provision and without any reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois amendment to the Development Agreement on the same date as the Development Agreement was executed.

Marco's Franchising, LLC

_____
Developer

By:_____ By:_____

Name:_____ Name:_____

Title:_____ Title:_____

Maryland Franchise Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the parties to the attached Marco's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2.4 of the Agreement, under the heading "Grant of License; Renewal Options," shall be amended by the addition of the following:

> The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 20.2.4(h) of the Agreement, under the heading "Ownership and Transfer of Franchise Interests," shall be amended by the addition of the following:

> The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 21.8 of the Agreement, under the heading "General Conditions," shall be amended by the addition of the following:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Sections 5.1 through 5.5 of the Agreement, under the heading "Acknowledgments and Representations," are deleted in their entirety.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Maryland Development Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the parties to the attached Marco's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. Section 7.5.1 of the Agreement, under the heading "Transfers," shall be amended by the addition of the following:

The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Sections 15.8 of the Agreement, under the heading "Applicable Law," shall be amended by the addition of the following:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

3. Section 16 of the Agreement is deleted in its entirety.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Development Agreement on the same date as the Development Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____

Title:_____ Title:_____

Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. § 80C., and of the Rules and Regulations promulgated thereunder by the Commissioner of Commerce, the parties to the attached Marco's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Franchise Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

b. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases): (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

c. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols, or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

d. Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

e. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

f. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

g. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

2. Each provision of this Amendment to the Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act are met independently with respect to each such provision and without reference to this Amendment to the Agreement.

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. The Agreement shall not require a Designated Operator, Above Store Leader or General Manager (so long as each individual is not a Principal Owner of the Stores or Designated Franchise Owner) or employee of franchisee to sign a post-term covenant not to compete.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Minnesota Development Agreement Amendment

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. § 80C., and of the Rules and Regulations promulgated thereunder by the Commissioner of Commerce, the parties to the attached Marco's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

b. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases): (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

c. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols, or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

d. Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

e. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

f. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

g. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment to the Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act are met independently with respect to each such provision and without reference to this Amendment to the Agreement.

4. The Agreement shall not require a Designated Operator, Above Store Leader or General Manager (so long as each individual is not a Principal Owner of the Stores or Designated Franchise Owner) or employee of franchisee to sign a post-term covenant not to compete.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Minnesota amendment to the Development Agreement on the same date as the Development Agreement was executed.

Marco's Franchising, LLC Franchisor	_____ Developer
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

New York Franchise Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Marco's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 3.2.4 of the Agreement, under the heading "Grant of License; Renewal Options," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 3.2.4 You, and all of your Franchisee Owners, must have executed and delivered to Franchisor a general release of any and all claims against Franchisor and its Affiliates, in a form prescribed by us, accruing for all claims prior to the commencement of the New Franchise; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680 695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied; and

2. Section 20.2.4(h) of the Agreement, under the heading "Ownership and Transfer of Franchise Interests," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (h) You and any Franchisee Owner must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates, officers, directors, employees, agents, successors and assigns; provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680 695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 21.2 of the Agreement, under the heading "General Conditions," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 21.2 **Injunctive Relief**. Franchisor will have the right, without the posting of any bond or security, to apply for specific performance of the terms of this Agreement, by petitions for temporary and permanent injunctions or other similar equitable relief. Specifically, Franchisor will have the right to seek such relief to prevent you or any Franchisee Owner from: (A) misusing any of the rights licensed by this Agreement; (B) engaging in competitive operations in violation of the covenants set forth in Section 13.4; (C) transferring or assigning any Interest without complying with this Agreement; (D)engaging in acts or practices in

violation of applicable laws and regulations or which are fraudulent, dishonest or create health or other hazards to the public; (E) misuse of any confidential information as set forth in this Agreement; or (F) impairing the good will associated with the Marks. Franchisor rights to apply for such relief are in addition to all other remedies available to Franchisor under applicable law or this Agreement.

4. Section 21 of the Agreement, under the heading "General Conditions," shall be amended by the addition of the following language:

Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by Franchisor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or the franchise will be opening in New York. Franchisor is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

New York Development Agreement Amendment

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Marco's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. Section 7.5.1 of the Agreement, under the heading "Transfers," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 7.5.1 The transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including, without limitation, claims arising under this Agreement, any other agreement between Developer and Franchisor or its affiliates, and federal, state, and local laws and rules; provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680 695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 15.6 of the Agreement, under the heading "Applicable Law," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> 15.6 Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

3. Section 15 of the Agreement, under the heading "Applicable Law," shall be supplemented by the addition of the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Developer by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by Franchisor would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Developer is domiciled in or the development will be opening in New York. Franchisor is required to furnish a New York prospectus to every prospective developer who is protected under the New York General Business Law, Article 33.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Development Agreement on the same date as the Development Agreement was executed.

Marco's Franchising, LLC Franchisor	_____ Developer
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

North Dakota Franchise Agreement Amendment

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 Agreement for Marco's Franchising, LLC shall be amended as follows:

1. The Franchise Agreement shall be amended by the addition of the following new Section 22:

22. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota area representatives:

A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business (subject, however, to the possible application of the Federal Arbitration Act, 9 US Code §§1-14).

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, are met independently without reference to this amendment.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

North Dakota Development Agreement Amendment

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 Development Agreement for Marco's Franchising, LLC shall be amended as follows:

1. The Development Agreement shall be amended by the addition of the following Section 17

17 The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota developers:

A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the developer's business (subject, however, to the possible application of the Federal Arbitration Act, 9 US Code §§1-14).

C. Restriction on Forum: Any provision requiring North Dakota developers to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota developers to consent to liquidated damages or termination penalties.

E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Any provision requiring North Dakota developers to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota developers to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota developers to execute a general release of claims as a condition of renewal or transfer of a franchise.

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, are met independently without reference to this amendment.

[*Signature page to follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Development Agreement on the same date as the Development Agreement was executed.

Marco's Franchising, LLC Franchisor	_____ Developer
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Virginia Franchise Agreement Amendment

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Virginia Development Agreement Amendment

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Development Agreement, to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia Amendment to the Development Agreement on the same date as the Development Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Washington Franchise Agreement Amendment

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Marco's Franchising, LLC	_____ Franchisee
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Washington Development Agreement Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Marco's Franchising, LLC Development Agreement agree as follows:

The state of Washington has a statute, RCW 19.100.180, which may supersede the development agreement in your relationship with the [franchisor/licensor] including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the [franchise/license/development] agreement in your relationship with the franchisor including the areas of termination and renewal of your development.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a developer shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Development Agreement on the same date as the Development Agreement was executed.

Marco's Franchising, LLC Franchisor	_____ Developer
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEE CERTIFICATION

EXHIBIT J TO FRANCHISE AGREEMENT

FRANCHISEE CERTIFICATION

Not Effective in California, Hawaii, Illinois, Indiana, Maryland, Michigan, New York, North Dakota, Rhode Island, Virgina, Washington or Wisconsin

As you know, Marco's Franchising, LLC (the "Franchisor") and you are signing a Franchise Agreement for the establishment and operation of a Marco's franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a.	_____ Initials_____	The date on which I received Franchisor's Franchise Disclosure Document (FDD)
b.	_____ Initials_____	The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed.
c.	_____ Initials_____	The date on which I signed the Franchise Agreement.

2. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to it?
   Yes _____ No _____

3. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreement provided to you?
   Yes _____ No _____

   If no, what parts of the Franchise Agreement, Addendum, and/or related agreement do you not understand?

4. Have you received and personally reviewed the FDD that was provided to you?
   Yes _____ No _____

5. Did you sign a receipt for the FDD indicating the date you received it?
   Yes _____ No _____

6. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?
   Yes _____ No _____

If No, what parts of the FDD and/or Addendum do you not understand?

_____

_____

7. Were you represented by an attorney in connection with the evaluation of the Marco's franchise?
Yes _____ No _____

If yes, please provide the contact information for your attorney.

_____

If No, do you wish to have more time to do so?

Yes _____ No _____

8. Do you understand that the success or failure of your Marco's franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors over which Marco's has little or no control?
Yes _____ No _____

9. Do you understand that no agreement or addendum is effective until it is also signed and dated by a duly authorized officer of the Franchisor?
Yes _____ No _____

10. Do you understand that there are no promises, agreements, "side deals" or arrangements (whether written or oral) that are not in the Franchise Agreement, Development Agreement, and their referenced amendments, attachments, and exhibits?
Yes _____ No _____

11. If you have answered No to any one of questions 8-10 please provide a full explanation of each No answer in the following blank lines. If you have answered Yes to questions 8-10, please leave the following lines blank.

_____

_____

12. Has anyone speaking for the Franchisor made any statement or promise concerning the revenues, profits or operating costs of a Marco's franchise operated by the Franchisor or its franchisees, that is contrary to the information contained in the FDD?
Yes _____ No _____

13. Has anyone speaking for the Franchisor made any statement or promise regarding the amount of money you may earn in operating a Marco's franchise that is contrary to the information contained in the FDD?
Yes _____ No _____

14. Has anyone speaking for the Franchisor made any statement or promise concerning the total amount of revenue the Marco's franchise will generate, that is contrary to the information contained in the FDD?
Yes _____ No _____

15. Has anyone speaking for the Franchisor made any statement or promise regarding the costs you may incur in operating the Marco's franchise that is contrary to or different from, the information contained in the FDD?
Yes _____ No _____

16. Has anyone speaking for the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Marco's franchise?
Yes _____ No _____

17. Has anyone speaking for the Franchisor made any statement, promise or agreement concerning the trade area, advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?
Yes _____ No _____

18. If you have answered "Yes" to any one of questions 12-17, please provide a full explanation of each Yes answer in the following blank lines. If you have answered No to each of questions 12-17, please leave the following lines blank.

_____

_____

19. Do you understand that all disputes and claims you may have against the Franchisor must be mediated and/or litigated in Lucas County, Ohio?
Yes _____ No _____

20. Do you understand that the Franchise Agreement and the Development Agreement provide that you can only collect compensatory damages on any claim under or related to the Franchise Agreement or the Development Agreement and not any consequential or punitive damages?
Yes _____ No _____

21. Do you understand that the Franchise Agreement and the Development Agreement include a waiver of jury trials?
Yes _____ No _____

22. Do you understand that the Franchise Agreement and the Development Agreement include a requirement that claims must be brought within one year after they arise or they may no longer be brought after that time?
Yes _____ No _____

23. Do you understand that if the Franchisor shares with you information (that may be generated by a third party or otherwise) that relates to the evaluation of potential locations for your Marco's franchise, you should not rely on that information as a representation or suggestion by the Franchisor that a particular location for a Marco's franchise will be successful, or that you can expect to achieve a particular level of sales or profits from operating a Marco's franchise at that location?
Yes _____ No _____

24. Do you understand that you do not have an automatic right to participate in any individual financing program that is sponsored by us or to any guarantee program we may offer?
Yes _____ No _____

25. Have you read and do you understand the Brand Launch Program as described in Item 11 of the FDD and in Section 11.6 of the Agreement, and do you understand that there is no assurance that the Brand Launch Program will result in any level of sales or profits?
Yes _____ No _____

[Signature page to follow]

For California prospective franchisees: You are not required to sign this Franchisee Certification.

For Maryland prospective franchisees: Do not sign this Franchisee Certification if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully, accurately, and completely to each of the above questions.

Signature_____

Printed Name:_____

Date:_____

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES AND COMPANY-OWNED STORES

List of Franchisees as of December 31, 2023

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
AL	7360 Hwy. 431 Suite 11	Albertville	35950	(256) 660-5666	Biren Urvi 3, LLC
AL	22099 Hwy. 72 E	Athens	35613	(256) 800-1010	TEB Restaurant Group Athens, LLC
AL	231 N Dean Rd. Suite 1	Auburn	36830	(334) 209-2200	MP8060, LLC
AL	1673 Shug Jordan Pkwy. Suite 6	Auburn	36830	(334) 758-9800	MP8463, LLC
AL	1302 2nd Ave. SW Suite A	Cullman	35055	(256) 255-7070	TEB Cullman, LLC
AL	2004 US Hwy. 98	Daphne	36526	(251) 625-6550	Enterprise Pizza Partners, LLC
AL	2699 Sandlin Rd. Unit A-1	Decatur	35601	(256) 822-1300	Red Head Enterprises, LLC
AL	3119 Ross Clark Cr.	Dothan	36303	(334) 699-6700	Enterprise Pizza Partners, LLC
AL	1865 E Main St. Suite 4	Dothan	36301	(334) 375-7575	Enterprise Pizza Partners, LLC
AL	2200 Ozark Hwy.	Enterprise	36330	(334) 347-5700	Enterprise Pizza Partners, LLC
AL	3250 Florence Blvd.	Florence	35634	(256) 980-3000	Biren Urvi 2, LLC
AL	1095 Hwy. 165 Building 6	Ft. Mitchell	36856	(334) 855-9900	MP 165, LLC
AL	160 Cotton Creek Dr.	Gulf Shores	36542	(251) 975-1200	MCAA Alabama, LLC
AL	1091 Hwy. 31 NW #405	Hartselle	35640	(256) 773-0500	Rajipo, Inc.
AL	4969 Hwy. 17	Helena	35080	(205) 358-9900	Pizza Guys Alabama, LLC
AL	2304 John Hawkins Pkwy. Suite 102	Hoover	35244	(205) 583-0400	Pizza Guys Alabama, LLC
AL	11310 South Memorial Pkwy.	Huntsville	35803	(256) 270-9600	Alamal Pizza, Inc.
AL	2315 Bob Wallace Ave. Building 1, Suite 104	Huntsville	35805	(256) 489-5059	Alamal Pizza, Inc.
AL	7559 Hwy. 72 W	Madison	35758	(256) 864-2019	Alamal Pizza, Inc.

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
AL	11156 County Line Rd.	Madison	35756	(256) 325-1054	TEB Madison II, LLC
AL	11836 Hwy 231 / 431 N. Suite A	Meridianville	35759	(256) 804-6767	TEB Meridianville, LLC
AL	2394 Dawes Rd.	Mobile	36695	(251) 639-3535	MCAA Alabama, LLC
AL	5055 B Cottage Hill Rd.	Mobile	36609	(251) 308-4888	MCAA Alabama, LLC
AL	100 N Florida St. Suite D1	Mobile	36607	(251) 283-0900	MCAA Alabama, LLC
AL	3171 Taylor Rd.	Montgomery	36116	(334) 356-6000	Venice Pizza
AL	1623 Perry Hill Rd.	Montgomery	36106	(334) 356-8680	Venice Pizza, LLC
AL	7020 Atlanta Hwy.	Montgomery	36117	(334) 356-4422	Venice Pizza, LLC
AL	1003 Woodward Ave.	Muscle Shoals	35661	(256) 978-2020	Biren Urvi 4, LLC
AL	1021 McFarland Blvd. Suite 800	Northport	35476	(205) 330-4555	Pizza Guys Alabama, LLC
AL	1459 Fox Run Pkwy.	Opelika	36801	(334) 749-3334	Venice Pizza, LLC
AL	3462 Crosswinds Dr. Suite J	Phenix city	36869	(334) 408-4030	MP 431, LLC
AL	5408 Summerville Rd.	Pheonix City	36867	(334) 297-7997	Two Guys Pies AL, LLC
AL	676 McQueen Smith Rd. N	Prattville	36066	(334) 491-7777	Venice Pizza, LLC
AL	35 Shell St.	Saraland	36571	(251) 241-0110	MCAA Alabama, LLC
AL	24557 John T. Reid Pkwy.	Scottsboro	35768	(256) 999-0300	Biren Urvi, LLC
AL	10240 Eastern Shore Blvd. Suite 2	Spanish Fort	36527	(251) 355-1212	BNBU1, LLC
AL	1147 US 231 S Suite 12	Troy	36081	(334) 231-8080	Venice Pizza, LLC
AL	300 Main St.	Trussville	35173	(205) 661-5555	D & A Pizza, LLC
AZ	709 W Ray Rd. Suite C-1	Gilbert	85233	(480) 746-4440	MPGASTON, LLC
AZ	5885 West Baseline Rd. Suite 120	Laveen Village	85339	(480) 750-1010	MPGASTON, LLC
AZ	446 N Higley Rd. Suite 105	Mesa	85205	(480) 396-4300	Desert Dough, LLC
AZ	10550 N La Canada Dr.	Oro Valley	85737	(520) 297-6500	MCAA Arizona Pizza, LLC
AZ	6330 East Golf Links Rd. Suite 142	Tucson	85730	(520) 747-3898	MCAA Arizona Pizza, LLC
AZ	13370 E Mary Ann Cleveland Way Suite	Vail	85641	(520) 822-8322	MCAA Arizona Pizza, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	114				
AR	2502 SW 14th St.	Bentonville	72712	(479) 268-5422	JRMKPIZZAMARC5051, LLC
AR	5311 Hwy. 5 North Suite 202	Bryant	72022	(501) 481-5566	Graceland Pies 5147, LLC
AR	2080 W Main St.	Cabot	72023	(501) 286-7983	Graceland Pies 5050, LLC
AR	2501 Dave Ward Dr. Suite A2	Conway	72034	(501) 327-7070	Graceland Pies 5031, LLC
AR	3399 W Black Forest Dr.	Fayetville	72704	(479) 521-5553	Graceland Pies 5116, LLC
AR	2505 Market Trace	Fort Smith	72908	(479) 755-9100	Graceland Pies 5174, LLC
AR	3701 E Johnson Ave.	Jonesboro	72401	(870) 393-5656	1st Delco Joint, LLC
AR	3105 Southwest Dr.	Jonesboro	72404	(870) 558-5656	2nd Takeout Joint, LLC
AR	11601 N Rodney Parham Rd.	Little Rock	72212	(501) 978-0022	SicilyDZ2, LLC
AR	19428 Cantrell Rd.	Little Rock	72223	(501) 588-4111	Graceland Pies 5276, LLC
AR	105 Country Club Pkwy.	Maumelle	72113	(501) 851-2222	Graceland Pies 5068, LLC
AR	5007 JFK Blvd.	North Little Rock	72116	(501) 753-8100	Graceland Pies 5030, LLC
AR	1733 W Kings Highway	Paragould	72450	(870) 240-0401	Velocity Pizza 2, LLC
AR	1902 S 8th St. Suite 5	Rogers	72758	(479) 631-3000	Graceland Pies 5124, LLC
AR	1221 W Beebe Capps Expy.	Searcy	72143	(501) 279-7777	BrandMe Enterprises, LLC
AR	14718 AR-107	Sherwood	72120	(501) 834-1133	Graceland Pies 5010, LLC
AR	3637 S Old Missouri Rd.	Springdale	72764	(479) 751-2085	JRMKPIZZAMARC5109, LLC
CA	2230 Herndon Ave. Suite 101	Clovis	93611	(559) 472-0090	Bersaglio Enterprises, LLC
CA	865 N. Willow Ave. Suite 102	Clovis	93611	(559) 753-8700	Bersaglio Copper River, LLC
CA	357 W Mission Ave.	Escondido	92025	(442) 999-2220	Simon's Kitchen LLC
CA	25004 Blue Ravine Rd.	Folsom	95630	(916) 790-3555	MTA Family Corporation
CA	16120 South Highland Ave.	Fontana	92336	(909) 600-6010	Dhank, LLC
CA	3013 Florida Ave.	Hemet	92545	(951) 929-5300	A & L Pizza, Inc

