

FRANCHISE DISCLOSURE DOCUMENT



Oath Franchising, LLC
A Delaware limited liability company
2093 Philadelphia Pike #2554
Claymont, Delaware 19703
410-253-1198
Franchising@oathpizza.com
www.oathpizza.com

We offer franchises for upscale, fast casual pizza restaurants that offer customized craft pizza and other high quality menu items and operate under the Oath Pizza trademarks and restaurant operating system (each an **"Oath Pizza restaurant"** or **"Restaurant"**).

The total investment necessary to begin operation of an Oath Pizza restaurant ranges from \$380,000 to \$550,000. This amount includes \$30,000 that is payable to us. The total investment necessary to begin operation of an Oath Pizza restaurant at a Nontraditional Location ranges from \$239,000 to \$590,000. This amount includes \$30,000 that is payable to us. The total investment necessary to begin operation under an Area Development Agreement (for three to five Oath Pizza restaurants) ranges from \$57,000 to \$83,000. This includes \$54,000 to \$78,000 that must be paid to us. When you sign the Development Agreement, you (or your affiliate) will simultaneously sign a Franchise Agreement for your first Oath Pizza restaurant.

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 us or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this disclosure 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 Drew Kellogg, our President and Chief Executive Officer at 2093 Philadelphia Pike #2554, Claymont, Delaware 19703, drew@oathpizza.com, 410-253-1198.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire 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.

The issuance date of this Franchise Disclosure Document is March 29, 2022, as amended February 3, 2023.

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 H.
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 E 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 Oath Pizza Restaurant 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 involved in material litigation or bankruptcy proceedings.
What's it like to be an Oath Pizza Restaurant franchisee?	Item 20 or Exhibit H 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 F.

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 requires you to resolve disputes with us by litigation only in the federal or state court having jurisdiction where our principal offices are located at the time suit is filed, which is currently in Delaware. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with us in Delaware than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **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.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
5. **Pricing of Customer Accounts.** The franchisor has the right to establish maximum and/or minimum prices that you must follow for menu items, merchandise, and other products and services sold in your restaurant. You have no say in that determination. If the franchisor sets a maximum price too low, even by mistake, you must sell the product or service under the price the franchisor sets, even if you will lose money by doing so.

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.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This disclosure document describes Oath Pizza restaurant franchises. In this disclosure document, “we,” “us,” “our” and “**Oath Franchising**” mean Oath Franchising, LLC, the franchisor, and “you” or “your” means the purchaser of the franchise. If the purchaser of the franchise is a corporation, partnership, or limited liability company, “you” means both the purchaser and the persons who own the business entity.

The Franchisor

Oath Franchising, LLC is a Delaware limited liability company formed on May 11, 2018. We do business under our corporate name and the name Oath Pizza. We do not conduct business under any other name. Our principal place of business is 2093 Philadelphia Pike #2554, Claymont, Delaware 19703. Our agents for service of process are listed in Exhibit F. As of January 3, 2021, our affiliates operated 7 Oath Pizza Restaurants (“**Corporate Restaurants**”) and there were 23 franchised Oath Pizza Restaurants. We began offering franchises for Oath Pizza restaurants in June 2018. We have never offered franchises in any other line of business.

Our Parent, Affiliates and Predecessors

Our parent, New Oath Pizza, LLC (“**NOP**”), is a Delaware limited liability company formed on January 16, 2023 that shares our principal business address. NOP owns the trademarks and intellectual property that we license to you. We have a license from NOP to use and license such trademarks and intellectual property to Oath Pizza franchisees. NOP has not offered franchises in any other line of business.

We do not have any predecessors. We do not have any other affiliates that offer franchises in any line of business or that offer products or services to our franchisees.

The Oath Pizza Restaurant Franchise

Oath Pizza restaurants are better-for-you fast-casual establishments offering traditional dine-in, pickup, and curbside pickup at full service locations. Oath's 100% feel-good pizzas are crafted on an award-winning, proprietary avocado oil crust, topped with fresh veggies, organic proteins, and quick cooked to perfection in under two minutes. There's something for everyone, table with a comprehensive build-your-own menu including dairy-free, gluten-free, and vegan options, as well as a full line up of salads, sides, sweets, kids' menu options, and beverages. Oath Pizza's layout and interior design boast an elevated take on an easy-going yet convenient experience, serving as a break in the day for guests with warm interiors, friendly, hospitable staffing, and a convenient dining experience.

We offer qualified persons and entities the right to develop multiple Oath Pizza restaurants within a specified geographic area (“**Development Area**”) according to a mandatory development schedule (“**Development Schedule**”) under the Area Development Agreement (“**Development Agreement**”). Our current form of Development Agreement appears in Exhibit A to this disclosure document. When you sign the Development Agreement, you will pay the development fee (see Item 5) for each Oath Pizza restaurant you agree to develop in the Development Area in one lump sum and you will receive the right and the obligation to develop a specified number of Oath Pizza restaurants by certain deadlines set forth in the Development Schedule. You will negotiate both the number of Oath Pizza restaurants and the Development Schedule with us. There is no minimum number of Oath Pizza restaurants that you are required to develop under the Development Agreement.

We will grant Oath Pizza restaurant franchises under the Development Agreement only to you or to a corporation, limited liability company or other entity of which you or one or more of your owners owns more than 50% of the total authorized ownership interests, as long as you or such owner(s) have the right to control the entity's management and policies.

When you sign the Development Agreement, you (or your affiliate) will simultaneously sign the form of Franchise Agreement attached to this disclosure document for your first Oath Pizza restaurant. You (or your affiliate) will sign our then-current form of Franchise Agreement for each additional Oath Pizza restaurant that you develop under the Development Agreement. Our then-current form of Oath Pizza – 02/23 FDD AMENDMENT

Franchise Agreement may differ from the version of Franchise Agreement attached to this disclosure document. You or your affiliates must sign Franchise Agreements for, open, and begin operating each Oath Pizza restaurant on or before the dates listed in the Development Schedule.

Under the Franchise Agreement, you will be licensed to use the "Oath Pizza" trademark and logo, as well as related trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "**Proprietary Marks**") and certain copyrights and copyrighted materials (the "**Works**") owned by NOP and licensed to us for the operation of Oath Pizza restaurants. We and our affiliates may modify the Proprietary Marks and the Works from time to time.

Oath Pizza restaurants operate according to a distinctive format, appearance, and set specifications and operating procedures ("**System**"). You will be licensed to utilize our System under the Franchise Agreement. Our mandatory and recommended standards, policies and procedures are represented in our confidential and proprietary operations manual (the "**Manual**"), which we will make available to you during the term of your Franchise Agreement. We have the right to change the Manual and the elements of the System at any time without consultation with you.

You will establish your Restaurant in a well-established urban or suburban market with a demographic that has high disposable income. Oath Pizza restaurants require an in-line or end-cap space of between 800 and 1,300 square feet in a high traffic, high visibility area including urban commercial districts, suburban malls, strip centers, or mixed-use developments. We will consider on a case-by-case basis a franchisee's request to convert an existing facility to an Oath Pizza restaurant, as well as sites that may be larger or smaller than our prototype, provided that the site can be transformed to meet the standards and specifications of the System.

We also offer the right to develop Oath Pizza restaurants from Nontraditional Locations. "**Nontraditional Locations**" include, among other things, college campuses, schools, hotels, casinos, airports and other travel related facilities; federal, state, or local government facilities (including military bases); theme and amusement parks; recreational facilities; venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider; seasonal facilities; theaters; sporting event arenas and centers; and non-foodservice businesses of any sort within which an Oath Pizza restaurant or a branded facility is established and operated (including, for example, gas stations and convenience stores). If you wish to develop and operate an Oath Pizza restaurant at a Nontraditional Location, and we approve that request, in addition to signing the Franchise Agreement, you will sign a Nontraditional Location Addendum to the Franchise Agreement (attached as Exhibit C). Unless otherwise indicated, the terms "Restaurant" and "you" also include Oath Pizza restaurants operating from Nontraditional Locations and the franchisees operating Restaurants at those locations.

You will have the right to sell food and beverage items at retail to the public for carry-out and/or consumption on the premises of the Oath Pizza restaurant ("**Premises**"). In addition, you may engage in delivery, catering and/or wholesaling of food and beverage items if we establish programs for one or more of those activities ("**Off-Premises Programs**"). Off-Premises Programs may be mandatory or optional for franchisees and may include online and telephone ordering features. If we establish a mandatory Off-Premises Program or you choose to participate in a voluntary Off-Premises Program, you must pay any fees and costs associated with participating and comply with all other rules and procedures that we specify for the program. You may have to purchase equipment, which may include a delivery vehicle in order to participate in an Off-Premises Program. We may define designated service areas for Off-Premises Programs.

Industry-Specific Laws

Certain aspects of any restaurant business are regulated by federal, state and local laws, rules and ordinances in addition to the laws, regulations and ordinances applicable to businesses generally. The U.S. Food and Drug Administration ("**FDA**"), the U.S. Department of Agriculture, as well as state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions of restaurant facilities. State and local agencies routinely conduct inspections for compliance with these requirements. The FDA and some states and municipalities regulate food labeling, nutrition, and health claims relating to food products. However, we are not aware of any laws applicable to an Oath Pizza restaurant that would not apply to restaurant businesses generally.

You will be required to comply with all federal, state and local laws and regulations that generally apply to restaurants. These include the Americans with Disabilities Act; Affordable Care Act, Fair Labor Standards Act; EEOC; OSHA; Gramm-Leach-Bliley Act; The Patriot Act; Federal Truth in Lending and other laws dealing with credit transactions and collections; Digital Millennium Copyright Act; regulations

governing MMS, SMS, emails and telemarketing; the payment of license fees; general restaurant rules and regulations; health, sanitation, menu-labeling, no smoking, discrimination, employment and sexual harassment laws, and any advertising or content-related rules and regulations. You must obtain real estate permits and licenses and operational licenses (including permits to serve alcohol if you plan to serve wine and beer at your Restaurant). It is your responsibility to investigate, satisfy and stay current on all local, state, and federal laws and regulations since they vary from place to place and can change over time. You should consult with your attorney concerning these and other laws and ordinances that may affect your operations.

Market and Competition

The market for restaurant services is well-established. Oath Pizza restaurants primarily attract families and young professionals, however the concept appeals to anyone looking to eat better without giving up the foods they love. The fast casual restaurant market is highly competitive, generally mature and well developed. However, the unique segment of the restaurant market targeted by Oath Pizza restaurants is still emerging and rapidly growing. You will compete with a variety of restaurants, pizza restaurants, caterers, grocery stores, take-out restaurants and convenience stores. The restaurant business is highly competitive based on price, service, restaurant location and food quality and is subject to fluctuations in consumer tastes, economic conditions, population, and traffic patterns. In each market, you will compete with locally owned restaurants, as well as national and regional restaurant chains. Some of our competitors have longer operating histories, larger and better financial resources, and better name recognition than Oath Pizza. You may also compete with other affiliate-owned and franchised Oath Pizza restaurants. The ability of each Oath Pizza restaurant to compete depends on its location, ingress and egress, signage, parking, quality service, employee attitudes, overhead, changing local market and economic conditions, and many other factors both within and outside your control.

ITEM 2 BUSINESS EXPERIENCE

President and Chief Executive Officer – Drew Kellogg

Mr. Kellogg has served as our President and Chief Executive Officer since November 2018. He has also served in the same position for our parent, NOP, since January 2023. From November 2018 to January 2023, he was the President and Chief Executive Officer of Next Level Pizza, Inc. in Claymont, Delaware. From June 2008 to July 2017, he served as Executive Team Director of Chipotle Mexican Grill, Inc. in Denver, Colorado.

Vice President of Operations – David Jamieson

Mr. Jamieson has served as our Vice President of Operations since March 2021. He has held this same position with our parent, NOP since January 2023. He was Vice President of Operations of Next Level Pizza, Inc. from March 2021 to January 2023 in Claymont, Delaware. He served as Next Level Pizza Inc.'s and our Director of Restaurant Operations from March 2017 until March 2021.

ITEM 3 LITIGATION

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

Development Agreement - Development Fee

If you sign the Development Agreement, you must pay us a lump sum development fee in the amount of \$15,000 for the first Restaurant you agree to develop plus \$12,000 for each additional Restaurant that you agree to develop. We will insert the development fee in the Development Agreement

before signing it. The development fee is not refundable, but will be credited against the application fee that is payable to us under each Franchise Agreement that you sign under the Development Agreement (the "Development Fee Credit"). The aggregate amount of the Development Fee Credits will not exceed the development fee. When you sign the Development Agreement, you (or your affiliate) will simultaneously sign a Franchise Agreement for your first Oath Pizza restaurant. There is no minimum number of Restaurants that you are required to develop under the Development Agreement.

Franchise Agreement - Initial Fees

When you sign a Franchise Agreement for a Restaurant that you are not developing under a Development Agreement, you will pay \$30,000 for your Initial Fees, which include: (1) an application fee in the amount of \$15,000 for our upfront costs associated with site selection, development and training; and (2) an initial franchise fee in the amount of \$15,000 to use the System and the Proprietary Marks during the term of the Franchise Agreement. These initial fees are fully earned by us when paid in a lump sum and are not refundable.

If you are developing a Restaurant under a Development Agreement, we will apply the Development Fee Credit for that Restaurant towards your application fee that is due under the Franchise Agreement and you will pay a reduced application fee and initial franchise fee for your second and any additional Restaurants that you develop as depicted below:

	Application Fee	Initial Franchise Fee	Amount Owed When the Franchise Agreement is Signed
Single Unit Oath Pizza restaurant with no applicable Area Development Agreement	\$15,000	\$15,000	\$30,000
First Oath Pizza restaurant developed under an Area Development Agreement (Development Fee Credit in the amount of \$15,000 will be applied to the Application Fee)	\$15,000	\$15,000	\$15,000
Second and additional Oath Pizza restaurants developed under an Area Development Agreement (Development Fee Credit in the amount of \$12,000 will be applied to the Application Fee)	\$12,000	\$12,000	\$12,000

Site Review Fee

We do not charge any fees to conduct one market visit for your first two Restaurants. You must pay the site review fee in the amount of \$500 and reimburse us for our travel expenses if we require or you request additional market visits.

