

Purchase of Previously-Owned Franchise

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

Confidentiality Clauses

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

Trademark-Specific Franchisee Organizations

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

Item 21 FINANCIAL STATEMENTS

Exhibit L to this Disclosure Document contains the following audited financial statements of our parents as follows: Sbarro Holdings, Inc. and subsidiaries for the year ended December 31, 2023 and the year ended January 1, 2023, [and unaudited financial statements for the period ended June 30, 2024](#). Note that Sbarro Holdings, Inc. fiscal year end is the 52 or 53 week period ending on the Sunday closest to December 31. [The Franchisor's performance under the Franchise Agreement is guaranteed by Sbarro Holdings, Inc. A copy of this executed guarantee is included in Exhibit L.](#)

Item 22 CONTRACTS

The following documents are part of this Disclosure Document:

| | | |
|----|---|-----------|
| 1. | Franchise Agreement | EXHIBIT A |
| 2. | Asset Sale Agreement | EXHIBIT B |
| 3. | Sublease Agreement | EXHIBIT C |
| 4. | Confidentiality Agreement for Disclosure of Manuals | EXHIBIT D |
| 5. | Confidentiality Agreement – Employee | EXHIBIT E |
| 6. | Standard Franchise Application | EXHIBIT F |
| 7. | Development Agreement | EXHIBIT G |

Item 23 RECEIPTS

A receipt in duplicate is attached to this Disclosure Document as Exhibit O. When you receive this Sbarro Disclosure Document, please have all applicants sign both copies

3. In-Term Competitive Restrictions. During the time that you are one of our Franchisees and/or Franchise Principals, unless we otherwise permit in writing, you agree that you will not, directly or indirectly (e.g., through a spouse or child):

(a) have any direct or indirect interest as a disclosed or beneficial owner, or in any other capacity in any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any Competitive Business, wherever located;

(b) act as a landlord, guarantor or lender to a Competitive Business or perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located;

(c) recruit or hire any of our employees or employees of our Affiliates, or any of our franchisees, without obtaining the prior written permission of that person's employer; or

(d) divert or attempt to divert any business or customer from SBARRO restaurants to any Competitive Business, or otherwise take any action injurious or prejudicial to the goodwill associated with the System.

In the event of a violation of Section ~~2(e)~~3(c), we will have the right to require you to pay to us, our Affiliate or the affected franchisee, and you agree to pay an amount equal to 3 times the annual salary of the person involved in such violation, plus an amount equal to our cost and mutual attorneys' fees incurred in connection with such a violation. Nothing in this Section prohibits you from having a direct or indirect interest as a disclosed or beneficial owner in a publicly held Competitive Business, as long as such securities represent less than 5% of the number of shares of that class of securities which are issued and outstanding.

4. Post-Term Competitive Restrictions. For a period of two (2) years following the date that you cease to be one of our Franchisees and/or Franchise Principals, you agree that you will not, directly or indirectly (e.g., through a spouse or child):

(a) have any direct or indirect interest as a disclosed or beneficial owner, or in any other capacity in a Competitive Business located or operating: (i) within ten (10) miles of the Restaurant; or (ii) within ten (10) miles of any SBARRO restaurant, whether owned by us, our Affiliates, or any of our franchisees in operation or under construction on the date you cease to be one of our Franchisees and/or Franchise Principals;

(b) act as a landlord, guarantor, lender or perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business located or operating: (i) within ten (10) miles of the Restaurant; or (ii) within ten (10) miles of any SBARRO restaurant, whether owned by us, our Affiliates, or any of our franchisees in operation or under construction on the date you cease to be one of our owners or employees;

(c) recruit or hire any employee of ours, or our Affiliates, or any of our franchisees, without obtaining the prior written permission of that person's employer; or

(d) divert or attempt to divert any business or customer from SBARRO restaurants to any Competitive Business, or otherwise take any action injurious or prejudicial to the goodwill associated with the System.