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
CA	13368 Main St. Suite 2	Hesperia	92345	(760) 284-1370	L&K Thomas Enterprises, Inc.
CA	27701 Scott Rd.	Menifee	92584	(951) 566-5500	A&L Pizza, Inc.
CA	39500 Murrieta Hot Springs Rd.	Murrieta	92563	(951) 900-6069	A&L Pizza, Inc.
CA	2350 E Vineyard Ave. Suite B3	Oxnard	93036	(805) 322-8360	MPE One, LLC
CA	6839 Lonetree Blvd.	Rocklin	95765	(916) 660-5866	Placer Pizza, LLC
CA	11631 Duenda Rd.	San Diego	92127	(858) 705-6432	Alimi, LLC
CA	14318 Ventura Blvd. #140	Sherman Oaks	91423	(818) 788-1001	Athena Plan, Inc
CA	18938 Ventura Blvd. #140	Tarzana	91356	(818) 609-3333	Athena Plan, Inc.
CA	33321 Temecula Pkwy.	Temecula	92592	(951) 302-3649	AMBA Enterprises, Inc.
CA	1434 Foothill Blvd.	Upland	91786	(909) 755-8585	Rujula LLC*
CA	6120 Telegraph Rd. Suite A	Ventura	93003	(805) 856-3100	MPE Two, LLC
CA	2230 Lake Washington Blvd. Suite 130	West Sacramento	95691	(916) 516-1660	Gadra Pizza, LLC
CA	30920 Benton Suite 103	Winchester	92596	(951) 345-4777	Kash French Valley Pizza, Inc.
CO	8560 Five Parks Dr.	Arvada	80005	(303) 424-0441	La Tavola Five Parks, LLC
CO	24300 E Smoky Hill Rd. Suite 114	Aurora	80016	(303) 953-7880	MCAA Colorado, LLC
CO	21699 E Quincy Ave. Suite F	Aurora	80015	(720) 708-4922	MCAA Colorado, LLC
CO	6750 S Cornestar Way	Aurora	80016	(720) 812-9090	MCAA Colorado LLC
CO	6785 120th St.	Broomfield	80020	(303) 465-6447	La Tavola West 120, LLC
CO	9420 Briar Village Pt.	Colorado Springs	80920	(719) 434-3773	La Tavola Briargate, LLC
CO	4492 Austin Bluffs Pkwy.	Colorado Springs	80918	(719) 203-3599	La Tavola Austin Bluffs, LLC
CO	4935 Centennial Blvd. Suite D	Colorado Springs	80919	(719) 598-0464	La Tavola Centennial, LLC
CO	1580 Space Center Dr.	Colorado Springs	80915	(719) 573-8842	Pizza Mia, Inc.
CO	1580 Space Center Drive	Colorado Springs	80915	(719) 573-8842	K Food, LLC
CO	8286 Northfield Blvd.	Denver	80238	(303) 996-2929	

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
					La Tavola Northfield, LLC
CO	6130 Firestone Blvd. Suite 501	Firestone	80504	(303) 882-0655	Singh Pizza, LLC
CO	2000 35th Ave. Suite A	Greeley	80634	(970) 506-1111	Big Cheese Greeley, LLC
CO	50 W Littleton Blvd. Suite 301	Littleton	80120	(720) 506-4900	MCAA Colorado, LLC
CO	9956 W Remington Pl	Littleton	80128	(801) 920-5418	MCAA Colorado LLC
CO	12899 Quebec St.	Thornton	80602	(720) 749-3987	La Tavola Quebec, LLC
CO	14663 Orchard Pkwy.	Westminster	80023	(303) 953-7881	La Tavola Orchard, LLC
CO	7699 W 88th Ave.	Westminster	80005	(303) 424-4661	MCAA Colorado LLC
FL	260 Harbor Village Ln.	Apollo Beach	33572	(813) 812-7979	Shri Dipeshwari of Apollo Beach, LLC
FL	1616 Rock Springs Rd.	Apopka	32712	(321) 248-1450	OLP 1, LLC
FL	2300 E Semoran Blvd. Suite D	Apopka	32738	(321) 248-7888	Top Shelf Pizza 3, LLC
FL	953 Atlantic Blvd.	Atlantic Beach	32233	(904) 372-4461	KLE Pizza #2, LLC
FL	1775 N Broadway	Bartow	33830	(863) 457-4900	Beach Dough, LLC
FL	24851 S Tamiami Tr. Suite 3	Bonita Springs	34134	(239) 992-6600	Naples Bay Enterprises, LLC
FL	1020 Gateway Blvd. Suite 103	Boynton Beach	33426	(561) 742-4000	Shree Hari OM 24, LLC
FL	811 East Brandon Blvd.	Brandon	33511	(813) 643-9988	JAYDEV 8022, LLC
FL	290 Nicholas Pkwy. NW	Cape Coral	33991	(239) 458-4000	JNY OM, Inc
FL	810 South Missouri Ave.	Clearwater	33756	(727) 443-7333	B&T Pizza House, LLC
FL	2620 E Hwy. 50	Clermont	34711	(407) 614-0114	Windermere Pizza Group, LLC
FL	4279 South US Hwy. 27 Suite H	Clermont	34711	(352) 708-8179	Windermere Pizza Group, LLC
FL	9310 US Hwy. 192	Clermont	34786	(863) 866-2300	MP Shark Pizza, LLC
FL	2301 FL-524 Unit A105	Cocoa	32926	(321) 806-1122	Dream Foods 2022, LLC
FL	11050 Griffin Rd.	Cooper City	33328	(954) 869-9199	The Regular Company, LLC
FL	8220 Wiles Rd.	Coral Springs	33067	(754) 702-2750	Meadow Creek Associates, LLC
FL		Crestview	32536	(850) 270-2300	

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	2100 S Ferdon Blvd. Suite 160				Enterprise Pizza Partners, LLC
FL	11780 US Hwy. 301	Dade City	33525	(352) 458-4009	Sumukh Investments, LLC
FL	7553 Osceola Polk Line Rd.	Davenport	33896	(321) 401-4849	Windermere Pizza Group, LLC
FL	1173 W International Speedway Blvd. Unit 10A	Daytona Beach	32114	(386) 267-0200	AXSIOS Group, LLC
FL	955 S Woodland Blvd. Unit 4	Deland	32720	(386) 490-9007	Exalt, LLC
FL	1573 Saxon Blvd. Suite 102	Deltona	32725	(386) 878-7555	Tiffany's Slice of Deltona, LLC
FL	19 Poinciana Blvd.	Destin	32550	(850) 460-2999	Shreediman, LLC
FL	28065 Hwy. 27	Dundee	33838	(863) 238-1400	MPZ Tarpon, LLC
FL	1440 Main St Unit A	Dunedin	34698	(727) 357-0123	BAMA PIZZA 8028, LLC
FL	1970 S McCall Rd.	Englewood	34223	(941) 475-8800	TBDB GR8 Pizza, LLC
FL	17315 U.S. Hwy. 441 Suite 435	Eustis	32726	(352) 747-8080	OLP 2, LLC
FL	2550 Racetrack Rd. Suite C	Fruit Cove	32259	(904) 615-9400	CASP, LLC
FL	3720 NW 13th St. Suite 7D	Gainesville	32609	(352) 275-4178	AMBA Hospitality, LLC
FL	1502 SW 74th Dr. Suite C	Gainesville	32607	(352) 554-9555	AMBA Hospitality LLC
FL	4803 S Military Tr.	Greenacres	33463	(561) 969-2929	369 Mal Armia, LLC
FL	1233 W. Broad St.	Groveland	34736	(352) 604-1414	Bjorklund Restaurant Group LLC
FL	641 US Highway 17-92 Suite 101	Haines City	33844	(863) 695-9090	MPZ Tarpon, LLC
FL	701 Hallandale Beach Blvd. Suite 101	Hallandale	33009	(754) 231-2800	Pay Pay's Pizza, LLC
FL	11850 Hialeah Gardens Blvd. Suite 125	Hialeah Gardens	33018	(305) 209-7774	Risa Pizza, LLC
FL	14751 SR 52	Hudson	34669	(727) 378-8500	SHREE SATIMATA LLC
FL	8415 Cheswick Oak Ave.	Jacksonville	32244	(904) 771-1313	Cheswick Pie, LLC
FL	5324 Blanding Blvd. Suite 11	Jacksonville	32210	(904) 777-3449	Blanding Pizza, LLC
FL	8738 Baymeadows Rd. E Suite 112	Jacksonville	32256	(904) 575-4099	Authentic Pizza 8454, LLC
FL		Jacksonville	32225	(904) 635-2322	

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	1795 Kernan Blvd. S Suite 104				KLE Pizza, LLC
FL	4765-01 Hodges Blvd.	Jacksonville	32224	(904) 801-3984	Pizza D Best, Inc.
FL	11406 San Jose Blvd. Suite 4	Jacksonville	32223	(904) 647-9094	SANU, LLC
FL	1724 Chaps Place	Kissimmee	34744	(321) 250-9000	R&EK LLC
FL	4372 West Vine St.	Kissimmee	34746	(407) 479-9040	Sobh Pizza, LLC
FL	3749 Pleasant Hill Dr.	Kissimmee	34746	(407) 874-5500	AJ and DP, LLC
FL	13721 North Hwy. 441 Unit 7	Lady Lake	32159	(352) 775-1500	Villages Pizza Group, LLC
FL	12701 Narcoossee Rd.	Lake Nona	32832	(321) 430-2900	Windermere Pizza Group, LLC
FL	23801 US-27 Unit #7	Lake Wales	33859	(863) 270-8400	MPZ Tarpon, LLC
FL	8755 Hypoluxo Rd.	Lake Worth	33467	(318) 792-4387	Protopizza, LLC
FL	3005 Duff Rd.	Lakeland	33810	(863) 940-2001	BFDWC Pizza, LLC
FL	5321 S. Florida Ave.	Lakeland	33813	(863) 647-2900	BFDICU 8090, LLC
FL	11161 St Rd. 70 E. Suite 104	Lakewood Ranch	34202	(941) 909-1900	Hungry Mind Enterprise, LLC
FL	7808 Land O' Lakes Blvd.	Land O Lakes	34638	(813) 803-3600	Altri Prima, LLC
FL	11182 66th St.	Largo	33773	(727) 914-0123	Buckeye Pizza 8282, LLC
FL	61 Bell Blvd. Unit 7	Lehigh Acres	33936	(239) 491-9825	PRD SAI, LLC.
FL	4316 Lee Blvd. Unit 2	Lehigh Acres	33971	(239) 674-3073	PRD Sai, LLC
FL	5670 Fishhawk Crossing Blvd.	Lithia	33547	(813) 654-8888	Fishhawk MP, LLC
FL	1155 W SR - 434 Suite 101	Longwood	32750	(407) 755-2000	Tiffany's Slice of Longwood, LLC
FL	1408 N Dale Mabry Hwy.	Lutz	33548	(813) 435-6611	MP Big Ben Pizza, LLC
FL	1703 Ohio Ave.	Lynn Haven	32444	(850) 248-1111	APNA Sapna Money Money 3, LLC
FL	374 N Rock Island	Margate	33063	(954) 951-8600	RP & Fern, LLC
FL	3600 North Wickham Rd. Suite # 107	Melbourne	32935	(321) 259-8999	All In Eats, LLC
FL	4320 S Babcock St.	Melbourne	32901	(321) 608-3100	Let It Ride Eats, LLC
FL	14615-17 SW 56th St.	Miami	33175	(305) 222-9191	EKM Food Services, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
FL	10895 NW 41st St.	Miami	33178	(786) 348-2900	Lo Exclusivo MP LLC
FL	11985 Collier Blvd. Unit 5	Naples	34116	(239) 300-4566	MARZANA. LLC
FL	1554 John Sims Pkwy. Suite 110	Niceville	32578	(850) 279-4800	Enterprise Pizza Partners, LLC
FL	229 S. Tamiami Tr.	Nokomis	34275	(941) 499-3200	BTDTSDC 8191, LLC
FL	14830 Tamiami Tr.	North Port	34288	(941) 423-2929	Flying Grouper Pizza, LLC
FL	811 E Commercial Blvd. unit 41	Oakland Park	33334	(954) 669-1212	Riviera MP Restaurants, LLC*
FL	4606 SW College Rd.	Ocala	34474	(352) 512-9600	Windermere Pizza Group, LLC
FL	4611 NW Blitchton Rd.	Ocala	34482	(352) 351-5003	OLP-FL 1, LLC
FL	1758 E Silver Star Rd. Suite 240	Ocoee	34761	(407) 521-1515	OC Bros Food, LLC
FL	2524 Maguire Rd. Suite 308	Ocoee	34761	(407) 392-1900	St. Mina and Pope Kyrillos 6, LLC
FL	3163 Curlew Rd.	Oldsmar	34677	(813) 934-7400	MPZ Tarpon, LLC
FL	2552 Enterprise Rd. unit 16	Orange City	32763	(386) 456-4300	Dollar Singh Orange City, LLC
FL	857 Woodbury Rd.	Orlando	32828	(407) 277-7177	Sobh Franchising, LLC
FL	2097 Town Center Blvd.	Orlando	32837	(407) 888-3288	HHS Management, LLC
FL	2457 S Hiawassee Rd.	Orlando	32835	(407) 294-5522	Bros Food, LLC
FL	13807 Landstar Blvd. Suite 130	Orlando	32824	(407) 858-0588	Sobh Enterprises, LLC
FL	6025 S Goldenrod Rd. Suite B102	Orlando	32822	(407) 203-0000	Windermere Pizza Group, LLC
FL	2410 West Oak Ridge Rd.	Orlando	32809	(407) 743-4777	Victory Pizza Oakridge, Inc.
FL	6145 Westwood Blvd	Orlando	32821	(407) 743-1717	The Merilan, LLC
FL	10226 Curry Ford Rd.	Orlando	32825	(689) 266-0111	Sobh Franchising, LLC
FL	8600 Vineland Ave. Suite 4	Orlando	32821	(407) 904-1444	Top Shelf Pizza 2, LLC
FL	329 W CR 419 Suite 1109	Oveido	32766	(321) 348-9222	4Cameron, LLC
FL	1977 Alafaya Tr.	Oviedo	32765	(407) 977-1777	Top Shelf Pizza 5, LLC
FL	4909 Hwy. 90 Suite 110	Pace	32571	(850) 783-0001	Enterprise Pizza Partners, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
FL	1345 Martin Hwy.	Palm City	34990	(772) 919-9355	Titan 001, Inc.
FL	782 Belle Terre Pkwy.	Palm Coast	32164	(386) 263-8102	Dollar Singh, LLC
FL	222 S Tyndall Parkway	Panama City	32404	(850) 250-1206	Shiv 7 Investment of Panama City, LLC
FL	16818 Front Beach Rd.	Panama City Beach	32413	(850) 249-9888	Apna Sapna Money Money 2, LLC
FL	9722 Front Beach Rd. Suite D	Panama City Beach	32407	(850) 804-1500	Bay Pizza, LLC
FL	10050 NW 7th St.	Pembroke Pines	33024	(754) 231-2600	MP Florida Development, Inc.
FL	312 E Nine Mile Rd. Suite 110	Pensacola	32514	(850) 361-4888	Enterprise Pizza Partners, LLC
FL	503 N Navy Blvd. Suite A	Pensacola	32507	(850) 407-8100	Pensacola Pies, LLC
FL	2909 James L. Redman Pkwy.	Plant City	33566	(813) 759-6400	UMIA Investments, LLC
FL	19451 Cochran Rd.	Port Charlotte	33948	(941) 629-2929	Stingray 1812 Pizza, LLC
FL	916 SW Gatlin Blvd.	Port Saint Lucie	34953	(772) 446-4959	Marco's of Port St. Lucie, Inc.
FL	901 E Prima Vista Blvd.	Port St. Lucie	34952	(772) 877-0700	Raos of SLW, LLC
FL	5918 Providence Rd.	Riverview	33578	(813) 685-4400	American Pizza Empire, LLC
FL	3650 Murrell Rd.	Rockledge	32955	(321) 504-2966	Kirk Mansingh, LLC
FL	157 S SR. 7 (441)	Royal Palm Beach	33414	(561) 740-3300	MP Royal Palm, LLC
FL	11438 US Hwy. 301	S. Riverview	33569	(813) 559-9696	Arch 301, LLC
FL	1165 Rinehart Rd.	Sanford	32771	(407) 328-7676	Tiffany's 4th Slice, LLC
FL	3599 Webber St.	Sarasota	34239	(941) 365-1155	RDNJB Pizza, LLC
FL	11713 E Martin Luther King Blvd.	Seffner	33584	(813) 822-3100	Pizza B Brody 1, LLC
FL	14319 Spring Hill Dr.	Spring Hill	34609	(352) 684-1101	Peloro's Pizza, Inc.
FL	5150 Commercial Way	Spring Hill	34606	(352) 515-0412	Peloro's Pizza II, LLC
FL	230 Plaza Blvd. Suite 6	St Augustine	32086	(904) 342-1010	Kryvicky Enterprises, LLC.
FL	1360 34th St. N	St Petersburg	33712	(727) 290-0500	MPZ Tarpon, LLC
FL	74 Capulet Dr.	St. Augustine	32092	(904) 615-9900	SAAYA, LLC
FL	2305 Old Canoe Creek Rd.	St. Cloud	34772	(407) 593-6113	Windermere Pizza Group, LLC
FL	1126 62nd Ave.	St. Petersburg	33702	(727) 440-4040	Cortez Pizza House,

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	North				LLC
FL	4878 Sun City Blvd.	Sun City Center	33573	(813) 819-9300	JayDev, LLC
FL	6668-11 Thomasville Rd.	Tallahassee	32312	(850) 422-3200	MAAAS Development #1, LLC
FL	209 N Magnolia Dr.	Tallahassee	32301	(850) 577-3200	MAAAS Development #2, LLC
FL	20305 Bruce B Downs Blvd. Suite 102	Tampa	33647	(813) 907-6400	Restaurants of Dough Developers, LLC
FL	4711 W Gandy Blvd. Suite 1	Tampa	33611	(813) 839-1234	Raven Pizza
FL	6102 Gunn Hwy.	Tampa	33625	(813) 963-0600	DeNunzio Enterprises, LLC
FL	6914 Hanley Rd.	Tampa	33634	(813) 887-4500	DeNunzio Ventures, LLC.
FL	9872 W Linebaugh Ave.	Tampa	33626	(813) 920-5300	DeNunzio Endeavors, LLC
FL	1208 Fletcher Ave.	Tampa	33612	(813) 999-4949	Arch Tampa, LLC
FL	3813 Northdale Blvd.	Tampa	33624	(813) 492-2800	Shree Sonal Krupa, LLC
FL	1171 S. Pinellas Ave	Tarpon Springs	34689	(727) 234-8600	MPZ Tarpon, LLC
FL	6712 East Fowler Ave.	Temple Terrace	33617	(813) 559-1717	Arch TT, LLC
FL	2196 Everglades Ln. Suite 105 & 106	The Villages	32163	(321) 766-9090	Windermere Pizza Group, LLC
FL	2152 Corporate Center Dr.	Trinity	34655	(727) 807-9900	ANJALI and AADI, LLC
FL	735 Shamrock Blvd.	Venice	34293	(941) 493-0123	DRT@Burky's, LLC
FL	1820 58th Ave.	Vero Beach	32966	(772) 978-9998	Mi10 Enterprises, Inc.
FL	11285 US Hwy 98	Watersound	32461	(404) 512-1752	Wenkat Investments
FL	27616 Wesley Chapel Blvd.	Wesley Chapel	33544	(813) 528-8910	Raven Pizza Chapel, LLC
FL	1246 Northlake Blvd.	West Palm Beach	33403	(561) 785-0011	Titan 002, LLC
FL	1540 Palm Beach Lakes Blvd. #120	West Palm Beach	33401	(561) 835-5300	TJ Florida Pizzas, Inc.
FL	16220 Indian Trace	Weston	33326	(954) 217-0800	Risa Pizza II, LLC
FL	5806 Seven Mile Dr. Suite 101	Wildwood	34785	(352) 571-2400	Villages Pizza Group, LLC
FL	14387 Bridgewater Crossing Blvd. Suite 120	Windermere	34786	(407) 815-7070	OLP-FL 2, LLC
FL	13381 West Colonial Dr.	Winter Garden	34787	(407) 993-6565	MP DirtyD Pizza, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
FL	7414 University Blvd.	Winter Park	32792	(407) 677-7007	WP Bros Food, LLC
FL	763 S Orlando Ave.	Winter Park	32789	(407) 794-1993	Top Shelf Pizza, LLC
FL	859 E SR-434	Winter Springs	32708	(407) 542-7000	Tiffany's Slice of Life, LLC
FL	463909 State Rd. 200 Unit 03	Yulee	32097	(904) 663-6111	Nassau Pizza, LLC
FL	32797 Eiland Blvd.	Zephyrhills	33541	(813) 670-7878	MP Octopus Pizza, LLC
GA	2818-9 Old Dawson Rd.	Albany	31707	(229) 435-4800	Niramay, LLC
GA	5075 Abbotts Bridge Rd.	Alpharetta	30005	(770) 777-2112	MP Hansalia Two, Inc.
GA	1045 Gaines School Rd. Suite B	Athens	30605	(706) 621-6200	Prosperare Restaurant Group, LLC
GA	2558 Shallowford Rd. NE	Atlanta	30345	(404) 554-2000	JayRich LLC
GA	2170 Briarcliff Road NE	Atlanta	30329	(678) 701-8966	AP Restaurant Investments, LLC
GA	227 Sandy Springs Pl. Suite F	Atlanta	30328	(404) 500-0191	Agarwal Holdings-Sandy Springs, LLC
GA	798 N Highland Ave. NE Suite B	Atlanta	30306	(404) 998-8488	East Midtown Magnifico, LLC
GA	6035 Bakers Ferry Rd.	Atlanta	30336	(404) 748-1892	MPZ SC Georgia, LLC
GA	832 Virginia Ave. Suite D	Atlanta	30354	(678) 974-5594	Hapeville Pizza, LLC
GA	2331 Bolton Rd. Suite A	Atlanta	30318	(404) 500-1249	M & A Pizza, LLC
GA	830 Glenwood Avenue, SE	Atlanta	30316	(404) 502-6290	Slice N Dice, Inc.
GA	229 Furys Ferry Rd.	Augusta	30907	(706) 945-0191	MPZ Atlanta, LLC
GA	3513 Walton Way Ext.	Augusta	30909	(706) 750-9900	MPZ Atlanta, LLC
GA	655 Exchange Circle	Bethlehem	30620	(678) 425-1259	Shree Vakpatey, LLC
GA	405 Hwy. 96	Bonaire	31005	(478) 922-2252	Bonaire MPG, LLC
GA	3280 Hamilton Mill Rd.	Buford	30519	(678) 688-9944	Hari Krishna Hamilton Mill, Inc.
GA	315 GA-49 N Suite 215	Byron	31008	(478) 654-6577	MPZ SC Georgia, LLC
GA	3725 Sixes Rd.	Canton	30114	(770) 720-1234	Slice Above, LLC
GA	4280 Hickory Flat Hwy.	Canton	30115	(678) 487-8338	Dough to Dough, LLC
GA	828 Newman Rd.	Carrollton	30117	(678) 999-8013	MH Pizza VI, LLC
GA		Carrolton	30116	(678) 321-1620	

