

**FRANCHISE DISCLOSURE DOCUMENT**  
**SCHMIZZA INTERNATIONAL, INC.**, an Oregon Corporation  
**Ron Berger, Chairman/CEO**  
**1500 Liberty Street SE, Suite 160, Salem, Oregon 97302**  
**(503) 371-9318 / www.Schmizza.com**



The franchise will offer a limited menu of pizza and other food and beverage products. We will grant you the right to use the Mark "Schmizza®" together with one of the following three restaurant dining concepts: "*Pizza Schmizza®*," "*Schmizza® Public House*," or "*Schmizza Pub & Grub®*". Apart from name, décor, and menu variations, the operational processes for each of these three concepts is similar and each is treated in this disclosure document as equivalent to the others as a "Schmizza franchise."

The total investment necessary to begin operation of an individual Schmizza franchised store is from approximately \$203,500 to \$591,500. This includes \$39,000 to \$61,500 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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

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

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

Issuance Date: **March 15, 2022**

## 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 Exhibits F and K.
<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 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 Schmizza 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 a Schmizza franchisee?</b>	Item 20 or Exhibits F and K 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

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 D.

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 the franchisor by mediation, arbitration and/or litigation only in Oregon. 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 Oregon than in your own state.
2. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

## TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
1.	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
2.	BUSINESS EXPERIENCE .....	3
3.	LITIGATION.....	5
4.	BANKRUPTCY .....	5
5.	INITIAL FEES .....	6
6.	OTHER FEES.....	9
7.	YOUR ESTIMATED INITIAL INVESTMENT.....	16
8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....	20
9.	FRANCHISEE'S OBLIGATIONS .....	23
10.	FINANCING .....	25
11.	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, TRAINING...	26
12.	TERRITORY .....	34
13.	TRADEMARKS .....	37
14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION .....	45
15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED STORE .....	46
16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	48
17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....	49
18.	PUBLIC FIGURES .....	55
19.	FINANCIAL PERFORMANCE REPRESENTATIONS .....	55
20.	OUTLETS AND FRANCHISEE INFORMATION.....	56
21.	FINANCIAL STATEMENTS.....	61
22.	CONTRACTS .....	61
23.	RECEIPT .....	61

### Exhibits

A	Financial Statements	
B	Franchise Agreement (With Exhibits)	
	Exhibit 1 - Fact Sheet	
	Exhibit 2 - Multiple Franchise Purchase Addendum	
	Exhibit 3 – SBA Addendum	
C	List of State Agents for Service of Process and State Administrators	
D	Table of Contents of Confidential Operations Manual	
E	Information Regarding Franchisees and Certain Former Franchisees	
F	State Addenda	
G	Conditional Assignment of Telephone and Directory Listings Assumed Name Relinquishment Form Transfer Agreement and Release Form Renewal Agreement and Release Form	
H	State Effective Dates	
I	Disclosure Document Receipt	

---

1.

**THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

---

A. The Franchisor. **Schmizza International, Inc.** is the franchisor of the Schmizza concepts. The principal place of business for Schmizza International, Inc. is 1500 Liberty Street SE, Suite 160, Salem, Oregon, 97302.

B. Definitions. To simplify the language in this Franchise Disclosure Document, "Company," "we," "our" or "us" refers to Schmizza International, Inc., the franchisor of this business. "You" refers to you, the prospective franchisee whether you are a person or an entity. "Developer" refers to the prospective franchisee who purchases multiple franchise agreements to develop, own and operate more than one Franchised Store within a specified geographic area under Multiple Franchise Purchase Addenda added to each of the franchise agreements which are to be signed at the same time and which will be in the form described in this disclosure document. "Schmizza store" refers to a Franchised Store operating under the name "Pizza Schmizza," "Schmizza Public House," or "Schmizza Pub & Grub" or related names. Collectively and individually franchised stores and franchise premises may be referred to as "Franchised Store(s) and" Franchise Premises", respectively. The names under which we conduct business are "Pizza Schmizza," "Schmizza Public House," "Schmizza Pub & Grub" and "Schmizza". Collectively these marks and any other trademarks, service marks, trade names, logotypes or commercial symbols related to this franchise offering are referred to as the "Marks."

"Pizza Schmizza" is a modest sized (1,500 to 2,500 square feet) restaurant typically seating 35-60, focused on offering gourmet New York style pizza by the slice in a fun irreverent environment.

"Schmizza Pub & Grub" is the same as Pizza Schmizza, except that it is larger (typically 2,500 to 3,500 square feet), seats 45 – 85, and offers a full bar with multiple televisions.

"Schmizza Public Houses" are significantly larger, (4,000 to 6,500 square feet), offer a significantly enhanced menu containing hamburgers, tacos and other foods. In addition to a bar, these restaurants offer 30 – 60 craft and other beers on tap, and maitre'd service. Most offer private event rooms as well.

C. Our Prior Experience and Parents, Predecessors and Affiliates. We are an Oregon corporation formed on August 6, 2001. We have offered Schmizza franchises since our inception. The Pizza Schmizza concept was founded in Hillsboro, Oregon in 1993 by Andre and Carla Jehan. Operating as Pizza Schmizza, Inc. the Jehans opened another store near Hillsboro and a third in Forest Grove, Oregon during the 1990's. In 2000 a new operating company was formed, ADB Company, LLC which constructed, owned and operated Schmizza stores. These entities have not and do not offer franchises in this or any other line of business.

We became a wholly owned subsidiary of Figaro's Italian Pizza, Inc. ("Figaro's") on March 31, 2008 and were separated from Figaro's as a sister corporation on January 2, 2014. We and Figaro's share a number of the same directors and senior management officers. Figaro's principal place of business is the same as ours. Figaro's has operated and offered franchises for businesses that offer and sell at retail pizza and related products, beverages, merchandise and services since May 13, 1986 as described in its separate Franchise Disclosure Document.

On October 31, 2006, Figaro's acquired the Sargo's Subs brand and system of franchises that offer and sell retail sub sandwiches and related products, beverages, merchandise and services and conducted a business, as franchisor, of that system until February 2013. Figaro's does not offer franchises in any other lines of business.

On January 23, 2012, Figaro's acquired the Nick-N-Willy's brand and system of franchises that offer and sell retail pizza's, salads, sandwiches, desserts and related products, beverages, merchandise and services. It has conducted a business, as franchisor, of that system since February 2012.

Our affiliate and wholly-owned subsidiary Schmizza Restaurant Group, Inc. is an Oregon corporation formed on September 25, 2014. Its principal business address is 1500 Liberty Street SE, Suite 160, Salem, Oregon, 97302. In November 2014, we acquired two franchised locations from our franchisee Andre Jehan. We assigned these locations to Schmizza Restaurant Group, Inc. effective January 1, 2015. The two franchises are located at: 415 SW Montgomery, Portland, OR; and 18201 NW Evergreen Pkwy, Beaverton, OR. Schmizza Restaurant Group, Inc. has never offered franchises in this or any other line of business and has no other business operations.

We developed the "Schmizza Pub & Grub" concept in 2009 and the "Schmizza Public House" concept in 2015 and began offering them as specific alternative Schmizza franchise concepts in January 2016.

Other than the above-described entities, we have no parents, predecessors or affiliates.

D. Our Business Activities. Our business activities include the grant to qualified persons or entities of the right to establish and operate individual retail food facilities under the relevant trade names, trademarks and service marks (as further described in this disclosure document) in accordance with the terms of the Franchise Agreement ("Franchise Agreement"). We also grant to qualified parties multiple franchise agreements to develop and operate more than one Franchised Store within a geographic area ("Designated Territory") consistent with the terms of a Multiple Franchise Purchase Addendum to each of the franchise agreements ("Multiple Franchise Purchase Addendum"). We have also offered master franchise rights in the past. We are not currently offering the master franchise opportunity, but if we do in the future, the master franchise offering will be made through a separate franchise disclosure document and may only be offered in a franchise registration state once the master franchise offering is registered in that state.

E. The Schmizza Franchises. We have developed and own a unique system (the "System"). The System is identified by the Marks and related marks. The System relates to the establishment, development and operation of businesses for the retail sale of high quality and unique pizza, pasta, exotic drink, dip stick and salad products (and related merchandise) prepared in accordance with specified recipes and procedures (the "Menu Items") using the Trade Secret Food Products as defined in the Franchise Agreement and utilizing the Trade Secret Process as defined in the Franchise Agreement.

The characteristics of the System include distinctive exterior and interior layout, design and color scheme; exclusively designed signage, decorations, furnishings and materials; special recipes, formulae, menus and food and beverage designations; the Trade Secret Process ("Trade Secret Process") and the Trade Secret Food Products ("Trade Secret Food Products"); the "Confidential Operations Manual"; Local Store Marketing Manual, food and beverage storage, preparation and service procedures and techniques; operating procedures for sanitation and maintenance; and methods and techniques for inventory and cost controls, record keeping and reporting, personnel management, purchasing, sales promotion and advertising, all of which we may periodically change.

Most Franchised Stores operate from leased space. You may purchase multiple locations pursuant to Exhibit 2 of the Franchise Agreement - the Multiple Franchise Purchase Addendum.

The Franchised Store is subject to the following industry-specific laws and regulations including those affecting restaurant businesses generally. The business of operating a Franchised Store is subject to all of the laws, codes and regulations (referred to below generally as "laws") normally applicable to retail businesses. These include: (1) federal, (2) state, and (3) in most instances, city, county, parish, borough, municipality or other local laws.

\*State regulations may govern the temperatures at which you store and serve food.

\*Many local or state jurisdictions require food service permits for those preparing and serving food to the public. You and your employees may be required to pass a test or other certification process to obtain such a permit. There may also be local ordinances and regulations governing food storage, preparation and serving.

\*Your store may be subject to local food and health permits and inspection laws. Health laws are intended in part to reduce food borne illnesses and may cover such issues as: requiring employees to take a test and obtain a license as a food service worker, having accessible sinks, bathrooms for certain size establishments, inspections for cleanliness and compliance, equipment cleaning, storage and packaging, size of facilities, allowed foods, refrigeration, etc.

1. Federal. Examples of federal laws are wage and hour, occupational health and safety, equal employment opportunity, hazardous materials communication to employees, hazardous waste and environmental, and the Americans with Disabilities Act.
2. State. State laws may cover the same topics as federal laws. Examples of state laws include environmental, occupational health and safety, fire, health, and building and construction laws.
3. Local. Local laws may cover the same topics as federal and state laws. Examples of local laws include health and sanitation, building codes, fire codes, and waste disposal.

Apart from full compliance with fluctuating and varied state and local rules related to Covid-19 shelter-in-place, business and essential services opening and operations restrictions, social distancing, disinfection, surface cleaning, hand washing, hand sanitation, and masking requirements, we have not made and do not intend to make any changes to our business model to adapt to governmental or consumer demands either during or post-COVID-19.

We believe the market for pizzas, calzones, submarine sandwiches, salads, beverages and other Italian food products is developed. The Franchised Stores' products will be sold to the general public in competition with national and local quick-service food businesses and with other pizza and submarine sandwich stores.



---

**2.**  
**BUSINESS EXPERIENCE**

---

**COMPANY PERSONNEL:**

**Chairman/CEO: Ron Berger**

Mr. Berger has served as Chairman/CEO of our affiliate company, Figaro's Italian Pizza, Inc. since June 1, 2001. He has served as our President/CEO since March 31, 2008. Since July 2018, he has served on the Board of Directors of the Pizza Innovators and Entrepreneurs (PIE) advocacy group of the American Pizza Community industry association. Mr. Berger serves on the Board of Directors of the Desert Tortoise Preserve Committee in Riverside, California, and in 2013 was elected its President. Finally, he is President of the Desert Tortoise Conservancy in Palm Springs, California.

**President/COO: Jeff Rode**

Mr. Rode has served as our President/COO in Salem, Oregon since September 2019. From August 2018 to September 2019, he was retired from employment. He served as CEO of Pizza Masters of Illinois, Inc., a Papa Murphy's Pizza Franchisee operating stores in Central Illinois, between August 2009 and August 2018 during which time he also served as President of the Central Illinois Advertising Group.

**Director: Carol Berger**

Mrs. Berger has been a director of our company since March 31, 2008. She has been a director of our affiliate, Figaro's Italian Pizza, Inc., since June 1, 2001. Since November 2014, she has been a Realtor with Leaskou Partners in Palm Springs, California. She has been involved in real estate sales and investments since 2004.

**Director of Store Operations – Roger Jehan**

Mr. Jehan has been our Director of Store Operations since April 2014.

**FRANCHISE BROKERS AND MASTER FRANCHISEES:** Our franchise brokers and Master Franchisees are in Exhibit K. They are listed by state.

---

**3.**  
**LITIGATION**

---

No litigation is required to be disclosed in this Item.

---

**4.**  
**BANKRUPTCY**

---

No bankruptcy is required to be disclosed in this Item.

---

**5.**  
**INITIAL FEES**

---

**A. Individual Franchise Payment for First Franchise**

When you sign the Franchise Agreement, you must pay us an initial franchise fee as stated below:

a. The Initial Franchise Fee for your first Standard Schmizza franchise is \$39,000 plus the \$10,000 Franchise Coordination Fee (described below). In addition, for your first Standard franchise you pay a Grand Opening Fee (described below) of \$12,500.

b. We may offer franchises at a reduced initial fee to our existing franchise owners.

c. Franchise Coordination Fee. We provide assistance to franchise owners in opening their first Standard Franchised Store as efficiently as possible. We will assist you in ordering a complete equipment package. We may, in our sole discretion, determine that on-site inspection is appropriate under the circumstances prior to granting approval of a site location. If so determined, we will perform the on-site inspection at no additional cost to you for up to one site as part of the Franchise Coordination Fee. If you desire to have additional sites inspected for your first store (and for all sites inspected for your second and any additional stores), or for other types of franchises for which the Franchise Coordination Fee is not included in the Initial Franchise Fee, or if we do not determine that an on-site inspection is warranted, you will be responsible for paying the actual out of pocket costs incurred by us to perform any on-site inspection. You will pay to us \$10,000 (the "Franchise Coordination Fee") for this assistance upon signing the Franchise Agreement for the first Standard franchise you purchase. (See Item 11 below for more information.) The Franchise Coordination Fee is not refundable under any circumstances.

d. Grand Opening. You will pay to us \$12,500 upon signing the Franchise Agreement for the first Standard franchise you purchase for the development and production of advertising to promote your grand opening within and around your Franchise Premises. Approximately \$2,000 to \$2,500 of this fee will be allocated to acquiring materials required for your grand opening, such as balloons, and the remaining approximately \$10,000 will be expended towards media, printing and other opening period advertising in your local market. For the second and each subsequent Standard franchise, and for all other types of franchises, you will spend not less than \$12,500 for Grand Opening advertising. Although our experience indicates that an initial grand opening campaign utilizing \$12,500 followed by local advertising at the levels described in the Franchise Agreement is adequate in most cases, market conditions vary widely, both in terms of competition, familiarity with Schmizza, and in terms of media availability and costs. Depending on these and other conditions specific to your location, we may recommend, but will not require, that your marketing budget for the first year of operation substantially exceed levels required in the Franchise Agreement.

The individual franchise fee and the other fees listed in this section are non-refundable under any circumstances except as follows. If the Franchise Agreement represents your first Schmizza franchise and if no acceptable site is found, approved by the parties and opened for business within 18 months from the date of the Agreement or if you fail to commence operations within 18 months for any reason, then, upon 30 day's prior written notice and opportunity to cure, the Franchise Agreement may be terminated and payments received by us less \$39,000 will be returned to you. If the Franchise Agreement represents an additional Schmizza franchise for you, then the time to locate and approve and open an acceptable site will be an additional 18 months for the second store and 18 months for each additional store from the date of the Agreement. If no acceptable site is found and approved and opened for the additional site within that time period, the Agreement will terminate without notice by either party to the other on the expiration date, and no portion of any payment paid by you to us will be refundable or returned to you. Upon termination consistent with this provision, we will be fully and forever released from any claims or causes of action you may have under the Franchise Agreement and any right, title or interest in the Agreement, the Marks or the System will automatically revert to us.

If the franchise is terminated by either party before the opening of the store, the Grand Opening Fee, to the extent it has been paid by you, will be refunded in full, less any of our expenses (see also Item 7, footnote 7).

If required by us, you must pass aptitude, qualification and food safety tests to our exclusive satisfaction. These tests must be taken by you before you attend the mandatory training course described in Item 11, below.

If we determine in our sole discretion that you are unable to satisfactorily pass the training program, aptitude, food safety or other qualification testing or are unqualified for any other reason, we will have the right to require you to attend the training school for a second time or to terminate the Agreement. If you attend the second training and are unable to satisfactorily complete the program or remain unqualified, we will have the right to terminate the Franchise Agreement upon written notice to you. If the Agreement is terminated consistent with this paragraph, we will return to you the franchise fees you paid to us minus \$15,000 to help cover the expenses incurred by us as of such date for providing training to you and other expenses incurred, and for lost opportunity. Upon return of said amount, we will be fully and forever released from any claims or causes of action you may have under the Franchise Agreement and you shall have no further right, title or interest in the Agreement, the Marks or the System.

#### B. Multiple or Additional Franchise Purchases

Existing franchisees may purchase additional franchises for an initial franchise fee of \$15,000 per franchise. If you purchase additional franchises simultaneously with the first franchise you purchase, each will have an initial franchise fee of \$10,000 if paid at the time.

According to the Multiple Franchise Purchase Addendum, you as the Developer receive the right to develop a specified number of Schmizza Franchised Stores pursuant to that specific number of franchise agreements within the Designated Territory. You pay to us initial franchise fees for each store in accordance with the following schedule.

For the first Schmizza Franchised Store to be developed within the Designated Territory

\$39,000  
(Plus, the Coordination and Grand Opening Fee)

For each additional Schmizza Franchised Store to be developed within the Designated Territory

\$10,000  
if paid when the Franchise Agreement for your first franchise store is executed. The fee is \$15,000 if paid at any time after the Franchise Agreement for your first franchise is executed.

Simultaneously, you execute a Franchise Agreement for each Franchised Store to be developed and pay to us the full initial franchise fee for the first Franchised Store, plus 100% of the aggregated initial franchise fees to be paid for the additional Franchised Stores that you have agreed to establish within the Designated Territory, plus the Grand Opening fee for the first Franchised Store to be opened.

The initial fees are uniform except as described in this Item 5. We intend to raise the initial franchise fee after certain growth levels have been attained. The increased franchise fee and timing have not been determined as of this date.

Occasionally, we may grant new franchises with reduced or no initial fees as an award to a limited number of existing franchisees who have excelled in the franchise system. For example, at a franchise convention we may make such an award to the owner of the franchise store with the highest volume, highest comparative sales increase or similar achievements. Although we have never done so, we reserve the right to grant new franchises to our shareholders and their family members with reduced or no initial fees.

#### C. Franchisee Referral Fee

An existing franchisee who refers a new franchisee to us receives a referral fee of \$5,000. We pay this referral fee after we receive the entire initial franchisee fee from the new franchisee and only for the first franchise purchased by the new franchisee. This program applies only to new franchises purchased at our Standard \$39,000 initial franchise fee. If the franchisee you refer initially qualifies for any form of discount, then your referral fee will be reduced pro rata. If, for example, the new franchisee pays 20% less, then you will receive 20% less. Be aware that some states may require that you register as a franchise sales agent or broker in order to receive the referral fee.

We reserve the right to terminate this program at any time.

#### D. Grow From Within Program

Existing franchisees, with one or more currently open stores, may purchase one or more "Grow from Within" franchises. The Initial Franchise Fee is discounted to \$100 and is paid when the Grow from Within franchise agreement is signed. The Continuing Licensing Fee is reduced to 3% during the initial 20-year term of the franchise. You will have up to 18-months to open the franchise after

the franchise agreement is signed – remember, our franchises may not be transferred or re-sold unless and until the franchise store is open and operating. If you permanently close, as opposed to relocate, a currently open store, then the Continuing Licensing Fee for each of your Grow from Within franchise agreements will immediately increase from 3% to 6% for the balance of the 20-year term(s).

We reserve the right to terminate this program at any time, upon not less than 60 days' notice.

---

**6.  
OTHER FEES**

---

Name of Fee	Amount	Due Date	Remarks
Continuing Licensing Fees <sup>1</sup>	6% of Gross Receipts; Minimum of \$150 per week from initial opening of the store	Payable no later than the Friday following the business week ending on Sunday	See Definition of Gross Receipts. <sup>1</sup>  This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual.
Branding Fee <sup>2</sup>	3% of Gross Receipts  Each month that you are current on all financial reports and franchise fee payments and all other payments owed to us, you may take a 1% discount on your Branding Fee.  A 1% increase in your Branding Fee, will automatically be triggered by your failure to spend the minimum Local Advertising	Payable at the same time and in the same manner as Continuing Licensing Fees	Contributions required by you.  This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual.  We use the Branding Fee and its proceeds to maintain the integrity of, further develop, and to grow the Schmizza system and brand awareness and loyalty to the Schmizza brands.

Name of Fee	Amount	Due Date	Remarks
	requirement or to report Local Advertising Contributions.		
Local Advertising <sup>3</sup>	<p>3% of Gross Receipts; can be increased to 4% of Gross Receipts with 30 days prior written notice, with a credit for any cooperative advertising you pay</p> <p>Out of this amount, we may require that at least, 0.125% of Gross Receipts be sent to us as a contribution to H.E.L.P. the charity or other charitable causes.</p>	Monthly	<p>Paid directly by you.</p> <p>This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual.</p>
Cooperative Advertising <sup>4</sup>	Amount not to exceed 4% of Gross Receipts	Monthly	Contributions required if cooperative is established in your area.
Rebates <sup>5</sup>	All rebates received	When received	All rebates must be given to us for the benefit of the System.
Promotional Items <sup>6</sup>	Our cost-plus reasonable markup	When developed	If we develop special promotional items, you must keep a representative inventory in stock.
Multi-Area Marketing and Discount Programs <sup>7</sup>	Marketing Kits, Commissions, discounts, or free products	When presented	You may be required to purchase Marketing Kits at a reasonable price (currently \$100), and to participate in, extend discounts and give free

Name of Fee	Amount	Due Date	Remarks
			products to coupon holders.
Late Fee for Failure to Submit Report or Payment on Time	\$50 per incident	After due date	Applies to all Report and al Continuing Licensing Fees, advertising contributions and amounts due for purchases from us.
Late Payments <sup>8</sup>	Highest applicable legal rate for open account business credit, not to exceed 1.5% per month	After due date	Applies to all Continuing Licensing Fees, advertising contributions and amounts due for purchases from us.
Tax Payments	If we are charged with any tax by the authorized taxing authority of any state or political subdivision, including taxes on sales made to or licenses granted to you, or sales made by you at the Franchise Premises, you will pay these taxes.	You will pay to us promptly and when due.	This includes the amount of all sales taxes, personal property taxes and similar taxes imposed upon, required to be collected, or on account of collection by us of the Initial Franchise Fee, the Continuing Licensing Fee, or any other payments you make to us pursuant to this Agreement.
Audit <sup>9</sup>	Cost of audit plus interest on underpayment	Immediately upon demand	Payable only if our audit shows that you understated Gross Receipts by at least 2%.
Insurance Reimbursement <sup>10</sup>	Premium amounts	Must have the policies within 3 months after signing the Franchise Agreement, but before you acquire an interest in the real property on which you will operate	Minimum amounts required.

Name of Fee	Amount	Due Date	Remarks
		the Franchised Store	
Transfer Fee <sup>11</sup>	Greater of \$16,000 or 2% of gross proceeds from sale of the Franchised Store	At the time of transfer	See Note 11 below.
Additional Training and Assistance <sup>12</sup>	Currently \$200 per day or \$900 per week.	Time of training or assistance	Additional training is at your cost. This includes the charge for training for additional stores owned by multiple unit operators.
Additional Manager Training <sup>13</sup>	\$900 per week per individual	Time of service	You pay for training if you request it.
Continuing Education <sup>14</sup>	You will be required to pay your expenses as well as your employees' expenses in attending these programs	Time of program	Attendance will not be required more than once each year and will not last more than 4 days each.
Renewal Fee	None There is a monthly late renewal fee of \$250, if you elect to renew but fail to sign the new franchise agreement prior to the renewal deadline.	N/A	No renewal fee is payable, but you must be in compliance and sign a new franchise agreement.
Cost of Enforcement or Defense	All costs including attorneys' fees	Upon settlement or conclusion of claim or action	You will reimburse us for all costs in enforcing our obligations related to the Franchise Agreement.
Operation of the Franchised Store in Case of Absence,	Reasonable compensation and	Weekly after time of service and at the same time as	Prevents harmful interruption or depreciation of the Franchised Store in case



Name of Fee	Amount	Due Date	Remarks
Incapacity or Death	expenses for our representative	Continuing Licensing Fees	of your absence, incapacitation or death.
Operation of the Franchised Store in Case of Your Default	\$400 per day plus expenses	Weekly after time of service and at the same time as Continuing Licensing Fees	We may operate your Franchised Store if you fail to cure a default within 20 business days of receipt of written notice to cure.
Indemnification	All costs including attorneys' fees	Upon settlement or conclusion of claim or action	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Franchise.
Supplier/Supply Approval	Actual cost of test	Time of inspection	Applies to new suppliers or supplies you wish to purchase that we have not approved.
Lost Confidential Operations Manual	\$500	Time of replacement of the Confidential Operations Manual	If you lose or misplace the Confidential Operations Manual, we will issue a new one to you for a fee.
Cure Costs, Penalties, and Cure Fee	<p>Our cost to correct the default or a fine of \$100 per day until you have resolved the default.</p> <p>\$2,500 Cure Fee</p> <p>\$800 a day Service Fee, plus expenses.</p>	As Billed	If you fail to comply or diligently begin to comply with any element of the Franchise Agreement after not less than 10 days' written warning, we may correct the default without further notice to you, and subsequently bill you for all associated costs, or, in the alternative, we may fine you up to \$100 per day for every day after the 10-days' written notice,

Name of Fee	Amount	Due Date	Remarks
			<p>until you correct the deficiency. You must pay the billed or fine amount within ten days of presentation of our invoice. Example: You have a shelf which is broken, but you fail to fix or replace it, despite it being called to your attention by us, we may repair or replace that shelf, at your expense or we may fine you up to \$100 per day until you have repaired or replaced the shelf.</p> <p>If you breach any provision of the Franchise Agreement that is curable and we give you notice of the breach, in addition to curing the breach you must pay us a Cure Fee of \$2,500 to help defray our administrative and corporate costs related to the breach and remedy.</p> <p>In addition, if you have not cured a default within 30 days after notice, we may enter your franchised store and exercise complete authority with respect to the operation of the business until we determine that your default has been cured. You will pay us a service fee of not less than \$800 per day plus all travel expenses, room and board and other expenses reasonably</p>

Name of Fee	Amount	Due Date	Remarks
			incurred by our representative so long as required to enforce compliance
Mystery Shopper Fee	Standard Charges by Mystery Shopper Service (currently \$10 to \$100 per visit)	As Billed	We may use mystery shopper services to make periodic visits to your Franchised Store to measure performance. If your performance does not meet our specifications as outlined in the Operations Manual, you may be required to pay us the then current cost of the mystery shopper service. (Details are set forth in the Operations Manual.)

Unless otherwise agreed in writing, all of your reports to us and all of your payments to us must be in in US dollars. Your business checking account used for our weekly ACH of Continuing Licensing payments and Branding Fee contributions must also be in US dollars.

All fees are imposed by and are payable to us, unless otherwise noted. Any interest owed begins to accrue from date of underpayment. You do not pay other fees or payments to us and we will not impose or collect any other fees or payments in whole or in part on behalf of any third party.

<sup>1</sup> Continuing Licensing Fees. You will pay to us a weekly Continuing Licensing Fees equal to the greater of the Minimum Continuing Licensing Fee or 6% of the Gross Receipts derived from the Franchised Store. The minimum weekly Continuing Licensing Fees will be \$150 a week. Fees may be lower under the Grow from Within Program described in Item 5, above.

"Gross Receipts" includes the total of all sales of food products, beverages and other merchandise and products to your customers, whether or not sold or performed at or from the Franchised Store. "Gross Receipts" does not include customer refunds, discounts, use or service taxes paid to taxing authorities.

<sup>2</sup> Branding Fee. You will contribute 3% of your Gross Receipts as a Branding Fee. See Item 11. Failure to spend the minimum Local Advertising requirement (described below) or to report Local Advertising Contributions on two consecutive occasions automatically triggers a 1% increase in the minimum Branding Fee from 3% to 4%.

<sup>3</sup> Local Advertising. Each calendar month, you must also spend on local advertising and promotion an amount equal to 3% of your Gross Receipts for the preceding calendar month. At our direction upon 30 days prior written notice, we can increase this amount to 4% of your Gross Receipts for the prior calendar month. On or before the 15th day of each month (or less frequently

if we so direct), you will furnish to us, in a manner we approve, an accurate accounting of the previous month's expenditures on local advertising and promotion, as well as tear sheets, invoices and other supporting documents as we may specify. The aggregate of your contributions for local and cooperative advertising during any month will not exceed 4% of your Gross Receipts during that month.

Failure to spend the minimum Local Advertising requirement or to report Local Advertising Contributions on two consecutive occasions automatically triggers a 1% increase in the minimum Branding Fee from 3% to 4%.

<sup>4</sup> Cooperative Advertising. We may periodically designate a local, regional or national Advertising Coverage Area in which your business and at least one other of our franchises is located for purposes of developing a cooperative local, regional or national advertising or promotional program. Franchisor-owned outlets have a single vote per outlet, as described in Item 11. The aggregate of your contributions for local and cooperative advertising during any month will not exceed 4% of your Gross Receipts during that month.

<sup>5</sup> Rebates. You must submit to us all rebates received from suppliers and distributors of any merchandise, products and/or suppliers for use in or sale from the Franchised Store. With the exception of elements associated with your Initial Franchise Fee and Grand Opening Fee, we will contribute all funds we receive from supplier or distributor rebates generated as a result of franchisee purchases for the benefit of the System after deducting any of our related costs, including the fully burdened costs of any purchasing personnel and their expenses and support.

<sup>6</sup> Promotional Items. If we develop and market special promotional items, these items will be available to you at our cost plus a reasonable mark-up. You will maintain a representative inventory of these promotional items, which you may purchase from any source, provided they meet our specifications.

<sup>7</sup> Multi-Area Marketing and Discount Programs. Periodically we may establish Multi-Area Marketing Programs, including Internet, directories, affinity, co-branding, shows, events, gift certificate, gift card, scrip and discount or free coupon programs, designed to increase sales. We will notify you of the creation of all such programs and will advise you of the elements of these programs. Certain Multi-Area Marketing Programs may be mandatory. For such programs, you may be required to purchase related marketing kits at a reasonable cost, which may be automatically deducted from your franchise bank account. For optional programs, you will notify us of your desire to participate within 5 days of receipt of notice from us. Should you elect to participate, you will adhere to all elements of this program including maximum pricing.

<sup>8</sup> Late Payments. If you fail to pay when due any Continuing Licensing Fees, advertising contributions, amounts due for purchases by you from us or other amounts due to us, this amount will bear interest at the highest applicable legal rate in your state of operation for open account business credit, not to exceed 1.5% per month from the date this payment was due. However, we are not obligated to accept payments after the due date for same, or to extend credit or financing. Failure to pay amounts when due also constitutes grounds for termination of the franchise.

We have the sole discretion to apply any payments by you to any past due indebtedness for Continuing Licensing Fees, advertising contributions, expenses, purchases from us, interest or any other indebtedness.

You will promptly make payments of invoices and statements rendered to you in accordance with the terms of these invoices and statements and make timely remittances of rent as required on your

lease, Continuing Licensing Fees, Branding Fees and product purchases consistent with the Franchise Agreement.

If any payments to us or vendors of Trade Secret Food Products, are late by more than 5 business days, we may order all Trade Secret Food Product deliveries withheld from you until we and relevant vendors receive payment of your account.

<sup>9</sup> Audit. Our representatives have the right at all reasonable times to inspect and copy your books, records and tax returns and to have an independent audit made of your books. If inspection reveals that any payments have been understated in any report by you to us or if you fail to deliver any required report of gross receipts or any required financial statement in a timely manner, then you will immediately pay us any amounts owed, as well as interest on the unreported receipts at the maximum rate permitted by law. Upon discovery of an understatement of 2% or more, you must also pay and reimburse us for all expenses connected with said inspection, including reasonable accounting and legal fees.

<sup>10</sup> Insurance Policies. If you fail to procure the required insurance coverage, we have the right to procure the insurance for you and charge the cost of this insurance, as well as our related expenses, to you.

<sup>11</sup> Transfer Fee. Upon sale of any interest in the franchise by you, you must pay a non-refundable transfer fee of the greater of \$16,000 for each Franchise Agreement or other interest being transferred, or 2% of the gross proceeds from the sale. If the transfer is to one of your management team members or to another operating and fully compliant franchisee, the transfer fee may be reduced to \$8,000 if we determine that no training is required for the transferee. If the transfer is to an immediate family member (spouse or children over 21 years of age) or is an assignment of interest to an affiliated entity under Section 20.2.2.1 of the Franchise Agreement, the transfer fee may be reduced to \$500 if we determine that no training is required for the transferee. The transfer fee will be paid upon the transfer of each Franchise Agreement transferred by you. In addition, you will pay us an eight-percent commission on the gross transfer price (excluding the price of real property), if we obtain the transferee for you.

If you submit for our approval any proposed transfer, sale, assignment or conveyance of all or any part of the rights and duties under the Multiple Franchise Purchase Addendum, you or the transferee will be required to pay to us an assignment fee, not to exceed \$16,000 for the first store and if multiple stores are sold to a single buyer in a single transaction, not to exceed \$500 for the second and each additional store sold in that transaction to cover the expenses of the transfer which include legal and accounting fees, credit investigation and other evaluation charges.

<sup>12</sup> Additional Training and Assistance. If you are a first-time purchaser and not a transferee, we, at our expense, will provide you with a representative who will spend a minimum of 7 days but no more than 11 days at your Franchised Store during the initial month of operation. If you request and receive additional assistance during the first month, you will reimburse us for our related expenses. For any additional stores or if you are a transferee, we will determine the extent to which, if any, on-site training or store opening support will be required. Such training will be provided at your expense at the current rates then published in the Operations Manual.

<sup>13</sup> Additional Manager Training. We will make training available, as is reasonable and necessary, for all managers designated by you at the then-current rates as published in the Confidential Operations Manual. The current rate for manager training is \$900 per week per individual.

<sup>14</sup> Continuing Education. We may provide and conduct refresher training programs or seminars at a location we designate. Seminars and refresher training programs will be conducted at your expense. We will not require your attendance more than once each year, and attendance will not exceed 4 days in duration for each program.

<sup>15</sup> Refunds. Any fees paid to us are non-refundable unless otherwise noted. Amounts paid to any third parties may be refundable, depending upon the contracts between them and you.

You must comply within a time we deem reasonable with any requirement we impose to modify the shop layout, furnishings, fixtures, equipment, decorations, and décor (Franchise Agreement, Paragraph 5.5). In any calendar year, such modifications will not result in direct out-of-pocket costs to franchisee of more than \$20,000, with a total maximum cap of not more than \$35,000 over the term of this Agreement.

---

**7.  
ESTIMATED INITIAL INVESTMENT**

---

**YOUR ESTIMATED INITIAL INVESTMENT**

Name of Expenditures	Actual or Estimated Amounts for <i>Pizza Schmizza</i>	Actual or Estimated Amounts for <i>Schmizza Pub &amp; Grub</i>	Actual or Estimated Amounts for <i>Schmizza Public House</i>	Method of Payment	When Due	Whom Payment Is to be Made
Initial Franchise Fee <sup>1</sup>	\$39,000	\$39,000	\$39,000	Lump Sum	Upon Execution of Franchise Agreement	Company
Franchise Coordination Fee <sup>1,4</sup>	\$0 - \$10,000	\$0 - \$10,000	\$0 - \$10,000	Lump Sum	Upon Execution of Franchise Agreement	Company
Grand Opening Advertising <sup>7</sup>	\$0 - \$12,500	\$0 - \$12,500	\$0 - \$12,500	Lump Sum	Upon Execution of Franchise Agreement	Company
Lease Acquisition <sup>2</sup>	\$2,000 - \$8,000	\$2,000 - \$14,000	\$6,000 - \$20,000	As Arranged	As Arranged	Lessor
Licenses and Permits	\$100 - \$2,000	\$100 - \$2,000	\$500 - \$4,000	As Incurred	As Incurred	Suppliers
Architectural and Blueprints	\$0 - \$500	\$1,000 - \$1,500	\$1,500 - \$7,500	As Incurred	As Incurred	Suppliers
Leasehold Improvements <sup>3</sup>	\$50,000- \$215,000	\$85,000 - \$215,000	\$125,000 - \$215,000	As Arranged	As Arranged (often 50% before beginning 50% upon completion)	Lessor, Contractors
Equipment & Fixtures <sup>4</sup>	\$60,000- \$150,000	\$60,000- \$150,000	\$100,000- \$150,000	As Arranged	As Arranged (often 50% on order 50% when installed)	Designated and Approved Suppliers
Computers, Office Equipment, and Related Supplies	\$15,900 - \$21,750	\$15,900 - \$25,250	\$15,900 - \$26,000	As Incurred	As Incurred	Suppliers

Name of Expenditures	Actual or Estimated Amounts for <i>Pizza Schmizza</i>	Actual or Estimated Amounts for <i>Schmizza Pub &amp; Grub</i>	Actual or Estimated Amounts for <i>Schmizza Public House</i>	Method of Payment	When Due	Whom Payment Is to be Made
Telephone & Utility Installation and Deposits	\$200 - \$500	\$200 - \$500	\$200 - \$1,000	As Incurred	As Incurred	Suppliers & Utilities
Opening Inventory <sup>5</sup>	\$5,000 - \$8,500	\$6,500 - \$8,500	\$7,500 - \$8,500	Terms	14 Days	Designated and Approved Suppliers
Employees	\$500- \$3,000	\$500 - \$3,000	\$1,500 - \$3,000	As Arranged	As Arranged	Employees
Uniforms	\$300 - \$500	\$300 - \$750	\$300 - \$1,500	As Incurred	As Incurred	Suppliers
Training <sup>6</sup>	\$500 - \$5,000	\$500 - \$5,000	\$3,000 - \$5,000	As Incurred	As Incurred	Transportation Lines, Hotel & Restaurants
Signs <sup>8</sup>	\$4,500 - \$10,000	\$4,500 - \$10,000	\$4,500 - \$10,000	As Arranged	As Arranged	Approved Suppliers
Insurance <sup>10</sup>	\$500 - \$1,000	\$500 - \$1,500	\$500 - \$2,500	As Arranged	As Arranged	Insurers
Additional Funds <sup>9</sup>	\$15,000 - \$35,000	\$16,500 - \$50,000	\$15,000 - \$50,000	As Incurred	As Incurred	Suppliers, Employees, etc.
Miscellaneous <sup>7</sup>	\$10,000	\$15,000	\$25,000	As Incurred	As Incurred	
<b>TOTAL</b>	<b>\$203,500- \$532,250</b>	<b>\$247,500 - \$564,000</b>	<b>\$345,400 - \$591,500</b>			

#### NOTES

<sup>1</sup> Initial Franchise Fee. The franchise fee is \$39,000 (not including Franchise Coordination Fee and Grand Opening Fee), depending on whether you purchase an additional franchise, as described in Item 5. See also grand opening advertising at note 7 and franchise coordination fee at note 4, below.

Area Development. According to the Multiple Franchise Purchase Addendum, you receive the right to develop a specified number of Franchised Stores pursuant to that specific number of related franchise agreements within the Designated Territory. You will pay to us initial franchise fees for each store in accordance with the schedule described in Item 5 - simultaneously, you execute a Franchise Agreement for each Franchised Store to be developed and pay to us the full initial franchise fee for the first Franchised Store, including the Franchise Coordination Fee, plus 100% of the aggregated initial franchise fees to be paid for the additional Franchised Stores that you have agreed to establish within the Designated Territory, plus the Grand Opening Fee for the first Franchised Store to be opened.

<sup>2</sup> Lease Acquisition. You must lease appropriate space if you do not own adequate space. Typical locations for Schmizza stores are shopping centers or other commercial retail areas. We recommend 1,200 to 1,700 square feet and we require a minimum of 1,200 square feet for a Standard franchise. Typically, you must pay the first and last months' rent in advance so we estimate the initial expense will be \$2000 to \$6,000. We require that you obtain in your lease agreement language that allows us to assume the lease upon your default or termination as specified in the Franchise Agreement. If you own the premises, you must agree to rent the store location to us upon termination or expiration of the Franchise Agreement.

<sup>3</sup> Leasehold Improvements. The cost of construction and leasehold improvements depends upon the size and condition of the Premises, the local cost of contract work and the location of the store. The range of figures set forth for a Franchised Store is the cost of reasonable renovation or leasehold improvements, and may be less if the lessor provides a construction allowance to lessee. This includes plumbing and electrical work, a drive-up window (if one is installed), and other interior decorating before opening the store. The cost of fixtures will vary, depending on the lease or finance terms available to you, the size and layout of the facility and other relevant factors. Recent experience suggests that a full size typical Schmizza store can expect total leasehold improvement costs of \$75,000 to \$125,000.

<sup>4</sup> Equipment and Fixtures. We will provide you with a list of all necessary equipment and fixtures which currently include, depending on the type of franchise purchased, a point-of-sale computer system and related maintenance contracts, mixer, dough roller, dough sheeter, walk-in coolers, freezer, ovens, exhaust systems and miscellaneous small wares. You must obtain and install the equipment before the store opens for business. Fixtures include cabinets, shelves and counters. You may purchase these fixtures from local suppliers and arrange for their installation. You may use your own suppliers. However, for your first Franchised Store, certain equipment must be purchased new, and may not have been previously used or reconditioned. This estimate includes installation.

Franchise Coordination Fee. We provide assistance to franchise owners in opening their first Standard franchise as efficiently as possible. You will pay to us \$10,000 (the “Franchise Coordination Fee”) which is in addition to the Initial Franchise Fee, for this assistance upon signing the Franchise Agreement for the first Standard franchise you purchase. This fee is not charged for additional franchises you purchase.

<sup>5</sup> Opening Inventory. You may purchase your initial inventory from designated products suppliers or any supplier approved in accordance with the Franchise Agreement and Item 8 of this disclosure document. Initial inventory includes various food products, the Trade Secret Food Products, beverages, paper products, cleaning supplies and other supplies utilized in the operation of the store as well as other merchandise or products sold by the store. This estimate is for the opening inventory of food and other supplies. You must purchase these inventory items before opening.

<sup>6</sup> Training. There is no separate charge for the training itself, but you must pay for the travel and living expenses of the persons attending the training program. The training program will be held for a minimum of four six-day weeks at an existing store selected by us. The training program is offered for up to two persons. It is mandatory for you to attend. You must complete it to our satisfaction before the store opens for business. The actual cost may vary from the estimate due to distances, methods of transportation, personal preferences and whether you must participate in the training program a second time and pay for the travel and living expenses associated with that second training. In addition, you must satisfactorily complete any aptitude, food safety or other qualification testing we require.

<sup>7</sup> Grand Opening Advertising. For the first Standard franchise you purchase, you will pay to us the sum of \$12,500 upon signing the Franchise Agreement. We will use these fees exclusively for development and production of advertising within and around your Franchise Premises and for the primary benefit of you for a period that may be as short as 21 days and as long as approximately 60 days after you open your Franchised Store. If the franchise is terminated by either party before the opening of the store, this fee, if it has been paid by you to us, will be refunded in full, less any of our expenses. This fee is not charged on any other or additional franchises you purchase. See Item 6 of this disclosure document. Also see footnote 9, below.



The Grand Opening media advertising campaign allocation may not prove adequate in some cases due to the wide variation in market conditions, local familiarity with the Schmizza brands, as well as media availability and local costs. Before you open your store, you will review the proposed campaign with our marketing department. It is expected that the allocation will be fully expended within 21 days to 60 days from your opening of the store. For the second and each subsequent store, you will spend not less than \$12,500 for Grand Opening advertising.

You will be shipped a number of promotional expendables paid for by your Grand Opening Fund that are necessary to open your store. They include menus, banners, labels, posters, point of sale materials, balloons, product photos, frequency cards and similar promotional materials. These cost approximately \$2,000 to \$2,500 and will be shipped via UPS to your home address. The remaining approximately \$10,000 will be expended towards media, printing and other opening period advertising in your local market. Several mystery shopper visits may be paid from the Grand Opening Fund.

<sup>8</sup> Signs. This estimate is for a lighted logo sign and neon signs, which must conform to our specifications and be installed before the store opens. The \$3,000 estimate assumes that you will use a smaller, low-end sign while the \$11,000 estimate assumes a larger, high-end sign. You must obtain your signs from vendors we specify. Sign costs may vary substantially depending upon type and style and on the location of the franchise.

<sup>9</sup> Additional Funds. The disclosures in this table represent anticipated costs and expenses to open and operate your franchise during its initial three months of operation. The estimate may not be adequate as the amount required will depend greatly upon the commitments you make. Additional funds will be required to finance operations until a positive cash flow is produced. We have relied on our experience since our inception and ongoing reports and communications from our franchisees in preparing these estimates.

<sup>10</sup> Insurance. You are required by the Franchise Agreement to insure against claims for product liability, personal injury and property damage with minimum limits of \$1,000,000 per occurrence. We have included \$6,000 to cover sales taxes, \$3,500 to cover freight, and \$4,500 to cover set up and installation in our high estimate. Each of these expenses varies widely depending upon your location and other factors. We require you to purchase automobile liability insurance with minimum limits of \$1,000,000 per occurrence in the event that you elect to operate a vehicle related to your franchise. The premium cost may vary depending on the insurance company and the location and condition of the Schmizza store. The estimate includes an initial premium payment of \$500 before the Schmizza store opens.

---

**8.**  
**RESTRICTIONS ON SOURCES OF PRODUCTS & SERVICES**

---

Approved Supplies and Suppliers

Periodically, in the Operations Manual we provide identities of approved manufacturers, suppliers and distributors, service providers, and approved food and non-food products, recipes for menu items, fixtures, small wares, furniture, counters, freezers, cash register, computer, equipment, signs, stationery, supplies, multi-area marketing programs, and other items or services necessary to operate the Franchised Store. We may also specify that you carry or use products and services previously approved for use in the System. At any time, we may specify and require you to obtain and use accounting systems and accounting/bookkeeping vendors we designate. This is especially true for renewing franchises that have been using systems and vendors that are out of date and ineffective. Pursuant to written and electronic notifications to you related to updates to the Operations Manual, we may revise the approved suppliers and the approved products and services periodically in our sole discretion.

We currently provide material benefits to franchisees based on use of designated or approved sources including the right to renew your franchise rights and to obtain additional franchises.

Currently, neither we nor our affiliates are approved suppliers of any product or service. There are currently no approved suppliers in which any of our officers own an interest.

