

# FRANCHISE DISCLOSURE DOCUMENT

**Thomas Restaurants, LLC**  
A Wisconsin limited liability company  
DBA Tomaso's

**W63N688 Washington Avenue**  
**Cedarburg, WI 53012**  
**262/377-7630**  
**[www.tomasoscedarburg.com](http://www.tomasoscedarburg.com)**

You will operate a business selling **pizza and certain Italian and other style food products**. You will provide these services to consumers, operating under the Marks and using the System.

The total investment necessary to begin the operation of a Tomaso's franchise is \$50,000.00 PLUS whatever amount is required to construct the location described in the franchise agreement. This includes \$50,000.00 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact {ContactName} at W63 N688 Washington Avenue, Cedarburg, WI 53012 and 262/377-7630.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts 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, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call Wisconsin agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: May 9, 2025

## STATE COVER PAGE

### 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
<b>How much can I earn?</b>	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 C-1.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or EXHIBIT A-1 includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Tomasos business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be Thomas Restaurants, LLC franchisee?</b>	Item 20 or EXHIBIT C-1 lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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**

Wisconsin 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 Wisconsin has a registration requirement, or to contact Wisconsin, use the agency information in EXHIBIT E-1.

Wisconsin 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 the franchisor by mediation, arbitration and/or litigation only in Wisconsin. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Wisconsin than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether Wisconsin requires other risks to be highlighted.

# Table of Contents

ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES .....	7
ITEM 2. BUSINESS EXPERIENCE.....	8
ITEM 3. LITIGATION .....	8
ITEM 4. BANKRUPTCY .....	8
ITEM 5. INITIAL FEES .....	9
ITEM 7. ESTIMATED INITIAL INVESTMENT.....	10
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	15
ITEM 9. FRANCHISEE'S OBLIGATIONS.....	16
ITEM 10. FINANCING .....	17
ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	17
ITEM 12. TERRITORY.....	20
ITEM 13. TRADEMARKS.....	21
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION .....	22
ITEM 15. OBLIGATION TO PARTICIPATE IN THE OPERATION OF THE FRANCHISED BUSINESS.....	23
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	24
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....	24
ITEM 18. PUBLIC FIGURES .....	27
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	27
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION.....	27
ITEM 21. FINANCIAL STATEMENTS .....	28
ITEM 22. CONTRACTS.....	28
ITEM 23. RECEIPT .....	29

## Attachments:

A. Financial Statements .....	A-1
B. Franchise Agreement .....	B-1
C. List of Current and Former Franchisees .....	C-1
D. Manual Table of Contents.....	D-1
E. Our Agents for Service of Process .....	E-1
F. State Agencies .....	F-1
G. State Law Addendum.....	G-1
H. Effective Dates .....	H-1



# Item 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

## Definitions.

To simplify this Franchise Disclosure Document, "We" means Thomas Restaurants, LLC, d.b.a. Tomatos, the franchisor. Sometimes "Our" or "Us" refers to Thomas Restaurants, LLC, when appropriate. "You" means the person who buys the franchise. If You are a legal entity, "You" includes all owners of any equity interest in the entity. "Licensed Business" means the business You will operate under the Franchise Agreement, offering and selling pizza, certain Italian and other style food product operating under Our Marks and following Our System.

## Our Predecessors, Parents and Affiliates

Thomas Restaurants, LLC with a principal address of W63 N688 Washington Avneue, Cedarburg, WI 53012 has no predecessors.

Thomas Restaurants, LLC with a principal address of the W63 N688 Washington Avneue, Cedarburg, WI 53012, has no parent LLC or company.

Thomas Restaurants, LLC utilizes thre suppliers, Grecco, Sysco Foods, and Laack Brothers Cheese to Tomatos franchisees.

## Our Names.

We do business under our corporate name, Thomas Restaurants, LLC, the name "Tomatos" and do not utilize a slogan. We do not do business under any other name.

## Our Address and Agent for Service.

Our principal business address is W63 N688 Washington Avenue, Cedarburg, Wisconsin, 53012. Our agents for service of process are disclosed in Attachment E. The principal business address of our affiliate and of our predecessor is W63 N688 Washington Avenue, Cedarburg, Wisconsin, 53012. We are not currently a supplier to our franchisees as no other franchisees exist, thought we will require you to use the above-referenced suppliers. Spices will be provided free of charge.

## Our Business Form.

We are a Wisconsin limited liability entity, organized in 1993.

## Our Business and Franchises Offered.

Under the franchise we offer, You will operate a business that prepares, serves, and sells food to the general public, particularly pizza, all of which will use the same quality of ingredients and identical sauce (and other) spices as those used by the Tomaso's Restaurant in Cedarburg, Wisconsin. We offer the franchises under the form of a franchise agreement attached to this disclosure document (the "Franchise Agreement")

The market for Your products is primarily the general public and specifically that segment that seeks to purchase foo dprepared by your location. You will compete with other nationa, regional, and local businesses selling the same food that will compete with you generally in a weel-developeed, competitive marked. Your Licensed Business may operate in close proximity to major competitors. Some competitors will offer many goods and services that are the same as or similar to those You offer.

## Prior Business Experience

Thomas Restaurants, LLC has operated a business similar to the business you will be operating since 1993 and has been located in Cedarburg, Wisconsin.

We have previously offered franchises, but they have all closed. This is the only current offering of franchises in any line of business.

## Laws Affecting Your Licensed Business

In most states, you will have to obtain and maintain a restaurant, food, beverage, liquor, or similar license. Some may require a specialty license. Although qualifications for such licenses vary from state to state, you may have to pass a knowledge test and background test and obtain insurance and a bond.

There are many federal, state and local regulations specific to the operation of a restaurant business. You will also be subject to state and local licensing laws, codes and regulations, particularly as they relate to the operation of a restaurant business. For certain Services, you may be subject to federal, state, and local licensing laws and requirements. There may be other laws applicable to the business and we urge you to make further inquiries about these laws. The nature and amount of regulation could change rapidly relating to this business. You should consult a lawyer with experience dealing with restaurant operation issues to be sure you are familiar with the current statutes and regulations that might apply within your territory.