In the event of a violation of Section ~~3(e)~~4(c), we will have the right to require you to pay to us, our Affiliate or the affected franchisee, and you agree to pay an amount equal to 3 times the annual salary of

**Exhibit M to
Sbarro Franchise Co., LLC
Franchise Disclosure Document**

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

| | | |
|-------------------------------------|--|-------------------------------------|
| <input type="checkbox"/> | Exhibit M-1: | California |
| <input type="checkbox"/> | Exhibit M-2: | Illinois <u>Hawaii</u> |
| <input type="checkbox"/> | Exhibit M-3: | Maryland <u>Illinois</u> |
| <input checked="" type="checkbox"/> | <u>Exhibit M-4:</u> | <u>Maryland</u> |
| <input type="checkbox"/> | Exhibit M-4 Exhibit M-4 <u>M-5</u> : | Minnesota |
| <input type="checkbox"/> | Exhibit M-5 <u>M-6</u> : | New York |
| <input type="checkbox"/> | Exhibit M-6 Exhibit M-6 <u>M-7</u> : | North Dakota |
| <input type="checkbox"/> | Exhibit M-7 <u>M-8</u> : | Rhode Island |
| <input type="checkbox"/> | Exhibit M-8 <u>M-9</u> : | Virginia |
| <input type="checkbox"/> | Exhibit M-9 <u>M-10</u> : | Washington |

EXHIBIT M-2

[*USE SEPARATE HAWAII FDD*]

EXHIBIT M-3

STATE DIFFERENCES: ILLINOIS

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following paragraphs are inserted as additional risk factors as required by the State of Illinois on the page entitled “**Special Risks to Consider About *This Franchise***” in the Franchise Disclosure Document.

3. Supplier Control. You must purchase all or nearly all of the inventory and supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or 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.

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.

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

In addition to the Franchise Agreement, in the form attached as Exhibit A, Illinois franchisees will sign an Illinois Addendum attached to this Exhibit M-3.

In addition to the Development Agreement in the form attached as Exhibit G, Illinois franchisees will sign an Illinois Addendum attached to this Exhibit M-3.

EXHIBIT ~~M-3~~M-4
STATE DIFFERENCES: MARYLAND
[*USE SEPARATE MD FDD*]

EXHIBIT ~~M-4~~M-5
STATE DIFFERENCES: MINNESOTA
RIDER TO FRANCHISE DISCLOSURE DOCUMENT – MINNESOTA

The following language is added as an additional Risk Factor on the cover page of the Franchise Disclosure Document:

**MINNESOTA STATUTES §80C.21 AND MINNESOTA RULE 2860.4400J
CURRENTLY PROHIBIT LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA.**

The following language is added to Item 13:

The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of Franchisor's registered trademark infringes trademark rights of the third party. Franchisor is not required to indemnify Franchisee for its use of Franchisor's trademark unless such use is in accordance with the requirements of the Franchise Agreement. As a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within 10 days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisee must cooperate in the defense as reasonably required and Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

The following language is added to Item 17:

Liquidated damages provisions are not enforceable under Minnesota law.

The following Sections are added to Item 17:

Minnesota Statute 80C.14, Subd. 5 states, "It is unfair and inequitable for a person to unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular franchisor."

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require except in certain specified cases, that Franchisee be given 90-days' notice of termination (with 60 days to cure) and 180-days' notice for nonrenewal of the Franchise Agreement.

EXHIBIT ~~M-5~~M-6
STATE DIFFERENCES: NEW YORK ADDENDUM
RIDER TO FRANCHISE DISCLOSURE DOCUMENT

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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.

The following is added at the end of Item 3:

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

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.

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.

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.

EXHIBIT ~~M-6~~M-7
STATE DIFFERENCES: NORTH DAKOTA
RIDER TO FRANCHISE DISCLOSURE DOCUMENT – NORTH DAKOTA

Item 17(c) of the Franchise Disclosure Document and Section 3 of the Franchise Agreement require the franchisee to sign a release of claims upon renewal of the franchise agreement. These provisions may not be enforceable under North Dakota law.

