# UNIFORM FRANCHISE DISCLOSURE DOCUMENT

**FRANCHISE DISCLOSURE DOCUMENT**

OGGI'S PIZZA & BREWING COMPANY
A California Corporation
1245 Puerta Del Sol
San Clemente, California 92673
(949) 218-3961
www.oggis.com

We offer to grant you the right to operate an Oggi's™ Restaurant.

Oggi's™ Full-Service Restaurants offer on-premises dining, carry-out, line-style ordering and delivery for a wide variety of pizza, pasta, burgers, salads, Italian-style and American-bistro food and other products, including craft brewed beer and other alcoholic beverages.

Oggi's Pizza Express® Restaurants offer dine-in and carry-out for the retail sale of pizza, salads and other products, including craft brewed beer and other beverages.

The total investment necessary to begin operation of an Oggi's™ Full-Service Restaurant is $990,000 to $1,962,000. This includes the $50,000 Initial Franchise Fee that must be paid to Franchisor.

The total investment necessary to begin operation of an Oggi's Pizza Express® Restaurant is $477,500 to $1,068,000. This includes the $30,000 Initial Franchise Fee that must be paid to Franchisor.

The total investment necessary to begin operation of a Multi-Franchise Development Agreement for Oggi's™ Full-Service Restaurants is $1,015,000 to $1,987,000. This includes $75,000 that must be paid to Franchisor for three (3) franchises. An initial non-refundable deposit of $2,500.00 is due to Franchisor upon signing the Multi-Franchise Development Agreement for Oggi's™ Full-Service Restaurants. The remaining $72,500.00 balance for the total Initial Franchise Fees is due to Franchisor upon signing the first Franchise Agreement with the Franchisor and the first lease agreement with the landlord for the first Authorized Location. The total investment necessary to begin operation of a Multi-Franchise Development Agreement for Multi-Franchise Development Agreement for Oggi's Pizza Express® Restaurants is $497,500 to $1,088,000. This includes $50,000 that must be paid to Franchisor for three (3) franchises. An initial non-refundable deposit of $2,500.00 is due to Franchisor upon signing the Multi-Franchise Development Agreement for Oggi's Pizza Express® Restaurants. The remaining $47,500.00 balance for the total Initial Franchise Fees is due to Franchisor upon signing the first Franchise Agreement with the Franchisor and the first lease agreement with the landlord for the first Authorized Location.

The total investment necessary to begin operation of an Area Development Agreement for Oggi's™ Full-Service Restaurants is $1,015,000 to $1,987,000. This includes $75,000 that must be paid to Franchisor for a minimum of three (3) franchises. An initial non-refundable deposit of $75,000 is due to Franchisor upon signing the Area Development Agreement for a minimum of three (3) Oggi's™ Full-Service Restaurants. This non-refundable deposit includes the Initial Franchise Fee of $50,000 for the first Oggi's™ Full-Service Restaurant, and fifty percent (50%) of the Initial Franchise Fee of $25,000 for each subsequent Oggi's™ Full-Service Restaurant. The remaining fifty percent (50%) of the Initial Franchise Fee of $25,000 for each subsequent Oggi's™ Full-Service Restaurant shall be paid to Franchisor when the Franchise Agreement and lease agreement are signed for each subsequent Oggi's™ Full-Service Restaurant.

The total investment necessary to begin operation of an Area Development Agreement for Oggi's Pizza Express® Restaurants is $497,500 to $1,088,000. This includes 50,000 that must be paid to Franchisor for a minimum of three (3) franchises. An initial non-refundable deposit of $50,000 is due upon signing the Area Development Agreement for a minimum of three (3) Oggi's Pizza Express® Restaurants. This non-refundable deposit includes the Initial Franchise Fee of $30,000 for the first Oggi's Pizza Express® Restaurants, and fifty percent (50%) of the Initial Franchise Fee of $20,000 for each subsequent Oggi's Pizza Express® Restaurants. The remaining fifty percent (50%) of the Initial Franchise Fee of $20,000 for each subsequent Oggi's Pizza Express® Restaurants shall be paid when the Franchise Agreement and Lease Agreement are signed for each subsequent Oggi's Pizza Express® Restaurants.

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 in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contracts will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contracts. Read your entire contracts carefully. Show your contracts and this Disclosure Document to an advisor, like a lawyer or an accountant.

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

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

The issuance date of this Disclosure Document is March 10, 2023.

## How to Use This Franchise Disclosure Document

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

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

## What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 12.

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 California. 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 California than in your own state.

**2. Personal Guarantee**. Each owner of the franchise is required to execute a personal guarantee. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

**3. Brokers.** We use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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

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**EXHIBITS**

## ITEM 1.
## THE FRANCHISOR, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "Oggi's" refers to Oggi's Pizza & Brewing Company, the Franchisor. "You" refers to the franchisee or developer who enters into a franchise agreement and/or development agreement. The franchisee or developer may be a person, corporation, partnership, or limited liability company. If the franchisee or developer is a corporation, partnership, or limited liability company, "you" includes the principals of the corporation, partnership or limited liability company. "Oggi's™ Restaurant" refers to either a standard Oggi's™ Full-Service Restaurant or a fast casual Oggi's Pizza Express® Restaurant.

### *The Franchisor*

We are the Franchisor, Oggi's Pizza & Brewing Company. Our principal place of business is 1245 Puerta Del Sol, San Clemente, California 92673. We were incorporated in California on August 29, 2000. We currently do business under Oggi's™, Oggi's Sports Brewhouse Pizza®, Oggi's Pizza Express®, Oggi's Pizza & Brewing Co.®, and our corporate name and intend to continue to do so.

We sell Oggi's™ Full-Service Restaurant franchises for the preparation and retail sale of a wide variety of pizza, pasta, burgers, and Italian-style and American-bistro food and other products, including micro brewed beer and other alcoholic beverages (the "Franchised Business"). We also grant franchises for other types of locations, such as Oggi's Pizza Express® Restaurants that is a fast-casual style restaurant that offers a limited menu compared to an Oggi's™ Full-Service Restaurant. You will acquire the right to use the "Oggi's," "Oggi's Sports Brewhouse Pizza" and "Oggi's Pizza Express" trade names, trademarks, service marks, and other commercial symbols (the "Marks") as we designate. You will also acquire the right to use our programs and business systems in the operation of the Franchised Business at a designated location.

Many other restaurants and "take out" food establishments will compete with your restaurant.

Our predecessors are George Hadjis, Dora Hadjis and John Hadjis who have owned and operated pizza and brewery restaurants from 1991 through the present date.

Our registered agent in California authorized to receive service of process is Preovolos Lewin, ALC, 451 A Street, Suite 1600, San Diego, CA 92101.

### *Description of the Franchised Business*

***The Full-Service Franchise Agreement***. Under the Oggi's™ Franchise Agreement ("Franchise Agreement"), you have the right to establish and operate a single Oggi's™ Full-Service Restaurant in a building at an approved location using Oggi's™ Marks and System, described below. You will operate the Oggi's™ Full-Service Restaurant using a unique and distinctive trade name and business format (the "System") as Oggi's™ specifies in the Franchise Agreement and in the Operation Manuals ("Operation Manuals").

***The Express Unit Franchise Agreement***. Under an Express Unit Franchise Agreement ("Express Unit Agreement"), Oggi's also offers the opportunity to establish and operate an Oggi's Pizza Express® Restaurant (the "Express Unit") in a unique location which, due to a number of possible reasons, will not offer the full menu of Proprietary Products sold at an Oggi's™ Full-Service Restaurant. The Express Unit will be self-contained with a production area and will sell an approved menu utilizing Oggi's™ formulas and method for preparing those menu items as Oggi's™ specifies in the Express Unit Agreement and in the Express Unit Operation Manuals.

***The Area Development Agreement***. Franchisor may also offer area development rights pursuant to an Area Development Agreement ("Area Development Agreement") granting the exclusive right to sales and development of Oggi's™ Restaurants solely within the Development Territory granted under the Area Development Agreement. For each future unit, the Developer will be required to sign the then current form of franchise agreement that may be different from the form of franchise agreement included in this Franchise Disclosure Document and currently being used to offer the area development franchises.

***Multi-Franchise Development Agreement***. Franchisor may also offer multi-franchise rights pursuant to a Multi-Franchise Development Agreement ("Multi-Franchise Development Agreement") granting the right to develop multiple Oggi's™ Restaurants for a reduced fee. The Multi-Franchise Development Agreement is not limited to a specific territory.

## ITEM 2.
## BUSINESS EXPERIENCE

President and Chief Executive Officer: Estella Ferrera

Mrs. Ferrera has been our Vice President at our San Clemente, California office since October 2009 and has recently taken over as President/CEO in January 2023.

Chief Financial Officer and Secretary: Theodora Hadjis

Ms. Hadjis has been corporate Secretary at our San Clemente, California office since our inception in October of 2000.

Franchise Coordinator: Jay Scalise

Mr. Scalise is the CEO of 360 GLOBALFRAN, LLC and has been a Franchise Coordinator for us since 2013.

## ITEM 3.
## LITIGATION

No litigation is required to be disclosed in this Item.

## ITEM 4.
## BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

## ITEM 5.
## INITIAL FEES

A. Initial Franchise Fee for an Oggi's™ Full-Service Restaurant

You must pay an Initial Franchise Fee of $50,000.00 for a single Oggi's™ Full-Service Restaurant. The initial deposit is $2,500.00. Franchisor does not accept initial deposits until at least 14 days after you have received a copy of this Disclosure Document. The balance of $47,500.00 is due upon signing the Full-Service Franchise Agreement and your lease agreement for the Authorized Location. Amounts once paid are non-refundable. You must pay for the cost of background and credit checks for each prospective franchisee.

Unless you sign a Multi-Franchise Development Agreement or an Area Development Agreement, the Initial Franchise Fee to purchase any additional Oggi's™ Full-Service Restaurant is presently 50% of the then current Initial Franchise Fee, to be paid when each Franchise Agreement is signed. You will be required to sign the then current version of the Franchise Agreement. You may be required to refurbish your existing franchise(s) prior to obtaining approval for a second or subsequent franchise.

B. Initial Franchise Fee for an Oggi's Pizza Express® Restaurant

You must pay an Initial Franchise Fee of $30,000 for a single Oggi's Pizza Express® Restaurant. The initial deposit is $2,500.00. Franchisor does not accept initial deposits until at least 14 days after you have received a copy of this Disclosure Document. The balance of $27,500.00 is due upon signing the Express Unit Franchise Agreement and the lease agreement for the Authorized Location. Amounts once paid are non-refundable. You must pay for the cost of background and credit checks for each prospective franchisee.