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	3968 Carrollton Villa Rica Hwy.				MH Pizza V, LLC
GA	1290 Double Churches Rd.	Columbus	31904	(706) 507-3333	Pizza 5:16, LLC*
GA	5120 Warm Springs Rd.	Columbus	31909	(706) 507-7070	MOHO's Pizza 8029
GA	2901 University Ave.	Columbus	31907	(706) 507-9777	Imerge, LLC
GA	2133 Georgia Hwy 20,NE Suite 250	Conyers	30013	(470) 998-2660	MPZ Conyers, LLC
GA	103 Market Centre Dr.	Cornelia	30531	(706) 903-2005	Cookie Monster, LLC
GA	13015 Brownbridge Rd. Suite 200	Covington	30016	(770) 788-8803	GSJ Covington, LLC
GA	9158 Hwy. 278 E	Covington	30014	(678) 729-7676	MPZ SC Georgia, LLC
GA	2360 Bethelview Rd.	Cumming	30040	(678) 718-6444	Pizza Masters, LLC
GA	2332 Atlanta Highway	Cumming	30040	(818) 297-6587	Gajanan SAI, LLC
GA	2840 Keith Bridge Rd. Suite 102	Cumming	30041	(678) 608-4848	Hari Krishna Cumming, Inc.
GA	475 Dacula Rd.	Dacula	30019	(678) 377-7800	Pramukh Swaroop, LLC
GA	351 E Paulding Dr.	Dallas	30157	(770) 635-8787	PMH Pizza, LLC
GA	785 Shugart Rd.	Dalton	30720	(706) 529-2500	AA&E Enterprises, LLC
GA	227 N McDonough St.	Decatur	30030	(404) 377-1070	8246 Decatur GA, LLC
GA	2071A S Hairston Rd.	Decatur	30035	(678) 418-0102	MPZ SC Georgia, LLC
GA	4336 Ridge Rd. Suite 111	Douglasville	30134	(678) 838-4888	MH Pizza, LLC
GA	3112 Bright Star Rd. Suite C	Douglasville	30135	(770) 693-5133	Pramukh Swami Maharaj, Inc.
GA	4300 Chapel Hill Rd.	Douglasville	30135	(770) 577-6999	MH Pizza III, LLC
GA	1100 Hillcrest Pkwy.	Dublin	31021	(478) 353-1511	MPZ SC Georgia, LLC
GA	6575 Sugarloaf Pkwy.	Duluth	30097	(770) 813-8866	SRV Group USA, LLC
GA	2605 Pleasant Hill Rd.	Duluth	30096	(470) 539-8585	M&M Restaurant Concepts - Duluth, LLC
GA	4511 Chamblee Dunwoody Rd. #106	Dunwoody	30338	(678) 879-1888	Dunwoody Dough, LLC
GA	3231 Camp Creek Pkwy.	East Point Atlanta	30344	(404) 991-3991	AB Star 1, LLC
GA	500 Highland Crossing Suite E 110-111	Ellijay	30536	(706) 515-1515	Slice by Slice, Inc.

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
GA	5142 Washington Rd.	Evans	30809	(706) 396-5800	MPZ Atlanta, LLC
GA	7920 Senola Rd.	Fairburn	30213	(770) 306-0404	AB Star, LLC.
GA	805 S Glynn St.	Fayetteville	30214	(770) 719-8989	Great Food 8255, LLC
GA	4029 Winder Hwy.	Flowery Branch	30542	(678) 616-1200	FBMP, LLC
GA	7380 Spout Springs Rd.	Flowery Branch	30542	(678) 960-4315	SPMP, LLC
GA	279 North Lee St. Suite 215	Forsyth	31029	(478) 974-5500	MPZ Forsyth, LLC
GA	4109 8th Division Rd. Buliding 4109	Fort Benning	31905	(706) 786-1006	MP Benning, LLC
GA	755 E Oglethorpe Hwy.	Fort Stewart	31313	(912) 368-3302	PIZZA GUYS SOUTHEAST, LLC
GA	1294 Thompson Bridge Rd.	Gainesville	30501	(678) 866-1113	Dhanskhi, LLC
GA	509 Veterans Blvd.	Glennville	30427	(912) 654-0199	Jetblue Glennville, LLC
GA	198 W. Clinton St.	Gray	31032	(478) 670-7100	Terry Restaurants Madison LLC
GA	1911 Grayson Hwy. Suite 10	Grayson	30017	(770) 339-2000	Chrysolite Group, LLC
GA	1010 Market St.	Greensboro	30642	(706) 920-2727	Lake Plaza Enterprises, LLC
GA	1432 Hwy. 16 W	Griffin	30223	(770) 412-4240	Payal & Gitu, LLC
GA	5159 Columbia Rd.	Grovetown	30813	(706) 945-1517	MPZ Atlanta, LLC
GA	2327 Jonesboro Rd.	Hampton	30228	(678) 814-4866	KTL Group, LLC
GA	1500 US Hwy. 76 E	Hiawassee	30546	(706) 896-4313	Khush Soham, LLC
GA	4374 Atlanta Hwy. Suite 139	Hiram	30141	(770) 443-7200	MH Pizza IV, LLC
GA	706 W Church St. Suite 300	Jasper	30143	(678) 666-2666	Wanna Pizza Me, LLC
GA	10359 Tara Blvd. Suite 9B	Jonesboro	30236	(770) 626-3788	Prosperare Pizza Jonesboro, LLC
GA	4250 Wade Green Rd.	Kennesaw	30144	(678) 626-6668	MCI Pizza, LLC
GA	1302 Lafayette Pkwy. Suite A1	LaGrange	30241	(706) 668-5775	LaGrange Pizza, LLC
GA	1880 Braselton Hwy.	Lawrenceville	30043	(678) 552-1133	M3 Ventura, LLC
GA	2771 Cruse Rd. Suite 3	Lawrenceville	30044	(470) 655-5030	NBT Pizza 1, LLC
GA	1395 Five Forks Trickum Rd. Suite 100	Lawrenceville	30045	(470) 563-9500	NBT Pizza 2, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
GA	4045 Five Forks Trickum Rd.	Lilburn	30047	(678) 999-7878	Sagshi Investment, Inc.
GA	375 Rockbridge Rd.	Lilburn	30047	(678) 712-3333	Kazi Ahmed, LLC
GA	3049 Panola Rd.	Lithonia	30038	(770) 687-2684	MPZ Lithonia, LLC
GA	5000 Bill Gardner Pkwy.	Locust Grove	30248	(678) 782-7833	MPZ Locust Grove, LLC
GA	4743 Atlanta Hwy.	Loganville	30052	(770) 554-8555	S & S Georgia, LLC
GA	4855 Floyd Rd. Suite 108	Mableton	30126	(678) 842-8109	MPZ Mableton, LLC
GA	1025 Veterans Memorial Hwy.	Mableton	30126	(770) 999-1921	Bros Making Dough, LLC
GA	6394 Zebulon Rd. Suite 107	Macon	31220	(478) 621-7582	MPZ SC Georgia, LLC
GA	2910 Riverside Dr. Suite 215	Macon	31204	(478) 257-7277	MPZ Macon, LLC
GA	1694 Eatonton Rd.	Madison	30650	(706) 342-7646	Terry Restaurants Madison, LLC
GA	2424 Roswell Rd. Suite 150	Marietta	30062	(770) 694-6400	Dough Masters, LLC
GA	3595 Canton Rd. Suite 300	Marietta	30066	(678) 400-2556	Jay Rich LLC 2
GA	2986 Johnson Ferry Rd. Suite 100	Marietta	30062	(678) 304-6565	Khalom, LLC
GA	800 Whitlock Ave. NW	Marietta	30064	(470) 531-3030	Paragon Development, LLC
GA	1750 Powder Springs Rd.	Marietta	30064	(770) 693-1109	Paragon Development III, LLC
GA	298 Racetrack Rd.	McDonough	30252	(770) 692-5868	MPZ SC Georgia, LLC
GA	2910 Heritage Pl. 215	Milledgeville	31061	(478) 295-3570	MPZ SC Georgia, LLC
GA	13800 Georgia Hwy. 9N	Milton	30004	(678) 393-9000	Hari Krishna McFarland, Inc.
GA	2815 First Ave. SE	Moultrie	31788	(229) 529-1755	MVP Foodservice, LLC
GA	1111 Bullsboro Dr.	Newnan	30265	(770) 683-1234	Pinnacle Pizza, LLC
GA	7131 Peachtree Industrial Blvd.	Norcross	30092	(678) 648-7879	Aminila, LLC
GA	147 Hwy. 74 S	Peachtree	30269	(770) 486-9900	TTC Foods, LLC
GA	5270 Peachtree Pkwy.	Peachtree Corners	30092	(770) 840-9991	RADHE SHYAM, LLC
GA	275 Perry Pkwy.	Perry	31069	(478) 224-8080	MPZ SC Georgia, LLC
GA	238 Pooler Pkwy.	Pooler	31322	(912) 988-5700	Pizza Guys Southeast, LLC
GA	7936 Georgia 21	Port	31407	(912) 446-1700	Pizza Guys Southeast,

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
		Wentworth			LLC
GA	4150 Macland Rd.	Powder Springs	30127	(770) 726-2250	Paragon Development II, LLC
GA	13000 Bryan Neck Rd.	Richmond Hill	30214	(912) 572-0099	Pizza Guys Southeast, LLC
GA	102 Sycamore Grove Ct	Rockmart	30153	(678) 685-8200	MH Pizza VIII, LLC
GA	2501 Redmond Cir.	Rome	30165	706-784-8899	RGC Foods, Inc.
GA	1590 Holcomb Bridge Rd.	Roswell	30076	(678) 381-2888	Jaisainath, Inc.
GA	12030 Etris Rd. Suite 100N	Roswell	30075	(678) 502-7525	Zurich Foods, LLC
GA	50 Berwick Blvd.	Savannah	31419	(912) 234-6996	Pizza Guys Southeast, LLC
GA	3500 N. Decatur Rd.	Scottdale	30079	(770) 679-8293	Browne Pizza Store #1, LLC
GA	3300 Centerville Hwy.	Snellville	30039	(678) 383-1222	GCNC, LLC
GA	3656 Hwy. 138 SE	Stockbridge	30281	(678) 289-6924	Fun Foods, LLC
GA	1945 Rockbridge Rd.	Stone Mountain	30087	(678) 888-5799	Shisa Investment, Inc.
GA	5965 Cumming Hwy.	Sugar Hill	30518	(678) 889-4440	M&M Restaurant Concepts - Sugar Hill, LLC
GA	291 Old Peachtree Rd. NE	Suwanee	30024	(678) 541-6888	Bing 4 Shree Shradha Suwanee, LLC
GA	425 Buford Hwy. NW	Suwanee	30024	(678) 541-2777	M&M Restaurant Concepts - McGinnis Ferry, LLC
GA	3130 Mathis Airport Pkwy. Suite 310	Suwannee	30024	(678) 600-8888	MP Hansalia One, Inc.
GA	40 Villa Rosa Rd. Suite A	Temple	30179	(470) 922-3300	MH Pizza VII, LLC
GA	14949 US Hwy 19 S Suite C	Thomasville	31792	(229) 201-5050	Rutherford Enterprises 1, LLC
GA	1401 Tift Ave.	Tifton	31794	(229) 382-4995	JJD Pizza, LLC
GA	3210 Tucker-Norcross Rd.	Tucker	30084	(470) 444-0060	Japman Foods, Inc.
GA	5851 Buffington Rd. Suite 100N	Union City	30349	(404) 963-2555	Palm Beach Boyz, LLC
GA	4320 Kings Way	Valdosta	31602	(229) 245-9595	Two Guys Pies AL, LLC
GA	2335 E First St.	Vidalia	30474	(912) 403-3344	Pizza Guys Southeast, LLC
GA	9600 Conners Rd.	Villa Rica	30180	(770) 456-4752	MH Pizza II, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
GA	4993 Russell Pkwy. Suite 215	Warner Robbins	31088	(478) 971-4444	MPZ SC Georgia, LLC
GA	1021 Jamestown Blvd.	Watkinsville	30677	(706) 765-2832	R3DLOTUS, LLC
GA	2068 Eagle Dr. Suite 300	Woodstock	30189	(770) 516-5220	Magnifico Investments, LLC
GA	6236 Hollysprings Pkwy. Suite D2	Woodstock	30188	(678) 631-7242	Krishna GL, LLC
ID	2729 Sunnyside Rd.	Ammon	83406	(208) 538-0404	BTS Pizza LLC
IL	223 S Main St.	Bartlett	60103	(630) 372-0400	Proud, LLC
IL	1838 Central Plaza Dr.	Belleville	62221	(618) 235-5522	Hoogland Foods, LLC
IL	604 East Locust St.	Bloomington	61701	(309) 820-6600	Hoogland Foods, LLC
IL	108 St. Louis Rd.	Collinsville	62234	(618) 344-9445	Hoogland Foods, LLC
IL	2010 183rd St.	Homewood	60430	(708) 647-1135	Hoogland Foods, LLC
IL	708 W Glen Ave.	Peoria	61614	(309) 689-6633	Hoogland Foods, LLC
IL	14220 S Rte. 30	Plainfield	60544	(815) 254-5700	Hoogland Foods, LLC
IL	3211 W Iles Ave.	Springfield	62711	(217) 546-2266	Hoogland Foods, LLC
IL	1990 S Wolf Rd.	Wheeling	60090	(847) 215-2233	Hoogland Foods, LLC
IN	615 S. Scatterfield Rd.	Anderson	46012	(765) 643-5900	Hoogland Foods, LLC
IN	293 North Duesenberg Suite A	Auburn	46706	(260) 333-0994	Fort to Port Pizza, LLC
IN	8107 E Hwy. 36 #317	Avon	46123	(317) 742-5476	MAGIC TASTE OF AVON, LLC
IN	1521 North Green St.	Brownsburg	46112	(317) 852-9995	J&J ZA, 3, LLC
IN	3532 W Two Mile House Rd.	Columbus	47201	(812) 342-6000	Crispy Crust, Inc.
IN	2019 25th St.	Columbus	47201	(812) 375-1500	Crispy Crust, Inc.
IN	11689 Olio Road	Fishers	46037	(248) 705-0794	J&J ZA, LLC
IN	10349 Illinois Rd.	Fort Wayne	46814	(260) 625-6800	Berk and Berk, LLC
IN	1612 St. Joe Center Rd. Suite A	Ft. Wayne	46825	(260) 471-7700	Fort to Port Pizza, LLC
IN	586 S State Rd. 135	Greenwood	46142	(317) 360-9888	Bridges Investment Group, LLC
IN	2939 45th St.	Highland	46322	(219) 922-1300	Hoogland Foods, LLC
IN	297 South Wisconsin St.	Hobart	46342	(219) 945-0055	Hoogland Foods, LLC
IN	7125 Georgetown Rd. Suite 317	Indianapolis	46268	(317) 295-0875	Kashi, LLC
IN	7930 South	Indianapolis	46237	(317) 215-4359	DIWAN, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	Emerson Ave. #317				
IN	10820 Pendleton Pike	Indianapolis	46236	(317) 826-4000	D&T Brothers, Inc.
IN	2711 E 10th St.	Jeffersonville	47130	(812) 610-4233	Hoogland Foods, LLC
IN	1505 Lincolnway	La Porte	46350	(219) 326-1010	Hoogland Foods, LLC
IN	15007 State Rd. Suite 1	Leo	46765	(260) 627-2227	Fort to Port Pizza, LLC
IN	1321 Milburn Blvd.	Mishawaka	46544	(574) 255-2233	Hoogland Foods, LLC
IN	109 S. Indiana St.	Mooresville	46158	(317) 483-4412	Hoogland Foods, LLC
IN	2011 Charlestown Rd.	New Albany	47150	(812) 941-1144	Hoogland Foods, LLC
IN	111 S Harbour Dr.	Noblesville	46062	(317) 773-8115	Hoogland Foods, LLC
IN	15481 Union Chapel Rd. Suite 140	Noblesville	46060	(317) 770-9400	Hoogland Foods, LLC
IN	52750 IN Hwy. 933	South Bend	46637	(574) 243-1122	Hoogland Foods, LLC
IN	1101 South 25th St.	Terre Haute	47803	(812) 233-8989	Hoogland Foods, LLC
IN	14641 North Gray Rd.	Westfield	46062	(317) 581-1200	J&J ZA, 2 LLC
IN	16072 Spring Mill Station Dr. Suite 104	Westfield	46074	(317) 763-2222	Hoogland Foods, LLC
IN	989 N US-31	Whiteland	46184	(317) 530-0000	Bridges Investment Group, LLC
IN	7119 Whitestown Pkwy.	Zionsville	46077	(317) 769-0307	Hoogland Foods, LLC
IN	11145 N Michigan Rd STE 110	Zionsville	46077		Ashbury Eats, LLC
IA	6905 C Ave. North East	Cedar Rapids	52402	(319) 294-8899	Hoogland Foods, LLC
IA	3833 Division St.	Davenport	52806	(563) 386-2233	Hoogland Foods, LLC
IA	415 Community Dr.	North Liberty	52317	(319) 665-2680	Hoogland Foods, LLC
IA	3032 Ansborough Ave.	Waterloo	50701	(319) 234-1366	Hoogland Foods, LLC
IA	1202 SE University Ave.	Waukee	50263	(515) 400-1007	Waukee MP, LLC
IA	7238 University Ave.	Windsor Heights	50324	(515) 274-9166	Windsor Heights MP, LLC
KS	521 W Grand Ave.	Haysville	67060	(316) 529-8840	Hoogland Foods, LLC
KS	211 W 6th St.	Junction City	66441	(785) 210-1010	Hoogland Foods, LLC
KS	12716 S Black Bob Rd.	Olathe	66062	(913) 764-0332	Hoogland Foods, LLC
KS	8930 W 95th St.	Overland Park	66212	(913) 871-5200	JBNA LLC
KS	7472 Nieman Rd.	Shawnee	66203	(913) 379-7500	Jerome Enterprises LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
KS	1401 SW Gage Blvd.	Topeaka	66606	(785) 272-6666	Hoogland Foods, LLC
KS	3305 West Central Ave.	Wichita	67203	(316) 946-5646	Hoogland Foods, LLC
KY	1870 Western St.	Bowling Green	42104	(270) 936-7753	Hoogland Foods, LLC
KY	8800 Dixie Hwy. Suite E	Louisville	40258	(502) 890-8266	Hoogland Foods, LLC
KY	17 East Arch St.	Madisonville	42431	(270) 825-0501	Hoogland Foods, LLC
KY	84 Carothers Rd.	Newport	41071	(859) 261-7770	VYOM Pizza Enterprise, LLC
KY	414 Lone Oak Rd. Suite F	Paducah	42001	(270) 443-6600	Hoogland Foods, LLC
KY	5044 Old Taylor Mill Rd.	Taylor Mill	41015	(859) 291-7777	VYOM Pizza Enterprise, LLC
LA	5523 Airline Rd.	Bossier City	71111	(318) 771-7977	PRAG, LLC
LA	1701 Jimmie Davis Hwy.	Bossier City	71112	(318) 716-7200	Roshani, LLC
LA	1053 Hwy. 80	Haughton	71037	(318) 987-5200	GRAP LLC
LA	2201 Barataria Blvd.	Marrero	70072	(504) 340-3444	Zzadeco, LLC
LA	9488 Ellerbe Rd. Suite 130	Shreveport	71106	(318) 685-1100	PAIR, LLC
LA	2349 Gause Blvd. E	Slidell	70461	(985) 445-1299	Zzadeco, LLC
MD	8809 Woodyard Rd.	Clinton	20735	(240) 846-3630	Rezk Resturants, LLC
MD	149 Orville Rd.	Essex	21221	(443) 579-0229	RJC Pizza, LLC
MD	891 Route 3 N Suite 300	Gambrills	21054	(443) 645-9000	Rae's Restaurant, LLC
MI	923 S Main St.	Adrian	49221	(517) 265-3333	Ialacci Enterprises, Inc
MI	4068 PackaRd. Rd.	Ann Arbor	48108	(734) 973-1750	1752 Plymouth Pizza, LLC
MI	1752 Plymouth Rd.	Ann Arbor	48105	(734) 998-2600	1752 Plymouth Pizza, LLC
MI	3238 Ann Arbor-Saline Rd.	Ann Arbor	48103	(734) 492-5900	1752 Plymouth Pizza, LLC
MI	2550 Capital Ave. Suite 104	Battle Creek	49015	269-263-3100	We Reach LLC
MI	6065 Rawsonville Rd.	Belleville	48111	(734) 480-2900	1752 Plymouth Pizza, LLC
MI	885 S Old US 23	Brighton	48114	(810) 229-4400	2396 Pizza, LLC
MI	145 Wamplers Lake Rd.	Brooklyn	49230	(517) 592-4444	Ialacci Enterprises, Inc
MI	6617 N Canton Center Rd.	Canton	48187	(734) 419-9700	Bhakti Group, LLC
MI	48700 Gratiot Ave.	Chesterfield	48051	(586) 949-4956	