All Menu Items and other food and beverage products and materials, containers, packaging materials, other paper and plastic products, menus, uniforms, forms, cleaning and sanitation materials, and other materials and services used in the operation of the Franchised Store will conform to the specifications, safety requirements, and quality standards established by us periodically in the Operations Manual. You may purchase products which meet these standards from suppliers we approve as meeting our criteria for Schmizza suppliers, as applicable, and as set forth periodically in the Operations Manual. If you propose to offer for sale at the Franchised Store any brand of product, or to use in the operation of Franchised Store any brand of food ingredient or other material or supply, which is not then approved by us as meeting our minimum specifications, safety requirements, and quality standards, or to purchase any product from a supplier that is not then designated by us as an approved supplier, you will first notify us in writing and will, upon our request, submit samples and other information as we require for examination and/or testing or to otherwise determine whether this product, material or supply, or the proposed supplier, meets our specifications, safety requirements, and quality standards. We may make a charge which you must pay that will not exceed the actual cost of testing. We will notify you within a reasonable time, usually within 30 days, whether it approves the product, material or supply, and/or the supplier.

We apply the following general criteria in approving a proposed supplier:

1. Taste, texture, appearance and consistency of product;
2. Product conformity with recipe or our specifications;
3. Ability to maintain proper food safety, sanitation, inventory control and quality control standards.

4. Ability to purchase product in bulk;
5. Quality of services;
6. Production and delivery capability;
7. Proximity to franchised businesses to be able to make timely deliveries of product; and
8. Dependability of the supplier.

We reserve the right to designate exclusive suppliers (including third parties, us or our affiliates) for any products or services to ensure quality and uniformity of products, services, production, shipping and storage for the benefit of the franchise system.

There are no required quotas as to quantity of purchases you must make from us or from approved vendors; however, on occasion there may be minimum purchase requirements from certain local third-party vendors such as produce suppliers. You must only have enough supplies on hand to meet customer demand. If you elect to purchase equipment, inventory, and supply items from us at our then current prices, payment must be made when you place your order. The items we offer may include among other things equipment, merchandise, and supplies that bear our Service Marks. You may offer these items only at the Franchise Premises to retail customers.

Any products and goods sold, licensed, or leased by or through us to you will be sold, licensed, or leased in accordance with the terms expressly set forth in the Operations Manual or as otherwise provided for in writing by us or the manufacturer of the products and goods. We make no express or implied warranties with respect to the products and goods, and all warranties, express or implied, including but not restricted to, the implied warranty of title and the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed in Section 14 of the Franchise Agreement along with limitations on related damage claims. We will not be liable to you if we are unable to deliver equipment, inventory or supply items to you because of any loss, damage, or delay caused by strikes, riots, fire, insurrection, war, elements, embargoes, failure of carriers, inability to obtain transportation facilities, forces majeure, acts of God or of the public enemy, or any other cause beyond our control.

You, your family, employees, partners, principals, members, managers, directors and shareholders may not resell the products, supplies or equipment that you buy from us nor any of our trade secret products, regardless of the source, that are used in the operation of your franchised business and may not use such products, supplies or equipment in the operation of any other business without our prior written approval, which may be withheld in our sole discretion.

Some vendors and other companies pay money to market at our franchisee conference, for booth space and other sponsorships. We place this money in our general account and apply it entirely for conference expenses. In our latest fiscal year, we received approximately \$0 (no convention was held) from third parties for our conference expenses.

Our specifications and standards for purchasing are in the Confidential Operations Manual, as modified periodically.

We have negotiated and have in place group rates for purchases of products and materials with a number of suppliers. Until your store is located in a geographical market containing a minimum of ten other operating stores, you should expect to incur additional freight and charges for products

and materials, which may range from as low as \$150 to as much as \$650 per month in the costliest areas.

There are no purchasing cooperatives in existence at this time.

#### Pepsi-Cola Company

Pepsi-Cola Company is currently the designated supplier of all of our soft drinks. We may change the designated supplier or deal through designated distribution brokers without prior notice to you.

#### Trade Secret Food Products

We have developed proprietary pizza dough mix, pizza sauce spice mix and calzone spice mix (ingredients prepared in accordance with a Trade Secret Process, which process includes time, unique spices and recipes, dough mixing process, portion charts and holding, handling and cooking procedures). You must use the Trade Secret Food Products and purchase these from our designated suppliers. The formulae for, and methods of, preparation of Trade Secret Food Products are our trade secrets. We have determined that in order to protect the trade secrets and to monitor the manufacture and sale of Trade Secret Food Products, the manufacturer will (1) manufacture and supply Trade Secret Food Products to franchisees of our System and/or (2) disclose the formulae for and methods of preparation of Trade Secret Food Products to a limited number of suppliers who we will authorize to manufacture Trade Secret Food Products to our precise specifications and sell Trade Secret Food Products to you.

We may change designated suppliers or deal through designated distribution brokers without prior notice to you. Your purchases of Trade Secret Food Products represent approximately 2 to 5% of all costs required to establish and approximately 3 to 5% of all costs required to operate the Franchised Store (and approximately 11% of food/packaging costs, not including Pepsi/produce). A nominal charge totaling approximately 3% of your purchases of proprietary items is added to your price in order to provide a fund from which to pay the costs of such one-time items as development, die cut, plate fees and obsolescence, for ongoing consumer help, information, assistance, for freight adjustments and to permit us to acquire inventories of slow-moving items at favorable rates to keep your costs as low as possible.

We may derive revenue through commissions, allowances or rebate paid by certain approved suppliers and from the nominal charge described above.

Rebates are based on franchisee purchases and either range from 0.25% to 20% of sales or are calculated at flat rates per item purchased. In fiscal year 2021, Schmizza International, Inc. received approximately \$25,500 in rebates, which was approximately 1.48% of our total revenue of \$1,724,537 as shown on our 2021 audited financial statement. We either placed such amounts for advertising or returned the rebates to franchisees pro rata based on franchisee purchases.

We employ purchasing staff for the purpose of negotiating on products to be utilized in your store. In addition, we may direct a third party firm that specializes in such procurement to negotiate on our behalf. The full costs, including travel, support, overhead and benefits, of these personnel will be deducted from any rebates, commissions, free goods or other remuneration we receive based upon your purchases and the purchases of other franchisees. The balance, if any, will be used for the benefit of the System. If the cost of these personnel exceeds the rebates, commissions, free goods and other remuneration, we will absorb these costs.

Approximately 0% percent of our total revenues are from products purchased from us, or entities affiliated with us, by our licensees. In fiscal year 2021, this represented \$0 of our total revenues of \$1,724,537 as shown on our 2021 audited financial statements. We estimate that purchases from us will be from 0% to 1% percent of the total purchases you make to establish and from 0% to 1% percent of the total purchases you make to operate your franchise.

We estimate that your total purchases that we specify or approve represent 85-95% of your total initial purchases, and 85-95% of your overall ongoing purchases.

### Insurance

You must obtain and maintain at your own expense insurance policies with insurers satisfactory to us covering the following:

- A. All risks coverage on the Franchised Store and all vehicles, fixtures, equipment, supplies and other property used in the operation of the Franchised Store, for full repair and replacement value of the machinery, equipment, improvements and betterments, without any applicable co-insurance clause except that an appropriate deductible clause will be permitted. In the event of damage covered by insurance, the proceeds of the insurance will be used to restore the Franchised Store to its original condition as soon as practicable, unless restoration is prohibited by the appropriate lease or applicable law, or we have otherwise consented in writing.
- B. Workers' Compensation and employer's liability insurance as well as any other insurance that may be required by statute or rule of the state in which the Franchised Store is located and operated.
- C. Comprehensive general liability insurance and product liability insurance with limits of ONE MILLION Dollars (\$1,000,000) combined single limit for death, personal injury and property damage, including the following coverages: broad form contractual liability, food borne illness liability, personal injury (employee and contractual inclusion deleted); products/completed operation; cyber security, and fire; insuring us and you against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from, or occurring in the course of, or on or about or otherwise relating to the Franchised Store, provided that the required amounts may be modified by us at any time to reflect inflation or future experience with claims; and provided, further, that the insurance afforded by the policy or policies respecting liability will not be limited in any way by reason of any insurance which may be maintained by us.
- D. Business interruption insurance for actual losses sustained.
- E. If applicable, liquor liability (dram shop) insurance, with a combined single limit of at least One Million Five Hundred Thousand Dollars for death, personal injury and property damage.
- F. Any additional insurance and types of coverage that may be required by the terms of any lease for the Franchised Store, or that may be required by us.

This includes our discretion to raise or lower coverage amounts and limits, deductibles, etc. as outlined in the Operations Manual.

**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.

**INDIVIDUAL UNIT FRANCHISE AGREEMENT**

<b><u>Obligation</u></b>	<b><u>Paragraph in the Franchise And Other Agreements</u></b>	<b><u>Item in the Disclosure Document</u></b>
a. Site selection and acquisition/lease	Paragraph 4; Addenda, Paragraphs 3 and 5; Multiple Franchise Purchase Addendum.	Items 11 and 12
b. Pre-Opening purchases/ leases	Paragraphs 4.1 and 4.2.	Items 6, 7 and 11
c. Site development and other pre-opening requirements	Paragraphs 4.5 and 6; Addenda, Paragraph 3; Multiple Franchise Purchase Addendum.	Items 6, 7 and 11
d. Initial and on-going training	Paragraph 6; Addenda, Paragraphs 3 and 5.	Items 6 and 11
e. Opening	Paragraphs 4.4 and 14.1; Addenda, Paragraph 3; Multiple Franchise Purchase Addendum.	Item 11
f. Fees	Paragraphs 2, 3.2.E, 4.4, 6.4, 11, 12, 13.5, 20.2.3 and 23; Addenda, Paragraph 4; Multiple Franchise Purchase Addendum, Paragraph 3.	Items 5 and 6
g. Compliance with Standards and	Paragraphs 8, 9, 13, 14 and 23; Addenda, Paragraphs 3	Item 11

<b><u>Obligation</u></b>	<b><u>Paragraph in the Franchise And Other Agreements</u></b>	<b><u>Item in the Disclosure Document</u></b>
Policies/Operating Manual	and 5; Multiple Franchise Purchase Addendum.	
h. Trademarks and Proprietary Information	Paragraphs 7, 8 and 9; Multiple Franchise Purchase Addendum.	Items 13 and 14
i. Restrictions on Products/Services Offered	Paragraph 14.	Items 8 and 16
j. Warranty and Customer Service Requirements	Paragraph 14.	N/A
k. Territorial Development and Sales Quotas	Multiple Franchise Purchase Addendum.	Item 12
l. On-going Product/Service Purchases	Paragraphs 4 and 14.	Items 8 and 11
m. Maintenance, Appearance and Remodeling Requirements	Paragraphs 3.3, 4.5, 14.2 and 14.3; Addenda, Paragraphs 3 and 5.	Items 6 and 17
n. Insurance	Paragraph 16.	Items 6, 7 and 8
o. Advertising	Paragraph 11.	Items 6 and 11
p. Indemnification	Paragraph 23; Multiple Franchise Purchase Addendum.	Item 6
q. Operator's Participation/ Management/Staffing	Paragraphs 6, 14 and 17; Addenda, Paragraphs 3 and 5.	Item 15
r. Records/Reports	Paragraph 13.	Items 9 and 11
s. Inspections/Audits	Paragraphs 7.5 and 13.	Items 6, 11 and 13

<u>Obligation</u>	<u>Paragraph in the Franchise And Other Agreements</u>	<u>Item in the Disclosure Document</u>
t. Transfer	Paragraphs 20 and 22; Multiple Franchise Purchase Addendum.	Items 9 and 17
u. Renewal	Paragraph 3.2, 3.3 and 3.4; Addenda, Paragraph 6.	Item 17
v. Post-Termination Obligations	Paragraphs 17 and 19; Multiple Franchise Purchase Addendum.	Item 17
w. Non-Competition Covenants	Paragraphs 9.2 and 17; Multiple Franchise Purchase Addendum.	Item 17
x. Dispute Resolution	Paragraphs 24.3, 24.7 and 24.8.	Item 17
y. Licenses	Paragraphs 4.5, 14.1 and 14.15.	N/A

---

**10.  
FINANCING**

---

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

---

**11.  
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

---

Except as listed below, we need not provide any assistance to you.



A. Company's Obligations Before the Franchised Store Opens:

1. We will grant the right to open a Franchised Store at a specified location. (Franchise Agreement, Paragraph 2). We generally do not own the premises and lease it to you.

2. Provide you with written notice of approval or disapproval of the proposed site within 15 business days after receiving your written proposal. (Paragraph 4.1) If you and we cannot agree on a site for your franchise premises, we may terminate the Franchise Agreement. If it is your first franchise with us, we will return payments received by us for the Franchise Agreement, less \$39,000. If it is an additional franchise with us, then no portion of any payment paid by you to us will be refundable or returned to you. (Paragraph 4.4). According to the Multiple Franchise Purchase Addendum, you are granted the right to develop a specified number of Franchised Stores within a Designated Territory. Our approval for the placement of each will follow our then-current site criteria.

3. We will use reasonable efforts to help analyze your market area, to help determine site feasibility and to assist in the designation of the franchise location. (Paragraph 4.3) The site approval process includes review of basic site requirements and breakeven analysis, and your approval or rejection of the site based upon your review of these. In conjunction with review of information related to a Schmizza site you identify, we may utilize third party site modeling and analysis providers. These services are estimated to cost \$500 or less for each site reviewed. With respect to the first Standard Schmizza franchise you acquire, you must pay the Franchise Coordination Fee in addition to the Initial Franchise Fee. If you elect to have additional sites analyzed for your first store, and for all sites analyzed for your second and any additional stores or for other types of franchises for which the Franchise Coordination Fee is not paid in addition to the Initial Franchise Fee, you will be responsible for paying the then current rate charged by us for this site analysis as outlined in the Operations Manual. In addition to the above, we may, in our sole discretion, determine that on-site inspection is appropriate under the circumstances prior to granting approval of a site location. If so determined, we will perform the on-site inspection at no additional cost to you for up to one site as part of the Franchise Coordination Fee. If you desire to have additional sites inspected for your first store (and for all sites inspected for your second and any additional stores), or for other types of franchises for which the Franchise Coordination Fee is not included in the Initial Franchise Fee, or if we do not determine that an on-site inspection is warranted, you will be responsible for paying the actual out of pocket costs incurred by us to perform any on-site inspection.

4. Approve the lease for the Premises. At our option, the lease will contain provisions that we require, including those outlined in the Franchise Agreement. We may, but are not required, to assist in lease negotiations. (Paragraph 4.2)

5. Provide to you our basic generic architectural plans and specifications related to the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Franchised Store. (Paragraph 4.5)

6. Approve a site survey and any modifications to our basic generic architectural plans and specifications for your Franchised Store (including requirements for dimensions, exterior design, materials, interior design and layout, equipment, fixtures, furniture, signs and decorating). You must cause these to be prepared and submit these to us promptly after obtaining possession of the site for the Franchised Store. You may modify our basic plans and specifications only if required to comply with all applicable ordinances, building codes and permit requirements and only with prior notification to us and our written approval. Also, promptly after obtaining possession of the site for the Franchised Store you must obtain all required zoning changes; all required building,

utility, health, sanitation, and sign permits and licenses and any other required permits and licenses. We are not required to assist with these obligations. (Paragraph 4.5)

7. We, or the relevant Master Franchisee and staff, will provide a training and familiarization course to address the material aspects of the operation of a franchise as detailed in this Item 11. (Paragraph 6.1)

8. We will designate uniforms to be worn by your employees. (Paragraph 14.9)

9. We will provide to you the Confidential Operations Manual, which details the procedures incidental to the operation of a Schmizza store. (Paragraph 8.1)

10. We will review all promotional materials and advertising to be used by you, including newspaper, radio and television advertisements, specialty and novelty items, signs, boxes, napkins, etc. You will obtain our approval before using any advertising materials. (Paragraph 11.1)

11. All of the specifications, approved manufacturers, distributors and suppliers lists, approved merchandise, products, materials and supplies lists, and training and operations manuals to be provided by us to you consistent with the Franchise Agreement will be available within the later of 3 months after execution of the Franchise Agreement or when you attend training. (Paragraph 15.6)

12. Although not bound by agreement, we may provide other supervision, assistance or services before the opening of the Schmizza store, including assisting in obtaining financing, purchasing, advertising and selecting inventory.

**B. Company's Obligations During the Operation of the Franchised Store:**

1. To facilitate the opening of your first Franchised Store, we will send one of our representatives to your facility for 9 to 14 days during the first one to two months of operation to assist you in establishing and standardizing procedures and techniques essential to the operation of your Franchised Store and will assist in training personnel. If you request additional assistance from us in order to facilitate the opening of the Franchised Store during the first month, and if we deem it necessary and appropriate to comply with the request and can reasonably allocate the necessary staff, you will reimburse us for the expense of us providing such additional assistance. Otherwise, you are responsible for hiring and training employees as prescribed in our Confidential Operations Manual (these training programs will be conducted under the direction of you or your designated manager). (Paragraphs 6.2 and 6.4)

2. We will loan you a copy of the Confidential Operations Manual which contains mandatory and suggested specifications, standards and procedures. This manual is confidential and remains our property. If you lose or misplace the Confidential Operations Manual, we will charge you a fee of \$500 to replace it. We may modify this manual. (Paragraph 8.1) The Table of Contents of the Confidential Operations Manual is attached to this disclosure document as Exhibit D.

3. We will provide you with a list of approved sources of equipment, foods, supplies and containers necessary for the operation of the Franchised Store and provide specifications for these products if requested. We may also coordinate product distribution for local, regional and national suppliers and regulate quality standards of service and products throughout the network of Franchised Stores. (Paragraph 15.2 and 15.3) We will make periodic visits to your store to consult, assist, and guide. (Paragraph 15.5)

4. You will submit to us or our designated agency, for prior approval, all promotional materials and advertising to be used by you, including newspapers, radio and television advertising, specialty and novelty items, signs, containers and boxes. If we do not disapprove in writing any advertising or promotional item submitted to us within 20 days of receipt, the particular materials will be considered approved. (Paragraph 11.1)

5. You must pay the Branding Fee in an amount equal to 3% of your Gross Receipts. Failure to spend the minimum Local Advertising requirement or to report Local Advertising Contributions on two consecutive occasions automatically triggers a 1% increase in the minimum Branding Fee from 3% to 4%. Your Local Advertising requirement is 3% of Gross Receipts per month, subject to an increase to 4% of Gross Receipts upon 30 days' notice from us. (See Franchise Agreement, Section 11.3) Pursuant to your franchise agreement, we are obligated to and will conduct and direct all advertising programs with sole discretion over the creative concepts, materials and media used in these programs and their placement and allocation. The media used may include print, television, radio, Internet, or other media and may be local, regional, national or international in scope. We use our in-house advertising department and national and regional advertising agencies for various components of our advertising program. You must participate in and redeem all promotional and marketing materials that we authorize. We will, however, undertake no obligation in administering the Branding Fee to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly pro rata from the placement of advertising, nor are we required to spend any amount on advertising in the area or territory where your franchisee is located. We will, for each of our company-owned stores offering products and services similar to the Franchised Store, pay the Branding Fee equivalent to the contribution percentage required of Franchised Stores within the System. The funds may be used to: (i) meet any costs of maintaining, administering, directing and preparing advertising including consumer and media research, and the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns, and other public relations activities; (ii) employ advertising agencies to assist in preparing this advertising; (iii) provide promotional brochures and other marketing materials to franchisees in the System; (iv) maintain the integrity of the Schmizza System; (v) further develop the System; or (vi) generate brand awareness and loyalty.

#### Summary of Schmizza's Advertising Fund Additions and Deductions for FY2021

##### Additions:

A.	Advertising Fees	\$ 324,320	89.40%
B.	Other Additions	\$ 38,468	10.60%
	Total Additions	\$ 362,788	100.00%
C.	Corporate overhead and preparation of advertising	\$ 251,012	68.36%
D.	Production of commercials and market research (social media)		

		\$ 37,434	10.19%
E.	Market level advertising	\$ 78,741	21.44%
	Total Deductions	\$ 367,187	100.00%
F.	Accumulated Earnings	\$ (4,399)	

Allocations are subject to change. We will be compensated for all personnel who conduct and develop advertising and all related administrative support personnel. We are not obligated to make an accounting of the Branding Fee. We presently use an advisory council known as the SchNAC ("Schmizza National Advisory Council") consisting of franchisees that have been elected by our franchisees (or in certain cases appointed by other SchNAC members as provided in the SchNAC by-laws) to assist in developing policies as well as to review products, operations and other issues relevant to franchisees. The members of the council attend regularly scheduled meetings to discuss the direction of advertising and the materials to be used. (Paragraph 11.2) We may change, or dissolve the advisory council.

6. Periodically, we may designate a local, regional or national Advertising Coverage Area ("Advertising Coverage Area") in which your business and at least one other Franchised Store of the same brand is located for purposes of developing a cooperative local, regional or national advertising or promotional program. An Advertising Coverage Area is an area covered by the particular advertising medium (television, radio or other medium) as recognized in the industry. You are required to and must participate in and contribute your share to cooperative advertising and promotional programs we establish in your Advertising Coverage Area, but the aggregate of your contribution during any month will not exceed 4% of your monthly Gross Receipts. Each franchisee's share will be in proportion to its sales. Contributions to cooperative advertising promotional programs will be credited to the local advertising requirement and will not exceed the amounts required to be paid in Item 6 for local advertising. Each of our company-owned stores offering products and services similar to the Franchised Store will make cooperative contributions equivalent to the contribution percentage required of Franchised Stores. We may establish a Franchisee Local Advertising Committee ("FLAC") to administer the cooperative advertising program, which would be comprised of representatives from franchisees and our company-owned stores in the Advertising Coverage Area that operate under the same brand(s). At the time a program is submitted, and upon your request, we will submit a list to you of all operating Franchised Stores in your FLAC. We will have the sole power to form, change, merge or dissolve these FLAC's and cooperative advertising promotional programs. These FLAC's may operate from a written governing document which we will make available to you for review if we prepare such a document. The FLAC's will prepare annual unaudited financial statements which will be made available to you for your review. (Paragraph 11.4)

7. We will update the Approved Supplies List and Approved Suppliers List, as we deem necessary. (Paragraph 14.7)

8. We will modify the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, recipe changes, new Menu Items, new

products, new equipment or new techniques. We will allow adequate replacement time for all major changes regarding the Marks and signage for the System. (Paragraph 10)

9. We will provide you with a comprehensive list of established sources of equipment, foods, supplies and containers necessary for the operation of the Franchised Store and provide specifications for these products, with the exception of proprietary items. (Paragraph 15.2)

We may, at our sole discretion, provide you with: (Paragraph 15.3)

- a. Coordination of product distribution for local, regional and national suppliers; and
- b. Regulation of quality standards and products in conformance throughout the network of Franchised Stores.

10. We may periodically advise or offer guidelines to you relative to prices for the food and other products offered for sale by the Franchised Store that in our judgment, constitute good business practice. You will not be obligated to accept this advice or guidance and will have the sole right to determine the prices to be charged by the Franchised Store. (Paragraph 15.1)

11. We will advise you of problems arising out of the operation of the Franchised Store as disclosed by reports submitted by you or by inspections we conduct of the Franchised Store. We may furnish you with this assistance in connection with the operation of the Franchised Store as we reasonably determined to be necessary periodically concerning: (Paragraphs 7.5 and 15.4)

- a. Proper utilization of procedures developed by us regarding the service and sale of all Menu Items and other food and menu items, and related items and materials as approved by us;
- b. Training, dress, general appearance and demeanor of Franchised Store employees;
- c. Additional products and services authorized for Franchised Stores;
- d. Purchase of ingredients and other food and beverage items, materials and supplies;
- e. The institution of proper administrative, bookkeeping, inventory control, supervisory and general operating procedures for the effective operation of a Franchised Store; and
- f. Advertising and promotional programs.

12. We will make periodic visits to the Franchised Store for your consultation, assistance and guidance in all aspects of the operation and management of the Franchised Store. Our representatives who visit the Franchised Store will prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Store or detailing any defaults in the operations which become evident as a result of any visit. A copy of each written report will be provided to you. (Paragraph 15.5)

13. In certain regions of the United States, we may contract with independent agents or Master Franchisees to perform certain of our duties, including training and inspections.

14. We may develop new services or programs, including assistance in resolving operating problems. (Paragraphs 1.3 and 11.6).

15. We will be permitted, to the extent permitted by relevant law, to establish price ceilings or minimum or maximum allowable prices on the products and services you offer and sell. Except as so specified by us or as otherwise required in the Franchise Agreement and in the Operations Manual, you may determine the prices at which you sell products and services, as well as the terms and conditions of sale. We may suggest prices to you and to the public for the sale of products and services, but you will not be required at any time to sell at or above our suggested prices (Paragraph 15.1).

16. You must use a point of sale (POS) system. While we currently do not require any specific system, we may do so in the future. If we do, the source and costs will be outlined in the Operations Manual and in our future franchise disclosure documents. You also are required to have DSL or other high speed Internet service to your business or home office where you will be able to access downloads from us of advertising materials, operations manual revisions, training materials and corporate news.

Your point-of-sale computer system should consist of hardware components (such as computer, monitors, receipt printers and accessories) and software programs. The point-of-sale computer system and related phone, modem, and other electronic communication tools and systems (collectively 'POS') serve in many capacities, a principal one being marketing. We may determine that it is in your best interest to upgrade or to replace your point-of-sale system with a new or different system. While we may require that you must, at your sole expense, make the necessary changes, we also may determine that a portion (or all) of the costs involved should be paid from the Schmizza Branding Fee.

We have the right to require you to utilize an information processing and communication system, and point-of-sale system which are fully compatible with any program or system which we, in our sole discretion, may employ. If we require you to install a particular system, you also may be required to purchase hardware and software support from suppliers we specify. If we require, you must record and transmit all financial information using this system and our designated ISP or other communication vendors. We may require you to upgrade your hardware or software, at your expense. The estimated annual cost of any optional or required maintenance, updating, upgrading, or support contracts is from approximately \$1,400 to \$ \$6,000 per year. We may at our discretion change standards for reporting to provide effective technology for the entire system. We will have full ability to poll your data, system and related information by means of direct access whether in person or by any other secure method we choose. We will have access to all of your data and there will be no contractual limitation on our right to access your information or data. All of your franchise operations and sales information, including customer identification, revenue and credit data will be made available to us, our employees and our relevant franchised Master Franchisees.

There is no other specific hardware or software required. However, you must obtain a static IP address from your telephone or cable, or internet service provider. All forms of electronic media, including the Internet, and e-commerce must be coordinated through us and approved by us. You may not market independently using any digital, electronic or computerized form or any form of media now or in the future developed (e.g., materials to be made available through the internet, interactive electronic transmissions, etc.) except as otherwise allowed by us in the Operations Manual. (Franchise Agreement, Paragraphs 7.6 and 11.12)

None of this hardware or software is proprietary to us. You may be required to obtain, update or upgrade hardware and software during the term of the agreement, including OLO, loyalty and rewards programs, delivery tracking, etc. There are no contractual limits on the frequency and cost of your obligations to maintain, upgrade, and update computer systems in conformance with our

directives. This hardware and software are used for communications, accounting and record keeping. We do not now have, but may in the future require, independent access to and use of the information and data on your computer systems. There are no contractual limits on such access and use. We do not have any contractual obligation to maintain, repair, update, or upgrade your computer systems.

C. Methods Used to Select the Location of the Franchised Store:

You must select the site for the Franchised Store within the area designated in the applicable Agreement. The store site is identified in Exhibit 1 to the Franchise Agreement. It must be in the United States of America, legally available according to state and federal franchise disclosure and registration laws and according to contractual commitments with other Schmizza franchisees, as applicable, and in compliance with our franchise placement, market development and demographic criteria. We will use reasonable efforts to aid in the designation of the franchise location. Our prior approval of the site is required. (Paragraph 4.1)

The methods we use to review your selection of the location for your store include evaluating access, road visibility, ingress and egress, square footage available, cost of lease, proximity of competing pizza stores, proximity of one or more shopping areas, condition of shopping center, sign readability, the amount of traffic flow at acceptable speed adjacent to the proposed location and general population demographics.

You must locate a site acceptable to us. If this Agreement represents your first Franchised Store, and no acceptable site is found and approved within 18 months after signing the Franchise Agreement or if you fail to commence operations within 18 months for any reason, then, upon 30 day's prior written notice and opportunity to cure, the Franchise Agreement may be terminated, and payments we received for this first franchise, less the sum of \$39,000, will be returned to you. (Paragraph 4.4)

D. Typical Length of Time Before Operation:

The typical length of time between the signing of the Franchise Agreement, or the first payment of any consideration for the franchise, and the opening of your Franchised Store ranges from three to 10 months. Factors affecting this length of time may include your ability to select a site, prepare a site survey, make modifications to our basic store layout plan for our approval, arrange leasing and financing, make leasehold improvements and decor and furnishing modifications, meet local ordinances or community requirements, complete delivery of equipment and signs, hire and train personnel, obtain necessary licenses, permits and approvals and purchase initial inventory.

Should you fail to begin operations within 18 months of signing the Franchise Agreement, unless precluded from doing so by war or civil disturbance, natural disaster, organized labor dispute or other events beyond your reasonable control upon 30 day's prior written notice and opportunity to cure, this Agreement may be terminated. (Paragraph 14.1). The time limits for opening are extended under the Multiple Franchise Purchase Addendum, see Item 12, below.

E. Training

We, or the relevant master franchisee and staff, will train you and your designated manager before beginning operations of your first Franchised Store for a minimum of four six-day weeks as described in the tabular chart in Exhibit H. Training occurs as needed and we do not have an established schedule for the frequency of training. If you are a multiple franchise owner, we are not obligated to provide any training for your additional franchises unless you pay to us a training fee

according to our then current training fee schedule. See Item 6, above. You will attend training at an existing store at a location in the Portland, Oregon area or otherwise as agreed by you and us.

You may begin training at any time following your execution of your franchise agreement so long as you have completed the required training and opened your franchise for business within 18 months after the date of your franchise agreement.

Your training will be conducted by experienced trainers who will teach the operations subjects. Jeff Rode and Roger Jehan supervise franchisee training. The training materials are the Operations Manual. Mr. Rode has served as our President and COO in Salem, Oregon since September 2019 and has experience in the pizza restaurant field since 1993. Mr. Jehan, with his brother Andre and Andre's wife Carla, founded the Pizza Schmizza concept in 1993. From 1993 to the present day, Mr. Jehan has managed a number of the Schmizza restaurants and trained virtually 100% of the existing franchise owners and managers.

The cost for the initial training program for you and your designated manager is included in the initial franchise fee. However, you must pay all other expenses incurred by you and your representatives while attending the program. (Paragraph 6.1) If we determine in our sole discretion that you are unable to satisfactorily complete the training program, refuse or fail to satisfactorily complete and pass any aptitude, food safety or other qualification testing we require, or are unqualified for any other reason, we will have the right to require you to attend the training school for a second time or to terminate this Agreement. If you attend the second training and are unable to satisfactorily complete the program or remain unqualified, we will have the right to terminate the Franchise Agreement. If the Agreement is terminated consistent with this Paragraph, we will return to you the franchise fees you paid to us minus \$15,000 to help cover the expenses incurred by us as of such date for providing training to you and other expenses incurred, and for lost opportunity. Upon return of said amount, we will be fully and forever released from any claims or causes of action you may have under the Franchise Agreement and you shall have no further right, title or interest in the Agreement, the Marks or the System. (Paragraph 6.3)

To facilitate the opening of your first Franchised Store, we will send one of our representatives to your Franchised Store, at our expense, for a minimum of 9 days, but no more than 14 days, during the first one to two months of operation. This representative will assist you in establishing and standardizing procedures and techniques essential to the operation of a Franchised Store, and in training personnel. If we determine additional time and assistance is required because the store is not properly prepared for operation, we will have our representative remain at the store for the necessary and appropriate amount of time, at your expense. We may, in our discretion, provide additional assistance in order to facilitate the opening of the Franchised Store during the first month if you so request, at your expense. (Paragraph 6.2)

If you purchase any additional Franchised Stores or transfer to a buyer who is a fully trained Schmizza manager or owner, we will determine the extent to which, if any, on-site or store opening support will be required. Any such training will be provided by us, one of our master franchisees, or a qualified franchisee at your expense, at your location, and at our rates then published in the Operations Manual. If we determine that you or any other individuals require attendance at the initial training program described above, this training will be completed to our satisfaction at a location we designate. You will pay us at our initial training program rates then published in the Operations Manual (currently \$1,500) and you will pay the cost of travel and living expenses for the persons attending the training. (Paragraph 6.4)

In addition to the above training, we or the relevant master franchisee may deem it appropriate or necessary to provide additional training and supervision to you at the location of your franchise



store. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and processes that may be added to the Manual in the future.

We, or the relevant master franchisee and staff, may provide and conduct refresher training programs or seminars at a location we designate. We will conduct seminars and refresher training programs at your expense. We will not require your attendance more than once a year and such programs will not exceed 4 days each. (Paragraph 6.5) We will provide training for your managers where reasonable and necessary, at our then-current published rates. (Paragraph 14.18)

Each of your employees must complete a training program under the direction of you or your designated manager, and your managers must complete a yearly certification test as prescribed in the Confidential Operations Manual. (Paragraph 6.3)

---

## 12. TERRITORY

---

### **FRANCHISE AGREEMENT**

Your franchise is granted for a specific location. You will not receive an exclusive territory. You may face competition from other Schmizza, Schmizza Pub & Grub, and Schmizza Public House franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will be given a specific location within which you will operate your franchise. The franchise will be only for the specific authorized location approved by us. You do not receive a minimum territory designated by any specified radius, distance, population, or other designation.

We may purchase or be purchased by, or merge or combine with, competing businesses, wherever located.

We reserve the right to sell products and services under the Marks you will use under the Franchise Agreement anywhere through any method of distribution. This includes a dedicated restaurant and sales through such channels of distribution as the Internet, catalog sales, telemarketing, or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales. The Internet is a channel of distribution reserved exclusively to us, and you may not independently market on the Internet or conduct e-commerce except as otherwise allowed by us in your Franchise Agreement or the Operations Manual. You will receive no compensation for our sales through alternative distribution channels.

You may operate the Franchised Store only at the location specified in Paragraph 2 of the Franchise Agreement. You may only propose relocation if you meet the criteria in Paragraph 4.6 of the Franchise Agreement. In any event, you may not relocate without our approval. If we consent to the relocation, we will notify you of the date by which you must open the replacement Franchised Store location. In any event, you must open the replacement Franchised Store location for business within 12 months after closure of the existing Franchised Store. Any failure to commence operation of the replacement Franchised Store caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that is deemed reasonable by us under the circumstances.

Except as disclosed below in respect to our affiliate company, Figaro's Italian Pizza, Inc., we do not operate or franchise the operation of, any business selling or leasing under different trade names or trademarks, goods or services similar to or competitive with those offered under the Marks, but we reserve the right to do so. We can use alternative channels of distribution to make sales anywhere of products or services under trademarks different from the Marks.

You do not receive the right to acquire additional franchises, except as specified in a Franchise Agreement and the Multiple Franchise Purchase Addendum.

### **MULTIPLE FRANCHISE PURCHASE ADDENDUM**

According to the Multiple Franchise Purchase Addendum, you are granted the right to develop a specified number of franchised stores pursuant to that specific number of franchise agreements, each of which is in the form described in this disclosure document within a Designated Territory. Our approval for the placement of each within the Designated Territory will follow our then-current site placement and approval criteria and will vary in size and dimensions, based upon population, growth trends, affluence of nearby population, topographies, geographics, density, and demographics.

Except as stated in this disclosure document, we will not establish nor license anyone other than you to establish any Schmizza facility in the Designated Territory from the date of the Addendum until expiration or termination of the development schedule set forth in the Addendum.

If you fail to develop any of the franchises in your Designated Territory in accordance with the schedule agreed upon as specified in the Multiple Franchise Purchase Addendum, or fail to comply with the terms and conditions of any individual franchise agreement between you and us, or make an attempt to transfer or assign a franchise agreement or Multiple Franchise Purchase Addendum in violation of their transfer provisions, you are deemed in default. Upon default, we, in our discretion, may do one of the following:

- a. Terminate the relevant franchise agreement and multiple franchise purchase addendum and all rights granted under the multiple franchise purchase addendum without affording you any opportunity to cure the default, effective immediately upon receipt of written notice by you of this default; or
- b. Reduce the number of units granted to you in the Multiple Franchise Purchase Addendum; or
- c. Terminate the territorial exclusivity granted to you, or reduce the area of territorial exclusivity granted to you under the Multiple Franchise Purchase Addendum.

#### **Continuation**

Continuation of your Designated Territory is not dependent on the achievement of a certain sales volume, market penetration or other contingency, except as specified in the Multiple Franchise Purchase Addendum:

The time limit to open each franchised store will be:

1st Franchised Store	18 months
2nd Franchised Store	36 months
3rd Franchised Store	54 months

4th Franchised Store	72 months
5th Franchised Store	90 months
6th Franchised Store	108 months
7th Franchised Store	126 months
8th Franchised Store	144 months
9th Franchised Store	162 months
10th Franchised Store	180 months
11th Franchised Store	198 months
12th Franchised Store	216 months
13th Franchised Store	234 months

from the date of the initial franchise agreement. If no acceptable site is found and approved by the parties for a site and the relevant franchise store opened for business within the time period specified in the preceding sentence, the Franchise Agreement will terminate without notice by either party to the other on the expiration date, and no portion of any payment you paid to us will be refundable or returned to you.

If, within two years of your successful completion of the development schedule set forth above:

- a. We determine that it is desirable to establish additional franchised stores in the Designated Territory, and
- b. You are then in compliance with all terms and conditions of the Franchise Agreement and all other agreements between you and us, and
- c. You meet our then current standards for new or renewing franchisees,

You will have a right of first refusal to purchase additional franchise agreements to establish the additional Franchised Stores within the Designated Territory upon our then-current terms and conditions. If you do not exercise this right of first refusal, we may then elect to establish additional Franchised Stores or grant franchise agreements to others to do so in the Designated Territory.

Figaro's Italian Pizza, Inc.

Our affiliate company, Figaro's Italian Pizza, Inc., operates and franchises to others the right to operate businesses that offer and sell at retail pizza, sub sandwiches and related products, beverages, merchandise and services under the "Figaro's" and "Nick-N-Willy's" marks and logos. These concepts are distinguishable from the Schmizza concept. The Figaro's concept focuses on take and bake, take-out and delivery of pizza, while the Schmizza concept focuses on pizza by the slice. Figaro's and Nick-N-Willy's outlets may compete with you and may be located within your Designated Territory (for a multiple franchise purchase). Figaro's principal business address is the same as ours. We and Figaro's Italian Pizza, Inc. may share offices and training facilities. Any disputes between the brands will be resolved by our president and the president of our affiliate, which offices are currently held by the same person.



---


**13.**  
**TRADEMARKS**

---

We will grant you the right to use the name “PIZZA SCHMIZZA” and the following marks which are registered through the USPTO and various jurisdictions:

**Schmizza International, Inc.  
Trademark Status Chart**

Mark	Serial No.	Registration No.	Filing Date Issue Date	Goods/Services	Status
Design only  (U.S.)	76-294643	2585166	August 2, 2001 June 25, 2002	Restaurant services	Registered Renewal due 6/25/22
ONE PLANET ONE PEOPLE ONE PIZZA & Design  (U.S.)	78-421074	2963432	May 18, 2004 June 21, 2005	Restaurant services	Registered Renewal due 6/21/25
PIZZA SCHMIZZA (U.S.)	78-877383	3215625	May 5, 2006 March 7, 2017 March 6, 2007 April 10, 2017	Restaurant services	Registered Renewed 3/6/2027
PIZZA SCHMIZZA (Oregon)	S36394	S36394	December 18, 2002 November 15, 2017 December 18, 2002 November 28, 2017	Restaurant services	Registered Renewal due 12/18/22
SCHMIZZA (U.S.)	78-421088	2997528	May 18, 2004 September 20, 2005	Restaurant services	Registered Renewal due 9/20/25
SCHMIZZA PUB & GRUB (U.S.)	85-152140	3981028	October 13, 2010 June 21, 2021	Restaurant services	Registered Renewal due 6/21/31
TRUST YOUR GUT (U.S.)	78-302164	2961281	September 18, 2003 June 7, 2005	Restaurant services	Registered Renewal due 6/7/25
ONE PLANET ONE PEOPLE ONE PIZZA &		1623786	April 24, 2013	Restaurant	Registered

Mark	Serial No.	Registration No.	Filing Date Issue Date	Goods/Services	Status
Design  (Canada)				services	Renewal due 5/27/30
PIZZA SCHMIZZA (Canada)		1623787	April 24, 2013	Restaurant services	Registered  Renewal due 5/27/30
SCHMIZZA PUB & GRUB (Canada)		1623788	April 24, 2013	Restaurant services	Registered  Renewal due 5/27/30
PIZZA SCHMIZZA (China)	TRW0548	12544649	May 8, 2013 October 7, 2014	Class 30 - Baked and unbaked freshly prepared pizza and breadsticks; unbaked freshly prepared calzone, lasagna and garlic bread	Renewal due 10/6/24
PIZZA SCHMIZZA (China)	TRW0543	12499691	April 27, 2013 September 28, 2014	Class 43 – Pizza restaurant	Renewal due 9/27/24
SCHMIZZA (European Union)		013228622	September 4, 2014  January 27, 2015	Classes 30, 35, 43	Registered  Renewal due September 4, 2024
SCHMIZZA (India)		4819499	January 13, 2021	30 & 43	Registered  Renewal due 1/13/31
SCHMIZZA (Pakistan)		518887	January 4, 2019  March 16, 2020	30	Registered  Renewal due 1/4/2029
SCHMIZZA (Pakistan)		518886	January 4, 2019  September 24, 2020	43	Registered  Renewal due 1/4/2029

Mark	Serial No.	Registration No.	Filing Date Issue Date	Goods/Services	Status
PIZZA SCHMIZZA  (Taiwan)		1672263			Registered  Renewal due 10/15/2024

The registrations are on the Principal Register (or on corresponding registers for each respective jurisdiction) and all related affidavits and filings are current.

In addition, we have obtained the following assumed name registrations for our concepts in Oregon:

Assumed Business Name: **PSU Schmizza Pub & Grub – Montgomery**  
Registration No.: 1005539-99  
Registry Date: 03/19/2014  
Owner/Registrant: Schmizza Restaurant Group, Inc.

Assumed Business Name: **Pizza Schmizza Pub & Grub**  
Registration No.: 1046942-94  
Registry Date: 09/11/2014  
Owner/Registrant: Schmizza International, Inc.

Assumed Business Name: **Schmizza Public House**  
Registration No.: 1067610-91  
Registry Date: 12/09/2014  
Owner/Registrant: Schmizza International, Inc.

Assumed Business Name: **Bethany Public House**  
Registration No.: 1158805-93  
Registry Date: 11/03/2015  
Owner/Registrant: Schmizza International, Inc.

Assumed Business Name: **Pizza Schmizza**  
Registration No.: 1048621-98  
Registry Date: 09/18/2014  
Owner/Registrant: Schmizza International, Inc.

On April 27, 2013 our affiliate Figaro's Italian Pizza, Inc. filed for registration in China of the mark "Pizza Schmizza" in Class 43 (accommodation, food and drink catering, cafes, cafeterias, restaurants, snack bars, food supply, tea house, and bar service) (App. No. 12499691) and on May 8, 2013 in Class 30 (pizza) (App. No. 12544649). The class 30 application was published for opposition on July 6, 2014 in Vol. 1414 of the Trademark Gazette, and the class 43 application was published on July 27, 2014, in vol. 1413 of the Trademark Gazette.

There are no presently effective determinations of the USPTO, the trademark administrator of any state or any court, any pending interference, opposition or cancellation proceeding, or any pending material litigation involving these trademarks, service marks, trade names, logotypes or other commercial symbols which are relevant to their use in this state or the state in which the Schmizza store is to be located.

There are no agreements currently in effect which significantly limit our rights to use or license the use of these trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to the franchise.

There are no infringing uses actually known to us that could materially affect your use of these trademarks, service marks, trade names, logotypes or other commercial symbols in this state or any other state in which the Schmizza stores are to be located.

All usage of the marks by you and any goodwill established from their use will exclusively benefit us.

You derive all of your rights regarding the Marks solely from the Franchise Agreement, and any unauthorized use of the Marks constitutes a breach of the Franchise Agreement. You are prohibited during or after the term of the Franchise Agreement from contesting the validity or ownership of the Marks or any of our future marks and/or assisting another in contesting the validity or ownership of the Marks or our future marks.

We may change or modify the System presently identified by the Marks, including the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials, new menu items, new products, new equipment or new techniques and you will accept, use and display any changes in the System, as if they were part of the Franchise Agreement at the time of its execution.

We have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you. You will promptly notify us of any claim, demand or cause of action based upon or arising from any attempt by any other person or legal entity to use the Marks or any colorable imitation of the Marks. You will notify us of any action, claim or demand against you concerning the Marks, and we will have the sole right and duty to defend any such action. We will have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks and will exercise this right in our sole discretion. In any defense or prosecution of any litigation concerning the Marks or components of the System undertaken by us, you will cooperate with us and execute all documents and take all actions as may be desirable or necessary in the opinion of our counsel, to carry out this defense or prosecution. Both parties will make every effort consistent with this Item 13 to protect, maintain and promote the name "SCHMIZZA" and its distinguishing characteristics (and the other service marks, trademarks, slogans, etc., associated with the System) as standing for the System and only the System. We make no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Marks.

We are not obligated by the terms of the Franchise Agreement or otherwise to indemnify you for damages or expenses incurred as a result of any proceedings involving the Marks.

You may not use any Mark as part of any legal entity name, or in any modified form, in connection with the sale of any unauthorized product or service or in any unauthorized manner. You will give trademark and service mark registration notices, and obtain fictitious or assumed name registration where required by law. You will comply within a reasonable time if we notify you that the use of any Mark be discontinued or modified.

You may not establish a presence on the Internet or on any other electronic, national or international medium, using any domain name or address containing any of the Marks or any similar mark or word or any other names or marks owned by us. We retain the sole right to advertise on the Internet and create a Web site using the Marks in the domain name. We are the owner of all rights to domain names and directory addresses as we designate or use.

---

**14.**  
**PATENTS, COPYRIGHT & PROPRIETARY INFORMATION**

---

We do not have any patents or pending patent applications that are material to the franchise. We have no patents or pending patent applications that are material to your franchise. If it becomes advisable at any time in our sole discretion to acquire a patent, you must use this patent as we require.

We affix a statutory notice of copyright to our Operations Manual, to most of our advertising products, and to our pizza, sandwich, calzone, and pasta products, and to all modifications and additions to them. There are no determinations, agreements, infringements or obligations currently affecting these notices or copyrights. You have no rights to the copyrighted material. You are granted the right and are required to use the copyrighted items only with your operation of the franchise during the term of your franchise agreement.

The Operations Manual is described in Item 11. Although we have not filed applications for copyright registration, all copyrighted materials are our property. Item 11 describes limits on use of the copyrighted materials by you and your employees. You must contact us immediately if you learn of any unauthorized use of our proprietary information. You must also agree to not contest our rights to and interest in our copyrights and other proprietary information.