Unless you sign a Multi-Franchise Development Agreement or an Area Development Agreement, the Initial Franchise Fee to purchase an additional Oggi's Pizza Express® Restaurant is currently $20,000.00, to be paid when each Franchise Agreement is signed. You will be required to sign the then current version of the Franchise Agreement. You may be required to refurbish your existing franchise(s) prior to obtaining approval for a second or subsequent franchise.

C. Fees Payable under the Multi-Franchise Development Agreement

***Oggi's™ Full-Service Restaurants***

If you sign a Multi-Franchise Development Agreement for Oggi's™ Full-Service Restaurants, you may develop up to three (3) Oggi's™ Full-Service Restaurants. The total Initial Franchise Fees for the three (3) Oggi's™ Full-Service Restaurants are $75,000.00. An initial deposit of $2,500.00 is due upon signing the Multi-Franchise Development Agreement. The remaining $72,500.00 balance is due upon signing the first Franchise Agreement and the first lease agreement for the first Authorized Location.

### ***<u>Oggi's Pizza Express® Restaurants</u>***

If you sign a Multi-Franchise Development Agreement for Oggi's Pizza Express® Restaurants, you may develop up to three (3) Oggi's Pizza Express® Restaurants. The total Initial Franchise Fees for three (3) Oggi's Pizza Express® Restaurants are $50,000.00. An initial deposit of $2,500.00 is due upon signing the Multi-Franchise Development Agreement. The remaining $47,500.00 balance is due upon signing the first Franchise Agreement and the first lease agreement for the first Authorized Location.

D. <u>Fees Payable under the Area Development Agreement</u>

### ***Oggi's™ Full-Service Restaurants***

If you sign an Area Development Agreement for Oggi's™ Full-Service Restaurants, you must develop a minimum of three (3) Oggi's™ Full-Service Restaurants within the Development Territory. The Initial Franchise Fee for the first franchise is $50,000. The Initial Franchise Fee for subsequent franchises is $25,000. Upon signing the Area Development Agreement, you pay a lump sum, nonrefundable Development Fee equal to one hundred percent (100%) of the Initial Franchise Fee for the first Oggi's™ Full-Service Restaurant to be developed under this Area Development Agreement and fifty percent (50%) of the Initial Franchise Fee for the subsequent Oggi's™ Full-Service Restaurants to be developed under this Area Development Agreement. The remaining fifty percent (50%) of the Initial Franchise Fee for each subsequent Oggi's™ Full-Service Restaurant shall be due when you sign the Full-Service Franchise Agreement and lease agreement for each subsequent Oggi's™ Full-Service Restaurant.

### ***<u>Oggi's Pizza Express® Restaurants</u>***

If you sign an Area Development Agreement for Oggi's Pizza Express® Restaurants, you must develop a minimum of three (3) Oggi's Pizza Express® Restaurants within the Development Territory. The Initial Franchise Fee for the first franchise is $30,000. The Initial Franchise Fee for each additional franchise is $20,000. Upon signing the Area Development Agreement, you pay a lump sum, nonrefundable Development Fee equal to one hundred percent (100%) of the Initial Franchise Fee for the first Oggi's Pizza Express® Restaurant to be developed under this Area Development Agreement and fifty percent (50%) of the Initial Franchise Fee for the subsequent Oggi's Pizza Express® Restaurants to be developed under this Area Development Agreement. The remaining fifty percent (50%) of the Initial Franchise Fee for each subsequent Oggi's Pizza Express® Restaurant shall be due upon signing the Express Unit Franchise Agreement and lease agreement for each subsequent Oggi's™ Express Unit.

The Development Fee is applied to the Initial Franchise Fee for each Oggi's™ Restaurant opened under the Area Development Agreement, so that upon signing the required individual Franchise Agreements for each franchise, you must submit the balance of the Initial Franchise Fee for that franchise, if any. The Initial Franchise Fees for franchises opened under an Area Development Agreement are nonrefundable.

## ITEM 6.
## OTHER FEES

| Name of Fee | Amount | Due Date |
|---|---|---|
| Royalty (1) | 5% of gross receipts for an Oggi's™ Full-Service Restaurant (2)<br><br>5% of gross receipts for an Oggi's Pizza Express® Restaurant (2) | Payable weekly on a day that we periodically designate via an Automated Clearing House (ACH) transaction that we initiate (3) (7) |
| Promotional (1)(8) (Advertising) | 2% of gross receipts (2)(10) | Payable weekly on a day that we periodically designate via an Automated Clearing House (ACH) transaction that we initiate (3) (5) (7) |
| Proprietary Business Intelligence Website Subscription | $150.00 per month | Payable monthly to Franchisor's approved vendor when applicable |
| Transfer (1) | 50% of the then current Initial Franchise Fee | Payable immediately before completion of transfer to a different franchisee |
| Renewal | None | N/A |
| Audit (1) (4) | Cost of Audit ($10,000 to $25,000) | Payable upon receipt of our invoice |
| Secret Shopper (9)(1) | Costs of Training ($250 to $1,000) | Payable upon receipt of invoice |
| Other (6) | Varies | To be determined |
| Hold Harmless and Indemnification | Amount of loss or damages plus costs (11) | When incurred |

**Notes**:

(1) All fees are imposed by and payable to us. All fees are non-refundable.

(2) The term “gross receipts” means the amount of all money and the value of all property you receive as payment for services rendered or products sold in the operation of the Franchised Business, whether as cash sales or as payment for any charge, credit balance or advance deposit. “Gross receipts” does not include (a) sales taxes, or (b) customer net refunds or returns, if you previously included the revenues in gross receipts. All items which you claim as deductions in determining gross receipts must be supported by proper documentation. You may not deduct third-party delivery service fees from gross receipts.

(3) Any payments not received by the due date bear interest at 1 1/2% per month unless otherwise limited by applicable law, until the date we receive payment. The highest interest rate allowed by California is 10% annually.

(4) You pay an Audit fee only if the audit reveals you underpaid royalties and/or promotional fees of 2% or more over a 12-month period. Although it is not possible to guarantee what an audit would cost, as of 2022 we estimate that Audit Fees currently cost $10,000, at a minimum, depending on the extent of the audit, and could cost as much as $25,000.

(5) An additional 1% may be required for future implementation of a statewide or national promotional program.

(6) If we form a Franchise council, you must contribute an amount determined by the franchise members.

(7) Any royalty payment not received via an Automated Clearing House (ACH) transaction by the due date is late and shall be charged a penalty of ten percent (10%) of the weekly royalty for that week. Any advertising fee not received via an Automated Clearing House (ACH) transaction by the due date is late and shall be charged a penalty of ten percent (10%) of the weekly advertising fee. If a check or ACH payment presented by Franchisee to Franchisor is returned for non-sufficient funds, Franchisee shall be charged a thirty-dollar ($30.00) process fee.

(8) The Franchisor recommends, but does not require, that the Franchisee conduct local advertising and promotional campaigns and activities in an amount ranging from two percent (2%) to four percent (4%) of their monthly net sales. Your expenditures for local advertising and promotional campaigns may not reduce your gross receipts for purposes of calculating fees payable to Franchisor. Your specific percentage will be based on your experience, your location, your sales, and other factors.

(9) Franchisor has the right to evaluate the operation of the franchised business. Franchisor hires secret shoppers to evaluate the franchised business. In the event Franchisee fails three evaluations in a 12-month period, Franchisee shall be responsible for the costs and expenses for mandatory training by and through a professional trainer approved by the Franchisor. Although it is not possible to guarantee what training will cost, we estimate that the training costs and expenses will range from $250 to $1,000.

(10) Franchisor has the right to allocate the Promotional (Advertising) Fees between national, state, regional and local advertising funds. Currently, Franchisor allocates all Advertising Fees to one advertising fund. See Item 11.

(11) Under the Full-Service Franchise Agreement, Express Unit Franchise Agreement, Area Development Agreement, and Multi-Franchise Development Agreement, you must indemnify and hold Oggi's, and its respective officers, directors, agents and employees harmless against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under any of these agreements, as well as the costs, including attorneys' fees, of defending against them.

## ITEM 7.
## ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

**Oggi's™ Full-Service Restaurant**

| **Type of Expenditure** | **Estimate Low** | **Estimate High** | **Method of Payment** | **When Due** | **To Whom Paid** |
|---|---|---|---|---|---|
| Initial Fee (10)(11) | $50,000.00 | $50,000.00 | Lump Sum (1) | Upon signing Franchise Agreement (1) | Franchisor |
| Your Training Expenses | $12,500.00 | $32,000.00 | As required by Transportation Lines, Hotels & Restaurants | As Incurred During Training | Transportation Lines, Hotels & Restaurants |
| Your Employee Training Expenses | $30,000.00 | $40,000.00 | Salary & Wages, Taxes & Benefits | As Incurred During Training | Employees |
| Real Estate / Leasehold Improvements (Tenant Improvements) (2) | $339,500.00 | $920,000 | As required by Landlord | As Incurred Before/During Construction | Contractors, Architects & Landlord |
| Furniture, Fixtures, Signs/Signage, Kitchen & Kitchen Equipment, Point of Sale System (3) | $365,000.00 | $500,000 | As required by Vendors, Suppliers & Installers | As Incurred Upon Purchase/Installation | Vendors, Suppliers & Installers |
| Delivery Vehicles (Optional) (4) | $30,000.00 | $30,000.00 | As required by Seller/Lessor | As Incurred Upon Purchase/Lease | Seller/Lessor |
| Insurance Premiums (First Year) | $10,000.00 | $20,000.00 | As required by Insurance Company | As required by insurance company | Insurance Company |
| Licenses, Permits & Lease Deposits (5) | $25,000.00 | $100,000.00 | As required by State/Local Authorities, Landlord &Third Parties | As Incurred Upon Purchase/Licensing | Appropriate State/Local Authorities, Landlord & Third Parties |
| Grand Opening & Advertising (First 1-3 Months) | $10,000.00 | $30,000.00 | As required by Marketing & Media Firms & Designers, Printers, Other Suppliers | As Incurred in First 3 Months | Marketing & Media Firms & Designers, Printers, Other Suppliers |
| Smallwares/Plateware (6) | $20,000.00 | $30,000.00 | As required by Suppliers | As Incurred before Opening | Suppliers |
| Opening Inventory | $8,000.00 | $20,000.00 | As required by Suppliers/Vendors | As Incurred before Opening | Suppliers/Vendors |
| Miscellaneous Costs to Open (7) | $40,000.00 | $50,000.00 | Various | As Incurred before Opening | Various |
| Additional Funds (First 3 Months) (8) | $50,000.00 | $75,000.00 | Various | As Incurred in First 3 Months | Various |
| Contingency | $0.00 | $65,000.00 | Various | As Incurred before Opening | Various |

Total: $990,000.00 – $1,962,000(9)(10)(11)

**Notes:**

(1) $2,500.00 as an initial deposit and the remaining $47,500.00 balance of the Initial Franchise Fee is due upon signing the Full-Service Franchise Agreement with the Franchisor and the lease agreement with the landlord for the Authorized Location. All fees once paid to us are NON-REFUNDABLE.