The application fee, initial franchise fee, development fee and other fees and expenses we describe in this Item 5 are not refundable. These fees are typically uniform for all new franchisees in the system; however we may, in some instances, waive or reduce some or all of these fees for particular franchisees.

ITEM 6
OTHER FEES

Type of Fee ¹	Amount	Date Due	Remarks
Royalty	5.5% of Gross Sales ²	Weekly ³	See Note 2 for the definition of "Gross Sales"; see Note 3 for an explanation of our electronic funds transfer process.
Marketing Fund Contribution	Currently 2.5% of Gross Sales	Weekly	We can increase your Marketing Fund Contribution by .5% (to a maximum of 3% of Gross Sales) upon notice to you. Please see Item 11 for further details.
Local Store Marketing Expenditures	Currently, at least \$1,000 per month	Ongoing	We can increase your Local Store Marketing Expenditures by up to \$1,000 (to a maximum of \$2,000 per month). You must report your local store marketing expenditures to us on a quarterly basis. If you don't spend the required amount on an annual basis, then you must contribute any deficiency in the amount owed to the Marketing Fund. Please see Item 11 for further details.
Cooperative Contributions	Anticipated to be a maximum of one-half of your local store marketing requirements	Weekly	We have the right to establish cooperative marketing programs ("Cooperatives") in your region. You can reduce your local store marketing obligation by the amount that you contribute to a cooperative. The voting power for our Corporate Restaurants will be the same as the voting power of our franchised restaurants in each Cooperative. Please see Item 11 for further details.
Technology Development Fee	\$40	Weekly	Payable for access to, and in consideration of our development and delivery of software programs and other technology. These developments may include research and development on new software and hardware platforms, intranets, extranets, mobile applications, webpages, menu boards and future technological advances that we introduce to the Franchise.
Collection Costs and Expenses	Amount incurred	Upon demand	You must pay our collection costs and expenses, which include collection agency fees, costs incurred in creating reports demonstrating Gross Sales, attorney's fees, and related expenses we incur in enforcing the terms of the Franchise Agreement.

Type of Fee ¹	Amount	Date Due	Remarks
Convention Registration	Currently, we do not charge this fee; however, it could range from \$500 - \$1,500.	As incurred	Your Operating Principal and General Manager must attend our Annual Convention and pay any registration fee. See Item 15 for an explanation of the Operating Principal's role in your franchise.
Customer Complaints	Our reasonable costs and expenses	Upon demand	You must reimburse us for our reasonable costs and expenses incurred in resolving customer complaints at your Restaurant.
Early Termination Damages	Amount of the average weekly Royalty Fees and Marketing Fund contributions that you owed for the 52-week period prior to termination, multiplied by the lesser of 104 weeks or the number of weeks remaining in the term of the Franchise Agreement	Within 30 days following the termination	Payable if you default on your obligations and we terminate the Franchise Agreement prior to the expiration of the initial term of the Franchise Agreement.
Enforcement Expenses	Reasonable cost of our attorneys' fees and expenses	Upon demand	Payable if we obtain injunctive or other relief for the enforcement of any term of the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we incur any expense, including attorneys' fees and other costs, or are held liable for claims arising out of the operation of your Restaurant.
Interest	1.5% per month or the maximum rate permitted by applicable law, whichever is less.	With payment of overdue amount	We calculate interest from the date the payment was due until paid in full.
Insufficient Funds Fee	\$250 and any bank fees incurred (or the maximum amount permitted under applicable law)	With payment of overdue amount	Payable if you deliver a check which does not clear your bank account or where we are not able to complete an electronic funds transfer due to insufficient funds.
Management Fee	10% of Gross Sales	Weekly	Payable only if we or a third party manager take over the management of the Restaurant: (1) upon your Operating Principal's death or disability; (2) if we have the right to terminate the Franchise Agreement or have placed you in formal default; or if the Franchise Agreement is terminated or expires and we are deciding whether to exercise our option to purchase the Restaurant.
Off-Premises Programs	Currently, \$0	As incurred	If we establish an Off-Premises Program, we may charge you fees and costs associated with participating in the program.

Type of Fee ¹	Amount	Date Due	Remarks
Securities Offering	\$10,000 or such greater amount as is necessary to reimburse us and our outside advisors for our expenses	With submission of offering materials for our review	Payable if you intend to offer securities to investors. This is in addition to the transfer fee described below in this table. You also must reimburse us on an annual basis for our costs associated with providing
Quality Assurance Programs	Our out of pocket costs (typically \$1,000 - \$1,500)	As incurred	You must pay costs that we incur to third parties to carry out quality assurance programs at your Restaurant if you don't pay third parties directly for their services.
Relocation Fee	35% of the sum of our then-current application fee and initial franchise fee	Upon demand	Payable if you make a request and we approve your relocation of the Restaurant.
Reimbursement for Examination or Audit	Actual cost of audit, including travel, lodging, wages and reasonable accounting and legal costs	Upon demand	Payable only if an examination or audit reveals you understated the Gross Sales of the Restaurant by you of 2% or more. This is in addition to applicable interest and late fees.
Reimbursement of our Expenses	Amount we pay on your behalf	Upon demand	Payable only if we pay, or become obligated to pay, monies on your behalf by consent or otherwise under the Franchise Agreement including amounts we pay to obtain insurance for the Restaurant on your behalf if you fail to maintain the required
Renewal Franchise Fee	\$5,000	Upon execution of a renewal franchise agreement	If you choose to and are approved to continue operating the Restaurant for a renewal term you must sign our then current form of renewal franchise agreement.
Supplier Evaluation	Reasonable costs of evaluation, which currently are expected to range between \$1,000 and \$1,500 although costs could be less than or exceed these amounts depending on the product	Upon demand	Payable whether or not we approve the supplier. Please see item 8 for additional details.
Taxes	Amount imposed on us	Upon demand	You must reimburse us for any taxes, fees or assessments imposed on us for acting as a franchisor or licensing the Proprietary Marks to you.
Training – Additional Programs	Reasonable tuition fees	Upon demand	We have the right to charge you reasonable training fees for additional training programs that we administer during the term of your Franchise Agreement.

Type of Fee ¹	Amount	Date Due	Remarks
Training – Replacement Personnel	\$2,000 per person	Upon demand	If you need to send your replacement Operating Principal, General Manager, Trainers or managerial staff to our training program. Please see Item 11 for a description of these roles and additional details on our training program.
Training – On Site	\$400 per representative per day plus their travel, living and other expenses	Upon demand	Payable if we send a representative to your Restaurant to provide training for your staff.
Transfer Fee – Franchise Agreement	75% of the sum of our then current application fee and initial franchise fee	Upon demand	Payable if you sell or transfer your business (or a partial ownership interest). We may reduce the Transfer Fee under certain circumstances. See Note 4.
Transfer Fee – Development Agreement	25% of our then current development fee for each Restaurant option that is pending or such greater amount as is necessary to reimburse us for our reasonable expenses associated with reviewing the application for transfer including legal and accounting fees	Upon demand	Payable if you sell or transfer your business (or a partial ownership interest). You will also need to pay the transfer fees specified in each applicable franchise agreement (if the transfer involves the transfer of one or more franchise agreements). We may reduce the Transfer Fee under certain circumstances. See Note 5.

NOTES TO CHART:

- (1) Unless otherwise noted, all of the fees or charges described in this Item derive from the Franchise Agreement. Except as noted, all fees are paid to us, uniformly imposed and are non-refundable; however we may, in some instances, waive or reduce some or all of these fees for particular franchisees.
- (2) **“Gross Sales”** means the aggregate amount of all revenues generated from the sale of all products and services sold and all other income of every kind related to the Restaurant, whether for cash or credit (and regardless of collection in the case of credit), whether from sales on the Premises, by delivery, from catering, or at wholesale (whether the sales method is permitted or not). You may not reduce Gross Sales by the amount of any discounts provided to employees, family members and other businesses that you control.

The following are not included in Gross Sales: (1) sales taxes or other taxes collected from customers for transmittal to the appropriate taxing authority (2) proceeds from the sale of gift cards or stored value cards; and (3) customer refunds made in good faith. We may modify our policies consistent with restaurant industry practices regarding revenue recognition, revenue reporting, and the inclusion in or exclusion of certain revenue from “Gross Sales” as circumstances, business practices, and technology change

If you operate the Restaurant at a Nontraditional Location, Gross Sales does not include revenues from any other businesses that you operate at the larger building in which the Premises is located (other than the Restaurant).

- (3) You must designate an account at a commercial bank of your choice (“**Account**”) for the payment of amounts due to us and/or our affiliates, including but not limited to weekly Royalty Fees, Marketing Fund Contributions, and Technology Development Fees. You must furnish us and the bank with authorizations as necessary to permit us to make withdrawals from the Account by electronic funds transfer. Every Wednesday (or at another date specified by us from time to time), we will transfer from

the Account an amount equal to the Royalty Fees, Marketing Fund Contributions, and Technology Development Fees due from you based on the Gross Sales of the Restaurant for the preceding week, as well as any other fees due to us and/or our affiliates. We will obtain payment by electronic debit to your Account each week.

- (4) We will reduce the transfer fee to: (1) 50% of the sum of our then-current application fee and initial franchise fee if the transfer is to a transferee who has been a franchisee of another Oath Pizza restaurant for at least three years who is in good standing with us; or (2) \$2,000, if the proposed transfer involves either a transfer among your existing owners, or the addition of a new owner who will own less than a 20% interest in you, provided that (in either case), after the transfer your Control Group (as defined in Item 15) retains at least a 51% ownership interest in you. We will not charge a transfer fee if you transfer the agreement to a corporation or limited liability wholly owned by you.
- (5) We will reduce the transfer fee to \$2,000, if the proposed transfer of your Development Agreement involves either a transfer among your existing owners, or the addition of a new owner who will own less than a 20% interest in you, provided that (in either case), after the transfer your Control Group retains at least a 51% ownership interest in you. We will not charge a transfer fee if you transfer the agreement to a corporation or limited liability wholly owned by you.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

**TABLE 1
YOUR ESTIMATED INITIAL INVESTMENT
FOR AN OATH PIZZA RESTAURANT UNDER A FRANCHISE AGREEMENT**

Nature of Expenditure	Amount Low Estimate ¹	Amount High Estimate ¹	Payment Method ¹	When Due	Payment To
Application Fee and Initial Franchise Fee ²	\$30,000	\$30,000	Lump sum	At signing of Franchise Agreement	Us
Lease Deposit ³	\$4,000	\$10,000	As incurred	Before opening	Suppliers
Lease (3 months) ⁴	\$12,000	\$30,000	As incurred	After opening	Suppliers
Utility Deposits ⁵	\$1,000	\$3,000	As incurred	Before opening	Suppliers
Licenses and Permits ⁶	\$2,000	\$4,000	As incurred	Before opening	Suppliers
Architects and Design ⁷	\$18,000	\$28,500	As incurred	Before opening	Suppliers
Leasehold Improvements ⁸	\$147,000	\$214,000	As incurred	Before opening	Suppliers
Exterior Signs ⁹	\$7,800	\$12,000	As incurred	Before opening	Suppliers
Furniture and Fixtures ¹⁰	\$13,000	\$19,000	As incurred	Before opening	Suppliers
POS/Back Office Technology and Software ¹²	\$3,700	\$4,000	As incurred	Before opening	Suppliers
Equipment, Smallwares, and Security Systems ¹³	\$90,000	\$90,000	As incurred	Before opening	Suppliers
Professional Fees ¹⁴	\$4,000	\$10,500	As incurred	Before opening	Suppliers
Initial Food Inventory ¹⁵	\$5,000	\$7,000	As incurred	Before opening	Suppliers
Initial Supplies and Non-Food Inventory ¹⁶	\$1,000	\$1,500	As incurred	Before opening	Suppliers
Insurance ¹⁷	\$3,000	\$3,500	As incurred	Before opening	Suppliers
Training Expenses ¹⁸	\$6,000	\$8,000	As incurred	Before opening	Suppliers
Grand Opening Marketing Program ¹⁹	\$12,500	\$15,000	As incurred	Before opening	Suppliers
Additional Funds - 3 Months (Working Capital) ²⁰	\$20,000	\$60,000	As incurred	After opening	Various
Total ²¹	\$380,000	\$550,000			