There are, of course, statutes and regulations that are common to all businesses, including those governing health and labor issues, zoning, and safety. You should obtain a complete copy of the relevant statutes and regulations of the Federal government and of Wisconsin and discuss them with Your attorney. You should also investigate applicable county and city ordinances and regulations.

## Item 2. Business Experience

### Ms. Nicole Thomas

### Owner and Operator

Thomas Restaurants, LLC

Ms. Thomas' experience exceeds 10 years

### Mr. Scott Thomas

### Owner and Operator

Thomas Restaurants, LLC

Mr. Thomas' experience exceeds 10 years

## 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

### Initial Fee.

The Initial Fees for the **Thomas Restaurants, LLC** franchise are **\$50,000.00, payable in the manner described in the Franchise Agreement**. The initial franchise fee is uniformly charged for all franchises currently being offered. You must pay the initial franchise fee in accordance to the franchise agreement when you sign the franchise agreement. The initial franchise fee is considered fully earned and is nonrefundable.

## Item 6. Other Fees

Name of Fee	Amount	Due Date	Remarks
Royalty Fee <sup>1</sup>	3.00% of Gross Revenues, or \$125 per week, if greater. See Note A.	Payable quarterly by Electronic Funds Transfer. Funds must be in Your designated bank account.	Gross Revenues include the full price of all goods and services You sell, whether or not You have received cash or other consideration. The only thing not included in Gross Revenues is taxes or fees. You are required to collect on behalf of the government. Gross Revenues are calculated at the time. You sell the goods or services, without regard to when You receive or expect to receive payment.
National Marketing Fee	N/A	N/A	N/A
Local & Cooperative Marketing	N/A	N/A	N/A
Additional Training	Included in Franchise Fee	Payable as described in Franchise Agreement	You must complete the initial training.
Transfer Fee	\$5,000	Before completing transfer	Payable only if You sell Your franchise or any part of Your business. Fee is \$500 if You transfer to a corporation or other entity with the same identical ownership and control.
Audit	No Costs	N/A	N/A
N/A	N/A	N/A	N/A
Renewal	N/A	N/A	N/A
Profits on supplies or equipment	N/A	N/A	N/A

Name of Fee	Amount	Due Date	Remarks
Termination	\$250,000.00	Immediately Upon Termination	See Section 14.5, but if the Franchise Agreement is terminated by Franchisee, the total sum is due immediately

#### Notes Regarding Other Fees:

##### Note A. Royalty Fees

You will pay a quarterly Royalty Fee. You will pay by electronic funds transfer. We may, upon 30 days prior written notice, require You to pay Royalties by check, pre-authorized check, electronic funds transfer or similar mechanism. We may, upon notice, require You to pay Your Royalty Fees on a different periodic basis.

##### Note B. National Marketing Fees

N/A

##### Note C. Training Expense.

Initially, You must have at least two full-time people working the business, one of which must be You. Both of you must successfully complete Our initial training program. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively.

During your franchise term, We will provide initial training to You and up to two additional persons as part of your Initial Fee. After the first three persons, You must bear the cost of training additional **persons** or managers. In all cases, You are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees.

We may require You or Your employees to attend additional training at a location We determine. Generally, You must pay Our usual fee(s) for mandatory training. In any event, You are solely responsible for all salaries, compensation, benefits and travel related expenses of trainees.

We may provide or make available training materials and equipment for You or Your employees and may charge a fee. All training materials are Trade Secrets. You must require any of Your employees to successfully complete any training program(s) if We designate them as mandatory.

## Item 7. Estimated Initial Investment

### YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Fee (Note A)	\$50,000.00 XXXXXX		Two Payment	\$25,000.00 due at closing and \$25,000 with applicable interest due one year after closing	Us
Travel & Living Expenses While Attending Initial Training	\$2,500.00	\$4,000.00	As Incurred	Before, During & After Training	Vendors, Airlines, Hotels, Car Rental Companies, etc.
Real Estate Improvements (Note B)	Approximately \$5,000.00	\$10,000.00	As agreed with your Landlord or Mortgage Lender	As Arranged	Landlord or Mortgage Lender
Rent & Security Deposit (3 Months)	\$5,000.00	\$15,000.00	As agreed with Landlord	As Arranged	Landlord
Leasehold Improvements (Note C)	\$50,000.00	\$100,000.00	As Incurred	As Arranged	Landlord, Lender or Contractor(s) and Vendors
Equipment (Note D)	\$12,000.00	\$19,000.00	As Incurred	As Arranged	Vendors, Leasing Cos or Lender
Furniture, Office Equipment & Software	\$3,500.00	\$12,500.00	As Incurred	As Arranged	Vendors, Leasing Cos or Lender
Signs	\$500.00	\$1,000.00	As Arranged	As Arranged	Us, Vendors, Leasing Cos or Lender
Licenses	\$200.00	\$600.00	Lump Sum	Before Opening	State, County, City
Grand Opening (Note E)	\$3,000.00	\$8,500.00	As Incurred within first 90 days	As Incurred within first 90 days	Us & Vendors
Marketing & Marketing Fee (3 months) (Note F)	\$7,500.00	\$10,000.00	As Arranged	As Arranged	Us, Advertising Media Vendors
Insurance (Note G)	\$2,500.00	\$3,500.00	As Arranged	As Arranged	Insurance Companies
Legal Fees (Note H)	\$1,000.00	\$5,000.00	As Incurred	As Incurred	Your Lawyer
Opening Inventory of Supplies	\$5,000.00	\$15,000.00	As Arranged	As Arranged	Us and Vendors
Additional Funds (3 months) (Note I)	\$25,000.00	\$50,000.00	As Incurred	As Incurred	Employees, Vendors, Utilities, Taxing Agencies, Etc.

Miscellaneous Opening Costs (Note J)	\$10,000.00	\$15,000.00	As Incurred	As Incurred	Vendors, Suppliers, Utilities, Tradesmen, Deposits etc.
<b>Total</b>	\$145,200.00 (if calculated using \$12,500 for first year franchise fee, if all \$50,000 allocated to this year, \$182,700,	\$281,600 (if calculated using \$12,500 for first year franchise fee, if all \$50,000 allocated to be paid first year, \$319,100			

Notes Regarding Initial Investment:

**Note A: Initial Fee.**

The Initial Fees for the Thomas Restaurants, LLC franchise are \$50,000.00. The initial franchise fee is uniformly charged for all franchises currently being offered. You must pay the initial franchise fee in full when you sign the franchise agreement. The initial franchise fee is considered fully earned and is nonrefundable.