Item 17(r) of the Franchise Disclosure Document and Section 24 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which franchisees must agree. Covenants not to compete are generally considered unenforceable in the State of North Dakota.

Item 17(v) of the Franchise Disclosure Document and Section 26 of the Franchise Agreement provide that the franchisee must consent to the jurisdiction of the courts of the State of Ohio. These provisions may not be enforceable under North Dakota law.

Item 17(w) of the Franchise Disclosure Document and Section 26 of the Franchise Agreement require application of the laws of the State of Ohio. These provisions may not be enforceable under North Dakota law.

Section 26 of the Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This provision may not be enforceable under North Dakota law.

Section 26 of the Franchise Agreement requires the franchisee to consent to a waiver or exemplary and punitive damages. These provisions may not be enforceable under North Dakota law.

Fee Deferral. The North Dakota Securities Department may require us to defer payment of initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

In addition to the Franchise Agreement, in the form attached as Exhibit A, North Dakota franchisees will sign the North Dakota Addendum to Franchise Agreement, in the form attached to this Exhibit M-6.

In addition to the Development Agreement, in the form attached as Exhibit G, North Dakota developers will sign the North Dakota Addendum to Development Agreement, in the form attached to this Exhibit M-6.

EXHIBIT ~~M-7~~M-8
STATE DIFFERENCES: RHODE ISLAND
RIDER TO FRANCHISE DISCLOSURE DOCUMENT – RHODE ISLAND

Fee Deferral: The Rhode Island Department of Business Regulation may require us to defer payment of initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

In addition to the Franchise Agreement, in the form attached as Exhibit A, Rhode Island franchisees will sign a Rhode Island Addendum in the applicable form attached to this Exhibit M-7.

In addition to the Development Agreement, in the form attached as Exhibit G, Rhode Island franchisees will sign a Rhode Island Addendum in the applicable form attached to this Exhibit M-7.

EXHIBIT ~~M-8~~M-9
STATE DIFFERENCES: VIRGINIA
RIDER TO FRANCHISE DISCLOSURE DOCUMENT – VIRGINIA

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.

Fee Deferral: The Virginia State Corporation Commission may require us to defer payment of initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

In addition to the Franchise Agreement, in the form attached as Exhibit A, Rhode Island franchisees will sign a Virginia Addendum in the applicable form attached to this Exhibit M-8.

In addition to the Development Agreement, in the form attached as Exhibit G, Rhode Island franchisees will sign a Virginia Addendum in the applicable form attached to this Exhibit M-8.

EXHIBIT ~~M-9~~M-10
STATE DIFFERENCES: WASHINGTON
RIDER TO FRANCHISE DISCLOSURE DOCUMENT – WASHINGTON

Notwithstanding the provisions contained in Items 17(d), 17(g) and 17(r), including those regarding termination of the franchise, are subject to state law.

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.

Fee Deferral: The Washington Securities Division of Financial Institutions may require us to defer payment of initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

In addition to the Franchise Agreement and Development Agreement (if applicable), in the form attached as Exhibit A and Exhibit G, Washington franchisees will sign a Washington Addendum in the applicable form attached to this Exhibit M-9.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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

If Sbarro Franchise Co., LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of Federal and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit I.

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

Issuance Date: March 31, 2024

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

I have received a Franchise Disclosure Document dated March 31, 2024. State registration effective dates are listed on the State Registrations page. The Disclosure Document included the following Exhibits:

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

Prospective Franchisee's Signature

Date

Print Name

Franchisee Address

Prospective Restaurant Location Address
(City, State)

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

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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

If Sbarro Franchise Co., LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of Federal and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit I.

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| (F) Standard Franchise Application | (N) State Effective Dates |
| (G) Development Agreement | (O) Receipts (duplicate) |
| (H) Agents for Service of Process | |

Prospective Franchisee Signature

Date

Print Name

Franchisee Address

Prospective Restaurant Location Address
(City, State)

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

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