TABLE NO. 2
YOUR ESTIMATED INITIAL INVESTMENT
FOR AN OATH PIZZA RESTAURANT AT A NONTRADITIONAL LOCATION

Nature of Expenditure	Amount Low Estimate ¹	Amount High Estimate ¹	Payment Method ¹	When Due	Payment To
Application Fee and Initial Franchise Fee ²	\$30,000	\$30,000	Lump sum	At signing of Franchise Agreement	Us
Lease Deposit ³	\$4,000	\$10,000	As incurred	Before opening	Suppliers
Lease (3 months) ⁴	\$6,000	\$30,000	As incurred	After opening	Suppliers
Utility Deposits ⁵	\$1,000	\$3,000	As incurred	Before opening	Suppliers
Licenses and Permits ⁶	\$2,000	\$4,000	As incurred	Before opening	Suppliers
Architects and Design ⁷	\$12,000	\$24,000	As incurred	Before opening	Suppliers
Leasehold Improvements ⁸	\$75,000	\$256,800	As incurred	Before opening	Suppliers
Signs ⁹	\$5,000	\$12,000	As incurred	Before Opening	Suppliers
Furniture and Fixtures ¹⁰	\$5,000	\$12,000	As incurred	Before opening	Suppliers
Kiosk Unit Purchase ¹¹	\$3,000	\$8,000	As incurred	Before opening	Suppliers
POS/Back Office Technology and Software ¹²	\$3,700	\$4,500	As incurred	Before opening	Suppliers
Equipment, Smallwares and Security Systems ¹³	\$45,800	\$90,000	As incurred	Before opening	Suppliers
Professional Fees ¹⁴	\$4,000	\$10,500	As incurred	Before opening	Suppliers
Initial Food Inventory ¹⁵	\$5,000	\$7,000	As incurred	Before opening	Suppliers
Initial Supplies and Non-Food Inventory ¹⁶	\$1,000	\$1,500	As incurred	Before opening	Suppliers
Insurance ¹⁷	\$3,000	\$3,500	As incurred	Before opening	Suppliers
Training Expenses ¹⁸	\$6,000	\$8,000	As incurred	Before opening	Suppliers
Grand Opening Marketing Program ¹⁹	\$7,500	\$15,000	As incurred	Before opening	Suppliers

Nature of Expenditure	Amount Low Estimate ¹	Amount High Estimate ¹	Payment Method ¹	When Due	Payment To
Additional Funds – 3 Months (Working Capital) ²⁰	\$20,000	\$60,000	As incurred	After opening	Various
Total ²¹	\$239,000	\$590,000			

NOTES TO TABLES 1 AND 2

- (1) Amount and Method of Payment. Costs paid to us are not refundable, except as specifically described below. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Restaurant is located. We do not provide any direct or indirect financing for the application fee, initial franchise fee or other fees and costs paid to us or to third parties. If you meet the credit requirements determined by third party vendors, you may be able to obtain financing. The availability and terms of financing will depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of the financial institutions from which you request a loan. We do not determine the terms and conditions of any financing and we do not provide any guarantees for any financing provided to you by third parties.
- (2) Application Fee and Initial Franchise Fee. The manner in which the application fee and initial franchise fee are paid is explained in detail in Item 5. If you develop multiple Restaurants under a Development Agreement, Item 5 explains the reduced application fees and initial franchise fees you will pay for each Restaurant.
- (3) Lease Deposit. This range of expense assumes a prepayment of rent and deposits for a commercial lease (two months for a standard Restaurant and one month for a Nontraditional Location). Pre-paid rent is generally non-refundable, while security or other deposits may be refundable either in full, or in part, depending upon the lease contract.
- (4) Lease (3 months). This range of expenses includes the first three months of rent after opening for 800 to 1,300 square feet at a traditional retail site or 500 to 800 square feet at a Nontraditional Location. Since real estate values vary dramatically from region to region, your expense for rent may fall outside the low-high ranges provided.
- (5) Utility Deposits. This estimate is for deposits for regular utilities, such as gas, water, and electricity. Utility deposits may be required for first time customers and a credit check may be conducted by the issuing company before beginning services. These costs will vary and are due to the type of services required for the facility and the municipality from which it is being contracted. We recommend that you check the requirements in your local area.
- (6) Licenses and Permits. You are responsible for obtaining and maintaining all required permits and licenses necessary to operate the Restaurant, including a permit to operate a bar and serve alcoholic beverages if you plan to offer beer and wine at the Restaurant. This estimate is based on the experience of our affiliates in developing and operating Oath Pizza restaurants. You will need to check with your advisors as license and permit requirements (and fees) will vary by locality.
- (7) Architects and Design. In most localities, you are responsible for engaging the services of a professional, licensed architect to produce blueprint drawings for your Restaurant. Prior to submitting the drawings to the local municipality for review and approval, we must review them to assess their conformity to our requirements and could potentially return them to your architect for additional modifications. Any modifications may incur further services by your architect, and these services may likely incur higher fees. Your exact costs will depend on the architect you select and/or if an engineer is necessary. You are responsible for ensuring that the plans meet all state and local requirements including the ADA.

(8) Leasehold Improvements. The cost of leasehold improvements will vary depending on many factors, including: (a) the size and configuration of the premises; (b) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (c) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your Restaurant. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. Due to recent supply chain issues resulting from the Covid-19 pandemic, building costs are volatile and fluctuating. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or through landlord tenant improvement contributions, and the condition of the space before you take possession of the premises. Our estimate is based on a standard square footage range of 800 to 1,300 square feet. The low end of our estimate assumes that you have leased space that previously operated as a food service business and that you will convert to an Oath Pizza Restaurant. The high end of our estimate assumes that you have leased a "vanilla box" space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate. These costs include a Type II hood, under-sink grease trap, millwork, and all other interior improvements and mechanical, electrical and plumbing expenses.

(9) Signs. This is an estimate of the cost to produce signage for the outside of the Restaurant. The low estimate covers the fabrication of standard signage, while the high estimate takes into consideration a larger sign fabrication, as well as the configuration of the building, zoning laws and requirements, and restrictions imposed by your landlord. All signage must be in compliance with our standards and your local building and other codes.

(10) Furniture and Fixtures. These figures represent the purchase of the furniture and fixtures needed for the operation of Restaurant, including seating, décor, and other furnishings, fixtures, and merchandising. The range of cost recognizes instances where Restaurant configurations differ, and different pieces, sizes or models may be recommended by our staff.

(11) Kiosk Unit Purchase. If you purchase a franchise for a Nontraditional Location, you may operate the Restaurant from a kiosk. This estimate is for the purchase of a kiosk that ranges from 150 to 800 square feet.

(12) Point of Sale (POS) System, Back Office Technology, and Software. This estimate covers the purchase of a point of sale system hardware and initial software setup/installation fees, back office hardware (including a computer, iPad, and printer), and brand-approved music player hardware. The low end of the estimate is based on the purchase of one POS terminal, and the high end of the estimate is based on the purchase of two POS terminals. See Item 11 for additional information.

(13) Equipment and Security System. This estimate covers the purchase of the equipment that is necessary to produce all menu items and other equipment, including ovens, refrigeration, smallwares, and digital menu boards, as well as the purchase and installation of security system cameras plus monitoring service for the alarms for the first three months. The low estimate is based on an economy equipment package model. For Restaurants in Nontraditional Locations, the low estimate is based on having existing equipment in the back of house that you can use (such as shared refrigerators, sinks, etc.) with other restaurants.

(14) Professional Fees. These fees are representative of the costs for engagement of professionals for the start-up of a restaurant business. We also strongly recommend that you seek the assistance of attorneys and accountants to review this franchise opportunity, this disclosure document, and subsequently, the Franchise Agreement and the Development Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as a part of developing the Restaurant. It is best to ask your professional advisors for a fee schedule prior to engaging them to perform any services on your behalf.

(15) Initial Food Inventory. This estimate covers the pre-opening stocking inventory of food (including proprietary products), beverages, ingredients, and disposables. In most situations, this will be sufficient to cover sales up to 7 days. The higher estimate is for an order that is for up to 18 days.

(16) Initial Supplies and Non-Food Inventory. This estimate covers a stocking order of inventory and supplies including cleaning products, a safe, file cabinet, and other office-related items necessary for the opening of the Restaurant.

(17) Insurance. This estimate includes the cost of insurance deposits and premiums during the pre-opening phase. An insurance deposit may be required by the issuing company in order to obtain the minimum required insurance as listed in Item 8 of this disclosure document. You will need to check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(18) Training Expenses. The estimate assumes that you will pay for the travel, meals, auto, and lodging, for three individuals for approximately one week of training at an affiliate-owned location. You may bring up to five people to initial training without any additional training fees. If space is available in regularly scheduled training classes, we may be able to accommodate more than three persons at no additional training fee. The cost you incur will vary depending upon factors such as the distance traveled, mode of transportation, per diem expenses actually incurred, and the number of persons who will attend training, as well as your chosen style of travel and accommodations.

(19) Grand Opening Marketing Program. This estimate covers the costs of the Grand Opening Marketing Program. You must spend at least the amount noted in the low range. See Item 11 for more information.

(20) Additional Funds – 3 Months (Working Capital). This is an estimate of the additional working capital you may need to operate your Restaurant during the first three months of operation and is net of any revenue you receive during this period. This estimate is based upon our affiliates' experience in opening and owning an Oath Pizza restaurant. The estimate includes items such as pre-opening wages that you pay your staff, but does not include an owner's salary. The estimate also includes items, such as initial payroll taxes, Royalty Fees, Marketing Fund contributions, professional and accounting fees, additional advertising, insurance, health insurance and workers' compensation, repairs and maintenance, bank charges (including interest), miscellaneous supplies and equipment, initial staff recruiting expenses, state tax and license fees, depreciation and amortization, deposits and prepaid expenses (if applicable), three months of ongoing food and non-food inventory, and other unforeseen miscellaneous items. The expenses you incur during the initial start-up period will depend on factors such as the time of year you open, local economic and market conditions, the cost of labor in your area, the amount you pay your staff, the number of employees you hire, your experience and business acumen, competition, and the sales level you reach during this initial period. You will incur additional operating expenses in connection with the ongoing operation of your Restaurant. This three month period is not intended, and should not be interpreted, to identify a point at which your Restaurant will break even.

(21) Your Estimated Initial Investment. This estimate is based upon our affiliate's experience in opening and owning Oath Pizza restaurants. Your costs may vary based on a number of factors including, but not limited to, the geographic area in which you open, local market conditions, the time it takes to build sales of the establishment, and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. You should review this estimate and work with knowledgeable advisors including lawyers, accountants, restaurant advisors, local contractors, engineers, and architects before making any decision to invest in our franchise opportunity. You are responsible for the costs of developing the Restaurant even if it is substantially higher than our estimate.

TABLE NO. 3
YOUR ESTIMATED INITIAL INVESTMENT
DEVELOPMENT AGREEMENT
3 – 5 RESTAURANTS

Type of Expenditure	Amount Low Estimate ¹	Amount High Estimate ¹	Method of Payment ¹	When Due	To whom payment is to be made
Development Fee ²	\$39,000	\$63,000	Lump sum	Upon signing Development Agreement	Us
Initial Franchise Fee due under first Franchise Agreement signed with the Development Agreement	\$15,000	\$15,000			
Business Plan Preparation, Legal Fees & Miscellaneous Expenses ³	\$3,000	\$5,000	As incurred	As incurred	Third parties
Total	\$57,000	\$83,000			

(1) Amount and Method of Payment. Costs paid to us are not refundable, except as specifically described below. Whether any costs paid to third parties are refundable will vary based on the practice in the Development Area. We do not provide any direct or indirect financing for the Development Fee or other fees and costs paid to us or to third parties. If you meet the credit requirements determined by third party vendors, you may be able to obtain financing. The availability and terms of financing will depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of the financial institutions from which you request a loan. We do not determine the terms and conditions of any financing and we do not provide any guarantees for any financing provided to you by third parties.

(2) Development Fee. You will sign a Development Agreement to reserve a Development Area in which you will develop multiple Oath Pizza restaurants under a Development Schedule. These amounts estimate that you will develop three to five Oath Pizza restaurants in the Development Area. Your estimated initial investment under the Development Agreement will vary depending on the number of Oath Pizza restaurants you develop within the Development Area. No part of this initial investment is refundable, although we will apply your development fee towards the application fees owed under the Franchise Agreements that the Development Agreement covers.

(3) Business Plan Preparation, Legal Fees & Miscellaneous Expenses. We recommend that you prepare a business plan prior to purchasing this franchise opportunity. Except for the Development Fee, there is no additional initial investment for training, real property, equipment, fixtures, other fixed assets, construction, remodeling, leasehold improvements, decorating costs, inventory, security deposits, utility deposit, business licenses, other prepaid expenses or other costs required to begin operating under the Development Agreement. When you sign the Development Agreement, you (or your affiliate) will simultaneously sign a Franchise Agreement your first Oath Pizza restaurant and you will incur the expenses identified in Table 1 or Table 2 above for the Oath Pizza restaurant that you develop under that Franchise Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

System Standards

To protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Restaurant in strict conformance with our System standards, including the methods, standards, and specifications we prescribe from time to time in the Manual or otherwise in

writing. The System standards may relate to any aspect of the appearance, function, cleanliness, and operation of the Restaurant.

Suppliers

You must purchase your food and beverage items, ingredients, supplies, equipment, furnishings, smallwares, merchandise, promotional items, information technology services, credit card processing services, and other products and services that you purchase for operation of or sale in the Restaurant in accordance with our specifications and quality standards and, if applicable, only from suppliers we have designated or approved (which may include us or our affiliates). As of the issuance date of this disclosure document, neither we nor any of our affiliates is an approved supplier for products or services that are sold to Oath Pizza restaurants. However, we reserve the right to designate ourselves an approved supplier, or as the only approved supplier, for particular products and services in the future.

If we require you to use an approved supplier for a particular item, but you wish to purchase the item from a supplier that we have not approved, you may submit a written request for approval of the supplier, unless it is an item for which we have designated a particular vendor as the source for the particular product or service. We will provide our standards and specifications to you or to the proposed supplier, subject to the supplier's execution of a confidentiality agreement in a form acceptable to us. We have the right to inspect the proposed supplier's facilities and to require delivery of product samples either to us or to an independent laboratory designated by us for testing. You may be required to pay a fee, which will not exceed our reasonable costs incurred in evaluating the supplier, regardless of whether or not we approve the supplier. You may not purchase, sell, or offer for sale any products or services of the proposed supplier until you receive our written approval of the proposed supplier. We generally will give you written notice of approval or disapproval of the proposed supplier within 30 days after receiving your request and completion of evaluation and testing, if required. You may not sell or offer for sale any products or services of the proposed supplier until you receive our written approval.