**Note B: Real Estate Rental.**

You must obtain and maintain a business office and sufficient space that meets our requirements. If You already lease or own Premises, You should review Your lease or purchase documents to evaluate the cost of real estate rental. If not, lease situations will vary in rental amounts, lease terms, amount of space required, tenant improvements required, security deposit and advance rental required. Location is a very major factor in the amount of rent required. These estimates may not cover advance rental deposits, insurance and similar expenses. You may elect to own Your own Premises, in which case it is not possible for Us to estimate the cost because of the wide variations in price and financing options. If You rent real estate for the Premises, You may be liable for the entire term of the lease whether or not You succeed in the Licensed Business. You should consult Your lease documents and your attorney. Your cost of obtaining real estate could be higher if you request us to send a person to your Territory to assist you in connection with your acquisition. Some lessors may refund the security deposit if you cancel the lease before you occupy the sites.

**Note C: Leasehold Improvements**

The cost could be higher if You or Your landlord request changes from the standard design and materials.

If You already lease or own Premises, You should review Your lease or purchase documents to evaluate the cost of real estate leasehold improvements. If not, lease situations will vary in rental amounts, lease terms, amount of space required and tenant improvements required. Size, configuration and landlord requirements will be major factors in cost. Some landlords finance leasehold improvements by amortizing them over the lease term and charging a higher rental amount to cover the cost. You should attempt to determine Your costs and financing options before deciding on Premises. The monies you pay for leasehold improvements are generally not refundable. Consult with your landlord and contracts about refundability.

Even if You are taking over or continuing in an existing **Thomas Restaurants, LLC** Premises or another existing facility, We may require that You remodel, redecorate or make other changes to the

Premises to comply with Our specifications, at Your cost. You must maintain the Premises, at Your expense, including furniture, fixtures, interior and exterior paint and landscaping, in accordance with the Our specifications.

#### Note D: Equipment.

If You are buying a fully equipped outlet from Us the cost of mandatory equipment will be within this range. If You purchase from another franchisee or if you elect to acquire Your mandatory equipment from other sources, it may cost more. We are not obligated to offer your business on a fully equipped basis.

The cost of equipment could vary widely depending primarily upon Your circumstances. Some new franchisees will have existing businesses and will already have some of the equipment they will need. This may or may not be Your situation. However, even if You have an existing **Thomas Restaurants, LLC** business that is fully equipped, You may need additional or different equipment if You are expanding Your operations or to comply with Our standards. There are factors beyond Our control that could cause You to invest more in equipment.

If You lease the equipment, that may increase Your monthly fixed expenses. If You borrow money to purchase the equipment, that may increase Your monthly fixed expenses. Factors determining whether furniture, fixtures and equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return policy of the suppliers at or before the time of purchasing or leasing.

#### Note E: Grand Opening.

We recommend a "grand opening" appropriate for Your community, competitive situation and similar factors. The cost of a grand opening is difficult to estimate with accuracy because of local market factors, including the types of marketing media available, the cost of marketing space or time and the local competitive situation. We estimate that, in most areas, You can accomplish an adequate grand opening for between \$3,000 and \$8,500, although, because of local conditions, You may decide that more or less is necessary. The amounts you pay for marketing are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

#### Note F: Marketing.

N/A

#### Note G: Insurance.

We require You to purchase and maintain, at Your expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per occurrence/two million dollars annual aggregate. You must purchase and maintain professional liability (errors and omissions) insurance and contractor's pollution liability insurance. You must purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to Us or with a state agency. You must provide Us with one or more certificates of insurance evidencing such coverages and naming Us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverages under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Us. Upon Our request You must provide Us with a true copy of any insurance policy, including all endorsements. Every insurance policy must provide that coverage is primary/non-contributory. Every insurance policy must be with an insurance company that meets Our criteria as set forth in the Manual.

Keeping in mind that the price of insurance has varied widely in recent years, You should obtain a price quotation from Your insurance agent or broker and rely solely upon Our estimate in planning to purchase the Franchise. Workers Compensation and employers liability insurance are extra and You

should obtain prices from Wisconsin agencies or Your insurance agent or broker. The amounts you pay for insurance are typically non-refundable.

#### Note H: Legal.

Because of the variability of attorney's fees, this is, at best, an estimate. You should check with Your attorney or with several knowledgeable attorneys to determine the actual range of fees before signing the Franchise Agreement. You may need an attorney to assist and advise You in setting up Your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors. Depending upon Your experience and staffing, You may also need accounting services, which might be extra. You should consult Your accountant for an estimate of fees. This estimate does not include accounting or consulting services. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant, or consultant at or before the time of hiring.

#### Note I: Additional Funds.

This estimates Your initial start up expenses. You may have to use some of these additional funds to pay for Our Management Assistance if you request from us extraordinary management or support services during the early stages of your Licensed Business. In addition, these estimates include payroll costs and various service costs such as utilities. These estimates do not include owner compensation or return on investment. These figures are estimates and We cannot guarantee that You will not have additional expenses starting the business. Your costs will depend on factors such as; how closely You follow Our methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for the products and services You offer; the prevailing wage rate; competition; and the sales level You reach during the initial period. You may need additional funds before Your Licensed Business breaks even.

#### Note J. Miscellaneous Costs.

This estimate is for a reserve to cover incidental unexpected costs. You may want to reserve more.

#### Going Concern Value Not Included.

If You purchase an existing operating **Thomas Restaurants, LLC** business from Us or from another franchisee, You should expect to pay, in addition to the estimated initial investment, an amount representing the fair market going concern value of the business. That value might exceed the estimated initial investment. Any purchase of existing business assets and goodwill would be under a separate agreement negotiated between You and the seller.

#### Services by Affiliate and others.

We may provide certain services to You under the Franchise Agreement by sub-contracting with others, including our Affiliate, to provide them. These arrangements will not result in increased costs to you for the services.