You will be able to use our proprietary, confidential and trade secret information. We will require you to maintain the confidentiality of this information unless authorized in writing by us.

You will divulge confidential information only to employees who must know it to operate the Franchised Store. All information, knowledge and know-how which we designate as confidential will be deemed confidential for purposes of the Franchise Agreement, except information which you can demonstrate lawfully came to your attention before disclosure of it by us; or which, at the time of disclosure by us to you, had lawfully become a part of the public domain, through publication or communication by others; or which, after disclosure to you by us, lawfully becomes a part of the public domain, through publication or communication by others.

Any employees having access to confidential information will have to sign confidentiality agreements. We will be entitled to equitable remedies, including injunctive relief, to protect our confidential information, Confidential Operations Manual and proprietary Marks.

You can also use the copyrighted materials in the Confidential Operations Manual, in training, and in electronic and other form, as described in Item 11 of this disclosure document. Although we have not filed an application for copyright registration for the Confidential Operations Manual, we claim common law copyrights and trade secret protection, to the Confidential Operations Manual, and to other systems, information, lists, materials, software, and electronic communications, in whatever form. You must promptly notify us when you learn of an unauthorized use of the confidential information, copyrighted material, or manuals. We will not obligate you to take any action against any infringer, but will respond to this information as we think appropriate. We are not obligated to indemnify you for losses brought by a third party concerning your use of this information.



You must keep the Confidential Operations Manual updated and at the Franchised Store. If there is a dispute with the contents of the Confidential Operations Manual, the terms of our master copy will control.

You will not divulge to any person or any legal entity any information, trade secrets, ingredients, recipes, cooking techniques or processes used in the Trade Secret Food Products, Menu Items and other food and beverage products used in the System or any information stated in the Confidential Operations Manual.

We may delegate to independent agents or master franchisees performance of any of our duties, including pre-opening and opening assistance and all other initial and ongoing training and site acquisition services and inspections. Master franchisees are given specific assignments by us and if a master franchisee has been assigned to a territory containing a franchisee's franchise store, any and all data ever received by us from franchisees, including but not limited to franchise purchase applications, payment histories, sales reports, audit reports, performance evaluations, etc. will be shared with and made available on an ongoing basis to the master franchisee. Each master franchisee is required to keep all franchise and franchisee information and data confidential and to use it only for purposes related to the evaluation, service and support of franchisees.

---

## **15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

---

Each Franchised Store that you own is to be at all times under the direct on-premises supervision of you, or a trained and competent employee acting as a crew leader or manager. You will at all times faithfully, honestly and diligently perform your obligations and will not engage in any business or other activities that will conflict with these obligations.

You, any owner who owns 50.1% or more of any franchisee legal entity, any general partner (if you are a partnership) or your full-time manager, must devote full-time energy and best efforts to the management and operation of the franchised business.

For your first individual unit Franchised Store, we (or the relevant master franchisee and staff) will make training available to you and to your designated manager. You and your designated manager are required to attend and successfully complete the training to our satisfaction. This must be done before you open your franchise for business. The cost of this initial training is included in the Initial Franchise Fee. After this initial training, we (or the relevant master franchisee and staff) will make training available, as is reasonable and necessary, for all managers designated by you. We will provide this training at the then-current published rates. Your full-time manager is not required to have equity interest in the franchisee legal entity. You must train each of your employees and managers.

Nothing under any agreement you make with us authorizes you to make any contract, agreement, warranty or representation on our behalf or to incur any debt or other obligation in our name. We assume no liability for you in your conduct of the franchised business. You must indemnify and hold us harmless against claims resulting from or in connection with your operations under any Franchise Agreement as well as any costs in defending them.

Your employees that have access to proprietary information must sign confidentiality agreements, and your managers must sign non-competition agreements.

**Our Step-In Rights Under Individual Unit Franchise Agreements.** To prevent any interruption of the Franchise Store that would cause harm to the franchise and to the franchise system and lessen their value, we may step in to operate the franchise when we deem necessary. Reasons may include our determination that: you are incapable of operating the franchise; you are absent or incapacitated because of illness or death; you have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; you have failed to pay when due any liens or encumbrances of every kind placed upon or against your business property; or we decide that operational problems require us to operate the franchise for a time.

All Revenue derived from our operation of the franchise will be for your account. We may pay from that Revenue all expenses, debts, and liabilities we incur during our operation of the franchise. We will keep in a separate account all Revenue generated by the operation of your business, less the expenses of the business, including reasonable compensation and expenses for us and our representatives.

30 days after exercising our step-in rights, we will re-evaluate the current status of the franchisee. At our discretion, we will either operate the store for an additional 30-day period of time or turn the store back over to the franchisee. In turning the store back over to the franchisee we do not waive our rights to step back in the future.

**Owner's Agreements.** If you are an entity with more than one owner, the partnership agreement, shareholders agreement, limited liability operating agreement or other similar agreement for the entity ("Owner's Agreement") must contain the following provisions which will supersede any contrary provisions in that agreement:

1. Your owners ("Owners") agree to submit any dispute they cannot resolve relating to the operation and management of the franchise business to arbitration by our president or his designee. If the arbitration submission is accepted by our president, it must be held at our Oregon headquarters or at another location the Owners and the arbitrator agree. The decision of the arbitrator will be final and subject to enforcement by the courts of competent jurisdiction. If the submission to arbitration is not accepted by our president, the Owners must resolve their disputes in accordance with the other provisions of this Agreement.

2. The term "operations and management" includes, but is not limited to, questions relating to:

1. Allocations of management responsibilities between the Owners;
2. Contributions to capital for purposes of business operations, repairs and remodeling;
3. The reasonable salaries of the Owners;
4. Marketing efforts;
5. The termination of the employment of an Owner;
6. Procedures for making and implementing management decisions;
7. Whether an Owner has performed duties with respect to the operation or management of the franchise business.

3. Unless the Owners and the arbitrator agree in writing otherwise, "operation and management" does not include questions relating to:

1. Allocations, computations or distributions of profit or loss;
2. Accounting issues;
3. Elections of officers of the entity;
4. Investments of cash not necessary for the operation of the business;
5. Determining whether an Owner is disabled or incompetent within the meaning of the agreement;
6. The fair market value of the Owners' interests in the entity;
7. Whether an event has occurred, which gives rise to a right to buy the interest of an Owner other than a right resulting from an Owner's default determined to exist under 2.g., above;
8. Whether an Owner has met his obligations to purchase the interest of any current or former Owner;
9. Matters relating to the winding up of the entity after a dissolution;
10. Matters relating to the legal validity of the Agreement.

4. The Owner's Agreement must provide that the Owner or Owners who are to be responsible for on premises operation of the franchise business must own 50% or more of the capital interests in the entity and that the Owners of the entity must have voting rights proportionate to their interests in capital.

5. The Owners agree to notify us in writing of their intent to enter into, modify or amend any Owner's Agreement. Notice must be given at least 10 business days before they enter into that agreement, modification or amendment. The purpose of this notice is to enable us to review it for compliance with this section.

6. Inclusion of these provisions in the Owner's Agreement will be a condition to our consent to the transfer of the franchise to an entity.

---

## 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

---

You will offer for sale and sell at your Franchised Store all of the Menu Items, Trade Secret Food Products and other categories of food products that we periodically approve for Schmizza franchises. You will not offer for sale or sell at the Store or the Premises which it occupies any other category of products or use these Premises for any purpose other than as described in the Franchise Agreement. At our discretion, we may allow you to sell items other than those contemplated in the Franchise Agreement.

There are no limits on the area in which you or we may solicit, accept orders or sell goods or services, except as limited by multi-area programs as defined in the Franchise Agreement or as otherwise limited by the Franchise Agreement or Operations Manual.

You must cooperate with our Multi-Area Marketing Programs.

You are prohibited from installing or maintaining on the Premises any video games, juke boxes, gaming machines, games, rides, vending machines or other similar devices without our written approval.

You will refrain from any merchandising, advertising or promotional practice which is unethical or may be injurious to our business and/or other SCHMIZZA stores or to the goodwill associated with the Marks.

You must prominently display, by posting a sign within public view on or in the Premises, a statement that clearly indicates that the Franchised Store is independently operated by you as our franchisee and not as our agent.

We have the right to add additional authorized services or to modernize current services that you must offer. There are no limits on our right to do so.

**17.**  
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

The following table lists certain important provisions of the Franchise Agreement and related agreements and addenda, including the Multiple Franchise Purchase addendum. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

**THE FRANCHISE RELATIONSHIP**

Provision	Paragraph	Summary
a. Length of the franchise term	Paragraph 3.1; Addenda*, Paragraph 6; Exhibit 8 to Franchise Agreement.	The term is 10 years from the date the Franchise Agreement is signed. We are willing to give a different length of term upon your reasonable request from as little as 5 years to as much as 20 years.  *All references are to Franchise Agreement, unless otherwise specified. "Addenda" means the "Multiple Franchise Purchase Addendum" and other exhibits to the Franchise Agreement.
b. Renewal or extension of term	Paragraph 3.2; Multiple Franchise Purchase Addendum.	You can renew for additional successive terms of 10-years if all of the conditions in the Franchise Agreement have been met. We are willing to give a different length of renewal term upon your reasonable request from as little as 5 years to as much as 20 years. Those conditions relate to compliance with all provisions in the Franchise Agreement; compliance with all standards and policies of the System; providing us notice of your intent to renew; fulfillment

Provision	Paragraph	Summary
		<p>of monetary obligations; execution of our then-current form of franchise agreement; compliance with our then-current qualification and training requirements; execution of a general release; and related conditions</p> <p>We are willing to give a different length of renewal term upon your reasonable request.</p> <p>If you continue to operate the Franchise with our express or implied consent following the expiration or termination of this Agreement, the continuation will be a month-to-month extension of this Agreement. This Agreement will then be terminable by either party upon thirty days written notice. Otherwise, all provisions of the Franchise Agreement will apply while operations continue and your Continuing Licensing Fee will automatically increase to 7% of your gross receipts, with a weekly minimum of \$150, unless and until you and we have executed a renewal franchise agreement.</p>
c. Requirements for you to renew or extend	Paragraphs 3.2, 3.3 and 3.4.	<p>You must:</p> <ol style="list-style-type: none"> <li>a. Comply with all of the Franchise Agreement provisions.</li> <li>b. Bring the Franchised Store into compliance with our current standards.</li> <li>c. Give timely notice of renewal to us.</li> <li>d. Satisfy all monetary obligations owed to us.</li> <li>e. Meet current training requirements.</li> <li>f. Sign a mutual release.</li> <li>g. Sign a new agreement similar to our current form. You may be asked to sign a contract with materially different terms and conditions than your original contract.</li> </ol>
d. Termination by you	Paragraph 18.5; Multiple Franchise Purchase Addendum.	Upon 90 days' notice only for material breach by us. Subject to applicable state laws, post-termination covenants still apply.

Provision	Paragraph	Summary
e. Termination by Company without cause	Addenda, Paragraph 6.	None in Franchise Agreement. In Addenda, we can give 3 years' notice of our intent to discontinue the program. Termination of the Multiple Purchase does not allow us to terminate any of your franchise agreements for sites you have already opened.
f. Termination by Company with cause	Paragraphs 18.1 and 18.2; Multiple Franchise Purchase Addendum.	Upon delivery of notice to you if you default under the terms of the Franchise Agreement. Inspection and probation procedures are set forth in Section 14.23. Termination of the Multiple Purchase does not allow us to terminate any of your franchise agreements for sites you have already opened.
g. "Cause" defined (curable defaults)	Paragraphs 6 and 18.2.	You do not successfully pass training or any aptitude tests or fail or refuse to make payments due to us, our suppliers and do not cure within 5 business days or fail to comply with the Franchise Agreement and mandatory specifications and do not cure within applicable notice periods or 5 or 30 days. Termination of the Multiple Purchase does not allow us to terminate any of your franchise agreements for sites you have already opened.
h. "Cause" defined (non-curable defaults)	Paragraph 18.1.	Non-curable defaults include: failure to timely commence business or complete training; making a material misrepresentation or omission in the application for the franchise; conviction or plea of no contest to certain crimes; misuse of the Confidential Operations Manual system; abandonment of business for 5 consecutive business days in any 12-month period; surrender of control of business; submission of reports understating Continuing Licensing Fees by more than 2% for periods totaling 3 or more weeks more than twice during the term of the franchise; submission of reports late on 2 occasions in any 12-month period; insolvency, bankruptcy or receivership; continued violation of any health, safety or sanitation law or operation in a

Provision	Paragraph	Summary
		<p>manner that presents a health or safety hazard; failure to comply with federal, state, or local laws after 10-day notice period; failure to comply with the franchise agreement after second of two notice periods; failure to pay any franchise, Continuing Licensing, Branding Fees after 5-day written notice period; your misuse of Marks; or your failure to submit reports on three occasions. Termination of the Multiple Purchase does not allow us to terminate any of your franchise agreements for sites you have already opened.</p>
<p>i. Your obligation on termination/non-renewal</p>	<p>Paragraph 19; Addenda, Paragraph 6.</p>	<p>Your obligations include: stop operations of the Franchised Store; assign lease to us; stop using the Marks and items bearing the Marks; assign any assumed names to us; de-identify the Premises from any confusingly similar decoration, design or other imitation of a SCHMIZZA store, as applicable; stop advertising as a Franchised Store; pay all sums owed to us, our suppliers; pay all damages and costs incurred by us in enforcing the termination provisions of the Franchise Agreement; return all manuals and other confidential information to us; return all signs to us; assign your telephone and facsimile numbers, electronic mail and Internet addresses and domain names to us; and comply with the covenants not to compete.</p> <p>In addition, we may claim and recover damages from you for any material breach, including ongoing Continuing Licensing Fees, Branding Fees and other payments required by the Franchise Agreement. The Continuing Licensing Fees payable will be computed as an average of the Continuing Licensing Fees payable by you for the last six months that you conducted the Franchise. If the Franchise has been operating and paying Continuing Licensing Fees for less than six months, the average will be</p>

Provision	Paragraph	Summary
		of the weekly Continuing Licensing Fees payable by you during the period of operation. The calculated Continuing Licensing Fees will be due for the balance of the term of the Franchise Agreement.
j. Assignment of contract by Company	Paragraph 20.1; Multiple Franchise Purchase Addendum.	No restriction on our right to assign.
k. "Transfer" by you definition	Paragraph 20.2; Multiple Franchise Purchase Addendum.	Includes transfer of any assets, contract, and any interest in the contract or change of ownership.
l. Company's approval of transfer	Paragraph 20.2.	We have the right to approve all transfers by you, but will not unreasonably withhold or delay approval.
m. Conditions for Company's approval of transfer	Paragraph 20.2, 20.3 and 20.4.	For a transfer to a third party, including family members and management team members, the transferee must meet our qualifications, successfully complete the training program and sign the current form of Franchise Agreement. You will pay all sums owed to us and sign a general release. The transferee must pay a transfer fee of the greater of \$16,000 or 2% of the gross proceeds from the sale. In addition, you will pay us an 8 percent commission on the gross transfer price (excluding the price of real property), if we obtain the transferee for you. If the transfer is to one of your management team members or to another operating and fully compliant Schmizza franchisee, the transfer fee may be reduced to \$8,000 if we determine that no training is required for the transferee. If the transfer is to an immediate family member (spouse or children over 21 years of age) or is an assignment of interest to an affiliated entity under Section 20.2.2.1 of the Franchise Agreement, the transfer fee may be reduced to \$500 if we determine



Provision	Paragraph	Summary
		that no training is required for the transferee. The transfer fee will be paid upon the transfer of each Franchise Agreement transferred by you.
n. Company's right to acquire your business	Paragraph 22; Multiple Franchise Purchase Addendum.	We have the right of first refusal to purchase a Franchised Store which is for sale and for which you have received a bona fide offer to purchase. We have 30 days from notice of the offer to purchase the Franchised Store or its assets at the same terms as contained in the offer.
o. Company's option to purchase your business	Paragraphs 19.10 and 22.	We have the right to purchase your business at fair market value for 30 days from the date of delivery of the written offer, and after termination.
p. Your death or disability	Paragraphs 21.	Your heirs, beneficiaries, devisees or legal representative can apply to us to continue operation of the Franchised Store, or sell or otherwise transfer interest in the Franchised Store within 180 days of death or incapacity. If they fail to do so, the Franchise Agreement will terminate and we will have the option to buy the Franchised Store.
q. Non-competition covenants during the term of the franchise	Paragraph 17.2.	You must not divert or attempt to divert any business or customer to a competitor, or perform any act which may harm the goodwill associated with the Marks and the System; or own or otherwise have any interest in any business (including a business you currently operate) specializing in dispensing, promoting or selling prepared food products the same as or similar to any product or service provided through the System.
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 17.3.	You must not directly or indirectly own or operate a business which sells prepared food products or services the same as or similar to any other product or service provided through the System for 2 years after the Franchise Agreement is terminated within a 10-mile radius of the Franchised Store, within a 10-mile radius of any other business using the System or within a reasonable distance of any other location where we could reasonably expect to establish a

Provision	Paragraph	Summary
		franchise territory or company store during the two-year period after the franchise is terminated or expires.
s. Modification of the agreement	Paragraphs 10. and 24.4.	The Franchise Agreement can be modified only by written agreement between you and us. We can modify or change the System through changes in the Confidential Operations Manual.
t. Integration/merger clause	Paragraphs 24.4 and 24.5.	Only the terms of the Franchise Agreement are binding (subject to relevant federal and state law) and may only be modified to the extent required by an appropriate court to make the Franchise Agreement enforceable. However, nothing in the Franchise Agreement is intended to disclaim the representations we make in this disclosure document.
u. Dispute resolution by arbitration or mediation	Paragraph 24.8.	No dispute is required to be arbitrated. Except for certain claims regarding confidential information or the Marks, if a dispute arises between the Parties, the dispute will first be the subject of good faith negotiation between the parties. If negotiations are unsuccessful, then the Parties agree to participate in at least <b>8</b> hours of mediation in accordance with the Mediation Procedures of the American Arbitration Association or of any similar organization that specializes in the mediation of commercial franchise business disputes. The Parties agree to equally share the costs of mediation. Subject to applicable state laws, all disputes must be negotiated and mediated in Marion County, Oregon.
v. Choice of forum	Paragraph 24.7.	Disputes will be mediated, tried, heard, and decided in Salem, Marion County, Oregon, except as limited by state law and as stated in State Addenda to this Franchise Disclosure Document.
w. Choice of law	Paragraph 24.7.	Oregon law applies (subject to state law), except that disputes regarding the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

---

**18.**  
**PUBLIC FIGURES**

---

We do not use any public figures to promote the franchise.

---

**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.

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 our Chairman/CEO, Ron Berger, c/o Schmizza International, Inc., 1500 Liberty Street SE, Suite 160, Salem, Oregon 97302, (503) 371-9318, the Federal Trade Commission, and the appropriate state regulatory agencies.

---

**20.**  
**OUTLETS AND FRANCHISEE INFORMATION**

---

**Table 1**  
**System-Wide Outlet Summary**  
**As of December 31, 2019, 2020, and 2021**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Schmizza Franchised Stores	2019	22	22	+1
	2020	22	22	0
	2021	22	21	-1
	2019	2	1	-1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Schmizza Company or Affiliate-Owned	2020	1	1	0
	2021	1	1	0
Schmizza Master Franchisees**	2019	1	1	0
	2020	1	1	0
	2021	1	1	0
<b>Total</b>	<b>2019</b>	<b>24</b>	<b>23</b>	<b>-1</b>
	<b>2020</b>	<b>23</b>	<b>23</b>	<b>0</b>
	<b>2021</b>	<b>23</b>	<b>22</b>	<b>-1</b>

\*\* The rows table for "Schmizza Master Franchisees" reflect the number of Master Franchisees. Individual unit store locations that are owned by Masters are included in "Franchised Stores."

**Table 2**  
**Schmizza Franchised Stores**  
**Transfers of Outlets from Franchisees to New Owners**  
**(Other than the Franchisor)**  
**As of December 31, 2019, 2020, and 2021**

State	Fiscal Year End Date	Number of Transfers
California	2019	0
	2020	0
	2021	0
Oregon	2019	4
	2020	3
	2021	3
Washington	2019	0
	2020	0
	2021	0
<b>Total</b>	<b>2019</b>	<b>4</b>
	<b>2020</b>	<b>3</b>
	<b>2021</b>	<b>3</b>

**Table 3**  
**Status of Schmizza Franchised Outlets**  
**As of December 31, 2019, 2020, and 2021\***

State	Fiscal Year End Date	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

State	Fiscal Year End Date	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
California	2021	0	0	0	0	0	0	0
Oregon	2019	21	1	1	0	1	1	21
	2020	21	0	0	0	0	0	21
	2021	21	1	0	0	0	1	21
Washington	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
<b>Total</b>								
	<b>2019</b>	<b>22</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>22</b>
	<b>2020</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>
	<b>2021</b>	<b>22</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>21</b>

\* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

A list of the names, addresses and telephone numbers of all System franchises under a Franchise Agreement with us as of the end of our last fiscal year (unless another date is specified) is attached as Exhibits F and K.

**STATUS OF SCHMIZZA MASTER FRANCHISEES  
AS OF DECEMBER 31, 2019, 2020, and 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
Wisconsin	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
<b>Total**</b>								
	<b>2019</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
	<b>2020</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
	<b>2021</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

\* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

\*\* Although some Master Franchisees' areas include more than one state, the chart above shows only one state for each Master Franchisee in order to accurately reflect the total number of Master Franchisees.

A list of the names, addresses and telephone numbers of all System Master Franchisees under a Master Franchise Agreement with us as of the end of our last fiscal year (unless another date is specified) is attached in Exhibits F and L.

**Table 4  
Status of Company or Affiliate-Owned Schmizza Outlets  
As of December 31, 2019, 2020, and 2021**

State	Fiscal Year End Date	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Oregon	2019	2	0	0	0	1	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
<b>Total</b>							
	<b>2019</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
	<b>2020</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
	<b>2021</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

**Table 5  
Projected Openings of Individual Schmizza Stores  
As of December 31, 2021**

STATE	FRANCHISE AGREEMENT SIGNED BUT STORE NOT OPEN AS OF <b>December 31, 2021</b>	PROJECTED NEW FRANCHISED STORES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY-OWNED OPENINGS IN NEXT FISCAL YEAR
California	0	0	0
Oregon	4	2	0
Washington	0	0	0
<b>Totals</b>	<b>4</b>	<b>2</b>	<b>0</b>

Exhibits F and K list the name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of all current franchisees and of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the 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.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Pizza Schmizza franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following is a list, to the extent known by us, of the names, addresses, telephone numbers, email address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsor, and endorse:

**Schmizza National Advisory Council (“SchNAC”)**

For information, contact:

Jeff Rode, President  
Schmizza International, Inc.  
1500 Liberty Street SE, Suite 160  
Salem, Oregon 97302  
(503) 371-9318

**Franchisee Local Advertising Committee (“FLAC”)**

FLAC’s have been formed in various areas. For information, contact:

Jeff Rode, President  
Schmizza International, Inc.  
1500 Liberty Street SE, Suite 160  
Salem, Oregon 97302  
(503) 371-9318

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

---

**21.  
FINANCIAL STATEMENTS**

---

The fiscal year end for Schmizza International, Inc. is December 31.

Attached to this disclosure document as Exhibit A are:

our audited financial statements for fiscal years ending December 31, 2021, 2020, and 2019

---

**22.  
CONTRACTS**

---

The **Franchise Agreement** is attached to this disclosure document as Exhibit C, and the **Multiple Franchise Purchase Addendum** is attached as Exhibit 5 to the Franchise Agreement.

We will ask you to sign the State Addenda attached as Exhibit I (if applicable) and the Conditional Assignment of Telephone and Directory Listings attached as Exhibit J. Upon transfer or renewal of your franchise we may require you to sign the Transfer Agreement and Release or the Renewal Agreement and Release attached as Exhibit J.

---

**23.**  
**RECEIPT**

---

Attached to this disclosure document are two duplicate Acknowledgments of Receipt that evidence your receipt of this disclosure document. Sign each copy; one is to be retained by you, the other by us. You must sign and date the Receipt and deliver it to us at least 14 calendar days before execution of the Franchise Agreement or payment of any fee by you.



# EXHIBIT A

TO

## FRANCHISE DISCLOSURE DOCUMENT

---

### FINANCIAL STATEMENTS

---



Schmizza International, Inc.  
and Subsidiary  
Consolidated Financial Report  
December 31, 2021



---

and Subsidiary

---

## TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	1 - 2
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Balance Sheets	3 - 4
Consolidated Statements of Income and Retained Earnings	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7 - 17



**Accountants & Consultants • A Division of SingerLewak**

**INDEPENDENT AUDITOR'S REPORT**

Stockholders  
Schmizza International, Inc.  
Salem, Oregon

**Opinion**

We have audited the consolidated financial statements of Schmizza International, Inc. (the Company), which comprise the balance sheets as of December 31, 2021 and 2020, the related statements of operations and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

1255 Lee St. SE, Suite 210, Salem, OR 97302 T: 503.585.7751



Stockholders  
Schmizza International, Inc.  
Salem, Oregon  
Independent Auditor's Report

**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*Singer Lewak LLP*

March 8, 2022

By:



Bradley G. Bingenheimer, CPA, Partner

SCHMIZZA INTERNATIONAL, INC. AND SUBSIDIARY  
CONSOLIDATED BALANCE SHEETS  
December 31, 2021 and 2020

Assets

	2021	2020
<b>Current Assets</b>		
Cash and cash equivalents	\$ 713,822	\$ 199,989
Accounts receivable	44,062	6,430
Receivable from advertising fund	268,034	18,239
Inventory	10,505	11,492
Taxes receivable	-31,298	500
Prepaid expenses and other assets	275,041	31,303
Advertising fund assets, restricted		36,671
<b>Total current assets</b>	<b>1,342,762</b>	<b>304,624</b>
<b>Equipment, net</b>	<b>11,822</b>	<b>22,920</b>
<b>Other assets</b>		
Intangibles, net	764,046	1,264,054
Deferred tax asset	<u>355,096</u>	<u>250,042</u>
<b>Total other assets</b>	<b>1,119,142</b>	<b>1,514,096</b>
<b>Total assets</b>	<b>\$ 2,473,726</b>	<b>\$ 1,841,640</b>

See notes to financial statements



CONSOLIDATED BALANCE SHEETS (Continued)  
December 31, 2021 and 2020

Liabilities and stockholders' equity

	2021	2020
<b>Current liabilities</b>		
Accounts payable	\$ 28,918	\$ 35,655
Deferred revenue	347,410	-18,785
Accrued compensation	9,722	811,537
Payable to Figaro's Italian Pizza, Inc. (related party)	87,254	210,365
Notes payable, current	224,043	36,671
Advertising fund liabilities	275,041	
<b>Total current liabilities</b>	972,388	1,113,013
<b>Notes payable, noncurrent portion</b>	1,245,796	1,401,916
<b>Total liabilities</b>	2,218,184	2,514,929
<b>Stockholders' equity</b>		
Common stock - no par value, 1,063,688.5763 1,447,500 shares authorized, issued and outstanding as of December 31, 2021 and 2020, respectively	-255,542	-
Retained earnings	255,542	(673,289)
<b>Total stockholders' equity</b>	-	(673,289)
<b>Total liabilities and stockholders' equity</b>	\$ 2,473,726	\$ 1,841,640

See notes to financial statements



SCHMIZZA INTERNATIONAL, INC. AND SUBSIDIARY  
 CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS  
 Years Ended December 31, 2021 and 2020

	2021	2020
<b>Revenues</b>		
Royalties	\$ 699,537	\$ 558,825
Franchise sales	15,100	20,000
Food and beverage sales, net	639,563	493,452
Advertising fund revenue	367,187	461,811
Other	3,150	1,379
<b>Total revenues</b>	1,724,537	1,535,467
<b>Cost of food and beverage sales</b>	222,686	178,959
<b>General and administrative expenses</b>	1,055,879	1,051,531
<b>Advertising fund expenses</b>	367,187	461,811
<b>Total expenses</b>	1,645,752	1,692,301
<b>Income (loss) from operations</b>	78,785	(156,834)
<b>Financial income (expense)</b>		
Interest income	388	338
Interest expense	(73,356)	(88,710)
Goodwill impairment loss	(500,000)	(756,741)
PPP loan forgiveness	324,240	-
Other	1,044,720	4,529
<b>Total financial expense</b>	795,992	(840,584)
<b>Income (loss) before income tax benefit</b>	874,777	(997,418)
<b>Income tax benefit</b>	(104,054)	(255,952)
<b>Net income (loss)</b>	978,831	(741,466)
Retained earnings - beginning	(673,289)	68,177
Stock redemption	(50,000)	-
<b>Retained earnings (accumulated deficit) - ending</b>	\$ 255,542	\$ (673,289)

See notes to financial statements  
5



SCHMIZZA INTERNATIONAL, INC. AND SUBSIDIARY  
 CONSOLIDATED STATEMENTS OF CASH FLOWS  
 Years Ended December 31, 2021 and 2020

	2021	2020
<b>Cash flows from operating activities</b>		
Net income (loss)	\$ 978,831	\$ (741,466)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	18,463	27,879
Goodwill impairment loss	500,000	756,741
PPP loan forgiveness	(324,240)	-
Deferred tax benefit	(105,055)	(256,952)
Changes in operating assets and liabilities		
Accounts receivable	(37,632)	(2,884)
Receivable from advertising fund	(249,795)	-
Inventory	987	11,003
Prepaid expenses and other assets	5	7,340
Taxes receivable	500	-
Accounts payable	(6,737)	(5,217)
Accrued compensation	(9,063)	4,230
Deferred revenue	347,410	-
Payable to advertising fund	-	(107,676)
Payable to Figaro's Italian Pizza, Inc.	(724,283)	159,058
<b>Net cash provided by (used in) operating activities</b>	<b>389,391</b>	<b>(147,944)</b>
<b>Cash flows from investing activities</b>		
Purchase of intangibles	(3,646)	(912)
Purchase of equipment	(1,425)	(5,285)
<b>Net cash (used in) investing activities</b>	<b>(5,071)</b>	<b>(6,197)</b>
<b>Cash flows from financing activities</b>		
Proceeds from notes payable	388,141	285,100
Stock redemption	(50,000)	-
Principal paid on notes payable	(208,628)	(197,782)
<b>Net cash provided by (used in) financing activities</b>	<b>129,513</b>	<b>87,318</b>
Increase (decrease) in cash and cash equivalents	<b>513,833</b>	<b>(66,823)</b>
Cash and equivalents at beginning of year	<b>199,989</b>	<b>266,812</b>
Cash and equivalents at end of year	<b>\$ 713,822</b>	<b>\$ 199,989</b>
<b>Supplemental cash flow disclosures</b>		
Taxes paid	\$ 500	\$ 1,000
Interest paid	65,428	76,275

See notes to financial statements





and Subsidiary

---

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2021

**NOTE 1 - NATURE OF OPERATIONS**

Schmizza International, Inc. ("Schmizza") is in the business of selling franchises for stores using their methods of preparing and marketing a limited menu of pizzas, beverages and other food products and providing ongoing management support to the franchisees. Franchisees are identified by one of the following names: "Schmizza", "Pizza Schmizza" "Schmizza Pub & Grub" "Bethany Public House" and "Schmizza Public House". There were 22 and 23 Schmizza franchise stores in operation as of December 31, 2021 and 2020 respectively. Schmizza franchisees operate in 1 and 2 states as of December 31, 2021 and 2020 respectively.

The Company, through the wholly-owned subsidiary Schmizza Restaurant Group, Inc. (SRG), operates one Schmizza Pub and Grub (P&G restaurant). The P&G restaurant generates revenues from the sale of food and beverages from its location (P&G-Montgomery) in Oregon.

Prior to opening a location, franchisees pay for the use of the trademarks. Once operations commence, franchisees pay royalties and advertising fees based on net sales.

**NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES**

Principles of consolidation

The accompanying consolidated financial statements include the accounts of Schmizza International, Inc. and Schmizza Restaurant Group, Inc. All intercompany accounts and transactions have been eliminated in consolidation.

Use of estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents

Cash and cash equivalents includes checking accounts and funds in tills. For purposes of the statement of cash flows, the Company considers all highly-liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.



## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

### NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company accounts for potential losses in accounts receivable utilizing the allowance method. In reviewing receivables, management considers their knowledge of customers, historical activity, and current economic conditions to establish an allowance for doubtful accounts. A trade account receivable is charged to the allowance when management determines the receivable is uncollectible.

#### Inventory

Inventory is stated at the lower of cost (first-in, first-out method) or market. Inventory consists of food, beverage and restaurant supplies.

#### Equipment

Equipment and leasehold improvements are recorded at cost less accumulated depreciation. Depreciation is computed using accelerated and straight-line methods over estimated useful lives of 5 years.

#### Intangibles

Intangibles consist of a goodwill and trademarks. The trademarks are amortized using the straight-line method over their estimated useful lives. Intangible assets are periodically reviewed to determine whether adjustments to carrying values are needed.

#### Impairment of Long-lived Assets

The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets.

#### CARES Act

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law and includes changes to the Internal Revenue Code for refundable payroll tax credits, deferment of employer payments for social security tax, net operating loss carryback periods, alternative minimum tax credits, net interest deduction limitations, and depreciation of certain leasehold improvements. U.S. GAAP requires the effect of the CARES Act to be recognized in the period the law is enacted.



## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

### NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Paycheck Protection Program Loans under CARES Act

On April 30, 2020, the Company was informed by a bank that the U.S. Small Business Administration (SBA) approved the Company's request for a loan under the SBA's Paycheck Protection Program (PPP) as authorized under the CARES Act. The Company signed a promissory note of \$135,100 for a PPP loan and, in accordance with the CARES Act, the Company used the PPP loan proceeds for eligible costs that resulted in forgiveness of the PPP loan during 2021. On January 29, 2021, the Company was informed by a bank that the SBA approved the Company's request for a second loan under the SBA's Paycheck Protection Program (PPP) as authorized under the CARES Act. The Company signed a promissory note of \$189,140 for a second PPP loan and, in accordance with the CARES Act, the Company used the PPP loan proceeds for eligible costs that resulted in forgiveness of the second PPP loan during 2021. For the year ended December 31, 2021, the Company recognized \$324,240 of PPP loan forgiveness as other income in the financial statements.

#### Food and beverage costs

Food and beverage costs include inventory and freight costs and are reported net of vendor discounts and rebates.

#### Advertising costs

Advertising costs, except for costs associated with direct-response advertising, are charged to operations when the advertising first takes place. The costs of direct-response advertising are capitalized and amortized over the period during which future benefits are expected to be received. Advertising costs charged to operations amounted to \$5,728 and \$16,210 for the years ended December 31, 2021 and 2020, respectively.

#### Income taxes

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company recognizes the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The amount of unrecognized tax benefits is adjusted as appropriate for changes in facts and circumstances, such as significant amendments to existing tax law, new regulations or interpretations by the taxing authorities, new information obtained during a tax examination, or resolution of an examination. Management has evaluated tax positions taken and has determined that any uncertainty in those positions would not have a material effect on the consolidated financial statements.





## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

### **NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)**

#### Advertising Fund

Franchisees contribute a portion of their royalties to the Advertising Fund. These funds are restricted and to be used only for advertising and promotional activities that benefit the franchisees. In conjunction with the Company's implementation of ASC 606, discussed below, it has been determined that these activities are not performance obligations associated with the amounts received by the Advertising Fund. Accordingly, the Advertising Fund revenues and related expenses are presented at gross in the statement of income with any unspent funds reported as a liability on the balance sheet.

#### Revenue Recognition

The Financial Accounting Standards Board ("FASB") on May 28, 2014 issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (ASC 606), the provisions of which were to be applicable to the Company for the year ended December 31, 2018. Then in August 2015 FASB issued ASU 2015-14 deferring the implementation date of ASC 606 for a period of one year. On June 3, 2020 FASB issued ASU 2020-05 which further deferred the provisions of ASC 606 for franchisors until the year ended December 31, 2020. ASU 2021-02 was issued in January 2021 which modified the provisions of ASC 606 allowing private franchisors to elect a practical expedient that simplifies the application of ASC 606 and to make an accounting policy election to recognize the pre-opening services as a single performance obligation.

ASC 606 requires franchisors to determine if pre-opening activities contain any distinct performance obligations and allocate the initial franchise fees to those performance obligations using the stand-alone selling price for those performance obligations. The Company has adopted the provisions of ASC 606 for the year ended December 31, 2020 on a prospective basis and has elected to apply the practical expedient in ASU 2021-02. The practical expedient permits private franchisors to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within ASU 2021-02. Additionally, the Company has elected the accounting policy to recognize the pre-opening services as a single performance obligation which is satisfied upon the opening of the franchise.

The franchise agreements grant to the franchisee license to use the Company's intellectual property for as long as they operate the franchise. The franchisee can terminate the franchise agreement at any time by ceasing operation of the franchise. Accordingly, the Company has determined that the franchise license has no determinable economic life and that the Company's performance obligation under the franchise license is satisfied at the point in time when the franchise opens.

Amounts received by the Company for franchise licenses and pre-opening services are recognized as revenue when the franchise opens. Prior to recognition as revenue the amounts are deferred and reported as unearned franchise revenue on the balance sheet.



## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

### NOTE 2 - SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Revenue Recognition (continued)

Under prior accounting guidance, the Company had excluded the restricted assets and liabilities of Advertising Fund in its balance sheet and had determined that it acted as an agent for accounting purposes with regard to franchisee contributions to the Advertising Fund. As a result, the Company previously excluded the activities of Advertising Fund in its statements of income and statements of cash flows. Upon the adoption of ASC 606, the Company determined that there are not performance obligations associated with the franchise advertising contributions received by Advertising Fund that are separate from royalty payment streams and as a result, these franchise contributions and the related expenses are presented gross in the Company's statement of income and consolidated statement of cash flows. While this change will materially impact the gross amount of reported franchise revenues and expenses, the impact will generally be an offsetting increase to both revenues and expenses such that the impact on income from operations and net income is not expected to be material.

SRG recognizes P&G restaurant sales when food and beverage items are sold. Schmizza P&G's restaurant sales are reported net of discounts, coupons, employee meals, and gift cards.

#### Recently issued accounting pronouncements

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). The guidance in this ASU supersedes the leasing guidance in Topic 840, Leases. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The FASB has also issued several updates to ASU 2016-02. A modified retrospective transition approach is required. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The new standard provides a number of practical expedients. In June 2020, the FASB issued ASU 2020-05 which defers the effective date of ASU 2016-02 one year, making it effective for annual reporting periods beginning after December 15, 2021, and early adoption is permitted. Upon initial evaluation, the Company believes the key change upon adoption will be the balance sheet recognition. At adoption, the Company will recognize a right-to-use asset and corresponding lease liability on the balance sheet. The income statement recognition of lease expense appears similar to the Company's current methodology. The Company is in the process of implementing its transition and is assessing the impact of this new guidance on the Company's financial statements.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 3 - EQUIPMENT

	<u>December 31,</u>	
	<u>2021</u>	<u>2020</u>
Office equipment	\$ 126,377	\$ 126,249
Furniture and fixtures	8,546	8,546
Leasehold improvements	20,011	19,508
Accumulated depreciation	<u>(143,112)</u>	<u>(131,383)</u>
 Equipment, net	 <u>\$ 11,822</u>	 <u>\$ 22,920</u>

Depreciation expense for the years ended December 31, 2021 and 2020 amounted to \$12,524 and \$21,862, respectively.

NOTE 4 - INTANGIBLES

	<u>December 31, 2021</u>			
	<u>Life</u>	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Goodwill	N/A	\$ 750,000	\$ -	\$ 750,000
Trademarks	5 - 10	<u>43,535</u>	<u>29,489</u>	<u>14,046</u>
		<u>\$ 793,535</u>	<u>\$ 29,489</u>	<u>\$ 764,046</u>
	 <u>December 31, 2020</u>			
	<u>Life</u>	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Goodwill	N/A	\$ 1,250,000	\$ -	\$ 1,250,000
Trademarks	5 - 10	<u>39,889</u>	<u>25,835</u>	<u>14,05</u>
		<u>\$ 1,289,889</u>	<u>\$ 25,835</u>	<u>\$ 1,264,054</u>

During 2021, management determined the acquisition goodwill was impaired based on management's projection of future cash flows from the store purchased. The carrying amount of \$750,000 is based on management's estimate of the fair value of the store should it be sold in the ordinary course of business.

Amortization expense related to trademarks was \$3,654 and \$3,732 for the years ended December 31, 2021 and 2020, respectively.



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 5 - ADVERTISING FUND**

Advertising fees are collected from franchisees for the purpose of developing advertising and promotional materials and programs. The following table contains information related to the advertising fund of Schmizza.

Assets and liabilities of the advertising fund are as follows:

	<u>December 31,</u>	
	<u>2021</u>	<u>2020</u>
Assets		
Cash	\$ 260,313	\$ 17,548
Receivables	9,616	12,361
Other assets	<u>5,112</u>	<u>6,762</u>
Total assets	<u>275,041</u>	<u>36,671</u>
Liabilities		
Accounts payable and accrued liabilities	14,086	21,113
Due to Schmizza	<u>268,034</u>	<u>18,239</u>
Total liabilities	<u>282,120</u>	<u>39,352</u>
Net assets	<u>\$ (7,079)</u>	<u>\$ (2,681)</u>

Activity in the advertising funds was as follows:

	<u>Years Ended December 31,</u>	
	<u>2021</u>	<u>2020</u>
Additions		
Advertising fees	\$ 324,320	\$ 295,310
Other	<u>38,469</u>	<u>69,823</u>
Total additions	<u>362,789</u>	<u>365,133</u>
Deductions		
Advertising	116,175	208,095
Marketing administration, supplies and equipment	<u>251,012</u>	<u>253,716</u>
Total deductions	<u>367,187</u>	<u>461,811</u>
Change in net assets	(4,398)	(96,678)
Net assets - beginning of year	<u>(2,681)</u>	<u>93,997</u>
Net assets - end of year	<u>\$ (7,079)</u>	<u>\$ (2,681)</u>

In addition, new franchisees pay a specific amount for advertising for their store only, typically in its first sixty days of operations.





**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 6 - RELATED PARTY TRANSACTIONS**

A number of the stockholders of the Company own another business entity, Figaro's Italian Pizza, Inc. (Figaro's). Figaro's provides accounting, secretarial, administrative and marketing services for the Company, and the Company pays Figaro's for the cost of these services. During 2021 and 2020 the Company paid \$306,141 and \$327,318 respectively for these services.

The advertising fund agreement has a provision in it that allows Schmizza's operations to borrow from the advertising fund if it has excess cash. If funds are borrowed, operations pays interest on the borrowing at the current prime interest rate. The borrowing is repaid to the advertising fund as funds are available; but is generally repaid within one year.

**NOTE 7 - RETIREMENT PLAN**

After one year of service, full-time employees are eligible to participate in a 401(k) retirement plan. Participants may defer compensation into the plan up to Internal Revenue Service prescribed limits and the Company can make discretionary contributions. Discretionary contributions amounted to \$5,000 and \$2,500 during 2021 and 2020, respectively.

**NOTE 8 - NOTES PAYABLE**

Notes payable at December 31, 2021 and 2020 is as follows:

	<u>December 31,</u>	
	<u>2021</u>	<u>2020</u>
Note payable to bank	\$ 1,131,315	\$ 1,339,943
Payroll protection program loan	-	135,100
Economic Injury Disaster Loan	349,000	150,000
Unamortized loan fees	<u>(10,476)</u>	<u>(12,762)</u>
	1,469,839	1,612,281
Less current portion	<u>(224,043)</u>	<u>(210,365)</u>
	<u>\$ 1,245,796</u>	<u>\$ 1,401,916</u>

In November 2014, the Company borrowed \$2,400,000 from a bank in connection with the purchase of all of the assets and operations of two Schmizza Pub & Grub (P&G) franchisee owned stores located in Oregon. The note was payable in monthly installments of \$25,500 including interest at 5%. In September 2019, the Company borrowed \$1,600,000 from a bank and paid the balance due on the previous bank debt. The new debt is payable in monthly installments of \$22,800 including interest at 5.18%. The total interest expense under these notes was \$64,497 and \$75,394 during 2021 and 2020 respectively. The debt is secured by all assets of the Company.





**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 8 - NOTES PAYABLE (Continued)**

On June 11, 2020, the Company was granted an Economic Injury Disaster Loan from the U.S. Small Business Administration for \$150,000 payable in monthly installments of \$731 beginning June 2021, including interest at 3.75%. The U.S. Small Business Administration extended the monthly installments to begin June 2022. On August 11, 2021, the Company was granted an additional Economic Injury Disaster Loan from the U.S. Small Business Administration for \$199,000 for a total loan amount of \$349,000 payable in monthly installments of \$1,764 beginning June 2022 including interest at 3.75%.

As of December 31, 2021 future maturities of notes payable for the future years ending December 31, are as follows:

2022	\$ 224,043
2023	239,082
2024	251,733
2025	265,252
2026	186,731
Thereafter	<u>313,474</u>
	<u>\$ 1,480,315</u>

**NOTE 9 - OPERATING LEASE**

Schmizza rents space for its restaurant operations under operating lease agreements with unrelated parties with monthly minimum rent expense between \$3,100 and \$6,300. Rent expense under lease agreements was \$56,547 and \$66,672 for 2021 and 2020, respectively.

The future minimum lease payments as of December 31, 2021 are as follows:

2022	\$ 75,396
------	-----------



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 10 - PREFERRED STOCK REDEMPTION**

In August of 2021, the Company entered into redemption agreements with certain stockholders to redeem 383,811.4237 shares of common stock for \$50,000. Upon closing of the transaction, the redeemed shares were retired. There were 1,063,688.5763 and 1,447,500 shares authorized, issued and outstanding as of December 31, 2021 and 2020, respectively.

**NOTE 11 - RESTAURANT REVITALIZATION FUND**

The American Rescue Plan Act established the Restaurant Revitalization Fund (RRF) to provide funding to help restaurants and other eligible businesses keep their doors open. Recipients are not required to repay the funding as long as funds are used for eligible uses no later than March 11, 2023. SRG received RRF funds in the amount of \$1,288,929 during 2021. As of December 31, 2021, \$347,410 of those funds remained unspent. As a result, \$347,410 is recognized as deferred revenue in the financial statements, and the portion of funds spent during 2021 of \$941,519 is recognized as other income in the financial statements.

**NOTE 12 - INCOME TAXES**

The income tax benefits for the years ended December 31, 2021 and 2020 is as follows:

	<u>2021</u>	<u>2020</u>
Current		
State	\$ 1,000	\$ 1,000
Deferred		
Federal	(82,720)	(205,880)
State	<u>(22,334)</u>	<u>(51,072)</u>
	<b><u>\$ (104,054)</u></b>	<b><u>\$ (255,952)</u></b>

Reconciliation between the provision (benefit) for taxes on income and the expected provision from applying federal statutory rates to income before taxes is as follows:

	<u>2021</u>	<u>2020</u>
Federal tax at statutory rates	\$ 183,704	\$ -
State taxes less federal tax effect	45,611	-
Tax exempt income	(355,969)	-
Net operating cost carryforward	16,103	(261,464)
Other	1,646	530
Nondeductible expenses	<u>4,851</u>	<u>4,982</u>
	<b><u>\$ (104,054)</u></b>	<b><u>\$ (255,952)</u></b>



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 12 - INCOME TAXES (Continued)**

Deferred income taxes as of December 31, 2021 and 2020 reflect the differences between carrying amounts of assets and liabilities for financial reporting purposes and amounts used for income tax reporting purposes. Deferred tax assets resulting from these difference are as follows:

	<u>2021</u>	<u>2020</u>
Depreciation of equipment	\$ 713	\$ (1,873)
Amortization of intangibles	129,785	39,807
Net operating loss carryforward	224,598	208,495
Accrued PTO	-	2,452
Charitable contribution carryforwards	-	<u>1,161</u>
	<u>\$ 355,096</u>	<u>\$ 250,042</u>

The Company expects that future income from operations will provide sufficient income to realize the benefit of the deferred tax assets.