We have the right to revoke approval of particular suppliers if we determine that the suppliers or their products or services no longer meet our standards. Upon receipt of written notice of revocation, you must stop buying from the disapproved supplier. In addition, if we revoke our approval of the products because they fail to meet our standards, you may be required not to use your remaining inventory of those products.

None of our officers or directors owns an interest in any suppliers of products or services to our franchisees. We may earn money from the suppliers based on your purchases in the form of rebates, commissions, or other payments. In our last fiscal year, we and our affiliates did not receive any rebates or payments from approved suppliers on account of franchisee purchases or leases of required and approved items from those suppliers.

There currently are no purchasing or distribution cooperatives for the System. We and our affiliates negotiate purchase arrangements with suppliers (including price terms) for the benefit of our franchisees and our affiliates for the items and services that you may obtain only from approved suppliers. In doing so, we and our affiliates seek to promote the overall interests of the Oath Pizza restaurant system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

Proprietary Items

The crusts used in the pizzas that are offered and sold at the Restaurant are manufactured according to our secret recipes. The pizza crusts along with our pizza boxes and other branded packaging items are our proprietary products ("**Proprietary Items**"). We may designate other Proprietary Items in the future. To maintain and protect our rights in and to our Proprietary Items, you must purchase these items only from the supplier(s) that we designate periodically. To maintain the high standards of quality and uniformity associated with pizzas sold at all Restaurants in the System, you must not offer or sell pizzas made with any other crusts at or from the Restaurant.

Lease

If you lease the premises for your Restaurant, you must submit the proposed lease to us for approval before you sign it and you must use our form of Lease Addendum attached as Exhibit F to the Franchise Agreement. See Item 11 under the heading "Site Selection" for additional details.

Furnishings, Fixtures and Equipment

We have identified a specific recommended brand and model for many of the furnishings, fixtures and equipment items required to equip an Oath Pizza restaurant. You must purchase these items only from approved suppliers, which may include us or an affiliate. We may negotiate with vendors for the price, warranties, guarantees, delivery costs, maintenance contracts, etc. We do not represent that we will be able to obtain for you the lowest costs or best terms available. The type and number of pieces of furnishings, fixtures and equipment you require will be based, on the size of your Restaurant.

Point-of-Sale System and Other Computer System Requirements

For each Restaurant, you must purchase, install, and use the point of sale (POS) system, inventory management system, financial reporting system, back office computer, and other computer equipment, communications devices, audio/visual equipment and software systems that we specify as they evolve over time. We currently require all franchisees, including those operated at Nontraditional Locations, to use the Toast POS System and associated software. You must purchase this equipment new from Toast, Inc.

Gift Cards

You must participate in programs we establish relating to gift cards, gift certificates, stored value cards, online or mobile coupons or credits, online or mobile ordering systems, and other electronic money programs. Participation includes both issuing program benefits or credits and accepting them for payment by customers, and may require you to purchase additional equipment. We will coordinate the crediting and debiting of funds among Oath Pizza restaurants based on customer purchases and redemption of stored value. You must also participate in any "frequent guest" or customer loyalty programs we prescribe. You may not offer your own gift card, electronic money, or loyalty program for your Restaurant without our prior approval.

Insurance

Before undertaking any activities in connection with your franchise, you must obtain insurance policies meeting our current requirements, at your expense. This insurance must protect you, us, and our affiliates, officers, directors, shareholders and employees against all claims for personal injury, death, or property damage, or any loss, liability or expense arising from the operation of your Restaurant.

All insurance policies must be written by a carrier with an industry rating of A+ (or any similar criteria that we periodically specify). Liability policies must name us as an additional insured, and must provide us with 30 days prior written notice of termination, expiration or cancellation of the policy. You must provide us with certificates of insurance evidencing the proper types and at least the minimum amounts of coverage that we require.

Currently we require the following insurance:

Type of Insurance Policy	Coverage Requirements
All Risk or Special Form property insurance including the perils of flood, windstorm, mechanical/equipment breakdown, terrorism, and breakage of glass	100% replacement cost new basis; deductible may not exceed \$5,000
All Risk or Special Form Business Interruption Insurance	12 month loss of gross profits and continuing expenses plus 6 months of extended period of indemnity
Statutory Workers Compensation and Employer's Liability	Not less than \$1,000,000
Commercial General Liability (occurrence based) including (i) general aggregate per location; (ii) each occurrence bodily injury & property damage, per location; (iii) personal injury and advertising injury, per location; and (iv) fire legal liability	Not less than \$2,000,000 per occurrence and \$4,000,000 aggregate
Automobile Liability including coverage for hired and non-owned auto liability	Combined single limit of not less than \$1,000,000 or such other limit as meets the underlying insurance requirements of the umbrella insurance referred to below
Umbrella	At least \$3,000,000
Liquor Liability (if the Restaurant sells alcoholic beverages)	At least \$2,000,000 per occurrence

We have the right to increase the amounts of coverage required and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, new risks, changes in the law or standards of liability, higher damage awards or other relevant changes in circumstances.

All public liability and property damage policies must contain a waiver by the insurance company of subrogation rights against us and our affiliates, successors and assigns. If you fail to maintain the required coverage, we have the right (but no obligation) to obtain insurance on your behalf. If we do so, you must reimburse us for the cost of insurance, plus a reasonable fee for our services.

* * *

We estimate that approximately 63% to 74% of your total purchases and leases in establishing an Oath Pizza restaurant and approximately 45% to 55% of your total purchases and leases in operating an Oath Pizza restaurant will be subject to at least one of the restrictions described in this item.

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 (FA) Nontraditional Location Addendum (NLA) and Development Agreement (DA)	Disclosure Document Item
a. Site selection and acquisition/lease	FA: 3.2 – 3.4 NLA: Not Applicable DA: 3.2	5, 7, 8, 11 and 12
b. Pre-opening purchases/leases	FA: 3.3-3.11 and 11 NLA: Not Applicable DA: Not Applicable	5, 7, 8 and 12
c. Site development and other pre-opening requirements	FA: 3 NLA: 2 DA: 3	5, 6, 7, 8, 11 and 12
d. Initial and ongoing training	FA: 6 NLA: Not Applicable DA: 4.5	6, 7 and 11
e. Opening	FA: 3.11 NLA: Not Applicable DA: Not Applicable	11
f. Fees	FA: 3.2.3, 3.13, 4, 6.3, 6.4, 8.4, 8.7, 8.14, 8.18, 8.27, 10.3, 12.4, 16.4.10, 16.7, 18.3, 19.5 and 20.3 NLA: 6 DA: 2	5, 6 and 7
g. Compliance with standards and policies/Operating Manual	FA: 7, 8 and 10 NLA: Not Applicable DA: 3	11 and 14
h. Trademarks and proprietary information	FA: 13 NLA: Not Applicable DA: Not Applicable	13 and 14
i. Restrictions on products/services offered	FA: 8.2 - 8.8 NLA: Not Applicable DA: Not Applicable	8 and 16
j. Warranty and guest service requirements	FA: 8.14 and 8. 18 NLA: Not Applicable DA: Not Applicable	Not Applicable
k. Territorial development and sales quotas	FA: 2.3 NLA: 4 DA: 1.2 - 1.4 and 3.1	1 and 12
l. Ongoing product/service purchases	FA: 8.2 – 8.3 NLA: Not Applicable DA: Not Applicable	6, 7 and 8
m. Maintenance, appearance and remodeling requirements	FA: 8.12 and 9.3 NLA: 5 and 7 DA: Not Applicable	11
n. Insurance	FA: 11 NLA: Not Applicable DA: Not Applicable	7 and 8
o. Advertising	FA: 10 NLA: Not Applicable DA: Not Applicable	6 and 11

Obligation	Section in Franchise Agreement (FA) Nontraditional Location Addendum (NLA) and Development Agreement (DA)	Disclosure Document Item
p. Indemnification	FA: 21 NLA: 9 DA: 8.2	Not Applicable
q. Owner's participation/ management/staffing	FA: 6, 8.19-8.20,14 and Exhibit B NLA: Not Applicable DA: 4	11 and 15
r. Records and reports	FA: 12 NLA: Not Applicable DA: Not Applicable	6
s. Inspections and audits	FA: 8.12, 8.13 and 12.4 NLA: Not Applicable DA: Not Applicable	6 and 11
t. Transfer	FA: 16 NLA: Not Applicable DA: 6	17
u. Renewal	FA: 18 NLA: Not Applicable DA: Not Applicable	17
v. Post-termination obligations	FA: 20 NLA: Not Applicable DA: 7.5	17
w. Non-competition covenants	FA: 15 NLA: Not Applicable DA: 5.2	17
x. Dispute resolution	FA: 26 NLA: Not Applicable DA: 13	17
y. Other – Personal Guarantee	FA: Exhibit C DA: Exhibit C	15

ITEM 10 FINANCING

We do not offer direct or indirect financing to franchisees. We will not guarantee your promissory note, lease, or other obligation.

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

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

Our Obligations Prior to Opening:

Before your Restaurant opens, we will:

1. Provide site selection criteria. (Franchise Agreement, Section 3.2.1)
2. Review sites you propose for your Restaurant, as described in more detail below. (Franchise Agreement, Section 3.2.3)

3. Review the lease for your Restaurant. (Franchise Agreement, Section 3.4)
4. Provide one set of our prototypical plans for the construction and layout of an Oath Pizza restaurant. (Franchise Agreement, Sections 3.6.1 and 5.1)
5. Review your complete set of preliminary and final drawings and specifications, and notify you of our approval or rejection within 30 days. (Franchise Agreement, Section 3.6.2)
6. Provide the Manual on loan for the term of the Franchise Agreement. (Franchise Agreement, Sections 5.2 and 7) The table of contents for the Manual appears in Exhibit D of this disclosure document. As of the issuance date of this disclosure document, the Manual contains 377 pages.
7. Provide a training program for your Operating Principal and General Manager. See below under "Training." (Franchise Agreement, Sections 5.3 and 6)
8. Provide pre-opening and opening supervision and assistance, as we deem advisable. (Franchise Agreement, Section 5.4)
9. Review and approve in writing your proposed marketing plan and materials for use in connection with the "Grand Opening Marketing" of the Restaurant, as described below under "Advertising." (Franchise Agreement, Section 10.2)

Continuing Obligations

After your Restaurant opens, we will:

1. Administer the Marketing Fund and make available to you for purchase any advertising and promotional materials that we may produce independently from the Marketing Fund. (Franchise Agreement, Sections 5.6 and 10.3.4)
2. Provide advice and written materials concerning techniques of managing and operating an Oath Pizza restaurant. (Franchise Agreement, Section 5.7)
3. At your request, review any proposed supplier to determine whether the supplier and its products or services meet our standards. (Franchise Agreement, Section 8.4)

Site Selection and Construction

The procedure for constructing and opening an Oath Pizza restaurant is outlined in Section 3 of the Franchise Agreement and Section 3 of the Development Agreement. You must secure a site and construct your Restaurant at your own expense. If you sign a Development Agreement, you must obtain our acceptance of each site within the deadlines set forth in the Development Schedule.

Within 90 days after you sign the Franchise Agreement, you must provide a site review kit to us including a complete site report and other materials and information we request for a suitable site located within the geographic area that you and we designate as your "**Site Selection Area**". Within 10 business days (or 30 business days if we need to conduct a site visit) after we receive your detailed site review kit, we or our designee will conduct an evaluation of the proposed site(s) and accept or reject your proposed sites. At our option, we may conduct an on-site evaluation of the proposed site(s). We do not charge any fees to conduct one market visit if the Restaurant is one of the first two Oath Pizza restaurants developed by you or one of your affiliates, however; if we require, or if you request, any additional market visits, you must pay a site review fee to us in the amount of \$500 and reimburse us for our travel expenses associated with such visits. We will not unreasonably withhold our acceptance of a site that meets our site selection criteria. In evaluating your proposed site, we will consider demographic data you provide, as well as other information regarding the characteristics of the site and trade area including visibility, access, the proximity of competing businesses, traffic patterns, and the availability of parking. We also may consider the site's proximity both to the Site Selection Area's boundaries and to other existing or potential sites for Oath Pizza restaurants located outside the Site Selection Area. You must follow this procedure for each Oath Pizza restaurant that you develop under a Development Agreement. (Franchise Agreement, Section 3.2 and Development Agreement, Section 3.2)

The site that we accept will be designated as the "**Premises**" in Exhibit A to the Franchise Agreement. If we reject your proposed site, we will encourage you to submit alternative site(s). You must obtain our acceptance of a site and acquire a possessory or leasehold interest in the site for your

Restaurant within 90 days after you sign the Franchise Agreement or we will have the right to terminate the Franchise Agreement. (Franchise Agreement, Section 3.3)

We will provide prototypical plans and specifications for an Oath Pizza restaurant, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, security, furnishings, and color scheme. You must have prepared all required construction plans and specifications to suit the shape, dimensions and utility requirements of the Premises and you must ensure that these plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You will use only registered architects, registered engineers, and professional and licensed contractors. (Franchise Agreement, Section 3.6.1)

Prior to submission to local authorities, you must submit proposed construction plans, specifications and drawings for the Restaurant (“**Plans**”) to us and you must, upon our request, submit all revised or “as built” Plans during the course of such construction. We will approve or reject the Plans and notify you within 30 days after we receive the Plans. Once we have approved the Plans, no substantial change shall be made to the Plans without our prior approval. You may not begin site preparation or construction prior to receiving written notification from us that we have approved the Plans. You must construct the Restaurant in accordance with Plans approved by us and must comply in all respects with applicable laws, ordinances and local rules and regulations. You must install all furniture, fixtures, equipment and signs in accordance with the plans and specifications that we have approved. You are responsible for obtaining all zoning and health permits at your own expense. (Franchise Agreement, Section 3.6.2)

It typically takes 90-120 days to select and lease the premises for an Oath Pizza restaurant from the signing of the Franchise Agreement and an additional 60-120 days to construct the restaurant. The actual time will vary depending on the availability of financing and the time you need to obtain the necessary permits and licenses for the construction and operation of the Restaurant. Neither of these factors is within our control. You must open the Restaurant within 240 days after signing the Franchise Agreement or we will have the right to terminate the Franchise Agreement.

