FRANCHISE DISCLOSURE DOCUMENT – 2025

El Centro Foods, Inc.
A California Corporation
100 North Brand Boulevard, Unit 16
Glendale, CA 91203
(818) 766-4395

The franchisee will offer restaurant services and prepared food delivery services.

The total investment necessary to begin operation of a Pizza Man franchise is $162,850 to $178,500. This includes $25,000 that must be paid to the franchisor or affiliate.

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

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

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

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

Issuance Date: January 17, 2025

STATE COVER PAGE

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only PIZZA MAN business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a PIZZA MAN franchisee?	Item 20 or Exhibit B 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 A.

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 [State]. 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 [State] than in your own state.

2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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.

FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, “El Centro” or “company” means the franchisor – El Centro Foods, Inc., a California corporation incorporated on February 2, 1973. “You” means the person or legal entity who buys the franchise. If you are a corporation, partnership or other entity, “you” may also refer to your owners. El Centro does business as “Pizza Man.” All of the outstanding shares of El Centro were purchased by Robert D. Ohanian, George Andreasian, Khachatour Avenessian and Garnik Der Ohanian on March 21, 1995. The group assumed all management and executive duties of El Centro. El Centro’s principal business address is 100 North Brand Boulevard, Unit 16, Glendale, California 91203, telephone (818)766-4395. There are no parent entities controlling the franchisor through one or more subsidiaries. El Centro has not had any predecessors or affiliates during the 10 year period immediately before El Centro’s most recent fiscal year.

El Centro’s agent for service of process in California is Robert D. Ohanian, at the above address.

El Centro franchises the operation of restaurants offering prepared pizza under the Pizza Man “He Delivers” name to the general public (“Pizza Man restaurants). El Centro may suggest other products to you as well. El Centro sells you most of the products you offer at your Pizza Man, and also sells these products to general public. You may also offer other products for which you obtain El Centro’s permission. El Centro’s Chairman, President, and treasurer Robert D. Ohanian has owned and operated Pizza Man and other fast food restaurants prior to taking over at El Centro.

In addition to laws and regulations that apply to businesses generally, “Pizza Man” restaurants are subject to various federal, state and local government regulations including those relating to construction, site location, and the sale of food and alcoholic beverages as well as public health and safety codes and ordinances.

Your competitors include other delivery and fast food pizza restaurants, as well as other pizza, gourmet pizza, Italian casual dining restaurants and restaurants in general.

El Centro has offered “Pizza Man” franchises since July 12, 1973. From July 10, 1973 to February 1, 1988, El Centro offered franchises under the name “Chicken Delight” to operate fast food restaurants primarily featuring chicken. Since February 1, 1988 El Centro offered only Pizza Man franchises. El Centro does not conduct business in any other line of business.

At the end of the last fiscal year, there were 10 Pizza Man franchises in operation.

ITEM 2.

BUSINESS EXPERIENCE

Chairman of the Board of Directors, President, Treasurer:
Robert D. Ohanian

Mr. Ohanian has served as President and Chairman of the Board of El Centro since March 21, 1995. Mr. Ohanian's most recent experience is detailed below:

DATES	NAME	LOCATION	POSITION
1999 to the Present	Pizza Man	Van Nuys 7400 Van Nuys Blvd., #15, 91401	Operator
2016 to 2023	Pizza Man	Eagle Rock 1578 Colorado Blvd., #5, 90041	Operator

Secretary: Khachatour Avenessian:

Mr. Avanessian has served as Secretary of El Centro since March 21, 1995, and also serves on the Board of Directors. At the present time (year 2008) Mr. Avanessian has approximately 18 years' experience in Auto Part Distribution With S & L Break Supply & Distribution, 3136 Foothill Blvd., La Crescenta, CA 91214.

Vice President: Shant A. Ohanian:

Mr. Ohanian has served as Vice President of El Centro since October 1, 2010. Before taking this position Mr. Ohanian had over three years' experience in ownership and seven years' experience in operation of Pizza Man franchises. Mr. Ohanian's prior experience is detailed below:

DATES	NAME	LOCATION	POSITION
2014 to 2017	Pizza Man	Los Feliz 5101 Sunset Boulevard, Hollywood, CA 90027	Owner

Item 3.