The Company has unused net operating losses for income tax purposes in the amount of \$138,135 which expire in 2034 and \$657,667 with no expiration date.

**NOTE 13 - RISKS AND UNCERTAINTIES**

The Company's cash funds are held at two financial institutions. Cash in depository accounts exceeded federally insured limits of \$250,000 at December 31, 2021 and 2020; however management believes that its credit risk with respect to these balances is minimal due to the financial strength of the financial institution.

January 30, 2020, the World Health Organization declared the COVID-19 outbreak a public health emergency of international concern, and declared it to be a pandemic on March 11, 2020. The disruption resulting from the COVID-19 pandemic is currently expected to be temporary, but there is considerable uncertainty around the duration and the Company expects this matter to negatively impact its operating results. However, the related financial impact and duration cannot be reasonably estimated at this time.

**NOTE 14 - SUBSEQUENT EVENTS**

Management has evaluated events subsequent to year end through March 8, 2022, which is the date that the consolidated financial statements were available to be issued, for possible disclosure in the consolidated financial statements.



Schmizza International, Inc.  
and Subsidiary  
Consolidated Financial Report  
December 31, 2020



## TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT .....	1
<b>CONSOLIDATED FINANCIAL STATEMENTS</b>	
Consolidated Balance Sheets .....	2, 3
Consolidated Statements of Income and Retained Earnings .....	4
Consolidated Statements of Cash Flows .....	5
Notes to Consolidated Financial Statements .....	6 - 14



## Accountants & Consultants • A Division of SingerLewak

### INDEPENDENT AUDITOR'S REPORT

Stockholders  
Schmizza International, Inc.

We have audited the accompanying consolidated financial statements of Schmizza International, Inc. and its subsidiary (the "Company"), which comprise the consolidated balance sheets as of December 31, 2020 and 2019, the related consolidated statements of operations and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively the "financial statements").

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*SingerLewak LLP*

March 11, 2021

1255 Lee St. SE, Suite 210, Salem, OR 97302 T: 503.585.7751

1

PrimeGlobal  
An Association of  
Independent Accounting Firms





SCHMIZZA INTERNATIONAL, INC. AND SUBSIDIARY  
 CONSOLIDATED BALANCE SHEETS  
 December 31, 2020 and 2019

ASSETS

	2020	2019
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 199,989	\$ 266,812
Accounts receivable	6,430	21,785
Receivable from advertising fund	18,239	-
Inventory	11,492	22,495
Taxes receivable	500	500
Prepaid expenses and other assets	31,303	38,643
Advertising fund assets, restricted	36,671	-
<b>Total current assets</b>	<b>304,624</b>	<b>350,235</b>
<b>EQUIPMENT, net</b>	<b>22,920</b>	<b>39,496</b>
<b>OTHER ASSETS</b>		
Intangibles, net	1,264,054	2,023,615
Deferred tax asset	250,042	-
<b>Total other assets</b>	<b>1,514,096</b>	<b>2,023,615</b>
<b>Total assets</b>	<b>\$ 1,841,640</b>	<b>\$ 2,413,346</b>

See notes to financial statements.

**LIABILITIES AND STOCKHOLDERS' EQUITY**

	2020	2019
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 35,655	\$ 40,872
Accrued compensation	18,785	14,555
Payable to advertising fund	-	107,676
Payable to Figaro's Italian Pizza, Inc. (related party)	811,537	652,479
Notes payable, current	210,365	197,763
Advertising fund liabilities	36,671	-
<b>Total current liabilities</b>	1,113,013	1,013,345
<b>DEFERRED TAXES</b>	-	6,910
<b>NOTES PAYABLE, NONCURRENT PORTION</b>	1,401,916	1,324,914
<b>Total liabilities</b>	2,514,929	2,345,169
<b>STOCKHOLDERS' EQUITY</b>		
Common stock - no par value, 1,447,500 shares authorized, issued and outstanding	-	-
Retained earnings	(673,289)	68,177
<b>Total stockholders' equity</b>	(673,289)	68,177
<b>Total liabilities and stockholders' equity</b>	\$ 1,841,640	\$ 2,413,346

See notes to financial statements.





SCHMIZZA INTERNATIONAL, INC. AND SUBSIDIARY  
 CONSOLIDATED STATEMENTS OF OPERATIONS AND RETAINED EARNINGS  
 Years Ended December 31, 2020 and 2019

	2020	2019
<b>REVENUES</b>		
Royalties	\$ 558,825	\$ 781,985
Franchise sales	20,000	10,400
Food and beverage sales, net	493,452	1,786,174
Advertising fund revenue	461,811	-
Other	1,379	917
<b>Total revenues</b>	<b>1,535,467</b>	<b>2,579,476</b>
<b>COST OF FOOD AND BEVERAGE SALES</b>	178,959	607,137
<b>GENERAL AND ADMINISTRATIVE EXPENSES</b>	1,051,531	2,054,813
<b>ADVERTISING FUND EXPENSES</b>	461,811	-
<b>Total expenses</b>	<b>1,692,301</b>	<b>2,661,950</b>
<b>LOSSES FROM OPERATIONS</b>	<b>(156,834)</b>	<b>(82,474)</b>
<b>FINANCIAL INCOME (EXPENSE)</b>		
Interest income	338	155
Interest expense	(88,710)	(91,451)
Goodwill impairment loss	(756,741)	-
Other	4,529	(10,306)
<b>Total financial expense</b>	<b>(840,584)</b>	<b>(101,602)</b>
<b>LOSS BEFORE INCOME TAX BENEFIT</b>	(997,418)	(184,076)
<b>CREDIT FOR INCOME TAXES</b>	<b>(255,952)</b>	<b>(43,965)</b>
<b>NET LOSS</b>	(741,466)	(140,111)
<b>RETAINED EARNINGS - BEGINNING</b>	<b>68,177</b>	<b>208,288</b>
<b>(ACCUMULATED DEFICIT) RETAINED EARNINGS - ENDING</b>	<b>\$ (673,289)</b>	<b>\$ 68,177</b>

See notes to financial statements.



SCHMIZZA INTERNATIONAL, INC. AND SUBSIDIARY  
 CONSOLIDATED STATEMENTS OF CASH FLOWS  
 Years Ended December 31, 2020 and 2019

	2020	2019
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (741,466)	\$ (140,111)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	27,879	199,873
Goodwill impairment loss	756,741	-
Loss on disposal of equipment	-	57,873
Deferred tax benefit	(256,952)	(45,465)
Changes in operating assets and liabilities		
Accounts receivable	(2,884)	6,687
Inventory	11,003	8,811
Prepaid expenses and other assets	7,340	(261)
Income taxes receivable	-	(500)
Accounts payable	(5,217)	(22,225)
Accrued compensation	4,230	(15,127)
Payable to advertising fund	(107,676)	(20,394)
Payable to Figaro's Italian Pizza, Inc.	159,058	46,127
<b>Net cash provided by operating activities</b>	<b>(147,944)</b>	<b>75,288</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of intangibles	(912)	(5,187)
Purchase of equipment	(5,285)	(12,494)
Lease deposits refunded	-	6,473
<b>Net cash (used in) investing activities</b>	<b>(6,197)</b>	<b>(11,208)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from notes payable	285,100	1,584,000
Principal paid on notes payable	(197,782)	(1,644,947)
<b>Net cash provided by (used in) financing activities</b>	<b>87,318</b>	<b>(60,947)</b>
Increase (decrease) in cash and cash equivalents	(66,823)	3,133
Cash and equivalents at beginning of year	266,812	263,679
Cash and equivalents at end of year	<b>\$ 199,989</b>	<b>\$ 266,812</b>
<b>SUPPLEMENTAL CASH FLOW DISCLOSURES</b>		
Taxes paid	\$ 1,000	\$ 2,000
Interest paid	76,275	91,410

See notes to financial statements.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
Years Ended December 31, 2020 and 2019

1. Business of Schmizza International, Inc. and summary of significant accounting policies

Nature of business

SCHMIZZA INTERNATIONAL, INC. (Schmizza) is in the business of selling franchises for stores using their methods of preparing and marketing a limited menu of pizzas, beverages and other food products and providing ongoing management support to the franchisees. Franchisees are identified by one of the following names: "SCHMIZZA", "PIZZA SCHMIZZA" "Schmizza Pub & Grub" "Bethany Public House" and "Schmizza Public House".

There were 23 Schmizza franchise stores in operation as of December 31, 2020 and 2019. Schmizza franchisees operate in 2 states as of December 31, 2020 and 2019.

The Company, through the wholly-owned subsidiary SCHMIZZA RESTAURANT GROUP, INC. (SRG), operated one Schmizza Pub and Grub (P&G restaurant). P&G restaurants generate revenues from the sale of food and beverages from its locations (P&G-Montgomery) in Oregon.

Prior to opening a location, franchisees pay for the use of the trademarks. Once operations commence, franchisees pay royalties and advertising fees based on net sales.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of SCHMIZZA INTERNATIONAL, INC. and SCHMIZZA RESTAURANT GROUP, INC. All intercompany accounts and transactions have been eliminated in consolidation.

Use of estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents

Cash and cash equivalents includes checking accounts and funds in tills. For purposes of the statement of cash flows, the Company considers all highly-liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company accounts for potential losses in accounts receivable utilizing the allowance method. In reviewing receivables, management considers their knowledge of customers, historical activity, and current economic conditions to establish an allowance for doubtful accounts. A trade account receivable is charged to the allowance when management determines the receivable is uncollectible.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

1. **Business of Schmizza International, Inc. and summary of significant accounting policies (continued)**

**Inventory**

Inventory is stated at the lower of cost (first-in, first-out method) or market. Inventory consists of food, beverage and restaurant supplies.

**Equipment**

Equipment and leasehold improvements are recorded at cost less accumulated depreciation. Depreciation is computed using accelerated and straight-line methods over estimated useful lives of 5 years.

**Intangibles**

Intangibles consist of a goodwill and trademarks. The trademarks are amortized using the straight-line method over their estimated useful lives. Intangible assets are periodically reviewed to determine whether adjustments to carrying values are needed.

**Impairment of Long-lived Assets**

The Company records impairment losses on long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets.

**CARES Act**

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law and includes changes to the Internal Revenue Code for refundable payroll tax credits, deferment of employer payments for social security tax, net operating loss carryback periods, alternative minimum tax credits, net interest deduction limitations, and depreciation of certain leasehold improvements. U.S. GAAP requires the effect of the CARES Act to be recognized in the period the law is enacted.

**Paycheck Protection Program Loans under CARES Act**

On April 30, 2020, the Company was informed by a bank that the U.S. Small Business Administration (SBA) approved the Company's request for a loan under the SBA's Paycheck Protection Program (PPP) as authorized under the CARES Act. The Company signed a promissory note of \$135,100 for a PPP loan and, in accordance with the CARES Act, the Company will use the PPP loan proceeds for eligible costs that should result in forgiveness of the PPP loan. The PPP loan bears interest at 1.0% and will mature on April 13, 2022. The balance is reported as a long-term note payable and it is anticipated to be forgiven during 2021.

**Food and beverage costs**

Food and beverage costs include inventory and freight costs and are reported net of vendor discounts and rebates.

**Advertising costs**

Advertising costs, except for costs associated with direct-response advertising, are charged to operations when the advertising first takes place. The costs of direct-response advertising are capitalized and amortized over the period during which future benefits are expected to be received. Advertising costs charged to operations amounted to \$16,210 and \$43,735 for the years ended December 31, 2020 and 2019, respectively.





## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

### 1. Business of Schmizza International, Inc. and summary of significant accounting policies (continued)

#### Income taxes

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss and tax credit carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

The Company recognizes the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The amount of unrecognized tax benefits is adjusted as appropriate for changes in facts and circumstances, such as significant amendments to existing tax law, new regulations or interpretations by the taxing authorities, new information obtained during a tax examination, or resolution of an examination. Management has evaluated tax positions taken and has determined that any uncertainty in those positions would not have a material effect on the consolidated financial statements.

#### Advertising Fund

Franchisees contribute a portion of their royalties to the Advertising Fund. These funds are restricted and to be used only for advertising and promotional activities that benefit the franchisees. In conjunction with the Company's implementation of ASC 606, discussed below, it has been determined that these activities are not performance obligations associated with the amounts received by the Advertising Fund. Accordingly, the Advertising Fund revenues and related expenses are presented at gross in the statement of income with any unspent funds reported as a liability on the balance sheet.

#### Subsequent events

Management has evaluated events subsequent to year end through March 11, 2021, which is the date that the consolidated financial statements were available to be issued, for possible disclosure in the consolidated financial statements.

#### Recently issued accounting pronouncements

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). The guidance in this ASU supersedes the leasing guidance in Topic 840, Leases. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The FASB has also issued several updates to ASU 2016-02. A modified retrospective transition approach is required. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The new standard provides a number of practical expedients. In June 2020, the FASB issued ASU 2020-05 which defers the effective date of ASU 2016-02 one year, making it effective for annual reporting periods beginning after December 15, 2021, and early adoption is permitted. Upon initial evaluation, the Company believes the key change upon adoption will be the balance sheet recognition. At



## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

### 1. Business of Schmizza International, Inc. and summary of significant accounting policies (continued)

adoption, the Company will recognize a right-to-use asset and corresponding lease liability on the balance sheet. The income statement recognition of lease expense appears similar to the Company's current methodology. The Company is in the process of implementing its transition and is assessing the impact of this new guidance on the Company's financial statements.

### 2. Change in accounting principal

The Financial Accounting Standards Board ("FASB") on May 28, 2014 issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (ASC 606), the provisions of which were to be applicable to the Company for the year ended December 31, 2018. Then in August 2015 FASB issued ASU 2015-14 deferring the implementation date of ASC 606 for a period of one year. On June 3, 2020 FASB issued ASU 2020-05 which further deferred the provisions of ASC 606 for franchisors until the year ended December 31, 2020. ASU 2021-02 was issued in January 2021 which modified the provisions of ASC 606 allowing private franchisors to elect a practical expedient that simplifies the application of ASC 606 and to make an accounting policy election to recognize the pre-opening services as a single performance obligation.

ASC 606 requires franchisors to determine if pre-opening activities contain any distinct performance obligations and allocate the initial franchise fees to those performance obligations using the stand-alone selling price for those performance obligations. The Company has adopted the provisions of ASC 606 for the year ended December 31, 2020 on a prospective basis and has elected to apply the practical expedient in ASU 2021-02. The practical expedient permits private franchisors to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within ASU 2021-02. Additionally, the Company has elected the accounting policy to recognize the pre-opening services as a single performance obligation which is satisfied upon the opening of the franchise.

The franchise agreements grant to the franchisee license to use the Company's intellectual property for as long as they operate the franchise. The franchisee can terminate the franchise agreement at any time by ceasing operation of the franchise. Accordingly, the Company has determined that the franchise license has no determinable economic life and that the Company's performance obligation under the franchise license is satisfied at the point in time when the franchise opens.

Amounts received by the Company for franchise licenses and pre-opening services are recognized as revenue when the franchise opens. Prior to recognition as revenue the amounts are deferred and reported as unearned franchise revenue on the balance sheet.

Under prior accounting guidance, the Company had excluded the restricted assets and liabilities of Advertising Fund in its balance sheet and had determined that it acted as an agent for accounting purposes with regard to franchisee contributions to the Advertising Fund. As a result, the Company previously excluded the activities of Advertising Fund in its statements of income and statements of cash flows. Upon the adoption of ASC 606, the Company determined that there are not performance obligations associated with the franchise advertising contributions received by Advertising Fund that are separate from royalty payment streams and as a result, these franchise contributions and the related expenses are presented gross in the Company's statement of income and consolidated statement of cash flows. While this change will materially impact the gross amount of reported franchise revenues and expenses, the impact will generally be an offsetting increase to both revenues and expenses such that the impact on income from operations and net income is not expected to be material.



**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**2. Change in accounting principal (continued)**

Management has evaluated the effect of adopting ASC 606 as modified by ASU 2021-02 on the financial statements and has determined that the implementation did not cause a material change to retained earnings as of the beginning of 2020.

SRG recognizes P&G restaurant sales when food and beverage items are sold. Schmizza P&G's restaurant sales are reported net of discounts, coupons, employee meals, and gift cards.

**3. Equipment**

	December 31,	
	2020	2019
Office equipment	\$ 126,249	\$ 121,395
Furniture and fixtures	8,546	8,546
Leasehold Improvements	19,508	19,076
Accumulated depreciation	<u>(131,383)</u>	<u>(109,521)</u>
Equipment, net	<u>\$ 22,920</u>	<u>\$ 39,496</u>

Depreciation expense for the years ended December 31, 2020 and 2019 amounted to \$21,862 and \$61,636, respectively.

**3. Intangibles**

	Life	December 31, 2020		
		Cost	Accumulated Amortization	Net Book Value
Goodwill	N/A	\$ 1,250,000	\$ -	\$ 1,250,000
Trademarks	5 - 10	<u>39,889</u>	<u>25,835</u>	<u>14,054</u>
		<u>\$ 1,289,889</u>	<u>\$ 25,835</u>	<u>\$ 1,264,054</u>

	Life	December 31, 2019		
		Cost	Accumulated Amortization	Net Book Value
Goodwill	N/A	\$ 2,006,741	\$ -	\$ 2,006,741
Trademarks	5 - 10	<u>38,977</u>	<u>22,103</u>	<u>16,874</u>
		<u>\$ 2,045,718</u>	<u>\$ 22,103</u>	<u>\$ 2,023,615</u>

During 2020, management determined the acquisition goodwill of \$2,006,741 was impaired based on management's projection of future cash flows from the stores purchased. The carrying amount is based on management's estimate of the fair value of the store should it be sold in the ordinary course of business.

Amortization expense related to trademarks was \$3,732 and \$3,482 for the years ended December 31, 2020 and 2019, respectively.



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. **Advertising fund**

Advertising fees are collected from franchisees for the purpose of developing advertising and promotional materials and programs. The following table contains information related to the advertising fund of Schmizza.

Assets and liabilities of the advertising fund are as follows:

	<u>December 31,</u>	
	<u>2020</u>	<u>2019</u>
<b>Assets</b>		
Cash	\$ 17,548	\$ 1,096
Receivables	12,361	15,164
Other assets	6,762	8,204
Due from Schmizza	-	<u>107,676</u>
<b>Total assets</b>	<u>36,671</u>	<u>132,140</u>
<b>Liabilities</b>		
Accounts payable and accrued liabilities	21,113	38,143
Due to Schmizza	<u>18,239</u>	<u>-</u>
<b>Total liabilities</b>	<u>39,352</u>	<u>38,143</u>
<b>Net assets</b>	<u>\$ (2,681)</u>	<u>\$ 93,997</u>

Activity in the advertising funds was as follows:

	<u>Years Ended December 31,</u>	
	<u>2020</u>	<u>2019</u>
<b>Additions</b>		
Advertising fees	\$ 295,310	\$ 460,060
Other	<u>69,823</u>	<u>49,463</u>
<b>Total additions</b>	<u>365,133</u>	<u>509,523</u>
<b>Deductions</b>		
Advertising	208,095	224,551
Marketing administration, supplies and equipment	<u>253,716</u>	<u>315,803</u>
<b>Total deductions</b>	<u>461,811</u>	<u>540,354</u>
Change in net assets	(96,678)	(30,831)
Net assets - beginning of year	<u>93,997</u>	<u>124,828</u>
<b>Net assets - end of year</b>	<u>\$ (2,681)</u>	<u>\$ 93,997</u>

In addition, new franchisees pay a specific amount for advertising for their store only, typically in its first sixty days of operations.





NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. **Related party transactions**

A number of the stockholders of the Company own another business entity, Figaro's Italian Pizza, Inc. (Figaro's). Figaro's provides accounting, secretarial, administrative and marketing services for the Company, and the Company pays Figaro's for the cost of these services. During 2020 and 2019 the Company paid \$327,318 and \$311,330 respectively for these services.

The advertising fund agreement has a provision in it that allows Schmizza's operations to borrow from the advertising fund if it has excess cash. If funds are borrowed, operations pays interest on the borrowing at the current prime interest rate. The borrowing is repaid to the advertising fund as funds are available; but is generally repaid within one year.

6. **Retirement plan**

After one year of service, full-time employees are eligible to participate in a 401(k) retirement plan. Participants may defer compensation into the plan up to Internal Revenue Service prescribed limits and the Company can make discretionary contributions. Discretionary contributions amounted to \$2,500 and \$5,100 during 2020 and 2019, respectively.

7. **Notes payable**

Notes payable at December 31, 2020 and 2019 is as follows:

	<u>December 31,</u>	
	<u>2020</u>	<u>2019</u>
Note payable to bank	\$ 1,339,943	\$ 1,537,725
Payroll protection program loan	135,100	-
Economic Injury Disaster Loan	150,000	-
Unamortized loan fees	<u>(12,762)</u>	<u>(15,048)</u>
	1,612,281	1,522,677
Less current portion	<u>(210,365)</u>	<u>(197,763)</u>
	<b><u>\$ 1,401,916</u></b>	<b><u>\$ 1,324,914</u></b>

In November 2014, the Company borrowed \$2,400,000 from a bank in connection with the purchase of all of the assets and operations of two Schmizza Pub & Grub (P&G) franchisee owned stores located in Oregon. The note was payable in monthly installments of \$25,500 including interest at 5%. In September 2019, the Company borrowed \$1,600,000 from a bank and paid the balance due on the previous bank debt. The new debt is payable in monthly installments of \$22,800 including interest at 5.18%. The total interest expense under these notes was \$75,394 and \$79,400 during 2020 and 2019 respectively. The debt is secured by all assets of the Company.

Future maturities of long-term debt are as follows:

2021	\$ 343,179
2022	220,605
2023	232,581
2024	245,072
2025	258,424
Thereafter	312,420



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

7. **Long-term debt (continued)**

On April 30, 2020, the Company was granted a loan from Willamette Valley Bank for \$135,100 at an interest rate of 1% pursuant to the Paycheck Protection Program under Division A, Title I of the CARES Act. The loan is a forgivable loan, however, the loan has not been forgiven as of December 31, 2020. The Loan Forgiveness Application was submitted during 2021, and the full loan amount is expected to be forgiven.

On June 11, 2020, the Company was granted an Economic Injury Disaster Loan from the U.S. Small Business Administration for \$150,000 payable in monthly installments of \$731 beginning June 2021, including interest at 3.75%.

8. **Operating leases**

Schmizza rents space for its restaurant operations under operating lease agreements with unrelated parties with monthly minimum rent expense ranging from \$5,900 to \$9,500. Rent expense under lease agreements was \$66,672 and \$158,668 for 2020 and 2019, respectively.

The future minimum lease payments as of December 31, 2020 are as follows:

2021 \$ 50,264

9. **Income taxes**

The income tax benefits for the years ended December 31, 2020 and 2019 is as follows:

	<u>Years Ended December 31,</u>	
	<u>2020</u>	<u>2019</u>
Current		
State and local	\$ 1,000	\$ 1,700
Deferred taxes on income (tax benefits)		
Federal	(205,880)	(36,340)
State	(51,072)	(9,125)
	<u>\$ (255,952)</u>	<u>\$ (43,765)</u>

Reconciliation between the provision (benefit) for taxes on income and the expected provision from applying federal statutory rates to income before taxes for the years ended December 31, 2020 and 2019 is as follows:

	<u>Years Ended December 31,</u>	
	<u>2020</u>	<u>2019</u>
Tax effect of:		
Net operating loss carryforward	\$ (261,464)	\$ (48,253)
Non-deductible expenses	4,982	5,640
Other	530	(1,152)
	<u>\$ (255,952)</u>	<u>\$ (43,765)</u>

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

### 9. Income taxes

Deferred income taxes as of December 31, 2020 and 2019 reflect the differences between carrying amounts of assets and liabilities for financial reporting purposes and amounts used for income tax reporting purposes. Deferred tax assets and (liabilities) resulting from these difference are as follows:

	<u>December 31,</u>	
	<u>2020</u>	<u>2019</u>
Depreciation of equipment	\$ (1,873)	\$ (5,867)
Amortization of intangibles	39,807	(117,552)
Net operating loss carryforward	208,495	115,361
Accrued PTO	2,452	-
Charitable contribution carryforwards	<u>1,161</u>	<u>1,148</u>
Total	<u>\$ 250,042</u>	<u>\$ (6,910)</u>

The Company expects that future income from operations will provide sufficient income to realize the benefit of the deferred tax assets.

The Company has unused net operating losses for income tax purposes in the amount of \$138,135 which expire in 2034 and \$657,667 with no expiration date.

### 10. Risks and uncertainties

The Company's cash funds are held at two financial institutions. Cash in depository accounts exceeded federally insured limits of \$250,000 at December 31, 2020 and 2019; however management believes that its credit risk with respect to these balances is minimal due to the financial strength of the financial institution.

January 30, 2020, the World Health Organization declared the COVID-19 outbreak a public health emergency of international concern, and declared it to be a pandemic on March 11, 2020. The disruption resulting from the COVID-19 pandemic is currently expected to be temporary, but there is considerable uncertainty around the duration and the Company expects this matter to negatively impact its operating results. However, the related financial impact and duration cannot be reasonably estimated at this time.

### 11. Subsequent event

In January 2021, the Company received a second Payroll Protection Program loan in the amount of \$189,140. It is anticipated that this loan will be forgiven in full during 2021.



**EXHIBIT B**

**TO**

**FRANCHISE DISCLOSURE DOCUMENT**

---

**FRANCHISE AGREEMENT**

---

## STANDARD FRANCHISE AGREEMENT



**Schmizza International, Inc.**  
1500 Liberty Street SE, Suite 160  
Salem, Oregon 97302  
(503) 371-9318

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. DEFINITIONS .....	4
2. APPOINTMENT AND FRANCHISE FEE .....	7
3. TERM AND RENEWAL.....	9
4. STORE AND LOCATION .....	10
5. EQUIPMENT, FIXTURES, FURNITURE AND SIGNS .....	14
6. TRAINING AND ASSISTANCE .....	15
7. PROPRIETARY MARKS.....	17
8. CONFIDENTIAL OPERATIONS MANUAL.....	18
9. CONFIDENTIAL INFORMATION .....	19
10. MODIFICATION OF THE SYSTEM.....	20
11. ADVERTISING.....	21
12. CONTINUING LICENSING FEES AND LATE CHARGES .....	27
13. ACCOUNTING AND RECORDS .....	28
14. STANDARDS OF QUALITY AND PERFORMANCE .....	30
15. OUR OPERATIONS ASSISTANCE AND STEP-IN RIGHTS.....	35
16. INSURANCE AND CASUALTY .....	38
17. COVENANTS.....	40
18. DEFAULT AND TERMINATION .....	43
19. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION .....	47
20. TRANSFERABILITY OF INTEREST.....	49
21. YOUR DEATH OR INCAPACITY .....	53
22. RIGHT OF FIRST PURCHASE AND RIGHT OF FIRST REFUSAL.....	54
23. INDEPENDENT CONTRACTOR: INDEMNITY.....	55
24. NOTICE AND MISCELLANEOUS .....	55

24.1. NON-WAIVER.....57

24.2. NOTICES.....57

24.3. ENFORCEMENT OR DEFENSE.....60

24.4. ENTIRE AGREEMENT .....60

24.5. SEVERABILITY AND CONSTRUCTION AND OTHER AGREEMENTS .....62

24.6. TIME IS OF THE ESSENSE.....63

24.7. APPLICABLE LAW .....65

24.8. NEGOTIATION AND MEDIATION .....

24.9. EXECUTION IN COUNTERPARTS AND OUR ACCEPTANCE .....67

24.10. ACKNOWLEDGEMENTS.....

**EXHIBITS**

- 1. FACT SHEET
- 2. MULTIPLE FRANCHISE PURCHASE ADDENDUM
- 3. SBA ADDENDUM



## FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. This Agreement is by and between **SCHMIZZA INTERNATIONAL, INC.**, an Oregon corporation having its principal place of business at 1500 Liberty Street S.E., Suite 160, Salem, Oregon, 97302 and our successors and assigns (“we, us”) and \_\_\_\_\_ (jointly and severally “you”).

### RECITALS:

Over a period of several years and as the result of the expenditure of time, skill, effort and capital, we have developed and own unique systems (the “System”).

The System relates to the establishment, development and operation of businesses for the retail sale of high quality and unique pizza, pasta, exotic drink, dip stick, sandwich, salad, and dessert products (and related merchandise) prepared in accordance with specified recipes and procedures (the “Menu Items”) using the Trade Secret Food Products as defined in this Agreement and utilizing the Trade Secret Process as defined in this Agreement and the names and marks “Schmizza” and: [check the applicable concept]

- \_\_\_ “Pizza Schmizza”
- \_\_\_ “Schmizza Public House”
- \_\_\_ “Schmizza Pub & Grub”

The distinguishing characteristics of the System include distinctive exterior and interior layouts, designs and color schemes; exclusively designed signage, decorations, furnishings and materials; special recipes, formulae, menus and food and beverage designations; the Trade Secret Process; the Trade Secret Food Products; our Confidential Operations Manuals; Local Store Marketing Manual; food and beverage storage, preparation and service procedures and techniques; operating procedures for sanitation and maintenance; and methods and techniques for inventory and cost controls, record keeping and reporting, personnel management, purchasing, sales promotion and advertising. We may change, improve and further develop the System.

We are the owner of the right, title and interest together with all the goodwill connected to the above-mentioned trade names, service marks and trademarks and associated logos and commercial symbols, and other trade names, service marks, and trademarks as are now designated (and in the future may be designated by us in writing) as part of the System (the “Mark(s)”). We continue to develop, use and control these Marks for our benefit and use and for the benefit and use of our franchisees in order to identify for the public the source of the Menu Items and other food products and services marketed through the System, and to represent the System’s high standards of Menu Items, other food and non-food products, operations, quality, appearance and service.

We grant to qualified persons franchises to own and operate Franchised Stores offering and selling Menu Items using the Trade Secret Food Products, other food products and services authorized and approved by us and utilizing our System and Marks. You desire to operate a Franchised Store under the System and using the Marks. You have applied for a franchise and we have approved your application in reliance upon all of the written representations you made.

We may delegate to independent agents or master franchisees performance of any of our duties, including training and inspections. Master franchisees are given specific assignments by us. To the extent a master franchisee has been assigned to a territory containing your Franchised Store, any and all data ever received by us from you, including franchise purchase applications, payment history, sales reporting, audit reports, performance evaluations, etc. will be shared with and made available on an ongoing basis to the master franchisee. Each master franchisee is required to keep all franchise and franchisee information and data confidential and to use it only for purposes related to the evaluation, service and support of franchisees.

The parties agree as follows:

## 1. DEFINITIONS

The terms and phrases specified below will have, for purposes of this Agreement, the following meanings:

1.2 “The Agreement” or “This Agreement” refers to this Franchise Agreement executed the first date written above for the operation of a single Franchised Store (as defined below).

1.3 “Confidential Operations Manual” and “Operations Manual”, means the materials in whatever form (including electronic) we provide to you that describe the guidelines, advice, and requirements regarding the operation of the Franchised Store, including user manuals and related instruction materials. It includes amendments, supplements, and new documents made and identified by us as part of the Operations Manual. Nothing in this Agreement may be construed as an incorporation of the terms of the Operations Manual or as making the Operations Manual part of this Agreement. The Operations Manual, in part, may consist of confidential:

- A. manual or manuals, and
- B. any Intranet or password protected portion of an Internet site, and
- C. any other embodiment of the Methods of Operation, including notices of new standards and techniques, including all media we identify as part of the Operations Manual, and
- D. any amendments, supplements, derivative works, and replacements, whether embodied in electronic or other media.

### 1.4

1.5 “Franchise Premises” means the location for your Franchised Store. If the Franchise Premises has not been determined when this Agreement is executed, you are responsible for selecting the site for the Franchised Store within the area designated in Exhibit 1. The Franchise Premises must be in the United States of America, legally available pursuant to state and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other franchisees) and in compliance with our franchise placement, market development and demographic criteria.

1.6 “Force Majeure” means the failure of any party to perform under this Agreement will be excused, if the failure to perform is caused by a Force Majeure provided the party so affected will give the other party immediate written notice of the cause of nonperformance, will use its best efforts to avoid or remove the cause, and will continue performance under this Agreement whenever

the cause is removed. "Force Majeure" includes, without limitation, any event caused by or resulting from conditions that are beyond the reasonable control of a party whose performance is affected and occurring without the party's fault or negligence. Examples of events of Force Majeure include, without limitation, an act of God; labor strike or other industrial disturbance; revolution; riot; civil commotion; acts of public enemies; catastrophe; failure of third party suppliers not under a party's control; transportation delay; war; insurrection; epidemic or pandemic; fire; hurricane; flood; earthquake or other natural disaster; adverse acts of any government; materials or labor shortage; failure of third party suppliers; social unrest or upheaval; economy/fiscal emergency or crisis; banking system delays or failure; abnormal inflation or deflation; delay or an act or failure to act of the other party; accidental, negligent, or purposeful act or failure to act by a party or by any third person that materially damages or diminishes the value of the Marks (e.g. Dickey's Toxic Tea); etc.

1.7 "Franchised Store" and "store" mean the entire enterprise that you are authorized to conduct under this Agreement.

1.8 "Franchised Store location" means the physical store premises at which you are authorized to conduct the Franchised Store.

1.9 "Gross Receipts" means and includes the total of all sales of food products, beverages and other merchandise and products to your customers, whether or not sold or performed at or from the Franchised Store, less any sales tax, use tax, or service taxes collected from the consumer and paid to the appropriate taxing authority and discounts and customer refunds. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "gross receipts."

1.10 "Marks" means those selected trademarks, service marks, trade names, logotypes, slogans and other commercial symbols we own or for which we have obtained the right to use and for which you are granted a license to use pursuant to this Agreement. The Marks include "Schmizza®," "Pizza Schmizza®," "Schmizza® Public House," and "Schmizza Pub & Grub®" and other trade names, designs, service marks and trademarks that are now designated (and in the future may be designated by us in writing) as part of the System.

We continue to develop, use and control the Marks for our benefit and use and for the benefit and use of our franchisees. The Marks identify for the public the source of the Menu Items and other food products and services marketed and represent the System's high standards of Menu Items, other food products, operations, quality and services.

1.11 "Menu Items" means an assortment of uniform and high-quality pizzas and other menu items which are prepared using the Trade Secret Food Products and the Trade Secret Process.

1.12 "Multi-Area Marketing Programs" means one or more mandatory or voluntary programs, such as multi-area customer, Internet, gift certificate, gift card, scrip, show, event, directory, affinity, vendor, and co-branding programs. These programs may require your cooperation (including refraining from certain channels of marketing and distribution), participation (including payment of commissions or fees), and adherence to maximum pricing to the extent permitted by law. All of these programs are our proprietary trade secrets.

1.13 "System" means business concepts, systems, formats, methods, procedures, designs, layouts, specifications, the use of the Marks, the Confidential Operations Manual, the Local Store Marketing Manual, copyrighted materials, trade secrets, recipes, Menu Items, the Trade

Secret Food Products, the Trade Secret Process, information, lists, materials, software, web pages, electronic communications, techniques, systems, Multi-Area Marketing Programs, training programs and seminars, in whatever form. We may change, improve or further develop the System.

1.14 "Trade Secret Food Products" means the proprietary pizza dough starter mix, calzone dough spice, pizza sauce spice mix ingredients and sub-sandwich ingredients we develop and own and includes any proprietary products that we may develop in the future.

1.15 "Trade Secret Process" means the secret process for preparing the Trade Secret Food Products and Menu Items, which process includes, without limitation, time, unique spices and recipes, dough mixing process, sandwich components, portion charts, holding, handling and cooking procedures.

1.16 "Trade Secrets" includes any information, manuals, contracts, customer data, supplier data, financial data, price lists, know-how, methods, techniques, processes, compilations, formulas, programs or patterns related to the operation of a Franchised Store and its products and services.

1.17 Unless otherwise specified in this Agreement, the term "you" includes, collectively and individually, all owners, managers, officers, directors, partners, principals and holders of a beneficial interest of five percent or more of you, and of any legal entity directly or indirectly controlling you. If you are an entity with more than one owner, the partnership agreement, shareholders agreement, limited liability operating agreement or other similar agreement for the entity ("Owners Agreement") must contain the following provisions which will supersede any contrary provisions in that agreement:

- A. Your owners ("Owners") agree to submit any dispute they cannot resolve relating to the operation and management of the Franchised Store to arbitration by our president or his designee. If the arbitration submission is accepted by our president, it must be held at our headquarters or at another location the Owners and the arbitrator agree. The decision of the arbitrator will be final and subject to enforcement by the courts of competent jurisdiction. If the submission to arbitration is not accepted by our president, the Owners must resolve their disputes in accordance with the other provisions of this Agreement.
3. B. The term "operations and management" includes, but is not limited to, questions relating to:
1. Allocations of management responsibilities between the Owners;
  2. Contributions to capital for purposes of business operations, repairs and remodeling;
  3. The reasonable salaries of the Owners;
  4. Marketing efforts;
  5. The termination of the employment of an Owner;
  6. Procedures for making and implementing management decisions;
  7. Whether on Owner has performed duties with respect to the operation or management of the Franchised Store.

- C. Unless the Owners and the arbitrator agree in writing otherwise, "operation and management" does not include questions relating to:
1. Allocations, computations or distributions of profit or loss;
  2. Accounting issues;
  3. Elections of officers of the entity;
  4. Investments of cash not necessary for the operation of the business;
  5. Determining whether an Owner is disabled or incompetent within the meaning of the Owners Agreement;
  6. The fair market value of the Owners' interests in the entity;
  7. Whether an event has occurred, which gives rise to a right to buy the interest of an Owner other than a right resulting from an Owner's default determined to exist under 2, above;
  8. Whether an Owner has met his obligations to purchase the interest of any current or former Owner;
  9. Matters relating to the winding up of the entity after a dissolution;
  10. Matters relating to the legal validity of the Owners Agreement.
4. D. The Owner's agreement must provide that the Owner or Owners who are to be responsible for on premises operation of the Franchised Store must own 50% or more of the capital interests in the entity and that the Owners of the entity must have voting rights proportionate to their interests in capital.
5. E. The Owners agree to notify us in writing of their intent to enter into, modify or amend any Owners Agreement. Notice must be given at least 10 business days before they enter into that agreement, modification or amendment. The purpose of this notice is to enable us to review it for compliance with this section.
6. F. Inclusion of these provisions in the Owner's Agreement will be a condition to our consent to the transfer of the Franchised Store to an entity.

## 2. APPOINTMENT AND FRANCHISE FEE

2.1 We grant to you the nonexclusive right to use the Marks and System that correlate with the type or types of Franchised Store indicated in the first paragraph of this Agreement, above, at the Franchised Store location; to promote and sell Menu Items and related services from the Franchised Store location using the Trade Secret Products and Trade Secret Process, and using the System. The Trade Secrets, Trade Secret Process and Trade Secret Products are licensed, not sold, to you.

The Franchised Store location is or will be described in Exhibit 1 once it is known. You will not relocate your store facility without our prior written approval. You covenant that you will use your best efforts to promote sales of Menu Items from your Franchised Store location.

You may only use the Marks that are associated with the operation of the type of Franchised Store indicated in the first paragraph of this Agreement, above.

2.2 The franchise will be only for a specific authorized location that you select and we approve. The location will be specified in Exhibit 1. If not determined when this Agreement is executed, you are responsible for selecting the site for the Franchised Store within the area designated in Exhibit 1 and in accordance with Section 4.1, below.

2.3 We have the right, in our sole discretion, to operate and to grant other franchises to operate at any location as we, in our sole and exclusive discretion, deem appropriate.

2.4 The site of the Franchised Store location is based on the physical location of the references used to describe the Franchised Store location on the date of this Agreement. If a street address is used to describe a Franchised Store location, the renumbering of the address will not serve to move the location. The physical location of any Franchised Store location will not be altered by a subsequent movement of the references originally used to describe the Franchised Store location.

For all calculations based upon a distance (for example, the boundaries of your Delivery Area), the measurement will be made in a straight line between the nearest points; if any portion of an object is within the prescribed distance from a point, the entire object is considered to be within that distance.

2.6 You may not deliver products produced at the Franchised Store or using the Marks except within the Franchised Store.

2.7 In consideration of the franchise granted, you will pay to us, the sum of **\$39,000** upon execution of this Agreement as an Initial Franchise Fee. You pay it in consideration of our sales expenses, administrative overhead, return on investment, and for our lost or deferred opportunity to sell franchises to others. This fee is non-refundable upon execution of this Agreement. It is paid as consideration for expenses we incur in furnishing assistance and services to you and for our lost or deferred opportunity to franchise others. In addition to the Initial Franchise fee, you will pay to us the **\$10,000** non-refundable Franchise Coordination Fee. You pay it in addition to, and at the same time as, all other costs and fees associated with the initiation of this Agreement and commencement of your Franchised Store.

2.8 You agree that because complete and detailed uniformity under the many varying conditions encountered by our franchisees may not be possible or practical, we specifically reserve the right and privilege, at our sole discretion and as we may deem in the best interests of all concerned in any specific instance, to vary standards for any of our franchisees based upon the peculiarities of the particular site or circumstance, density of population, business potential, population of trade area, existing business practices or any other condition that we deem to be of importance to the successful operation of the franchisee's business.

We may allow certain franchisees to depart from normal system standards and routines to experiment with or test new products, equipment, designs, and procedures. In no event will any variance or testing be deemed a waiver of any of our rights or an excuse for you not to perform any of your duties under this Agreement. We may require you at any time to commence full compliance with the Operations Manual and the System. We will not be required to disclose or grant any variance to you under any circumstances.

2.09 We may purchase or be purchased by, or merge with, competing businesses wherever located.

2.10 We may solicit, sell, establish, or service stores within or adjacent to schools and colleges; entertainment and sports complexes; convention centers; airports; hospitals; train and bus stations; military bases and government facilities; trade shows; in-office and in-plant food facilities; department stores; grocery stores; mobile units; retail chains; hotels; off-site sales accounts; and any other locations.

### 3. TERM AND RENEWAL

3.1 This Agreement will be effective and binding from the date of its execution for an initial term of [ten years] [\_\_\_\_\_ years] commencing on the date of this Agreement.

3.2 You will have the right to renew this franchise before the expiration of the initial term of the franchise for successive [ten-years [\_\_\_\_\_ year] terms, without being required to pay a renewal fee, providing all of the following conditions have been fulfilled:

A. You have substantially complied with all the provisions of this Agreement during its entire term. You must have fully complied with the then current agreement and system standards prior to any renewal.

B. You maintain possession of the Franchised Store location. Before the expiration date of this Agreement, you must bring the Franchised Store location into full compliance with the specifications and standards we then apply for new or renewing Franchised Store facilities. You must present evidence satisfactory to us that you have the right to remain in possession of the Franchised Store premises for the duration of any renewal term. If you are unable to maintain possession of the premises, or in our judgment the Franchised Store should be relocated, you must secure substitute premises we approve and you must furnish, stock and equip the premises to bring the Franchised Store at your substituted premises into full compliance with our then-current specifications and standards before the expiration date of this Agreement.

C. You have given notice of renewal to us as provided in this Agreement. If you fail to execute the then-current franchise agreement form prior to the renewal date, you will be charged a \$250 late fee for each month after the original expiration date, until you do execute the new renewal franchise agreement.

D. You have satisfied all monetary obligations owed by you to us and to our subsidiaries and affiliates and you have timely met these obligations throughout the term of this Agreement.

E. You execute upon each renewal our then-current form of Franchise Agreement (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise). The renewal agreement will supersede in all respects this Agreement (except as to remaining renewal terms) and its terms may differ from the terms of this Agreement, including, without limitation, a different percentage Continuing Licensing Fees and advertising contribution.

F. You have complied with our then-current qualification and training requirements.

G. You and we, prior to renewal, must execute a general release, in a form we prescribe.

3.3 If you desire to renew, you will give us written notice of your desire to renew at least nine months, but not more than 15 months, prior to the expiration of this Agreement. Within 60 days after our receipt of the timely notice, we will furnish you with written notice of: (1) reasons that could cause us not to accept the renewal notice including any deficiencies that require correction and a schedule for correction by you; and (2) our then-current requirements relating to the image, appearance, decoration, furnishing, equipping and stocking of Franchised Store facilities, and a schedule for effecting upgrading or modifications in order to bring the Franchised Store in compliance as a condition of renewal. Renewal will be conditioned upon your compliance with these requirements within 60 days and continued compliance with all the terms and conditions of this Agreement up to the date of termination of the initial term, or as we otherwise set forth in writing.

3.4 If you do not comply with our notice, we will give you written notice of our election not to renew the franchise at least three months prior to the expiration of this Agreement. The notice will specify the reasons for non-renewal and will otherwise comply with applicable state laws.

3.5 You have no automatic right to continue operation of the Franchised Store following expiration or termination of this Agreement. If you continue to operate the franchise with our express or implied consent, following the expiration or termination of this Agreement, the continuation will be a month-to-month extension of this Agreement. This Agreement will then be terminable by either party upon 30 days written notice. Otherwise, all provisions of this Agreement will apply while operations continue and your Continuing Licensing Fee will automatically increase to 7% of your gross receipts, with a weekly minimum of \$150, unless and until you and we have executed a renewal franchise agreement. Upon termination of this Agreement under this section, all post-termination covenants and obligations in this Agreement will apply.

#### 4. STORE AND LOCATION

4.1 You will operate the Franchised Store only at the location specified in this Agreement. You will be responsible for purchasing or leasing a suitable site for the Franchised Store. Prior to the acquisition by lease or purchase of any site for the premises of the Franchised Store, you will submit a description of the proposed site to us, together with a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the proposed site. We will provide you written notice of approval or disapproval of the proposed site within 15 business days after receiving your written proposal. The store site must be in the United States of America, legally available pursuant to state and federal franchise disclosure and registration laws and pursuant to our commitments to our franchisees, and in compliance with our franchise placement, market development and demographic criteria.

4.2 After receiving our written approval of the location of the Franchised Store as provided in this Agreement, you will, subject to our prior written approval of terms, execute a lease (if the premises are to be leased) or a binding agreement to purchase the site. Our approval of the lease will be conditioned upon inclusion in the lease of terms acceptable to us, and at our option, will contain provisions that we require, including:

- A. A provision reserving to us the right, at our election, to receive an assignment of the leasehold interest upon termination or expiration of this Agreement.
- B. A provision which expressly permits the lessor of the premises to provide us all sales and other information lessor may have related to the operation of the Franchised Store, as we may request.