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
					LEND Ventures, LLC
MI	4019 Pelham Rd.	Dearborn Heights	48125	(313) 278-3400	Ialacci Enterprises, Inc.
MI	3498 Lake Lansing Rd.	East Lansing	48823	(517) 336-0400	DREAMBIG1, LLC
MI	237 East Michigan Ave.	Grass Lake	49240	(517) 522-6200	Ialacci Enterprises, Inc.
MI	2336 E Highland	Highland	48356	(248) 887-7900	T&L Gore Enterprise, Inc.
MI	217 E Grand River	Howell	48843	(517) 548-9900	2396 Pizza, LLC
MI	2003 Horton Rd. Suite B	Jackson	49203	(517) 780-0100	Ialacci Enterprises, Inc.
MI	2732 Port Sheldon St.	Jenison	49428	(616) 669-4477	Fauve, Inc.
MI	820 Jordan Lake Ave.	Lake Odessa	48849	(616) 374-7900	Lake Odessa Pizza, LLC
MI	7473 Secor Rd.	Lambertville	48144	(734) 856-8888	Ialacci Enterprises, Inc.
MI	4320 S Cedar St.	Lansing	48910	(517) 394-4444	Dreambig1, LLC
MI	6209 W Saginaw	Lansing	48917	(517) 323-1800	Dreambig1, LLC
MI	100 N Main St.	Leslie	49251	(517) 589-9000	Leslie Pizza, LLC
MI	37240 Five Mile Rd. Unit 1	Livonia	48154	(734) 884-5550	Edan Group, LLC
MI	132 S Cedar St.	Mason	48854	(517) 833-4004	Double Cheese Enterprises, LLC
MI	4000 Page Ave.	Michigan Center	49254	(517) 764-1155	XLC II, Inc.
MI	1154 Dexter St.	Milan	48160	(734) 439-3938	1752 Plymouth Pizza, LLC
MI	15258 S Dixie Hwy.	Monroe	48161	(734) 242-7000	Ialacci Enterprises, Inc.
MI	1871 W Grand River Rd.	Okemos	48864	(517) 574-5254	DREAMBIG1, LLC
MI	1222 E M-36	Pinckney	48169	(734) 954-1111	2396 Pizza, LLC
MI	17080 Fort St.	Riverview	48193	(734) 250-8605	1752 Plymouth Pizza, LLC
MI	32835 Fort St.	Rockwood	48173	(734) 379-8888	Ialacci Enterprises, Inc.
MI	4070 Crooks Rd.	Royal Oak	48073	(248) 965-9449	ISEID Corporation
MI	46869 Hayes Rd.	Shelby Township	48315	(586) 799-2250	TMG Restaurant Group, Inc.*
MI	510C W Savidge St.	Spring Lake	49456	(616) 847-6000	Q&A Pizza, LLC
MI	202 E Chicago	Tecumseh	49286	(517) 423-7111	Ialacci Enterprises, Inc
MI	916 US 31 S	Traverse City	49685	(231) 600-7800	Smith Family Pizza, LLC
MI	5907 John R Rd.	Troy	48085	(248) 509-0250	TMG Restaurant Group,

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
					Inc.*
MI	28538 Dequindre Rd.	Warren	48092	(586) 250-4848	A&C Lazars Enterprises, Inc.
MI	5570 Cooley Lake Rd.	Waterford	48327	(248) 682-9700	JDV Pizza, LLC
MI	148 Barker Rd.	Whitmore Lake	48189	(734) 449-1111	2396 Pizza, LLC
MI	2115 North Wixom Rd.	Wixom	48393	(248) 926-9090	Cheesy, Inc.
MI	2355 Health Dr. SW	Wyoming	49519	(616) 538-9300	Q&A Pizza, LLC
MN	506 E River Rd.	Anoka	55303	(763) 422-5099	Hoogland Foods, LLC
MN	10625 University Ave. NE	Blaine	55434	(763) 329-8000	Hoogland Foods, LLC
MN	2051 Silver Lake Rd. NW	New Brighton	55112	(651) 212-2545	Hoogland Foods, LLC
MN	7700 42nd Ave.	New Hope	55427	(763) 533-4866	Hoogland Foods, LLC
MN	1260 4th Ave. E	Shakopee	55379	(952) 445-8660	Hoogland Foods, LLC
MS	Popps Ferry Rd Suite A	Biloxi	39532	(228) 325-1515	BNBU, LLC
MS	2019 Hwy. 72 E	Corinth	38834	(662) 331-2006	Friends & Family, LLC
MS	3460 Goodman Rd. W. Suite 20	Horn Lake	38637	(662) 484-8999	Smittys Slices 2, LLC
MS	3921 Bienville Blvd. Suite A	Ocean Springs	39564	(228) 872-4772	MCAA Alabama, LLC
MS	7525 Alexander Rd. Suite 100	Olive Branch	38654	(662) 336-1600	Smittys Slices 2, LLC
MS	100 S Lamar Ct.	Oxford	38655	(662) 267-5545	Smittys Slices 3, LLC
MS	3075 E Goodman Rd. Suite 20	Southaven	38672	(662) 349-3230	Smittys Slices, LLC
MS	2117 W. Main St	Tupelo	38801	(662) 269-9300	Smittys Slices TP, LLC
MO	15057 Manchester Rd.	Ballwin	63011	(636) 552-9432	Hoogland Foods, LLC
MO	701 NW Hwy. 7	Blue Springs	64014	(816) 295-6169	Family Video
MO	3520 Patterson Rd.	Florissant	63031	(314) 830-0303	Hoogland Foods, LLC
MO	1918 NE 72nd St.	Gladstone	64118	(816) 420-0046	Hoogland Foods, LLC
MO	16311 E 23rd St. S	Independence	64055	(816) 254-4310	Hoogland Foods, LLC
MO	929 NE Woods Chapel Rd.	Lee Summit	64064	(816) 927-0050	Welrome LS, LLC
MO	830 W Mt. Vernon St. Suite 12 & 13	Nixa	65714	(417) 595-4600	S&S Springfield Investments, LLC
MO	8201 Mexico Rd.	Saint Peters	63376	(636) 272-5833	Hoogland Foods, LLC
MO	330 W Farm Rd. Suite I	Springfield	65810	(417) 708-8400	S&S Springfield Investments, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
MO	1000 Quartz Canyon Dr.	Wentzville	63385	(636) 332-1000	Makin Dough, LLC
NE	709 Galvin Rd. S	Bellevue	68005	(402) 292-2660	Hoogland Foods, LLC
NE	8142 S 84th St.	La Vista	68128	(402) 317-5249	Hoogland Foods, LLC
NE	16722 Harrison St.	Omaha	68136	(402) 895-1511	Hoogland Foods, LLC
NE	1904 North 168th St.	Omaha	68118	(402) 289-9922	Hoogland Foods, LLC
NE	10627 Fort St.	Omaha	68134	(402) 999-4473	Hoogland Foods, LLC
NV	90 Stephanie St. Suite 100	Henderson	89012	(702) 566-6111	Kristofer Robin, LLC
NV	780 E Horizon Dr.	Henderson	89015	(702) 660-5500	Four Angels, LLC
NV	2345 Via Inspirada	Henderson	89044	(702) 475-6005	Pizzeria Bino, LLC
NV	110 N. Boulder Hwy. Suite 110	Henderson	89015	(702) 846-1002	NNK Investments, LLC
NV	5061 E Sahara Suite 1H	Las Vegas	89142	(702) 207-0066	PSF Pizza 2, LLC
NV	8795 W Warm Springs	Las Vegas	89148	(702) 736-2138	Rolling Dough
NV	3400 S Hualapai Way	Las Vegas	89117	(702) 291-3511	Dough Nutz, Inc.
NV	3355 Novat St. Suite 110	Las Vegas	89129	(702) 790-2596	Third Slice, LLC
NV	9635 S Bermuda Rd. Suite 140	Las Vegas	89123	(702) 202-2113	TriplePi, LLC
NV	171 W Centennial Pkwy. Unit 100	Las Vegas	89084	(702) 425-6006	Blue Sky Group, LLC
NV	7540 Oso Blanca Rd.	Las Vegas	89149	(702) 570-3080	Jane Dough, Inc
NV	4550 W Cactus Ave. Suite 120	Las Vegas	89141	(702) 970-6600	We Knead Dough, Inc.
NV	5900 W Charleston Blvd. Suite 110	Las Vegas	89146	(702) 475-5005	PRP Corp LLC
NV	6105 W Flamingo Rd.	Las Vegas	89103	(702) 557-0976	PRP II Corp, LLC
NV	4770 W Ann Rd. Suite 7	North Las Vegas	89031	(702) 655-2828	PSF Pizza, LLC
NC	1487 Kelly Rd.	Apex	27502	(919) 446-5555	ARA NC Food, LLC*
NC	1135 N Church St.	Burlington	27217	(336) 221-0021	Hoogland Foods, LLC
NC	1572 Sand Hill Rd. Suite C	Candler	28715	(828) 761-7800	BDM, LLC
NC	360 Capital Dr. Suite B	Carthage	28327	(910) 947-8800	Team Salter, LLC
NC	9906 Chapel Hill Rd.	Cary	27560	(919) 380-0044	ARA NC Morrisville, Inc.