#### No Financing.

We do not offer financing for any items other than for the initial Franchise Fee, as described in the Note attached to the Franchise Agreement. Should We establish relationships with sources of possible financing, We will make the information available to You. Financing availability and qualification requirements would probably change and vary widely. If We make financing available to You, We or Our affiliate(s) would expect to make a profit from it. We do not require You to obtain financing from Us or Our affiliate(s).

## Item 8. Restrictions on Sources of Products and Services

You must purchase from Us or a supplier We approve certain equipment, supplies and inventory necessary to start or operate the Licensed Business. As to other equipment, supplies and inventory, You may purchase them from the vendor(s) of Your choice, but the item(s) must meet Our specifications. We issue specifications in writing and incorporate them in the Manual. These specifications include quality, accuracy, preparation, installation, application, delivery, performance, design and appearance. In some instances, You must purchase items that comply with Our reasonable subjective determination of whether they meet the standards and comport with the **Thomas Restaurants, LLC** image. If We have not provided specifications, You may purchase any items that reasonably meet the requirements of the Licensed Business.

In some locations, We will offer franchised **Thomas Restaurants, LLC** businesses on a fully equipped basis only. In that case, You must purchase the equipment and the initial inventory from Us or an affiliate or approved vendor. Your cost of equipment and initial inventory will be not more than Our cost for the items on a delivered and installed basis plus a reasonable margin of profit.

You must purchase from Us or a vendor We approve all items used to start or operate Your business that contain or bear the Marks. We or our designated vendor(s) will make a wholesale profit consistent with industry standards. All items that You purchase from approved suppliers must meet Our specifications. This includes advertising and marketing materials, forms, and promotional items. In addition, You must purchase the signs used to identify the Licensed Business(s) and Premises from a vendor We approve.

We may approve other vendors if You request it in writing or if a vendor requests it and if the vendor demonstrates to Our satisfaction that it is financially stable and can provide product(s) or service(s) that meet Our specifications and that are consistent with Our image. We may charge a reasonable fee to cover Our costs in evaluating a proposed vendor. We will give you a good faith estimate of our cost of evaluating a proposed vendor within a reasonable time after you make the request, but before we begin the evaluation process. We will normally make Our decision within sixty days. We reserve the right to disapprove any previously approved vendor whose performance falls below Our standards. We will make any approvals of new vendors or revoke approval of vendors in writing and will incorporate Our decision in the Manual.

Because this is the first time We have offered franchises, Our historic information about how much You will spend on equipment, supplies and inventory from Us or approved vendors is an estimate based upon historic spending for one similar business operated by our affiliate. Thus, We have almost no historic information about how much You will spend on equipment, supplies and inventory that must meet Our specifications.

We may negotiate purchase arrangements with suppliers for Your benefit in the future. Except as described in this Item, We do not currently provide any material benefits to You based upon Your use of designated or approved sources except that You know that We have confidence that the designated or approved vendor can perform to Our specifications.

Your employees and manager(s) must complete certain training programs at Your expense. We have no historic information about how much You will spend on mandatory training programs.

We estimate that Your purchases of goods and services in accordance with specifications will represent approximately 90 to 100% of Your total purchases in connection with establishing Your Licensed Business and approximately 90 to 100% of Your total purchases in connection with operating Your Licensed Business.

You are required to purchase all ingredients from suppliers and vendors that we designate or approve, specifically from Grecco, Sysco Foods, and Laack Brother's Cheese.

## 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 under these agreements and in other items of this disclosure document.

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	1, 4.1, 14.4	Items 5, 8, 9, 11, 12, & 17 Attachment B, Exhibits A, B & E Attachment B, Exhibit H (if applicable)
b. Pre-opening purchases/leases	1, 4.1, 14.4	Items 5, 6, 7, 8, 9 & 17 Attachment B, Exhibits A, B, C & D Attachment B, Exhibit H (if applicable)
c. Site development and other pre-opening requirements	1, 4.1, 14.4	Items 5, 6, 9, 11, 12 & 17 Attachment B, Exhibits A, B, C & D Attachment B, Exhibit H (if applicable)
d. Initial and ongoing training	3.5, 12.0.2,	Items 5, 6, 7, 8, 9, 11, 14, 15 & 17
e. Opening	3.1	Items 5, 6, 7, 8, 9, 11, 12, 16, 17, 22, Attachment B, Exhibits A, B, C, D, E, F, G, H (if applicable) I & K
f. Fees	6.0-6.2, 7.0.0, 8.1, 9.1.1, 12.0.2, 12.0.3, 14.3, 16.0, 17,	Items 5, 6, 7, 8, 9, 10, 17, Attachment B, Exhibit G; Attachment B, Exhibit L (if applicable)
g. Compliance with standards and policies/Operating Manual	8.0, 10.1, 12.3, 14.3, 18.3,	Items 8, 9, 12, 13, 16, 17, Attachment B, Exhibits C & D
h. Trademarks and proprietary information	1.0, 6.0.1, 13.0-13.8, 14.2, 14.3, 16, Appendix I	Items 1, 2, 8, 9, 11, 12, 13, 14, 16, 17, Attachment B, Exhibits A, B, D, F, G, I & L (if applicable)
i. Restrictions on products/services	Articles 1, 3, 4, 5, 8, 10,	Items 1, 8, 9, 12, 13, 14, 16 & 17 & Attachment B, Exhibit D
j. Warranty and customer service requirements	Articles 1, 2, 3,	Items 1, 8, 9, 12, 13, 14, 15, 16 & 17
k. Territorial development and sales quotas	Not Applicable	Not Applicable
l. Ongoing product/service purchases		Items 6, 8, 9, 16, & 17, Attachment B, Exhibits C & D
m. Maintenance, appearance and remodeling requirements	Articles 3 and 4	Items 6, 7, 9, 13, 15, 16 & 17, Attachment B, Exhibits A, C & D