Litigation

Chicken Delight international, Inc. v. El Centro Foods, Inc. et al. (U.S. District Court for the Central District of California (Case No. 913764 Kn (Kx). In June 1991, El Centro's preferred shareholder filed an action against El Centro alleging breach of contract for failure to pay dividends and redeem the preferred stock. El Centro settled the action in March 1993 by transferring certain franchise rights no longer used by El Centro and by redeeming the preferred stock for $160,000 to be paid over time (secured by the pledge of 98% of the common stock of El Centro). Upon payment in full, the preferred shareholder must transfer its preferred stock back to El Centro for cancellation. Unless there is an uncured default under the settlement agreement, the preferred shareholder may not enforce any dividend, liquidation, redemption or voting rights.

Milton Tominaga v. Vance Shepherd and El Centro Foods, Inc. (U.S. District Court for the Central District of California (Case No. CB 87-0172-ER). In 1987, plaintiff Milton Tominaga, a distributor and former El Centro franchisee, filed an action against El Centro and its President alleging violations of § 1 of the Sherman Act, §3 of the Clayton Act (tying arrangement, group boycott, refusal to deal), unfair competition, interference with contract or prospective advantage and violation of the implied covenant of good faith and fair dealing in connection with El Centro's dealings with Tominaga as a distributor. On April 6, 1988, the Court ruled in favor of El Centro and its President and granted them summary judgment on all prospective advantage or contractual relations. A Jury subsequently awarded plaintiff $45,000 in actual damages and $45,000 in punitive damages on that claim.

Won Jae Kim v. Pizza Man et al. (Superior Court of the State of California in and for the County of San Bernardino Case No. RCV 65263). On December 28, 1992, Won Jae Kim, a landlord filed an action against El Centro alleging breach of lease and seeking payment of rent for the balance of the lease. An Award of Arbitrator dated September 8, 1994, awarded Kim damages in the amount of $45,384 for rent due and interest and $3,500 for attorney's fees and costs.

Antranik and Amalia Martin v. El Centro Foods, Inc., James Dalton, Michael N. Stafford et al. (Los Angeles County, California, superior Court No. BC086918). On August 12, 1993, plaintiff franchisees (the Martins) filed an action against the defendants El Centro, its then-current president and certain attorneys (the "law firm"). The Second Amended Complaint alleged breach of contract, fraud, negligent misrepresentation, negligent supervision of an employee of El Centro and breach of fiduciary duty by El Centro, based on claims that El Centro misrepresented the gross revenues achievable at a franchised location, failed to require franchisees to maintain standards of quality and failed to provide proper training and that El Centro participated in actions of a law firm in misleading the Martins. The Martins sought general and special damages, including punitive damages, rescission and attorney's fees and costs. El Centro filed a cross-complaint on October 11, 1994, alleging nonpayment of fees by the Martins and seeking indemnification from the law firm. After the trial, the jury returned a verdict finding El Centro and the law firm liable to the Martins. Economic damages of $180,000 were assessed against the defendants (including El Centro) and non-economic damages of $55,000 were assessed against El Centro, including findings that El Centro committed malice or fraud. The Martins and El Centro stipulated that the amount of punitive damages that would have been assessed by the jury would have been $20,000. The jury found that the Martins were obligated to return the franchise to El Centro. Costs and disbursements may also be assessed against El Centro. El Centro did not prevail on its counterclaims. Prior to a judgment being entered, the Martins and El Centro entered into a mediation which resulted in a confidential settlement agreement. Under the settlement, El Centro paid a sum of money to the Martins over a period of time and the action was dismissed with prejudice. As between El Centro and the, law firm, the parties have released each other from all claims and split the costs of mediation.

Vigen Nazarian, et al. v. El Centro Foods, Inc. (Los Angeles County, California, Superior Court No. BC418546). On July 24, 2008, plaintiff franchisees (the Nazarians) filed an action against the defendant El Centro alleging unfair competition, breach of contract, breach of the covenant of good faith and fair dealing, slander per se, negligence, fraud and seeking an injunction and declaratory relief. On September 3, 2009, El Centro removed the action to United States District Court, for the Central District of California, Case No. CV09-06438 GHK (AGRx) and Plaintiffs filed a First Amended Complaint on October 6, 2009. El Centro then moved to dismiss Plaintiff's First Amended Complaint. The Court vacated the hearing on El Centro's Motion to Dismiss, instead, *sua sponte,* issuing an Order of Remand on December 8, 2009, remanding the case back to Los Angeles Superior Court for lack of subject matter jurisdiction. El Centro filed a Motion for Reconsideration of the Order of Remand, which was denied. As the parties entered into an agreement to arbitrate disputes, the matter was sent to arbitration before Franchise Arbitration and Mediation Services (FAMS). The arbitration resulted in a confidential settlement agreement and the action was dismissed with prejudice.