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
NC	325 Carpenter Hill Ln. Suite 102	Cary	27519	(919) 230-2222	ARA NC Food, LLC*
NC	141 Chatham Downs Suite 201	Chapel Hill	27517	(919) 391-4090	ARA NC Chapel Hill, Inc.
NC	12820 S Tryon Rd. Suite 120	Charlotte	28273	(704) 587-3888	RHLC Investments, LLC*
NC	8542 University City Blvd.	Charlotte	28213	(980) 423-1500	Rockey Joshi LLC
NC	10020 Monroe Rd. Suite 140	Charlotte	28270	(980) 508-5088	Belmont Eats 8644, LLC
NC	11689 US 70 Bus Hwy. W Suite 101	Clayton	27520	(919) 243-1573	RHLC Investments, LLC*
NC	350 George W Liles Pkwy. Suite 110	Concord	28027	(980) 781-4484	Alisha Enterprises, LLC
NC	19732 One Norman Dr. Suite 300	Cornelius	28031	(704) 765-1500	KGDA Perego, LLC
NC	7260 NC-73 Suite 107	Denver	28037	(980) 247-0130	BDM, LLC
NC	1125 W NC Hwy. 54 Suite 406	Durham	27707	(919) 401-9101	TCL Pizza, Inc.
NC	3718 N Roxboro St.	Durham	27704	(919) 907-2555	KAJ, LLC*
NC	308 McPherson Church Rd. Suite 704	Fayetteville	28303	(910) 860-4242	RHLC Investments, LLC*
NC	7830 Good Middling Dr. Suite 704	Fayetteville	28304	(910) 860-7373	RHLC Investments, LLC*
NC	4251 Ramsey St. Suite 704	Fayetteville	28311	(910) 758-8085	RHLC Investments, LLC*
NC	1629 N Main St.	Fuquay Varina	27526	(984) 600-2100	ARA NC Fuquay, Inc.
NC	1933 Hoffman Rd. Suite 1	Gastonia	28054	(704) 230-0352	Belmont Eats, LLC
NC	1423 W Garrison Blvd.	Gastronia	28052	(704) 861-8484	Hoogland Foods, LLC
NC	3606 N. Elm St.	Greensboro	27455	(336) 285-6633	RHLC Investments, LLC*
NC	1706 Stanley Rd. Suite D-100	Greensboro	27407	(336) 676-5451	RHLC Investments, LLC*
NC	1600 New Garden Rd.	Greensboro	27410	(336) 579-2500	RHLC Investments, LLC*
NC	2408 Spring Garden Rd.	Greensboro	27403	(336) 790-2333	RHLC Investments, LLC*
NC	7284 Caldwell Rd.	Harrisburg	28075	(980) 734-3350	RHLC Investments, LLC*
NC	1511 29th Ave. NE	Hickory	28601	(828) 303-2024	Hoogland Foods, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
NC	2101 N Main St. Suite 104	High Point	27262	(336) 803-7057	Hoogland Foods, LLC
NC	133 Grand Hill Place	Holly Springs	27540	(919) 346-1227	ARA NC Food, LLC*
NC	5540 Camden Rd. Suite 108	Hope Mills	28306	(910) 485-4300	RHLC Investments, LLC*
NC	13024 Eastfield Rd. Suite 300	Huntersville	28078	(704) 274-9219	RHLC Investments, LLC
NC	102 Statesville Rd.	Huntersville	28078	(704) 315-5100	RHLC Investments, LLC*
NC	14035 E Independence Blvd.	Indian Trail	28079	(704) 288-5000	AA & RJ, LLC
NC	1738 South NC Hwy. 119	Mebane	27302	(919) 568-1300	Sarkaria Properties, Inc.
NC	6816 Matthews-Mint Hill Rd. Suite 300	Mint Hill	28227	(980) 500-9900	RHLC Investments, LLC*
NC	631 Brawley School Rd. Suite 400	Mooresville	28117	(704) 235-4778	Hoogland Foods, LLC
NC	615 S Main St.	Mount Holly	28120	(704) 827-2003	Hoogland Foods, LLC
NC	112 Russet Run	Pittsboro	27514	(919) 726-6900	ARA NC Pittsboro, Inc.
NC	1141 Falls River Ave.	Raleigh	27614	(919) 847-7775	RHLC Investments, LLC*
NC	7840 TW Alexander Dr.	Raleigh	27617	(919) 606-9812	KAJ, LLC*
NC	7500 Ramble Way	Raleigh	27616	(919) 825-1812	RHLC Investments, LLC*
NC	4203 Fayetteville Rd.	Raleigh	27603	(919) 762-4444	ARA NC Food Garner, Inc.
NC	6820 Glennwood Ave.	Raleigh	27612	(919) 916-2200	R-Time GW, LLC
NC	5621 Atlantic Ave.	Raleigh	27615	(919) 916-1500	R-Time RE, LLC
NC	6220 Battle Bridge Rd. Suite 103	Raleigh	27610	(910) 444-3340	Last Slice, LLC
NC	1130 Freeway Dr. Suite D	Reidsville	27320	(336) 347-7073	RHLC Investments, LLC*
NC	413 E Innes St. Suite D-100	Salisbury	28144	(980) 330-6500	RHLC Investments, LLC*
NC	3058 S Horner Blvd.	Sanford	27332	(919) 777-0350	TCL Capital, LLC
NC	80 Amarillo Ln.	Sanford	27332	(919) 352-9500	Tossed & Sauced, LLC
NC	1214 N. Bragg Blvd. Suite 107	Spring Lake	28390	(910) 497-6700	RHLC Investments, LLC*
NC	202 East Front St.	Statesville	28677	(704) 878-8600	Hoogland Foods, LLC
NC	401 Randolph St. Suite 1	Thomasville	27360	(336) 476-8888	Hoogland Foods, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
NC	3625 Rogers Rd.	Wake Forest	27587	(919) 570-6006	RHLC Investments, LLC*
NC	11712 Retail Dr.	Wake Forest	27587	(919) 569-5959	R-Time WF, LLC
NC	1602 Providence Rd. S	Waxhaw	28173	(980) 300-7600	RHLC Investments, LLC*
NC	6756 Gordon Rd. Suite 170	Wilmington	28411	(910) 888-8338	Antoz Holdings, LLC
NC	2322 Forest Hill Rd. West	Wilson	27893	(252) 294-6600	R-Time WL, LLC
NC	246 Jonestown Rd.	Winston Salem	27104	(336) 930-5252	Hoogland Foods, LLC
NC	2215 Old Salisbury Rd.	Winston-Salem	27127	(336) 771-9999	Hoogland Foods, LLC
NC	4908 Reynolda Rd.	Winston-Salem	27106	(336) 923-0021	Hoogland Foods, LLC
ND	1116 Hwy. 2	Devils Lake	58301	(701) 662-5200	PET-LAKE, LLC
ND	2502 S. University Dr.	Fargo	58103	(701) 232-3499	Pet-South, Inc
ND	3901 S Washington St.	Grand Forks	58201	(701) 772-4000	Cat Blast, Inc.
ND	1250 4th Ave. NW	Minot	58703	(701) 852-7492	Pizza Property, LLC
ND	675 13th Ave. E	West Fargo	58078	(701) 277-5700	PET-Deck, Inc.
OH	2474 Manchester Rd.	Akron	44314	(330) 753-2300	MP Waterloo, LLC
OH	1766 Canton Rd.	Akron	44312	(330) 752-7639	Hoogland Foods, LLC
OH	2130 Eastwood Ave.	Akron	44305	(330) 794-6800	Hoogland Foods, LLC
OH	1264 State Route 125	Amelia	45102	(513) 753-6700	VYOM Pizza Enterprises, LLC*
OH	1104 S Defiance St.	Archbold	43502	(419) 445-1555	Primo Pizza, LLC*
OH	1207 Claremont Ave.	Ashland	44805	(419) 281-5050	RAM Pizza, LLC
OH	32730 Walker Rd.	Avon Lake	44012	(440) 930-7200	Ltownpi, LLC
OH	978 Old SR. 74	Batavia	45103	(513) 947-9777	VYOM Pizza Enterprise, LLC*
OH	25523 Eaton Way	Bay Village	44140	(440) 316-8000	Westside Pie, LLC
OH	3989 Colonel Glen Hwy.	Beavercreek	45324	(937) 956-0001	Cutillo, Inc.
OH	219-A W Main St.	Bellevue	44811	(419) 483-4830	Cutillo, Inc.
OH	5003 Cornell Rd.	Blue Ash	45242	(513) 469-1999	VYOM Pizza Enterprise, LLC*
OH	1045 N Main St.	Bowling Green	43402	(419) 353-0044	Harb, Inc.
OH	1305 S Main St.	Bryan	43506	(419) 636-7171	Primo Pizza, LLC*
OH	1134 30th St. NW	Canton	44709	(330) 492-3000	AVS9, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
OH	1012 Western Ave.	Chillicothe	45601	(740) 772-5999	Hoogland Foods, LLC
OH	3612 Blue Rock Rd.	Cincinnati	45247	(513) 245-2111	Minor Moves, LLC
OH	4004 Edwards Rd.	Cincinnati	45209	(513) 531-1234	VYOM Pizza Enterprise, LLC*
OH	7733 Five Mile Rd.	Cincinnati	45230	(513) 474-2400	TLBF II, LLC
OH	5098 Glenncrossing Way Suite D	Cincinnati	45238	(513) 407-3977	Boeing Food Management, LLC
OH	136 E McPherson Hwy.	Clyde	43410	(419) 547-0563	Cutillo, Inc.
OH	2760 E Dublin Granville Rd.	Columbus	43231	(614) 901-2233	Hoogland Foods, LLC
OH	5310 N Hamilton Rd.	Columbus	43230	(614) 855-2133	Hoogland Foods, LLC
OH	430 Portage Tr.	Cuyahoga Falls	44221	(330) 928-8888	MP Akron, LLC
OH	2400 S Smithville Rd.	Dayton	45420	(937) 258-9000	Cutillo, Inc
OH	4079 E Galbraith Rd.	Deer Park	45236	(513) 793-7800	VYOM Pizza Enterprise, LLC*
OH	900 N Clinton St.	Defiance	43512	(419) 784-1555	Primo Pizza, LLC*
OH	816 E Main St.	Delta	43515	(419) 822-0122	Primo Pizza, LLC*
OH	6701 Ruwes Oak Dr.	Dent	45248	(513) 574-5550	A Taste of Westside, LLC
OH	4996 Cosgray Rd.	Dublin	43016	(614) 698-1020	Cutillo, Inc.
OH	649 S Abbe Rd.	Elyria	44035	(440) 365-2212	Mazza, LLC
OH	5332 Detroit Rd.	Elyria	44035	(440) 934-3400	Marco's Pizza, Inc.
OH	8653 W Ridge Rd.	Elyria	44035	(440) 322-0777	MP3, Inc.
OH	6330 Pleasant Ave.	Fairfield	45014	(513) 858-3500	Major Moves, LLC
OH	360 South Blanchard Street	Findlay	45840	(419) 422-2992	Primo Pizza, LLC*
OH	301 N Main St.	Fostoria	44830	(419) 435-1500	Pau Hana, LLC
OH	1839 W State St.	Fremont	43420	(419) 332-1313	Cutillo, Inc.
OH	22061 SR. 51	Genoa	43430	(419) 855-8355	Cutillo, Inc.
OH	803 State St.	Girard	44420	(330) 545-6633	Hoogland Foods, LLC
OH	537 Main St.	Grafton	44044	(440) 926-0600	BKSW, LLC
OH	1386 Main St.	Hamilton	45013	(513) 868-2600	VYOM Pizza Enterprise, LLC*
OH	10625 Harrison Ave.	Harrison	45030	(513) 715-1400	VYOM Pizza Enterprise, LLC*
OH	525 S 3rd. St.	Ironton	45638	(740) 302-8888	Ash Kris Corporation
OH	6780 Wales Ave. NW	Jackson	44720	(330) 966-5399	Hoogland Foods, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
OH	1629 E. Main St.	Kent	44240	(234) 233-2020	MP Waterloo LLC
OH	3251 Montgomery Rd. (US 22)	Landen	45140	(513) 677-1300	TLBF, LLC
OH	1248 Columbus Ave. Suite 14	Lebanon	45036	(513) 409-5522	VYOM Pizza Enterprise, LLC*
OH	8605 Columbus Pike	Lewis Center	43035	(740) 201-1003	Cutillo, Inc.
OH	4885 Princeton Rd.	Liberty Township	45011	(513) 737-7555	Schmitz Group, LLC
OH	920 Loveland - Madeira Rd.	Loveland	45140	(513) 683-4888	VYOM Pizza Enterprise, LLC*
OH	43 US 22-3	Maineville	45039	(513) 774-7777	VYOM Pizza Enterprise, LLC*
OH	332 W 5th St.	Marysville	43040	(937) 303-0511	Hoogland Foods, LLC
OH	6360 Tylersville Rd.	Mason	45040	(513) 204-1555	TLBF III, LLC
OH	3610 Lincoln Way E.	Massillon	44646	(234) 203-0036	Hoogland Foods, LLC
OH	6096 Mayfield Rd.	Mayfield Heights	44124	(440) 442-3900	MVPRIMO, LLC
OH	244 North Court St.	Medina	44256	(330) 725-0101	RTRD, Inc.
OH	5981 Andrews Rd.	Mentor on the Lake	44060	(440) 209-7000	TNT Investments, Inc.
OH	1064 State Route 28	Milford	45150	(513) 831-6100	VYOM Pizza Enterprise, LLC*
OH	326 N Main St.	Minster	45865	(419) 628-1000	Cutillo, Inc.
OH	1428 Whitaker Way	Montpelier	43543	(419) 485-1444	Primo Pizza, LLC*
OH	1687 N Main St.	N. Canton	44709	(330) 499-6600	AVS2, LLC
OH	1402 N Scott St.	Napoleon	43545	(419) 592-1777	Primo Pizza, LLC*
OH	225 North 21st St.	Newark	43055	(740) 348-0019	Hoogland Foods, LLC
OH	4624 Woodville Rd.	Northwood	43619	(419) 693-0700	Marco's Pizza, Inc.
OH	4083 Cleveland Massillon Rd.	Norton	44203	(330) 825-5500	D. Bachman Inc.
OH	105 Whittlesey Ave.	Norwalk	44857	(419) 663-5555	Northcoast FHD, Inc.
OH	130 N Locust St.	Oak Harbor	43449	(419) 898-8981	Cutillo, Inc.
OH	2607 Starr Ave.	Oregon	43616	(419) 693-9383	None
OH	2036 Woodville Rd.	Oregon	43616	(419) 697-1131	Marco's Pizza, Inc.
OH	1444 Mentor Ave.	Painesville	44077	(440) 210-1902	Bread Brothers, LLC
OH	843 N. Williams St.	Paulding	45879	(419) 399-3999	Primo Pizza, LLC*
OH	1745 Hill Rd. N	Pickerington	43147	(614) 861-1111	MAAP Partners Pizza - Pickerington, LLC
OH	128 E Perry St.	Port Clinton	43452	(419) 734-6531	Cutillo, Inc.
OH	8072 E Broad St.	Reynoldsburg	43004	(614) 367-9999	MAAP Partners Pizza - Reynoldsburg, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
OH	Mile Marker 76.9 - Eastbound Interstate 80/90	Sandusky Country	43430	(419) 742-3149	AVI Food Systems, Inc.
OH	Mile Marker 76.9 Westbound Interstate 80/90	Sandusky County	43430	(440) 583-6294	AVI Food Systems, Inc.
OH	1276 Wapakoneta Ave.	Sidney	45365	(937) 498-0333	Cutillo, Inc.
OH	4163 Mayfield Rd.	South Euclid	44121	(216) 382-5111	J&J Food Enterprises, Inc.
OH	11439 Princeton Pike	Springdale	45246	(513) 771-6777	Kreal Properties, LLC
OH	3707 Darrow Rd.	Stow	44224	(330) 686-6888	MP Akron, LLC
OH	6475 Monroe St.	Sylvania	43560	(419) 885-3200	Harb, Inc.
OH	6475 Monroe St.	Sylvania	43560	(419) 885-3200	Harb, Inc.
OH	75 Melmore St.	Tiffin	44883	(419) 448-4900	Eaton Pizza, LLC
OH	2525 Laskey Rd.	Toledo	43613	(419) 474-4554	Marco's Pizza, Inc.
OH	1234 Sylvania Ave.	Toledo	43612	(419) 476-8881	Marco's Pizza, Inc.
OH	3510 Dorr St.	Toledo	43607	(419) 535-3001	Marco's Pizza, Inc.
OH	149 Main St.	Toledo	43605	(419) 698-1511	Marco's Pizza, Inc.
OH	3423 Lagrange St.	Toledo	43608	(419) 255-1313	Moell Enterprises, Inc.
OH	5248 Monroe St. Unit 1	Toledo	43623	(419) 882-3300	Marco's Pizza, Inc.
OH	6801 W Central Ave.	Toledo	43617	(419) 841-7756	Marco's Pizza, Inc.
OH	2658 Central Ave.	Toledo	43606	(419) 475-9555	Marco's Pizza, Inc.
OH	406 Washington	Toledo	43604	(419) 725-4367	TMH Concessions, LLC
OH	401 Jefferson Ave. Suite C	Toledo	43604	(920) 202-5627	AVI Foodsystems, Inc
OH	1102 W Main St.	Troy	45373	(937) 524-0108	Hoogland Foods, LLC
OH	4719 Reed Rd.	Upper Arlington	43220	(614) 326-1111	Cutillo, Inc
OH	1840 E Us Hwy. 36	Urbana	43078	(937) 484-3000	Teepe 6 Slices, LLC
OH	1004 N Shoop Ave.	Wauseon	43567	(419) 335-1555	Primo Pizza, LLC*
OH	36200 Euclid Ave.	Willoughby	44094	(440) 975-8888	Bread Brothers, LLC
OH	210 W. Main St.	Woodville	43469	(419) 849-2200	Cutillo, Inc.
OH	1361 Worthington Centre	Worthington	43085	(614) 846-0400	Cutillo, Inc.
OH	2072 E Midlothian Blvd.	Youngstown	44502	(330) 782-2288	Hoogland Foods, LLC
OH	4381 Kirk Rd.	Youngstown	44511	(330) 797-3377	Hoogland Foods, LLC
OK	4650 W Houston	Broken Arrow	74012	(918) 615-3500	Hoogland Foods, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
OK	2832 W University Blvd.	Durant	74701	(580) 924-1020	Wright Pies, LLC
OK	17900 N Western Ave.	Edmond	73012	(405) 513-5355	MPOK 5005, LLC
OK	3210 S Blvd.	Edmond	73034	(405) 657-1999	MPOK 5029, LLC
OK	2648 Exchange Dr.	Edmond	73034	(405) 657-5077	MPOK 5088, LLC
OK	2321 W Willow Rd.	Enid	73703	(580) 701-6765	MPOK 5064, LLC
OK	2306 East Gore Blvd.	Lawton	73501	(580) 699-3993	MPOK 5042, LLC
OK	5127 W Gore Blvd.	Lawton	73505	(580) 536-5800	MPOK 5179, LLC
OK	10001 SE 15th	Midwest	73130	(405) 610-3000	MPOK 5057, LLC
OK	1919 S Eastern Suite 160	Moore	73160	(405) 759-2525	MPOK 5039, LLC
OK	135 W. Hwy. 152	Mustang	73064	(405) 673-6776	MPOK 5099, LLC
OK	1004 24th Ave. NW	Norman	73069	(405) 310-4747	MPOK 5045, LLC
OK	2620 Classen Blvd.	Norman	73071	(405) 279-0777	MPOK 5247, LLC
OK	12201 S Pennsylvania Ave. Suite 160	Oklahoma City	73170	(405) 735-8990	MPOK 5015, LLC
OK	9401 N. May Ave. Suite 160	Oklahoma City	73120	(405) 607-1222	MPOK 5049, LLC
OK	6900 NW 122nd St. Suite 101	Oklahoma City	73142	(405) 470-8500	122 Rockwell Pizza Concepts, LLC
OK	5801 S. Sooner Rd.	Oklahoma City	73115	(405) 602-0333	MPOK 5097, LLC
OK	1600 S Morgan Rd. Suite H	Oklahoma City	73128	(405) 764-1110	Hoogland Foods, LLC*
OK	14499 E 86 St. N	Owasso	74055	(918) 272-9922	Hoogland Foods, LLC
OK	1403 E Hartford Ave. Suite C421	Ponca City	74604	(580) 749-9098	MPOK 5078, LLC
OK	2001 N Harrison	Shawnee	74804	(405) 585-2929	Hoogland Foods, LLC
OK	12913 E 31st St. S	Tulsa	74134	(918) 660-8255	Hoogland Foods, LLC
OK	8013 S. Sheridan Rd.	Tulsa	74133	(918) 289-2387	Hoogland Foods, LLC
OK	5801 NW 50th St.	Warr Acres	73122	(405) 603-4330	38 MAC Pizza Concepts
OK	509 W Vandament Ave. Suite 160	Yukon	73099	(405) 494-7788	Yukon Pizza Concepts, LLC
OK	12000 NW Expressway Suite D	Yukon	73099	(405) 578-4900	MPOK 5201, LLC
PA	1509 E 38th St.	Erie	16505	(814) 824-4445	Hoogland Foods, LLC
PA	3759 West 12th St.	Millcreek	16506	(814) 836-2922	Hoogland Foods, LLC
PA	243 Broad St.	Montoursville	17754	(570) 505-3699	M&J Business Ventures,

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
					LLC
PA	303 5th St.	New Brighton	15066	(724) 846-1330	Hoogland Foods, LLC
PA	1140 E State St.	Sharon	16146	(724) 981-2826	Hoogland Foods, LLC
SC	433 Silver Bluff Rd.	Aiken	29803	(803) 306-7600	MPZ South Carolina, LLC
SC	1815 E Greenville St.	Anderson	29621	(864) 622-0880	MPZ Anderson, LLC
SC	105 McMillin Rd.	Boiling Springs	29316	(864) 916-1400	Big Cheese Ventures, LLC
SC	514 Knox Abbott Dr.	Cayce	29033	(803) 834-7033	MPZ Cayce, LLC
SC	1221 Chapin Rd.	Chapin	29036	(803) 756-3400	MPZ Chapin, LLC
SC	3515 Mary Ader Ave.	Charleston	29414	(843) 818-4700	Dropping Well, LLC
SC	520 Folly Rd. Suite 80	Charleston	29412	(843) 779-9100	Mark's JI, LLC
SC	1319 Sam Rittenburg Blvd. Suite 106	Charleston	29407	(843) 666-0011	Roshan Operations 5, LLC
SC	530 Old Greenville Hwy.	Clemson	29631	(864) 650 9092	MPZ Clemson, LLC
SC	4561 Hard Scrabble Rd.	Columbia	29223	(803) 419-3700	MPZ Columbia 1, LLC
SC	3801 Rosewood Dr.	Columbia	29205	(803) 255-0990	MPZ Columbia 2, LLC
SC	10254 Two Notch Rd. Suite C	Columbia	29229	(803) 764-7227	MPZ Columbia 3, LLC
SC	4601 Forest Dr. Suite C	Columbia	29206	(803) 766-1400	MPZ Forest, LLC
SC	1202 SC 544	Conway	29526	(843) 438-0050	MPZ Holdings, LLC*
SC	2154 E Main St.	Duncan	29334	(864) 203-0900	Akers Company, LLC
SC	6615 Calhoun Memorial Hwy. Suite 8	Easley	29640	(864) 523-5777	MPZ Easley, LLC
SC	2501 South Cashua Dr. Suite O	Florence	29501	(843) 407-1582	MPZ Florence, LLC
SC	870 Gold Hill Rd. Suite 300	Fort Mill	29708	(803) 233-1434	RHLC Investments, LLC*
SC	2607 US-17 Highway (BUS) S Suite D	Garden City	29576	(843) 299-1416	MPZ Garden City, LLC
SC	1120 N Pleasantburg Dr. Suite 102	Greenville	29607	(864) 603-1333	MP8241, LLC
SC	2107 Augusta St. Suite 300	Greenville	29605	(864) 631-1900	MP8283, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
SC	479 Bypass 72 NW	Greenwood	29649	(864) 889-8669	MPZ Greenwood, LLC
SC	802 S Batesville Rd.	Greer	29650	(864) 848-7797	MP Greer, LLC
SC	937 Lake Murray Blvd.	Irmo	29063	(803) 764-1696	MPZ IRMO, LLC
SC	650 College Park Rd.	Ladson	29456	(843) 569-6101	Roshan Operations, LLC
SC	851 Hwy. 378	Lexington	29072	(803) 808-4048	MPZ Lexington, LLC
SC	5449 Sunset Blvd. Suite D	Lexington	29072	(803) 490-0123	MPZ Lexington 2, LLC
SC	1766 South Lake Dr.	Lexington	29073	(803) 520-8932	MPZ Lexington 3, LLC
SC	418 Reid Hill Rd. Suite C	Moncks Corner	29461	(843) 628-5800	Roshan Operation 7, LLC
SC	2826 Highway US 52 Suite 320	Moncks Corner	29461	(843) 408-4900	Roshan Operations 8, LLC
SC	1909 N Hwy. 17	Mt Pleasant	29464	(843) 388-4262	Mark's MP, LLC
SC	2114 Hwy. 41	Mt Pleasant	29466	(843) 936-4844	Mark's PW, LLC
SC	965 Wood Duck Dr. Suite 105	Myrtle Beach	29577	(854) 600-1990	MPZ South Carolina, LLC
SC	201 Fresh Dr.	Myrtle Beach/Carolina Forest	29579	(843) 796-9830	MPZ Myrtle Beach, LLC
SC	960 Edgefield Rd.	North Augusta	29841	(803) 202-1700	MPZ South Carolina, LLC
SC	9500 Dorchester Rd.	North Charleston	29485	(843) 821-4000	Roshan Operations 2, LLC
SC	1564 Saint Matthews Rd.	Orangeburg	29118	(803) 937-3777	Grace & Mercy Operations, Inc.
SC	1735 Heckle Blvd. Suite 300	Rock Hill	29732	(803) 233-5499	RHLC Investments, LLC*
SC	2513 Stone Station Rd.	Roebuck	29376	(864) 278-8008	Akers Company, LLC
SC	1026 Bypass 123 Eagle Plaza Unit E	Seneca	29678	(864) 873-9077	MPZ Seneca, LLC
SC	1400 W Georgia Rd. Suite 700	Simpsonville	29680	(864) 881-3200	MP8563, LLC
SC	1392 W.O. Ezell Blvd.	Spartanburg	29301	(864) 576-4666	Hoogland Foods, LLC
SC	1200 E Main St.	Spartanburg	29307	(864) 707-2080	Big Cheese #2, LLC
SC	123 B North Creek Dr.	Summerville	29486	843-594-5001	Roshan Operations 6 LLC
SC	1585 Central Ave. Unit C8	Summerville	29483	(843) 970-2898	Roshan Operations 3, LLC.
SC	1001 Bacons Bridge	Summerville	29485	(843) 970-9977	Roshan Operations 4,