- C. A provision which requires the lessor concurrently to provide us with a copy of any written notice of deficiency under the lease sent to you and which grants to us, in our sole discretion, the right (but not obligation) to cure any deficiency under the lease, if you fail to do so within 15 business days after the expiration of the period in which you had to cure the default.
- D. A provision which evidences your right to display the Marks in accordance with the specifications required by the Confidential Operations Manual, subject only to the provisions of applicable law.
- E. A provision that the premises be used for the operation of a Schmizza facility.
- F. A provision that prohibits the establishment within the shopping center of any retail entity 25% or more of whose business will be derived from the sale of pizza.
- G. A provision containing an express right of de-identification in the following form:

Upon termination or non-renewal of this Lease, Lessee/Tenant may de-identify the leased premises. If Lessee/Tenant fails to do so, Schmizza International, Inc. is given the express right to de-identify. De-identification consists of removal of all signs; modification or remodeling of all identifying architectural features; repainting as necessary to no longer use the color scheme used by Schmizza International, Inc. in conjunction with Schmizza franchises; and any other steps necessary (in the sole discretion of Schmizza International, Inc. to effectively distinguish the formerly leased premises from Schmizza International, Inc.'s proprietary design(s) that relate to Schmizza franchises. All de-identification will be done at the expense of Franchisee/Lessee/Tenant or Lessor.
- H. A provision containing an express statement that any default by you under the lease will be considered a default by you under this Agreement and any default by you under this Agreement will be considered a default by you under the lease.

If we cure any breach by you under the lease or sublease, the total amount of all costs and payments we incur in effecting the cure will be immediately due and owing by you to us.

If you own the premises used for the operation of the Franchise, you will not mortgage, pledge, or otherwise assign as security the premises during the term of this Agreement without our prior written approval. Approval will not be withheld unreasonably. Upon termination or expiration of this Agreement, you will give us a reasonable and good faith opportunity to lease the premises and to continue business operations there. The fair value of and fair terms for the lease and for all related equipment, fixtures, signs, equipment leases and personal property will be determined in Salem, Oregon by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the lease and fair terms for the

transaction. The decision of the majority of the appraisers will be conclusive. Any time within 30 days after receiving the appraisers' decision, at our option we may enter into the lease at the price and upon the terms determined by the appraisers.

4.3 It will be your responsibility to undertake site selection activities and otherwise secure the premises for your Franchised Store. We agree to use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in the designation of the franchise location, which we must approve. We may, in our sole discretion, determine that on-site inspection is appropriate under the circumstances prior to granting approval of a site location. If we so determine, we will perform the on-site inspection at no additional cost to you for up to one site as part of the Franchise Coordination Fee. If you desire to have additional sites inspected for your first store (and for all sites inspected for your second and any additional stores), or if we do not determine that an on-site inspection is warranted, you will be responsible for paying the actual out of pocket costs incurred by us to perform any on-site inspection.

Nothing contained in this Agreement will be interpreted as a guarantee of success for any location nor will any site recommendation or approval made by us, or the outside consultant retained by us, be deemed a representation that any particular site is available or legally appropriate for use as a Franchised Store facility. It is your responsibility to investigate all applicable zoning, licensing, leasing and other requirements for any proposed site. You must ensure that the site you select complies with these requirements. We will not be liable for any consequences of your choice of any franchise site.

4.4 If the Agreement represents your first Franchised Store and if no acceptable site for your Franchised Store is found and approved by the parties and opened for business within 18 months from the date of this Agreement, or if you fail to commence operations within 18 months for any other reason, then, upon 30 day's prior written notice from us and opportunity for you to cure, we may terminate this Agreement and we will return to you payments received by us for this Agreement less \$39,000. Any failure to commence operation caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that we deem reasonable under the circumstances.

If this Agreement represents an additional Franchised Store, then the time to locate and approve and open for business an acceptable site will be 18 months from the date of this Agreement. If no acceptable site is found and approved by the parties for the additional site within this time period, or if your first Franchised Store has not opened within the time frames required by your franchise agreement for your first franchise, this Agreement will terminate without notice by either party to the other as of the expiration of the relevant time period. No portion of any payment paid by you to us for this Agreement will be refundable or returned to you. Upon termination pursuant to this Section 4.4, each party will be fully and forever released from any claims or causes of action the other party may have under or pursuant to this Agreement and any right, title or interest in this Agreement, the Marks or the System will automatically revert to us. Any failure to commence operation caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that we deem reasonable under the circumstances.

4.5 You agree that promptly after obtaining possession of the site for the Franchised Store you will:

- A. cause to be prepared and submit for our approval a site survey and any modifications to our basic generic architectural plans and specifications for your

Franchised Store (including requirements for dimensions, exterior design, materials, interior design and layout, equipment, fixtures, furniture, signs and decorating). You may modify our basic plans and specifications only to the extent required to comply with all applicable ordinances, building codes and permit requirements and only with prior notification to us and our written approval.

- B. obtain all required zoning changes; all required building, utility, health, sanitation, and sign permits and licenses and any other required permits and licenses.
- C. purchase or lease equipment, fixtures, furniture and signs as provided in this Agreement.
- D. complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Franchised Store in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes and permit requirements.
- E. obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services.
- F. otherwise, complete development of and have the Franchised Store ready to open and commence the conduct of your business in accordance with the provisions of this Agreement, including those related to standards of quality and performance.

4.6 You will not relocate your Franchised Store without our prior written approval. Any relocation will be at your sole expense. This Agreement will govern your operations at any replacement Franchised Store location. If we consent to the relocation, we will notify you of the date by which you must open the replacement Franchised Store location. In any event, you must open the replacement Franchised Store location for business within 12 months after closure of the existing Franchised Store. Any failure to commence operation of the replacement Franchised Store caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that is deemed reasonable by us under the circumstances.

You may decide to relocate the Franchised Store location if:

- The lease for the site of the Franchised Store expires or terminates and cannot be renewed during the term of this Agreement;
- The site is destroyed, condemned or otherwise rendered unusable;
- In your and our judgment there is a change in character of the location of the Franchise Store sufficiently detrimental to your business potential to warrant its relocation; or
- You reasonably decide to relocate the Franchised Store location for cause.

If so, you may relocate the Franchised Store to another site within the Franchise Territory, if:

- A You are not in breach of this Agreement;
- B. Your lease was not ended by the lessor because of your breach of the lease agreement;

- C. You evidence to our satisfaction your ability to obtain and commence operations at the new location within a time we deem reasonable after you vacate the original location;
- D. You develop, construct, remodel, furnish, decorate and equip, at your sole expense, the new location according to our then current specifications and standards;
- E. You pay all reasonable out-of-pocket expenses we incur because of the relocation. The term "Franchised Store" will include the relocated business site; and
- F. You satisfy our then current franchise placement and demographics criteria, as expressed in the Operations Manual.

4.7 We retain all rights not specifically granted to you under this Agreement. Except as otherwise provided in this Agreement, we retain the right, in our sole discretion and without granting any right to you:

- A. To use or license the use of the Marks or any other trademarks, service marks, logos or commercial symbols in connection with the sale of any services or products other than those directly contemplated being used, offered, or sold by you under this Agreement.
- B. To establish, operate and grant to others the right to operate any business, including competitive businesses, anywhere on the terms and conditions that we deem appropriate.
- C. To sell products or services anywhere through any channels of distribution, including Internet, wholesale and mail order channels. The Internet is a channel of distribution reserved exclusively to us, and you may not independently market on the Internet or conduct e-commerce except as otherwise allowed by us in the Operations Manual.
- D. To establish multi-area marketing plans.

We and our parents, affiliates, predecessors and subsidiaries may establish, operate, own or franchise any business, including competitive businesses, anywhere, using marks different than the "Marks" as defined in this Agreement. This includes outlets operated or franchised by our affiliate company, Figaro's Italian Pizza, Inc., using the Figaro's or Nick-N-Willis's marks.

4.8 There are no limits on the area in which you or we may solicit, accept orders or sell goods or services, except as limited by any multi-area programs we establish (as defined in this Agreement); our reservations of rights in the preceding subsection; or as otherwise limited by this Agreement.

## 5. EQUIPMENT, FIXTURES, FURNITURE AND SIGNS

5.1 We will provide you with specifications for brands and types of food and beverage preparation, identities of certain suppliers and service providers, approved products, recipes for certain menu items, cash registers, computer, equipment, fixtures, small wares, furniture, counters,

freezers, signs, stationery, supplies, Multi-Area Marketing Programs, and certain other items and services. Our specifications may include minimum standards for performance, warranties, design and appearance and local zoning, sign and other restrictions. Except as otherwise provided in this paragraph and this Agreement, you may purchase or lease original and replacement equipment, fixtures, furniture, signs and decorating materials and services meeting our specifications from any source. However, all equipment that you purchase (except for items identified in the Operations Manual approved to be acquired used) must be newly manufactured, and not previously used or reconditioned. If you propose to purchase or lease any item of equipment or furniture or any fixture, sign or decorating materials not approved by us as meeting our specifications, you will first notify us. We then may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether the item of equipment or furniture or fixture, sign or decorating material meets our specifications. We will advise you in writing within a reasonable time whether the item of equipment or furniture or the fixture, sign or decorating material meets our specifications and may be used by you. You are required to purchase your initial interior and exterior signage from vendors we specify. Notwithstanding anything in this paragraph or this Agreement to the contrary, we reserve the right to designate exclusive suppliers (including third parties, us or our affiliates) for any products or services to ensure quality and uniformity of products, services, production, shipping and storage for the benefit of the franchise system.

5.2 You will comply with all specifications for brand and type of equipment used in the Franchised Store as provided in the provisions of this Agreement related to standards of quality and of performance.

5.3 Upon execution of this Agreement, if it represents your first Standard Schmizza franchise unit purchase, you have paid to us \$10,000 for the assistance (the "Franchise Coordination Fee") which was paid in addition to your Initial Franchise Fee. The Franchise Coordination Fee is not refundable under any circumstances. We will assist you in obtaining a complete equipment package. For any stores other than the first franchise unit you open, your purchase of our franchise coordination assistance is at your discretion. If you elect to obtain this assistance, you will pay the then effective fee to us prior to receiving our services. We will derive income from the Franchise Coordination Fee.

5.4 We will furnish to you standard construction plans and a schedule of interior finishes and equipment packages for the Franchised Store. Final construction and site plans must be prepared by an architect we approve. All costs for site-specific plans will be your responsibility. Site plans, and any modifications to them, must be approved in writing by us prior to construction. All approvals will be solely within our discretion to maintain a uniform image and decor, consistent with Franchised Store system concepts.

5.5 You will comply within a time we deem reasonable with any requirement we impose to modify the layout, furnishings, fixtures, equipment, decorations, and décor of the Franchised Store. In any calendar year, the modifications will not result in direct out-of-pocket costs to you of more than \$20,000, with a total maximum cap of not more than \$35,000 over the term of this Agreement.

## 6. TRAINING AND ASSISTANCE

6.1 For your first Franchised Store, we (or the relevant master franchisee and its staff) will make training available to you and to your designated manager. You and your designated manager are required to attend and successfully complete the training to our satisfaction. This must be done before you open your franchise for business. The training course is four six-day weeks in

duration and is conducted at a place that we will designate. The training program will cover material aspects of the operation of a Franchised Store, including financial controls, general bookkeeping procedures, food preparation, service and operational techniques, familiarization with recipes, marketing and advertising techniques, sanitation and maintenance procedures, deployment of labor, and maintenance of quality standards. If your designated manager ceases for any reason to be employed by you, you will appoint a new manager. We may require your new manager to attend and successfully complete the training course, at our then-published rates. All expenses incurred by you and your employees in attending any training, including without limitation, travel, room and board expense, will be your sole responsibility.

6.2 For a minimum of nine days but no more than fourteen days during the first one to two months of operation of your first Franchised Store (provided that store was not acquired by transfer), we will furnish to you, at your premises and at our expense, one of our representatives (which for all purposes under this Agreement may be one of our master franchisees) for the purpose of facilitating the opening of that Franchised Store. During this period, our representative also will assist you in establishing and standardizing procedures and techniques essential to the operation of your Franchised Store and will assist in training personnel. If you request additional assistance from us in order to facilitate the opening of the Franchised Store during the first month, and if we deem it necessary and appropriate to comply with the request and can reasonably allocate the necessary staff, you will reimburse us for the expense of us providing such additional assistance.

6.3 If we require, you must pass aptitude, qualification and food safety tests to our exclusive satisfaction. You must take these tests when we specify. If we determine in our sole discretion that you are unable to satisfactorily complete and pass the mandatory training program, any aptitude or other qualification testing we require, or are unqualified for any other reason, we will have the right to require you to attend the training school for a second time or to terminate this Agreement. You will pay to us \$1,500 for attending the training school for a second time, and you will pay the cost of travel and living expenses for the persons attending the training. If you attend the second training and are unable satisfactorily to complete the program or remain unqualified, we will have the right to terminate this Agreement. If we terminate this Agreement pursuant to this paragraph, we will return to you the franchise fees you paid to us less \$15,000 to help cover the expenses incurred by us and our lost opportunity costs. Upon return of this amount, we will be fully and forever released from any claims or causes of action you may have under or pursuant to this Agreement and you will have no further right, title or interest in this Agreement, the Marks or the System.

6.4 For all of your Franchised Stores (including the first and all subsequent stores), each of your employees will complete a training program as prescribed in the Confidential Operations Manual. All such training programs will be conducted under the direction of you or your designated manager.

For your second franchised store, any additional stores, and transfers to a buyer who is a fully trained Schmizza manager/owner:

- A. We will determine the extent to which, if any, on-site training and/or store opening support will be required. If we determine that such training is required, we or one of our master franchisees, or a qualified franchisee will provide the training at your expense, at your location, at our rates then published in the Operations Manual.

- B. If we determine that attendance at our training school outlined in Section 6.1, above, is required for one or more individuals, this training will be completed to our satisfaction at a location we designate. You will pay us at our rates then published in the Operations Manual (currently \$1,500) for attending training school and will pay the cost of travel and living expenses for the persons attending the training.

6.5 We may provide and may require that you and your managers and employees attend and successfully complete refresher training programs or seminars. These may be conducted at a location that we designate, and at your expense, at our then-published rates. However, attendance will not be required at more than one such program in any calendar year and will not exceed four days in duration for each program.

6.6 We may designate qualified franchisees or master franchisees to conduct some or all of your training.

6.7 In addition to the above training, we or the relevant master franchisee may deem it appropriate or necessary to provide additional training and supervision to you and your managers and employees at your Franchise Store location. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and processes that may be added to the Operations Manual in the future.

## 7. PROPRIETARY MARKS

7.1 You acknowledge that we are the owner of all right, title and interest together with all the goodwill of the Marks. Your right to use the Marks is derived solely from this Agreement. Your rights are limited to the conduct of business by you pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures we prescribe. Any unauthorized use of the Marks by you is a breach of this Agreement and an infringement of our rights in and to the Marks. You agree that all usage of the Marks by you and any goodwill established by your use of the Marks will inure to our exclusive benefit. This Agreement does not confer to you any goodwill or other interests in the Marks. You will never contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of the Marks. All provisions of this Agreement applicable to the Marks apply to any and all additional trademarks, service marks, and commercial symbols that we authorize for use by you and that we license to you after the date of this Agreement.

7.2 You will not use any Marks or parts of any Marks as part of any legal entity or business name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. You may not use any Marks in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by us. You agree to give notices of trademark and service mark registrations as we specify. You will obtain fictitious or assumed name registrations that may be required under applicable law. You will not use any of the Marks in any manner that we have not specified or approved. You will not use the Marks as part of any electronic mail address or in any electronic mail message except in accordance with the Operations manual and only for purposes of the franchise.

7.3 You will promptly notify us of any claim, demand, or cause of action based upon or arising from any attempt by any other person, firm or legal entity to use the Marks or any colorable imitation of the Marks. You also agree to notify us of any action, claim or demand against you

relating to the Marks or the System. We will have the sole right and duty to defend any such action. We will have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks and will exercise that right in our sole discretion. In any defense or prosecution of any litigation relating to the Marks or components of the System undertaken by us, you will cooperate with us and execute any and all documents and take all actions as may be desirable or necessary in the opinion of our counsel, to carry out such defense or prosecution. Both parties will make every effort consistent with the foregoing to protect, maintain, and promote the Marks, and their distinguishing characteristics (and the other service marks, trademarks, slogans, etc., associated with the System) as standing for the System and only the System. We make no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Marks.

7.4 If it becomes advisable at any time, in our sole discretion, for us to modify or discontinue use of any Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, you agree to comply with our directions within a reasonable time after we give notice to you. We will have no liability or obligation whatsoever to you with respect to the requirement that you modify or discontinue any Marks.

7.5 In order to preserve the validity and integrity of the Marks and copyrighted material, and to assure that you are properly employing them in the operation of your Franchised Store, we or our agents will have the right of entry and inspection of your premises and operating procedures at all reasonable times, as further outlined in Sections 14 and 15, below. We will have the right to observe the manner in which you are rendering your services and conducting your operations, to confer with your employees and customers, and to select Menu Items, ingredients, food and non-food products, beverages, and other items, products, materials and supplies for test of content and evaluation purposes to make certain that the Menu Items, ingredients, food and non-food products, services, materials, equipment and operations are satisfactory and meet our quality control provisions and performance standards.

You will not establish a presence on the Internet or on any other electronic, national or international medium using any domain name or address containing the word "SCHMIZZA" or any similar word or mark. We retain the sole right to advertise on the Internet and create a Web site using the words "SCHMIZZA" in the domain name. We are the owner of all rights to domain names and directory addresses as we designate or use. "Internet" means any of one or more local or global interactive communications media, that is now available, or that may become available, and includes web sites and domain names. Unless the context otherwise indicates, Internet includes methods of accessing limited access electronic networks, such as Intranets, Extranets, and WANs.)

## 8. CONFIDENTIAL OPERATIONS MANUAL

8.1 We will loan to you during the term of the Franchise Agreement one copy of the Confidential Operations Manual related to your Franchised Store. It contains reasonable, mandatory and suggested specifications, standards, operating procedures and rules we prescribe for your store and information relative to your other obligations and the operation of your Franchised Store. The Marketing Manual is incorporated into the Operations Manual. Among other things, the Operations Manual may contain information, requirements and standards related to:

- Planning and consulting
- Site selection assistance
- Permitting and zoning assistance



- Hiring and employee management training and assistance
- Facility design assistance
- Tenant build-out assistance
- Furnishing and fixture design and standards
- Equipment standards and assistance
- Computer programs for point of sale, marketing, accounting, scheduling and reporting
- Inventory management assistance and training
- Written operations standards and assistance
- Initial and ongoing operational training
- Management and employee training
- Marketing and advertising
- Standards, ongoing training and ongoing support
- Insurance guidance and standards

The Operations Manual includes materials in whatever form (including electronic) we provide to you that describe the guidelines, advice, and requirements regarding the operation of your franchise, including user manuals and related instruction materials. It includes amendments, supplements, and new documents made and identified by us as part of the Operations Manual. The Operations Manual may be delivered to you by hard paper copy, computer diskette, CD-ROM, via an intranet or other downloading mechanism to your computer or via another medium chosen at our discretion.

The Confidential Operations Manual contains our proprietary information. You will keep it confidential both during the term of this Agreement and after its expiration or termination. We will have the right to add to and otherwise modify the Confidential Operations Manual to reflect changes in the specifications, standards, operating procedures and rules we prescribe for your store, provided that no addition or modification will alter your fundamental status and rights under this Agreement. If you lose or misplace the Confidential Operations Manual, we will replace the Confidential Operations Manual and charge you a \$500 fee for this replacement.

8.2 The Confidential Operations Manual will at all times remain our sole property and will promptly be returned upon the expiration or other termination of this Agreement.

8.3 You will at all times ensure that your copy of the Confidential Operations Manual be available and maintained at the premises of the Franchised Store in a current and up-to-date manner with the amendments and updates that we provide to you. In the event of any dispute as to the contents of the Confidential Operations Manual, the terms of the master copy of the Confidential Operations Manual we maintain at our home office will be controlling.

## 9. CONFIDENTIAL INFORMATION

9.1 You acknowledge that your entire knowledge of the operation of the Franchised Store, including without limitation the System, Multi-Area Marketing Programs, Menu Items, Trade Secret Food Products, and other food products and other specifications, the Trade Secret Process, product formulae, standards and store operating procedures of a Franchised Store, are derived from information we disclose to you. You agree that such information is proprietary, confidential and our trade secret. These have substantial value and provide a competitive advantage to you. You agree that you will maintain the absolute confidentiality of all such information during and after the term of the franchise and that you will not use any such information in any other business or in any manner not specifically authorized or approved in writing by us. You will not reverse engineer,

decompile or disassemble any items embodying the Trade Secrets, Trade Secret Process or Trade Secret Products.

9.2 You will divulge confidential information only to your employees that must have access to it in order to operate the Franchised Store. Any and all information, knowledge and know-how, including, without limitation, the Trade Secret Process, drawings, materials, equipment, techniques, store systems, product formulae, recipes and other data, which we designate as confidential will be deemed confidential for purposes of this Agreement. This will not apply to information that you can demonstrate came to your attention prior to disclosure by us; or which, at the time of disclosure by us to you, had become a part of the public domain, through publication or communication by others; or which, after disclosure to you by us, becomes a part of the public domain, through publication or communication by others.

9.3 Due to the special and unique nature of the confidential information, Marks, and Confidential Operations Manual, you agree and acknowledge that we will be entitled to immediate equitable remedies, including but not limited to, restraining orders and injunctive relief in order to safeguard our proprietary, confidential, unique, and special information and that money damages alone would be an insufficient remedy with which to compensate us for any breach of the terms of this Agreement related to the Marks, Confidential Operations Manual and our confidential information. Furthermore, you agree that all of your employees having access to our confidential and proprietary information agreements or our other proprietary information will be required to execute secrecy agreements containing confidential information provisions in the form acceptable to us.

9.4 The Operations Manual may contain guidelines to protect confidential information and Trade Secrets, including limited access to the information on a need-to-know basis, locking of offices and computer files, placement of appropriate legends on materials, limited access for copying and scanning, pass-word protection, and encryption. You will conduct periodic meetings with your managers and employees to instruct them on their responsibilities to maintain the confidentiality of our information, including severance interviews with terminated employees in which they acknowledge in writing their post-employment confidentiality obligations.

9.5 Upon expiration or termination of this Agreement, you will immediately return to us all of our confidential information and Trade Secrets you have received, including any items that embody the confidential information and Trade Secrets. You acknowledge that you have no continuing ownership interest in the confidential information and Trade Secrets.

9.6 You and we stipulate that, in light of all of the facts and circumstances of the relationship between you and us, the covenants, restrictions and agreements referred to in this Section entitled "Confidential Information" (including without limitation their scope, duration and geographic extent) are fair and reasonably necessary for the protection of our confidential information, goodwill and other protectable interests. If a court of competent jurisdiction should decline to enforce any of those covenants and agreements, you and we request the court to reform these provisions to restrict your use of confidential information, non-solicitation, ability to compete with us, and any other covered topics to the maximum extent, in time, scope of activities, and geography, the court finds enforceable under applicable law.

9.7 You will assure that all communications and media connections with us and with your customers and access to financial information (especially bank account and credit card information) are at all times kept secure. This includes wireless, cable, internet, broadband or other communications and media connections. Your security measures must be in compliance

with all legal requirements and, particularly, with all security requirements of the relevant banks and issuing credit card companies.

## 10. MODIFICATION OF THE SYSTEM

You agree that we may change or modify the System at any time. This may include the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, recipe changes, new menu items, new products, new equipment, new store designs or layouts or new techniques. You will use all of these changes in the System, as if they were part of this Agreement at the time of execution. You will make any expenditure made necessary by the changes or modifications in the System that we reasonably require. We will allow adequate replacement time for all major changes regarding the marks and signage for the System. You will not change, modify or alter in any way the System, without our written consent. Any such changes or proposed changes to the System will become our property.

## 11. ADVERTISING

Recognizing the value of advertising and the importance of the standardization of advertising and promotion to the furtherance of the goodwill and the public image of Schmizza stores, you agree as follows:

11.1 Before you use any promotional and advertising materials, you will submit them to us or our designated agency, for our prior approval. This includes all information not previously approved by us pertaining to promotional materials and advertising you initiate, including, but not limited to, newspapers, radio and television advertising, specialty and novelty items, signs, boxes, napkins, bags and wrapping papers. In the event written disapproval of any such advertising and promotional material has not been given by us to you within 20 days from the date such information has been received by us, such materials will be deemed approved.

You will advertise your franchise in a dignified manner to enhance our System's reputation for quality and integrity. At any time and from time to time, we may require you to submit to us advertising copy, promotional materials, public relations programs and press releases you use in your local advertising programs. If, after review of any material, we, in good faith, believe that it is not in keeping with our reputation of quality and integrity, or degrades or debases the good will or reputation of the System, we will promptly notify you. You will immediately cease using any such material. This includes all advertising and promotional material previously approved by us pursuant to the preceding paragraph.

Your failure to conform to our provisions or requirements and subsequent non-action by us to require you to cure or remedy any such failure and default will not be deemed a waiver of future or additional failures and defaults by you under this provision and/or any other provision of this Agreement. The submission of advertising information as required to us for approval will not affect your right to determine the prices at which you sell franchise products and/or services.

11.2 You will pay a Branding Fee of three percent of your gross receipts, as defined in this Agreement. Each week that you are current on all financial reports and franchise fee payments and all other payments owed to us, you may take a 1% discount on your Branding Fee. A 1% increase in your Branding Fee, from 3% to 4%, will automatically be triggered by your failure to spend the minimum Local Advertising requirement or to report Local Advertising Contributions on two consecutive occasions, as described below.

We use the Branding Fee and its proceeds to maintain the integrity of, further develop, and to grow the Schmizza system and brand awareness and loyalty to the Schmizza brands.

Your required Branding Fee payments will be made at the same time and in the same manner as, and in addition to, the Continuing Licensing Fees provided in this Agreement. Such payments will be made in addition to and exclusive of any sums that you may be required to spend on local advertising and promotion. This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual. The Branding Fee will be administered by us or our designee, as follows:

A. We will oversee all advertising programs with sole discretion over the creative concepts, materials and media used in such programs and their placement and allocation. You agree that the Branding Fee is intended to maximize general public recognition and acceptance of the Marks for the benefit of the System and that we and our designee make no representation and undertake no obligation in administering the Branding Fee to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising funds.

B. We will, for each of our company-owned and affiliate-owned Schmizza stores offering products and services similar to the Franchised Store, pay the Branding Fee equivalent to the contributions required of franchisees within the System.

C. The Branding Fee may, in part, be used to meet any and all costs of maintaining, administering (including accounting, collections, legal, occupancy and related costs), directing and preparing advertising including, without limitation, consumer and media research, and the cost of preparing and conducting print, television, radio, Internet, magazine and newspaper and other media, advertising campaigns and other public relations activities; employing advertising agencies to assist with; and providing promotional brochures and other marketing materials, services and guidance to franchisees in our franchise system. Our internal artwork, advertising, promotion and newsletter production costs and associated administrative costs are paid from the Branding Fee. We will deposit all sums in our general accounts to defray our operating expenses, reasonable administrative costs, and overhead we may incur in activities related to the administration or direction advertising programs including, without limitation, conducting market research, preparing marketing and advertising materials, and collecting and accounting.

D. We will have the sole right to enforce your obligations and the obligations of all our other franchisees that pay the Branding Fee. Neither you nor any other of our franchisees who are obligated to pay the Branding Fee will be deemed a third-party beneficiary with respect to the Branding Fee or have any right to enforce any obligation to pay the Branding Fee.

E. We may use portions of the Branding Fee for co-op advertising programs. The terms and conditions required for participation in any co-op advertising program will be specified in the Operations Manual.

11.3 You will spend each calendar month on local advertising and promotion an amount equal to three percent of your gross receipts for the preceding calendar month. At our direction upon 30 days prior written notice, we can increase this amount to four percent of your Gross Receipts for the prior calendar month. You will make these expenditures directly, subject to our approval and direction or the direction of our designated advertising agency. On or before the 15th day of each month, or, at our sole discretion, less frequently, you will furnish to us, in a manner approved by us, an accurate accounting of the previous months' expenditures on local advertising

and promotion, as well as tear sheets, invoices and other supporting documents as may be specified by us.

Out of this amount, we may require that at least, 0.125% of Gross Receipts be sent to us as a contribution to H.E.L.P. the charity or other charitable causes. This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual.

If on two consecutive occasions you fail to timely submit an accounting to us or if the accounting you submit to us shows that your spending was below the minimum required, then the amount of your Branding Fee payment will immediately and automatically increase from three percent to four percent. If you, at some time thereafter, submit all delinquent accounting(s) to us and make up all spending shortfalls, and subsequently petition to have the Branding Fee restored to the original three percent, it will be restored so long as:

- a) all other reports and payments you are required to make under this Agreement are current;
- b) you have faithfully paid a minimum of four quarters at the four percent level; and
- c) your accountings all have been timely and your minimum advertising commitments have been met throughout those four quarters.

You may only petition to have the Branding Fee restored to the original three percent one time.

Thereafter, if on two consecutive occasions you fail to timely submit an accounting to us or if the accounting you submit to us shows that your spending was below the minimum required, then your Branding Fee automatically will be increased to the four percent level and will remain at that level until the renewal of this Agreement.

11.4 We may designate a local, regional or national advertising coverage area in which your business and at least one other of our franchises using the same brand is located for purposes of developing a cooperative local or regional advertising or promotional program. The franchisees using the same brand in each advertising coverage area are members of the Franchisee Local Advertising Committee ("FLAC") for their coverage area. Each FLAC is for all Schmizza franchisees in the relevant advertising coverage area. We establish FLAC rules in conjunction with our Schmizza National Advertising Council ("SCHNAC"), a council of our franchise owners elected (or in certain instances appointed by SCHNAC members) by our franchisees.

Currently, the FLAC rules provide, among other things, that the affirmative vote of at least two-thirds of the franchises represented by the relevant FLAC is required before the FLAC can spend or commit to spend any advertising funds controlled by that FLAC. Unless and until this approval is given, the FLAC's advertising funds will accumulate. This protects each individual franchisee by helping to ensure that contributions to each FLAC are used in a manner deemed beneficial by at least two-thirds of the FLAC franchisees. The FLAC may not return funds previously collected, nor may it elect not to collect funds.

You agree to participate in and contribute your share to the cooperative advertising and promotional programs in your advertising coverage area. The cost of the program will be allocated among franchisees in the advertising coverage area and each franchisee's share will be in proportion to its sales during the preceding 12-month period, or portion of this period, but we will not require that the aggregate of your contributions for local and cooperative advertising during any month exceed four percent of your gross receipts during that month. We will have the right to approve or disapprove

the content of all advertising. Your contributions to cooperative advertising promotional programs may be taken as a credit toward the monthly local advertising and promotional expenditure required in this Agreement. "Advertising coverage area" will be defined as the area covered by the particular advertising medium (television, radio, or other medium) as recognized in the industry. In the event of a disagreement, our determination of the coverage area will be final.

11.5 If this Agreement is for your first Standard Franchised Store, upon execution of this Agreement, you will deposit with us \$12,500. This "Grand Opening Fee" will be used by us for your first Franchised Store solely for "Grand Opening" advertising within and around your market area and for your primary benefit for a period that may be as short as 21 days and as long as approximately 60 days after the Franchised Store is opened. Approximately \$2,000 to \$2,500 of this fee will be allocated to acquiring materials required for your grand opening, such as balloons, and the remaining approximately \$10,000 will be expended towards media, printing and other opening period advertising in your local market. Several mystery shopper visits may be paid from the Grand Opening Fund. For the second and each subsequent Standard Franchised Store, and for all other types of franchises, you will spend no less than \$12,500 for Grand Opening advertising during the first 60 days or less from the scheduled store opening day.

Although our experience indicates that an initial grand opening campaign utilizing \$12,500 followed by local advertising at the levels described in this Agreement is adequate in most cases, market conditions vary widely, both in terms of competition, familiarity with Schmizza, and in terms of media availability and costs. Depending on these and other conditions specific to your location, we may recommend, but will not require, that your marketing budget for the first year of operation substantially exceed levels required in this Agreement. Before you open your store, you will review the proposed campaign with our marketing department.

11.6 We may develop and market special promotional items that will be made available to you at our cost plus a reasonable mark up. You will maintain a representative inventory of these promotional items to meet public demand. You will have the right to purchase alternative promotional items provided that the alternative goods conform to the specifications and quality standards that we have and will establish. You must fully and accurately participate in, honor, accept and redeem all promotional and marketing materials that are authorized by us.

When required by relevant law, you will have the right, but not the obligation, to participate in these programs. We will notify you of the creation and provisions of each program. Within five days after receipt of the notice, you will advise us whether or not you wish to participate in that program. If you notify us that you wish to participate, you will adhere to all provisions of the program. If you elect to be excluded from a program, we will have the right to advise consumers, by advertising, sales solicitation or otherwise, that you are not a participant. You will not be entitled to the benefits of that program. We may establish the programs in our sole discretion, and are under no obligation to consult or confer with you or any other of our franchisees with respect to the nature, content or price of any promotional item established pursuant to any program.

11.7 We may establish and require you to join, participate in, and pay into, Multi-Area Marketing Programs. Multi-Area Marketing Programs include regional, national or international programs designed to increase business, such as multi-area customers, Internet, directory, affinity, vendor, and co-branding programs. These programs may require your cooperation (including refraining from certain channels of marketing and distribution), participation (including payment of commissions or referral fees), and adherence to maximum pricing to the extent permitted by law. All these programs are our confidential information.

When required by relevant law, you will have the right, but not the obligation, to participate in these programs. We will notify you of the creation and provisions of each program. Within five days after receipt of the notice you will advise us whether or not you wish to participate in that program. If you notify us that you wish to participate, you will adhere to all provisions of the program. If you elect to be excluded from a program, we will have the right to advise consumers, by advertising, sales solicitation or otherwise, that you are not a participant. You will not be entitled to the benefits of that program. We may establish the discount or coupon programs in our sole discretion, and we are under no obligation to consult or confer with you or any other of our franchisees with respect to the nature, content or amount of any discount or coupon established pursuant to any program. You must purchase, at a reasonable cost, marketing kits for Multi-Area Marketing Programs. The cost of marketing kits may be automatically deducted from your franchise bank account. We may specifically establish special discount or free coupon programs designed to increase sales volume, and you will participate if we require. You will in all respects, adhere to all elements of such Multi-Area Marketing Programs, including maximum pricing, to the extent permitted by law.

11.8 You agree to remit to us all rebates received from suppliers and distributors of any merchandise, products and/or supplies for use in or sale from the Franchised Store. Except with respect to the Franchise Coordination Fee, we agree to contribute all funds that we receive from supplier or distributor rebates generated as a result of franchisee purchases for the benefit of the System.

11.9 You will maintain a business phone. You will maintain a point-of-sale computer system and related phone, modem, and other electronic communication tools and systems (collectively 'POS') we require. The POS serves in many capacities, a principal one being marketing. We may determine that it is in your best interest to upgrade or to replace your POS with a new or different POS. While we may require that you must, at your sole expense, make the necessary changes, we also may determine that a portion (or all) of the costs involved should be paid from the Branding Fee.

11.10 You will not advertise or use the Marks without following our then current guidelines and requirements. This will include the placement of appropriate copyright and registration marks or designations as we direct. You will not advertise or use in advertising or any other form of promotion, our trademarks, service marks or commercial symbols without appropriate © or ® copyright and registration marks or the designations <sup>TM</sup> or <sup>SM</sup> where applicable.

11.11 We employ purchasing staff for negotiating on products to be utilized in your store. In addition, we may use the services of third-party firms that specialize in product procurement to negotiate on our behalf. The full costs, including travel, support, overhead and benefits of these personnel, and the fees charged by the third-party firm, will be deducted from any rebates, commissions, free goods or other remuneration we receive based upon your purchases and the purchases of other franchisees. The balance, if any, will be contributed for the benefit of the System. If the cost of these personnel exceeds the rebates, commissions, free goods and other remuneration, we will absorb the excess from our own accounts.

11.12 You specifically acknowledge and agree that any web site will be deemed "advertising" under this Agreement and will be subject to (among other things) our approval. (As used in this Agreement, the term "web site" means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the franchised business, the Marks or us. The term web site includes, but

is not limited to, Internet and World Wide Web home pages.) In connection to any web site, you agree to the following:

- A. We will allow you to establish a web page as part of our web site.
- B. You will not establish or use the web site without our prior written approval.
- C. Before establishing the web site, you will submit to us a sample of web page format and information in the form and manner we may reasonably require.
- D. In addition to any other applicable requirements, you will comply with our standards and specifications for web sites as prescribed by us in the Operations Manual or otherwise in writing or on a franchisee forum intranet system.
- E. If you propose any material revision to the web page or any of the information contained in the web site, you will submit the revision to us for prior written approval.
- F. You may only offer approved products or services on your web site. Any web site changes made without our approval will put you in default of this Franchise Agreement.
- G. You will turn ownership and control of the web site over to us upon expiration or termination of this Agreement, regardless of the reason for the expiration or termination.
- H. Subject to the terms of use on our web site, we may gather, develop and use in any lawful manner information about any visitor to the web site, including but not limited to your customers, franchisees or prospective franchisees regardless of whether they were referred to you via the web site or were otherwise in contact with you.
- I. We have established or may establish in the future an intranet or comparable on-line facility. You must use it in the manner we require. You understand and agree that we may elect to provide certain assistance, deliver information and materials or otherwise communicate with you via the Internet or the intranet. At your sole expense, you will maintain and update as needed all computer system requirements and services necessary to access the Internet and the intranet in the manner we require. You are required to have DSL or other high speed Internet service to your business or home office where you will be able to access downloads from us of advertising materials, operations manual revisions, training materials and corporate news.

You will use only approved key words, Meta tags and titles pertaining to our industry. We will e-mail or respond via facsimile approved key words, Meta tags and titles upon your request by e-mail or facsimile.



Subject to the terms of use on our web site, we may gather, develop and use in any lawful manner information about any visitor to the web site, including but not limited to any of your customers regardless of whether they were referred to you via web site or were otherwise in contact with you.

If we establish an intranet or comparable on-line facility, you must utilize it in the manner required by us. You agree that we may elect to provide certain assistance, deliver information and materials or otherwise communicate with you via the intranet. You at your sole expense will maintain and update as needed all computer system requirements and services necessary to access the intranet in the manner required by us.

Training and training materials may be delivered in the formats or media of our choosing, including but not limited to course books or training exercises on paper, video, CD-ROM or other electronic format, via web cast or an intranet. You will participate in the training and will be solely responsible for the cost of doing so, including costs of computer equipment and services needed to participate. The Operations Manual may be delivered to you by hard paper copy, computer diskette, CD-ROM, via an intranet or other downloading mechanism to your computer or via another medium chosen at our discretion.

## 12. CONTINUING LICENSING FEES AND LATE CHARGES

12.1 Commencing on the day the Franchised Store opens for business, you will pay to us without offset, credit or deduction of any nature, a weekly Continuing Licensing Fee equal to the greater of six percent of the gross receipts derived from the Franchised Store or the weekly Minimum Continuing Licensing Fee of \$150. The Continuing Licensing Fee will be paid weekly in the manner specified below or as otherwise prescribed by us in the Operations Manual which may include automatic account withdrawal or other automatic processes we specify.

You will sign and submit to us a correct statement of your gross receipts; for the reporting periods and at times, on forms, and in a manner (including electronically) specified by us. The Continuing Licensing Fee payment will also be made at the times and in a manner (including electronically) specified by us. You will also submit other reports as reasonably requested by us, including without limitation, reports on food, labor, advertising and other operating costs. You will make available to us, in a manner (including electronically) specified by us, records that we reasonably request to ascertain your gross receipts. In order to facilitate electronic payments to us, upon demand, you will execute instructions and related forms provided by us and/or the institution at which you maintain your operating accounts and will maintain those instructions consistent with this section throughout the term of this Agreement. We may require that this be done prior to you commencing operations under this Agreement. If you fail to deliver any report in a timely fashion, we may unilaterally estimate the Continuing License Fee and Branding Fees you owe and we may draw such fees from your accounts pursuant to automatic account withdrawal or other automatic processes we reasonably specify in the Confidential Operations Manual. The estimates will be based upon your historically reported gross receipts and our experience with other franchised and company owned locations. These withdrawals will be adjusted to reflect actual amounts owed, once reasonably determined.

12.2 All Continuing Licensing Fees, advertising contributions, amounts due for your purchases from us and our affiliates, and other amounts which you owe to us or our affiliates will bear interest after due date at the highest applicable legal rate for open account business credit, not to exceed one and one-half percent per month. You acknowledge that this Section will not constitute agreement by us or our affiliates to accept payments after they are due or a commitment

by us to extend credit to, or otherwise finance your operation of, the Franchised Store. Further, you acknowledge that your failure to pay all amounts when due will constitute grounds for termination of this Agreement, as provided in the provisions of this Agreement related to Default and Termination, notwithstanding the provisions of this paragraph.

You will pay all taxes, assessments, liens, encumbrances, accounts, and other debts, regardless of their nature, assessed against you, the Franchise Premises, or inventory, materials, fixtures, and equipment used in the Franchise. Payment will be made when due and before delinquent except when being contested in good faith by appropriate proceedings. If we are charged with any tax by the authorized taxing authority of any state or political subdivision, including taxes on sales made to or licenses granted to you, or sales made by you at the Franchise Premises, you will pay these taxes. You will pay to us promptly and when due the amount of all sales taxes, personal property taxes and similar taxes imposed upon, required to be collected, or on account of collection by us of the Initial Franchise Fee, the Continuing Licensing Fee, or any other payments you make to us pursuant to this Agreement.

If any report is not made or any fee or any other amount due under this Agreement is not delivered or paid to us on or before the date due, you must pay a late fee of **\$50**, or higher rates we establish in the Operations Manual, Nonpayment or non-delivery will be considered a material breach of this Agreement. Any resulting termination, interest due and service charges will be in addition to any other remedies we may have as a result of your default. If you are late in making any **2** payments of any Continuing Licensing Fee or Branding Fee or any other amounts due under this Agreement, we may, at our option, require you to make all subsequent payments of Continuing Licensing Fees and Branding Fees and any other fees or payments by means of a bank draft, automatic electronic transfer or wire transfer or other similar means of payment. On the basis of this Agreement and any other documentation that we may, in our discretion, require you to sign in advance, we will be authorized without any further grant of authority from you, to send a bank wire deducting the amount of your Fees from your bank account and deposit your Fees in our bank account. In the case of bank transfers, we are entitled to recover from you our costs in sending the bank draft, wire, or electronic transfer fee. If the bank draft, wire or electronic transfer is returned for insufficient funds or similar reasons, we may charge you a service charge at the highest commercially reasonable rate in addition to any transfer fees and costs incurred.

12.3 Notwithstanding any designation by you, we will have the sole discretion to apply any payments by you to any of your past due indebtedness for Continuing Licensing Fees, advertising contributions, purchases from us or our affiliates, interest or any other indebtedness.

### 13. ACCOUNTING AND RECORDS

13.1 You will maintain during the term of this Agreement (and will preserve for the time period specified in the Confidential Operations Manual) full, complete, and accurate books, records, and accounts in accordance with the standard accounting system prescribed by us in the Confidential Operations Manual or otherwise in writing. You will retain during the term of this Agreement and for three years thereafter all books and records related to the Franchised Store, including without limitation, sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals and general ledgers.

Unless otherwise agreed in writing, all of your reports to us and all of your payments to us must be in in US dollars. Your business checking account used for our weekly ACH of Continuing Licensing and Branding Fee payments must also be in US dollars.

13.2 Within 90 days after the end of each calendar year, you will render to us a written statement, in the form that we will prescribe, of

- all receipts from the operation of the Franchised Store for the preceding calendar year,
- expenditures for advertising as required by this Agreement, and
- a statement of profit and loss for the prior calendar year.

You will certify these to be true and correct. In our sole discretion, we further may require and you will prepare and deliver to us within 30 days after our request, interim statements in the form and for the periods that we may specify. You will also deliver to us a copy of your federal income tax return at the time you file the return. You will also maintain and preserve during the term of this Agreement full and complete and accurate books and accounts prepared in accordance with generally accepted accounting principles.

13.3 You will submit to us other periodic reports, forms and records in the manner and at the time as specified in the Confidential Operations Manual or as we may otherwise require in writing.

13.4 We have the right to require you to utilize an information processing and communication system, and point-of-sale system which are fully compatible with any program or system which we, in our sole discretion, may employ. If we require you to install a particular system, you also may be required to purchase hardware and software support from suppliers we specify. If we require, you must record and transmit all financial information using this system and our designated ISP or other communication vendors. We may require you to upgrade your hardware or software, at your expense. The estimated annual cost of any optional or required maintenance, updating, upgrading, or support contracts is from approximately \$1,400 to \$6,000 per year. We may at our discretion change standards for reporting to provide effective technology for the entire system. We will have full ability to poll your data, system and related information by means of direct access whether in person or by any other secure method we choose. We will have access to all of your data and there will be no contractual limitation on our right to access your information or data. All of your franchise operations and sales information, including customer identification, revenue and credit data will be made available to us, our employees and our relevant franchised Master Franchisees.

You will purchase, lease, or otherwise acquire, from sources we specify and at your expense, computer hardware and software (including but not limited to programs, computer terminals, Internet and other network access providers, web site vendors, video conferencing and cash registers) that strictly conform to all requirements, standards, and specifications we may set at any time. You must have these systems in operation at the Franchised Store prior to opening for business. You are required to have DSL or other high speed Internet service to your Franchised Store where we will be able to collect information from your point-of-sale computer system as well as download information to it, and where you will be able to access downloads from us of advertising materials, operations manual revisions, training materials and corporate news and through which we may have access to your computer systems and records. You must obtain a router we specify and obtain a static IP address from your telephone or cable or internet service provider.

**E-PROBLEM DISCLAIMER:** Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, the Year 2000 problem and similar date-related problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps against E-Problems. We do not guarantee that information or communication systems that we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, customers and governmental agencies on which you rely, have reasonable protection from E-problems. This may include taking reasonable steps to secure systems (including firewalls, password protection and anti-virus systems), and to provide backup systems.

13.5 We or our designated agents will have the right at all reasonable times to examine and copy, at our expense, your books, records, and tax returns. We will also have the right, at any time, to have an independent audit made of your books and records at our expense. If an inspection reveals that any payments due to us have been understated, then you will immediately pay to us the amount understated upon demand, in addition to interest from the date the amount was due until paid, at the maximum rate permitted by law. If an inspection discloses an understatement in any report of 2% or more or if you fail to deliver any required report of gross receipts or any required financial statement in a timely manner, you will, in addition, reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). The foregoing remedies will be in addition to any other remedies we may have.

Our right to audit will include the right to examine books, tax returns and records of other businesses that you own or operate, in whole or in part, to determine whether all revenue to be reported by you has been properly reported and that appropriate fees and contributions have been paid. We may establish a uniform list of accounts and a uniform bookkeeping system for all of our franchisees. You agree to maintain your books and records in the manner required by us. At any time, we may specify and require you to obtain and use accounting systems and accounting/bookkeeping vendors we designate.