(2) You will need to lease and build out an Oggi's™ Restaurant. An Oggi's™ Full-Service Restaurant is typically 4,000-6000 sq. ft. and free standing and/or located in a strip center. Rents will be typical for a premium location, and vary according to the quality of surroundings. This includes purchasing graphics and an audio visual package for an Oggi's™ Full-Service Restaurant. Additional unknown costs may increase this number due to excessive ADA requirements, CUP, landscape, fire sprinklers, short-term increases in construction and material costs, etc.

(3) You can reduce costs by selective purchases, leasing and negotiation. This estimate includes installation costs.

(4) One (1) delivery vehicle is optional.

(5) Includes licenses, permits and lease deposit. Includes full liquor license for Oggi's™ Full-Service Restaurant. Does not include insurance for delivery vehicles.

(6) You will need to purchase our spec'd 12-inch plates, 11 inch plates, 9 inch plates, 7.5 inch plates, 16x6 wood boards, ¼ size sheet trays, 8 inch bowls, 6.5 inch bowls, and a taco stand.

(7) This includes $20,000.00 - $30,000.00 of miscellaneous opening expenses (i.e., Grand Opening Training/Promotional Dinner), and $20,000 of estimated Franchisor Expenses to assist with Opening and Training for an Oggi's™ Full-Service Restaurant.

(8) Initial expenses including payroll but not owner salary. We cannot guarantee you will not have additional expenses starting your business. Costs depend on your management skill, experience and business acumen, local economic conditions, local market for our products, competition and market receptivity to your restaurant.

(9) We have relied on our 32 years of experience in owning, operating and franchising Oggi's™ Full-Service Restaurants to compile these estimates. You should consult your own business advisor. We do not offer any financing for your estimated initial investment.

(10) ESTIMATED INITIAL INVESTMENT FOR A MULTI-FRANCHISE DEVELOPMENT AGREEMENT.

If you sign a Multi-Franchise Development Agreement for Oggi's™ Full-Service Restaurants your Initial Fee is $75,000.00 and the remaining initial investment estimate for your first Oggi's ™ Full-Service Restaurant will otherwise be the same as described in this Item 7 chart. This is the only additional initial investment for the Multi-Franchise Development Agreement for Oggi's™ Full-Service Restaurants. All fees once paid to us are NON-REFUNDABLE. Your total initial investment estimate may range from between $1,015,000.00 to $1,987,000. You also should be aware that your initial investment for your second and subsequent Oggi's™ Full-Service Restaurants will likely be higher than the above estimates in this Item 7 chart due to inflation and other economic factors that may vary over time. We do not offer any financing for your estimated initial investment.

(11) ESTIMATED INITIAL INVESTMENT FOR AN AREA DEVELOPMENT AGREEMENT.

If you sign an Area Development Agreement for Oggi's™ Full-Service Restaurants your minimum Initial Fee is $75,000 and the remaining initial investment for your first Oggi's™ Full-Service Restaurant will otherwise be the same as described in this Item 7 chart. If your Area Development Agreement for Oggi's™ Full-Service Restaurants provides for more than three (3) Oggi's™ Full-Service Restaurants your Initial Fee shall increase by $12,500 per store. This is the only additional initial investment for the Area Development Agreement for Oggi's™ Full-Service Restaurants. All fees once paid to us are NON-REFUNDABLE. Your total initial investment estimate may range from between $1,015,000.00 to $1,987,000. The Initial Franchise Fee for each subsequent Oggi's™ Full-Service Restaurant is set forth in Item 5. You also should be aware that your initial investment for your second and subsequent Oggi's™ Full-Service Restaurants will likely be higher than the above estimates due to inflation and other economic factors that may vary over time. We do not offer any financing for your estimated initial investment.

## Oggi's Pizza Express® Restaurant

| Type of Expenditure | Estimate Low | Estimate High | Method of Payment | When Due | To Whom Paid |
|---|---|---|---|---|---|
| Initial Fee (8)(9) | $30,000.00 | $30,000.00 | Lump Sum (1) | Upon signing Franchise Agreement (1) | Franchisor |
| Your Training Expenses | $2,000.00 | $15,000.00 | As required by Transportation Lines, Hotels & Restaurants | As Incurred During Training | Transportation Lines, Hotels & Restaurants |
| Your Employee Training Expenses | $16,000.00 | $22,000.00 | Salary & Wages, Taxes & Benefits | As Incurred During Training | Employees |
| Real Estate / Leasehold Improvements (2) | $175,000.00 | $440,000.00 | As required by Landlord | As Incurred Before/During Construction | Contractors, Architects & Landlord |
| Furniture, Fixtures, Signs/Signage, Kitchen & Kitchen Equipment, Point of Sale System (3) | $210,000.00 | $390,000.00 | As required by Vendors, Suppliers & Installers | As Incurred Upon Purchase/Installation | Vendors, Suppliers & Installers |
| Insurance Premiums (First Year) | $7,500.00 | $12,000.00 | As required by Insurance Company | As required by insurance company | Insurance Company |
| Licenses, Permits & Lease Deposits (4) | $10,000.00 | $80,000.00 | As required by State/Local Authorities, Landlord &Third Parties | As Incurred Upon Purchase/Licensing | Appropriate State/Local Authorities, Landlord & Third Parties |
| Grand Opening & Advertising (First 3 Months) | $5,000.00 | $10,000.00 | As required by Marketing & Media Firms & Designers, Printers, Other Suppliers | As Incurred in First 3 Months | Marketing & Media Firms & Designers, Printers, Other Suppliers |
| Smallwares/Plateware (5) | $5,000.00 | $15,000.00 | As required by Suppliers | As Incurred before Opening | Suppliers |
| Opening Inventory | $6,000.00 | $15,000.00 | As required by Suppliers/Vendors | As Incurred before Opening | Suppliers/Vendors |
| Miscellaneous Costs to Open (6) | $3,000.00 | $15,000.00 | Various | As Incurred before Opening | Various |
| Additional Funds (First 3 Months) (7) | $8,000.00 | $24,000.00 | Various | As Incurred in First 3 Months | Various |

Total: $477,500 - $1,068,000 (6)(7)(8)

**Notes:**

(1) $2,500.00 as an initial deposit and the remaining $27,500.00 balance of the Initial Franchise Fee is due upon signing the Express Unit Franchise Agreement and the lease agreement with the Landlord for the Authorized Location. All fees once paid to us are NON-REFUNDABLE.

(2) You will need to lease and build out an Oggi's™ Restaurant. An Oggi's Pizza Express® Restaurant is typically 1,500-2,500 sq. ft. and generally located in line units and end caps in centers with anchors. Tenant improvements will also typically vary, and estimates are based off of $100/sq. ft. Rents will often vary by location and are based upon square footage. Rent or any estimated fees for any larger or smaller Oggi's Pizza Express® Restaurant will vary dependent upon location and square footage. This includes purchasing graphics and an audio-visual package for an Oggi's Pizza Express® Restaurant. Additional unknown costs may increase this number due to excessive ADA requirements, CUP, landscape, fire sprinklers, short-term increases in construction and material costs, etc.

(3) You can reduce costs by selective purchases, leasing and negotiation. This estimate includes installation costs.

(4) Includes licenses, permits and lease deposit. Includes beer, wine and liquor license for Oggi's Pizza Express® Restaurant.

(5) You will need to purchase our spec'd: (a) plateware; (b) 9.25-inch salad bowls with 24 ounce capacity; (c) Melamine, (d) white 10 inch aluminum pizza trays, and (e) 14 inch aluminum pizza trays.

(6) Initial expenses including payroll but not owner salary. We cannot guarantee you will not have additional expenses starting your business. Costs depend on your management skill, experience and business acumen, local economic conditions, local market for our products, competition and market receptivity to your restaurant.

(7) We have relied on 10 years of experience in owning, operating and franchising Oggi's Pizza Express® Restaurants to compile these estimates. You should consult your own business advisor. We do not offer any financing for your estimated initial investment.

(8) ESTIMATED INITIAL INVESTMENT FOR A MULTI-FRANCHISE DEVELOPMENT AGREEMENT.

If you sign a Multi-Franchise Development Agreement for Oggi's Pizza Express® Restaurants your Initial Fee is $50,000.00 and the remaining initial investment estimate for your first Oggi's Pizza Express® Restaurant will otherwise be the same as described in this Item 7 chart. This is the only additional initial investment for the Multi-Franchise Development Agreement for Oggi's Pizza Express® Restaurants. All fees once paid to us are NON-REFUNDABLE. Your total initial investment estimate may range from between $497,500.00 and $1,088,000.00. You also should be aware that your initial investment for your second and subsequent Oggi's Pizza Express® Restaurants will likely be higher than the estimates in this Item 7 chart due to inflation and other economic factors that may vary over time. We do not offer any financing for your estimated initial investment.

(9) ESTIMATED INITIAL INVESTMENT FOR AN AREA DEVELOPMENT AGREEMENT.

If you sign an Area Development Agreement for Oggi's Pizza Express® Restaurants your minimum Initial Fee is $50,000.00 and the remaining initial investment estimate for your first Oggi's™ Pizza Express Restaurant will otherwise be the same as described in this Item 7 chart. This is the only additional initial investment for the Area Development Agreement for Oggi's Pizza Express® Restaurants. All fees once paid to us are NON-REFUNDABLE. Your total initial investment estimate may range from between $497,500.00 and $1,088,000.00. The Initial Franchise Fee for each subsequent Oggi's™ Pizza Express Restaurant is set forth in Item 5. You also should be aware that your initial investment for your second and subsequent Oggi's Pizza Express® Restaurants will likely be higher than the estimates in this Item 7 chart due to inflation and other economic factors that may vary over time. We do not offer any financing for your estimated initial investment.

## ITEM 8.
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must use only our pizza dough and sauce mixes in the pizza items sold at your Oggi's™ Restaurant. You must purchase these mixes from our approved supplier. You must purchase all beers, proprietary cheeses, dough, tomato sauces, pizza sauces, Philly meats, flours, logo/non logo smallwares, plateware, soft drinks, etc. from our approved suppliers. Approved suppliers may require you to sign contracts with personal guarantees. This is not an exhaustive list.