El Centro Foods, Inc. v. Food All the Time, et al. (United States District Court for the Northern District of California, Case No.: CV09-4106 MEJ). On September 3, 2009, El Centro filed a complaint against Defendants for Federal Trademark Infringement, Federal Unfair Competition and Designation of Origin, Common Law Trademark Infringement, Trade Name Infringement, State Unfair Competition and Dilution and Injunctive Relief. This matter was dismissed with on October 17, 2017.

Other than these 6 actions, no litigation is required to be disclosed in this Item.

Neither El Centro Foods, Inc. or any person listed in item 2 of the UFOC is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., or suspending or expelling these such persons from membership in this association or exchange.

ITEM 4.

BANKRUPTCY

No bankruptcies are required to be disclosed in this franchise item.

ITEM 5

INITIAL FEES

You must pay an initial franchise fee of $25,000. The initial franchise fee is entirely nonrefundable except as expressly provided below:

The initial franchise fee is due when the franshisee is open for business, and all franchisors's initial obligations are complete.

If El Centro determines that you have not successfully completed (or are not making satisfactory progress in) your initial training, El Centro may cancel all of your rights (and all of its obligations) under the Franchise Agreement. In this case, El Centro will be entitled to a $12,500 fee to cover our sales, training and other expenses paid by you and you'll return all manuals and sign a general release approved by El Centro.

Any current or prior Pizza Man owner who is granted a new, additional, replacement or other franchise, must sign a release for all known and unknown claims against, El Centro-Related Entities, and its affiliates, subsidiaries, corporate parents directors, officers, employees, agents, representatives, attorneys, accounts and any persons affiliated or associated in any way with El Centro-Related Entities excepting only (where so required by applicable law) those claims solely related to the offer and sale of the new Franchise. For example, if you own Franchises No. 1 and are being granted Franchise No. 3, the release by you would cover all matters other than (where so required by applicable law) those solely related to the offer and sale of Franchise No. 3.

Before your "Pizza Man" restaurant opens for business, you must obtain opening inventory in the amount of $5,000.00. If you obtain this from El Centro, you will pay additional amounts to El Centro. The Franchisor will not issue any refunds.

ITEM 6.

OTHER FEES

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Continuing license fee	4% of gross receipts, subject to a minimum	Payable Thursday for preceding calendar wee	See Note 1.
Advertising Fund Contribution	1% of gross receipts subject to a minimum	Same as Continuing License Fee	See Note 2.
Local advertising contribution	3% of gross receipts, subject to a minimum	Same as Continuing License Fee	See Note 3.
Transfer	$3,500	Upon Transfer	See Note 4.
Audit	$2,000	Upon Demand	See Note 5.
Indemnification	Payment of El Centro's losses and costs.	Upon Demand	See Note 6.
Late Fees; Dishonored Checks	Legal maximum or 1% per month $50 for late reports or	Upon Demand	Be advised that the highest interest rate allowed by law in

	payments + $10 per day late penalty. $50 per check dishonored check fee.		California for late payments is 10% annually. $50 late fee for each required report or payment made 10 days after due date + $10 per day late penalty for each late report and/or payment.
Cost of Living Adjustment	Will vary	April 1 adjustment date	Adjusted annually in proportion to the Consumer price index. Currently, the only payment subject to cost-of-living adjustment is the transfer fee.
Advertising Fund Administrative Expense	Will vary	When services are rendered by El Centro	See Note 7.

ALL FEES ARE IMPOSED BY AND ARE PAYABLE TO EL CENTRO. ALL FEES ARE NONREFUNDABLE.

1. Gross receipts means the total gross receipts from sales at, from or in association with your "Pizza Man" restaurant, excluding sales tax (and similar taxes) and cigarettes sales. The minimum continuing license fee you must pay each week is $140.00. Upon termination of the franchise agreement (or during any period of closure of your restaurant), you must pay the minimum continuing license fee for the balance of the term of the franchise (or during any period of closure).

2 You must contribute 1% of total gross receipts to the cost of the design and development of advertising programs by El Centro. The minimum contribution you must pay each week is $35.00. Upon termination of the franchise agreement (or during any period of closure of your restaurant). You must pay the minimum advertising fund contribution for the balance of the term of the franchise (or during any period of closure).