#### 14. STANDARDS OF QUALITY AND PERFORMANCE

You will comply with the entire System including but not limited to:

14.1 You will commence operation of the Franchised Store not later than 18 months after the execution of this Agreement (or as otherwise required or approved in writing by us or as otherwise required or approved by this Agreement). If you fail to commence operations within the required time period for any reason, then, upon 30 day's prior written notice and opportunity to cure, this Agreement may be terminated by us and we will return to you payments received by us for this Agreement less \$39,000. Prior to opening, you will have procured all necessary licenses, permits, and approvals, including but not limited to construction permits, will have hired and trained personnel, made all leasehold improvements, and purchased initial inventory.

Any failure to commence operation caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that is deemed reasonable by us under the circumstances.

14.2 You agree to maintain the condition and appearance of the premises of the Franchised Store consistent with our quality controls and then-current standards for new stores. You will portray the image of a store as an attractive, pleasant and comfortable facility conducive to quality service for your customers. You agree to affect any reasonable maintenance of the

Franchised Store as is required to maintain or improve the appearance and efficient operation of the Franchised Store. This will include but not be limited to replacement of worn out or obsolete fixtures and signs, repair of the exterior and interior of the Franchised Store and redecorating. You will not make any change in the layout and decor of the Franchised Store without our prior written approval. If at any time in our judgment the general state of repair or the appearance of the premises of the Franchised Store or its equipment, fixtures, signs or decor does not meet our quality control and standards, we will so notify you, specifying the action to be taken by you to correct the deficiency. If you fail or refuse to initiate within 30 days after receipt of notice, and thereafter continue, a bona fide program to complete any required maintenance, then we will have the right, in addition to all other remedies, to enter upon the premises of the Franchised Store and effect the repairs, painting, decorating or replacements of equipment, fixtures or signs on your behalf and you will pay the entire costs on demand. If we make or direct the making of repairs, we will not incur any liability to you, including but not limited to, liability for interruption of your business during the course of making the maintenance and repairs. Your obligation to initiate and continue any required maintenance will be suspended during any period in which the maintenance is impractical due to war, civil disturbance, natural disaster, organized labor dispute or other event beyond your reasonable control.

14.3 You will make no material alterations to the improvements of the Franchised Store nor will you make material replacements of or alterations to the equipment, fixtures or signs of the Franchised Store without our prior written approval. All alterations will strictly conform to specifications and requirements we establish or approve.

14.4 The location of the Franchised Store approved by us in accordance with this Agreement will be used solely for the purpose of conducting either a Schmizza Franchised Store, as indicated in this Agreement above in the section entitled "Appointment and Franchise Fee".

14.5 You agree to offer for sale and sell at the Franchised Store all types of Menu Items, Trade Secret Food Products and other categories of food and beverage all products and only those products that we require and authorize. You agree not to offer for sale or sell at the Franchised Store or the premises which it occupies any other category of products or use the premises for any purpose other than the operation of a Franchised Store in full compliance with this Franchise Agreement. At our discretion, we may allow you to sell items other than Italian-related food products.

We have developed and own proprietary Trade Secret Food Products. The formulae and methods of preparation of the Trade Secret Food Products are our trade secrets. We have determined that in order to protect our trade secrets and to monitor the manufacture, packaging, processing and sale of Trade Secret Food Products, we will

- (i) manufacture and supply our Trade Secret Food Products to you, and/or
- (ii) disclose the formulae for and methods and preparation of the Trade Secret Food Products to a limited number of suppliers who will be authorized by us to manufacture Trade Secret Food Products to our precise specifications and sell our Trade Secret Food Products to you.

You acknowledge that you will be required to purchase Trade Secret Food Products from us or a limited number of suppliers authorized by us. We or our designees agree to sell to you the quantities of Trade Secret Food Products you require in the operation of the Franchised Store at prices in effect at the time of purchase. You and all Schmizza businesses are required to use in your and

their operations Trade Secret Food Products as designated by us. We have not in the past, but expressly reserve the right to sell, or earn rebates and fees from the sale by others licensed or authorized by us to sell, proprietary products on a wholesale basis for use in preparing products that will not carry a Schmizza brand.

14.6 In order to ensure that all Menu Items that you produce meet our high standards of taste, texture, appearance and freshness, and, in order to protect our goodwill and proprietary Marks, you will prepare all Menu Items and Trade Secret Food Products, only by properly trained personnel strictly in accordance with the Trade Secret Process and the Confidential Operations Manual. This includes without limitation, preparing all products in sight of your retail customers. You will sell only fully prepared products in conformity with our marketing plan and concept and only at retail to your customers, unless otherwise approved by us.

14.7 At any time, we may provide to you, identities of approved manufacturers, suppliers, service providers, and distributors and approved food and non-food products, recipes, fixtures, furniture, counters, freezers, cash register, equipment, signs, stationery, supplies, Multi-Area Marketing Programs, and other items or services necessary to operate the Franchised Store. We may also specify the products and services which we have approved to be carried or used in the System. We may revise the approved suppliers and the approved products and services at any time in our sole discretion.

14.8 All Menu Items and other food and beverage products and materials, containers, packaging materials, other paper and plastic products, menus, uniforms, forms, cleaning and sanitation materials, and other materials and services used in the operation of the Franchised Store will conform to the specifications and quality standards we establish. You may purchase products that meet our specifications and quality standards from us or suppliers approved by us as meeting our criteria for suppliers. If you propose to offer for sale at the Franchised Store location any brand of product, or to use in the operation of Franchised Store any brand of food ingredient or other material or supply, which is not then approved by us as meeting our minimum specifications and quality standards, or if you propose to purchase any product from a supplier that is not then designated by us as an approved supplier, you will first notify us and will upon our request submit samples and other information as we require for examination and/or testing or to otherwise determine whether the product, material or supply, or the proposed supplier, meets our specifications and quality standards. We may require you to pay us a charge not to exceed the actual cost of testing. We will notify you within a reasonable time whether we approve the product, material or supply, or the supplier. You may not use a proposed product, material, supply, or supplier without our prior written approval.

14.9 You will require all of your employees, while working in the Franchised Store, to wear a standard uniform as described in the Operations Manual and to present a neat and clean appearance. All uniforms will be properly laundered regularly and replaced when worn. We may change the standard uniform. You agree to adopt new uniforms and replace worn uniforms when necessary and bear the purchase price of them.

14.10 You will ensure that your employees present a neat and clean appearance and render friendly, efficient, sober and courteous service to your patrons in accordance with the grooming and training requirements of the Operations Manual. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits. You will in no way obligate us for expenses incurred in the operation of your franchise including labor costs. You are required to hire and maintain sufficient staff in order

to handle customer volume at all times. You are required to pay your employees and staff the wage prevailing (or in some areas a wage higher than the then prevailing wage) in your market area for employees with similar labor skills, people skills and similar job responsibilities.

14.11 There are no required quotas as to quantity of purchases you must make from us or from approved vendors. You must only have enough supplies on hand to meet customer demand. If you elect to purchase equipment, inventory, and supply items from us at our then current prices, payment must be made when you place your order. The items we offer may include among other things equipment, merchandise, and supplies that bear the Marks. You may offer these mark bearing items only at the Franchised Store to retail customers.

Any products and goods sold, licensed, or leased by or through us to you will be sold, licensed, or leased in accordance with the terms expressly set forth in the Operations Manual or as otherwise provided for in writing by us or the manufacturer of the products and goods.

**EXCEPT AS EXCLUSIVELY SET FORTH IN WRITING AND SIGNED BY US, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND GOODS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES WILL OUR LIABILITY IN CONNECTION WITH ANY PRODUCTS OR GOODS EXCEED THE DOLLAR AMOUNT OF THE PURCHASE PRICE OR LICENSE FEE PAID BY YOU FOR THE PRODUCTS OR GOODS. IN NO EVENT WILL WE BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND YOUR CUSTOMERS, FOR ANY TORT DAMAGES OR INDIRECT, SPECIAL, GENERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS AND LOSS OF GOODWILL, ARISING IN CONNECTION WITH THE USE OF (OR INABILITY TO USE) THE PRODUCTS OR GOODS FOR ANY PURPOSE WHATSOEVER, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGES.**

We will not be liable to you if we are unable to deliver equipment, inventory or supply items to you because of any loss, damage, or delay caused by strikes, riots, fire, insurrection, war, elements, embargoes, failure of carriers, inability to obtain transportation facilities, forces majeure, acts of God or of the public enemy, or any other cause beyond our control.

14.12 You, your family, employees, partners, principals, members, managers, directors and shareholders may not resell the products, supplies or equipment that you buy from us, nor any of our trade secret products, regardless of the source, that are used in the operation of your franchised business and may not use the products, supplies or equipment in the operation of any other business without our prior written approval, which may be withheld in our sole discretion.

14.13 You agree that all Menu Items and other designated food products will be prepared in accordance with recipes, techniques and processes designated by us. You acknowledge that the recipes, techniques and processes are integral to the System and failure to adhere to the recipes, techniques and processes will be detrimental to the System and the Marks.

14.14 You agree to follow the System and to fully comply with all of our mandatory specifications, standards, operating procedures and rules.

Mandatory specifications, standards, operating procedures and rules we prescribe in the Confidential Operations Manual or otherwise communicate to you, will constitute mandatory provisions with which you must comply. You will control your own employees and contractors. You will also take all steps necessary to maintain a safe and healthy environment for workers and customers.

Once you open the Franchised Store for operation, you will keep your franchise open continuously for business every day of the year, except for holidays we designate, during the hours specified or approved in writing by us or required by the lease of the premises in which the franchise is operated. We may change these requirements as designated in the Operations Manual.

14.15 You will secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Store. You will operate the Franchised Store in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to occupational hazards and health, EEOC laws, Americans with Disabilities Act, copyright laws protecting owners of artistic works, dispensing of food products, consumer protection, trade regulation, workers' compensation, unemployment insurance and withholding and payment of Federal and State income taxes and social security taxes and sales, use and property taxes. You will not allow unlawful activities at the Franchised Store location or in relation to the Franchise and will not commit any act or sell, exchange, offer, hold, show, rent or permit to be sold, exchanged, offered, held, shown or rented any act, material or service you know or reasonably suspect to have been done or obtained in violation of law or to be otherwise unlawful or illegal. You agree to refrain from any merchandising, advertising or promotional practice that is unethical or that may be injurious to our business or to other Schmizza operations or to the goodwill associated with the Marks.

14.16 You will in the operation of the Franchised Store use only displays, trays, boxes, bags, wrapping paper, labels, forms and other paper and plastic products imprinted with the Marks and colors as we prescribe.

14.17 You acknowledge that one of the benefits accruing to you and all of our other franchisees is the economy of mass purchasing power made available through us. Your failure to pay or repeated delay in making prompt payment in accordance with the terms of the invoice or statements rendered to you for payments due, or misdirection of supplies or other abuses will result in a loss of credit standing and goodwill and a loss of benefits derived therefrom to us as well as to other franchisees using the System. You expressly agree to promptly make all product purchase payments on invoices and statements rendered to you in accordance with the terms of the invoices and statements and to make timely remittances of rent as required on your lease and to timely pay all Continuing Licensing Fees and Branding Fees pursuant to this Agreement. You authorize us to communicate with all the lease holders, suppliers, distributors, manufacturers and vendors with whom you do business and you authorize them to communicate with us regarding all aspects of your purchases from and dealings with them. You authorize us to instruct the suppliers, distributors, manufacturers and vendors (and you instruct them to comply with our instruction) to immediately cease sales and deliveries to you upon the occurrence of any default by you under this Agreement.

14.18 The Franchised Store will at all times be under your direct, on-premises supervision (or a trained and competent employee acting as a crew-leader or manager). Absentee ownership without our express written consent is not in your or our best interest and will be grounds for termination of this Agreement. You will devote a substantial enough amount of time and energy to properly operate the Franchise. What constitutes proper operation will be in our sole reasonable



discretion. In the event you operate more than one franchise, or in the event you do not devote your full time to conducting the Franchised Store, at least one trained and competent employee referred to above will act as a full-time manager. We, or the relevant master franchisee and its staff will make training available, as is reasonable and necessary, for all managers designated by you. We will provide this training at the then-current published rates.

14.19 While we have no general objection to the installation on the premises of the Franchised Store of any video games, juke boxes, gaming machines, games, rides, vending machines or other similar devices, you are required to obtain our prior written approval prior to installation. You will not permit gambling, dancing, the operation of punch boards, lotteries, or raffles without our prior written consent.

14.20 You will notify us in writing within five days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Store.

14.21 We may enter the Franchised Store at reasonable times to verify your compliance with the terms of this Agreement. In doing so, we may:

- A. inspect the Franchised Store;
- B. observe your operation of the Franchised Store for any consecutive or intermittent periods deemed necessary;
- C. interview your personnel and customers and partners;
- D. inspect and copy any books, records, tax and other documents related to the operation of the franchise and any other franchise information we may require; and
- E. select items, ingredients, products and other materials, services, equipment, operations and supplies for test of content and evaluation purposes to make certain that they are satisfactory and meet our quality control provisions and performance standards.

You and anyone acting as your agent will cooperate fully with us and our agents in connection with these inspections, observations, and interviews. You expressly waive any rights of privacy or confidentiality you have with your personnel, customers, vendors and partners in reference to these inspections, observations and interviews.

If the inspection reveals any violations or deficiencies in your compliance with the Operations Manual or this Agreement, you will be re-inspected to determine whether all reasonable efforts to correct non-compliance have been taken and will continue to be taken until such time as a cure is affected. If re-inspection shows continued violations or deficiencies, evidenced by a grade of "d" or "f" when scored with our evaluation tools, or a lack of reasonable effort to correct, a "Notice of Probation" will be issued.

Upon receipt of Notice of Probation, you will have ten business days to submit to us a detailed plan that outlines specific steps taken, or to be taken by you, to remedy the non-compliance. The plan must evidence your financial and personal commitment to accomplish full compliance within not

more than 30 days. If, in our judgment, the submitted plan is inadequate, we may prepare a compliance plan and furnish an Assistance Team to aid you to come within full compliance. All costs of the Assistance Team will be reimbursed to us by you to cover our travel, subsistence, employee gross employment salary, and other reasonable out-of-pocket expenses related to the Assistance Team. Further, necessary steps to bring the facility into compliance, as deemed necessary by the Assistance Team, and their related costs will be paid in full by you. You will remain on probation for six months after receipt of the Notice of Probation. During that period, if a subsequent inspection shows a lack of full compliance, meaning not receiving a grade of "c" or higher when scored with our evaluation tools, you may be declared in default and subject to termination of this Agreement.

If you fail to comply or diligently begin to comply with any element of this Agreement after not less than 10 days' written warning, we may correct the default without further notice to you, and subsequently bill you for all associated costs, or, in the alternative, we may fine you up to \$100 per day for every day after the 10-days' written notice, until you correct the deficiency. You must pay the billed or fine amount within ten days of presentation of our invoice.

## 15. OUR OPERATIONS ASSISTANCE AND STEP-IN RIGHTS

15.1 We will be permitted, to the extent permitted by relevant law, to establish price ceilings or minimum or maximum allowable prices on the products and services you offer and sell. Except as so specified by us or as otherwise required in this Agreement and in the Operations Manual, you may determine the prices at which you sell products and services, as well as the terms and conditions of sale. We may suggest prices to you and to the public for the sale of products and services, but you will not be required at any time to sell at or above our suggested prices.

We may set maximum prices in connection with Multi-Area Marketing Programs to the extent permitted by law.

15.2 Upon commencement of operation of the Franchised Store and during the term of this Agreement, we will provide to you a comprehensive list of established sources of equipment, foods, supplies and containers necessary for the operation of the Franchised Store and provide specifications for the products.

15.3 We may at our sole discretion:

- A. Coordinate product distribution for local, regional and national suppliers; and
- B. Regulate quality standards and products in conformance throughout our network of Franchised Stores.

15.4 We may advise you of problems arising out of the operation of the Franchised Store as disclosed by reports that you submit to us, by mystery shopper services or by inspections conducted by us of the Franchised Store. We may furnish you with this assistance in connection with the operation of the Franchised Store as is reasonably determined to be necessary by us. Operations assistance may consist of advice and guidance with respect to:

- A. Proper utilization of procedures regarding the service and sale of all Menu Items and other food and menu items, and related items and materials as approved by us;

- B. Training, dress, general appearance and demeanor of Franchised Store employees;
- C. Additional products and services authorized for your Franchised Store;
- D. Purchase of ingredients and other food and beverage items, materials and supplies;
- E. The institution of proper administrative, bookkeeping, accounting, inventory control, supervisory and general operating procedures for the effective operation of a Franchised Store; and
- F. Advertising and promotional programs.

15.5 We will make periodic visits to the Franchised Store for the purposes of providing consultation, assistance, and guidance to you in any aspects of the operation and management of the Franchised Store. We or our representatives who attend at the Franchised Store will prepare, for the benefit of both us and you, written reports in respect to our visits outlining any suggested changes or improvements in the operations of the Franchised Store and detailing any defaults in your operations which become evident as a result of our visits, and a copy of each written report will be provided to both us and you.

We may employ mystery shoppers and others to shop your Franchised Store to measure performance. If your performance does not meet our specifications as outlined in the Operations Manual, you may be required to pay us the then current cost of the mystery shopper service as outlined in the Operations Manual. In addition, several mystery shopper visits may be funded from the Grand Opening Fund.

15.6 All of the specifications, approved manufacturers, distributors and suppliers lists, approved merchandise, products, materials and supplies lists, training and operations manuals to be provided by us to you pursuant to this Agreement will be available within the later of three months after execution of this Agreement or when you attend training.

15.7 **Our Step-In Rights.** The parties want to prevent any operation or interruption of the franchise that would cause harm to the franchise or to the System and lessen their value. Therefore, you authorize us to step in to operate the franchise for as long as we believe necessary and practical in our exclusive judgment. We may do so without waiving any other rights or remedies that we may have. Thirty days after exercising our step-in rights, we will re-evaluate your then-current status. At our discretion, we will either operate the store for an additional 30-day period or turn the store back over to you. In turning the store back over to you, we do not waive our rights to step back in the future. We may do so without waiving any other rights or remedies that it may have. Cause for stepping-in may include our reasonable determination that: you are incapable of operating the franchise; you are absent or incapacitated because of illness or death; you have failed to pay when due any taxes or assessments against the franchise or property used in the franchise; you have failed to pay when due any liens or encumbrances placed upon or against your business property; your business activities are having a negative impact upon the value of the System or we decide that significant operational problems require us to operate the franchise for a time. We may exercise our step-in rights if you are ill or disabled, you, your lender, or the SBA requests our assistance or agrees to our proffered support and supervision, directly or indirectly or through contract agents. If you have a loan for the franchise that is guaranteed by the Small Business Administration, our right to step-in will be limited to a 60-day period unless otherwise requested or

agreed with the lending bank at that time. Thirty days after exercising our step-in rights, we will re-evaluate your then-current status. At our discretion, we will either operate the store for an additional 30-day period or turn the store back over to you. In turning the store back over to you, we do not waive our rights to step back in the future.

All revenue from our operation of the franchise will be for your exclusive account. We will pay from that revenue all expenses, debts and liabilities we incur during our operation of the franchise. This will include our personnel and administrative costs, plus 15% to cover overhead expenses. In addition, we will have the option, but not the obligation, to pay for you any claims you owe to any creditor or employee of the franchise. You will reimburse us upon demand, including at the rate set forth above for overdue amounts.

We will keep in a separate account all revenue generated by the operation of the franchise, less the expenses of operation.

We will have no obligation to retain any employee of the franchise, or to honor any contractual employment commitments you previously made. If we elect to retain any employee, employment will be pursuant to a new employment agreement between us and the employee. Employment will commence on the first business day on which we carry on business through the franchise. Any claim by an employee for unpaid salary, vacation pay, or other benefits will be your responsibility.

Upon our exercise of these Step-In Rights, you agree to hold us harmless for all acts, omissions, damages, or liabilities arising during your operation of the franchise and we agree to hold you harmless for all acts, omissions, damages or liabilities arising during our operation of the franchise.

Our operation of the franchise will not operate as an assignment to us of any lease or sublease of franchise property. We will have no responsibility for payment of any rent or other charges owing on any lease for franchise property, except as the charges relate to the period of our operation of the franchise.

You agree to pay our reasonable legal and accounting fees and costs we incur because of our exercise of these Step-In Rights.

## 16. INSURANCE AND CASUALTY

16.1 You will procure at your expense and maintain in full force and effect during the term of this Agreement, an insurance policy or policies protecting you and us, and our respective officers, directors, partners and employees, against any loss, liability, food borne illness, personal injury, death, or property damage or expense whatsoever arising or occurring upon or in connection with the Franchise, as we may reasonably require for our and your protection. We will be named an additional insured in the policy or policies. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

16.2 The policy or policies will be written by a financially responsible insurance company satisfactory to us in accordance with standards and specifications set forth in the Operations Manual or otherwise in writing, and will include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified for all franchisees in the Operations Manual or otherwise in writing) the following:

A. All risks coverage insurance on the Franchised Store and all vehicles, fixtures, equipment, supplies and other property used in the operation of the Franchised Store, for

full repair and replacement value of the machinery, equipment, improvements and betterments, without any applicable co-insurance clause except that an appropriate deductible clause will be permitted. In the event of damage covered by insurance, the proceeds of the insurance will be used to restore the Franchised Store to its original condition as soon as practicable, unless restoration is prohibited by the appropriate lease or applicable law, or we have otherwise consented in writing.

B. Workers' Compensation and employer's liability insurance as well as any other insurance that may be required by statute or rule of the state in which the Franchised Store is located and operated.

C. Comprehensive general liability insurance and product liability insurance with limits of ONE MILLION Dollars (\$1,000,000) combined single limit for death, personal injury and property damage, including the following coverages: broad form contractual liability, food borne illness liability, personal injury (employee and contractual inclusion deleted), products/completed operation, cyber security, and fire; insuring us and you against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from, or occurring in the course of, or on or about or otherwise relating to the Franchised Store, provided that the required amounts may be modified by us at any time to reflect inflation or future experience with claims; and provided, further, that the insurance afforded by the policy or policies respecting liability will not be limited in any way by reason of any insurance which may be maintained by us.

D. Business interruption insurance for actual losses sustained.

E. If applicable, liquor liability (dram shop) insurance, with a combined single limit of at least ONE MILLION FIVE HUNDRED THOUSAND Dollars (\$1,500,000) for death, personal injury and property damage.

F. Any additional insurance and types of coverage that may be required by the terms of any lease for the Franchised Store, or that may be required by us. This includes our discretion to raise or lower coverage amounts and limits, deductibles, etc. as outlined in the Operations Manual.

16.3 The insurance afforded by the policy or policies respecting liability will not be limited in any way by reason of any insurance which may be maintained by us. Within three months of the signing of this Agreement, but in no event later than the date on which you acquire an interest in the real property on which you will develop and operate the Franchised Store, you will furnish to us for our approval a Certificate of Insurance showing compliance with the above requirements. The certificate will state that the policy or policies will not be canceled or altered without at least 20 days prior written notice to us and will reflect proof of payment of premiums. Maintenance of such insurance and your performance of the obligations under this Section will not relieve you of liability under the indemnity provision set forth in this Agreement. We may modify the minimum limits required above, as conditions require, by written notice to you.

16.4 Should you, for any reason, not procure and maintain the insurance coverage as required by this Agreement, we will have the right and authority (without, however, any obligation to do so) immediately to procure the insurance coverage and to charge it to you. The charges, together with a reasonable fee for expenses incurred by us in connection with such procurement, will be payable by you immediately upon notice.

16.5 The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in Revenue.

16.6 If the Franchised Store is damaged by fire or other casualty, you will expeditiously repair the damage. If the damage or repair requires the closing of the Franchise, you will:

- A. continue to pay Licensing and Branding Fees based upon the monthly average paid for the preceding 12-month period or based upon the proceeds of any Business Interruption recovery you receive, whichever is greater,
- B. immediately notify us,
- C. repair or rebuild the Franchised Store following our then current specifications, and
- D. reopen the Franchise for continuous business operations when practicable (but in any event, within one year after closing of the Franchised Store). You will give us not less than 30 days advance notice of the date of re-opening.

If the Franchised Store does not re-open within one year, this Agreement will terminate upon 30 days written notice from us to you.

## 17. COVENANTS

17.1 You covenant that during the term of this Agreement and any renewal terms, except as otherwise approved in writing by us, you will devote full time, energy, and best efforts, to the management and operation of the business franchised under this Agreement. If you are a legal entity or partnership, an owner of a majority interest of 50.1% or more of you will devote full time, energy, and best efforts, to the management and operation of the business franchised under this Agreement.

17.2 You agree that you will at all times faithfully, honestly and diligently perform your obligations. You will not engage in any business or other activities that will conflict with your obligations under this Agreement. During the term of this Agreement, neither you nor your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, or agents, nor the members of their or your immediate families or households (who have access to or knowledge of the Operations Manual or System), will directly or indirectly participate as an owner, shareholder, member, partner, director, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any restaurant, store, prepared food business or other establishment dispensing, promoting or selling pizza, calzones or Italian food products, or any other business that sells or offers to sell food products or services, prepared the same as or similar to those sold in the System, except for existing stores or establishments owned by you and specifically identified in writing in Exhibit 1, and signed by us, or as otherwise approved in writing by us.

This covenant also applies for a period of two years after expiration or termination of the Agreement, except that the restrictions contained in this paragraph will be limited during the post term period to:

- within the Franchise Premises,
- within a ten-mile radius of the Franchise Premises,

- within a ten-mile radius of any of our other franchisees or of any of our company owned stores, and/or
- within a reasonable distance of any other location where we could reasonably expect to establish a franchise premises, franchise territory or company store during the two-year period after the franchise is terminated or expires.

We may waive this covenant only in writing.

17.3 You will assure that you and your owners, directors, officers, partners, shareholders, members, employees, consultants, and agents, during the term of this Agreement and for a period of two years after expiration or termination of this Agreement do not:

- A. divert or directly or indirectly attempt to divert any of our business or any of our customers to any competing establishment; nor
- B. do or perform, directly or indirectly, any other act injurious or prejudicial to our goodwill associated with the Marks and System.

If, for any reason, any provision set forth in Sections 17.2 or 17.3 is determined to exceed any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope allowable by law or court of law will apply to this Agreement.

The provisions relating to interests in any other business will not apply to your ownership of outstanding securities of any corporation whose securities are publicly held and traded, provided that you hold these securities for investment purposes only and that your total holdings do not constitute more than five percent of the outstanding securities of the corporation.

We may require you to obtain written covenants from your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, and agents in a form satisfactory to us that these persons will comply with the provisions of this Section.

17.4 You further agree not to divulge to any person, partnership, or legal entity any information, trade secrets, the ingredients, recipes, techniques and processes, used in the Trade Secret Food Products, beverages and other food products and menu items used in the System or any information stated in the Confidential Operations Manual.

17.5 You and we stipulate that, in light of all of the facts and circumstances of the relationship between you and us, the covenants, restrictions and agreements referred to in this Section entitled "Covenants" (including without limitation their scope, duration and geographic extent) are fair and reasonably necessary for the protection of our confidential information, goodwill and other protectable interests. If a court of competent jurisdiction should decline to enforce any of those covenants and agreements, you and we request the court to reform these provisions to restrict your use of confidential information, non-solicitation, ability to compete with us, and any other covered topics to the maximum extent, in time, scope of activities, and geography, the court finds enforceable under applicable law.

The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 17 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an

unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 17.

You agree that the existence of any claims you may have will not constitute a defense to our enforcement of any of the confidentiality requirements and covenants not to compete described in this Agreement. You acknowledge that any violation of the confidentiality requirements and covenants not to compete would result in irreparable injury to us for which no adequate remedy at law may be available and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete.

You agree that each of the confidentiality requirements and covenants not to compete described in this Agreement will be constructed as independent of any other covenant or provision. If all, parts or any portion of any covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in this Agreement. Each of the covenants described in this Agreement is a separate and independent covenant in each of the separate counties and states in the United States in which we transact business. To the extent that any covenant may be determined to be judicially unenforceable in any county or state, that covenant will not be affected with respect to any other county or state. You understand and acknowledge that we will have the right, in our sole discretion, to reduce the scope of any of covenants, confidentiality requirements or covenants not to compete set forth in this Agreement that apply to you or to any other of our franchisees. We may do so without your consent, effective immediately upon your receipt of written notice. You agree that you will comply with any covenant that pertains to you as we so modify it.

You acknowledge we will suffer immediate and irreparable harm that will not be compensable by damages alone if you repudiate or breach any of the provisions of any part of this Agreement that relates to the confidentiality or protection of confidential information and trade secrets or your covenants to not compete against us or our franchise system or your threats or attempts to do so. For this reason, under those circumstances, we, in addition to and without limitation of any other rights, remedies or damages available to us at law or in equity, will be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain the breach, and we will not be required to post a bond as a condition for the granting of this relief. You also agree that a violation of any of our confidentiality or non-competition covenants will entitle us, in addition to all other remedies available at law or equity, to recover from you any and all funds, including, without limitation, wages, salary, and profits, which will be held by you in constructive trust for us, received by you in connection with such violation.

You specifically acknowledge the receipt of adequate consideration for the confidentiality and non-competition covenants contained in this Agreement and that we are entitled to require you to comply with these covenants. Those covenants will survive termination or expiration of this Agreement. You represent that if this Agreement expires or is terminated, whether voluntarily or involuntarily, you have experience and capabilities sufficient to enable you to find employment or otherwise earn a livelihood in areas which do not violate this Agreement and that our enforcement of a remedy by way of injunction will not prevent you from earning a livelihood.

17.6 We have the right, in our sole discretion, to reduce the scope of any covenant set forth in Sections 17.2 and 17.3 in this Agreement without your consent, effective immediately upon



receipt by you of written notice, and you agree that you will comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of Section 21.

17.7 The provisions in Sections 17.2 and 17.3 relating to interests in any other business will not apply to ownership by you of less than five percent beneficial interest in the outstanding ownership of any legal entity which is registered under the Securities Exchange Act of 1934 (provided that you hold these securities for investment purposes only).

17.8 We will have the right to require all of your personnel performing managerial or supervisory functions and all personnel receiving special training from us or from the relevant master franchisee and its staff, to execute similar covenants in a form satisfactory to us.

## 18. DEFAULT AND TERMINATION

18.1 Automatic Termination. Among other things, you agree that it will be a default constituting a substantial breach of a material provision of this Agreement pursuant to relevant law, thus establishing good cause for termination, and that this Franchise Agreement and any other related agreements and franchise agreements between the parties will terminate automatically upon delivery of written notice of termination to you, if you or your owner(s), officer(s), or key employee(s):

- A. Fail to timely commence business (including finding a suitable location for operation of the franchise and opening a conforming store that complies with all our standards, decor and equipment), or fail to satisfactorily complete the training program.
- B. Have made any material misrepresentation or omission in the application for the franchise or with respect to ownership of the franchise. If you misrepresented yourself and are a competitor of ours or a competitor of an affiliate of ours, then we may keep all initial franchise fees paid by you, cancel training and terminate this Agreement.
- C. Are convicted of, plead guilty to or plead no contest to a felony, or other crime or offense that is likely to adversely affect the reputation of you, the Marks, the System or the Franchised Store.
- D. Make any unauthorized use, disclosure or duplication of any portion of the Confidential Operations Manual or duplicate or disclose or make any unauthorized use of any trade secret or the System, or Marks.
- E. Abandon the Franchised Store; or fail to operate the Franchised Store for five consecutive business days in any 12-month period, unless the Franchised Store has been closed for a purpose approved by us or due to a cause beyond your control; or fail to relocate to approved premises within an approved period of time.
- F. Surrender or transfer control of the operation of the Franchised Store, make an unauthorized direct or indirect assignment of the franchise or an ownership interest in you.

- G. Submit to us on two or more separate occasions at any time during the term of the franchise any reports or other data, information or supporting records which understate by more than 2% the Continuing Licensing Fees for any period of, or periods aggregating, three or more weeks, and you are unable to demonstrate that the understatements resulted from inadvertent error.
- H. Commit any affirmative act of insolvency, or file any petition or action of insolvency or bankruptcy, or for appointment of a receiver or trustee, or make any assignment for the benefit of creditors, or fail to vacate or dismiss within 60 days after filing any such proceedings commenced against you by a third party, become insolvent, make a general assignment for the benefit of creditors, have a receiver appointed to administer or take possession of any part of the franchised business or your assets, or admit to not being able to meet your obligations as they become due or become bankrupt, or become subject to any chapter of the United States Bankruptcy Code, unless you:
  - (i) timely undertake to reaffirm the obligations under this Agreement;
  - (ii) timely comply with all conditions as legally may be imposed by us upon such an undertaking to reaffirm this Agreement; and
  - (iii) timely comply with such other conditions and provide such assurances as may be required in relevant provisions of the United States Bankruptcy Code;

provided, however, that we and you acknowledge that this Agreement constitutes a personal service contract and that we have relied to a degree and in a manner material to this Agreement upon the personal promises of you and/or your directors, officers, shareholders or partners, as the case may be, to participate personally on a full-time basis in the management and operation of the franchised business, and, consequently, we and you agree that any attempt by any other party, including the trustee in bankruptcy or any third party, to assume or to accept an assignment of this Agreement will be void.

- I. Materially misuse or make an unauthorized use of any Marks or commit any act which can reasonably be expected to materially impair the goodwill associated with any Marks.
- J. Fail on three or more separate occasions within any period of 12 consecutive months to submit when due reports or other information or supporting records, to pay when due the Continuing Licensing Fees, advertising contributions, amounts due for purchases from us, our affiliates or suppliers, or other payments due to us or our affiliates, or otherwise fail to comply with this Agreement, whether or not your failures to comply are corrected after we deliver notice to you.
- K. Fail to comply with any requirement of this Agreement or of any related agreement between the parties within twelve months after having received

the most recent of two or more 30-day or 5-day Notices to Cure deficiencies in performance of the same or any other requirement pursuant to this Agreement, whether or not you had corrected your earlier failures to comply after we delivered notice to you.

- L. Allow the franchise or Franchised Store to be seized, taken over, or foreclosed by a creditor, lien holder, or lessor; let a final judgment against you to remain unsatisfied for 30 days (unless a supersedes or other appeal bond is filed); or allow a levy of execution upon the Franchise or upon any property used in the Franchise, that is not discharged by means other than levy within 5 days of the levy.
- M. Violate any health, safety or sanitation law, ordinance, mandate, or regulation or operate the Franchised Store in a manner that presents a health or safety hazard.
- N. Within a period of 10 days after notification of noncompliance, fail to comply with any federal, state or local law or regulation applicable to the operation of the Franchise.
- O. Fail to pay any Franchise, Continuing Licensing, or Branding Fees or other amounts owed pursuant to this Agreement within 5 days after receipt of written notice that the fees or amounts are overdue.

**18.2 Termination after Notice and Opportunity to Cure.** The following provisions are in addition to all other remedies available to us at law or in equity. We will have the option to cure your breaches at your expense. If you breach or default in any of the terms of this Agreement, we have the right to appoint a receiver to take possession, manage and control assets, collect profits, and pay the net income for the operation of the Franchise as ordered by a court of jurisdiction. The right to appoint a receiver will be available regardless of whether waste or danger of loss or destruction of the assets exists, and without the necessity of notice to you.

If any payments to us, our affiliates or vendors of Trade Secret Food Products, are late by more than 5 business days, we may order all Trade Secret Food Product deliveries withheld from you until the payments are received. In addition, we may terminate this Franchise Agreement and any other related agreements and franchise agreements between the parties if you fail or refuse to make payments of any amounts due to us or our affiliates for Continuing Licensing Fees, advertising contributions, purchases from us or our affiliates or any other amounts due to us or our affiliates, and do not correct the failure or refusal within 5 business days after written notice of the failure is delivered to you.

Among other things, you agree that it will be a default constituting a substantial breach of a material provision of this Agreement pursuant to relevant law, thus establishing good cause for termination, and that we may terminate this Franchise Agreement and any other related agreements and franchise agreements between the parties if you breach any other term or provision of this Agreement and do not cure the breach (or reasonably begin to cure and diligently pursue the cure until the breach is remedied) within 30 days after receipt of our written "Notice to Cure." Termination will occur immediately upon delivery to you of our written declaration of termination for failure to cure within the allowed time frame. Among other things, we will have good cause to terminate if you or your owner(s), officer(s), or key employee(s):

- A. Fail to obtain our agreement on a site for the Franchised Store.
- B. Fail to successfully complete the mandatory training programs, including any additional refresher courses or training.
- C. Fail to begin full and continuous operation of the franchise within the time prescribed in this Agreement or fail to continue operation after opening.
- D. Fail to provide weekly statements of gross receipts, provide monthly and annual financial statements, maintain financial records pertaining to the franchise, and permit inspections and audit by us on request.
- E. Fail to remove from the Franchised Store signs or materials prohibited by the Operations Manual.
- F. Transfer all or part of the franchise or of the Franchised Store without first obtaining our prior written permission.
- G. Fail or refuse to comply with any other provision of this Agreement or of the Operations Manual (including any changes, additions, or modifications to it), or of any authorized specification, standard, policy or operating procedure we prescribe, and do not correct the failure within 30 days (or provide proof acceptable to us that you have made all reasonable efforts to correct the failure and will continue to make all reasonable efforts to cure until a cure is effected if the failure cannot reasonably be corrected within 30 days) after written notice of the failure to comply is delivered to you.

18.3 To the extent that the provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation, non-renewal or the like other than in accordance with applicable law, the provisions will, to the extent they are not in accordance with applicable law, not be effective, and we will comply with applicable law in connection with each of these matters. We will not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any mediation, action, arbitration, hearing or dispute relating to this Agreement or the termination of it.

18.4 In addition to our right to terminate this Agreement, and not in lieu of that right or any other rights against you, in the event that you will not have cured a default under this Agreement within the 30 days after receipt of the written "Notice to Cure" from us, we may, at our option, enter upon the premises of the Franchised Store and exercise complete authority with respect to the operation of the business until we determine that your default has been cured and that there is compliance with the requirements of this Agreement. You specifically agree that a designated representative of ours may take over, control, and operate the business. You will pay us a service fee of not less than EIGHT HUNDRED Dollars (\$800) per day plus all travel expenses, room and board and other expenses reasonably incurred by our representative so long as it will be required by the representative to enforce compliance herewith. In addition, if you breach any provision of this Agreement that is curable and we give you notice of the breach, in addition to curing the breach you must pay us a Cure Fee of \$2,500 to help defray our administrative and corporate costs related to the breach and remedy.

18.5 Termination by You. If you have been and remain in full compliance with this Agreement, and we materially breach this Agreement, you may give us written notice of the breach

and 90 days' opportunity to cure. If we have not cured our material breach within this 90-day period, you may terminate this agreement. Provided, however, that you will be bound after termination by all provisions of this agreement that expressly or by reasonable implication survive the termination, including your duty to cease business, not compete, to keep trade secrets confidential, and to indemnify us for any claims.

## 19. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION

Upon termination or expiration, this Agreement and all rights granted to you under this Agreement will forthwith terminate, and:

19.1 You will immediately cease to operate the Franchised Store under this Agreement. You will not thereafter, directly or indirectly, represent to the public or hold yourself out in your business operations as our present or former franchisee.

19.2 We may, upon notice to you, require assignment of your interest in any lease then in effect for the franchised store premises. Upon us exercising our right to assume the lease and providing notice to you, the lease automatically will be deemed assigned to us.

19.3 You will immediately and permanently cease to use, by advertising or in any manner whatsoever, any confidential methods, procedures, and techniques associated with the System; the trademarks, service marks and trade name "SCHMIZZA" and any Marks and distinctive forms, slogans, signs, symbols, logos, or devices associated with the System. In particular, you will cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other articles which display the Marks.

19.4 You will assign to us or our designee any assumed name rights or equivalent registration filed with state, city, or county authorities that contains the name "SCHMIZZA" or any of our other Marks. You will furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

19.5 You agree not to use any reproduction, counterfeit, copy or colorable imitation of the Marks either in connection with any other business or the promotion of such other business, which is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Marks. You further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition. You will make such modifications or alterations to the premises operated under this Agreement (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between us or the System and any other business subsequently operated by you or others. You will make such specific additional changes as we may reasonably request for that purpose, including, without limitation, removal of all distinctive physical and structural features identifying the System. Until all modifications and alterations are completed, you will maintain a conspicuous sign in a form we specify stating that you are no longer associated with us. You will advise all customers or prospective customers coming to the Franchise Premises or telephoning you that you are no longer associated with us. In the event you fail or refuse to comply with the requirements of this Section 19, we will have the right to enter upon the premises where your Franchised Store was conducted, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at your expense, which expense you agree to pay upon demand.

19.6 You will promptly pay all sums owing to us, our affiliates and suppliers. In the event of termination for any default by you, these sums will include all damages, costs, and expenses, including reasonable attorneys' fees, we incur as a result of the default.

**In addition, we may claim and recover damages from you for any material breach, including ongoing Continuing Licensing Fees, Branding Fees and other payments required by this Agreement. The Continuing Licensing Fees payable will be computed as an average of the Continuing Licensing Fees payable by you for the last six months that you conducted the Franchise. If the Franchise has been operating and paying Continuing Licensing Fees for less than six months, the average will be of the weekly Continuing Licensing Fees payable by you during the period of operation. The calculated Continuing Licensing Fees will be due for the balance of the term of this Agreement.**

Termination or expiration of this Agreement will not prejudice to any other rights or remedies that we have in law or in equity, including, without limitation, the right to recover benefit of the bargain damages, including lost revenue for the duration of the term of this Agreement.

19.7 You will pay to us all damages, costs and expenses, including reasonable attorneys' fees, we incur subsequent to the termination or expiration of the franchise for the enforcement of this Agreement.

19.8 You will immediately turn over to us all manuals, including the Confidential Operations Manual, customer lists, records, files, instructions, brochures, agreements, disclosure statements, and any and all other materials provided by us to you relating to the operation of the Franchised Store (all of which are acknowledged to be our property).

19.9 We will have the right, title and interest to any sign or sign faces bearing our Marks. You acknowledge our right to access the premises of the Franchised Store if we elect to take possession of any sign or sign faces bearing our Marks.

19.10 At our option, you must do some or all of the following:

1. Remove all Franchise-related equipment, furnishings, and inventory from the Franchise Premises;
2. Sell the equipment, furnishings, and inventory to us, at fair market value for equipment and furnishings and at your invoice cost for inventory less a **10%** restocking charge. We will not be liable for payment to you for intangibles, including, without limitation, goodwill;
3. Assign to us the lease for the Franchise Premises and ownership and control of any web site you own or control;
4. Sell to us your interest in the Franchise, the Franchise Premises and all related equipment, fixtures, signs, real estate leases, equipment leases and personal property. Unless we state in writing that we do not intend to exercise this right, the parties must agree upon a purchase price and terms within **5** business days after termination of this Agreement. If not, a fair value and fair terms will be determined in Salem, Oregon by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the Franchise and fair terms for the purchase. The appraisers must

exclude from their decision any amount or factor for the "goodwill" or "going concern" value of the Franchise. The decision of the majority of the appraisers will be conclusive. Any time within **30** days after receiving the appraisers' decision, at our option we may purchase the Franchise and your assets at the price and upon the terms determined by the appraisers. If we elect to exercise any option to purchase as provided, we will have the right to set off all amounts due from you under this Agreement, and the cost of the appraisal, if any, against any payment therefore.

19.11 You acknowledge that the rights to all telephone numbers, and facsimile numbers, electronic mail, addressing domain names and Internet addresses used in the operation of the Franchised Store constitute assets of the Franchised Store. Upon termination or expiration of this Agreement you will assign to us or our designee, all your right, title, and interest in and to your telephone and facsimile numbers and electronic mail addresses, domain names and Internet addresses. You will notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone number and any regular, classified or other telephone directory listing associated with the Marks and will authorize a transfer of same to us or at our direction.

If we have authorized you to use the Marks in connection with the Internet, any website, or e-mail address, you will at our option cancel or assign to us or our designate all of your right, title and interest in any Internet websites or web pages, e-mail addresses, domain name listings and registrations which contain the Marks in whole or in part and you will notify Verisign (Network Solutions), register.com, or other applicable domain name registrar and all listing agencies of the termination of your right to use any domain name, web page and other Internet device associated with us or the franchise, and you will authorize and instruct their cancellation or transfer to us, as directed by us. You are not entitled to any compensation from us if we exercise these rights or options. Nothing in this subsection will be deemed to permit you to use the Marks in connection with the Internet, except with our prior written consent as provided in this Agreement.

19.12 You will continue to comply with all provisions in this Agreement that by their terms or by reasonable implication survive the Agreement, including covenants relating to non-competition, non-disclosure of trade secrets, indemnity, and non-transfer of assets.

You agree that upon termination or expiration of this Agreement for any reason, any and all of our obligations to you under this Agreement will immediately cease and terminate and any and all of your rights under this Agreement will also immediately cease and terminate.

## 20. TRANSFERABILITY OF INTEREST

20.1 We can assign and transfer this Agreement and all rights under this Agreement and the assignment or transfer will be binding upon and inure to the benefit of our successors and assigns.

20.2 You may assign or transfer this Agreement and all rights under this Agreement subject to the following conditions and requirements, and our consent and right of first refusal:

20.2.1 You, or owners of any interest in you, may not, without our prior written consent, transfer or encumber any interest in this Agreement or assets of or interest in the franchised business or in any entity that owns any interest in the franchise. You may not, without our prior written consent, fractionalize any of your rights granted pursuant to this Agreement. Any attempted assignment of any of your rights not having our consent will be null and void and will constitute a material default under this Agreement.

We have the right, but not the obligation and without any liability to you, to make available for inspection by any proposed transferee identified by you of all or any part of this Agreement and of our records related to our relationship with you and to your activities and performance under this Agreement. You specifically consent to such disclosure and agree to hold us harmless from any claim, loss or injury that might result from inspection of our records by your intended transferees.

20.2.2 We will not unreasonably withhold or delay our consent to any transfer referenced in this Agreement when requested; provided, however, that the following conditions and requirements will first be met to our full satisfaction.

- 20.2.2.1 If you desire to transfer your rights to an affiliated entity:
- A. The transferee entity will be newly organized and its charter will provide that its activities are confined exclusively to acting as a franchisee as licensed under this Agreement;
  - B. You will be and will remain the owner of or under common control of at least 50.1% of the voting and equity interest of the transferee legal entity;
  - C. Your designated trained manager and owner will remain the designated trained manager and owner of the new entity;
  - D. The transferee entity will enter into a written assignment (in a form satisfactory to us), in which the transferee entity assumes all of your obligations under this Agreement;
  - E. All owners of the transferee entity will enter into a written agreement, in a form satisfactory to us, jointly and severally guaranteeing the full payment and performance of the transferee entity's obligations to us (you and all other owners will personally and unconditionally guarantee the obligations of the new entity and you will remain personally subject to and bound by all terms, conditions, restrictions and prohibitions contained in this Agreement). You, as an owner of the entity agree separately and personally, for yourself and for your successors, heirs and personal representatives, to act as surety for the full and faithful performance of all of the obligations, commitments and payments required of the entity. In that capacity, you agree that we do not have to pursue any remedies we may have against the entity, but rather, may proceed directly and primarily against you with or without joining the entity as principal or as a named party in any proceeding;
  - F. Each certificate of ownership of the transferee entity will have conspicuously endorsed upon it a statement that it is held subject to, and that further assignment or transfer is subject to, all restrictions imposed upon assignments by this Agreement;



- G. No new shares of ownership in the transferee entity will be issued to any person or entity without obtaining our prior written consent;
- H. All of your accrued money obligations to us, our subsidiaries or assignees, will be satisfied prior to transfer.