Obligation	Section in Franchise Agreement	Item in Disclosure Document
n. Insurance	Articles 10	Items 7, 9 & 17
o. Marketing	Article 5	Items 7, 8, 9, 13, 14, 16, 17 & 18
p. Indemnification	Article 9	Items 7, 9 & 17
q. Owner's participation/management/staffing	Articles 1-5	Items 7, 8, 9, 12, 13, 15, 16, & 17, Attachment B, Exhibits G & I
r. Records/reports	Article 7	Items 8, 9, 15 & 17
s. Inspections/audits	Article 7-8	Items 6, 8, 9, 16 & 17
t. Transfer	Article 12	Items 6, 9, 13, 14 & 17
u. Renewal	Article 2.1	Items 6, 9 & 17
v. Post-termination obligations	Entire Agreement	Items 6, 9, 13, 14 & 17
w. Non-competition covenants	18.8	Items 9, 13, 14 & 17
x. Dispute resolution	Article 19	Items 9 & 17

## Item 10. Financing

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

## Item 11. Franchisor's Assistance, Advertising, Computer Systems and Training

### Pre-opening Obligations.

**Except as listed below, we are not required to provide you with any assistance.**

Before You open Your Licensed Business, We will::

1. License you to use our Marks and System in connection with your Licensed Business ;
2. Designate Your Territory;
3. Review and approve or disapprove Your selected business Premises as follows:
  - a. You are responsible for securing a location. Although We will provide You with any information We have about available locations, You should independently evaluate the proposed location. We generally do not own or lease the premises or Site to franchises for the operation of the Franchised Business.
  - b. You are responsible for complying with all local ordinances and building permits and to obtain any required permits.

- c. We require You to maintain and repair the Premises and equipment. We may require You to replace equipment to comply with Our current specifications and image every three years.
- d. We provide you with the standards, specifications, and a list of designated and approved suppliers for all décor, equipment, signs, fixtures, opening inventory, supplies, products, and other materials you will need to operate the franchised business. We do not deliver or install equipment for your site.
- e. The factors We will consider in reviewing any proposed site will be unique to that site. However, we will generally consider such factors as: demographics of the surrounding area; the type of nearby development; zoning; physical characteristics of the proposed site; the status of nearby competition; the economics of the proposed site; and access issues. No one factor or combination of factors will be determinative in every case.
- f. In some cases We will offer franchises on a fully equipped basis and You will purchase the Premises and equipment at Our installed and delivered cost plus a reasonable profit.
- g. If you do not secure a location that We can reasonably approve within 180 days (or any extension We agree to) You will forfeit Your Initial Fee. We are interested in locations, not forfeitures, so if You are making a reasonably diligent effort to secure a good location, We would ordinarily expect to agree to reasonable extensions. We expect you to communicate with us about your efforts.

4. Loan You one or more operations manuals ("the Manual"); and

5. We do not select or hire your employees. Provide initial training for You and one manager, if applicable, as follows:

## TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
General Training	0	100	Cedarburg Tomatos
Total	0 Hours	100 Hours	

\* All times are approximate, and We may adjust them based upon Your experience and rate of learning. Although the person(s) indicated will coordinate and be responsible for training, they may bring in other appropriate persons to actually conduct the training or some portion of it.

We do not charge for the initial training for You (initial training for a total of three people is included in Your Initial Fee), but You must pay the travel and living expenses for You and Your employee(s). All training occurs at Our **Cedarburg, Wisconsin** location and at one or more operating **Thomas Restaurants, LLC** business(es). You must complete the initial training program to our satisfaction for the opening of your franchised business. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively.

Instructional materials may include manuals, videos, scripts, and PowerPoint presentations. Training is not scheduled regularly but will be offered to you before the opening of your Franchised Business. Training is not scheduled regularly but will be offered to you before the opening of your Franchised Business. Instructor for Initial Franchise Training are:

Nichole Thomas, our owner/operator who has 10+ years of experience in operating Thomas Restaurants, LLC.

Scott Thomas, our owner/operator who has 10+ years of experience in operating Thomas Restaurants, LLC.

We may change, add to, or make substitutions for the subjects and instructors listed in the above tables as necessary or appropriate. All instructors and substitute instructors will have a minimum of one year of experience in the Tomasos System or the subject matter for which they provide training and instruction.

**Obligations after opening, We will:**

1. Take any actions We deem appropriate to protect or defend the Marks or System;
2. Loan You one or more operations manuals ("the Manual"), which contains specifications and mandatory and suggested standards and procedures. This manual is confidential and remains Our property. We will modify this manual, but the modifications will not alter Your status and rights under the Franchise Agreement. Attachment D includes a copy of the Manual's table of contents, if any.
3. Intentionally omitted;
4. Intentionally omitted;
5. Intentionally omitted; and
6. Provide a periodic training program for Your manager(s) and for certain other employees, at Our regular charge for the training.

After You open the Licensed Business, We expect to be in regular contact with You to discuss Your operation of the Licensed Business and to generally be of assistance. We plan to provide additional on-going training for You and Your manager(s) and employees at Our usual charges. The Agreement does not obligate Us to provide such services, however.

You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give You such approval.

We currently do not have an advisory council. If We form or approve an advisory council, You must participate. Any advisory council would not have decision-making power. It would be advisory only. We have the right to form, change or dissolve any advisory council.

### **Advertising**

Thomas Restaurants, LLC has no requirements for advertising or marketing other than it reserves the right to approve and seek removal of any materials that it deems contrary to its best interests, which shall remain in Thomas Restaurants, LLC's sole discretion.

### **Time To Open**

The typical length of time between when You sign the Agreement or pay the initial franchise fee and the time when Your Licensed Business opens will generally be three to six months. The factors affecting this length of time include the time necessary for You to obtain Premises and equipment, schedule Your initial training, and hire and train any necessary employees. There may be unusual circumstances in which, because of delays, construction schedules and other events beyond Our control it takes longer than six months. On the other hand, it could be less than three months.

If you do not secure a Site, we do not approve a Site, you and us do not agree on a Site for your Franchised Business within 3 months from the signing of your Franchise Agreement, or you do not open your Franchised Business within 6 months of the signing of your Franchised Agreement, we may terminate your Franchise Agreement and retain all monies that you have paid us or our affiliates.