3. You must contribute 3% of total gross receipts for local advertising in your local advertising market. The minimum local advertising contribution you must make each week is $105.00. Upon termination of the franchise agreement (or any period of closure of your restaurant), you must pay the minimum local advertising contribution for the balance of the term of the franchise (or during any period of closure).

4. You must pay this fee for transfers. There are other conditions to transfer (see Item 17).

5. You must pay the cost of the audit only if the audit shows an understatement of at least 5% of gross receipts. The amount of the audit above is an estimate. The costs may be more or less depending on the amount and complexity of the work required to audit books and records of your franchised store.

6. You must pay for any losses to El Centro resulting from the operation of your business and from your failure to pay taxes.

7. El Centro may charge the advertising fund for reasonable administrative costs, salaries and overhead it may incur in activities reasonably related to the administration of the advertising fund and its programs (including, conducting market research, preparing advertising and marketing materials, legal costs and collecting and accounting for the advertising fund,) In any event, we may charge the advertising fund for attorney's fees and other costs related to (a) any action on behalf of the advertising fund (for example, to collect amounts owed by current or past Franchisees to the advertising fund) and/or (b) our defense of any claims against the advertising

fund and/or us (or any related person or entity) with respect to our management of the advertising fund or otherwise or with respect to collecting amounts due.

This is not a separate fee paid by you. Any reasonable administrative costs incurred by El Centro on behalf of the advertising fund are debited from the El Centro Foods, Inc. Advertising Fund account (“Advertising Fund”), which consists of your weekly Advertising and Local Advertising Contributions. (Franchise Agreement, Article 12-Advertising)

ITEM 7.

YOUR ESTIMATED INITIAL INVESTMENT

Expenditures	Amount	Method of payment	When Due	To Whom Payment Made
Initial Franchise Fee (Note 1)	$25,000	Lump sum	At signing of Franchise Agreement	El Centro, Inc.
Real Estate (Note 2)	$1,350 $12,500	As incurred	As incurred	Landlord
Construction and Remodeling	$30,000	As incurred	As incurred	Contractor
Equipment, signs, and improvement (Note 3)	$85,000	As incurred	As incurred	Vendors, contractors, architects
Miscellaneous Opening Costs (Note 4)	$9,500- $12,000	As Incurred	As incurred	Insurance companies, utilities, attorneys, accountants, Etc.
Opening Inventory (Note 1)	$2,000 - $4,000	As incurred	As incurred	Vendors
Additional Funds – 3 months (Note 5)	$10,000	As incurred	As incurred	Employees, vendors
TOTAL: (Note 6)	$162,850 $178,500			

Your actual costs will vary and depending on each market and on a number of factors. All amounts paid to El Centro are nonrefundable. El Centro is unable to represent whether or not amounts paid to third parties are refundable.

Notes:

1. We may finance one-half of the initial franchise fee and beginning inventory. The required down payment would be $15,000, the annual percentage rate of interest is 12% and estimated loan repayments would be $350 per month assuming a financed portion of $15,000 over a 5-year term. See Item 10 for a more detailed description.

2. You must lease a suitable location for your "Pizza Man" restaurant. You must lease between 900 and 1,200 square feet, if you only offer outside delivery or 2,000 to 5,000 square feet if you also have dine-in facilities for customers. Inside seating and on-premises food services to customers require a much larger location. You can expect to pay monthly rent for a standard location ranging from $1.50 to $2.50 or more per square foot. You may have to pay a security deposit for the lease of up to $5,000. All arrangements are up to you and your landlord. The figures in the chart do not include the cost of purchasing a location which would be much higher.

3 You must obtain cooking equipment and other equipment and fixtures such as furniture for your "Pizza Man" restaurant. You may also have to remodel your location, make leasehold improvements and decorate your "Pizza Man" restaurant.

4 This includes security deposits, utility costs, insurance premiums, opening advertising and

professional fees and costs (attorney, accountant) among other things.

5 These expenses are additional funds you may need to expend during the three month initial phase of the business including payroll costs, maintenance expenses, continuing license fees and advertising fund contributions. They do not account for any revenues during this period of time, nor do they include expenses for any of the other categories described above. They do not include your salary or living expenses. These figures are estimates based upon El Centro's experience owning and operating fast food units for over twenty (20) years. El Centro cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on how closely you follow El Centro's methods and procedures, your management skill, experience and business acumen, local economic conditions, the local market, the prevailing wage rate, competition, and customers during the initial period.