You must include for sale our private label beer, seasonal beers, private label spirits and cocktails, approved menu and seasonal menus when applicable. We designate required types of ovens and cooking equipment, computer and electronic cash register hardware and software, apparel for uniforms, and pizza delivery vehicles. You may purchase items we approve from our approved sources or from any other available sources. You must obtain our permission to purchase substitute items.

The specifications we utilize for our required items of equipment and food and drink inventory vary over time, based on our experience and assessment of competition and trends.

If we find it necessary to approve sources and suppliers for required items, we favor sources that have established the ability to produce an accurate, high quality and consistent product. We also base our approval upon availability, price, service, reputation and reliability.

If you would like to purchase substitute required items, or desire to purchase any item from an unapproved source, you may request our consent in writing at any time. Based on the criteria outlined above and any other criteria that we feel is pertinent, we will review and either approve or disapprove your request in our sole discretion, normally within 60 days.

We use Left Coast Brewing Company to brew our private label beer and seasonal beers. You may purchase our private label beer and seasonal beers from this supplier. Several of our officers have an ownership interest is this supplier.

We reserve the right to receive payments or other considerations from suppliers in connection with your purchase of goods, products and services as described in this Item 8, as well as in connection with any future purchases of any goods, products or services. Most of these payments are calculated on an amount based on products sold to you. We will retain and use such payments as we deem appropriate or as required by the vendor or manufacturer. During our 2022 calendar year, we received payments and other consideration totaling $141,011 from System suppliers in connection with the purchase of goods, products and services by franchisees. This amount represents 4.4% of our total revenue of $3,208,393 as shown on the financial statements included at Exhibit 8. We do not provide you with any type of accounting or report on these amounts or their uses. We do not currently participate in any purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees but not on behalf of individual franchisees. We do not provide material benefits (for example, renewal or granting additional franchises) to you based on your purchase of particular products or use of particular suppliers.

# ITEM 9.
# FRANCHISEE'S OBLIGATIONS

| | Obligation | Section in Full-Service Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Section in Multi-Franchise Development Agreement | Item in Disclosure Document |
|---|---|---|---|---|---|---|
| a. | Site selection, acquisition/lease | 1.01, 1.03, 1.04, 1.05, 1.06, 3.02, 3.03, 3.04, 3.05, 4.02 | 1.01, 1.03, 1.04, 1.05, 1.06, 3.02, 3.03, 3.04, 3.05, 4.02 | Article IV(B) | Article IV(B) | Items 5, 7, 11, 12 |
| b. | Pre-opening purchase/lease requirements | 9.01, 9.03 | 9.01, 9.03 | N/A | N/A | Item 5 |
| c. | Site development and other Pre-opening requirements pre-opening requirements | 1.01, 2.01, 3.02, 3.03, 3.04, 4.01, 4.02 | 1.01, 2.01, 3.02, 3.03, 3.04, 4.01, 4.02 | Articles II, IV(C) | Articles II, IV | Items 7, 11, 12 |
| d. | Initial and ongoing training | 3.06, 3.07, 3.08, 3.09, 3.10, 3.14 | 3.06, 3.07, 3.08, 3.09, 3.10, 3.14 | N/A | N/A | Items 5, 11 |
| e. | Opening | 3.14, 3.15, 4.02 | 3.14, 3.15, 4.02 | Article IV(A) and Appendix B | Article IV(A), (C), (E), Appendix A | Items 7, 11 |
| f. | Fees | 2.01, 2.02, 2.03, 2.04, 2.05 | 2.01, 2.02, 2.03, 2.04, 2.05 | Article III | Article III | Items 5, 6, 7, 10 |
| g. | Compliance with standards and policies/Operations Manual | 4.01-4.34, 5.01, 5.02, 5.03, 5.04 | 4.01-4.34, 5.01, 5.02, 5.03, 5.04 | Article IV(B) | Article IV(B)(4) | Items 8, 9, 11, 14, 15, 16 |
| h. | Trademark and proprietary information | 3.06, 4.01, 4.03, 4.10, 4.11, 4.18, 4.20, 5.01, 5.02, 5.03, 5.04 | 3.06, 4.01, 4.03, 4.10, 4.11, 4.18, 4.20, 5.01, 5.02, 5.03, 5.04 | Articles II(D), XI | Article II(C), (D), Article XI | Items 13, 14 |
| i. | Restrictions on products/services offered | 4.03, 4.05, 4.07, 4.08, 4.18, 4.20, 4.21, 4.22, 5.01 | 4.03, 4.05, 4.07, 4.08, 4.18, 4.20, 4.21, 4.22, 5.01 | N/A | N/A | Items 8, 16 |
| j. | Warranty and customer service requirements | 4.05, 4.18 | 4.05, 4.18 | N/A | N/A | N/A |
| k. | Territorial development and sales quota | N/A | N/A | Article IV and Appendix A | Article IV; Appendix A | Item 12 |
| l. | Ongoing product/service purchases | 4.07, 4.08, 4.18, 4.20, 4.21 | 4.07, 4.08, 4.18, 4.20, 4.21 | N/A | N/A | Items 8, 16 |

| | Obligation | Section in Full-Service Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Section in Multi-Franchise Development Agreement | Item in Disclosure Document |
|---|---|---|---|---|---|---|
| m. | Maintenance, appearance and remodeling requirements | 3.05, 4.06, 4.09 | 3.05, 4.06, 4.09 | N/A | N/A | Item 17 |
| n. | Insurance | 7.01, 7.02, 7.03 | 7.01, 7.02, 7.03 | Article V | Article V | Item 7 |
| o. | Advertising | 2.03, 3.14, 4.14, 4.33 | 2.03, 3.14, 4.14, 4.33 | N/A | N/A | Items 6,11 |
| p. | Indemnification | 7.02 | 7.02 | Article V | Article V | Item14 |
| q. | Owner's participation, management and staffing | 4.02, 4.17, 7.02 | 4.02, 4.17, 7.02 | N/A | N/A | Item 15 |
| r. | Records and reports | 4.24 | 4.24 | N/A | Article IV | Item 6 |
| s. | Inspections and Audits | 3.10, 4.24 | 3.10, 4.24 | N/A | N/A | Item 6 |
| t. | Transfer | 10.01, 10.02, 10.03, 10.04 | 10.01, 10.02,10.03, 10.04 | Article IX | Articles VII; IX | Items 6, 17 |
| u. | Renewal | 1.03 | 1.03 | N/A | N/A | Item 17 |
| v. | Post-Termination Obligations | 9.04, 9.05, 9.06, 9.07, 9.08 | 9.04, 9.05, 9.06, 9.07, 9.08 | Article VIII | Article VII | Item 17 |
| w. | Non-Compete Covenants | 4.27, 10.01 | 4.27, 10.01 | Article X | Article X | Item 17 |
| x. | Dispute Resolution | 11.7 | 11.7 | N/A | N/A | Item 17 |
| y. | Other –Termination | 9.01, 9.03 | 9.01, 9.03 | N/A | N/A | Item 17 |

## ITEM 10.
## FINANCING

We have developed a turnkey approach to financing, and we are a preferred business for SBA lending purposes. In some very rare circumstances, the franchisee, due to SBA lending rules, may need to finance all or a portion of the Initial Franchise Fee. We are unable to estimate whether you will be able to obtain financing for any or all of your investment and, if so, the terms of such financing. We do not offer direct or indirect financing.

## ITEM 11.
## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, & TRAINING

**Except as listed below, Franchisor is not required to provide you with any assistance.**

A. Pre-Opening Assistance. Before you open (or shortly after you open) your Franchised Business:

1. We will visit your desired market area, using our experience and criteria in evaluating restaurant locations and give you our suggestions regarding potential restaurant locations. We must approve the final location selection. We will not unreasonably withhold our approval, but we will determine or approve the location of any future restaurants and Territories using our then-current standards for approving restaurants and Territories. (Franchise Agreement, Section 3.02.)

2. Final approval of your restaurant site will depend on our review and approval of a proposed lease for the location. We will not be unreasonable in withholding our approval, but a condition to granting approval is that your landlord approve us as a prospective assignee under the provisions in Exhibit "3" to this Disclosure Document. You should obtain your own legal and financial advisors to protect your interests before you sign the lease. (Franchise Agreement, Section 3.03.)

3. We will provide you with our spec book containing required minimal criteria for store layout and design, including furnishings, fixtures, signs and decor. We must approve final layout and design in writing before construction/installation. We will support and assist you in arranging for the construction and installation of your restaurant for the Franchise Fee and under the terms described in Section 3.04 of the Franchise Agreement. However, you may make other arrangements for the overseeing of construction and installation if you are not capable of overseeing yourself. (Franchise Agreement, Section 3.04.)

4. We will loan you a Confidential Operating Manual and revise it as often as we believe it to be appropriate to inform you of advancements and new developments in sales, marketing, operational techniques and other items and procedures that we believe to be necessary to your Franchise Business. (Franchise Agreement, Section 3.06.) The Table of Contents of the Operations Manual is attached as Exhibit 10. There are 85 total pages in the Operations Manual. The pages devoted to each section are disclosed in Exhibit 10. The Table of Contents of the Express Unit Operations Manual is attached as Exhibit 11. There are 65 total pages of the Express Unit Operations Manual. The pages devoted to each section are disclosed in Exhibit 11.

5. We will train you and your designated manager(s) in the management and operation of your Franchise Business for a new store opening. All training must be completed at least two (2) months before your store opens. Additional training after opening will be on a fee basis and at our convenience. (Franchise Agreement, Section 3.08.)

6. Franchisees typically open their stores within 9 to 12 months after they sign a franchise agreement. The factors that affect opening time are the ability to obtain a lease, financing, or building permits, zoning, and local ordinances. Other factors include weather conditions, shortages, supply chain issues, pandemics, Acts of God, and delays in installation of equipment, fixtures, and signs.

7. We will provide our representative to assist you with your store opening during the first week of operations. (Franchise Agreement, Section 3.15.)

B. Ongoing Assistance. During the operation of your Franchise Business:

1. To the extent we believe it is necessary, we will give you our advice on promotional, operational and other business matters. We will also provide field representatives on a fee basis by appointment only if we believe extensive additional assistance is required. (Franchise Agreement, Sections 3.07.)

2. We will arrange to make available for your purchase the Oggi's™ spice and dough mixes, as well as beer products and other proprietary products if applicable. We will also periodically give you a list of suggested sources of other items, such as inventory and supplies. (Franchise Agreement, Sections 3.11 and 3.12.)