### **Training**

Before opening Your Licensed Business, You must successfully complete Our initial training program. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively. We will ordinarily schedule the initial training program so that You will complete the pre-opening portions no more than 60 days before the scheduled opening of Your Licensed Business. You are responsible for all salaries, compensation and travel related expenses of persons receiving training, both initial training and on-going training. For further information regarding expenses related to the initial training.

Because there is always uncertainty about if and when You will locate and develop acceptable franchise Premises, how long it will take to open Your Licensed Business and about whether You will successfully complete training, You should not terminate employment or cease other income producing activity until after these events have occurred.

### **Computer Software**

We do not currently require You to use a specific computer software, but You must adhere to the requirements of the Franchise Agreement.

## **Item 12. Territory**

You will receive an exclusive territory for the City of Appleton only. You may face competition from other businesses that we do not control.

We will grant You a geographic territory ("Territory") which We will describe in Exhibit B to the Franchise Agreement. If You are not in breach of the Agreement, We will not locate or open a competitive business under the Marks and using the System in Your Territory, either company-owned or franchised, during the term of the Agreement. You are permitted to operate the Franchised Business only at one location and only within Your Territory. There are no restrictions on where customers may come from. You may only engage in direct marketing within your Territory, except with our prior approval or through Us.

You may relocate the Site of your Franchised Business so long the new Site meets our then-current Site requirements, and you reimburse us for any costs and expenses we incur in your relocation.

The Agreement excludes certain sites from Your Territory, even though they may be located within the boundaries of Your Territory. Exclusions may occur as we designate You may not market your goods and services over the Internet or through other alternative distribution methods without our prior written approval. We are not required to pay you any compensation for us or other franchisees soliciting or accepting orders in your Territory.

Except as described above, We and Our affiliate(s) will not establish other franchised or company-owned **Thomas Restaurants, LLC** offices within Your Territory. Except as described above, We will not alter Your Territory. Your continued Territory rights are not affected by your sales volume, market penetration or any other contingency.

## Item 13. Trademarks

We give You the right to use the name "**Tomasos**," and other trade names, trademarks, service marks, trade dress and logos We currently use or which We may adopt or approve (the "Marks") in the Licensed Business. You must follow Our rules when You use the Marks. You may only use the Marks exactly as We specify. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service.

We own the right to use the name and service mark "**Thomas Restaurants, LLC**"

In addition to Our common law rights to the Mark, We have secured federal trademark registrations as follows:

Mark: "**THOMAS RESTAURANTS, LLC**"  
Mark Number 20045501219  
Registration Date: 1/1/1977

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no presently active determinations of the Patent Office, the Trade Mark Administrator of any state or any court, any pending interference, opposition or cancellation proceeding or any pending material litigation involving the Marks that is relevant to Your ability to use the Marks in connection with the Licensed Business.

We do not know of any prior rights that could materially affect the franchisee's use of the principal trademark. There are no agreements that significantly limit Our rights to use or license You to use the Marks in any manner material to the Licensed Business.

You must inform Us if You become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without Our prior written approval. We may take whatever action We deem appropriate to protect or defend the Marks or System, but We are not required action.

If a third party sues You claiming that You are infringing the trademark or trade name of the third party by using the Marks, You must inform Us immediately. We will indemnify You as to that claim only and have the right to control the litigation.

It may become necessary in Our sole discretion, because of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, to change the Marks. In that event, You must immediately adopt the new or revised Marks and Our maximum liability, including for any purported goodwill, is to reimburse You for the actual out-of-pocket costs of changing the principal signs identifying Your Premises.

We do not know of any person claiming or having superior rights to any of the Marks or of any infringing uses of the Marks that could materially affect Your use of the Marks.

## Item 14. Patents, Copyrights and Proprietary Information

There are no patents or pending patent applications or registrations material to the franchise. We do not own any patents material to the franchise. We do not own any copyright registration material to the franchise. We have copyrighted and will continue to copyright the Manual and revisions of all Manuals and Handbooks and construction plans loaned to You, and all training materials We provide or sell to You and Your employees. We have not registered any copyrights, but may in the future.

The Manual(s), if any, the contents of each, and certain other information We will provide to You, including certain recipes and annual reports on marketing funds expenditures, if required, are all confidential trade secrets. All information We provide to You or which You develop in the course of performing under the Franchise Agreement which is not generally available to the public and which a competitor might find valuable are trade secrets. If we designate something as a "Trade Secret", You must treat it as a Trade Secret whether or not it would otherwise meet any definition of "Trade Secret". You are responsible for protecting all trade secrets and You cannot transfer them or sell them to anyone at any time. You must require employees who have access to Trade Secrets to comply with Your obligations under the Franchise Agreement to protect Our Trade Secrets.

You must promptly notify us of any infringement of the Tomasos copyright-protected materials, Operating Manual, advertising materials, and other proprietary documents by any person or legal entity or any litigation instituted by any person or legal entity against you or us involving the Tomasos copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents. We will control any litigation or proceeding. We are not required to defend the Tomasos copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents. If we undertake the defense, prosecution, or settlement of any litigation relating to the Tomasos copyright-protected materials, Operating Manual, advertising materials, or proprietary documents, you agree to assist as necessary to carry out such defense, prosecution, or settlement. We are not required to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Tomasos copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents or if the proceeding is resolved unfavorably to you.

We retain the right to modify the Tomasos copyright-protected materials, Operating Manual, advertising materials, and other proprietary documents. Upon demand by us, you shall discontinue using Tomasos copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents at your sole cost and expense, as directed by us. We are not required to reimburse or compensate you for any modification or discontinuation of the Tomasos copyright-protected materials, Operating Manual, advertising materials, or proprietary documents.

We have no actual knowledge of superior prior rights or infringing uses of the Tomasos copyright-protected materials, Operating Manual, advertising materials, or other proprietary documents that could materially affect your use of such copyrights or proprietary information. You will not acquire any interest in the Proprietary Information. All Proprietary Information must be returned to us immediately upon the termination of the Franchise Agreement for any reason. The Proprietary Information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your Franchise Agreement; (3) will

not make unauthorized copies of any portion of the Operating Manual or any other written communication from us; (4) will not disclose or duplicate any part of the Proprietary Information other than disclosure to an employee of the franchised business to the extent necessary to do his or her job; and (5) will adopt and implement all reasonable procedures we may require preventing unauthorized use or disclosure of the information, including restrictions on disclosure of the information to employees of the franchised business and the use of nondisclosure and non-competition clauses in employment agreements. All shareholders, officers, directors, partners, and members of the franchise are presumed to have access to Proprietary Information and must sign a Nondisclosure and Noncompetition Agreement to maintain the confidentiality of the Proprietary Information and conform to the noncompetition covenants.