POS System and Computer System Requirements

You must acquire and install in your Restaurant, at your own expense, the point of sale (POS) system, back office computers and other computer equipment, digital menu boards, communications devices, audio/visual equipment, and software systems that we specify in writing from time to time. Our specifications may evolve over time and, in some cases, required items may only be available through us and/or designated suppliers.

You must use the Toast point of sale (POS) system and associated software. You must purchase this POS equipment new from Toast, Inc. The POS system collects transaction data used to generate pertinent information, including transaction counts, product mix, and average check. You must transmit data to us at the times we specify and give us independent access to your systems (and provide us with any user names and passwords necessary for that purpose). There are no contractual limitations on our ability to access the information and data contained in your systems. We and our affiliates have the right to retain the information and to use it internally without restriction.

You also must purchase a computer for management use that uses a designated operating system and is capable of running the required software and a printer. The computer must have a high-speed interface that permits you to connect to the Internet and to transmit and receive email and access Internet websites. You must obtain the back-office software that we specify including digital ordering systems, cost of goods sold management systems, digital menu boards and music software. The type and number of computers and other hardware, software, and telecommunications equipment may vary depending on the size of your Restaurant.

The estimated POS System and other computer system costs range from \$3,700 to \$4,500 per Restaurant for POS hardware and installation fees, back-of-house computer, iPad, printer, inventory label maker and music player. We recommend, but do not require, that you purchase a maintenance agreement for both hardware and software in order to reduce downtime and costs associated with repairs. We estimate that the cost of an annual and support contracts for your systems, including but not limited to all digital menu, online ordering, third party delivery, COGS management, and music systems, plus software setup fees, will be approximately \$15,300 per year for your Restaurant. You must pay all amounts charged by any supplier or licensor of the systems and programs you use, including charges for use, maintenance, support and/or update of these systems or programs. You must promptly update and upgrade your computer hardware and software systems as we require, at your expense. There is no

contractual limitation on the cost or frequency of this obligation. Neither we nor our affiliates have any obligation to provide ongoing maintenance, repairs, or upgrades to your POS System or other computer or technology systems. You will need to discuss these obligations with any supplier that sells you components of your POS system and computer system. (Franchise Agreement, Section 8.22)

You must honor all credit, charge, courtesy or cash cards or other credit devices that we specify. You must comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org) or successor organization. (Franchise Agreement, Section 8.23)

Training

Management Training Program

We will provide a management training program for the first two Restaurants that you develop. Your Operating Principal and General Manager (which may be the Operating Principal) must complete the management training program to our satisfaction. We encourage you to bring additional staff to attend initial training at no charge when space is available. Initial training may include web-based training, programs offered by third parties, one week of classroom and on-the-job training at an affiliate-owned Oath Pizza restaurant (a “**Corporate Restaurant**”) of our choice, and up to eight days of support in your Restaurant.

We do not charge a tuition fee for the management training program for your first two Restaurants; however, you must pay all expenses of your trainees. Your expenses will include the cost of travel, lodging, meals, and the wages of your employees. We will certify any supervisory employee of yours who successfully completes the training program to our satisfaction as a “**Trainer**.” We will authorize the Restaurant to open only after your General Manager has been certified as a Trainer after successfully completing the training program to our satisfaction. (Franchise Agreement, Section 6.1)

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
History of Oath Pizza	.5	0	Corporate Restaurant location
Use of the Manual	.5	0	Corporate Restaurant location
Tour of Oath Pizza	.5	0	Corporate Restaurant location
Pre-Opening Procedures	1	0	Corporate Restaurant location
Personnel Issues	.5	0	Corporate Restaurant location
Advertising	.5	0	Corporate Restaurant location
Management Procedures	1	4	Corporate Restaurant location
Franchise Reporting Requirements	.5	0	Corporate Restaurant location
Accounting/Record keeping	.5	0	Corporate Restaurant location
Customer Service Procedures	.5	4	Corporate Restaurant location
Front/Back of House – Manager Duties	.5	10	Corporate Restaurant location
Front/Back of House – Prep Procedures	.5	10	Corporate Restaurant location
Inventory Management	.5	1	Corporate Restaurant location
POS System	0	2	Corporate Restaurant location
Cleaning Procedures	.5	4	Corporate Restaurant location
Safety Procedures	1	1	Corporate Restaurant location
Totals	9	36	

We will schedule the management training program as needed for new franchisees and you must complete the program at least 30 days before opening your Restaurant. The program is offered only in English. Pam McMorrow, our Director of Supply Chain and Product Innovation, will direct our training program. Ms. McMorrow has more than four years of experience with us in restaurant operations training and 16 years of experience as a trainer for Papa Gino's.

The instructional materials may include handouts, the Manual, quizzes, and checklists, as well as online learning materials.

Opening Training

If the Restaurant is one of your first two Restaurants, we will send a trainer to the Restaurant to assist with the Restaurant opening for a period not to exceed five days. This opening training will also include on-site training for your Trainers, managers, and staff members and additional assistance with opening marketing and management activities. You will not be required to pay any additional costs for any of the travel or living expenses incurred by our trainer while they provide the opening training. (Franchise Agreement, Section 6.2)

You must have a full staff in place and available for training at least ten days before the Restaurant opens. We will authorize you to open the Restaurant only after an adequate number of your employees, as determined by us in our sole discretion, have attended and received certification in the position for which they were hired. (Franchise Agreement, Section 6.3)

Train the Trainer Program

Periodically, you must conduct such training programs for your employees as we may require, including those training programs required for your employees to become certified for the position(s) for which each employee was hired. Your Trainers are responsible for fully training the Restaurant's employees within 30 days of being hired. Your Trainers also will offer the Oath Pizza training program to your replacement Operating Principal, General Manager and additional managerial staff before they assume a managerial role at the Restaurant. We will evaluate all managers trained by you and determine whether to certify them as Trainers. You will be responsible for all costs that you incur in training your employees. If you need to send your replacement Operating Principal or General Manager to our management training program, you must pay a training fee in the amount of \$2,000 per person attending the training program. If we elect to send our representative to the Restaurant to provide training for your staff, you must pay a training fee in the amount of \$400 per representative, per day, and all travel, living and other expenses incurred by our representative.

If you already operate two Restaurants, the training of your Operating Principal and General Manager will be your responsibility. You must confirm to us in writing that you have trained these individuals, except for any persons who have previously completed our certified training program to our satisfaction. The content and administration of your training program must be at least equal to those of our management training program and must be approved in advance by us. We have the right to review your training program periodically to ensure its quality and to verify that your managers are being trained in a timely and satisfactory manner.

If your training program does not meet our training standards, and you do not cure the situation in a timely manner, we may require your Operating Principal and General Manager to attend our training program at your expense (including payment of the \$2,000 per person training fees), until such time as the deficiencies in your program have been corrected to our satisfaction. (Franchise Agreement, Section 6.3)

Additional Training Programs

We may require you or your employees to attend and pass additional training programs at your expense. These additional training programs may include classroom training, web-based training and programs offered by third parties.

Your Operating Principal and General Manager must attend a national business meeting or annual convention of franchisees for up to three days each year.

We will advise and consult with you periodically in connection with the operation of the Restaurant. We may provide these services through visits by our representatives to the Restaurant or your offices, the distribution of printed, filmed or electronic information, meetings or seminars, telephone communications, e-mail communications or other communications. We will periodically inspect the Restaurant and its operations to assist your operations and ensure compliance with the System. At your request, we may provide special assistance at the Restaurant for which you will be required to pay our per diem training fees and charges that we may establish from time to time. (Franchise Agreement, Section 6.4)

Advertising

Grand Opening Marketing Program

You must advertise and promote the Restaurant for a 90-day period beginning 30 days prior to opening through 60 days following the opening of the Restaurant ("Grand Opening Marketing Period"). You will develop a marketing plan for Grand Opening Marketing Period ("Grand Opening Marketing Plan") and marketing materials for the Restaurant ("Grand Opening Marketing Materials"). We must review and approve in writing the Grand Opening Marketing Plan and the Grand Opening Marketing Materials for the Restaurant, including total expenditures. You must spend at least \$12,500 during the Market Introduction Period (or \$7,500 if the Restaurant will be operated from a Nontraditional Location). (Franchise Agreement, Section 10.2)

Marketing Contributions and Expenditures

You must make contributions to the Marketing Fund, make Local Store Marketing expenditures and contribute to a Cooperative if a Cooperative has been established in the Designated Market Area (“DMA”) in which your Restaurant is located. (Franchise Agreement, Section 10.1)

Marketing Fund

We plan to establish a Marketing Fund for the enhancement, promotion and protection of the System and the Proprietary Marks when our first franchised Oath Pizza restaurant opens at a traditional location. You must contribute a percentage of your Gross Sales weekly to the Marketing Fund. We have the right to direct all advertising, media placement, marketing and public relations programs and activities financed by the Marketing Fund, with final discretion over the strategic direction, creative concepts, materials and endorsements used, and the geographic, market and media placement and allocation. You must participate in all advertising, marketing, promotions, research, and public relations programs instituted by the Marketing Fund. As of the date of this disclosure document, the required contribution is 2.5% of weekly Gross Sales. We have the right to increase your Marketing Fund contribution by up to 0.5% upon 90 days' notice (to a maximum of 3% of Gross Sales). Oath Pizza restaurants that operate in Nontraditional Locations typically do not contribute to the Marketing Fund.

Among the programs, concepts, and expenditures for which we may utilize the Marketing Fund monies are: (1) creative development and production of print ads, commercials, radio spots, point of purchase materials, direct mail pieces, door hangers, free standing inserts, brochures, logo wear, labeling, video, audio, and written materials and electronic media, and other advertising and promotional materials; (2) media placement and buying, including all associated expenses and fees; (3) administering regional and multi-regional marketing and advertising programs; (4) market research and customer satisfaction surveys, including the use of secret shoppers; (5) the creative development of, and actual production associated with, premium items, giveaways, promotions, sweepstakes, contests, public relation events, and charitable or nonprofit events; (6) creative development of signage, posters, and individual Oath Pizza restaurant décor items including wall graphics; (7) recognition and awards events and programs including periodic national and regional conventions and meetings; (8) design, establishment, and maintenance of websites, extranets, intranets, search rankings, social media profiles, mobile applications and other digital marketing; (9) retention and payment of personalities engaged as spokespersons, advertising and promotional agencies, endorsement contracts, and other outside advisors including retainer and management fees; (10) sponsorship of sporting, charitable, or similar events; (11) review of locally produced marketing materials; (12) list acquisition and development; (13) association dues; (14) affinity program development; (15) development of third party facilities for the development of local advertising; and (16) public relations and community involvement activities and programs.

We may sell certain advertising materials, merchandise and premium items to you that are developed by the Marketing Fund and the earnings from such sales will be deposited in the Marketing Fund. The Marketing Fund also may be used to pay our reasonable salaries and expenses of our and our affiliates' employees who work on advertising, marketing, public relations materials, programs, activities or promotions prepared, planned or undertaken on behalf of the Marketing Fund and professional fees and administrative costs and overhead that we or our affiliates incur in activities reasonably related to the administration and activities of the Marketing Fund (including accounting fees, legal fees, and interest on monies borrowed by the Marketing Fund). We will not use the Marketing Fund for anything whose sole purpose is the marketing of franchises, however, the System website, public relations activities, community involvement activities and other activities supported by the Marketing Fund may contain information about franchising opportunities.

We do not have an advertising council composed of franchisees to advise us on advertising policies. However, we may seek the advice of Oath Pizza franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Marketing Fund. However, we retain final authority on all programs financed by the Marketing Fund.

We will prepare an annual, unaudited statement of Marketing Fund collections and expenses within 60 days after our fiscal year end and will provide a copy of the statement to all franchisees. We retain the final authority on all programs financed by the Marketing Fund. We have the right to change or dissolve the Marketing Fund at any time. If we disband the Marketing Fund, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to contributors in proportion to their respective Marketing Fund contributions during the preceding 12 month period.