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	Rd. Unit A				LLC
SC	1102 Broad St.	Sumter	29150	(803) 607-9330	MPZ Sumter, LLC
SD	327 Main St.	Deadwood	57732	(605) 571-1260	PRG Deadwood, LLC
SD	605 S Sanborn Blvd.	Mitchell	57301	(605) 292-7272	PRG Mitchell, LLC
SD	3625 Jackson Blvd.	Rapid City	57702	(605) 791-4949	Platinum Restaurant Group, Inc.
SD	2201 Mt. Rushmore Rd.	Rapid City	57701	(605) 791-2772	PRG Rushmore, LLC
SD	1111 Endeavor Boulevard	Rapid City	57703	(605) 791-4744	Platinum Restaurant Group, Inc.
SD	5007 S Louise Ave.	Sioux Falls	57108	(605) 275-4949	Platinum Restaurant
SD	3220 S Sycamore Ave.	Sioux Falls	57110	(605) 275-9696	PRG SF East, LLC
SD	817 9th Ave. SE	Watertown	57201	(605) 878-2727	PRG Watertown, LLC
TN	11154 Hwy. 51 S Suite E	Atoka	38004	(901) 250-2600	MP Atoka, Inc.
TN	5730 Stage Rd.	Bartlett	38134	(901) 266-4676	Zuheir Slice, LLC
TN	7794 E Brainerd Rd.	Chattanooga	37421	(423) 803-5800	Hoogland Foods, LLC
TN	2009 Dayton Blvd.	Chattanooga	37415	(423) 397-5500	S & S Group Red BK, LLC
TN	1761 Tiny Town Rd.	Clarksville	37042	(931) 919-5110	B&B 1237, LLC
TN	1767 Wilma Rudolph Blvd.	Clarksville	37040	(931) 278-6077	B&B 8318, LLC
TN	143 Stuart Rd. NE	Cleveland	37312	(423) 476-5551	Hoogland Foods, LLC
TN	930 W Poplar Ave. Suite 1	Collierville	38017	(901) 221-8020	FNAO, LLC
TN	2120 Brookmeade Dr. Suite E	Columbia	38401	(931) 398-5660	TEB Columbia, LLC
TN	447 S Jefferson	Cookeville	38501	(931) 372-1200	Ultra Pizza Corporation
TN	7865 Trinity Rd. Suite 106	Cordova	38018	(901) 805-0123	MPM3, LLC
TN	213 Hwy. 46 Suite B	Dickson	37055	(615) 375-9000	West Nashville MP, LLC
TN	2375 Parr Ave.	Dyersburg	38024	(731) 777-9898	Slice of Nashville, LLC
TN	6016 Ringgold Rd. #102	East Ridge	37412	(423) 475-8300	AA&E of TN, LLC
TN	4115 Mallory Ln.	Franklin	37067	(615) 790-2244	TEB Franklin, LLC
TN	2020 Fieldstone Pkwy.	Franklin	37069	(615) 790-8080	TEB Franklin, LLC
TN	840 N Blue Jay Way	Gallatin	37066	(615) 575-6760	Ultra Pizza Company Gallatin, Inc.
TN	7685 Farmington Blvd.	Germantown	38138	(901) 309-5150	MPM Group, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
TN	157 West Main St.	Hendersonville	37075	(615) 757-5550	Ultra Pizza Company Hendersonville
TN	3905 Lebanon Pike	Hermitage	37076	(615) 461-0009	Ultra Pizza Company Hermitage
TN	5723 Hixson Pike	Hixson	37343	(423) 362-8300	Hoogland Foods, LLC
TN	1146 Vann Dr.	Jackson	38305	(731) 300-0400	Pie in the Sky, LLC
TN	1683 S. Highland Ave	Jackson	38301	(731) 256-5500	Slice of Nashville 2 , LLC
TN	612 Lyle St. Suite 110	Johnson City	37604	(423) 928-5888	MH Pizza TN No. 1, LLC
TN	7121 Maynardville Pike	Knoxville	37918	(865) 377-4403	Deliver Magic, LLC
TN	1601 Ebenezer Rd.	Knoxville	37922	(865) 801-9800	Deliver Magic II, LLC
TN	9014 US Hwy. 64 Suite 106	Lakeland	38016	(901) 381-9171	MPM2, LLC
TN	5299 Murfreesboro Rd. Suite 265	Lavergne	37211	(615) 823-5654	Hoogland Foods, LLC
TN	15 N. Belvedere	Memphis	38104	(901) 276-9626	Draper Family Pizza, LLC
TN	5101 Sanderline Ave. Suite 110	Memphis	38117	(901) 341-4848	Smittys Slices EM, LLC
TN	2231 Mt. Juliet	Mt. Juliet	37122	(615) 754-3200	Ultra Pizza Company Mt. Juliet
TN	1624 New Salem Hwy. Suite D	Murfreesboro	37128	(615) 907-9998	BEMS Food Group, LLC
TN	3266 Memorial Blvd.	Murfreesboro	37129	(615) 895-9755	Corroboro, LLC
TN	2528 Murfreesboro Pike	Nashville	37217	(615) 653-4304	Hoogland Foods, LLC
TN	7047 Highway 70 South	Nashville	37221	(847) 345-5602	Hoogland Foods, LLC
TN	103 Whitebridge Pike Suite 3	Nashville	37209	(615) 866-1007	Vinayak Enterprises, LLC
TN	7180 Nolensville Rd. Unit 1H	Nolensville	37135	(615) 819-4455	TEB Restaurant Group Nolensville, LLC
TN	5958 Snow Hill Rd. Suite 156	Ooltewah	37363	(423) 668-6008	S & S Group, LLC
TN	2656 Parkway Suite 1	Pigeon Forge	37863	(865) 277-6361	MPZ South Carolina, LLC
TN	840 Nissan Dr. Suite B	Smyrna	37167	(615) 984-4474	TEB Restaurant Group Smyrna, LLC
TN	3015 Belshire Village Dr. Suite 116	Spring Hill	37174	(615) 302-2626	TEB Spring Hill, LLC
TX	1545 E Main St.	Allen	75002	(214) 383-6755	Hoogland Foods, LLC
TX		Angleton	77515	(979) 465-4100	

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	1401 East Mulberry St.				M.P. Angleton, LLC
TX	8021 Matlock Rd.	Arlington	76002	(817) 468-3444	Hoogland Foods, LLC
TX	4001 W Green Oaks Blvd. Suite 111	Arlington	76016	(817) 672-5699	RT Pizza Concepts 5133, LLC
TX	3980 N Collins St.	Arlington	76005	(682) 307-5100	Rise 005, LLC
TX	3360 Matlock Rd. Suite 100	Arlington	76015	(214) 709-7311	Rise 004, LLC
TX	11011 Research Blvd.	Austin	78759	(512) 502-5600	Kendrick Incorporation
TX	10019 W. Parmer Ln. Suite 103	Austin	78717	(512) 275-6000	Central Texas Authentic Pizza, LLC
TX	6800 W Gate Blvd.	Austin	78745	(512) 994-1175	Davis Family Pizza Austin, LLC
TX	1600 Bedford Rd. Suite 300	Bedford	76021	(817) 354-2233	Hoogland Foods, LLC
TX	510 N Loop 340 Suite A	Bellmead	76705	(254) 262-3500	Brazos River Pizza Company, LLC
TX	9453 Benbrook Blvd.	Benbrook	76126	(682) 207-6400	Subru Enterprises 3, LLC
TX	1560 State Hwy. 46 E Suite 103	Boerne	78006	(830) 266-1010	Boerne Pizza, LLC
TX	30543 Kingsland Blvd.	Brookshire	77423	(346) 413-8400	JTAP, LLC
TX	1245 Main St. Suite 300	Buda	78610	(512) 400-3045	Neeru Enterprises, Inc.
TX	674 SW Wilshire Blvd. Suite 200	Burleson	76028	(817) 420-9060	Chewy Pies, LLC
TX	2201 Marsh Ln.	Carrolton	75006	(972) 734-5173	Hoogland Foods, LLC
TX	1517 W Hebron Pkwy. Suite 112	Carrolton	75010	(469) 208-1200	Autentico Food LLC
TX	425 E Pleasant Run Rd. Suite 253	Cedar Hill	75104	(972) 535-5595	Hoogland Foods, LLC
TX	2011 Little Elm Tr.	Cedar Park	78613	(512) 250-3400	Neeru Enterprises, Inc.
TX	513 Cibolo Valley Dr.	Cibolo	78108	(210) 960-1200	DRG Food Services, LLC
TX	1842 Graham Rd.	College Station	77845	(979) 690-7770	CDA Authentic Pizza, Inc
TX	9803 Hwy. 242 Suite 100	Conroe	77385	(936) 282-5253	HCV Group, LLC
TX	3000 W Davis St. Suite 4	Conroe	77304	(936) 286-4200	MP Conroe, LLC
TX	7215 N Loop 1604 E	Converse	78109	(210) 960-7699	Team Gilson Too, LLC
TX		Converse	78109	(210) 898-4545	

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	6634 Binz Engleman Rd.				Team Gilson III, LLC
TX	1080 Sandy Lake Rd.	Coppell	75019	(469) 702-6566	Hamov Pizza, LLC
TX	2821 Airline Rd.	Corpus Christi	78414	(361) 502-2100	Airline Pizza, LLC
TX	6410 Webber Rd, Suite 7	Corpus Christi	78413	(361) 967-8666	Weber Road CC Pizza, LLC
TX	11403 Barker Cypress Rd. Suite 600	Cypress	77433	(832) 653-3113	GNG Times Hospitality Services, LLC
TX	14106 Mueschke Rd.	Cypress	77433	(281) 256-1200	RTM Foods, LLC
TX	8350 N Fry Rd. Suite 100	Cypress	77433	(832) 895-5050	GNG Times MC Hospitality Services, LLC
TX	2266 Gus Thomasson Rd	Dallas	75228	(469) 699-0300	Yap01, LLC
TX	3401 East Blvd. Suite 200	Deer Park	77536	(346) 633-2500	MP Elite, Inc.
TX	3220 Teasley Ln. Suite 108	Denton	76210	(940) 304-0040	ACME Dream, LLC
TX	503 W University Dr.	Denton	76201	(940) 304-0200	ACME Dream, LLC
TX	7460 Cimarron Market Building 1, Suite 100	El Paso	79911	(915) 600-5330	JKP MP TX01, LLC
TX	3589 Rich Beem Blvd. Suite 106	El Paso	79938	(915) 257-7100	K.P.A.G.S.N., LLC
TX	4830 Woodrow Bean Transmountain	El Paso	79924	(915) 800-2777	MP 5229 Series
TX	4351 Cross Timbers Suite 200	Flower Mound	75028	(972) 449-7500	RT Pizza Concepts 5242, LLC
TX	571 S FM 548 Suite 106	Forney	75126	(972) 552-1199	SGR-Maratonci, LLC
TX	5250 N Tarrant Pkwy.	Fort Worth	76244	(817) 427-2300	RT Pizza Concepts So-Hi, LLC
TX	12650 N Beach St. Suite 160	Fort Worth	76244	(817) 741-4005	RT Pizza Concepts Saratoga, LLC
TX	301 Clifford Center Dr.	Fort Worth	76108	(682) 382-1800	Subru Enterprises LLC
TX	6330 Camp Bowie Blvd.	Fort Worth	76116	(817) 945-4343	Subru Enterprises 2, LLC
TX	1632 S Friendswood Dr.	Friendswood	77546	(281) 992-2426	BPFWD LLC
TX	3288 Main St. Suite	Frisco	75033	(469) 362-6467	Main N Teel 5100, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	108				
TX	10935 Rolater Rd. Suite 150	Frisco	75035	(469) 956-5600	Nilkanth 5237, LLC
TX	6211 Oakmont Blvd.	Ft. Worth	76132	(817) 346-1333	Oakmont 5026, LLC
TX	6520 FM 359 S Suite 100	Fulshear	77441	(346) 338-8700	PAL Franchising, LLC
TX	3015 Arapaho Rd.	Garland	75044	(972) 535-5521	Hoogland Foods, LLC
TX	3303 Williams Dr.	Georgetown	78628	(512) 819-0001	Neeru Enterprises, Inc.
TX	2360 W Camp Wisdom Rd. Suite 150	Grand Praire	75052	(469) 506-1200	Rise#002, LLC
TX	815 Mayfield Rd. Suite 100	Grand Prairie	75052	(469) 275-4186	Hoogland Foods, LLC
TX	2150 W. NW Hwy. Suite 117	Grapevine	76051	(817) 767-3100	Acme Dream TRE, LLC
TX	3045 Stillhouse Lake Rd. Suite 102	Harker Heights	76548	(254) 589-8200	GRA Authentic Pizza, LLC
TX	2412 Avondale Haslet Rd.	Haslet	76052	(682) 900-1100	RT Pizza Concepts 5186, LLC
TX	110 Smirl Dr.	Heath	75032	(469) 314-8877	SGR-Maratonci, LLC.
TX	9708 Business Pkwy. Suite 550	Helotes	78023	(210) 695-6008	Fateh Enterprises, Inc.
TX	100 Ritchie Rd. Suite B	Hewitt	76643	(254) 777-8778	Tri Pizza, LLC
TX	17160 Becker Rd.	Hockley	77447	(936) 463-6100	Hockley Pizza, LLC
TX	1315 S Dairy Ashford	Houston	77077	(281) 496-4441	MPZ 11, LLC
TX	3440 Ella Blvd.	Houston	77018	(281) 888-5495	MPHCE, LLC
TX	12020 FM 1960 Rd. W.	Houston	77065	(281) 970-9211	MPFM 1960, LLC
TX	16427 W Little York Rd.	Houston	77084	(281) 345-2100	MPFRY, LLC
TX	9535 Westheimer Rd.	Houston	77063	(713) 266-6000	MPRdj1, LLC
TX	5440 El Dorado Blvd. Suite 100	Houston	77059	(281) 488-5200	BPCLK, LLC
TX	9540 S. Main St. Suite 120	Houston	77025	(713) 742-6668	Zoey Foods, LLC
TX	1005 Waugh Dr. Suite B	Houston	77019	(346) 553-3553	MP5223, LLC
TX	12723 Cutten Rd	Houston	77066	(281) 697-4499	MPKTY1, LLC
TX	15727 Wallisville Rd. Suite 170	Houston	77049	(281) 697-4575	SAAM Pizza, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
TX	15999 S Post Oak Rd.	Houston	77053	(346) 444-1300	Janav Foods, LLC
TX	12712 W Lake Houston Parkway Suite C	Houston	77044	(346) 444-1110	MPMC1, LLC
TX	535 W Airtex Blvd.	Houston	77090	(346) 664-6440	New Lonestar QSR Enterprise, LLC
TX	13548 Beechnut St. ste 800	Houston	77083	(346) 500-6655	MN DR Houston, LLC
TX	2616 Blodget St.	Houston	77004	555-555-5555	AM-RO Investment Company
TX	5832 Fairdale Ln.	Houston	77057	555-555-5555	AM-RO Investment Company
TX	7203 Atascocita Rd.	Humble	77346	(281) 852-0200	MPHCE, LLC
TX	14954 Mesa Dr. Suite 103	Humble	77396	(832) 699-1000	Ninjawalla, LLC
TX	21636 Aldine Westfield Rd.	Humble	77338	(281) 973-5599	Houston Pie, LLC
TX	4750 Gattis School Rd.	Hutto	78634	(512) 846-9100	Double K Ah!thentic Pizza, LLC
TX	6111 fm 1660	Hutto	78634	(512) 642-5055	Double K Ah!thentic Pizza, LLC
TX	6941 Riverside Dr. Suite 130	Irving	75039	(469) 639-2525	MMNTAG, LLC
TX	4070 N Belt Line Rd.	Irving	75038	(469) 639-0250	Elenall, LLC
TX	23730 Westheimer Pkwy.	Katy	77494	(281) 395-2900	Westheimer 1870 Ventures, LLC
TX	3939 N Fry Rd.	Katy	77449	(281) 492-9911	MPFRY, LLC
TX	9006 S Fry Rd.	Katy	77494	(832) 999-4241	MPFRY, LLC
TX	5030 Franz Rd. Suite 101	Katy	77493	(281) 371-6373	Spring 1870 Ventures, LLC
TX	1433 FM 1463 Suite 300	Katy	77494	(832) 995-0788	MPKTY1, LLC
TX	23015 FM 529 Rd.	Katy	77493	(281) 973-5555	MPZ11, Inc.
TX	5304 W Elms Rd. Suite 103	Killeen	76549	(254) 251-3355	DPH Authentic Pizza, LLC*
TX	4001 E Stan Schlueter Loop Suite 107	Killeen	76542	(254) 680-8001	DPH Authentic Pizza, LLC*
TX	1310 North Park	Kingwood	77339	(281) 601-9777	MPFM 1960, LLC
TX	5896 Kyle Pkwy. Suite 100	Kyle	78640	(512) 262-7545	NEERU Enterprises, Inc.
TX	101 Winding Way St. Suite K	Lake Jackson	77566	(979) 487-4100	M.P. Lake Jackson, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
TX	3020 Marina Bay Dr. Suite F	League City	77573	(832) 864-3600	BPLGC, LLC
TX	1940 W League City Pkwy. Suite 150	League City	77573	(281) 724-1119	BPLGC2 LLC
TX	2800 S Bagdad Rd. Suite E	Leander	78641	(512) 260-8866	Brewhawk, LLC
TX	15609 Ronald Reagan Blvd.	Leander	78641	(512) 986-7560	Worldine, LLC
TX	1079 W Round Grove	Lewisville	75067	(972) 221-5200	K Compass, Inc.
TX	1490 Valley Ridge Blvd. Suite 100	Lewisville	75077	(972) 353-4400	CDSZES, LLC
TX	2139 Hwy. 146 Bypass Suite 100	Liberty	77575	(936) 237-1515	MPKTY1, LLC
TX	1753 NW Loop 281	Longview	75605	(903) 704-4900	KVS Business, Inc.
TX	6415 34th St.	Lubbock	79407	(806) 902-8008	MPL 5261, LLC
TX	6006 4th St.	Lubbock	79416	(806) 696-6660	MPL 5263, LLC
TX	10303 Indiana Ave. Suite 100	Lubbock	79423	(806) 686-9200	MPL 5265, LLC
TX	2950 S. John Redditt Dr.	Lufkin	75904	(936) 634-1111	The Modus Group, Inc.
TX	32725 FM 2978	Magnolia	77354	(832) 990-6200	Size Enterprise, LLC
TX	13774 Jordan Lewis Way Bldg. H Suite 300	Magnolia	77354	(346) 382-1500	Size Enterprise, LLC
TX	7400 N 10th St.	McAllen	78504	(956) 468-4100	Savage Rich Food Co.*
TX	4100 S Ridge Rd. Suite 102	McKinney	75070	(469) 919-0999	GeoN Business Services, LLC
TX	2741 Virginia Pkwy. Suite 700	McKinney	75070	(214) 592-0772	G.N.M. Pizza, LLC
TX	2231 Sam Rayburn Hwy.	Melissa	75454	(469) 885-8900	Shahin, LLC
TX	2410 FM 663 Suite 500	Midlothian	76065	(469) 336-6336	Rise #001, LLC
TX	201 S Shary Rd. Suite 630	Mission	78572	(208) 369-1817	SRFCO 1 LLC
TX	6245 Hwy. 6 Suite 300	Missouri City	77459	(832) 539-6900	AM-RO Investment Company
TX	19970 Eva St. Suite 104	Montgomery	77356	(936) 276-6040	Size Enterprise, LLC
TX	703 E FM 544 Suite 110	Murphy	75094	(972) 442-4900	Acme Dream Due, LLC
TX	2084 Central Plaza	New Braunfels	78130	(830) 302-4850	New Braunfels Pizza,