You must inform us in writing if anyone breaches the Nondisclosure and Noncompetition Agreement or any other violation of the obligations regarding any of the Proprietary Information or if you learn about any improper use of any of it.

If we require you to modify or discontinue using the subject matter covered by the patent or copyright. In that case, we are not required to reimburse or compensate you for the modification or discontinuation.

## **Item 15. Obligation to Participate in the Operation of the Franchised Business**

You must either devote Your full time and effort to managing and operating the Licensed Business or delegate its management or operation to a responsible person. You must reserve and exercise ultimate authority and responsibility over operation and management of the Licensed Business. If You delegate management and operation to a manager, the manager must first successfully complete Our initial training program within sixty days after assuming the role of manager. If You are a corporation or other entity, each owner must personally guaranty the Agreement and the entity must designate a competent manager. We do not require the designated manager to be an equity owner of the franchised business. You must, at all times, employ at least one person to assist You. You must require each manager and employee to whom You disclose our trade secrets to be subject to the trade secrets section of the Franchise Agreement. You must require every manager and employee with access to trade secrets to sign a confidentiality agreement. The current form of confidentiality agreement is Exhibit I to the Franchise Agreement.

You are not required or obligated to participate personally in the direct operations of the Franchised Business; however, we strongly recommend that you do so. The manager need not have an ownership interest in the franchise. You and each shareholder, partner, member, and other equity owners of the franchise, and each individual shareholder, partner, member, and other equity owners of any shareholder, partner, member, and other equity owners that is itself a business entity, must personally guarantee all of the franchisee's obligations and performance under the Franchise Agreement.

## Item 16. Restrictions on What the Franchisee May Sell

You may offer for sale only products and services We approve. You must offer pizza, certain Italian and other style food product under Our Marks and following Our System and of a type, quality and variety consistent with the **Thomas Restaurants, LLC** image. You must obtain Your supplies and equipment from suppliers We select or approve. You must use only scientific testing laboratories that We select or approve. We have sole discretion in determining what constitutes the **Thomas Restaurants, LLC** image. The image is constantly evolving as markets change and evolve. You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give You such approval.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether We, You or other franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating You. If We modify the System, You must, at Your own expense, adopt and use the modification(s) as if they were part of the System at the time You signed the Agreement. There are no restrictions on Our right to modify the types of goods and services You will offer except that We will remain primarily a seller of pizza and certain Italian and other style food products.

## Item 17. Renewal, Termination, Transfer and Dispute Resolution

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
a.	Term of the Franchise	Article 2.0	10 years.
b.	Renewal or extension of the term	Article 2.1	10 years with appropriate renewal exercise
c.	Requirements for You to renew or extend	2.1	Must exercise 60 days prior to expiration
d.	Termination by You	14.1	May do so upon death of owner of Thomas Restaurants with no successor, sale of Thomas Restaurants to third-party, requires 1 year notice by franchisee
e.	Termination by Franchisor without cause	None	
f.	Termination by Franchisor with cause	Article 14	We may terminate only for cause, meaning breach, bankruptcy by you, loss of lease, misrepresentation, criminal conviction, etc.
g.	"Cause" defined-- defaults which can be cured	Article 14	30 days after notice

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
h.	"Cause" defined-- defaults which cannot be cured	Article 14	Non-curable defaults: ongoing default, bankruptcy, criminal conviction, loss of lease, etc.
i.	Your obligations on termination/nonrenewal	Articles 14.	No further use of Marks,
j.	Assignment of contract by Franchisor	Article 12	Franchisor may assign rights under these agreements.
k.	"Transfer" by You-- definition	Article 12	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the Franchise, the assets of Your business, the Premises, or of any ownership interest in the Franchisee if You are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor's approval of transfer by franchisee	Article 12	Franchisor has the right to approve or disapprove all transfers.
m.	Conditions for Franchisor's approval of transfer	Article 12	You are current in all fees to Us; You are not in material breach of the Agreement; You have paid all debts of Your business; new Franchisee signs release of claims against Us for representations You made; You sign a mutual termination and release of the Agreement; new Franchisee signs the then-current form of Agreement (except preserving Your financial terms for balance of Your term); new Franchisee qualifies; new Franchisee successfully completes initial training program; new Franchisee obtains rights to Your Premises lease, if applicable; and We receive 30 day right of first refusal. The fee to transfer to an entity with identical ownership is \$500.
n.	Franchisor's right of first refusal to acquire Your business	Article 12	We may match any offer for Your business.
o.	Franchisor's option to purchase Your business	Article 12	On termination, We may purchase any part of Your business at the fair market value of the tangible personal property purchased.
p.	Your death or disability	N/A	N/A
q.	Non-competition covenants during the term of the franchise	N/A	N/A

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
r.	Non-competition covenants after the franchise is terminated or expires	N/A	N/A
s.	Modification of the agreement	Article 18.5	Only by written agreement; We may modify Manual at any time.
t.	Integration/merger clause	Article 18.4	Only the terms of the Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 17	All disputes will be governed by binding arbitration, jury trial and right to court waived,
v.	Choice of forum	16.1	Litigation or arbitration must be in the state of <b>Wisconsin</b> (subject to applicable state law). Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representation made in this Franchise Disclosure Document.
w.	Choice of law	Article 16.1	Wisconsin law applies

## Item 18. Public Figures

We do not currently use any public figure to promote Our franchise.

## 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 a possible performance at a particular location or under particular circumstances.

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 outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting [Thomas Restaurants, LLC, address, and telephone number], the Federal Trade Commission, and the appropriate state regulatory agencies.

## Item 20. Outlets and Franchisee Information

There have been no other Tomaso's franchises, outlets or locations other than the one in Cedarburg, Wisconsin for the last 10 years.