The Marketing Fund (including any earnings on unspent funds) will be used to maximize general public recognition, acceptance, and patronage of Oath Pizza Restaurants. We are not obligated to make Marketing Fund expenditures for you which are equivalent or proportional to your contributions, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Marketing Fund. The Marketing Fund is not a trust and we have no fiduciary obligation in collecting payments, maintaining the bank account, bookkeeping, or disbursement of monies from the Marketing Fund. We did not collect or expend any monies for the Marketing Fund in 2020. (Franchise Agreement, Section 10.3)

Local Store Marketing

You must develop, on an annual basis, a Marketing Plan that we have approved for you, your Restaurant, and your market area. You must comply with all requirements regarding the Marketing Plan, including the use of approved advertising and marketing materials, placement and purchase of advertising and marketing materials and media, search engine optimization activities, and compliance with all promotional recommendations. You must spend for advertising and marketing in your market area (“**Local Store Marketing**”) at least \$1,000 per month. We can increase your required Local Store Marketing expenditure by up to \$1,000 per month (up to a maximum of \$2,000 per month) upon ninety (90) days’ written notice. You must begin conducting Local Store Marketing after the expiration of the Market Introduction Period. Within 30 days after the end of each quarter, you agree to send to us, in the manner we prescribe, an accounting of your Local Store Marketing expenditures during the preceding quarter. If you fail to expend on an annual basis, the required amount, then you must contribute to the Marketing Fund any amounts that you should have expended to reach the local advertising requirement within 30 days after the close of our fiscal year. We must approve all Local Store Marketing as described below. (Franchise Agreement, Section 10.4)

Joint Marketing Programs and Cooperatives

We have the right to establish: (1) co-marketing programs in which we and our franchisees join with suppliers or other third parties to cross-promote goods and services; (2) joint marketing efforts in which multiple franchised and affiliate-owned Oath Pizza restaurants contribute to a specific ad or event; and/or (3) local or regional Cooperatives that pool funds of franchised and affiliate-owned Oath Pizza restaurants on an ongoing basis to jointly promote the Proprietary Marks and the Oath Pizza restaurants of the members. You must participate in each applicable joint marketing program and comply with the rules of the program. The following provisions apply to Cooperatives:

- We have the right to designate any geographic area or set of common characteristics for purposes of establishing a Cooperative. If a Cooperative is applicable to your Restaurant, you must become a member and begin contributing. You will not have to contribute to more than one Cooperative for the same Restaurant at the same time. We (or our affiliates, as the case may be) will become a member of any Cooperative that is applicable to a Restaurant owned by us or our affiliates. The members of the Cooperative will be responsible for administering the Cooperative.
- Each Cooperative will adopt a cooperative agreement governing the organization and operation of the Cooperative, subject to our approval. If the members of the Cooperative do not sign an agreement within a reasonable time, you agree to sign our recommended form of Cooperative Agreement. We reserve the right to change the form of organization, governing documents, and manner of operation of any Cooperative. No changes in the bylaws or other governing documents of a Cooperative may be made without our prior written consent. The governing documents of a Cooperative will be available for your review.
- Each Cooperative will be organized for the exclusive purpose of developing, administering, and executing advertising programs for the members of the Cooperative. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without our prior approval as described below.
- You and each other member of the Cooperative must contribute weekly to the Cooperative up to 50% of your Local Store Marketing expenditure (unless a majority of the Cooperative votes to increase the amount), which amount will result in a corresponding reduction in your Local Store Marketing obligation. The Cooperative will be required to prepare annual financial statements for review by its members.
- We may grant any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, and/or from the obligation to contribute (including a reduction,

deferral or waiver of the contribution), upon written request stating reasons that we deem sufficient to support the exemption. Our decision concerning any request for exemption will be final. If we grant an exemption to a franchisee, the franchisee will be required to spend on Local Store Marketing the amount the franchisee otherwise would have been required to contribute to the Cooperative. (Franchise Agreement, Section 10.5)

Approval Requirement

All advertising and promotion by you and by any Cooperative must be in the type of media and format that we approve, must be conducted in a dignified manner, and must conform to our standards and requirements. You or the Cooperative must submit written samples of all proposed advertising and promotional plans and materials for our approval at least 15 days before their intended use, unless the plans and materials were prepared by us or have been approved by us within the last 12 months. (Franchise Agreement, Section 10.6)

Electronic Marketing and Electronic Communications

We will host and maintain an independent webpage for the Restaurant at an Internet address that we specify. We will provide and maintain this webpage using a standard template. Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any URL, social networking platform, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof) or that promotes any products or services of the Restaurant. The use of any electronic medium constitutes advertising and promotion subject to our approval as described above. You may not transmit or cause any other party to transmit advertisements or solicitations by broadcast media, telephone, e-mail, text message, instant message, social network, VoIP, streaming media, or other electronic media without first obtaining our written consent as to: (1) the content of the advertisements or solicitations; and (2) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form we prescribe. If we approve the use of an electronic medium, our approval will be conditioned on your compliance with any standards and procedures we issue with respect to that type of electronic medium, including the use of any disclaimers, warnings, and other statements that we may prescribe. (Franchise Agreement, Section 10.8)

Pricing and Promotional Activities

To the extent permitted by applicable law, we have the right to establish maximum and/or minimum prices that you must follow for menu items, merchandise, and other products and services sold in the Restaurant. (Franchise Agreement, Section 8.25) You must participate in and comply with the terms of special promotional events and activities that we prescribe for Oath Pizza restaurants generally or in specific geographic areas or for specific types of venues. These events and activities may include value menu, special offer, limited time offer, and other pricing promotions and the featured price(s) may be less than your cost for the promoted item(s). If required by our agreement with a supplier, you may have to purchase a certain amount of products from the supplier in connection with a promotion and you might not be able to use or sell all of the products. You must bear your own costs of participating in these promotional events and activities. You must display promotional signs and materials and otherwise participate in the manner we specify. (Franchise Agreement, Section 10.7)

ITEM 12 TERRITORY

You will not receive an exclusive territory under the Franchise or the Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We will have no obligation to compensate you in connection with any such activities.

Franchise Agreement

Traditional Locations. Each Franchise Agreement is granted for the Restaurant Premises, which is a specific location that we accept. You must operate the Restaurant only at the Premises. During the term of the Franchise Agreement, we will not operate, or grant the right to any other party to operate, an Oath Pizza restaurant at any location within the “**Protected Territory**” designated in your Franchise Agreement. The size of the Protected Territory will vary depending on, among other things, the location in which you wish to operate the Restaurant. Typically, the Protected Territory will be set as a radius around the Premises. The perimeters of the Protected Territory may be described by specific street boundaries,

county lines, state lines, municipal boundaries, railroad tracks, or other similar boundary descriptions. Factors that we will use in order to determine the Protected Territory include demographics, population density and number of households in the area, the growth profile of the populations within the area, the competitive environment in that market, and other factors that we will take into account.

We and our affiliates reserve all rights that are not expressly granted to you under the Franchise Agreement. Among other things, we and our affiliates have the sole right to do any or all of the following (notwithstanding proximity to your Protected Territory or Restaurant or their actual or threatened impact on sales at your Restaurant): (1) operate or license others to operate at any location, during or after the term of the Franchise Agreement, any type of restaurant other than Oath Pizza restaurants; (2) operate or license others to operate, during the term of the Franchise Agreement, Oath Pizza restaurants at any location other than in the Protected Territory; (3) operate or license others to operate, after the Franchise Agreement terminates or expires, Oath Pizza restaurants at any location, including within the Protected Territory or at the Premises; (4) merchandise and distribute goods and services identified by the Proprietary Marks at any location through any other method or channel of distribution, whether such channel of distribution is now in existence or is hereafter developed and whether at retail or wholesale including, without limitation, sales through catalogs, e-commerce, mail order, carts or kiosks, ghost or virtual kitchens, mass merchandise, supermarkets, restaurants, institutional customers, club stores and any other outlet or method of distribution, pursuant to any terms and conditions as we may deem appropriate; (5) operate or license others to operate Oath Pizza restaurants at any Nontraditional Location inside or outside the Protected Territory; (6) develop and own other franchise systems for the same or similar products and services using trade names and trademarks other than the Proprietary Marks; and (7) purchase, be purchased by, merge or combine with, businesses that directly compete with Oath Pizza restaurants. We and our affiliates do not currently operate or franchise or have any plans to operate or franchise a business under a different trademark that will sell goods or services similar to those offered by Oath Pizza restaurants.

Continuation of your Protected Territory does not depend on the achievement of a certain sales volume, market penetration or other contingency. There are no circumstances that would permit us to modify your Protected Territory during the initial term of the Franchise Agreement.

Nontraditional Locations. You will not receive a Protected Territory if you operate your Restaurant from a Nontraditional Location. You will operate your Restaurant at the location specified in Exhibit 1 to the Nontraditional Location Addendum to the Franchise Agreement, and the Premises will occupy the physical area indicated on the floor plan attached to the Nontraditional Location Addendum. We reserve all rights to use and license the Proprietary Marks and the System other than those expressly granted under the Franchise Agreement and Nontraditional Location Addendum, including the right to operate or license others to operate Oath Pizza restaurants at locations that directly or indirectly compete with your Restaurant.

Relocation. You may not relocate the Restaurant without our prior written approval. We will base our review of your request on a variety of factors, including population density, the proximity of other Oath Pizza restaurants and other relevant demographic factors. If we approve a relocation of the Restaurant, you must pay a relocation fee in the amount of 35% of the sum of our then-current application fee and initial franchise fee.

Alternative Channels of Distribution. You receive the right to sell food and beverage items at retail to the public for carryout and/or consumption on the Premises. The Franchise Agreement does not authorize you to sell products through other channels of distribution, such as the Internet, catalog sales, or telemarketing, or other direct marketing efforts. We may permit you to advertise the Restaurant through the Internet and other electronic means, but we have the right to approve and control any electronic, mobile or Internet presence that uses or displays any of our Proprietary Marks.

Development Agreement

During the term of the Development Agreement, we and our affiliates will not operate, or license others to operate, any new Oath Pizza restaurants in your Development Area, provided that you are in compliance with the terms of the Development Agreement and any other agreements with us and our affiliates and you are current on all obligations due to us and our affiliates. However, we may operate, and license others to operate, Oath Pizza restaurants in the Development Area that are open and operating or under development when you sign the Development Agreement. We reserve the same rights in your Development Area as we do in your Protected Territory as described above. The procedures described above with respect to the designation of a Protected Territory under your Franchise Agreement will apply to each Oath Pizza restaurant that you develop under the Development Agreement.

Rights of First Refusal

We do not grant you any options, rights of first refusal, or similar rights to acquire additional franchises under either the Franchise Agreement or the Development Agreement.

* * * * *

We and our affiliates do not currently have any plans to operate, or offer franchises for, a business under a different trademark that will sell goods or services similar to those that are offered at Oath Pizza restaurants.

ITEM 13 TRADEMARKS

We grant you a non-exclusive license to use the Proprietary Marks during the term of the Franchise Agreement. We may also authorize you to use other current or future Proprietary Marks to operate your Restaurant. By Proprietary Marks, we mean trade names, trademarks, service marks and logos we use to identify Oath Pizza Restaurants and the products sold in them. Our parent, NOP, is the owner of the Proprietary Marks. NOP has registered the following mark with the United States Patent and Trademark Office (“USPTO”) on the Principal Register:

Mark	Registration Date	Registration Number
	August 7, 2018	5,535,616
OATH PIZZA	December 18, 2018	5,631,039

NOP intends to file all required affidavits and renewals for the Proprietary Marks listed above.

NOP has granted us the exclusive right to use and permit our franchisees to use the Proprietary Marks under a License Agreement. NOP has the right to terminate the License Agreement if we commit a breach of the License Agreement. In that event, NOP will have the right to assume our obligations under your Franchise Agreement. There are no other agreements that limit our right to license the Proprietary Marks to you under the Franchise Agreement.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the principal mark, nor any pending infringement, opposition, or cancellation proceedings or material litigation involving the Proprietary Marks. We are not aware of any infringing uses that could materially affect your use of the Proprietary Marks. There are no agreements that limit our rights to use or license the use of the Proprietary Marks and we are not aware of any superior rights that could affect your use of the Proprietary Marks.

You must notify us of any unauthorized use of the Proprietary Marks. You must also notify us of any challenge to the validity of, or the right to use, any of the Proprietary Marks. We have the right to control any administrative proceeding or litigation that involves the Proprietary Marks. This right includes the right to settle any of those disputes. We may, but are not required to, try to stop other people from using the Proprietary Marks.

We will defend you against any infringement claims that arise from your use of the Proprietary Marks or the Works (as defined in Item 14) at our expense, including the cost of any judgment or settlement, if your use of the Proprietary Marks and the Works complied with the Franchise Agreement, but at your expense if your use of the Proprietary Marks and the Works did not comply with the Franchise Agreement. You must assist us in any action we take to protect the Proprietary Marks. Unless this action results from your inappropriate use of the Proprietary Marks, we will reimburse you for your out-of-pocket costs in assisting us.

You must follow our rules when you use the Proprietary Marks. You may not use any of the Proprietary Marks as part of your corporate name, Internet domain name, or e-mail address, or with

modifying words, designs or symbols. You may not use the Proprietary Marks for the sale of an unauthorized product or in any other manner not authorized by the Franchise Agreement.

We can modify the Proprietary Marks and/or substitute different marks for use in identifying Oath Pizza restaurants and the System. You must promptly implement any modification or substitution at your own cost and expense. We will have no obligation or liability to you as a result of the modification or substitution.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

No patents are material to the operation of your Restaurant.

Copyrights

We and our affiliates claim copyright protection for certain proprietary materials (the “**Works**”), which include, but are not limited to, the Manual, training materials, advertisements, promotional materials, labels, menus, posters, coupons, gift certificates, signs, websites, store designs, and prototype plans and specifications. Neither we nor our affiliates have registered the copyrights in any of the Works but we are not required to do so. You can use the Works only for the purpose of developing and operating your Restaurant. You must notify us of any unauthorized use of the Works. You must also notify us of any challenge to the validity of, or the right to use, any of the Works. We have the right to control any administrative proceeding or litigation that involves the Works. This right includes the right to settle any of those disputes. We may, but are not required to, try to stop other people from using the Works.

We claim proprietary rights in certain menu items associated with Oath Pizza restaurants including our proprietary recipes. We protect the recipes and manufacturing processes for these items as trade secrets.

There are no currently effective determinations of the United States Copyright Office or any court involving the Works, nor any pending infringement, proceedings or material litigation involving the Works. We are not aware of any infringing uses that could materially affect your use of the Works. There are no agreements that limit our rights to use or license the use of the Works and we are not aware of any superior rights that could affect your use of the Works.

If you prepare any adaptation, translation or work derived from the Works, including, but not limited to, advertisements, promotional materials, labels, posters, or websites, whether or not such adaptation was authorized by us, you agree that such material will be our property and you will assign all your right, title and interest therein to us (or to a third party designated by us). You agree to execute any documents, in recordable form, which we deem necessary to reflect or perfect such ownership. You must submit all such adaptation, translation or derivative works to us for approval prior to use. We reserve the right to modify or require you to discontinue use of any of the Works and/or to substitute different copyrighted materials. When required by us, you must promptly discontinue use of designated Works or implement any modification or substitution at your own cost and expense. We will have no obligation or liability to you as a result of such modification or substitution.