3. We have the right to inspect your restaurant at reasonable times to assure the quality of your operation. (Franchise Agreement, Sections 3.10 and 4.06.)

4. We will test new products and menu items periodically and approve for your use those items and products meeting our criteria. We will periodically change the menu items and products meeting our criteria. (Franchise Agreement, Section 3.16.)

5. We will inspect and either approve or disapprove any proposed advertising and promotional materials that you want to use. Approval shall be obtained by franchisee submitting a copy of the proposed advertising to Franchisor for review and approval. If Franchisor does not give franchisee written notice of disapproval within fifteen (15) business days after receipt of the proposed ad copy, then the ad copy shall be deemed to be approved. (Franchise Agreement, Sections 3.14 and 4.14.)

6. We will administer a Promotional Fund for regional advertising. We will design advertising in conjunction with media advertisers and agencies. We control the Promotional Fund exclusively, and there is no franchisee advisory council presently. All of our franchisees must contribute to the Promotional Fund, but we administer the fund and provide financial reports on at least an annual basis for your review. We must use all moneys from the Promotional Fund for advertising and promotional efforts for your benefit. We do not spend any money from the Promotional Fund for soliciting the sale or purchase of additional franchises. We use money from the Promotional Fund for social media management, which is currently managed in-house by Franchisor. On occasion we may be required to loan funds to the Promotional Fund in order to take advantage of an advertising opportunity that cannot be covered by the Promotional Fund in full. Any funds we loan to the Promotional Fund are fully reimbursable to us when and if funds become available. If not all of the Promotional Funds are spent in the fiscal year in which they accrue, the remaining funds may be available in the following fiscal year. Any store owned by us must contribute to the Promotional Fund in the same manner as you must contribute. The timing of expenditures for the Promotional Fund is solely within our discretion. We have attempted to maintain our expenditures for overhead and administration expenses in managing and operating the Promotional Fund at 15% of the Promotional Fund, but the foregoing should not be construed as a guarantee of future overhead and administration expenses. (Franchise Agreement, Sections 3.14 and 4.14).

7. We will have our Operations team visit every store to inspect whether adequate health and safety procedures are being maintained, and full business review focusing on operations and local marketing, as deemed necessary or as requested by franchisee. (Franchise Agreement, Section 4.22).

8. Our system of operations requires our enforcement of a program for your purchase and use of computer and electronic Point-Of-Sale (POS) hardware and software. You must be PCI and EMV compliant. You must buy (or lease) and use the following POS systems:

CBS NorthStar
Address: 12 Morgan
Irvine, CA 92618
Phone: 800 551-7674
Website: cbsnorthstar.com

- iPad Mini - 8.3 inch Apple iPad Mini 6th Gen USB-C + w/ nClose enclosures, built in reader for chip tap and apple pay & hand strap and option to hardwire to ethernet
- 8.3 in nClose Case & handstrap
- Magtek iDynamo6 that now supports chip tap and apple pay/google pay
- Lenovo Thinkcentre M700 Mini PC
- Epson CF-405 Cash Drawer Epson End – Blac
- Epson TM-T88VI-084 Serial/IP/USB Printer-Black w/Power Supply
- Epson TM-U220 IP Printer Gray
- Bematech LS8000 Kitchen Video Controller 1.4 GHz Dual Core
- PAX A35
- Sonic Wall TZ270

    - SonicWall – Network Anti-Virus/Anti-Spam for TZ200 Series
- Aerohive AP122, 2 Radio 2x2:2 802.11a/b/g/n/ac AP, USB
    - Aerohive AP License for HiveManager
    - 1 Year Level 3 and Software Support for Hive AP
    - Upgrade from HiveManager Connect to HiveManager NG
- D-Link 8 Port 10/100 Base-TX Ethernet Switch w/4 PoE Ports
- POS Stand for iPad Case
- Ic8kdsmt-qrVesa Bematech Vesa Monitor Mount Kit
- PT1745P – Planar 17" Black LED LCD Touch Monitor
- LCD Swing Arm Wall Mount (Vesa Compliant)
- iPad 12.9 6th Gen now available with new enclosure, built in CC reader and the ability to hardwire via ethernet run
- nClose Enclosure available
- iDynamo6 bracket
- iDynamo6 reader with chip tap and Apple pay
- IPADGIGABIT+POE -iPad Ethernet Gigabit w/POE Adapter w/USB Micro DGS-1210-28P – Dlink 28 Port PoE Gigabit Smart Switch
- DSL, Wi-Fi, or other High Speed Connection to the Internet that has minimum 5mbps download speed and 1mbps upload speed (1)
- Category 5 Type E Network Cabling
- Separate and Dedicated Ground Bar and Neutral Bar for Electronic Components to be used exclusively for the POS Server Stations and Printers
- Dedicated phone line for the support modem

Required Integrations:

- Reporting software  for sales and labor reporting- to be named
- Orionfor network security
- Beerboard for beer sales metering
- NovaDine for online ordering and Third Party Delivering integration

The number of items identified above is dependent upon your store size and the POS required to operate the store. Of the components and programs identified above, all computer software and POS are proprietary property of the manufacturers. The computer hardware is generic and can be purchased or leased from any manufacturer or source. However, the franchisor does not warrant the compatibility of the POS software with the hardware purchased or selected by the franchisee.

We know of no comparable equivalence to the POS system and computer software. There are other software companies such as ABS Systems, Rapid Fire, Teac and Panasonic who offer similar required features, but not in one system. The POS System and software is available through CBS NorthStar, the Franchisor's current approved vendors. There is no contractual right or obligation on the part of the owners of any proprietary property to provide ongoing maintenance, repairs, upgrades or updates. Maintenance and support contract are optional, and the approximate annual cost to you for maintenance, repairs, upgrades and updates should average less than $10,000. You will use the required POS System and Software to record all purchases, including non-cash transactions, all operating expenses of your restaurant, all employee time and a food and drink inventory. The POS System will be capable of producing an operational review statement, and of establishing a customer database. We will have the ability to independently access information on your POS System without limitation. We have implemented a proprietary business intelligence site and portal through Aegis Foundry that is integrated with the POS System, which service you are required to subscribe.

Our integration with CBS NorthStar also requires the NovaDine online ordering system, which consists of a branded online ordering platform that we developed with NovaDine to satisfy our pick-up, delivery, 3rd party delivery integration, catering, and group ordering needs. Novadine will collect the 3rd party online orders and pass them through to a single printer in the restaurant. This accomplishes two main things: it eases operational issues by automating the 3rd party order entry, instead of having an employee enter the order, and allows visibility into the sales generated by 3rd party delivery companies. NovaDine has reporting functionality that show sales generated among other reporting items. Both of us will have full access to the reporting from both systems, and you authorize us to receive quarterly sales reports directly from your 3rd party delivery partners.

Beerboard monitors the beer sold versus the beer poured using flow meters and integrates with CBA NorthStar to gather sales data. Beerboard is required. Each time a beer is poured a flow meter registers how many ounces of that beer is poured. The system knows what beer is on that line and being poured so it then looks for a sale of that same beer. The system reports the data to you daily and you can monitor it during a shift as well. You will see how efficient your sales versus pours are and allow you to manage your employees to become more efficient.

QR code technology provider to be named.

a. NovaDine Inc

- Address: 1400 Sunday Drive, Suite 109
  Raleigh, NC 27607
  Phone: (877) 857-0111
  Website: novadine.com

b. **Beerboard**

Address: 225 W. Jefferson St.
Syracuse, NY 13202 USA
Phone: (888) 298.3641
Email: info@beerboard.com
Website: beerboard.com

C. You are responsible for selecting a site acceptable to us within 120 days after execution of your Franchise Agreement. We will observe your potential market area, using informal procedures to determine site feasibility. Your prospective site will be evaluated by its overall impression and with consideration given to size, demographics, neighborhood, parking and other physical characteristics. If we do not disprove your site within 10 days after furnishing all required information to us, it will be deemed approved.

D. The typical length of time between signing your Franchise Agreement or the first payment of consideration and the opening of your restaurant is one year. You must open for business not later than twelve months after signing your site lease.

E. Your store may be necessary for future training sessions if it is the closest convenient location.

F. Training. Our training program for the management and operation of the Franchised Business lasts approximately 1 to 3 months, is scheduled as needed, and covers the following:

**TRAINING PROGRAM**

| Subject | Instructional Material | Hours of Classroom Training (1) | Hours of In-Store Training (2) | Instructor (3) |
|---|---|---|---|---|
| Company Orientation | Disclosure Document | 4 | 1-2 Weeks | Opening Team |
| General Management | Oper. Manual | 2 | 1-2 Weeks | Ops |
| Employee Relations | Oper. Manual | 1 | 4 | Ops |
| Purchasing Food Supplies | Oper. Manual | 0 | 4 | Ops |
| Inventory Control | Oper. Manual | 0 | 6 | Ops |
| Accounting Systems | Oper. Manual | 0 | 3 | D.H. |
| Loss Prevention | Oper. Manual | 0 | 2 | Ops |
| Store Maintenance | Oper. Manual | 0 | 6 | Ops |
| POS System | Oper. Manual | 0 | 6 | Ops |
| Beer Management | Oper. Manual | 0 | 4 | Ops |
| Customer Relations | Oper. Manual | 4 | 6 | E.F.; Ops; Mktg. |
| Marketing | Oper. Manual | 2 | 2 | E.F.; Mktg. |
| Merchandising | Oper. Manual | 0 | 2 | Ops |
| Employee Training | Oper. Manual | 0 | 2 | Ops |
| Food Preparation | Oper. Manual | 0 | 4 | Ops |
| Food Handling | Oper. Manual | 0 | 4 | Ops; |

| Subject | Instructional Material | Hours of Classroom Training (1) | Hours of In-Store Training (2) | Instructor (3) |
|---|---|---|---|---|
| | | | | |
| Role Playing | Oper. Manual | 0 | 2 | E.F.; Ops; Mktg. |

(1) All classroom training is conducted at 1245 Puerta Del Sol, San Clemente, California 92673 or your new location.
(2) All in-store, on the job, training will be conducted on site at your new location.
(3) "D.H." refers to Dora Hadjis, Chief Financial Officer who has operated an Oggi's™ Restaurant and its predecessor since 1991.
(4) "E.F." refers to Estella Ferrera, CEO and President.
(5) "Ops" refers to Operations Manager
(6) "Mktg." refers to Marketing Manager

G. We do not charge extra for the initial training. However, you must pay for all travel and accommodation expenses you or your designated manager incur during the training period.