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	Suite 101				LLC
TX	1860 S Walnut Ave.	New Braunfels	78130	(830) 402-1900	DRG Food Services, LLC
TX	7505 North Davis Blvd.	North Richland Hills	76182	(817) 281-2233	Hoogland Foods, LLC
TX	7047 26 Blvd.	North Richland Hills	76180	(682) 337-2600	Chewy Crust, LLC
TX	3032 FM 720 W	Oak Point	75068	(469) 536-0550	RT Pizza Concepts 5199, LLC
TX	4860 Fairmont Pkwy.	Pasadena	77505	(281) 991-8800	MPFP
TX	7902 Broadway St. Suite 124	Pearland	77581	(281) 412-2200	AM-RO Investment Company
TX	12810 W Broadway St.	Pearland	77584	(713) 436-2000	AM-RO Investment Company
TX	1510 E Broadway St. Suite 120	Pearland	77581	(281) 992-8000	AM-RO Investment Company
TX	14815 Dessau Rd. Suite 400	Pflugerville	78754	(512) 670-3200	Pflugerville Pizza, LLC
TX	910 W Parker Rd. Suite 100c	Plano	75075	(469) 910-0100	Magnifico Foods, LLC
TX	2411 Coit Rd. Suite 110	Plano	75075	(469) 782-9898	Stu Mo Industries, LLC
TX	2304 Midway Rd. Suite B	Plano	75093	(945) 800-1200	StuMo Industries, LLC
TX	29120 FM 1314	Porter	77365	(281) 984-5999	MPFM1960, LLC
TX	1180 North Coit Rd. Suite 20	Prosper	75078	(972) 934-1004	Global All Foods, LLC
TX	7101 W Grand Pkwy. S Suite 240	Richmond	77407	(281) 239-2200	MPLMF, LLC
TX	7119 FM 1464 Suite 310	Richmond	77407	(832) 944-6864	MPLMF, LLC
TX	4125 Williams Way Blvd. Suite 170	Richmond	77469	(281) 232-3000	Sinaali Foods, LLC
TX	1000 N. Robinson Hwy. Suite A	Robinson	76706	(254) 300-7100	Bat City Pizza, LLC
TX	3301 N. Goliad St. Suite 101	Rockwall	75087	(972) 722-1600	SGR-Maratonci, LLC.
TX	581 University Blvd. Suite 200	Round Rock	78665	(512) 599-5799	DOUBLE K AH!THENTIC PIZZA, LLC
TX	8701 Liberty Grove Rd.	Rowlett	75089	(972) 463-4141	SGR-Maratonci, LLC
TX	900 N Blue Mound	Saginaw	76131	(682) 207-3317	Chewy Crust, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	Rd. Suite 100				
TX	5440 Babcock Rd. Suite 550	San Antonio	78240	(210) 561-2444	TEGH Enterprises, Inc.
TX	10919 Culebra Rd. Suite 158	San Antonio	78253	(210) 688-9977	DRG Food Services, LLC
TX	14510 NW Military Hwy. Suite 101	San Antonio	78231	(210) 740-0613	Fateh Enterprises, Inc.
TX	9638 Potranco Rd. Suite 101	San Antonio	78251	(210) 817-5151	180 Holdings Corporation
TX	822 Evans Rd. Suite 102	San Antonio	78258	(210) 879-9966	DRG Food Services, LLC
TX	17026 Bulverde Rd. Suite 211	San Antonio	78247	(726) 800-2700	SRFCO 5, LLC
TX	8350 Pat Booker Rd.	San Antonio	78233	(210) 809-4455	Savage Rich Food Co.*
TX	18419 Rim Dr. Suite 195	San Antonio	78257	(726) 800-7070	Rim Pizza, LLC
TX	22151 Bulverde Rd. Suite 111	San Antonio	78259	(210) 960-6020	DRG Food Services, LLC
TX	14244 Potranco Rd.	San Antonio	78253-2133	(210) 794-8400	Infinity Pizza, LLC
TX	5203 Eisenhauer Rd. Suite 121	San Antonio	78218	(210) 610-8700	Evergreen International LLC
TX	8630 US-90	San Antonio	78227	(210) 905-4747	NEERU Enterprises, Inc.
TX	1455 Austin Hwy. Suite 103	San Antonio	78209	(208) 369-1817	SRFCO4, LLC
TX	3103 SE Military Dr.	San Antonio	78223	(210) 774-5200	DRG Food Services, LLC
TX	8507 Culebra Rd.	San Antonio	78238	(210) 775-1500	Culebra Pizza, LLC
TX	6563 Babcock Rd.	San Antonio	78249	(210) 775-2888	STRAN MP1, LLC
TX	1833 Bandera Rd.	San Antonio	72228	(210) 504-3999	SRFCO 2, LLC
TX	700 Veterans Blvd.	San Juan	78589	(956) 586-6100	Frontera Pizza Partners Inc.
TX	1104 Thorpe Ln.	San Marcos	78666	(737) 266-2700	San Mar Pizza, LLC
TX	5735 Bayport Blvd.	Seabrook	77586	(281) 942-5432	Lambodara Pizza, LLC
TX	1507 E Court St. Suite 109	Seguin	78155	(830) 560-9999	Team Gilson, LLC
TX	16744 Champion Forest Dr.	Spring	77379	(832) 953-2912	MPHCE, LLC
TX	3431 Rayford Rd.	Spring	77386	(281) 288-4000	MPKTY1, LLC
TX	1027 Sawdust Rd. Suite 240	Spring	77380	(832) 299-6365	Yotchai Corp
TX	21630 Kuykendahl Rd. Suite 430	Spring	77379	(281) 528-8800	MP Size, Inc.

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
TX	210 Cypresswood Dr. Suite 240	Spring	77388	(281) 801-1800	MPLMF, LLC
TX	20248 SH 46 W. Suite 130	Spring Branch	78070	(830) 396-8009	SA City Catering, LLC
TX	3623 S Main St. Suite 113	Stafford	77477	(832) 987-1455	Sinaali Foods, LLC
TX	5408 W Adams Ave. Suite 101	Temple	76502	(254) 500-2001	RSA Authentic Pizza, LLC
TX	5001 Main St. #112	The Colony	75056	(469) 731-3838	Colony Foods, LLC
TX	16949 N Eldridge Pkwy.	Tomball	77377	(281) 251-3334	BGBC11, Inc.
TX	25417 Kuykendahl Rd. Suite 103	Tomball	77375	(832) 761-3355	MP Size, Inc.
TX	14635 FM2920	Tomball	77377	(281) 954-4949	Size Enterprise, LLC
TX	2550 Bobcat Blvd. Suite 108	Trophy Club	76262	(817) 497-8000	Lacoul Investments Inc.
TX	7924 S Broadway Ave.	Tyler	75703	(903) 561-5550	OGMP, LLC
TX	6502 N. Navarro	Victoria	77904	(361) 363-1199	Victoria Pizza, LLC
TX	10324-A China Spring Hwy.	Waco	76708	(254) 836-4800	Brazos River Pizza Company, LLC
TX	1107 Ferris Ave.	Waxahachie	75165	(972) 937-2771	Hoogland Foods, LLC
TX	138 College Park Drive. Suite 110	Weatherford	76086	(682) 789-7200	Lawson Family Pizza, Inc.
TX	3601 Maplewood Ave.	Wichita Falls	76308	(940) 228-7600	MPOK 5044, LLC
TX	9611 West FM 1097 Suite 500	Willis	77318	(936) 297-2500	Covenant Foods LLC
TX	5401 Central Freeway	Witchita Falls	76306	(940) 851-8000	MPOK 5019, LLC
TX	100 B Midway Center	Woodway	76712	(254) 218-1111	Brazos River Pizza Company, LLC
TX	2041 S. Hwy. 78 Suite 111	Wylie	75098	(469) 562-4711	Golden Pizza, LLC
UT	55 East 2200 South	Bountiful	84010	(385) 324-9700	MPUT 6048, LLC
UT	1132 S. 450 W. Suite 102	Brigham City	84302	435-465-6200	MPUT 6055, LLC
UT	4723 W Cedar Hills Dr. Suite 140	Cedar Hills	84062	(801) 763-0000	MPUT 6024, LLC
UT	6910 S Redwood Rd. Suite E	Jordan	84084	(801) 569-3333	MPUT 6016, LLC
UT	100 S Fort Ln.	Layton	84041	(801) 444-0011	MPUT 6026, LLC
UT	569 N State St. Suite	Lindon	84042	(385) 233-3535	Supreme Pizzeria, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	C				
UT	1472 N Main St.	North Logan	84341	(435) 792-9999	MPUT 6040, LLC
UT	114 Washington Blvd.	Ogden	84404	(801) 394-8888	MPUT 6041 LLC
UT	45 W 800 N	Orem	84057	(385) 375-3221	Supreme Pizzeria, LLC
UT	2245 North University Parkway	PROVO	84604	(385) 450-5200	Supreme Pizzeria, LLC
UT	2572 W 12600 S	Riverton	84065	(801) 676-9090	Supreme Pizzeria, LLC
UT	5585 S. 3500 W Suite A	Roy	84067	(801) 779-7990	MPUT 6036, LLC
UT	5510 S 900 E	Salt Lake City	84117	(801) 264-1111	MPUT 6015, LLC
UT	8520 S 1300 E	Sandy	84094	(801) 568-6666	MPUT 6018, LLC
UT	82 North Highland	Santaquin	84655	(801) 210-5566	Bylund Pizza, LLC
UT	5414 W Daybreak Pkwy. Suite C1	South Jordan	84009	(801) 282-3400	MPUT 6019, LLC
UT	4370 S Washington Blvd.	South Ogden	84403	(385) 364-4100	MPUT 6043, LLC
UT	786 S Spanish Fork parkway	Spanish Fork	84660	(801) 794-5577	Primo Pizza, LLC*
UT	1185 N Main St.	Tooele	84074	(435) 882-0000	MPUT 6037, LLC
UT	185 N 2000 W	West Point	84015	(801) 774-6666	MPUT 6027, LLC
UT	2778 S 5600 W	West Valley	84120	(801) 968-0333	MPUT 6029, LLC
UT	3585 S Redwood Rd. Suite 102	West Valley City	84119	(385) 401-1500	MPUT 6056, LLC
VA	43300 Southern Walk Plaza Suite 112	Broadlands	20148	(703) 936-6363	Two Pieces of the Pie, LLC
VA	25370 Eastern Marketplace Plaza Suite 140	Chantilly	20152	(571) 363-3131	Piece of the Pie, LLC
VA	930 Olympia Dr.	Charlottesville	22911	(434) 465-6800	H&M Store 14, LLC
VA	1320 Kempsville Rd. Suite 101	Chesapeake	23320	(757) 410-8885	Tidewater Investor Group #2021, LLC
VA	10700 Iron Bridge Rd.	Chester	23831	(804) 748-7256	H&M Store 8, LLC
VA	13121 Rovers Bend Blvd.	Chester	23836	(804) 416-8484	H & M Foods, LLC
VA	1 Dunlop Village Circle	Colonial Heights	23834	(804) 391-6100	H&M 2051, LLC
VA	10160 Fairfax Blvd.	Fairfax	22030	(571) 544-7300	Cheezy Pies 2, LLC
VA	9027 Silverbrook Rd.	Fairfax Station	22039	(703) 690-7000	Cheezy Pies, LLC
VA	16955 Forest Rd.	Forest	24551	(434) 455-0010	H&M Store 9, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
VA	677 Tyler Ave.	Fort Eustis	23604	(757) 525-4455	Pisa Fort Eustis, LLC
VA	316 White Oak Rd.	Fredericksburg	22405	(540) 373-4014	Esojenna Holdings, Inc.
VA	9681 W Broad St.	Glen Allen	23060	(804) 773-7373	MP RVA 5, LLC
VA	1070 Virginia Center Parkway Unit 105	Glen Allen	23059	(804) 624-2424	MP RVA 6, LLC
VA	3355 Commander Shepard Blvd.	Hampton	23666	(757) 766-2726	RB&C Pizza, LLC
VA	1168 Virginia Ave. Suite 102	Harrisonburg	22802	(540) 208-1313	Blackfin, LLC
VA	2952 Spotswood Trail	Harrisonburg	22801	(540) 208-3131	Blackfin, LLC
VA	4450 S Laburnum Ave.	Henrico	23231	(804) 905-9400	H&M Store 3, LLC
VA	12801 Galveston Ct.	Manassas	20112	(571) 532-6400	RDAE Restaurants, LLC
VA	13911 Midlothian Turnpike	Midlothian	23113	(804) 378-7878	MP RVA 1, LLC
VA	13918 Hull St. Rd.	Midlothian	23112	(804) 893-8989	MP RVA 2, LLC
VA	463 Denbigh Blvd.	Newport News	23608	(757) 509-7575	Pisa Pie, Inc.
VA	3099 Jefferson Ave. Unit 103	Newport News	23607	(757) 930-6500	Pisa Marina, LLC
VA	7721 Hampton Blvd.	Norfolk	23505	(757) 227-5888	Tidewater Nutritional Discs, LLC
VA	5817 midlothian Turnpike	Richmond	23225	(804) 877-8400	H&M Store 4, LLC
VA	2612 Sheila Ln.	Richmond	23225	(804) 575-7575	MP RVA 7, LLC
VA	2284 John Rolfe Pkwy.	Richmond	23233	(804) 774-7474	MP RVA 3, LLC
VA	7000 Forest Ave. Suite 1000	Richmond	23230	(804) 256-5656	MP RVA 4, LLC
VA	46515 Harry Byrd Hwy.	Sterling	20164	(703) 955-3799	JAM Pizza I LLC
VA	2051 Sun Harbour Blvd. Suite 130	Suffolk	23435	(757) 514-8585	Pisa Suffolk, LLC
VA	3030 Virginia Beach Blvd.	Virginia Beach	23452	(757) 321-0202	Tidewater Nutritional Discs, LLC
VA	1621 Independence Blvd.	Virginia Beach	23455	(757) 464-1111	MP Andrew, LLC
VA	1544 Laskin Rd. Suite 212	Virginia Beach	23451	(757) 500-8080	Doughmates, Inc.
VA	5649 Princess Anne Rd.	Virginia Beach	23462	(757) 818-9888	Pisa Kempsville, LLC
VA	8135 George Washington	Yorktown	23692	(757) 856-6800	Pisa Grafton, LLC

Franchised Stores					
State	**Store Address**	**City**	**Zip**	**Phone**	**Franchise Entity**
	Memorial Hwy.				
WV	100 Patrick St.	Charleston	25312	(304) 769-9999	Ashkris Corp
WV	110 5th Ave.	Huntington	25701	(304) 523-5757	Ash Kris Corporation
WV	5222 US Rt. 60 E	Huntington	25705	(304) 733-5757	AshKris Corporation
WV	3550 Teays Valley Rd.	Hurricane	25526	(304) 562-7267	AshKris Corporation
WV	209 E Main St.	Milton	25541	(304) 743-5111	Ash Kris Corp.
WV	313 6th Ave.	St. Albans	25177	(304) 945-3111	ASHKRIS CORP
WI	2700 E Calumet St.	Appleton	54915	(920) 202-5627	Hoogland Foods, LLC
WI	2271 True Ln.	Ashwaubenon	54304	(920) 497-1990	Hoogland Foods, LLC
WI	112 W. Maple Ave.	Beaver Dam	53916	(920) 319-8101	Hoogland Foods, LLC
WI	2598 Glendale Ave.	Howard	54313	(920) 434-3333	Hoogland Foods, LLC
WI	1950 Center Ave.	Janesville	53546	(608) 754-2447	Hoogland Foods, LLC
WI	2931 75th St.	Kenosha	53143	(262) 697-2233	Hoogland Foods, LLC
WI	1710 Washington St.	Manitowoc	54220	(920) 683-2233	Hoogland Foods, LLC
WI	1130 South Commercial St.	Neenah	54956	(920) 969-9400	Hoogland Foods, LLC
WI	330 Ohio St.	Oshkosh	54902	(920) 232-1422	Hoogland Foods, LLC
WI	2061 Lathrop Ave.	Racine	53405	(262) 634-8988	Hoogland Foods, LLC
WI	2606 Calumet Dr.	Sheboygan	53083	(920) 208-1053	Hoogland Foods, LLC
WI	813 E Main St.	Watertown	53094	(920) 206-2666	Hoogland Foods, LLC
WI	139 E Broadway St.	Waukesha	53186	(262) 896-0055	Hoogland Foods, LLC
WI	1723 S 76th St.	West Allis	53214	(414) 258-8400	Hoogland Foods, LLC
WI	1310 W Washington St.	West Bend	53095	(262) 365-0011	Hoogland Foods, LLC

List of Company-Owned Stores as of December 31, 2023

Company Stores					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Entity**
ID	4865 North Ten Mile Road, Suite 150	Meridian	83646	(208) 804-0003	Boise Marco's, LLC
MI	7400 Lewis Ave.	Temperance	48182	(734) 847-5555	Legacy Pizza Group, LLC
OH	9 N Hawkins	Akron	44313	(330) 864-5500	Authentic Pizza, LLC
OH	105 N Leavitt Rd.	Amherst	44001	(440) 984-3700	Cleveland Marco's, LLC
OH	24335 Chagrin Blvd.	Beachwood	44122	(216) 831-4000	Authentic Pizza, LLC
OH	24 Center Rd.	Bedford	44146	(440) 439-5255	Authentic Pizza, LLC
OH	435 W Bagley Rd.	Berea	44017	(440) 891-4444	Authentic Pizza, LLC

Company Stores					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Entity**
OH	7411 Memphis Ave.	Brooklyn	44144	(216) 661-1100	Authentic Pizza, LLC
OH	1142 Pearl Rd.	Brunswick	44212	(330) 220-7550	Authentic Pizza, LLC
OH	14121 Lorain Ave.	Cleveland	44111	(216) 252-8100	Authentic Pizza, LLC
OH	2820 Stelzer Rd.	Columbus	43219	(614) 471-1441	Cleveland Marco's, LLC
OH	22800 Lake Shore Blvd.	Euclid	44123	(216) 289-5455	Authentic Pizza, LLC
OH	4791 Turney Rd.	Garfield Heights	44125	(216) 641-8555	Authentic Pizza, LLC
OH	900 E Main St.	Greenville	45331	(937) 547-6300	Authentic Pizza, LLC
OH	3057 Turnberry Ct.	Grove City	43123	(614) 871-8555	Authentic Pizza, LLC
OH	6825 Spring Valley	Holland	43528	(419) 866-1611	Airport Pizza, LLC
OH	5001 Brandt Pike	Huber Heights	45424	(937) 503-8100	Cleveland Marco's, LLC
OH	1957 N Ridge Rd. E	Lorain	44055	(440) 277-7777	Cleveland Marco's, LLC
OH	2130 Leavitt Rd.	Lorain	44052	(440) 282-3000	Cleveland Marco's, LLC
OH	2311 Colorado Ave.	Lorain	44052	(440) 288-3000	Authentic Pizza, LLC
OH	1305 Lexington Ave.	Mansfield	44907	(419) 756-9500	Cleveland Marco's, LLC
OH	888 Ashland Rd.	Mansfield	44905	(419) 589-9500	Cleveland Marco's, LLC
OH	201 Golden Gate	Maumee	43537	(419) 893-5111	Legacy Pizza Group, LLC
OH	6608 Smith Rd.	Middleburg Heights	44130	(216) 267-6000	Authentic Pizza, LLC
OH	23657 Lorain Rd.	N. Olmsted	44070	(440) 777-3430	Cleveland Marco's, LLC
OH	32521 Center Ridge Rd.	N. Ridgeville	44039	(440) 327-8008	Authentic Pizza, LLC
OH	10981 State Rd.	North Royalton	44133	(440) 582-9300	Authentic Pizza, LLC
OH	5877 Broadview Rd.	Parma	44134	(216) 351-2222	Authentic Pizza, LLC
OH	6287 Pearl Rd.	Parma Heights	44130	(440) 884-4999	Authentic Pizza, LLC
OH	629 W. South Boundary	Perrysburg	43551	(419) 874-1968	Yellow Jacket, LLC
OH	433 Superior St.	Rossford	43460	(419) 666-0773	Cleveland Marco's, LLC
OH	625 E Perkins Ave.	Sandusky	44870	(419) 626-5177	Cleveland Marco's, LLC
OH	279 W Central Ave	Springboro	45066	(937) 550-6200	Cleveland Marco's, LLC
OH	12513 Pearl Rd.	Strongsville	44136	(440) 572-9900	Authentic Pizza, LLC
OH	106 Airport Hwy.	Swanton	43558	(419) 825-1116	Legacy Pizza Group, LLC
OH	1109 South Ave.	Toledo	43609	(419) 385-6463	45 Pizza LLC 1004,45 Pizza LLC 1004
OH	5055 Glendale Ave., Unit 2 Unit 2	Toledo	43614	(419) 385-3030	MP Keystone Group, LLC
OH	3678 Rugby Dr.	Toledo	43614	(419) 385-6641	45 Pizza, LLC

Company Stores					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Entity**
OH	309 W. Alexis Rd.	Toledo	43612	(419) 478-1990	MP Keystone Group, LLC
OH	2040 Ottawa River Rd. Suite C	Toledo	43611	(419) 727-7777	MP Keystone Group, LLC
OH	9981 Vail Ct.	Twinsburg	44087	(330) 405-0303	Authentic Pizza, LLC
OH	4425 Liberty Ave.	Vermillion	44089	(440) 967-7555	Cleveland Marco's, LLC
OH	1316 Michigan Ave. Unit A	Waterville	43566	(419) 878-8185	Legacy Pizza Group, LLC