The Manual and Confidential Information

We will loan you one copy of, or electronic access to, the Manual, which contains information and knowledge that is unique, necessary and material to the System. The Manual contains detailed standards, specifications, instructions, requirements, methods and procedures for management and operation of the Restaurant. The Manual also may relate to the selection, purchase, storage, preparation, packaging, ingredients, recipes, service and sale of all products and beverages sold at the Restaurant; management and employee training; marketing, advertising and sales promotions; maintenance and repair of the Restaurant building, grounds, equipment, graphics, signs, interior and exterior decor items, fixtures and furnishings; employee dress attire and appearance standards; menu concept and graphics; and accounting, bookkeeping, records retention and other business systems, procedures and operations. You must at all times operate the Restaurant in strict conformity with the Manual; maintain the Manual at the Restaurant; not reproduce the Manual or any part of it; and treat the Manual as confidential and proprietary, and; disclose the contents of the Manual only to your employees who have signed a confidentiality agreement and who have a demonstrated need to know the information contained in the Manual.

At our request, you must require your employees, landlord, contractors, and any other person to whom you wish to disclose any of our confidential information to agree in writing not to disclose that information to others or to use it for their own benefit. We must approve these agreements.

Innovations.

All products, services, concepts, methods, techniques, and/or new information relevant to your operation of your Oath Pizza business (together, "Innovations"), 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. All such Innovations will be deemed to be our sole and exclusive property and works made-for-hire for us. You and each of your owners agree to: (1) sign the assignment and/or other documents we request in order to implement this in order to evidence our ownership; (2) cause your employees and contractors to sign such assignment documents as we may request for this purpose; and (3) assist us in securing intellectual property rights in such Innovations.

Customer Data

We claim ownership of the customer data you obtain during the operation of your Restaurant. This includes all databases (whether in print or electronic form) including names, addresses, phone numbers, e-mail addresses and customer purchase data. We reserve the right to use or transfer these records as we deem appropriate and to provide the information to our affiliates. Furthermore, we reserve the right to contact customers of the Restaurant, as well as your employees, suppliers and other service providers, for purposes of conducting quality control, market research and for other business reasons as we deem appropriate.

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

You must designate one of your owners as your Operating Principal who will be the person with whom we communicate and who will have the authority to bind you with respect to all financial, operational and legal matters related to the Restaurant and the Franchise Agreement. We do not require your Operating Principal to participate personally in the direct operation of the Restaurant; however, the Operating Principal may also serve as your General Manager and/or your Multi-Unit Manager (as defined below). You must designate a replacement within 30 days after your Operating Principal leaves his or her position.

If you or your affiliates own or control more than one Oath Pizza restaurant and your Operating Principal devotes less than full time to supervising the operation of the restaurants, you must designate and retain an individual to serve as your Multi-Unit Manager who will devote full time and best efforts to supervising the operation of your Oath Pizza Restaurants. You must obtain our approval before designating anyone to serve as a Multi-Unit Manager. You must designate a replacement within 30 days after your Multi-Unit Manager leaves his or her position. We may reject any proposed Multi-Unit Manager who does not have significant experience in the multi-unit restaurant business.

For each Restaurant, you must designate one General Manager (who may also serve as your Operating Principal) that we have approved who will supervise the day-to-day operation of the Restaurant.

We do not require the Multi-Unit Manager or General Manager to have an equity ownership interest in your company.

Each Operating Principal, Multi-Unit Manager, and General Manager must successfully complete our management training program (see Item 11). We may require that these employees, among others, sign an agreement with you not to compete with Oath Pizza restaurants for a period after their employment with you. We may also require that you have them sign an agreement not to reveal confidential information they obtain in the course of their employment with you. These agreements must be in a form we approve and specifically identify us as a third party beneficiary with the independent right to enforce the agreement. See Items 14 and 17 for further information.

If you are any type of business entity other than a sole proprietorship, we and you will identify a "Control Group." The members of the Control Group will be listed in an exhibit to the Franchise Agreement and the Development Agreement, and you must notify us of any change in the Control Group.

Your Operating Principal must be a member of your Control Group. Each member of the Control Group and each person who holds a legal or beneficial interest in you of 10% or more is bound by the confidentiality and non-competition restrictions described in Item 17 and they, and their spouse (if applicable), must sign a guarantee assuming and agreeing to discharge all of your obligations to us unless we waive or modify this requirement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale in each Restaurant all products and services that we designate as required items. You may also offer for sale any optional items and services that we have approved for sale in an Oath Pizza restaurant. You may not offer or sell any products or services not listed without obtaining our prior written consent. You must sell products only in the weights, sizes, forms, and packages that we have approved. You must cease selling or offering for sale any products or services that we disapprove at any time. We may change the types of authorized products and services, and there are no limits on our right to make changes.

You must participate in promotional activities that we require generally for Oath Pizza restaurants in the System. If we require that you conduct any promotional activities, you will bear your own costs of conducting these activities.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement (FA), Nontraditional Location Addendum (NLA), or Development Agreement (DA)	Summary
a.Length of the franchise term	FA: 2.2 NLA: 3 DA: 7.1	FA: 10 years following the effective date of the Franchise Agreement. For a Nontraditional Location, the Agreement terminates automatically upon termination or expiration of your contract to provide foodservice at the facility or 60 days after you provide written notice to us if your client at facility has instructed you in writing to cease operating the Restaurant. DA: The term expires on the earlier of the opening date or the opening deadline for the last Restaurant you commit to develop in the Development Schedule.
b.Renewal or extension of the term	FA: 18.1 NLA: Not Applicable DA: Not Applicable	FA: Provided we are still franchising and have not made a decision to withdraw from the geographic market of the Restaurant, and if you are in good standing, you can renew the franchise for two 5-year terms.

Provision	Section in Franchise Agreement (FA), Nontraditional Location Addendum (NLA), or Development Agreement (DA)	Summary
c. Requirements for you to renew or extend	FA: 18.3 & 18.4 NLA: Not Applicable DA: Not Applicable	FA: Provide written notice of intent to renew; be in compliance with other agreements with us; demonstrate right to remain in possession of the Premises; agree to renovate the Restaurant; meet our standards for new franchisees; sign renewal franchise agreement, sign general release (subject to state law) and pay \$5,000 renewal franchise fee. The renewal franchise agreement may contain terms that are materially different from your expiring Franchise Agreement, such as different fee requirements, but will not include an initial franchise fee.
d. Termination by you	Not Applicable	Subject to state law, you may not terminate either the Franchise Agreement or Development Agreement.
e. Termination by us without cause	Not Applicable	We may not terminate either the Franchise Agreement or the Development Agreement without
f. Termination by us with cause	FA: 19 NLA: Not Applicable DA: 7.2 - 7.4	We may terminate the Franchise Agreement and the Development Agreement only if you or your owners commit any one of several violations. In addition to our right to terminate the Development Agreement, we may (1) temporarily suspend your rights to develop additional Oath Pizza restaurants in any part of the Development Area; (2) reduce the size of the Development Area; or (3) extend the Development Schedule.
g. "Cause" defined - defaults which can be cured	FA: 19.4 NLA: Not Applicable DA: 7.2 – 7.6	FA: You have five days to cure non-payment of fees or non-submission of reports and 30 days to cure other defaults, except for those described in h. below. DA: You have five days to cure non-payment of fees and 30 days to cure other defaults, except for those described in h. below.
h. "Cause" defined - noncurable defaults	FA: 19.1 and 19.2 NLA: Not Applicable DA: 7.2 and 7.3	FA: Non-curable defaults: insolvency, bankruptcy; failure to complete training; failure to timely identify a site and open the Restaurant; abandonment; loss of possession of the Premises; default on material indebtedness; commission of felony; threat to public safety; unapproved transfers; operating a Competing Business (see q. below); disclosure of trade secrets; filing false reports; repeated defaults even if cured; default of any other agreements between you or your affiliates and us or our affiliates, which includes the Development Agreement; and others. DA: Non-curable defaults: failure to meet your development obligations; disclosures of trade secrets; operating a Competing Business; unauthorized transfer; material misrepresentation; filing false reports; conviction of felony; termination of any franchise agreement between you or your affiliates and us or our affiliates; and others.

Provision	Section in Franchise Agreement (FA), Nontraditional Location Addendum (NLA), or Development Agreement (DA)	Summary
i. Your obligations on termination/ non-renewal	FA: 20 NLA: Not Applicable DA: 7.5	FA: Obligations include closing the Restaurant, de-identifying the Premises; paying amounts due and early termination damages (if applicable) and return our proprietary materials (also see o. and r. below). DA: no further right to develop Restaurants.
j. Assignment of contract by us	FA: 16.1 NLA: Not Applicable DA: 6.1	There are no restrictions on our right to assign.
k. "Transfer" by you – definition	FA: 16.2 NLA: Not Applicable DA: 6.2	Restrictions apply to transfer of any direct or indirect interest in the Agreement, in you (if you are a corporation or other entity), or in substantially all of the assets of the Restaurant.
l. Our approval of transfer by you	FA: 16.2 NLA: Not Applicable DA: 6.2	We have the right to approve all transfers.
m. Conditions for our approval of transfer	FA: 16.4 NLA: Not Applicable DA: 6.4	FA: Transferee qualified; accrued fees paid; no default exists; sales price reasonable; transferee signs new agreement; training arranged and transfer training fee paid; transferee agrees to upgrade and remodel the Restaurant; you sign release (subject to state law) and pay transfer fee. DA: Transferee qualified; accrued fees paid; no default exists; sales price reasonable; transferee signs new agreement; you sign release and pay
n. Our right of first refusal to acquire your business	FA: 16.2 NLA: Not Applicable DA: 6.3	We have the right to match any offer.
o. Our option to purchase your business	FA: 20.2 NLA: Not Applicable DA: Not Applicable	Upon expiration or termination of the Franchise Agreement, we can take assignment of your lease and purchase the Restaurant assets.
p. Your death or disability	FA: 16.6 NLA: Not Applicable DA: 6.6	FA & DA: Executor or personal representative must request our consent to assign your interest to approved party within three months and the interest must be transferred within six months. FA: If the deceased or incapacitated person is the Operating Principal, we have the right to manage operation of the Restaurant until the transfer is completed. If we exercise this right, we can charge a reasonable management fee for our services.
q. Non-competition covenants during the term of the franchise	FA: 15.2 NLA: Not Applicable DA: 5.2	Subject to state law, no diverting customers to a Competing Business and no involvement in a Competing Business defined as restaurant business: (1) that has pizza as a primary menu item (i.e., sales of pizza comprise at least 20% of sales or that offers any individual menu item that comprises at least 20% of sales at Oath Pizza restaurants; or (2) whose method of operation or trade dress is similar to that employed in the System.

Provision	Section in Franchise Agreement (FA), Nontraditional Location Addendum (NLA), or Development Agreement (DA)	Summary
r. Non-competition covenants after the franchise is terminated or expires	FA: 15.2 NLA: Not Applicable DA: 5.2	Subject to state law: FA: No involvement with any Competing Business for two years within five miles of the Premises or within five miles of any other Oath Pizza restaurant. DA: No involvement with Competing Business for two years within the Development Area, within five miles of the border of the Development Area or within five miles of any other Oath Pizza restaurant.
s. Modification of the agreement	FA: 25 NLA: Not Applicable DA: 12	No modification generally without signed agreement, but we may modify the System and the Manual.
t. Integration/merger clause	FA: 25 NLA: Not Applicable DA: 12	Only the terms of the Franchise Agreement and Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document, Franchise Agreement and Development Agreement may not be enforceable. Nothing in the agreements or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	FA: 26.2 NLA: Not Applicable DA: 13.2	Subject to state law, all claims brought by you must be filed in the jurisdiction where we have our principal place of business, which is currently Claymont, Delaware. We may file suit in the federal or state court located in the jurisdiction where our principal offices are located at the time of suit, in the jurisdiction where you reside or do business, where the Restaurant is or was located, or where the claim
w. Choice of law	FA: 26.1 NLA: Not Applicable DA: 13.1	Subject to state law, the laws of Delaware apply.

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchises.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

TABLE 1
2021 REVENUE AND SELECT EXPENSES OF SIX CORPORATE RESTAURANTS
OPEN FOR THE ENTIRETY OF THE YEAR

This table sets forth historical revenue and certain operating expense information of the six Corporate Restaurants that were open during the entire 2021 calendar year and excludes one Corporate Restaurant that is only open on a seasonal basis. The Corporate Restaurants reflected in this financial performance representation offer products and services and operate in a manner that is substantially similar to the Restaurants that you will operate and range in size from 1,045 to 2,530 square feet.

2021 Performance	Average	Median	Range	# & % That Met or exceeded Average
Gross Sales	\$893,434	\$933,523	\$652,320-\$1,123,696	3/50%
Cost of Goods Sold	29%	29%	27-31%	
Labor Costs	24%	25%	20-29%	

TABLE 2
2021 SERVICE MIX OF SIX CORPORATE RESTAURANTS
THAT WERE OPEN FOR THE ENTIRETY OF THE YEAR

This table shows the dine-in to delivery and take out service mix for the six Corporate Restaurants that were open during the entire 2021 calendar year and excludes one Corporate Restaurant that is only open on a seasonal basis.

Type of Service	Percentage of Annual Gross Sales
Dine-In	10%
Take Out	51%
Delivery	39%

TABLE 3
2021 REVENUE AND SELECT EXPENSES OF ONE FRANCHISED RESTAURANT
THAT WAS OPEN FOR THE ENTIRETY OF THE YEAR

This table sets forth historical revenue of one Franchised Oath Pizza restaurant that was open at a Non-Traditional Location during the entire 2021 calendar year. We have not included the financial performance of the 22 franchised restaurants operated by a contract foodservice provider at Nontraditional Locations because the restaurants are not similar to the Oath Pizza restaurants that you will operate.