No new franchised locations are projected to be opened in the next fiscal year. There is no assurance that the actual number of openings, or the states in which we projected the openings, will be the same as our estimates.

A list of the names, addresses, and telephone numbers of all Tomaso's franchisees, if any, is attached to this disclosure document as Exhibit C-1. A list of the names, last known home addresses, and telephone numbers of every Tomaso's franchisee who has had their franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this disclosure document, is attached to this disclosure document as Exhibit C-1. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Our Franchise Advisory Council has not been established as of the date of this document.

As of the date of this disclosure document, there are no other trademark-specific franchisee organizations associated with the Tomaso's franchise system that we have created, sponsored,

or endorsed, and there are no independent trademark-specific franchisee organizations that have asked to be included in our disclosure document.

## Item 21. Financial Statements

You have not requested any financial information regarding Thomas Restaurants, LLC's business operations and Thomas Restaurants, LLC makes no warranties, representations or other affirmative statements about the health of Thomas Restaurants, LLC or your franchise. All risk, liability, and responsibility is on the Franchisee, who has waived any right to review Thomas Restaurants, LLC's financial information prior to execution of the Franchise Agreement.

## Item 22. Contracts

The following exhibits, if applicable, to this disclosure document are the contracts used by us in offering franchises:

Attachment B - Franchise Agreement

with:

- Exhibit A, Location of Licensed Business;
- Exhibit B, Territory (N/A);
- Exhibit C, Required Equipment (N/A);
- Exhibit D, Items Pursuant to Specifications (N/A)
- Exhibit E, Lease Conditional Assignment Agreement (N/A)
- Exhibit F, Assignment of Telephone Numbers (N/A)
- Exhibit G, Personal Guaranty (attached to franchise agreement)
- Exhibit H, Master Lease (if applicable) (N/A)
- Exhibit I, Trade Secrets and Confidentiality Agreement (attached to franchise agreement)
- Exhibit J, Mutual Termination and Release Agreement (N/A)
- Exhibit K, Consent, Waiver and Release for Training (N/A)
- Exhibit L, Release from Continuing Obligations (N/A)
- Exhibit M, Confidentiality Agreement (Franchise Agreement)
- Exhibit N, Conversion Addendum (N/A)

## Item 23. Receipt

The Receipt page is attached to the last page of this disclosure document. You must sign the receipt to acknowledge your receipt of this disclosure document.

FRANCHISE DISCLOSURE DOCUMENT

# ATTACHMENTS

## **Attachment A – Financial Statements**

**N/A -- WAIVED BY FRANCHISEE**

## **Attachment B – Franchise Agreement**

**SEE FRANCHISE AGREEMENT**

## **Attachment C – List of Current and Former Franchisees**

**NONE OTHER THAN THE CEDARBURG LOCATION IN THE LAST 10 YEARS**

## **Attachment D – Manual Table of Contents**

THOMAS RESTAURANTS, LLC

### **OPERATIONS MANUAL**

**N/A**

## **Attachment E – Registered Agents**

### **Registered Agents**

Franchisor's agents for service of process are as follows:

#### **Wisconsin**

Nicole Thomas  
W63 N688 Washington Avenue  
Cedarburg, WI 53012



## **Attachment F – State Agencies**

### **State Agencies**

#### **Wisconsin**

Department of Financial Institutions  
Division of Securities  
345 West Washington Avenue, 4<sup>th</sup> Floor  
Madison, WI 53703  
(608)266-1

## Attachment G - State Law Addendum

### Addendum for State-Specific Requirements

#### General

These states have statutes which may supersede the franchise agreement in your relationship with Us including the areas of termination and renewal of your franchise: WISCONSIN Stat. Section 135.03. These and other states may have court decisions that may supersede the franchise agreement in your relationship with Us including the areas of termination and renewal of your franchise.

Some states have statutes that limit Our ability to restrict your activity after the franchise agreement has ended. Other states have court decisions limiting Our ability to restrict your activity after the franchise agreement has ended.

A provision in the franchise agreement that terminates the franchise upon your bankruptcy may not be enforceable under Title 11, United States Code.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year indicated below.

Dated: \_\_\_\_\_ [effective date] **Date signed:** \_\_\_\_\_

**FRANCHISOR:**  
Thomas Restaurants, LLC, Inc.

By \_\_\_\_\_  
CEO

W63 N688 Washington Avenue  
Cedarburg, State, Zip

**FRANCHISEE:**

Franchisee  
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

## **Attachment H – Effective Dates**

**EFFECTIVE AS OF THE DAY OF CLOSING 5/30/25**

### **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:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	5/9/25

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all Exhibits carefully.

If Thomas Restaurants, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Thomas Restaurants, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, C.C. 20580 and [state agency].

Thomas Restaurants, LLC offering is Nicole Thomas, owner/operator, at W63 N688 Washington Avenue Cedarburg, Wisconsin, 53012 and 262/377-7630.

Issuance Date: 5/9/25

I have received a Franchise Disclosure Document, date 5/9/25 This disclosure document includes the following Attachments:

- A. Financial Statements
- B. Franchise Agreement
- C. List of Current and Former Franchisees
- D. Manual Table of Contents
- E. Agents For Service of Process
- F. State Agencies
- G. State Law Addendum
- H. Effective Dates

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

KEEP THIS COPY FOR YOUR RECORDS

## RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all Exhibits carefully.

If Thomas Restaurants, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Thomas Restaurants, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, C.C. 20580 and [state agency].

Thomas Restaurants, LLC offering is Nicole Thomas, owner/operator, at W63 N688 Washington Avenue Cedarburg, Wisconsin, 53012 and 262/377-7630.

Issuance Date: 5/9/25

I have received a Franchise Disclosure Document, date 5/9/25 This disclosure document includes the following Attachments:

- A. Financial Statements
- B. Franchise Agreement
- C. List of Current and Former Franchisees
- D. Manual Table of Contents
- E. Agents For Service of Process
- F. State Agencies
- G. State Law Addendum
- H. Effective Dates

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**RETURN TO: Thomas Restaurants, LLC at W63 N688 Washington Avenue Cedarburg, Wisconsin, 53012**