We may occasionally offer additional training programs or refresher courses, on an as-needed or as-requested basis. These additional training programs last from a half-day to a full day. All classroom training is conducted at 1245 Puerta Del Sol, San Clemente, California 92673. All in-store, on the job, training will be conducted at a location TBD by Franchisor. When we offer additional training programs, we will normally charge no fee for attendance. You must pay for all your costs incurred in attending any additional training programs, including cost of transportation, lodging and meals.

H. Our obligations under the Franchise Agreement apply to a developer or franchisee under an Area Development Agreement or a Multi-Unit Agreement. Each time a developer or franchisee signs another Franchise Agreement, our obligations are activated for the new restaurant to be established. We do not have separate obligations under the Area Development Agreement.

# ITEM 12.
# TERRITORY

We grant a franchise for a specific Authorized Location within a defined protected area. Once we approve your Authorized Location, we will grant you an exclusive area (Territory). The Territory will typically be a 2 mile radius from your Authorized Location. You may not transfer the Authorized Location to any other location except with our prior written consent in our sole discretion.

So long as you are not in default of your Franchise Agreement with us, we will not establish or allow a franchisee to establish another Oggi's™ Restaurant within the Territory. While no other Oggi's™ Restaurant will be physically located within your Territory, your Territory may overlap with other franchisee's territory (i.e. area in your Territory may overlap with another franchisee's territory). The Territory's size might be smaller of larger depending upon your Authorized Location, traffic patterns, and the demographics of the area around the Authorized Location. We will identify the Territory in the Franchise Agreement before you sign it. You may operate only from your Authorized Location. You do not receive the right to acquire additional franchises either within or outside of your protected area unless you have otherwise signed a Multi-Unit Franchise Agreement or an Area Development Agreement.

We will determine and approve the location of each Oggi's™ Restaurants and any Territory for each Oggi's™ Restaurant at our then-current applicable standards for sites and Territories.

Area Development Agreement

If you sign an Area Development Agreement, we will not develop or operate or grant anyone else a franchise (except for the Special Sites defined below) in your Development Territory. However, you will not receive an exclusive Territory. We will determine and approve the location of each Oggi's™ Restaurants and any Territory for those Oggi's™ Restaurant at our then-current applicable standards for sites and Territories. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. We will be entitled to develop and operate, or to franchise others to develop and operate, franchises in your Development Territory (except as may be otherwise restricted under any current Franchise Agreement) upon any of the following: (i) the Area Development Agreement has expired or terminated; (ii) the date the last Franchise Agreement in your Development Schedule must be signed; or (iii) the date on which the protected area for your final franchise is determined. At the time you execute your final Franchise Agreement under the Development Schedule, you must have an Authorized Location for your final Restaurant. We determine the Development Territory using the same criteria that is used in deciding a protected area for one franchise. However, the Development Territory must be able to support the number of restaurants you intend to establish in that area.

The rights and restrictions described above regarding what we can and cannot do in a franchisee's protected area for a single franchise are generally the same for the Development Territory set forth in an Area Development Agreement. We are not required to pay you if we exercise any of the rights specified above inside your Development Territory. In addition, we may terminate the Area Development Agreement if you: (i) fail to exercise options to enter into current Franchise Agreements with us within any period on the Development Schedule; (ii) fail to comply with any other terms and conditions of the Area Development Agreement; (iii) make or attempt to make a transfer or assignment in violation of the Area Development Agreement; or (iv) fail to comply with the terms and conditions of any individual Franchise Agreement or of any other agreement to which you and we or our affiliates are parties.

Special Sites are excluded from your Development Territory and we have the right to develop, license or franchise the following Special Site locations: (1) military bases; (2) public transportation facilities, including airports and other transportation terminals; (3) sports facilities, including racetracks; (4) student unions or other similar buildings on college or university campuses; (5) amusement and theme parks; and (6) community and special events. We are not required to pay you if we exercise any of the rights specified above in your Development Territory.

## ITEM 13.
## TRADEMARKS

We grant you the right to operate your restaurant under the Oggi's™, Oggi's Sports Brewhouse Pizza®, Oggi's Pizza & Brewing Co.®, and Oggi's Pizza Express® trademarks. You may also use concurrent and future trademarks to operate your restaurant. By trademark, we mean trade names, trademarks, service marks and logos used to identify your restaurant. The following trademarks are registered with the United States Patent and Trademark Office:

| Trademark | Registration No. | Registration Date | Register |
|---|---|---|---|
| Oggi's Pizza & Brewing Co. | 2865637 | July 1, 2003 | Principal |
| Oggi's Sports Brewhouse Pizza | 4552645 | June 17, 2014 | Principal |
| Oggi's Pizza Express | 4644872 | November 25, 2014 | Principal |
| McGarvey's Scottish Ale | 3693926 | October 6, 2009 | Principal |
| Hoppily Ever After | 5318016 | October 24, 2017 | Principal |

We hold trademarks for our beers, which are not registered with the United States Patent and Trademark Office or any state, including: "California Gold Blonde Ale," "Paradise Pale Ale," "Sunset Amber Ale," "Black Magic Stout," "Torrey Pines India Pale Ale," "Double Up Double IPA," "Duck Dive Hefeweizen," "Oggi's Light Lager," "Oggi's Mighty Light," "The Daily Grind Ale," "POG Project," "50/50 Beersicle," "Rising Sun IPA," "Hazy Go Crazy IPA," and "Oggi's Hard Seltzer." You must follow our rules when you use these trademarks. You cannot use Oggi's™, Oggi's Sports Brewhouse Pizza®, Oggi's Pizza Express®, or Oggi's Pizza & Brewing Co.® as part of a corporate name, and except with our permission, you cannot modify the trademarks in any way.

You cannot use the trademarks in connection with the sale of any product or service except with our written authorization.

The foregoing restrictions specifically include, but are not limited to, the use and/or modification of Oggi's™, with domain names, websites, email addresses, phone numbers, text messaging, account names and usernames. We own the web domains name www.oggis.com and www.oggispizzaexpress.com. When establishing social sites, franchisee must use "[store location].oggis.com" as its name.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action that we think appropriate. You must cooperate and assist us and our lawyers if we do take legal action.

We are not required to defend you, or pay your legal expenses, if a claim is made against you for your use of our trademarks.

You must modify or discontinue the use of any of our trademarks if we modify or discontinue it. If this happens, you will incur costs of compliance (for example, changing signs). You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our trademarks. We do not know of any challenges to the use of our trademarks in any court or governmental proceeding. It is always possible for any trademark holder to be subject to common law rights of unknown and unregistered trademark users who may subsequently surface their claims.

## ITEM 14.
## PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary information in our Confidential Operating Manual. Item 11 describes the Confidential Operating Manual. Although we have not filed an application for copyright registration of the Confidential Operating Manual, we claim copyright protection and regard the information as proprietary. Item 11 describes limitations on the use of this Confidential Operating Manual by you and your employees. You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including our Confidential Operating Manual. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including but not limited to the Confidential Operating Manual and all other copyrighted material. You must comply with all changes to the manuals at your cost. Any passwords provided to you such as by and through the Business Intelligence Maintenance website must remain confidential at all times. You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate. We are under no obligation to defend or indemnify you for losses brought by any third party concerning your use of this information.

## ITEM 15.
## OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require you to be involved in the operation of the Franchised Business and we strongly encourage your participation in the direct operations of your Oggi's™ Restaurant. We believe your participation greatly enhances the success of your business. You must have strong local knowledge of the geographic territory of interest. You must have at least five (5) years of business management experience in the last ten (10) years. You must complete the training program to our satisfaction. You, your supervisor(s) and manager(s) must all be Serve Safe certified. You may have an on-site manager; however, your manager is also required to complete the training program to our satisfaction. If you or the trained manager is not available on-site, you must designate a successor manager within 60 days, and the successor manager must promptly complete our training program, at an additional charge that we will determine at the time, or otherwise satisfy our requirements regarding management experience.

Your designated manager must sign an agreement to maintain confidentiality of the information described in Item 14 and to conform with any competitive limitations described in Item 17.

Each individual who owns an interest in the franchisee entity must sign the Franchise Agreement and a personal guaranty, thereby agreeing to discharge or guarantee the discharge of all obligations of the "Franchisee under the Franchise Agreement." Each individual owner must also undergo a background and credit check. Unless a spouse is also an owner, there is no requirement for your spouse to sign a personal guaranty.

## ITEM 16.
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those proprietary food products and beverages that we have approved, and use only franchisor approved carry-out and delivery boxes, bags and containers. (See Item 9). You must use the franchise specified menu format, including menu design, color and layout. You must make any changes to the menu format or design that the Franchisor may designate from time to time.

You must offer all food and beverage items that we designate as required for all franchisees. These food and beverage items include specified pizza, other dishes, seasonal menus, and designated beverage items, including our private label beer and seasonal beer. Certain food and beverage providers may require you to sign contracts with personal guarantees. For example, Coca-Cola® requires our franchisees to lease equipment and personally guarantee the maintenance. We must approve beforehand any other food or other products or services used in connection with your Franchised Business. (See Item 8).

You must use all proprietary ingredients, including but not limited to spices, dough balls, sauces, and cheeses. You must use only proprietary recipes.

We have the right at any time to add additional authorized products and services that you must sell from your Authorized Location. There are no limits on our right to do so.

We also have the right to designate some products and services as either optional or required for certain franchisees. Those franchisees licensed to sell alcoholic beverages must purchase our private label beer and seasonal beer to offer along with other menu drinks. You must comply with all requirements such as training, participation in the Promotion Fund, insurance and the like.