20.2.2.2 If the transfer is a transfer other than to an affiliated entity:

- A. The transferee(s) will be of good moral character and reputation and will have a good credit rating and competent business qualifications reasonably acceptable to us. You will provide us with such information as we may require to make such determination concerning each such proposed transferee(s). Because we will have a strong and vested interest in the financial viability and ongoing management abilities of the transferee, we will require a review of transferee's operational and business plans demonstrating that the transferee's business operations will work on a cash flow and financial basis in light of the operational history of the subject franchise. The required transfer procedures and policies to affect the transfer are contained in the Operations Manual. We need not consent to a transfer to a competitor of ours nor to a transfer that occurs before the opening of the subject store for operation.
- B. The transferee(s) or such other individual(s) as will be the actual manager of the franchise will have successfully completed and passed the training course then in effect for franchisees, or otherwise demonstrated to our satisfaction, sufficient ability to operate the unit being transferred.
- C. The transferee(s), including all shareholders, owners, officers, directors and partners of the transferee(s), will jointly and severally execute any or all of the following, at our sole discretion and as we will direct:
  - 1. A new Franchise Agreement and other standard ancillary agreements with us on the then current standard forms being used by us. The new Franchise Agreement may contain economic and general terms that are materially different from those contained in this Agreement, except that additional initial franchise fees will not be charged. The term of the new agreement will be for the unexpired term of this Agreement or for a new full term as we will elect; and
  - 2. A written assignment from you in a form satisfactory to us, where transferee will assume all of your obligations under this Agreement.

- D. Our approval of any transfer by you of the franchise granted or any of your rights under this Agreement will in no way be deemed a release by us of your obligations pursuant to this Agreement. Our consent to a transfer of the franchise will not constitute or be interpreted as consent for any future transfer of the franchise.
- E. The term of the agreements that the transferee(s) must execute will be for the unexpired term of this Agreement or for a new full term as we will elect.
- F. If transferee is an entity:
  - 1. Each certificate of ownership the transferee entity will have conspicuously endorsed upon it a statement that it is held subject to, and that further assignment or transfer is subject to, all restrictions imposed upon assignments by this Agreement;
  - 2. No new shares of ownership in the transferee entity will be issued to any person or entity without obtaining our prior written consent; and
  - 3. All owners of the transferee entity will guarantee the performance of the transferee entity of all obligations under this Agreement.
- G. All of your accrued money obligations to us, our subsidiaries, affiliates or assignees, will be satisfied prior to assignment or transfer, and you will not be in default under the terms of this Agreement. Also, you will have paid all ascertained or liquidated debts concerning the franchise
- H. You and we, prior to the transfer, will execute a mutual general release, in a form we prescribe

20.2.3 You will have fully paid and satisfied all of your obligations to us, and the transferee or you will have fully paid to us a transfer fee of the greater of \$16,000 or two percent of the gross proceeds from the sale of the Franchised Store. If the transfer is to one of your management team members or to another operating and fully compliant Franchised Store, the transfer fee may be reduced to \$8,000 if we determine that no training is required for the transferee. If the transfer is to an immediate family member (spouse or children over 21 years of age) or is an assignment of interest to an affiliated entity under Section 20.2.2.1 of this Agreement, the transfer fee may be reduced to \$500 if we determine that no training is required for the transferee. The transfer fee will be paid upon the transfer of each Franchise Agreement transferred by you. In addition, you will pay us an eight-percent commission on the gross transfer price (excluding the price of real property), if we obtain the transferee for you.

20.2.4 No sale, assignment, transfer, conveyance, encumbrance, or gift of any interest in this Agreement or in the franchise granted by this Agreement, will relieve you and the shareholders

or partners participating in any transfer, of the obligations of the covenants contained in Section 17, except where we will expressly authorize in writing.

20.2.5 In an instance in which an existing operating Schmizza store franchise is acquired by transfer, we will provide our basic training course or substitute onsite training appropriate to the knowledge and experience base of the acquiring transferee. This training may be provided by the relevant master franchisee and its staff. The standard in-store franchisor support provided to new owners in Section 6 will NOT be provided to transferee, in light of the fact that the store requires no grand opening. In addition, the grand opening advertising provided in this Agreement will NOT be provided.

If this Agreement is for your first Franchised Store, you are prohibited from acquiring an interest or control of any existing operating Schmizza franchised store until you have opened the Franchised Store covered by this Agreement and until the store has been in operation for a minimum of 180 days and subject to the other terms of this Agreement related to acquiring or transferring franchise ownership interests.

20.3 You must give us 30-days written notice prior to any proposed sale or offer to sell by you. You or we may request more time to comply with any applicable state or federal franchise disclosure laws. You agree to indemnify and hold us harmless for your failure to comply with this Section.

20.4 In addition to the requirement that you give us written notice before any proposed sale or offer to sell by you, you must promptly give us written notice whenever you have entered into a contract to sell your business or any part of the business, which sale will be contingent on our consent and waiver of our right of first refusal. We will have the right of first refusal contained in this Agreement.

20.5 Unless we otherwise agree in writing, no part of the franchise or your business may be transferred until the Franchised Store is fully open and in operation, and no transfer may relate to a store that is no longer in operation. If the lease or sublease for the Franchised Store requires, the lessor or sublessor must have consented to the assignment or sublease of the Franchised Store the transferee. All fixtures and equipment at the Franchised Store must be inspected and certified by a qualified professional inspector to be in good working order and free of operational defects. It will be your responsibility to bring all fixtures and equipment to proper working order before the transfer takes place. The transferee must agree in writing with any third-party leasing company to accept any outstanding lease on equipment or other furnishings or you will resolve such leases and remove that equipment or furnishings from the Franchised Store.

If the Franchised Store is not current on all requirements of the System, you or the transferee must bring the unit into 100% compliance within 60 days of the transfer. This includes refurbishing and remodeling the Franchised Store, and refurbishing, remodeling, and replacing the fixtures, equipment and signage to conform to the current Operations Manual and System.

## 21. YOUR DEATH OR INCAPACITY

21.1 In the event of your death or incapacity if you are an individual (or any partner of you if you are a partnership, or any shareholder owning 50% or more of the capital stock of you if you are a legal entity), the heirs, beneficiaries, devisee, or legal representatives of the individual, partner or shareholders, will, within 180 days of the event:

- A. Apply to us for the right to continue to operate the franchise for the duration of the term of this Agreement and any renewal terms, which right will be granted upon the fulfillment of all of the conditions set forth in this Agreement for transfers other than to an affiliated entity (except that no transfer fee will be required); or
- B. Sell, assign, transfer, or convey your interest in compliance with the provisions of Sections 20.2 and 22 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the 180 days to sell, assign, transfer or convey will be computed from the date of the rejection. For purposes of this Section, our silence on an application made through the 180 days following the event of death or incapacity will be deemed a rejection made on the last day of such period.
- C. In the event of your death or incapacity if you are an individual, or any owner of you if you are a legal entity, where the provisions of Section 20 have not been fulfilled within the time provided, all rights licensed to you under this Agreement will, at our option, terminate and automatically revert to us.

## 22. RIGHT OF FIRST PURCHASE AND RIGHT OF FIRST REFUSAL

22.1 You will give us the right of first purchase before soliciting offers from a third party if you choose to sell your Franchised Store. You agree to notify us in writing if you desire to sell or transfer any interest in you or in your Franchised Store. You will give us sufficient information and documentation to allow us to analyze the status and value of your business. We will elect to exercise our option to purchase within **30** business days after our receipt of your written notification and due diligence information. If we offer you an amount that you do not agree to, you may try to sell to a third party but on no better terms for the purchaser than we offered to you. If you later receive an offer from a third-party purchaser on better terms to that purchaser than we offered to you, you are obligated to re-offer to us pursuant to the below paragraphs. You are obligated before any transfer to a third party to comply with all criteria set forth in this Section entitled "Right of First Purchase and Right of First Refusal" and the Section entitled "Transferability of Interest".

22.2 If you receive a bona fide offer from a third party acting at arm's length to purchase the Franchised Store, a majority interest in ownership of you, or substantially all of the assets of the Franchised Store, which offer is acceptable to you or to your owners, we will have the right to purchase at the bona fide price on the same terms and conditions as offered to you. We may substitute cash for any other form of consideration contained in the offer. Our credit will be deemed to be equal to the credit of any proposed purchaser. At our option, we may pay the entire purchase price at closing. Within **6** days after receipt by you of an acceptable bona fide offer, you will notify us in writing of the terms and conditions of the offer. You will give us sufficient information and documentation to allow us to analyze the status and value of your business. We may exercise this right to purchase within **30** days after receipt of notice from you and due diligence information. If the interest which is the subject of the offer involves less than all of the ownership interest, then in our sole option, our right of first refusal will apply to the entire ownership interest. In such case, the consideration to be received, as set forth in the offer shall be divided by the percentage interest subject to the offer and the resulting quotient shall be the price to be paid for the entire ownership interest. Terms and conditions for the purchase of the entire ownership interest shall be as similar

to the terms and conditions set forth in the offer as practicable, except for the substitute provisions noted above in this section.

If we do not accept the offer within **30** days, you may make the proposed transfer to a third party. The transfer will not be at a lower price nor on more favorable terms than disclosed to us. Any transfer will be subject to our prior written permission described in the Section of this Agreement entitled "Transferability of Interest". If the Franchise is not transferred by you within **6** months from the date it is offered to us, or if any material change is made in the terms of the proposed sale, then you must re-offer to transfer to us before a transfer to a third party.

## 23. INDEPENDENT CONTRACTOR: INDEMNITY

23.1 This Agreement does not constitute you as our agent, legal representative, joint venturer, partner, employee, or servant for any purpose whatsoever. It is understood between the parties that you will be an independent contractor and are in no way authorized to make any contract, agreement, warranty or representation on our behalf, or to create any obligation, express or implied, on our behalf. You acknowledge that you are not in a fiduciary relationship with us.

23.2 In all public and private records, documents, relationships, and dealings, you will show that you are an independent owner of the Franchise. You will prominently indicate on your letterheads and business forms that you are our licensed franchisee by using language saying that you operate an independently owned Franchise. You will prominently display, by posting of a sign within public view, on or in the premises of the franchised location, a statement that clearly indicates that the business is independently owned and operated by you as a franchisee and not as our agent. You will maintain employee records to show clearly that you and your employees are not our employees.

The liability of you and your owners, shareholders, members or partners will be both joint and several. A breach of this Agreement by you or by any shareholder, member or partner will be a breach by all of the shareholders, members or partners and also by you.

23.3 You agree to defend at your own cost and to indemnify and hold us harmless, as well as our shareholders, directors, officers, employees and agents, from and against any and all loss, costs, expenses (including attorneys' fees), damages and liabilities, however caused, resulting directly or indirectly from or pertaining to the use, condition, or construction, equipping, decorating, maintenance or operation of the Franchise, including the sale or delivery of any food products, service or merchandise sold from or through the Franchise, including those brought against you and us jointly alleging that you and we were negligent or otherwise liable. Subject to the provisions of this Agreement pertaining to our Step-In Rights, we will not be liable to you or to any other person because of your act, omission, neglect, or breach. If it is established that both you and we were negligent or otherwise liable, you and we will contribute to the relevant award based upon the adjudicated and assigned respective degree of fault. These losses, claims, costs, expenses, damages and liabilities will include, without limitation, those arising from latent or other defects in the Franchised Store, vehicles, equipment, or any other product or good, whether or not discoverable by us, and those arising from the death or injury to any person or arising from damage to the property of you or us, our respective agents or employees, or any third person, firm or legal entity. However, you need not indemnify us for losses or claims caused wholly through our active negligence or intentional misconduct or any of our agents or employees.

23.4 Employees. You are exclusively responsible to train and make sure your employees and independent contractors meet the standards, specifications and procedures outlined in the

Operations Manual. You will hire only efficient, competent, sober and courteous employees for the conduct of the franchise business and will pay their wages, commissions, piece work and any other compensation justly due with no liability on our part.

- A. You will control your own employees and independent contractors. We will not have the power to hire, fire, direct, supervise, or discipline them. You will maintain complete and accurate employee records and clearly document, in all relevant ways, to show clearly that you and your employees are not our employees.
- B. You must comply with all state and federal laws in respect to your employees. You acknowledge that you have had ample opportunity to investigate these and other laws applicable to your business with your own independent legal counsel before signing this Agreement. You must indemnify and hold us legally harmless from any of your violations of such laws. You are exclusively responsible to create and use employee and human resources handbooks and manuals that you prepare specifically for your business operations tailored to the legal jurisdictions within which you operate with the advice of HR professionals and legal advisors you select.
- C. You exclusively determine the wages and payment rates and methods of payment to your employees and independent contractors. You must pay special attention to federal and state wage and hour laws with respect to your employees. You must comply with all such laws and pay your employees properly. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits.
- D. You are exclusively responsible to monitor, supervise, and control the scheduling, performance, efficiency, and efficacy of your employees and independent contractors and to make adjustments to improve the results of their efforts.
- E. If you decide to share employees or independent contractors with other franchisees, then you will indemnify and hold legally harmless us (and our affiliates, officers, directors, employees and agents) from any claims, losses, attorney fees and damages resulting from such activities. You acknowledge that this provision does not constitute an endorsement to share employees with other franchisees.
- F. You are responsible to train and to make sure your employees and independent contractors meet the standards, specifications and recommendations outlined in the Operations Manual, including those related to appearance, customer service, background checks, and drug testing (as applicable). You are required to hire and maintain sufficient staff in order to handle customer volume at all times. You will ensure that your employees present a neat and clean appearance and render friendly, efficient, sober and courteous service to your customers.
- G. All employees and independent contractors whose duties include customer service must have sufficient literacy and fluency in the English language to serve the public.
- H. You may not hire any employee or independent contractor who has been found guilty of any charges of fiduciary misconduct, any form of unlawful sexual conduct, any felony of any kind, or any similar charges that reflect negatively on the person's moral turpitude and character.
- I. All revenues generated under this Agreement from all business activities of the Franchise must be paid directly to you and not directly to your employee or independent contractor.

## 24. NOTICE AND MISCELLANEOUS

24.1 NON-WAIVER

Our failure to exercise any power reserved to us under this Agreement, or to insist upon your strict compliance with any obligation or condition, will not constitute a waiver of our right to demand exact compliance with the terms of this Agreement. Customs or practices of the parties in variance with the terms of this Agreement will not constitute a waiver of our right to demand exact compliance with the terms of this Agreement. Our waiver of any particular default by you will not be binding unless in writing and executed by the party sought to be charged and will not affect or impair our rights with respect to any subsequent default of the same or of a different nature. Our delay, waiver, forbearance, or omission to exercise any power or rights arising out of any breach or default by you of any of the terms, provisions, or covenants of this Agreement, will not affect or impair our rights and will not constitute a waiver by us of any right or of the right to declare any subsequent breach or default. Our subsequent acceptance of any payment(s) due to us will not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.

Unless otherwise expressly provided to the contrary, our consent, acceptance, approval or authorization you may be required to obtain may be given or withheld by us in our sole discretion, and on any occasion where we are required or permitted to make any judgment, determination or use our discretion, including any decision as to whether any condition or circumstance meets our standards or satisfaction, we may do so in our sole subjective judgment and discretion.

24.2 NOTICES

All notices required by this Agreement will be in writing. They may be sent by certified or registered mail, postage prepaid and return receipt requested or by Federal Express or other reputable air courier service. They may be delivered personally at any location and receipted. Notices will be delivered to you at the Franchised Store, to us at the address set forth below or to other locations specified in writing. Notices sent by certified or registered mail will be deemed to have been delivered and received three business days following the date of mailing or one business day after placement with Federal Express, or other reputable air courier service, requesting delivery on the most expedited basis available.

The following are the addresses of the parties unless and until a different address has been designated by written notice to the other party:

Notices to us: Schmizza International, Inc.  
1500 Liberty Street S.E., Suite 160  
Salem, Oregon 97302

Notices to you: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24.3 ENFORCEMENT OR DEFENSE

The prevailing party in any arbitration, insolvency proceeding, bankruptcy proceeding, suit, or action to enforce this Agreement will recover its arbitration, proceeding, and court costs and reasonable attorney fees. These will be set by the arbitration, proceeding or court, including costs and attorney

fees on appeal or review from the arbitration, proceeding, suit, or action, including previously incurred mediation fees. "Prevailing party" means the party who recovers the greater relief in the proceeding as determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. Attorney fees will include, without limitation, fees incurred in the following: (a) post judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third-party examinations; (d) discovery; and (e) bankruptcy litigation. This subsection is intended to be expressly severable from the other provisions of this agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

In the event that one party to this Agreement is required to employ legal counsel or to incur other expenses to enforce any obligation of the second party, or to defend against any claim, demand, action, or proceeding by reason of the second party's failure to perform any obligation imposed upon the second party by this Agreement (and provided that legal action is filed and such action or the settlement of such action establishes the second party's default) then the first party will be entitled to recover from the second party the amount of all reasonable attorney's fees of such counsel and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding, whether incurred prior to, or in preparation for, or in contemplation of the filing of such action or thereafter.

Any judicial proceeding between two or more of the parties will be governed by the following limitations:

- A. Such judicial proceeding will be considered unique as to its facts and may not be brought as a class action. You and each of your owners waive any right to proceed against us by way of class action. The court will not be precluded from making its own independent determination of the issues in question, notwithstanding the similarity of issues in any other judicial or arbitration proceeding involving any other franchisee. Each party waives the right to claim that a prior disposition of the same or similar issues precludes such independent determination.
- B. The parties agree that a judicial proceeding will be tried before the court sitting without a jury, notwithstanding any State or Federal constitutional or statutory rights. Each party waives any right to have any action tried by jury.
- C. Except with respect to obligations regarding use of the Marks, the Operations Manual and confidential information, the parties waive, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against any other party and agree that the party making any claim directly or indirectly arising from or relating to this Agreement will be limited to recovery of actual and consequential damages sustained.

You recognize the unique value and secondary meaning attached to our methods, our names and marks and our standards of operation and trade practices. You agree that any noncompliance with the terms of this Agreement or any unauthorized or improper use of our methods of operation or names and marks will cause irreparable damage to us and our franchisees. You agree that if you engage in any unauthorized or improper use, during or after the period of this Agreement, we will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.



Our and your rights under this Agreement are cumulative, and the exercise or enforcement of any right or remedy under this Agreement will not preclude exercise or enforcement of any other right or remedy which a party to this Agreement is entitled by law to enforce.] [No right or remedy conferred upon us is exclusive of any other right or remedy in this Agreement or provided by law or equity. Each will be cumulative of every other right or remedy.]

We may employ legal counsel or incur other expense to collect or enforce your obligations or to defend against any claim, demand, action or proceeding because of your failure to perform your obligations. Legal action may be filed by or against us and that action or the settlement of it may establish your breach of this Agreement. If any such event occurs, we may recover from you the amount of our reasonable attorney fees and all other expenses we incur in collecting or enforcing that obligation or in defending against that claim, demand, action or proceeding.

You agree that the existence of any claims you may have will not constitute a defense to the enforcement by us of any of the confidentiality requirements and covenants not to compete described in this Agreement. You acknowledge that any violation of the confidentiality requirements and covenants not to compete would result in irreparable injury to us for which no adequate remedy at law may be available and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete.

You agree that each of the confidentiality requirements and covenants not to compete described in this Agreement will be constructed as independent of any other covenant or provision. If all, parts or any portion of any covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in this Agreement. Each of the covenants described in this Agreement is a separate and independent covenant in each of the separate counties and states in the United States in which we transact business. To the extent that any covenant may be determined to be judicially unenforceable in any county or state, that covenant will not be affected with respect to any other county or state. You understand and acknowledge that we will have the right, in our sole discretion, to reduce the scope of any covenants, confidentiality requirements or covenants not to compete set forth in this Agreement that apply to you or to any other of our franchisees. We may do so without your consent, effective immediately upon your receipt of written notice. You agree that you will comply with any covenant that pertains to you as we so modify it.

You acknowledge we will suffer immediate and irreparable harm that will not be compensable by damages alone if you repudiate or breach any of the provisions of any part of this Agreement that relates to the confidentiality or protection of confidential information and trade secrets or your covenants to not compete against us or our franchise system or your threats or attempts to do so. For this reason, under those circumstances, we, in addition to and without limitation of any other rights, remedies or damages available to us at law or in equity, will be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain the breach, and we will not be required to post a bond as a condition for the granting of this relief. You also agree that a violation of any of your confidentiality or non-competition covenants will entitle us, in addition to all other remedies available at law or equity, to recover from you any and all funds, including, without limitation, wages, salary, and profits, which will be held by you in constructive trust for us, received by you in connection with such violation.

You specifically acknowledge the receipt of adequate consideration for the confidentiality and non-competition covenants contained in this Agreement and that we are entitled to require you to comply with these covenants. Those covenants will survive termination or expiration of this Agreement. You represent that if this Agreement expires or is terminated, whether voluntarily or involuntarily, you have experience and capabilities sufficient to enable you to find employment or otherwise earn a livelihood in areas which do not violate this Agreement and that our enforcement of a remedy by way of injunction will not prevent you from earning a livelihood.

Except with respect to the parties' obligation to indemnify each other as outlined in this Agreement, we and you and our respective principals waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special and consequential damages against the other (including lost profits incurred as a result of any termination of this Agreement) and agree that, in the event of a dispute between you and us, the party making a claim shall be limited to equitable relief and to recovery of any direct or general damages it sustains.

#### 24.4 ENTIRE AGREEMENT

This Agreement, any exhibit attached to this Agreement, and the documents referred to in this Agreement, will be construed together and constitute the entire, full and complete agreement between us and you concerning the subject matter, and supersede all prior agreements. No previous course of dealing or usage in the trade not specifically set forth in this Agreement will be admissible to explain, modify, or contradict this Agreement. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing by both parties.

The words "this Agreement" include any future modifications unless otherwise suggested by the context. No salesperson, representative, or other person has the authority to bind or obligate us in any way, except our president or a vice president at our home office by an instrument in writing. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third party will have the right to claim the benefit of any provision of this Agreement as a third-party beneficiary of that provision.

#### 24.5 SEVERABILITY AND CONSTRUCTION AND OTHER AGREEMENTS

Each Section, part, term and/or provision of this Agreement will be considered severable. If, for any reason, any Section, part, term and/or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such will not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement. The latter will continue to be given full force and effect and bind the parties; and the invalid sections, parts, terms and/or provisions will be deemed not part of this Agreement. Provided, however, that if we determine that the finding of illegality materially and adversely affects the basic consideration of this Agreement, we may, at our option, terminate this Agreement.

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than us or you and our and your respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under or by reason of this Agreement.

You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately stated in and made a part of this Agreement, that may result from striking from any of the provisions any portion or portions which a court may hold to be unreasonable and

unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

All captions in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision. The singular usage includes the plural and the masculine and neuter usages include the other and the feminine. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement will specifically not be applicable to the interpretation of this Agreement.

This document including any exhibits attached to this Agreement and the documents referred to in this Agreement will be construed together and constitute the entire agreement between the parties. There are no other oral or implied understandings between the parties with respect to the subject matter of this Agreement. Except as expressly and otherwise provided in this Agreement, this Agreement may not be modified, nor may any rights be waived or abridged, orally or by course of dealing, but only by a written instrument signed by the parties. The words "this Agreement" include any future modifications unless otherwise suggested by the context. No salesperson, representative, or other person has the authority to bind or obligate us in any way, except our president or a vice president at our home office by an instrument in writing.

This document supersedes all communications and negotiations between the parties that relate to the subject matter of this Agreement. No previous course of dealing or usage in the trade not specifically set forth in this Agreement will be admissible to explain, modify, or contradict this Agreement. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third party will have the right to claim the benefit of any provision of this Agreement as a third-party beneficiary of that provision.

The words "will," "shall" and "must" used in this Agreement indicate a mandatory obligation.

The rule of construction that a written agreement is construed against the party preparing or drafting such agreement will specifically not be applicable to the interpretation of this Agreement.

Neither this Agreement nor any uncertainty or ambiguity will be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all the parties. We and you intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

All captions and headings are for reference purposes only and are not part of this Agreement.

This Agreement may be executed in triplicate, and each copy so executed will be deemed an original. If there is any typographical, word processing, printing or copying error in this Agreement, the error will be interpreted and corrected consistent with the following order of interpretation:

1. The content and expressed intent and exhibits of our Franchise Disclosure Document(s) previously delivered to you.
2. The content and expressed intent of franchise agreements we have executed with our other franchises reasonably contemporaneous to this Agreement.

The recitals set forth in this Agreement are specifically incorporated into and constitute a part of the terms of this Agreement.

If, any part of this Agreement is declared invalid, that declaration will not affect the validity of the remaining portion which will remain in full force and effect as if this Agreement had been executed with the invalid portion omitted. The parties declare their intention that they would have executed the remaining portion of this Agreement without including any part, parts, or portions which may be declared invalid in the future. Provided, however, that if we determine that the finding of invalidity materially and adversely affects the basic consideration of this Agreement, we may, at our option, terminate this Agreement.

If you or any of your shareholders, partners, or officers violate any material provision of this or any other franchise or similar agreement with us, that breach will be considered a breach of this Agreement and each of the other agreements. We then may terminate or otherwise enforce this Agreement and the other agreements.

Whenever this Agreement requires that you and we enter into a release, such as for a transfer or renewal, the release will be in substantially the following form:

You (and your owners, members, partners, officers, and directors) and we will agree to the following mutual general release, subject to and following laws applicable in your jurisdiction, to release you from any claims we may have against you and us from any claims you may have against us:

In consideration of the mutual covenants and understandings set forth in this release agreement, you and we do release and discharge the other and their respective current and former owners, partners, directors, officers, employees and agents from all obligations, duties, covenants and responsibilities to be performed under your franchise agreement with us related to the franchise and the franchise premises ("your Prior Franchise Agreement").

You and we do release and forever discharge the other and our respective current and former owners, partners, directors, officers, members, employees and agents from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute, arising directly or indirectly out of the negotiation of, execution of, performance of, nonperformance, or breach of your Prior Franchise Agreement and any related agreements between you and us and out of any other action or relationship between you and us arising prior to the date of this release agreement.

You and we represent that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims, known or unknown, arising directly or indirectly out of your Prior Franchise Agreement and the relationship between you and us prior to the date of this release agreement, including economic loss.

It is expressly understood and agreed that this release is intended to cover and does cover not only all known losses and damages but any further losses and damages not now known or anticipated but which may later develop or be discovered, which arise under your Prior Franchise Agreement, including all effects and consequences.

These releases are intended to waive, release and discharge all claims, other than these expressly reserved:

any future claims we may have against you for: your past, present or future violation of the post-termination covenants in your Prior Franchise Agreement and [fill in blank as appropriate] \_\_\_\_\_

any future claims you may have against us for: [fill in blank as appropriate]  
\_\_\_\_\_

with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

You and we waive the benefit of both statute and any other legal doctrine or principle of similar effect in any jurisdiction.

#### 24.6 TIME IS OF THE ESSENCE

Time and strict performance are of the essence of this Agreement. ("Time is of the essence" is a legal term that emphasizes the strictness of time limits. In this Agreement, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.)

#### 24.7 APPLICABLE LAW AND VENUE

This Agreement takes effect upon our acceptance and execution of it in Oregon, and it will be interpreted and construed under the laws of Oregon, which laws will prevail in the event of any conflict of law, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15, U.S.C. Sections 1051 et seq.) and except in those states whose franchise laws require exclusive application of those laws.

This Agreement will be governed by the substantive laws of Oregon without regard to Oregon choice of law provisions. Provided, however, that any law of the state of Oregon that regulates the sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section. This choice of laws will not include and does not extend the scope of application of any Oregon franchise or business opportunity laws except as they may otherwise apply pursuant to their terms and definitions. No franchise or business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law statute, law or regulation of Oregon or any other state is intended to be made applicable to this Agreement unless it would otherwise apply absent this paragraph. The foregoing will not be construed as a waiver of any of your rights under any applicable franchise registration, disclosure or relationship law of another territory, state or commonwealth. Any portion of this Agreement that requires enforcement in any other state, and is

enforceable under the laws of that state but not of Oregon, will be construed and enforced according to the laws of that state.

The parties have negotiated regarding a forum in which to resolve any disputes arising between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding and all issues or disagreements relating to this agreement will be mediated, arbitrated, tried, heard, and decided in Salem, Marion County, Oregon, which you agree is the most convenient venue for these purposes. You acknowledge and agree that this location for venue is reasonable and the most beneficial to the needs of and best meets the interest of, all of the members of our franchise network.

The parties do hereby waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be deemed, exclusive of any other right or remedy or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

Nothing contained in this Agreement will bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. If applicable law will imply such a covenant, the parties acknowledge and agree that:

- A. This Agreement (and the relationship of the parties which is inherent from this Agreement) grants us the discretion to make decisions, take actions or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests;
- B. We will use our business judgment in exercising our discretion based on our assessment of our own interests and balancing those interests against the interests of the owners of other Schmizza businesses generally (including us, our franchisees and parties related to us) and specifically without considering your individual interests or the individual interests of any other particular franchisee;
- C. We will have no liability to you for the exercise of our discretion in this manner, so long as our discretion is not exercised in bad faith toward you; and
- D. In the absence of bad faith, no trier of fact in any judicial or arbitration proceeding will substitute its judgment for the business judgment we exercise.

If, at any time during the term of this Agreement, you consist of two or more persons (whether acting in partnership or otherwise and whether or not all have signed this Agreement), the rights, privileges and benefits granted to you in this Agreement may only be exercised and enjoyed jointly; and you

obligations, liabilities and responsibilities under this Agreement will be joint and several obligations of each such person.

#### 24.8 NEGOTIATION AND MEDIATION

Any dispute arising out of or relating to this Agreement will first be the subject of good faith negotiation between the parties. If good faith negotiations do not resolve the dispute, then before taking any other legal action, the parties agree to participate in at least 8 hours of mediation in accordance with the Mediation Procedures of the American Arbitration Association or of any similar organization that specializes in the mediation of commercial franchise business disputes. Mediation will take place in Marion County, Oregon. The parties agree to equally share the costs of mediation. Mediation may be specifically enforced by either party. This agreement to mediate will survive termination or expiration of this Agreement.

Injunctive relief and or claims of specific performance sought pursuant to or authorized by this Agreement, are not subject to, nor can be avoided by, the mediation terms of this Agreement, and may be brought in any court of competent jurisdiction.

Except where either of us believes it is necessary to seek equitable relief to preserve the goodwill of our respective businesses (including, but not limited to, the enforcement of obligations upon termination of this Agreement and the covenants not to compete contained in this Agreement), we each agree to enter into mediation of all disputes involving this Agreement or any other aspect of the relationship between us, prior to initiating any legal action against the other.

1. Upon written notice by either of us to the other of our desire to mediate, the party receiving the notice will select an independent entity that provides mediation services to serve as mediator in the proceeding. If the party receiving the notice of intent to mediate does not name such an organization within ten days from the date the notice of intention to mediate is received, then the other party may proceed as if this Section did not exist, or, at its option, make the selection of the organization to provide mediation services. If one of us selects an organization that is unwilling to serve as mediator, then the other one of us may select the organization. Once the organization is designated and agrees to accept the appointment as mediator, the organization will be directed to schedule a mediation proceeding at a time mutually convenient to us and to you. The mediation will be held within thirty days following receipt by the mediation organization of notification that its services are requested. If you and we cannot agree on a date for mediation, then the mediation organization will select a date it believes is reasonable for both of us, given all of the claimed conflicts in dates. The person actually mediating the dispute will be required to have at least five years of experience in franchise law. You and we will equally share the cost of the mediator. The mediator will select the location for the mediation, but unless we both agree otherwise, mediation will be held in Marion County Oregon.
2. Except for the matters identified above where you or we are permitted to bring an action without first mediating the dispute, if either party initiates litigation without complying with their obligation to mediate in accordance with this paragraph (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section), then upon petition of whichever of us has a lawsuit proceeding brought against us, the court will dismiss the litigation without prejudice, and award attorneys' fees and costs to the party seeking dismissal in an amount equal to the attorneys' fees and costs the

party seeking dismissal incurred. If the court refuses for any reason to dismiss the action, then regardless of the outcome of the action, or of any award given in the action, the party initiating the litigation will be responsible for all attorneys' fees and costs incurred throughout the litigation by the other party as damages for failing to comply with the provisions of this Section.

3. The parties shall participate in good faith in the entire mediation, including the mediation conference, with the intention of resolving the dispute, if at all possible. The parties shall each send at least one representative to the mediation conference who has authority to enter into a binding contract on that party's behalf and on behalf of all principals of that party who are required by the terms of the parties' settlement to be personally bound by it. The parties recognize and agree, however, that the mediator's recommendations and decision shall not be binding on the parties.
4. If one party breaches this Agreement by refusing to participate in the mediation or not complying with the requirements for conducting the mediation, the non-breaching party may immediately file suit and take such other action to enforce its rights as permitted by law and the breaching party shall be obligated to pay: (i) the mediator's fees and costs, (ii) the non-breaching party's reasonable attorneys' fees and costs incurred in connection with the mediation, and (iii) to the extent permitted by law, the non-breaching party's reasonable attorneys' fees and costs incurred in any suit arising out of the same dispute, regardless of whether the non-breaching party is the prevailing party. Additionally, in connection with (iii), the breaching party shall forfeit any right to recover its attorneys' fees and costs should it prevail in the suit. The parties agree that the foregoing conditions are necessary in order to encourage meaningful mediation as a means for efficiently resolving any disputes that may arise.

The mediator will be disqualified as a witness, expert or counsel for any party with respect to the matters in dispute and any other matter related to this Agreement. Mediation is a compromise negotiation and will constitute privileged communications under all applicable laws. The entire mediation process will be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties will not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission as a result of its use in the mediation.

Nothing contained in this Agreement will bar the right of either party to seek and obtain temporary injunctive relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that will cause loss or damage, pending completion of the mediation.

Mediation may be specifically enforced by either party. This agreement to mediate will survive termination or expiration of this Agreement.

#### 24.9 EXECUTION IN COUNTERPARTS AND OUR ACCEPTANCE

This Agreement will be binding upon you at the time you sign it and deliver it to us. This Agreement will not be binding upon us until we accept it in writing by one of our principal officers at our home office. If we do not accept it within 60 days, this Agreement will no longer be binding upon you. This



Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original. Delivery of executed signature pages of this Agreement by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

#### 24.10 ACKNOWLEDGEMENTS

You acknowledge that:

Neither you, nor your spouse, nor your children, nor your parents, nor anyone who has an interest in or who will manage the franchise, nor any of your partners or affiliates:

- supports terrorism,
- provides money or financial services to terrorists,
- receives money or financial services from terrorists or institutions that support terrorists,
- is engaged in terrorism, or
- is on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of “Specially Designated Nationals” and “Blocked Persons” under the “USA Patriot Act” 18 USC Section 1900 et seq.

Neither you nor any of these persons has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and each is eligible under applicable U.S. immigration laws to communicate with and travel to the United States to fulfill your obligations under your agreements with us.

You represent and warrant that:

Neither you nor any of your owners or agents conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act (“**Patriot Act**”) and any amendments or successors thereto.

Neither you, any of your owners nor any employee or agent is named as a “Specially Designated Nationals” or “Blocked Persons” as designated by the U.S. Department of the Treasury’s Office of Foreign Assets Control (currently, this list is published under the Internet website address: [www.treasury.gov/offices/enforcement/ofac/](http://www.treasury.gov/offices/enforcement/ofac/)), and that you are neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo, nor do you or your owners or agents act directly or indirectly on behalf of the government of any country that is subject to a United States embargo. You agree that you will notify us in writing immediately of the occurrence of any event, which renders the foregoing representations and warranties of this subsection incorrect.

You understand and have been advised by legal counsel on the requirements of the applicable laws referred to above, including the United States Foreign Corrupt Practices Act (currently located at: [www.usdoj.gov/criminal/fraud/fcpa.html](http://www.usdoj.gov/criminal/fraud/fcpa.html)), any local foreign corrupt practices laws and the Patriot Act (currently located at: [www.epic.org/privacy/terrorism/usapatriot/](http://www.epic.org/privacy/terrorism/usapatriot/)), and you acknowledge the importance to us,

the Method of Operation and the parties' relationship of their respective compliance with any applicable auditing requirements and any requirement to report or provide access to information to us or any government, that is made part of any applicable law or regulation. You will take all reasonable steps to require your consultants, agents and employees to comply with such laws prior to engaging or employing any such persons.

You acknowledge that:

- A. As an inducement to your entry into this Agreement, that you have made no misrepresentations in obtaining this Agreement.
- B. You have investigated the potential of the market area in which you are to establish and operate the Franchised Store. You agree that the initial franchise fee represents fair consideration for the opportunity to establish and operate the Franchised Store.
- C. You are aware of the fact that some present and future Schmizza franchisees may operate under different forms of agreement and, consequently, that our obligations and rights in respect to our various present and future franchisees may differ materially in certain circumstances.
- D. We may conduct investigations and make inquiries of any person or persons we, in our reasonable judgment, believe appropriate concerning the credit standing, character, and professional and personal qualifications of you and your owners, shareholders, members and partners. You authorize us to conduct these investigations and to make these inquiries. We agree to comply with the requirements of laws that apply to these investigations and inquiries.
- E. You are able to devote your full time and best efforts in the day-to-day operations of your Franchised Store or that you have the business management skills necessary to successfully hire a general manager to run the day-to-day operations of the franchised business.

**Release of Prior Claims.** By executing this Agreement, you, on behalf of yourself and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever release and discharge us, our past and present employees, agents, members, area developers, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all claims relating to or arising out of any franchise agreement between the parties executed prior to the date of this Agreement, and all other prior claims relating to any dealings between any of the parties. However, this release does not apply to any claim you may have arising from representations in our Franchise Disclosure Document, or its exhibits or amendments.

The parties, intending to be legally bound, have duly executed this Agreement the day and year first above written.

("We, Us"): SCHMIZZA INTERNATIONAL, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

All owners of you if you are an entity must sign here in their individual capacities and are bound personally to your obligations in this Franchise Agreement. In addition, a duly authorized officer or owner must sign on behalf of any business entity.

("You"): \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_,  
an individual

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_,  
an individual

**EXHIBIT 1 TO THE FRANCHISE AGREEMENT**

**FACT SHEET**

**SCHMIZZA INTERNATIONAL, INC.**

1500 Liberty Street SE, Suite 160

Salem, OR 97302

(503) 371-9318

Franchisee: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Entity Type: \_\_\_\_\_  
Date of Formation or Incorporation: \_\_\_\_\_  
Principals and Owners of Franchisee Entity and  
Home Addresses (use other pages if  
necessary): \_\_\_\_\_  
Description and Address of Existing  
Restaurants Pursuant to Section 17.2 \_\_\_\_\_

Consent \_\_\_\_\_ of \_\_\_\_\_ Franchisor:

By \_\_\_\_\_

Title: \_\_\_\_\_

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

Check Type of Franchise Purchased:

\_\_\_ Pizza Schmizza:

\_\_\_ Schmizza Pub & Grub:

\_\_\_ Schmizza Public House:

Insert When Known:

Store Number: \_\_\_\_\_

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

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

Franchise Disclosure Document Date: \_\_\_\_\_

Franchise Agreement Date: \_\_\_\_\_

Store Manager: \_\_\_\_\_

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

Franchise Premises (Franchise Agreement 2.2): If the location for your Franchised Store has not been determined when this Agreement is executed, you are responsible for selecting the site for the Franchised Store within an area in the United States of America that is legally available pursuant to state and federal franchise disclosure and registration laws and pursuant to contractual commitments with other Schmizza franchisees, and in compliance with our franchise placement, market development and demographic criteria.

**EXHIBIT 2 TO STANDARD FRANCHISE AGREEMENT**

**EXHIBIT 2**

**TO**

**FRANCHISE AGREEMENT**

---

**MULTIPLE FRANCHISE PURCHASE ADDENDUM**

---

**FRANCHISE AGREEMENT ADDENDUM  
MULTIPLE FRANCHISE PURCHASES**

This Addendum is between **SCHMIZZA INTERNATIONAL, INC.**, an Oregon corporation having its principal place of business at 1500 Liberty Street S.E., Suite 160, Salem, Oregon, 97302 (“we, us”) and \_\_\_\_\_

\_\_\_\_\_ (jointly and severally “you”).

We and you are parties to a Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_.

The following additional provisions are agreed to by the parties with respect to the attached Franchise Agreement of which this Addendum is a part (the “Franchise Agreement.”) In the event of conflict, the provisions of this Addendum supersede the corresponding provisions of the Franchise Agreement.

We expressly disclaim the making of and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Multiple Purchase Addendum and our standard Franchise Disclosure Document and franchise agreement, except as specifically disclosed in Item 19 and Exhibit A of the Franchise Disclosure Document. You acknowledge that you have read the Franchise Agreement and this Addendum and our Franchise Disclosure Document. You have no knowledge of any representations by us, or our officers, directors, shareholders, employees or agents that are contrary to the statements made in our Franchise Disclosure Document and the Franchise Agreement.

1. **INITIAL FRANCHISE FEE.** The Initial Franchise Fee established in Section 2 of the Franchise Agreement and paid upon execution of this Addendum is \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

2. **DESIGNATED TERRITORY.** We grant to you, subject to the terms and conditions of the Franchise Agreement and this Addendum, the right to establish and operate your Franchised Stores within the following territory (the “Designated Territory): \_\_\_\_\_ .Except as otherwise provided in the Franchise Agreement or this Addendum, we will not establish nor license anyone other than you to establish any Schmizza facility in the Designated Territory from the date of this Addendum until expiration or termination of the development schedule set forth below.

We and our parents, affiliates, predecessors and subsidiaries may establish, operate, own or franchise any business, including competitive businesses, anywhere, including within your Designated Territory, using marks different than the “Marks” as defined in this Agreement. This includes outlets operated or franchised by our affiliate company, Figaro’s Italian Pizza, Inc., using the Figaro’s or Nick-N-Willis’s marks.

You have no right under this Addendum to sub-license others.

3. **DEVELOPMENT SCHEDULE.** Subsection 4.4 of the Franchise Agreement is modified to read as follows:

"If this Agreement represents your first Franchised Store and if no acceptable site is found and approved by the parties and opened for business within 18 months from the date of this Agreement or if you fail to commence operations within 18 months for any reason, then, upon 30 day's prior written notice and opportunity to cure, this Agreement may be terminated and we will return payments received from you for this first franchise less \$39,000.

If this Agreement represents an additional Agreement for a Franchised Store of the Franchisee Entity, then the time to open the Franchised Store will be:

1st Franchised Store	18 months
2nd Franchised Store	36 months
3rd Franchised Store	54 months
4th Franchised Store	72 months
5th Franchised Store	90 months
6th Franchised Store	108 months
7th Franchised Store	126 months
8th Franchised Store	144 months
9th Franchised Store	162 months
10th Franchised Store	180 months
11th Franchised Store	198 months
12th Franchised Store	216 months
13th Franchised Store	234 months

from the date of this Agreement. The Franchised Store purchased pursuant to this Agreement is the \_\_\_\_th Franchised Store and must open no later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. If this date is beyond the ten-year [\_\_\_\_ year] term of the Franchise Agreement, the parties agree that they will execute Franchisor's then-current franchise agreement forms with appropriate modification to reflect the multiple purchase nature of this transaction. If no acceptable site is found and approved by the parties for the additional site and the Franchised Store opened for business within the time period specified in the preceding sentence, this Agreement will terminate without notice by either party to the other on that date, and no portion of any payment you made to us will be refundable or returned to you. Upon termination pursuant to this Section, we will be fully and forever released from any claims or causes of action you may have under or pursuant to this Agreement and any right, title or interest in this Agreement, the Marks or the System will automatically revert to us.

Any failure to commence operation caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that we deem reasonable under the circumstances."

Section 3.1 of the Franchise Agreement is modified to read:

"This Agreement will be effective and binding from the date of its execution. It will expire without notice by either party to the other, unless renewed as provided below, ten-years [\_\_\_\_ years] after the date the Franchised Store opens for business operations."

If, within two years of your successful completion of the development schedule set forth above:



- we determine that it is desirable to establish additional Franchised Stores in the Designated Territory, and
- you are then in compliance with all terms and conditions of the Franchise Agreement and all other agreements between you and us, and
- you meet our then current standards for new or renewing franchisees,

you will have a right of first refusal to purchase additional franchise agreements to establish the additional Franchised Stores within the Designated Territory upon our then-current terms and conditions. In that event, we will submit to you the relevant franchise agreements and you will have 30 days after receipt to execute and return the agreements to us. If you do not exercise this right of first refusal, we thereafter may elect to establish or license others to establish Schmizza facilities in the Designated Territory.

**4. DEFAULT AND TERMINATION.** The parties have executed a number of franchise agreements contemporaneously with the Franchise Agreement as part of a multiple franchise purchase. Any material violation or breach of any such agreement, or of any other franchise agreement between the parties or of any other agreement between the parties related to the Schmizza franchise system will be deemed a material violation of the Franchise Agreement and this Addendum, of all such other franchise agreements, and of all such other agreements. The non-breaching party then will be entitled to enforce the penalties of or to terminate the Franchise Agreement and this Addendum and any or all of such other franchise agreements and such other agreements as provided in the Franchise Agreement for enforcement or termination.

If the franchise represented by this Addendum is not opened by the date set forth above, we will have the right to terminate the Franchise Agreement and this Addendum. We then may establish or license others to establish Schmizza facilities in the Designated Territory.

Upon any other default under the Franchise Agreement or any other franchise agreement between the parties, we, in our discretion, may do any one of the following:

- a. Terminate the Franchise Agreement and this Addendum and all rights granted hereunder without affording you any opportunity to cure the default, except as otherwise described in the Franchise Agreement, effective immediately upon your receipt of written notice from us (except if the default is limited to the failure to open an earlier franchise by the date established in the Development Schedule);
- b. Reduce the number of Franchised Stores granted to you in the Development Schedule, above;
- c. Terminate the Designated Territory granted to you, or reduce the area of the Designated Territory.

Upon termination of the Franchise Agreement, all of your remaining franchise agreements for Franchised Stores that have not yet been opened for business in the Designated Territory, and which we elect to not reserve for you to open in the Designated Territory pursuant to (b) and (c) above, may thereafter be opened at any available location where we have the right to offer and place franchises. We may establish or license others to establish Schmizza stores in the Designated Territory.

No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or equity.

5. **TRAINING.** We will have no obligation to provide franchise training to you at our expense except pursuant to your first franchise agreement.