2021 Gross Sales	\$295,645
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NOTES

1. "Gross Sales" means the aggregate amount of all revenues generated from the sale of all products and services sold and all other income of every kind related to the Restaurant, whether for cash or credit (and regardless of collection in the case of credit), whether from sales on the Premises, by delivery, from catering, or at wholesale (whether the sales method is permitted or not). We compiled the Gross Sales of the Corporate Restaurants on the basis of generally accepted accounting principles. The information presented is unaudited. All Corporate Restaurants use the same accounting methods and system.

2. Cost of Goods Sold consists of the cost of food, beverages, alcohol, and paper goods. The percentage was calculated by dividing the amount expended on food, beverages, alcohol, and paper goods by the Gross Sales of the Corporate Restaurants.
3. Labor Costs includes amounts paid to employee and management personnel as well as payroll taxes and benefits. The Labor percentage was calculated by dividing the amount expended on Labor by the Gross Sales of the Corporate Restaurants. Labor costs vary widely depending on many factors. Your labor costs will be affected by the amount of vacation time and vacation pay that you provide to your employees, the rate of employee turnover, the local labor market, applicable minimum or "living" wage laws and health or other mandated benefits, and your control over costs. The cost of workers compensation insurance will vary depending on various factors, including the type and amount of coverage you provide, loss experience, the total number of employees covered and the requirements of applicable laws or regulations.
4. We have not included operating costs and expenses other than costs of goods sold and labor costs for the Corporate Restaurants. Therefore, this financial performance representation does not reflect the other costs and expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. We recommend that you make your own independent investigation of the costs and expenses you will incur in operating an Oath Pizza Restaurant to determine whether or not a Restaurant operated by you may be profitable. You should consult with an attorney and other advisors before signing the Franchise Agreement.
5. The additional expenses a Franchised Restaurant would incur based on the Average Gross Sales of the Corporate Restaurants identified in Table 1 include \$44,671 in annual Royalty Fees, \$22,335 in annual Marketing Fund Contributions and \$2,000 in annual Technology Fees.

Some Oath Pizza Restaurants have sold this much. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation of the data used in preparing this financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations 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 Oath Pizza Restaurant, however, we may provide you with the actual records of that Restaurant. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Drew Kellogg, our President and Chief Executive Officer of Oath Franchising, LLC 2093 Philadelphia Pike #2554, Claymont, Delaware 19703 or 410-253-1198, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
Systemwide Outlet Summary
For Years 2019 to 2021***

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Restaurants	2019	37	55	+18
	2020	55	44	-11
	2021	44	23**	-21
Corporate Restaurants	2019	12	12	0
	2020	12	9	-3

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Restaurants	2019	37	55	+18
	2020	55	44	-11
	2021	44	23**	-21
Corporate Restaurants	2019	12	12	0
	2021	9	7	-2
Total	2019	49	67	+18
	2020	67	53	-14
	2021	53	30	-23

* As of our fiscal year end.

** 18 Franchised Restaurants in Nontraditional Locations temporarily closed in 2020 due to the coronavirus pandemic and elected to permanently close in 2021.

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2019 to 2021*

State	Year	Number of Transfers
Total	2019	0
	2020	0
	2021	0

* As of our fiscal year end. States not listed had no activity to report.

Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
AL	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	3	0
	2021	0	0	0	0	0	0	0
AR	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
AZ	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
IL	2019	0	2	0	0	0	0	2
	2020	2	0	0	0	0	1	1
	2021	1	0	0	0	0	0	1
IN	2019	0	6	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	1	5
MA	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	1	1
	2021	1	0	0	0	0	1	0
MD	2019	0	1	0	0	0	1	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
ME	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
MI	2019	3	3	0	0	0	0	6
	2020	6	0	0	0	0	3	3
	2021	3	0	0	0	0	2	1
MN	2019	5	1	0	0	0	0	6
	2020	6	0	0	0	0	2	4
	2021	4	0	0	0	0	0	4
MS	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	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 the Year
NC	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
NJ	2019	3	2	0	0	0	1	4
	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	3	2
NY	2019	1	0	0	0	0	1	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
OH	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	1	1
	2021	1	0	0	0	0	0	1
PA	2019	12	3	0	0	0	2	13
	2020	13	1	0	0	0	2	12
	2021	12	0	0	0	0	11	1
SC	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
TX	2019	2	3	0	0	0	0	5
	2020	5	0	0	0	0	2	3
	2021	3	0	0	0	0	3	0
VA	2019	1	0	0	0	0	1	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
WA	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Total	2019	37	24	0	0	0	6	55
	2020	55	5	0	0	0	16	44
	2021	44	0	0	0	0	21	23

* As of fiscal year end. States not listed had no activity to report.

Table No. 4
Status of Affiliate-Owned Outlets
For Years 2019 to 2021*

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
DC	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	1	0	0
MA	2019	7	0	0	0	0	7
	2020	7	0	0	2	0	5*
	2021	5	0	0	1	0	4
NY	2019	2	0	0	0	0	2
	2020	2	0	0	1	0	1
	2021	1	0	0	0	0	1
PA	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
VA	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Total	2019	12	0	0	0	0	12
	2020	12	0	0	3	0	9
	2021	9	0	0	2	0	7

* As of our fiscal year end. States not listed had no activity to report. One Restaurant in Massachusetts operates on a seasonal basis in the summer.

Table No. 5
Projected Openings as of January 2, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Affiliate-Owned Outlets in the next Fiscal Year
CA	0	2	0
CT	0	0	2
MA	0	0	1
WA	0	1	0
Total	0	3	3

Exhibit H lists our current franchisees and franchisees who had an outlet terminated, transferred cancelled, not renewed, cease to operate or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who have not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We do not have any franchisees during the last three fiscal years who have signed confidentiality clauses restricting their ability to talk about their experience with the System.

There are no trademark-specific franchisee organization associated with the franchise system offered in this Franchise Disclosure Document and no independent franchisee organization has asked to be included in this Franchise Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Exhibit E contains our audited financial statements for the years ending January 2, 2022, January 3, 2021, and December 29, 2019. Since we have not been in operation for three years, we do not have three years of audited financial statements to include in this disclosure document. Our fiscal year ends on the Sunday nearest to the last day of December of each year.

ITEM 22
CONTRACTS

Attached as Exhibits to this disclosure document are the following contracts:

Exhibit A	Development Agreement
Exhibit B	Franchise Agreement
Exhibit C	Nontraditional Location Addendum

ITEM 23
RECEIPTS

Two copies of a receipt form appear at the end of this disclosure document. Please fill out and sign both receipts, return one copy to us and keep the other for your records.

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF CALIFORNIA**

1. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE 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 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.

SEE THE COVER PAGE OF THE DISCLOSURE DOCUMENT FOR OUR URL ADDRESS. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

2. **Item 3. Additional Disclosure.** The following statement is added to Item 3:

Neither we nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such parties from membership in such association or exchange.

3. **Item 6. Additional Disclosure.** The following statement is added to Item 6:

The maximum interest rate permitted in California is 10% per annum.

4. **Item 17. Additional Disclosures.** The following statements are added to Item 17:

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

The franchise agreements provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.*).

The franchise agreements contain a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

The franchise agreements provide for the application of the laws of Delaware. This provision may not be enforceable under California law.

The franchise agreements contain a choice of forum provision. This provision may not be enforceable under California law.

The franchise agreements contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must sign a general release when you execute the franchise agreement and if you transfer your franchise or development rights (if applicable) or execute a renewal franchise agreement. These provisions may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES

REQUIRED BY THE STATE OF ILLINOIS

1. **Risk Factors, Cover Page.** The following statement is added at the end of the first risk factor on the State Cover Page:

SECTION 4 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT PROVIDES THAT ANY PROVISION IN A FRANCHISE AGREEMENT THAT 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.

The following statement is added at the end of the second risk factor on the State Cover Page:

NOTWITHSTANDING THE FOREGOING, ILLINOIS LAW SHALL GOVERN THE FRANCHISE AGREEMENT.

The following statement is added as an additional risk factor on the State Cover Page:

YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS.

2. **Item 17, Additional Disclosures.** The following statements are added to Item 17:

Any provision in the Franchise Agreement or Development Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action that is otherwise enforceable in Illinois. In addition, Illinois law will govern the Franchise Agreement and Development Agreement.

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.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures.

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF MARYLAND

1. **Item 5, Initial Fees.** The following is added to the end of Item 5:

Fee Deferral

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until we complete our pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments owed by developers shall be deferred until the first Restaurant under the Development Agreement opens.

2. **Item 17, Additional Disclosures.** The following statements are added to Item 17:

Any provision requiring you to sign a general release of claims against us as a condition of renewal or transfer, does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.*).

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MICHIGAN**

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 on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee 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 a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration, of the franchisee's 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 subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise 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 the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (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 the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a 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 this subdivision 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 the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT THAT THERE IS A NOTICE OF THIS DISCLOSURE ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding these Additional Disclosures shall be directed to the Department of the Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7717.

*** NOTE: NOTWITHSTANDING PARAGRAPH (f) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (f) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.**

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA**

1. **Notice of Termination.** The following statement is added to Item 17:

With respect to licenses governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, 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 agreements.

2. **Choice of Forum and Law.** The following statement is added to the cover page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. **General Release.** The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

4. **Waiver of Right to Jury Trial or Termination Penalties:** The following statement is added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar an exclusive arbitration clause.

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF NEW YORK**

1. **State Cover Page.** 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.

2. **Item 3. Additional Disclosure.** The following is added to 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:

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 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. **Item 4. Additional Disclosure.** The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. **Item 5: Initial Fees.** The following is added to the end of Item 5:

The application fee and initial franchise fee constitute part of our general operating funds and will be used as such in our discretion.

5. **Item 7: Renewal, Termination, Transfer and Dispute Resolution**

A. 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.

B. 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.

C. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

D. 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.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, are met independently without reference to these Additional Disclosures.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURE REQUIRED BY THE STATE OF RHODE ISLAND

Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to this Additional Disclosure.

EXHIBIT A
DEVELOPMENT AGREEMENT

EXHIBIT B
FRANCHISE AGREEMENT

EXHIBIT C
NONTRADITIONAL LOCATION ADDENDUM

EXHIBIT D
MANUAL TABLE OF CONTENTS

EXHIBIT E
FINANCIAL STATEMENTS

EXHIBIT F

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222</p>
<p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by 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. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	NEW YORK New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue 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 Director of the Securities Regulation 124 South Euclid Avenue, 2 nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, Michigan 48913 (517) 335-7567	WASHINGTON Director of Department of Financial Institutions Securities Division – 3 rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT G
STATE SPECIFIC ADDENDA TO AGREEMENTS

**Illinois
Maryland
Minnesota
New York
Rhode Island
Washington**

EXHIBIT H
LIST OF FRANCHISEES

EXHIBIT I
STATE EFFECTIVE DATES

State Effective Dates

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

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

STATES	EFFECTIVE DATE
Michigan	March 29, 2022

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 J

RECEIPTS

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 Oath Franchising, LLC offers you a franchise, Oath Franchising, LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Oath Franchising, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that Oath Franchising, LLC gives you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Michigan requires that Oath Franchising, LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Oath 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 F.

The franchisor is Oath Franchising, LLC, located at 2093 Philadelphia Pike #2554, Claymont, Delaware 19703. Its telephone number is 410-253-1198.

The issuance date of this Franchise Disclosure Document is March 29, 2022, as amended February 3, 2023.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Drew Kellogg, President and Chief Executive Officer, and Dave Jamieson, Vice President of Operations, Oath Franchising, LLC, 2093 Philadelphia Pike #2554, Claymont, Delaware 19703, 410-253-1198; Gary Occhiogrosso, Franchise Growth Solutions, 700-76 Broadway #108, Westwood, NJ 07675, (917) 991-2465; and Aimee Kirvan, Kirvan Consulting LLC, 3 Glen Burnie Ct., Sicklerville, NJ 08081, (856) 534-6727.

Oath Franchising, LLC authorizes the respective state agencies identified on Exhibit F to receive service of process of it in the particular state.

I have received a Franchise Disclosure Document dated March 29, 2022, as amended February 3, 2023, that included the following exhibits:

- A. Area Development Agreement
- B. Franchise Agreement
- C. Nontraditional Location Addendum
- D. Manual Table of Contents
- E. Financial Statements
- F. List of State Administrators and Agents for Service of Process
- G. State Specific Addenda
- H. List of Franchisees
- I. State Effective Dates
- J. Receipts

Date Received

Prospective Franchisee

Name (please print)

Address: _____

Please sign this copy of the receipt, date your signature, return the signed receipt to Drew Kellogg, our President and Chief Executive Officer at 2093 Philadelphia Pike #2554, Claymont, Delaware 19703 or drew@oathpizza.com.

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 Oath Franchising, LLC offers you a franchise, Oath Franchising, LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that Oath Franchising, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that Oath Franchising, LLC gives you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Michigan requires that Oath Franchising, LLC gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Oath 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 F.

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Oath Franchising, LLC authorizes the respective state agencies identified on Exhibit F to receive service of process of it in the particular state.

I have received a Franchise Disclosure Document dated March 29, 2022, as amended February 3, 2023, that included the following exhibits:

- A. Area Development Agreement
- B. Franchise Agreement
- C. Nontraditional Location Addendum
- D. Manual Table of Contents
- E. Financial Statements
- F. List of State Administrators and Agents for Service of Process
- G. State Specific Addenda
- H. List of Franchisees
- I. State Effective Dates
- J. Receipts

Date Received

Prospective Franchisee

Name (please print)

Address: _____

Please sign this copy of the receipt, date your signature and retain the signed Receipt for your records.