## ITEM 17.
## RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

### THE FRANCHISE RELATIONSHIP

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| a. | Length of the franchise term | 1.02 | 1.02 | | 20 year term. |
| | | | | Article I, IV, Appendix B | Terms depends on the number of Restaurants to be developed under the Area Development Agreement as specifically set forth in Appendix B. |

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| b. | Renewal or extension of the Term | 1.03 | 1.03 | N/A | Two successive 10 year renewals if no business succession, no deficiency/breach and lease is extended. |
| c. | Requirements for you to renew or extend | 1.03 | 1.03 | N/A | You must give us written notice of your decision at least 9 months before the end of the expiring term; you must sign our then current form of the Franchise Agreement, which may contain terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements; you have complied with our remodeling requirements; you are not in default and have satisfied your obligations on a timely basis; if leasing your Authorized Location, you must have written proof of your ability to remain in possession of the Franchised Business throughout the renewal term. |
| d. | Termination by franchisee | N/A | N/A | Article VI | You can terminate the Area Development Agreement subject to certain conditions. |
| e. | Termination by Franchisor without cause | N/A | N/A | N/A | N/A |

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| f. | Termination by Franchisor with Cause | 9.01 | 9.01 | | We can terminate your franchise if you Default or fail to comply with your obligations. |
| | | | | Article VII(B) | We can terminate your Area Development Agreement if you Default or fail to comply with your obligations. The Franchise Agreement and Area Development Agreement contain cross-default provisions. |
| g. | "Cause" defined - defaults which can be cured | 9.01, 9.02 | 9.01, 9.02 | | You have 5 or 10 days to cure default upon receipt of notice to cure, dependent upon the type of default. |
| | | | | Article VII(B) | You have 30 days to cure defaults not listed in h below. Any curable default under your Franchise Agreement is also a cross-default under your Area Development Agreement. |

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| h. | "Cause" defined – defaults which cannot be cured | 9.02 | 9.02 | | Non-curable defaults: any material misrepresentation or omission in your application for a franchise, insolvency, abandonment, repeated non-compliance, government seizure, non-payment, loss of liquor license, loss of lease, etc. |
| | | | | Article VII(B) | Non-curable defaults: insolvency, appointment of receiver of your property, general assignment for the benefit of creditors, a final judgment remains unsatisfied for 30 days or longer, execution is levied against your business or property, suit to foreclose any lien or mortgage against your premises or equipment within 30 days, failure to meet Development Schedule, etc. Any non-curable default under your Franchise Agreement is also a cross-default under your Area Development Agreement. |

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| i. | Franchisee's obligations on termination/non-renewal | 9.04 | 9.04 | | Obligations include complete payment of all sums due, assignment of lease upon our demand, assignment of telephone numbers, return of Confidential Operating Manual and proprietary materials, cease use of Marks, assign assets, turn over records, etc. We may also have the right to purchase assets of the Franchised Business. |
| | | | | Article VIII | Pay sums owing, liquidated damages, cease use of Marks, assign assets, turn over records, etc. |
| j. | Assignment of Contract by Franchisor | 8 | 8 | | No restrictions on our right to assign. |
| | | | | Article IX(A) | No restriction on right to transfer. |
| k. | "Transfer" by franchisee – defined | 10 | 10 | Article IX(B) | Includes transfer of Agreement and change in ownership of partnership or corporation. |

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| 1. | Franchisor approval of transfer by franchisee | 10.01, 10.03, 10.04 | 10.01, 10.03, 10.04 | | We must approve any transfer, but will not unreasonably withhold consent. |
| | | | | Article IX(B) | We must approve any transfer. |

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| m. | Conditions for Franchisor's approval of transfer | 10 | 10 | | Transferee meets all of our then-current requirements qualifications; transferee has attended our training; transferee executes the then-current Franchise Agreement; transfer fee is paid; all amounts owed by you are paid; required remodel is completed; release signed by you, and other conditions that we may require from time to time as part of our transfer policies. |
| | | | | Article IX(B) | All rights under the Franchise Agreements must also be transferred; and all transfer requirements under the Franchise Agreement(s) shall apply |
| n. | Franchisor's right of first refusal to acquire franchisee's business | 10.03 | 10.03 | N/A | We can match any offer for your business |
| o. | Franchisor's option to purchase franchisee's Business | N/A | N/A | N/A | N/A |

| | Provision | Section in Franchise Agreement | Section in Express Unit Franchise Agreement | Section in Area Development Agreement | Summary |
|---|---|---|---|---|---|
| p. | Franchisee's death or disability | 10.02 | 10.02 | N/A | Your survivors/estate must either qualify as Franchisee or sell to qualified transferee within 6 months |
| q. | Non-competition covenants during the term of the Franchise | 4.27, 10.01, 10.01.4 | 4.27, 10.01, 10.01.4 | N/A | No involvement in any competing business |
| r. | Non-competition covenants after the franchise is terminated or expires | 4.27, 9.04, 9.06 | 4.27, 9.04, 9.06 | N/A | No involvement in a sports-themed, pizza, pasta, salads restaurant and/or brewery or fast casual pizza within 5 miles of any Franchised Business. |
| s. | Modification of the agreement | 11.10 | 11.10 | N/A | Any modification to Agreement must be in writing and signed by you and us, but we have the exclusive right to change the Confidential Operating Manual, list of authorized Marks, and menu. |
| t. | Integration/ merger clause | 11.09 | 11.09 | N/A | Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. |
| u. | Dispute resolution by Mediation or Arbitration | None | None | None | Not provided for. May be accomplished by agreement between the parties. |
| v. | Choice of Forum | 11.03 | 11.03 | Article XII(D) | San Diego, California. |
| w. | Choice of law | 11.02 | 11.02 | Article XII(C) | California law applies. |

# ITEM 18.
# PUBLIC FIGURES

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

# ITEM 19.
# FINANCIAL PERFORMANCE REPRESENTATIONS

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

We compiled our information from the internal, unaudited financial statements of our franchisees for the last two fiscal years, which includes calendar year 2021 and 2022. None of the information was obtained from financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP), but all the information is believed to be reliable. This Item 19 contains three sections: (1) Actual Average Annual Gross Sales information for 15 Oggi's™ Full-Service Restaurants in operation in the United States during 2021 and 2022; (2) the range of Actual Annual Gross Sales for all 15 Oggi's™ Full-Service Restaurants in operation in the United States during 2021 and 2022, and (3) actual and percentages of sales spent on Ingredients (Food and Beverage), Occupancy (Rent, CAM, Utilities) and Direct Labor for all 15 Oggi's™ Full-Service Restaurants in operation in the United States during 2021 and 22. **No Financial Performance Representations are being made on the Express Units (Oggi's Pizza Express® Restaurants).**

There were 15 Oggi's™ Full-Service Restaurants in operation for 2021 and 2022. All 15 Oggi's™ Full-Service Restaurants are owned by franchisees. The information included in the text and charts below is based on reports from all 15 Oggi's™ Full-Service Restaurant restaurants for 2021 and 2022. We prepared this information from reports (profit / loss statements) provided by the franchisees. Gross Sales information and Direct Labor information was drawn directly from the POS system for each restaurant. The information provided is unaudited.

The Oggi's™ brand started in San Diego County, and has invested significant sums in marketing its name, brewery and restaurants in San Diego County and adjacent Southern California markets. This Financial Performance Projection is based on information from restaurants located in San Diego County, California; Orange County, California; Los Angeles County, California; San Bernardino County, California; and Maricopa County, Arizona. If you open a restaurant outside the Southern California market, your restaurant may not enjoy the same initial level of name recognition as Oggi's™ restaurants in Southern California or adjacent markets, and this may adversely affect your sales.

**A new franchisee's individual financials results may differ from the results stated in this Item 19. Substantiation of all information presented in this Item 19 will be made available to you upon reasonable request.**

The earnings claim figures(s) does (do) not reflect the cost of sales, operating expenses, or other costs of expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Oggi's™ Restaurant. Franchisees, or former franchisees, listed in the disclosure document may be one source of information. There may be other costs and expenses not identified.

## Section 1 Actual Average Annual Gross Sales

### Actual Average Annual Gross Sales for All Oggi's™ Full-Service Restaurants in Operation During 2021 and 2022

Calendar Year 2021

The actual average annual gross sales (defined below) for the period January 1, 2021 to December 31, 2021 for 15 Oggi's™ Full-Service Restaurants in the system that were open for operations in 2021 is **$2,339,381.99**. The median gross sales are **$2,282,274.59**. The high gross sales are **$3,394,064.21**. The low gross sales are **$1,496,018.23**. Gross Sales (for the purpose of the system-wide average) are defined as all revenue and receipts derived from the operations of the restaurant, including sales made at or away from the premises, net of sales tax, but after deducting amounts for coupons and promotions. The system-wide average includes all restaurants. The 15 restaurants included were open for all of 2021.

Calendar Year 2022

The actual average annual gross sales (defined below) for the period January 1, 2022 to December 31, 2022 for 15 Oggi's™ Full-Service Restaurants in the system that were open for operations in 2022 are **$2,440,833.30**. The median gross sales are **$2,234,369.00**. The high gross sales are **$3,839,297.00**. The low gross sales are **$1,565,565.00**. Gross Sales (for the purpose of the system-wide average) are defined as all revenue and receipts derived from the operations of the restaurant, including sales made at or away from the premises, net of sales tax, but after deducting amounts for coupons and promotions. The system-wide average includes all restaurants. The 15 restaurants included were each open during 2022.

## Section 2 Actual Annual Gross Sales

## Gross Sales of Oggi's™ Full-Service Restaurants During 2021 and 2022

The Chart below relates to the range of Gross Sales for all 15 Oggi's™ Full-Service Restaurants that were open for operations for 2021 and 2022. 8 of the restaurants are located in free-standing buildings, while 7 of the restaurants shares at least one common wall and is what is referred to as an "end-cap" location in a mall or strip center.

Gross Sales Range lists the actual high and low end of the Gross Sales Range. The information relating to the Restaurants is based on unaudited reports. Some restaurants sold this amount. There is no assurance that you'll do as well.

Calendar Year 2021

| Range of Gross Sales | Number of Stores in Range | Average Sales of Stores in Range | Median Sales of Stores in Range |
|---|---|---|---|
| \$3,394,064.21 - \$2,570,364.46 | 5 | \$3,004,210.30 | \$2,959,678.08 |
| \$2,555,905.23 - \$2,010,114.22 | 5 | \$2,290,313.43 | \$2,282,274.59 |
| \$1,913,857.65– \$1,496.018.08 | 5 | \$1,723,622.25 | \$1,683,156.19 |

Calendar Year 2022

| Range of Gross Sales | Number of Stores in Range | Average Sales of Stores in Range | Median Sales of Stores in Range |
|---|---|---|---|
| \$3,839,297.00 - \$2,555,421.00 | 5 | \$3,224,531.42 | \$3,167,825.00 |
| \$2,576,823.00 - \$1,973,800.00 | 5 | \$2,275,526.61 | \$2,234,369.00 |
| \$1,942,010.35 – \$1,565,565.00 | 5 | \$1,822,441.87 | \$1,874,085.00 |

**Section 3 Costs of Ingredients (Food & Alcohol), Occupancy and Labor as a percentage of Gross Sales by Average and Range for Oggi's™ Full-Service Restaurants 2021 and 2022**

The Chart below relates to the annual costs of Ingredients sold as a percentage of gross sales, annual occupancy costs as a percentage of gross sales, and direct labor costs as a percentage of gross sales. "Ingredients" is defined as the costs of goods sold, including all food and beverages, including alcohol, paper, produce and other ingredients which go into making the products sold in an Oggi's™ Restaurant. "Occupancy" is defined as base rent, and typically includes "common area charges", real estate taxes, insurance, and utilities. "Direct Labor" is defined as the actual labor cost of all personnel in the restaurant, except for management and the franchise owner. Direct Labor does not take into account payroll taxes, any bonuses paid to managers or draws by the owner.