1. **TRANSFER.**

a. We may transfer all or any part of our rights or obligations under the Franchise Agreement, including this Addendum to any person or legal entity.

b. You understand and acknowledge that the rights and duties set forth in the Franchise Agreement and this Addendum are personal to you and are granted in reliance upon your personal qualifications. You represent to us that you have entered into the Franchise Agreement and this Addendum with the intention of complying with its terms and conditions and not for the purpose of resale or other transfer of the developmental rights.

c. Neither you nor any of your partners or shareholders will, without our prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in the Franchise Agreement or this Addendum or in you. Any proposed assignment occurring by operation of law or otherwise, including any assignment by the trustee in bankruptcy, without our prior written consent will be a material default of this Addendum.

d. If you are in full compliance with this Agreement, we will not unreasonably withhold our approval of an assignment or transfer to proposed assignees or transferees who are of good moral character and have sufficient business experience aptitude and financial resources and otherwise meet our then applicable standards for area developers and are willing to assume all of your obligations and to execute and be bound by all provisions of our then current form of Franchise Agreement and Multiple Purchase Addendum, for a term equal to the remaining term of this Addendum. As a condition to granting our approval of any assignment or transfer, we may require you or the assignee or transferee to pay to us an assignment fee to defray expenses we incur in connection with the assignment or transfer, including but not limited to administrative costs, overhead, legal and accounting expenses, credit and other investigation charges and evaluation of the assignee or transferee and the terms of the assignment or additional costs related to the transfer not to exceed \$16,000 for the first store and if multiple stores are sold to a single buyer in a single transaction, not to exceed \$500 for the second and each additional store sold in that transaction. We may require you and your owners to execute a general release in our favor in a form satisfactory to us as a condition to our approval of any propose assignment of the Franchise Agreement or ownership of you.

e. You may assign the Franchise Agreement, including this Addendum, to a partnership or corporation which conducts no business other than the business contemplated under the Franchise Agreement and which you actively manage and in which you own and control not less than 51% of the general partnership interest or the equity and voting power, provided that all partners or shareholders must execute an Assignment Agreement in form we approve undertaking to be bound jointly and severally by all provisions of the Franchise Agreement and this Addendum. All issued and outstanding stock certificates of the corporation or evidence of ownership in any other legal entity must bear a legend reflecting or referring to these restrictions.

f. If at any time you decide to sell, transfer or otherwise dispose of all or part of your rights under the Franchise Agreement, including this Addendum, or an ownership interest in you, you must deliver a bona fide, executed written offer to purchase to us. We then will have the right, for a period of 30 days from the date we receive the offer, exercisable by written notice to you, to purchase all of your rights under the Franchise Agreement or such ownership interest in you at the price and on the terms and conditions contained in the offer. We may substitute cash for any form of payment proposed in the offer. If we do not exercise this right of first refusal, you may accept the offer, subject to our prior written approval as provided in the Franchise Agreement.

7. **MISCELLANEOUS.** We make no warranties or guarantees upon which you may rely and we assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or services to you in connection with the Franchise Agreement or this Addendum, or by reason of any neglect, delay or denial of any request you make of us.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

("We/Us"):  
SCHMIZZA INTERNATIONAL, INC.

("You"):

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 3 – SBA ADDENDUM TO  
SCHMIZZA INTERNATIONAL, INC  
FRANCHISE AGREEMENT**

THIS ADDENDUM (Addendum) is made and entered into on \_\_\_\_\_, 201\_\_\_\_, by Schmizza International, Inc., located at 1500 Liberty Street S.E., Suite 160 – Salem, Oregon 97302 (Franchisor), and \_\_\_\_\_, located at \_\_\_\_\_ (Franchisee).

Franchisor and Franchisee entered into a Franchise Agreement on \_\_\_\_\_, 20\_\_\_\_, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for a loan (“Loan”) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

**CHANGE OF OWNERSHIP**

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

**FORCED SALE OF ASSETS**

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

**COVENANTS**

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor may not record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions.

**EMPLOYMENT**

- Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

**FRANCHISOR:**

**FRANCHISEE:**

**Schmizza International, Inc.**

By: \_\_\_\_\_  
Ron Berger, Chairman/CEO

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note to Parties: This Addendum only addresses “affiliation” between the Franchisor and Franchisee. Additionally, applicant Franchisee and the franchise system must meet all SBA eligibility requirements.**

**EXHIBIT C**

**TO**

**DISCLOSURE DOCUMENT**

---

**NAMES AND ADDRESSES OF STATE REGULATORY  
AUTHORITIES AND REGISTERED AGENTS IN STATES**

---

## EXHIBIT C

### NAMES AND ADDRESSES OF STATE REGULATORY AUTHORITIES AND REGISTERED AGENTS IN STATES

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	California Commissioner of Financial Protection and Innovation:  Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505  Sacramento: 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205  San Diego: 1455 Frazee Road, Suite 315 San Diego, CA 92108 (619) 525-4233  San Francisco: One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8559	Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 (213) 576-7505
CONNECTICUT	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232
FLORIDA	[Not Applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
HAWAII	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813-2921	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813-2921
ILLINOIS	(808) 586-2722 Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	(808) 586-2722 Chief, Franchise Bureau Illinois Attorney General 100 W. Randolph Street Chicago, IL 60601 (312) 814-3892
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottawa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328	Deputy Commissioner Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328



STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
NEW YORK	Secretary of State of the State of New York 162 Washington Street Albany, NY 12231	Assistant Attorney General Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211
NORTH DAKOTA	North Dakota Securities Department Fifth Floor 600 East Boulevard Bismarck, ND 58505	Franchise Examiner North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Business Regulation Division of Securities Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	Director of South Dakota Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Franchise Administrator Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-4013
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
UTAH	[Not Applicable]	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street Richmond, VA 23219 (804) 371-9672	Chief Examiner/Investigator State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Olympia, WA 98507 (360) 902-8760	Administrator Dept. of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4 <sup>th</sup> Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4 <sup>th</sup> Floor Madison, WI 53703 (608) 261-9555
FEDERAL TRADE COMMISSION		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street, NW Washington, D.C. 20580 (202) 326-3128

**EXHIBIT D**

**TO**

**DISCLOSURE DOCUMENT**

---

**MASTER TABLE OF CONTENTS  
OF THE CONFIDENTIAL OPERATIONS MANUALS**

---

**EXHIBIT D**

**PIZZA SCHMIZZA**

**FRANCHISE OPERATIONS MANUALS**

**GENERAL INFORMATION**

Table of Contents .....2  
Receipt and Confidentiality Agreement .....3  
Introduction .....4  
Co-Branded Schmizzas .....5  
Standardization .....5  
Store Hours / Holidays .....5  
Standard Uniform / Grooming .....5  
Managerial Accounting .....6  
Inventory: Purchasing, Receiving and Tracking .....6  
Night Drops Deliveries .....7  
Monthly Financial Statements .....7  
Sample Statements .....7  
Credit/Charge Accounts and Billing .....13  
Gift Cards .....14  
Scheduling .....15  
Payroll .....15  
Cash Controls and Daily Banking .....16  
Reporting .....19  
Continuing Licensing and Branding Fee Payment Methods .....19  
Advertising Accounting .....19  
Insurance Requirements and Policy Limits .....21  
Certificate of Insurance .....21  
Product .....23  
Approved Vendors/Inventory Items .....24  
Inventory .....25  
Approved Menu Items .....32  
Food, Paper, Beverage Cost Control .....33  
Schmizza Gear .....34  
Equipment .....35  
Approved Vendors .....35  
Approved Equipment .....36  
Evaluating Operations .....41  
Secret Shopper Report .....46  
Transfers .....53  
Fee Schedule .....

**EMPLOYEE TRAINING**

Table of Contents .....2  
Job Descriptions .....3  
Every Position: Customer Service .....4  
Counter Position Summary .....9  
Counter Test .....12  
Counter Test Acceptance .....13  
Counter Opening Checklist Date: .....14  
Counter Lunch Checklist Date: .....15  
Counter Closing Checklist Date: .....16  
Prep/Cook Position Summary .....17  
Dough Recipe (50 lbs.) .....20  
Dough Recipe (25 lbs.) .....21  
Prep Recipe .....22  
Prep List .....23

<u>Pizza Sauce Recipes</u> .....	24
<u>Pizza Making Procedure</u> .....	25
<u>Pizza Recipes</u> .....	27
<u>Salad Recipes</u> .....	38
<u>Pasta Sauce Recipes</u> .....	39
<u>Pasta Recipes</u> .....	40
<u>Dipsticks</u> .....	45
<u>Combo Meals</u> .....	46
<u>Build Your Own / Additional Toppings Portion Charts</u> .....	47
<u>Cook Test</u> .....	48
<u>Prep/Cook Test Acceptance</u> .....	51
<u>Cook's Opening Checklist Date:</u> .....	52
<u>Cook's After Lunch Checklist Date:</u> .....	53
<u>Cook's Closing Checklist Date:</u> .....	54
<u>Shift Supervisor</u> .....	55
<u>Manager</u> .....	57

Orientation Period.....	22
Staff Planning.....	40
Dishwashing by Hand.....	51
Disruptive Guests.....	51
Electrical Power Outages.....	52
Emergency Evacuation.....	53
Fire.....	59
First Aid/First Aid Kit Minimum Requirements.....	60
Guest Non-Food-borne Injury and Illness.....	63
Hepatitis A.....	64
Imminent Health Hazards.....	64
Mop Water.....	68
Natural Disasters.....	68
Opening and closing.....	70
Parking Control.....	71
Personal Hygiene.....	71
Pest Control.....	72
Restroom Cleanliness.....	76
Robbery/Burglary.....	76
Safety (OSHA).....	77
Sanitation and Food Safety.....	83
Store Sanitation, Cleaning and Maintenance.....	84
Security.....	89
Security and Crime Prevention.....	89
Sewage Emergencies.....	89
Temporary Light Duty Program.....	91

LOCAL STORE MARKETING

<u>Table of Contents</u> .....	2
<u>Introduction</u> .....	3
<u>Graphics Standards</u> .....	3
<u>Grand Openings</u> .....	8
<u>Marketing Local Businesses</u> .....	9
<u>Apartment Communities</u> .....	10
<u>Schools</u> .....	11
<u>Churches</u> .....	12
<u>Customer Retention</u> .....	13
<u>Fundraising Programs</u> .....	14
<u>Partner with Businesses</u> .....	15
<u>Door Hangers</u> .....	16
<u>Door Hanger Checklist (Coming Soon)</u> .....	17
<u>Box Toppers</u> .....	17
<u>Advertising</u> .....	18

SCHNAC MANUAL

<u>Table of Contents</u> .....	2
--------------------------------	---

<u>SchNAC By Laws</u> .....	3
<u>Idea Proposal</u> .....	6
<u>Flow Chart</u> .....	8
<u>Introducing a New Product</u> .....	9
<u>New Product Request and Test Form</u> .....	10

**EXHIBIT E**

**TO**

**DISCLOSURE DOCUMENT**

---

**INFORMATION REGARDING SCHMIZZA FRANCHISEES AND  
CERTAIN FORMER FRANCHISEES**

---

## EXHIBIT E

### INFORMATION REGARDING SCHMIZZA FRANCHISEES AND CERTAIN FORMER FRANCHISEES

**SCHMIZZA** Franchised Stores in operation as of December 31, 2021:

John Scruggs  
Puppy Feet, LLC  
18201 NW Evergreen Pkwy  
Beaverton, OR 97006  
(503) 533-8366

Andre Jehan  
Andre Grande, Inc  
998 NE Orenco Station Loop  
Hillsboro, OR 97124  
(503) 718-7120

Kyle & Anna Ritt  
AK Pies, LLC  
9206 SW Beaverton-Hillsdale Hwy  
Beaverton, OR 97005  
(503) 517-8293

Jim and Paula Newman  
Newman Lebanon-Stayton, Inc.  
2602 S. Santiam Hwy  
Lebanon, OR 97355  
(541) 451-1141

Kyle & Anna Ritt  
AK Pies Cedar Hills, LLC  
3180 NW Cedar Hills Blvd. Suite #102  
Beaverton, OR 97005  
(503) 924-5888

Michael Whitesel & Will Heiberg  
Code 82, LLC  
2700 NE 82nd Avenue  
Portland, OR 97220  
(503) 257-9992

Travis McRobbie  
McRobbie Pizza  
851 SW 1<sup>st</sup> Ave #130  
Canby, OR 97013  
(503) 263-2300

Fernando Rodriguez  
Eloquence Corporation  
628 NE Broadway  
Portland, OR 97232  
(503) 517-9981

Ryan McIntire  
McIntire, Inc.  
1350 Plaza Blvd  
Central Point, OR 97502  
(541) 727-7778

Fernando Rodriguez & Ashley Pires  
Enso Elite, Inc.  
320 NW 21<sup>st</sup> Avenue  
Portland, OR 97209  
(503) 688-5394

Shayne Guptill  
Shayne's Enterprises, LLC  
10522 Hwy 62, #A  
Eagle Point, OR 97524  
(541) 879-3000

Seth Yankee  
Sky Public Houses, LLC  
4048 NW Bethany Blvd  
Portland, OR 97229  
(971) 371-2954

Ron & Cynthia Pestner  
Empty Nester Enterprises, LLC  
2042 Main Street  
Forest Grove, OR 97116

Don Boje  
Boje Foods, Inc.  
891 NE 25th Ave  
Hillsboro, OR 97124



(503) 359-5320

Claude DaCorsi  
SPHOC, LLC  
818 Main Street  
Oregon City, OR 97045  
503-908-1911

Boje Foods, Inc.  
Don Boje  
7535 SW Barnes Road  
Portland, OR 97225  
(503) 517-8293

Rick Brogan  
Extra Cheese, Inc  
13587 NW Cornell Road  
Portland, OR 97229  
(971) 246 -5528

Fernando Rodriguez  
Yummy Chow, LLC.  
1036 NW Glisan St  
Portland, OR 97209  
(503) 546-8162

(503) 601-9007

Steve Leitz  
Yofsel Holdings, Inc.  
9495 SE 82nd Avenue  
Portland, OR 97266  
(503) 777-2200

Brian & Jill Collar  
Espinoza Collar Group  
15982 SW Tualatin-Sherwood Road  
Sherwood, OR 97140  
(503) 925-8093

Claude DaCorsi  
Crossroads Public House, LLC  
8695 SW Jack Burns Blvd #J  
Wilsonville, OR 97070  
(503) 582-8210

**SCHMIZZA** Company Owned Stores in operation as of December 31, 2021:

Schmizza Restaurant Group, Inc.\*  
415 SW Montgomery  
Portland, OR 97201  
(503) 473-8119

\* Schmizza Restaurant Group is a wholly owned subsidiary of Schmizza International, Inc.

**PIZZA SCHMIZZA STORES**

STORE NAME	PHONE #	ADDRESS	CITY	STATE	ZIP	MGR/OWNER
Barnes Road	(503) 292-3500	7535 SW Barnes Rd.	Portland	OR	97225	Don Boje
Forest Grove	(503) 359-5320	2042 Main St.	Forest Grove	OR	97116	Ron Pestner
Raleigh Hills	(503) 517-8293	9206 SW Beaverton-Hillsdale Hwy	Beaverton	OR	97005	Kyle & Anna Ritt

**SCHMIZZA PUB & GRUB STORES**

82nd	(503) 777-2200	9495 SE 82nd Ave.	Portland	OR	97266	Steve Leitz
Broadway	(503) 517-9981	628 NE Broadway	Portland	OR	97232	Fernando Rodriguez
Canby	(503) 263-2300	851 SW 1 <sup>st</sup> Ave #130	Canby	OR	97013	Travis McRobbie
Cedar Hills	(503) 924-5888	3180 SW Cedar Hills Blvd. #C	Beaverton	OR	97005	Kyle & Anna Ritt
Central Point	(541) 727-7778	1350 Plaza Blvd	Central Point	OR	97502	Ryan McIntire
Cornell	(971) 246-5528	13587 NW Cornell Rd	Portland	OR	97229	Rick Brogan
Eagle Point	(541) 879-3000	11138 Hwy 62	Eagle Point	OR	97524	Shayne Guptill
Hillsboro Airport	(503) 601-9007	891 NE 25th Ave.	Hillsboro	OR	97124	Don Boje
Lumberyard	(503) 257-9992	2700 NE 82 <sup>nd</sup> Ave.	Portland	OR	97220	Michael Whitesel
Pearl	(503) 477-5501	1036 NW Glisan St.	Portland	OR	97209	Fernando Rodriguez
Tanasbourne	(503) 533-8366	18021 NW Evergreen Pkwy.	Beaverton	OR	97006	John Scruggs
Twenty-One	(503) 688-5394	320 NW 21st Ave.	Portland	OR	97209	Fernando Rodriguez
Wilsonville	(503) 582-8210	8695 SW Jack Burns Blvd #J	Wilsonville	OR	97070	Claude DaCorsi

**CORPORATE STORES - SCHMIZZA PUB & GRUB**

Montgomery	(503) 473-8119	415 SW Montgomery	Portland	OR	97201	SR Group
------------	----------------	-------------------	----------	----	-------	----------

**SCHMIZZA - PUBLIC HOUSE**

SPH-Bethany	(971) 371-2954	4840 NW Bethany Blvd	Portland	OR	97229	Seth Yankee
SPH-Gresham	9503) 912-1486	850 NW Eastman Parkway	Gresham	OR	97030	Claude DaCorsi
SPH-Lebanon	(541) 451-1141	2602 S. Santiam Hwy	Lebanon	OR	97355	Jim Newman
SPH-Orengo	(503) 718-7120	998 NE Orengo Station Loop	Hillsboro	OR	97124	Andre Jehan
SPH-Sherwood	(503) 925-8093	15982 SW Tualatin Sherwood Rd	Sherwood	OR	97140	Brian & Jill Collar

As of December 31, 2021, Schmizza stores operating in Retail Premises under the Retail Premises Addendum. **None**

The Master Franchisees identified in Exhibit K have executed Master Franchise Agreements with us.

The following SCHMIZZA Franchisees have transferred their franchises to new or existing franchisees during Company's fiscal year ending December 31, 2021.

Tim & Mandy Ashcroft  
Yummy Chow, LLC  
3120 NW Spencer St  
Portland, OR 97229

Rick & Jean Brogan  
Next 142, Inc  
14026 NW Meadowridge Drive  
Portland, OR 97229

714-267-9552  
Haelee Jensen & Laurie Salse  
Schmizzahdjg, LLC  
11635 SW 114<sup>th</sup> Place  
Portland, OR 97223  
503-679-0827

503-929-9905

The following SCHMIZZA Franchisees have had a franchise outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a SCHMIZZA Franchise Agreement during Company's fiscal year ending December 31, 2021:

**(Otherwise Left System)**

Michael Matthews  
7075 SW 160<sup>th</sup>  
Beaverton, OR 97007  
360-553-5871  
(WA-Vancouver/Salmon Creek)

**(Terminated)**

**None**

The following SCHMIZZA Franchisees have signed franchise agreements but have not opened a Schmizza location as of December 31, 2021. (All remain active franchisees.):

Brian & Jill Collar  
Espinoza Group, Inc.  
3002 SW Corbeth Lane  
Troutdale, OR 97060  
(1 franchise agreement)

Claude Da Corsi  
WDSA, Inc.  
15070 SE Francesca Lane  
Happy Valley, OR 97086  
(1 franchise agreement)

Ron & Cynthia Pestner  
Empty Nester, LLC  
PO Box 505  
Banks, OR 97106  
(2 franchise agreements)

The following SCHMIZZA Franchisees have not communicated with Company within ten weeks of the date of this Disclosure Document: **None**

**EXHIBIT F**

**TO**

**DISCLOSURE DOCUMENT**

---

**STATE LAW ADDENDA TO  
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE  
AGREEMENT**

---

## EXHIBIT F

### STATE LAW ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Franchise Disclosure Document and supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement and its exhibits and addenda.

The following states have statutes that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [Rev. Stat. 815 ILCS 705/19 and 705/20], INDIANA [Stat. Sections 23-2-2.7 and 23-2-2.5], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-517-574], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions that may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise.

Following are Addenda for Franchises Governed by the Laws of the Respective States Listed:

#### CALIFORNIA

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

Disclosure Document item 3, litigation, ¶ (c), neither FRANCHISOR nor any of the persons affiliated with FRANCHISOR set forth in Section 2 of the Disclosure Document are subject to any currently effective order of any National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78, et seq. suspending or expelling such persons from membership in such association or exchange.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the law of Oregon. This provision may not be enforceable under California law.

The Franchise Agreement requires binding arbitration by franchisor's president (or its designee) in the event of a dispute among the owners of the franchisee. The arbitration will occur must be held at the franchisor's Oregon headquarters or at another location the owners and the arbitrator agree with each party being its own costs to attend and to participate in the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement contains a release of prior claims that arise under other franchise agreements you may have with us. This release does not apply to claims franchisee may have under the California Franchise Investment Law since California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516).

Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

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

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

## GEORGIA

### **DISCLOSURES REQUIRED BY GEORGIA LAW**

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If, for any reason, any provision set forth in the Franchise Agreement (including those related to in-term and post-term covenants against competition and non-disclosure and non-use of confidential information) exceeds any lawful scope or limit as to duration, geographic coverage, specificity, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. Indeed, the parties acknowledge their desire and intent that such provisions be modified by a court or arbitrator to comply with Georgia law if needed. The duration, geographic coverage and scope allowable by law or court of law will apply to this Agreement.

## IDAHO

Any condition in a franchise agreement executed by a resident of Idaho or a business entity organized under the laws of Idaho is void to the extent it purports to waive venue or jurisdiction of the Idaho court system. Venue and jurisdiction will be in Idaho if the franchisee is an Idaho resident or a business entity organized under the laws of Idaho.

## ILLINOIS

Franchise Disclosure Document Item 5 and Franchise Agreement Section 2.7: Payment of Initial Franchise and Development Fees will be deferred until Franchisor has met its initial obligations to franchisee and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Section 24.3.B of the Franchise Agreement is deleted.

Illinois law governs the Franchise Agreement(s).

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.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of the State of Illinois.

IN ANY CALENDAR YEAR, YOU MAY BE REQUIRED TO SPEND \$20,000 - \$35,000 FOR MODIFICATIONS TO YOUR FRANCHISE AS DIRECTED IN THE FRANCHISOR'S SOLE DISCRETION.

See the last page of this Exhibit I for your signature(s).

## WASHINGTON

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

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

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a

franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

The undersigned does hereby acknowledge receipt of this addendum.

### WISCONSIN

With respect to franchise agreements governed by Wisconsin law, the following shall supersede any inconsistent provision:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. Item 17 of the Disclosure Document and the corresponding section of the Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, Wisconsin Fair Dealership Law, SEC 32.06(3), Wis. Adm. Code.



**ACKNOWLEDGMENT:**

It is agreed that the applicable foregoing state law addendum for the state of \_\_\_\_\_, if any, supersedes any inconsistent portion of the Franchise Agreement (to which this addendum is attached) of this same date, and of the Franchise Disclosure Document. However, this addendum will have effect only if the Franchise Agreement or our relationship with you satisfies all of the jurisdictional requirements of the relevant state's franchise laws, without considering this addendum and only so long as such state law remains in effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**FRANCHISOR:**

**SCHMIZZA INTERNATIONAL, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(MUST BE SIGNED BY ALL OWNERS OF AN ENTITY FRANCHISEE)

**EXHIBIT G**

**TO**

**FRANCHISE DISCLOSURE DOCUMENT**

---

**CONDITIONAL ASSIGNMENT OF TELEPHONE AND  
DIRECTORY LISTINGS**

**ASSUMED NAME RELINQUISHMENT FORM**

**TRANSFER AGREEMENT AND RELEASE FORM**

**RENEWAL AGREEMENT AND RELEASE FORM**

---

**CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIRECTORY LISTINGS**

In consideration of Schmizza International, Inc. ("Assignee") concurrently granting a Schmizza franchise ("Franchised Store") to \_\_\_\_\_ ("Assignor"), and other valuable consideration, Assignor assigns to Assignee all telephone numbers, directory listings, fax numbers, Internet web site addresses and domain names, and other listings, whether in electronic or other media, used or to be used by Assignor in the operation of the Franchised Store. Assignee assumes the performance of all of the terms, covenants, and conditions of the telephone or directory company with respect to these listings with the same force and effect as if they had been originally issued to Assignee. This Assignment is valid on the effective date and is irrevocable. Assignee may fill in, add or change the effective date and the listings at any time. The telephone or directory company is authorized to rely on this Assignment. The parties will hold harmless and indemnify the telephone or directory company from any claims based on reliance on this Assignment.

Effective Date:

**ASSIGNOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

SCHMIZZA INTERNATIONAL, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**FRANCHISE AGREEMENT ADDENDUM**  
**ABANDONMENT, RELINQUISHMENT, AND TERMINATION**  
**OF ASSUMED OR FICTITIOUS BUSINESS NAME**

Pursuant to the provisions of relevant state laws concerning the registration and use of assumed or fictitious business names, the undersigned applicant, being a franchisee of **SCHMIZZA INTERNATIONAL, INC.**, submits the following to evidence its intent to abandon, relinquish and terminate its right to use the business name "Schmizza".

1. Name of Applicant who is Using the Assumed or Fictitious Business Name:

\_\_\_\_\_  
\_\_\_\_\_

a(an) individual/partnership/corporation organized and doing business under the laws of the State of

\_\_\_\_\_

2. Date When Original Assumed or Fictitious Business Name was Filed by Applicant:

\_\_\_\_\_

3. Address of Applicant's Registered Office in the State of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Please cancel the Applicant's registration to use the name "Schmizza".

DATED: \_\_\_\_\_

\_\_\_\_\_, Applicant

By: \_\_\_\_\_

Title: \_\_\_\_\_

**TRANSFER, MUTUAL RELEASE,**  
**AND CONFIDENTIALITY AGREEMENT**

This Transfer, Mutual Release, and Confidentiality Agreement ("Agreement") is made this \_\_ day of \_\_\_\_\_, 200\_\_.

This Agreement is between **SCHMIZZA INTERNATIONAL, INC.**, an Oregon corporation having its principal place of business at 1500 Liberty Street S.E., Suite 160, Salem, Oregon, 97302 ("we, us") and \_\_\_\_\_

\_\_\_\_\_ (jointly and severally "Transferee").

On or about the following dates, Franchisor and Franchisee entered into Franchise Agreements (the "Franchise Agreements") for the operation of Schmizza franchises at the following locations: \_\_\_\_\_.

Franchisee desires to cease operations under the Franchise Agreements and to transfer Franchisee's rights in the franchises to Transferee. Transferee desires to acquire Franchisee's rights in the Franchise Agreements and to operate the franchises at the locations set forth above. Franchisor desires to consent to the transfer of the Franchise Agreements from Franchisee to Transferee, as follows, subject to and pursuant to the provisions of the Franchise Agreements and agrees to enter into new franchise contracts with Transferee for the locations set forth above.

Franchisee desires to release Franchisor from any and all claims whatsoever arising out of the negotiation, execution, delivery, and performance of the Franchise Agreements.

Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

**1. Termination of Franchise Agreements.** The Franchise Agreements between Franchisor and Franchisee, including all appurtenant addenda, certificates, exhibits, options, and obligations of the parties are terminated, as between them. The provisions of the Franchise Agreements concerning the obligations of Franchisee upon termination will continue in full force and effect. The parties agree that this Agreement fully and completely expresses the present understanding between the parties.

Franchisor enters into this Agreement, in part, in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of Transferee.

**2. Commitments and Obligations.** The Parties covenant and agree:

- a. All obligations of Franchisee in connection with the Franchise Agreements and the franchises are assumed by the Transferee. Franchisee will remain bound by its covenants in the Franchise Agreements that neither it nor its owners, officers, partners, or other persons enumerated in the Franchise Agreements will disclose confidential information nor compete with Franchisor or Franchisor's franchisees.

- b. Franchisee owes \$--- in current obligations and will owe additional funds for franchise fees, advertising fees, and product purchases through the closing of this transfer transaction. Franchisee will pay all sums due to Franchisor and to product suppliers within 10 days of the relevant invoice or due date. All other now ascertained or liquidated debts in connection with the franchises have been paid by Franchisee
- c. Franchisee is not in default in any way under the Franchise Agreements or any other agreement between it and Franchisor.
- d. Transferee will pay for and complete to Franchisor's exclusive satisfaction the training programs now required of new franchisees. [Transferee has completed to Franchisor's satisfaction the training programs now required of new franchisees.] [Transferee has demonstrated to Franchisor's satisfaction sufficient ability to successfully operate the franchise]. Franchisee or Transferee have submitted to Franchisor, upon execution of this Agreement, a Transfer Fee in the amount of \$---. Franchisor acknowledges receipt of this Fee in consideration for Franchisor's legal, accounting, credit check, training and investigation expenses incurred as a result of this transfer. [In addition, Franchisee has paid to Franchisor, contemporaneous with execution of this Agreement, a \_\_ percent commission on the gross transfer price (excluding the price of real property), in the amount of \$\_\_\_\_. Franchisor acknowledges receipt of this amount in consideration for having obtained Transferee for Franchisee.]
- e. Transferee agrees to fully assume and to be bound by the terms, covenants and conditions of the Franchise Agreements as if Transferee had been named as the original franchisee in the Franchise Agreements. Transferee will execute all documents Franchisor or Franchisee may reasonably require to complete the transfer and assumption of the Franchise Agreements, including but not limited to execution of a new franchise contract in the form currently being used by Franchisor. The new franchise contract may contain economic and general terms which are materially different from those contained in the Franchise Agreement.
- f. Transferee has met the standards established by Franchisor for quality of character, financial capacity and experience required of a new or renewing franchisee. Franchisee and Transferee have provided to Franchisor such information as Franchisor reasonably requested to evidence that Transferee meets these standards.
- g. The lessor or sublessor of the Franchise Premises has consented to the assignment or sublease of the Franchise Premises to Transferee.
- h. Franchisee and Transferee agree to subordinate to Transferee's obligations to Franchisor (including, without limitation, the payment of all franchise fees) any obligations of Transferee to Franchisee.
- i. Transferee will assume possession and control of the equipment, furnishings, signs, supplies, inventory, advance paid deposits and other personal property and fixtures located on the Franchise Premises.

- j. Franchisee will properly operate the franchises and maintain the Franchise Premises in clean and proper working order and will continue the employment of all current employees until Transferee assumes control of the businesses and the Franchise Premises.
- k. Franchisee will maintain a sufficient inventory and sufficient supplies on hand to provide for normal business operations through the second day after Transferee assumes control of the businesses and the Franchise Premises. Transferee agrees to place orders with product suppliers to maintain the inventory and supply levels following the closing of this transfer transaction.
- l. Franchisee and Transferee have entered into this Agreement for the transfer of Franchisee's rights under the Franchise Agreements after their own independent investigation. The transfer of the franchise rights and the amount of consideration for them has been determined by them independently. Franchisee and Transferee acknowledge that they have not relied upon any representation, warranty, promise or other consideration from or by Franchisor in entering into this Agreement or in evaluating the advisability of the transfer or the value of the franchises, any of the franchise rights or the franchise locations.

**3. Communication of Confidential Information.** Neither Franchisee nor its owners, officers, directors, or other persons enumerated in the Franchise Agreements will communicate or divulge to any person or entity the contents of this Agreement, the contents of the Franchise Agreements, the substance of the franchise operations manuals, or any other nonpublic information related to the operation of the franchise system. Franchisee represents and warrants that neither it nor any listed individual has communicated or divulged any such information to anyone prior to the date of this Agreement. Franchisee will continue to comply with all the confidentiality requirements of the Franchise Agreements.

Nothing contained in this Agreement will preclude Franchisor or Franchisee from disclosing the fact of this Agreement or the amount paid by Transferee to Franchisor or to Franchisee.

**4. Franchisee to Cease Using Franchisor's Trade Names, Service Marks, and Logos.** Upon completion of the transfer, Franchisee will immediately cease using Franchisor's trade names, service marks, logos, and other marks, symbols or materials indicating that Franchisee is or was related to Franchisor in any way, except as otherwise provided in writing. Franchisee acknowledges that all such names, service marks, logos, and symbols are the exclusive property of Franchisor and that Franchisee has been allowed to use them, only in conjunction with the franchise relationship as outlined in this Agreement. Franchisee will remain jointly and severally bound to comply with the covenants in the Franchise Agreements which expressly or by reasonable implication are intended to apply to Franchisee after termination of the Franchise Agreement, including any applicable non-disclosure requirements. Franchisee will:

- 1. deliver to Transferee or Franchisor all copies of the Operations Manuals, training tapes and franchise related materials in Franchisee's custody, control or possession;
- 2. take action as required to transfer to Transferee all registrations relating to the use of all assumed names;

3. notify the telephone company and all listing agencies of the transfer of Franchisee's rights to use the franchise names and logos and classified and directory listings of the franchise;
4. cease use of the franchise trademarks, service marks, trade names, copyrights, and other intellectual or intangible property;
5. refrain from doing business in any way that might tend to give the public the impression that Franchisee still is or was a franchisee in the system;

**5. Releases.** In consideration of the mutual covenants and understandings set forth in this Agreement, Franchisee and Franchisor do release and discharge each other and their current and former owners, partners, directors, officers, employees and agents from all obligations, duties, covenants and responsibilities to be performed under the Franchise Agreements.

Franchisee does release and forever discharge Franchisor and its current and former owners, partners, directors, officers, members, employees and agents from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute, arising directly or indirectly out of the negotiation of, execution of, performance of, nonperformance, or breach of the Franchise Agreements and any related agreements between the parties and out of any other action or relationship between the parties arising prior to the date of this Agreement.

Franchisee represents that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims, known or unknown, arising directly or indirectly out of the Franchise Agreements and the relationship between the parties including, but not limited to, economic loss.

It is expressly understood and agreed that this release is intended to cover and does cover not only all known losses and damages but any further losses and damages not now known or anticipated but which may later develop or be discovered, which arise under the Franchise Agreements, including all the effects and consequences thereof.

These releases are intended to waive, release and discharge all claims, other than those expressly reserved herein, with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The parties, with the advice of their respective counsel, waive the benefit of both statute and any other legal doctrine or principle of similar effect in any jurisdiction.

**6. Miscellaneous Provisions.** This writing constitutes the entire agreement between the parties. It supersedes all prior understandings among the parties with respect to its subject



matter. This Agreement may not be modified or amended in a manner adverse to any party except by written agreement signed by that party.

Time is of the essence of this Agreement.

Any party may seek and obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any covenant contained in this Agreement. The prevailing party in any suit or action to enforce this Agreement will be entitled to recover its court costs and reasonable legal fees to be set by the court, including costs and legal fees on appeal.

If a dispute arises between the Parties, the Parties agree to participate in at least eight hours of mediation in accordance with the Mediation Procedures of the American Arbitration Association or of any similar organization that specializes in the mediation of commercial franchise business disputes. The Parties agree to equally share the costs of mediation.

This Agreement is accepted in the State of Oregon and will be governed by the laws of Oregon, which laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.). This choice of laws will not include and does not extend the scope of application of the Oregon franchise or business opportunity laws. All issues or disagreements relating to this Agreement, will be mediated, tried, heard, and decided in Portland, Oregon.

This Agreement will benefit and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

This Agreement has been prepared by attorneys representing Franchisor. Franchisee and Transferee have each had opportunity to have this Agreement reviewed by attorneys of their own choice.

This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

("Franchisor"):

**SCHMIZZA INTERNATIONAL, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**C** ("Franchisee")

By: \_\_\_\_\_  
C, an officer of the corporation

By: \_\_\_\_\_  
C, as an individual

By: \_\_\_\_\_  
D, an officer of the corporation

By: \_\_\_\_\_  
C, an officer of the corporation

**U, Inc.**, ("Transferee")

By: \_\_\_\_\_

Title:  
R ("Transferee")  
By: \_\_\_\_\_  
R, an individual

S ("Transferee")  
By: \_\_\_\_\_  
S, an individual  
T ("Transferee")  
By: \_\_\_\_\_  
T, an individual

**[ADDITIONS FOR TRANSFERS WHERE LITIGATION OR DISPUTE EXIST BETWEEN F'OR & F'EE]**

Certain disputes have arisen between Franchisor and Franchisee. Franchisee has filed a complaint in \_\_\_\_\_ for the County of \_\_\_\_\_ in the State of \_\_\_\_\_, Case Number \_\_\_\_\_ (the "Litigation").

Franchisor and Franchisee desire to reserve certain rights more fully set forth in this Agreement.

Franchisee agrees that as of \_\_\_\_\_, it is indebted to Franchisor and to the \_\_\_\_\_ advertising cooperative in the amounts of \$----- and \$-----, respectively. Franchisee also understands that it will continue to be obligated to Franchisor for Franchise Fees through the date the Transfer becomes effective. These amounts will not be paid to Franchisor at closing. Franchisor and Franchisee understand and consent that this will not be deemed a waiver or relinquishment of any rights of Franchisor or the cooperative. Franchisor reserves all rights in connection with these amounts and obligations.

Nonwaiver of Certain Claims. Nothing in this Agreement will be construed to be a waiver or relinquishment of Franchisee's or Franchisor's claims set forth in the Litigation. Similarly, nothing in this Agreement will be deemed to be a waiver of any claim or contention that may be raised as a defense, offset or for affirmative relief in the Litigation. Without limiting the above, neither the execution nor performance of this Agreement will be deemed an admission of liability by Franchisor with respect to the claims asserted by Franchisee in the Litigation.

## **RENEWAL AND RELEASE AGREEMENT**

This Renewal and Release Agreement ("Agreement") is made this \_\_ day of \_\_\_\_\_, 200\_\_.

This Agreement is between **SCHMIZZA INTERNATIONAL, INC.**, an Oregon corporation having its principal place of business at 1500 Liberty Street S.E., Suite 160, Salem, Oregon, 97302 ("we, us") and \_\_\_\_\_ (jointly and severally "You").

On or about the following date, you and we entered into a Franchise Agreement (the "Franchise Agreement") for the operation of a Schmizza franchise at the following location: \_\_\_\_\_.

You desire to renew the franchise on the terms of our current franchise agreement forms. You desire to release us from any and all claims whatsoever arising out of the negotiation, execution, delivery, and performance of the Franchise Agreement. Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

### **1. Renewal of Franchise Agreement.**

- A. The Franchise Agreement, including all appurtenant addenda, certificates, exhibits, options, and obligations of the parties is terminated. The provisions of the Franchise Agreement concerning your obligations upon termination and renewal will continue in full force and effect. The parties agree that this Agreement fully and completely expresses the present understanding between the parties.
  
- B. Contemporaneously with execution of this Agreement, you agree to execute our current franchise agreement forms. These forms may vary materially from the Franchise Agreement. Continuing Services and Continuing Licensing Fees, Branding Fees, Local Advertising Contributions and other fees will be set at the currently prevailing rates and terms. There is no fee for renewal of the franchise. The Franchise Premises must remain at the location designated in the Franchise Agreement.
  
- C. You will reimburse us for the following reasonable out-of-pocket costs we incur concerning the renewal: \_\_\_\_\_.
  
- D. You will refurbish, remodel, and replace the Franchise Premises, fixtures, and equipment to conform to the current Operations Manual and Method of Operation. This includes:  
  
\_\_\_\_\_.
  
- E. You or your designated manager will attend and successfully complete the following retraining programs at your expense, including travel, meals, lodging, and

our current training fee of \$ \_\_\_\_\_:

---

**2. Communication of Confidential Information.** Neither you nor your owners, officers, directors, or other persons enumerated in the Franchise Agreement will communicate or divulge to any person or entity the contents of this Agreement, the contents of the Franchise Agreement, the substance of the franchise Operations Manuals, or any other nonpublic information related to the operation of the System. You represent and warrant that neither nor any listed individual has communicated or divulged any such information to anyone prior to the date of this Agreement. You will continue to comply with all the confidentiality requirements of the Franchise Agreement.

**3. Release.** You do release and forever discharge us and our current and former owners, partners, directors, officers, members, employees and agents from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute, arising directly or indirectly out of the negotiation of, execution of, performance of, nonperformance, or breach of the Franchise Agreement and any related agreements between the parties and out of any other action or relationship between the parties arising prior to the date of this Agreement.

You represent that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims, known or unknown, arising directly or indirectly out of the Franchise Agreement and the relationship between the parties including, but not limited to, economic loss.

It is expressly understood and agreed that this release is intended to cover and does cover not only all known losses and damages but any further losses and damages not now known or anticipated but which may later develop or be discovered, which arise under the Franchise Agreement, including all the effects and consequences thereof.

These releases are intended to waive, release and discharge all claims, other than those expressly reserved herein, with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The parties, with the advice of their respective counsel, waive the benefit of both statute and any other legal doctrine or principle of similar effect in any jurisdiction.

**4. Miscellaneous Provisions.** This writing constitutes the entire agreement between the parties. It supersedes all prior understandings among the parties with respect to its subject matter. This Agreement may not be modified or amended in a manner adverse to any party except by written agreement signed by that party.

Time is of the essence of this Agreement.

Any party may seek and obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any covenant contained in this Agreement. The prevailing party in any suit or action to enforce this Agreement will be entitled to recover its court costs and reasonable legal fees to be set by the court, including costs and legal fees on appeal.

If a dispute arises, you and we agree to participate in at least six hours of mediation in accordance with the mediation procedures of the American Arbitration Association or of any similar organization that specializes in the mediation of commercial franchise business disputes. You and we agree to equally share the costs of mediation.

This Agreement is accepted in the State of Oregon and will be governed by the laws of Oregon, which laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.). This choice of laws will not include and does not extend the scope of application of the Oregon franchise or business opportunity laws. All issues or disagreements relating to this Agreement, will be mediated, tried, heard, and decided in Portland, Oregon.

This Agreement will benefit and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

("We/Us"):

**C and D** ("You")

**SCHMIZZA INTERNATIONAL, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

C, an individual

By: \_\_\_\_\_

D, an individual

**[ADDITIONS WHERE LITIGATION OR DISPUTES EXIST AND PARTIES DESIRE THE LITIGATION TO CONTINUE AFTER RENEWAL]**

Certain disputes have arisen between you and us. These disputes are contained litigation that has been filed in \_\_\_\_\_ for the County of \_\_\_\_\_ in the State of \_\_\_\_\_, Case Number \_\_\_\_\_ (the "Litigation").

Each party reserves all rights in connection with the Litigation. Nothing in this Agreement will be construed to be a waiver or relinquishment of your or our claims set forth in the Litigation. Similarly, nothing in this Agreement will be deemed to be a waiver of any claim or contention that may be raised as a defense, offset or for affirmative relief in the Litigation. Without limiting the above, neither the execution nor performance of this Agreement will be deemed an admission of liability by either party with respect to the claims asserted by the other party in the Litigation.

**EXHIBIT H**

**TO**

**FRANCHISE DISCLOSURE DOCUMENT**

---

**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:

State	Effective Date
California	Pending (org-83905)
Connecticut	March 17, 2021
Florida	No Registration
Hawaii	No Registration
Illinois	Pending (#154-21)
Indiana	No Registration
Kentucky	March 27, 2002 (B-1850)
Maryland	No Registration
Michigan	No Registration
Minnesota	No Registration
Nebraska	March 25, 2002
New York	No Registration
North Dakota	No Registration
Rhode Island	No Registration
South Dakota	No Registration
Texas	March 25, 2002
Utah	March 17, 2021 (6533865-BSOE)
Virginia	No Registration
Washington	Pending (#70012107)
Wisconsin	Pending (#628821)

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 I**

**TO**

**FRANCHISE DISCLOSURE DOCUMENT**

---

**DISCLOSURE DOCUMENT RECEIPT**

---

**EXHIBIT I**

**FRANCHISE DISCLOSURE DOCUMENT RECEIPT**

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF SCHMIZZA INTERNATIONAL, INC. OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU AT LEAST 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT OR MAKE A PAYMENT WITH THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR GRANT.

IF SCHMIZZA INTERNATIONAL, INC. 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 STATE AGENCIES LISTED IN EXHIBIT D.

The name, principal business address, and telephone number of each franchise seller offering the franchise follows: Ron Berger, Chairman/CEO, and Jeff Rode, President for Schmizza International, Inc., 1500 Liberty Street SE, Suite 160, Salem, Oregon 97302, (503) 371-9318.

Schmizza International, Inc. authorizes the agents listed on Exhibit D to receive service of process for Schmizza International, Inc.

Date of issuance: **March 15, 2022**

This Disclosure Document included the following Exhibits:

Exhibits

- A Financial Statements
- B Franchise Agreement (With Exhibits)
  - Exhibit 1 - Fact Sheet
  - Exhibit 2 - Multiple Franchise Purchase Addendum
  - Exhibit 3 – SBA Addendum
- C List of State Agents for Service of Process and State Administrators
- D Table of Contents of Confidential Operations Manual
- E Information Regarding Franchisees and Certain Former Franchisees
- F State Addenda
- H Conditional Assignment of Telephone and Directory Listings Assumed Name Relinquishment Form
  - Transfer Agreement and Release Form
  - Renewal Agreement and Release Form
- I State Effective Dates
- J Disclosure Document Receipt

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attach additional signatures or use additional receipts if necessary. If franchise is to be owned jointly or as community property by husband and wife, both must review all documents and sign. All owners of an entity franchisee must review all documents and sign individually and on behalf of the entity.

**KEEP THIS COPY FOR YOUR RECORDS.**

**EXHIBIT I**

**FRANCHISE DISCLOSURE DOCUMENT RECEIPT**

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF SCHMIZZA INTERNATIONAL, INC. OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU AT LEAST 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT OR MAKE A PAYMENT WITH THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR GRANT.

IF SCHMIZZA INTERNATIONAL, INC. 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 STATE AGENCIES LISTED IN EXHIBIT D.

The name, principal business address, and telephone number of each franchise seller offering the franchise follows: Ron Berger, Chairman/CEO, and Jeff Rode, President for Schmizza International, Inc., 1500 Liberty Street SE, Suite 160, Salem, Oregon 97302, (503) 371-9318.

Schmizza International, Inc. authorizes the agents listed on Exhibit D to receive service of process for Schmizza International, Inc.

Date of issuance: **March 15, 2022**

This Disclosure Document included the following Exhibits:

Exhibits

- A Financial Statements
- B Franchise Agreement (With Exhibits)
  - Exhibit 1 - Fact Sheet
  - Exhibit 2 - Multiple Franchise Purchase Addendum
  - Exhibit 3 – SBA Addendum
- C List of State Agents for Service of Process and State Administrators
- D Table of Contents of Confidential Operations Manual
- E Information Regarding Franchisees and Certain Former Franchisees
- F State Addenda
- H Conditional Assignment of Telephone and Directory Listings Assumed Name Relinquishment Form  
Transfer Agreement and Release Form  
Renewal Agreement and Release Form
- I State Effective Dates
- J Disclosure Document Receipt

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attach additional signatures or use additional receipts if necessary. If franchise is to be owned jointly or as community property by husband and wife, both must review all documents and sign. All owners of an entity franchisee must review all documents and sign individually and on behalf of the entity.

*Please sign this copy of the receipt, date your signature, and return it to: RON BERGER, CHAIRMAN/CEO, **SCHMIZZA INTERNATIONAL, INC., 1500 LIBERTY STREET SE, SUITE 160 SALEM, OREGON 97302***