List of Franchise Agreements Signed but not Open as of December 31, 2023

Franchised Stores Signed Not Opened as of 12/31/23					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Franchise Entity**
AL	4933 Promenade Parkway	Bessemer	35022	(404) 697-6056	Pizza Guys Alabama, LLC
AL	2288 Zierdt Rd ste TBD	Huntsville	35824	(248) 705-3755	TEB Madison II, LLC
AZ	876 N. McQueen Rd ste 101	Gilbert	85233	(713) 725-6408	MPGASTON, LLC
AZ	6835 E Baseline Rd ste 103	Mesa	85209	(713) 725-6408	MPGASTON, LLC
AZ	4902 E Warner Rd ste 12	Phoenix	85044	(713) 725-6408	MPGASTON, LLC
AZ	SWC Queen Creek Rd and Signal Butte Rd	Queen Creek		(713) 725-6408	MPGASTON, LLC
AR	BLD. 787 6th St. Little Rock Air Force Base	Little Rock	72099	(419) 504-8209	Grace Integrity Service Excellence Pizza 5308, LLC
CA	NWC Oak Valley Pkwy & Beaumont Ave	Beaumont		(909) 213-2708	Ludhiana Enterprises, LLC
CA	22343 Sherman Way	Canoga Park	91303	(818) 445-6626	Roni Foods, LLC
CA	TBD	Eastvale		(909) 213-2708	GJAY, LLC
CA	9876 Central Ave	Montclair	91763	(909) 213-2708	PPie, LLC
CA	1779 S. Oceanside Blvd	Oceanside	92054	(442) 222-7771	Simon's Kitchen Oceanside, LLC
CA	100 N Harbor Blvd	Santa Ana	92804	(714) 383-4077	Phamtastic Pizza, LLC
CO	3985 limelight ave	Castle rock		(978) 500-9516	MCAA Colorado LLC
CO	TBD	Parker	80227	(720) 529-8410	DAR Investments Limited
CO	3795 Wadsworth, Blvd. Suite 104	Wheat Ridge	80033	(720) 208-8142	Katuwal Pizza, LLC
FL	TBD			407-733-4031	AXSIOS Group, LLC
FL	TBD			(787) 637-3983	MP 305-1, LLC
FL	10477 SE Hwy 441	Belleview	34420	(352) 662-0330	Windermere Pizza

Franchised Stores Signed Not Opened as of 12/31/23					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Franchise Entity**
					Group, LLC
FL	1901 NW 2nd Ave	Boca Raton	33432	(312) 731-5964	IGB Florida, LLC
FL	2717 Santa Barbara Blvd. Suite 120	Cape Coral	33914	(419) 351-2892	MP TOWERS, III, LLC
FL	6051 W Irlo Bronson Memorial Hwy	Celebration	34747	(407) 719-5236	Windermere Pizza Group, LLC
FL	719 NE US Hwy 19	Crystal River	34429	(352) 364-4900	MIZE Restaurants, LLC
FL	5028 W Atlantic Ave.	Delray beach	33484	(561) 306-5455	
FL	4436-38 Hancock bridge pkwy	Ft. Myers	33903	(419) 351-2892	
FL	4600 Summerlin Road A1	Ft. Myers	33919	(419) 351-2892	Ft. Myers Pizza Players, LLC
FL	2008 Hwy 44 W	Inverness	34453	(352) 502-8167	Mize Restaurants 2, LLC
FL	TBD	Jacksonville		(904) 813-6986	Nassau Pizza, LLC
FL	8587 Beach Blvd	Jacksonville	32216	(410) 908-9635	One More Pie, LLC
FL	5299 Irlo Bronson Memorial Hwy	Kissimmee	34746	(318) 794-1901	Top Shelf Pizza 3 LLC
FL	11938 Seminole Blvd	Largo	33778	(727) 616-5550	MPZ Tarpon, LLC
FL	1862 N. Lecanto Hwy.	Lecanto	34461	(352) 502-8167	Mize Restaurants 3, LLC
FL	TBD	MIami	33186	(305) 833-3000	Riviera MP Restaurants, LLC*
FL	TBD	Miami	33176	(305) 833-3000	Riviera MP Restaurants, LLC*
FL	1501 Southwest 37th Ave	Miami	33145	787-637-3983	MP 305-1, LLC
FL	19184 NW 27th Ave,	Miami Gardens	33056	(954) 448-3589	Champion Pizza, LLC
FL	TBD	Orlando		(407) 719-5236	Windermere Pizza Group, LLC
FL	TBD	Orlando		(570) 815-9634	Jefa's Slice, LLC
FL	TBD	Orlando		(407) 301-1716	BRG Pizza 3, LLC
FL	3565 Jupiter Blvd SE	Palm Bay	32909	(416) 357-7264	Puar Enterprises, LLC
FL	5283 69th St E	Palmetto	34221	(954) 775-4239	IM Aragon Enterprises, LLC
FL	4613 Lindsey Crossing	Panama City Beach	32404	850-867-0587	Shiv 7 Investments of Panama City, LLC
FL	TBD	Pembroke Pines	33027	(954) 448-3589	Champion Pizza, LLC
FL	5000 Clyde Morris Blvd Ste 5	Port Orange	32127		Boesch Brands, LLC*
FL	965 FL-16 Suite 101	Saint Augustine	32084	(239) 777-9503	Kryvicky Enterprises STA 2, LLC
FL	1510 S French Ave	Sanford	82771	(407) 797-2767	Boesch Brands, LLC*
FL	734 S. Fleming St.	Sebastian	32958	(210) 986-6902	SEASIDE PIZZA, LLC
FL	4970 E Irlo Bronson Memorial Hwy	St. Cloud	34771	(407) 719-5236	Windermere Pizza Group, LLC
FL	10020 West Oakland Park Drive	Sunrise	33351	(305) 833-3000	Riviera MP Restaurants, LLC*
FL	1904 W. Kennedy	Tampa	33606	(727) 365-2548	Pizza B Brody 1, LLC

Franchised Stores Signed Not Opened as of 12/31/23					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Franchise Entity**
	Blvd.				
FL	1494 Tampa Park Plaza	Tampa	33602	727-365-2548	Pizza B Brody 1, LLC
FL	TBD	Tampa		(260) 460-7290	MPZ Tarpon, LLC
FL	TBD	Tampa		(260) 460-7290	MPZ Tarpon, LLC
FL	16841 Persimmon Blvd West Unit 1900 Unit I	Westlake	33470	(318) 792-4387	Soflo Pizza Concepts, LLC
FL	8810 Seidel Rd	Winter Garden	34787	(407) 301-1716	BRG Pizza 2, LLC
FL	500 Avenue D NW	Winter Haven	33880	(260) 460-7290	MPZ Tarpon, LLC
GA	TBD			(770) 509-2224	Paragon Development, LLC
GA	2416 Windsor Spring Road	Augusta	30906	(260) 460-7290	MPZ Atlanta, LLC
GA	4870 Floyd Rd	Mableton	30126	(260) 460-7290	MPZ Mableton, LLC
GA	Oglesby Rd & Brownsville Rd	Powder Springs	30127	(770) 355-2192	MH Pizza IX, LLC
ID	2609 S 10th Ave Suite 105	Caldwell	83607		BOISE MARCO'S, LLC
IN	TBD	Fort Wayne		(419) 576-6359	Primo Pizza, LLC*
IA	5010 SW 9th St.	Des Moines		(641) 931-0806	MKMP, LLC
KS	10120 W 119th St	Overland Park	66213	(314) 249-2804	Ajena, LLC
KY	3831 Ruckriegel Pkwy Ste 101	Louisville	40299	(217) 415-2151	Hoogland Foods, LLC
KY	4082 Taylorsville Rd Unit B	Louisville	40220	(217) 415-2151	Hoogland Foods, LLC
KY	TBD	Louisville		(217) 415-2151	Hoogland Foods, LLC
KY	TBD	Louisville		(217) 415-2151	Hoogland Foods, LLC
LA	1300 Gause Blvd	Slidell	70458	(440) 539-0820	Zzadeco, LLC
MD	1305 W. 7th St. Ste. 15A	Frederick	21702	(757) 969-3907	GMK Pizza, LLC
MD		Frederick	21702	(787) 969-3907	GMK Pizza, LLC
MD	3722 Crain Hwy Suite 114	Waldorf	20603	(443) 223-6266	Moo Moo's Pizzeria, LLC
MI	155 Haggerty Rd	Commerce Township	48390	(734) 812-9951	JDV Pizza, LLC
MS	TBD			(901) 412-2786	Smittys Slices 2, LLC
MS	15506 Lemoyne Blvd	Biloxi	39532	228-623-6899	The Pizza Joint, LLC
MO	10460 St Charles Rock Rd.	St. Ann	63074	(314) 332-2156	Hoogland Foods, LLC
NV	7900 North Decatur Blvd	Las Vegas	89131	(702) 539-1813	Flowing in the Dough, LLC
NV	Nellis Air Force Base Building #350	Las Vegas	89191	(702) 400-4441	Here We Dough Again, Inc.
NV	7121 W Craig Rd	Las Vegas	89129	(702) 539-1813	Stacking The Dough, LLC
NV	TBD	Las Vegas	89156	(702) 557-0976	PRP Tres, LLC
NV	3318 E Flamingo Rd Suite B	Las Vegas	89121	(702) 688-1984	Hames Enterprise, LLC
NV	TBD	Las Vegas,	89147	(702) 400-4441	Dough Momma, Inc.

Franchised Stores Signed Not Opened as of 12/31/23					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Franchise Entity**
		NV			
NC	3711 Elmsley Court	Greensboro	27406	(336) 580-0797	RHLC Investments, LLC*
NC	321 E Arlington Blvd	Greenville	27858	(803) 669-3169	RBP #2, LLC
NC	4239 Winterville Pkwy	Winterville	28590	(803) 669-3169	RBP #1, LLC
OH	1394 S. Cleveland Massillon Road	Akron	44321	(330) 725-4773	RRT Properties, LLC
OH	8526 Winton Rd	Cincinnati	45231	(973) 531-4430	VYOM Pizza Enterprise, LLC*
OH	TBD	Dayton		(419) 576-6359	Primo Pizza, LLC*
OH	1170 Shannon St	Van Wert	45891	(419) 576-6359	Primo Pizza, LLC*
TN	5224 Airline Rd STE 102,	Arlington	38002	(414) 248-9742	MP Arlington Inc.
TN	1314 Westlawn Boulevard Suite A1	Mufreesboro	37128	(248) 797-2191	TEB Boro 3, LLC
TN	7047 Hwy. 70 S	Nashville	37221	(615) 258-8000	Hoogland Foods, LLC
TX	4001 Buffalo Gap Rd Suite A	Abilene	79605	(325) 513-5850	Arturo's Pizza Shop L. L. C.
TX	NEC Harris Branch Pkwy & Parmer Lane	Austin	78754		DPH Authentic Pizza, LLC*
TX	414 Dowlen Rd	Beaumont	77706	(973) 531-4430	VYOM Pizza Holdings, LLC*
TX	410 S Washington Ave.	Cleveland	77327	(281) 667-1322	HCVP Group, LLC
TX	901 E Business 190	Copperas Cove	76522	(713) 624-0982	DPH Authentic Pizza, LLC*
TX	14700 FM 2100	Crosby	77532		Grace Works Corporation
TX	14420 Highway 105 El Suite 100	Cut and Shoot	77306	(832) 867-3241	HolleyCo, LLC
TX	2445 S. Buckner Blvd #110	Dallas	75227	(972) 880-2580	Mp67#1, LLC
TX	TBD	Dallas	75234	(972) 339-8180	Lion Foods, LLC
TX	2083 N. Veterans Blvd	Eagle Pass	78852	(830) 513-8069	Salbro Enterprises, LLC
TX	4504 Boat Club Rd Suite 960	Fort Worth	76135	(682) 553-4657	AKL Pizza, LLC
TX	1200 Sycamore School Rd	Ft Worth	76134	(216) 548-8780	Good Pizza, LLC
TX	TBD	Houston		(281) 667-1322	MVPP Foods, LLC
TX	9611 Hillcroft Ave.	Houston	77096	(918) 859-2280	MPJPT, LLC
TX	TBD	Houston		Bhakta	MVPP Foods, LLC
TX	TBD	Houston		(281) 667-1322	MVPP Foods, LLC
TX	5312 Airline Drive	Houston	77022	(718) 844-7096	New Lonestar QSR Enterprise, LLC
TX	9340 Fuqua St	Houston	77075	(832) 984-4039	Abundant Vessels, LLC
TX	4145 Gessner Rd Suite C	Houston	77043	(832) 277-2712	Houston Pie, LLC
TX	TBD	Houston		(832) 277-2712	Houston Pie, LLC

Franchised Stores Signed Not Opened as of 12/31/23					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Franchise Entity**
TX	6030 west rd.	Houston	77086	(832) 639-3000	Faiz Foods, LLC
TX	7715 FM1960 Bypass Rd W Suite 101	Humble	77338	(713) 922-2299	F&F Empire, LLC
TX	TBD	Huntsville		(936) 524-9695	Covenant Foods Store 5222, LLC
TX	TBD	Katy	77493	(713) 725-6408	MPMC1, LLC
TX	1009 FM 1764 Suite 900	La Marque,	77568	(832) 586-4061	DABARLOS, LLC
TX	TBD	Lubbock	77375	(405) 831-9545	RT Pizza Concepts, LLC
TX	TBD	Lubbock		(405) 831-9545	RT Pizza Concepts, LLC
TX	19710 Morris Ave Unit #B	Manvel	77578	(713) 299-4778	Miller TwoSixtyOne Investments, LLC
TX	1530 S Independence Pkwy	McKinney	75072	(972) 339-8180	Lion Foods, LLC
TX	FM 565 & Eagle Dr.	Mont Belvieu	77523	(713) 725-6408	MPMC1, LLC
TX	20460 FM 1485, Suite A,	New Caney	77357	(318) 235-2450	The Pruitt Pizza Group, LLC
TX	22811 Gentle Shadow Dr	Rosehill	77447	(281) 667-1322	Rosehill Pizza, LLC
TX	3233 Meridiana Pkwy, #100	Rosharon	77583	(713) 256-1550	M.P. Iowa Colony, LLC
TX	Sienna Pkwy	Sienna		(832) 768-9569	Dough For It, LLC
TX	TBD	TBD Houston		(832) 586-4061	DABARLOS, LLC
UT	380 W 2650 N. STE #2	Pleasant View	84414	(801) 915-4675	
UT	95 East State Road 198	Salem	84653	(385) 224-1548	Bylund Pizza, LLC
UT	5518 South 5600 West STE C	West Valley City	84118	(801) 915-4675	MPUT 6061, LLC
VA	TBD			(804) 441-3647	H&M Store 6, LLC
VA	TBD			(804) 441-3647	H&M Store 12, LLC
VA	TBD			(804) 441-3647	H&M Store 13, LLC
VA	2123-2125 Ivy Rd	Charlottesville	22903	(804) 441-3647	H&M Store 15, LLC
VA	TBD	Chesapeake	23322	(434) 249-1979	DenMorr, LLC*
VA	520 S Battlefield Blvd	Chesapeake	23322	(434) 249-1979	DenMorr, LLC*
VA	1026 Settlers Landing Rd STE B	Hampton	23669	(757) 604-4411	RB&C Pizza, LLC
VA	13330 Franklin Farm Rd	Herndon	20171	(703) 296-4851	JAM Pizza III, LLC
VA	300 Elden Street	Herndon	20170	(571) 449-5200	JAM Pizza II, LLC
VA	TBD	Lynchburg	24502	(804) 441-3647	H&M Store 11, LLC
VA	TBD	Manassas		(804) 721-7528	RDAE Restaurants, LLC
VA	7146 Mechanicsville Turnpike	Mechanicsville	23111	(843) 325-6525	MP RVA 8, LLC
VA	12492 Warwick Blvd	Newport News	23606	804-814-3010	Pisa Lynnhaven, LLC
VA	East Broad Street	Richmond		(804) 441-3647	H&M Store 4, LLC
VA	3034 N. Arthur Ashe Blvd. ste TBD	Richmond	23230	(804) 441-3647	H&M Store 7, LLC
VA	11170 Hull Street	Richmond	23112	(843) 325-6525	MP RVA 9, LLC

Franchised Stores Signed Not Opened as of 12/31/23					
State	**Store Address**	**City**	**Zip**	**Store Phone Number**	**Franchise Entity**
	Rd.				
VA	993 Hardy Rd	Vinton	24179	(804) 441-3647	H&M Store 10, LLC
VA	TBD	Virginia Beach		(434) 249-1979	DenMorr, LLC*
VA	3809 Princess Anne Rd	Virginia Beach	23456	(434) 249-1979	DenMorr, LLC*
VA	231 Taft Ave	Winchester	22601	(540) 435-2892	Blackfin, LLC
VA	TBD	Winchester	24401	(540) 435-2892	Blackfin, LLC
DC	TBD	Washington		(703) 296-4851	JAM Pizza IV, LLC
WI	6509 S. 27th Street	Franklin	53132	(847) 345-5602	Hoogland Foods, LLC
WI	7335 Good Hope Rd.	Milwaukee	53223	(847) 345-5602	Hoogland Foods, LLC

*Denotes Area Developers

EXHIBIT L TO FRANCHISE DISCLOSURE DOCUMENT

SAMPLE GENERAL RELEASE

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

General Release

THIS GENERAL RELEASE (the "**Release**") is made and entered into on this _____ day of _____, 20___(the "**Effective Date**"), by and between:

- _____, a _____ corporation, a partnership, or a limited liability company whose principal place of business is _____ ("**Franchisor**"); and

- a [resident of] [corporation organized in] [limited liability company organized in] and having offices at _____ [("**Franchisee**")] [("**Developer**")] [("**Transferor**")].

BACKGROUND:

A. Franchisor and Franchisee are party to a [Franchise Agreement] [Development Agreement] dated _____ (the "Agreement");

B. Franchisor and Franchisee have agreed, pursuant to the Agreement, [to renew or extend Franchisee's rights under the Agreement (the "**Renewal Transaction**")] [to permit a transfer or assignment of _____ pursuant to the Agreement (the "**Transfer Transaction**")], and in connection with the [Renewal Transaction] [Transfer Transaction], Franchisor and [Franchisee] [Developer] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction].

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. Release. [Franchisee] [Developer] [Transferor], its officers and directors, its owners, and their respective agents, heirs, administrators, successors, and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless [FRANCHISOR], its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of

the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Agreement, the relationship created by the Agreement, or the development, ownership, or operation of the Store. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Agreement or the Store. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.6. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

_____	_____
Franchisor	
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT M TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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

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

STATES	EFFECTIVE DATE
California	04/27/2024, as amended: PENDING
Hawaii	Not Registered
Illinois	04/28/2024, as amended: March 12, 2025
Indiana	04/27/2024, as amended: PENDING
Maryland	07/11/2024, as amended: PENDING
Michigan	04/27/2024as amended: March 12, 2025
Minnesota	06/07/2024, as amended: PENDING
New York	04/27/2024as amended: March 12, 2025
North Dakota	06/06/2024, as amended: PENDING
Rhode Island	Not Registered
South Dakota	04/28/2024as amended: March 12, 2025
Virginia	05/15/2024, as amended: PENDING
Washington	Not Registered
Wisconsin	04/28/2024as amended: March 12, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT N TO FRANCHISE DISCLOSURE DOCUMENT

RECEIPT

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

If Marco's Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Marco's Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Exhibit A.

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

Issuance date: April 27, 2024, as amended March 12, 2025

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

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

I have received a Franchise Disclosure Document dates April 27, 2024, as amended March 12, 2025, and with effective dates of state registration as listed on the State Effective Dates page. This Disclosure Document includes the following exhibits:

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

By:

_____ _____

Date Received Prospective Franchisee

_____

Printed Name

Address:

_____

_____

This page remains with the Disclosure Document.

RECEIPT

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

If Marco's Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York law at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Marco's Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Exhibit A.

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

Issuance date: April 27, 2024, as amended March 12, 2025

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

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

I have received a Franchise Disclosure Document dated April 27, 2024, as amended March 12, 2025, and with effective dates of state registration as listed on the State Effective Dates page. This Disclosure Document includes the following exhibits:

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

By:

_____ _____

Date Received Prospective Franchisee

_____

Printed Name

Address:

_____

_____

This page remains with the Disclosure Document.

Document comparison by Workshare Compare on Wednesday, March 12, 2025 3:37:41 PM

Input:	
Document 1 ID	iManage://cloudimanage.com/active/63619898/7
Description	#63619898v7<cloudimanage.com> - 2024 Marco's Pizza FDD
Document 2 ID	iManage://cloudimanage.com/active/63619898/8
Description	#63619898v8<cloudimanage.com> - 2024 Marco's Pizza FDD
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	340
Deletions	100
Moved from	12
Moved to	12
Style changes	0
Format changes	0
Total changes	464