Calendar Year 2021

| | **Average for All Restaurants** | **Median for All Restaurants** | **Low End of Range** | **High End of Range** |
|---|---|---|---|---|
| **Ingredients** (Food & Alcohol) | 26% | 26% | 20% | 30% |
| **Occupancy** (Rent, CAM, Utilities) | 13% | 13% | 7% | 20% |
| **Direct Labor** (Excludes Management) | 23% | 22% | 15% | 28% |

Calendar Year 2022

| | **Average for All Restaurants** | **Median for All Restaurants** | **Low End of Range** | **High End of Range** |
|---|---|---|---|---|
| **Ingredients** (Food & Alcohol) | 29% | 29% | 22% | 35% |
| **Occupancy** (Rent, CAM, Utilities) | 12% | 13% | 7% | 20% |
| **Direct Labor** (Excludes Management) | 29% | 29% | 10% | 42% |

## ITEM 20.
## OUTLETS AND FRANCHISEE INFORMATION

**TABLE 1 – FULL-SERVICE OUTLETS**

**SYSTEM-WIDE FULL-SERVICE OUTLET SUMMARY FOR YEARS 2020-2022**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2020 | 15 | 15 | 0 |
| | 2021 | 15 | 15 | 0 |
| | 2022 | 15 | 15 | 0 |
| | | | | |
| Company-Owned | 2020 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| | | | | |
| Total Outlets | 2020 | 15 | 15 | 0 |
| | 2021 | 15 | 15 | 0 |
| | 2022 | 15 | 15 | 0 |

**TABLE 2 – FULL-SERVICE OUTLETS**

**TRANSFERS OF FULL-SERVICE OUTLETS FROM FRANCHISEES TO NEW OWNERS FOR YEARS 2020-2022**

| State | Year | Number of Transfers |
|---|---|---|
| CA | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 0 |
| | | |
| AZ | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |
| | | |
| Total | 2020 | 1 |
| | 2021 | 0 |
| | 2022 | 0 |

**TABLE 3 – FULL-SERVICE OUTLETS**

## STATUS OF FULL-SERVICE OUTLETS FOR YEARS 2020-2022

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at the End of the Year |
|---|---|---|---|---|---|---|---|---|
| CA | 2020 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2021 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2022 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | | | | | | | | |
| AZ | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | | | | | | | | |
| Total | 2020 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2021 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2022 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |

**TABLE 4 – FULL-SERVICE OUTLETS**

## STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020-2022

**There are no company-owned outlets.**

**TABLE 5 – FULL-SERVICE OUTLETS**

## PROJECTED FULL-SERVICE OUTLET OPENINGS AS OF DECEMBER 31, 2022

| State | Franchise Agreements Signed but Outlet Not Opened | Projected New Franchised Outlet in the Next Fiscal Year | Projected New Company-Owned Outlet in the Next Fiscal Year |
|---|---|---|---|
| CA | 0 | 1 | 1 |
| AZ | 0 | 0 | 0 |
| Total | 0 | 1 | 1 |

**TABLE 1 – EXPRESS UNIT OUTLETS**

**SYSTEM-WIDE EXPRESS UNIT OUTLET SUMMARY FOR YEARS 2020-2022**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2020 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| | | | | |
| Company-Owned | 2020 | 1 | 1 | 0 |
| | 2021 | 1 | 1 | 0 |
| | 2022 | 1 | 1 | 0 |
| | | | | |
| Total Outlets | 2020 | 1 | 1 | 0 |
| | 2021 | 1 | 1 | 0 |
| | 2022 | 1 | 1 | 0 |

**TABLE 2 – EXPRESS UNIT OUTLETS**

**TRANSFERS OF EXPRESS UNIT OUTLETS FROM FRANCHISEES TO NEW OWNERS FOR YEARS 2020-2022**

**N/A**

**TABLE 3 – EXPRESS UNIT OUTLETS**

**STATUS OF EXPRESS UNIT OUTLETS FOR YEARS 2020-2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at the End of the Year |
|---|---|---|---|---|---|---|---|---|
| CA | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | | | | | | | | |
| Total | 2020 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

**TABLE 4 – EXPRESS UNIT OUTLETS**

**STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020-2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Reacquired by Franchisor | Sold to Franchisees | Outlets at the End of the Year |
|---|---|---|---|---|---|---|
| CA | 2020 | 1 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 1 |

**TABLE 5 – EXPRESS UNIT OUTLETS**

**PROJECTED PIZZA EXPRESS OUTLET OPENINGS AS OF DECEMBER 31, 2022**

| State | Franchise Agreements Signed but Outlet Not Opened | Projected New Franchised Outlet in the Next Fiscal Year | Projected New Company-Owned Outlet in the Next Fiscal Year |
|---|---|---|---|
| CA | 0 | 0 | 0 |
| AZ | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

**Current franchisees and the address and telephone number of each of their outlets:**

**ARIZONA – OGGI'S™ FULL-SERVICE RESTAURANTS**

Oggi's™ Restaurant
***Glendale*** – (623) 566-8080
Corey & Jeanne Greenhill
Corte Freccia Plaza
6681 W. Beardsley Road
Glendale, AZ 85308

## CALIFORNIA - OGGI'S™ FULL-SERVICE RESTAURANTS

Oggi's™ Restaurant
***Apple Valley*** – (760) 240-8977
Brent Jones
19201 Bear Valley Blvd., Building D
Apple Valley, CA 92707

Oggi's™ Restaurant
**Barstow** – (760) 253-2001
Max Talia
2854 Lenwood Road
Barstow, CA 92311

Oggi's™ Restaurant
***Carmel Mountain Ranch*** – (858) 592-7883
Sue Haywood
10155 Rancho Carmel Drive
San Diego, CA  92121

Oggi's™ Restaurant
***Del Mar*** – (858) 481-7883
Ryan & Janis Deady
12840 Carmel Country Road
San Diego, CA 92130

Oggi's™ Restaurant
***Encinitas*** – (760) 944-8170
Charidy & Cherock Alcoser
305 Encinitas Blvd.
Encinitas, CA 92024

Oggi's™ Restaurant
***Fontana*** – (909) 320-8594
Jerry Bajwa
16918 S. Highland Avenue
Fontana, CA 92336

Oggi's™ Restaurant
***Garden Grove*** – (714) 534-3599
David Harake
12362 Chapman Avenue
Garden Grove, CA 92840

Oggi's™ Restaurant
***Liberty Station*** – (619) 876-5000
John Choukair
2562 Laning Road
San Diego, CA 92106

Oggi's™ Restaurant
***Mission Valley -*** (619) 640-1072
Wayne Glasser, Steven Barrett, Jeff Jones
2245 Fenton Pkwy
San Diego, CA 92108

Oggi's™ Restaurant
***Mission Viejo*** – (949)215-8570
Kanwal and Helen Mundy
24042 Alecia Pkwy
Mission Viejo, CA 92691

Oggi's™ Restaurant
***Santa Clarita*** - (661) 252-7883
David Valencia, Toufic Hemaidan & Andy Gitipityapon
18810 Soledad Canyon Road
Santa Clarita, CA 9135

Oggi's™ Restaurant
***Santee*** **–** (619) 449-6441
Wayne Glasser, Steven Barrett, Jeff Jones
9828 Mission Gorge Rd., Ste A
Santee, CA 92071

Oggi's™ Restaurant
***Upland*** **–** *(909) 949-8868*
Felix Perez and Anna Wang
1173 E 19th St
Upland, CA 91784

Oggi's™ Restaurant
***Vista*** - (760)295-3500
Craig and Brian Rustad
425 S. Melrose Dr.
Vista, CA 92084

**CALIFORNIA - OGGI'S PIZZA EXPRESS® RESTAURANTS**

Oggi's Pizza Express® Restaurant
***San Diego State University*** – (619) 286-4447
Oggi's Pizza & Brewing Company
Aztec Student Union
5500 Campanile Drive, Room 150
San Diego, CA 92182

**Former franchisees and the address and telephone number of each of their outlets that were terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the last completed fiscal year:**

N/A

**"If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system."**

**Corporate Outlets/Public Venue:**

**Angel Stadium** – (714) 940-2000
200 E Gene Autry Way
Anaheim, CA 92806

## ITEM 21.
## FINANCIAL STATEMENTS

An independent auditor's report with financial statements for the years ended December 31, 2022, 2021 and 2020 is attached as Exhibit "8."

## ITEM 22.
## CONTRACTS

Attached to this Disclosure Document are the following contracts:
Exhibit 1. Full-Service Franchise Agreement
Exhibit 2. Express Unit Franchise Agreement
Exhibit 3. Deposit Agreement
Exhibit 4. Lease Assignment Agreement
Exhibit 5. Gift Card Promotional Agreement
Exhibit 6. Area Development Agreement
Exhibit 7. Multi-Franchise Development Agreement

## ITEM 23.
## RECEIPTS

The receipt is attached as the last exhibit to this Disclosure Document.

## 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 |
| Arizona | Exempt |
| Nevada | Exempt |

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.

## ACKNOWLEDGMENT OF RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

**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 Oggi's Pizza & Brewing Company offers you a franchise, Oggi's Pizza & Brewing Company must provide this Disclosure Document to you 14-calendar days before you sign a binding agreement with, or make payment to, the Franchisor or an affiliate in connection with the proposed franchise sale.

If Oggi's Pizza & Brewing Company 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.

Franchise seller offering the franchise: Estella Ferrera
Oggi's Pizza & Brewing Company
1245 Puerta Del Sol, San Clemente, CA 92673 • 949-218-3964

Issuance date: April [*], 2023

Franchisor's Agent for Service of Process in California: Preovolos Lewin, ALC, 451 A Street, Suite 1600, San Diego, CA 92101

I received a disclosure document dated ___________ that included the following exhibits:

- Full-Service Franchise Agreement
- Express Unit Franchise Agreement
- Deposit Agreement
- Lease Assignment Agreement
- Gift Card Promotional Agreement
- Area Development Agreement
- Multi-Franchise Development Agreement
- Independent Auditor's Report
- List of State Administrators
- Table of Contents of Operations Manuals
- State Disclosure Addendum – California

**Prospective franchisee**

Date: ____________

______________________________________
(signature)

______________________________________
(print)

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- List of State Administrators
- Table of Contents of Operations Manuals
- State Disclosure Addendum – California

**Prospective franchisee**

Date: ____________

______________________________________
(signature)

______________________________________
(print)