6 This estimates your initial start up expenses. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

El Centro has no designated suppliers, or approved suppliers for goods, services, or real estate relating to your franchise business. El Centro will not derive revenue from your purchases or leases. All food products and packaging must be of high quality and must meet El Centro's specifications. You may purchase these items from suppliers of your choice if they are authorized by El Centro. El Centro's criteria for approving suppliers are (1) they will protect El Centro's trademarks, (2) they will adhere to the El Centro's standards, and (3) they will provide high quality service to you at competitive prices. El Centro has no contractual obligation to notify you in a specific period of time of its authorization or non-authorization of proposed suppliers. El Centro generally anticipates that they will respond to your request within approximately 30 days after they receive it, although the circumstances of a particular situation may extend this time. The franchisor will provide material benefits to a franchisee based on a franchisee's use of designated or approved sources.

The franchisor will negotiate purchase arrangements with suppliers for the benefit of franchisees.

There are no suppliers in which an officer of the franchisor owns an interest.

You must obtain El Centro's consent to the location where you intend to operate your "Pizza Man" restaurant before you lease or purchase the real estate. We have no contractual obligation to approve or disapprove the site you select for your business premises within a specific period of time. El Centro generally anticipates that they will notify you of their approval or disapproval of your site within approximately 90 days after receiving notification of your site selection, although the circumstances of a particular situation may extend this time. You must also purchase equipment for your "Pizza Man" restaurant that meets El Centro's specifications.

El Centro also issues specifications included in El Centro's operations Manual or in written communications to you which you must follow for the construction, appearance, design, fixtures, furnishings, alternations, promotional materials and other written materials for your "Pizza Man" restaurant. El Centro will not change these specifications unless you and El Centro agree to do so.

You must obtain insurance coverage against all types of public liability in the minimum amount of $100,000 per person, $300,000 per incident and property damage coverage of $50,000. The insurance must cover "non-owned" vehicles used in your business and all outside delivery people must be at least 18 years old. Additionally, you must obtain business interruption insurance providing for continued payment of all amounts due (or to become due) El Centro or any affiliates under any agreement. The insurance policies must name El Centro as co-insured and must provide that El Centro will receive at least 10 days' prior written notice of cancellation or change.

The cost of all of the items which you must purchase in accordance with specifications represents 100% of your total purchases to establish and operate your “Pizza Man” restaurant.

ITEM 9.

FRANCHISEE’S OBLIGATION

THIS STABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT.

Obligation	Section in Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Sections 7 and 8	Items 8 and 11
b. Pre-opening purchases and leases	Sections 4,5,6,and 7	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 4,5,6,7,and 8	Item 7
d. Initial and ongoing training	Section 3	Item 11
e. Opening	Section 8	Item 11
f. Fees	Sections 11,12,13,17	Items 5,6,and 17
g. Compliance with standards and policies/ Operations Manual	Sections1,4,5,6,7,9	Item 8
h. Trademarks and proprietary information	Sections 1,9,15	Items 13 and 14
I. Restrictions on products And services offered	Sections 4 and 9	Item 16
j. Warranty and customer service requirements	None	N/A
k. Territorial development and sales quotas	Section 1	Item 12
l. On-going product/ service purchases	Sections 4,5,and 6	Item 8
m. Maintenance, appearance and remodeling requirements	Section 9	Item 11
n. Insurance	Section 10	Item 8
o. Advertising	Section 12	Items 6 and 11
p. Indemnification	Section 10	Item 6
q. Owner’s participation management/staffing	Section 9	Item 15
r. Records/Reports	Section 12	Item 6
s. Inspections/Audits	Sections 13 (c)(ii) and 14	Item 6
t. Transfer	Section 17	Item 17
u. .renewal	Section 16 (b)	Item 17
v. Post-Termination obligations	Sections 9 and 21	Item 17
w. Non-Competition covenants (1)	Sections 9 and 17	Item 17
x. Dispute resolution	Sections 22(a) – (d)	Item 17
y. Closure (2)	Section 9	Item 9

(1) You should note that during the term of the Franchise agreement and for 5 years after the termination of the Agreement you will not:

a. have any interest as an owner with or in any competitive business:

b. have any interest or relationship with or in any entity granting franchises or licenses or establishing any type of business:

c. perform services as a director, officer or manager, for any competitive business or any entity establishing competitive businesses; or

d. employ, or seek to employ any person employed by El Centro; any affiliate or by another Pizza Man franchisee without the written consent of El Centro.

CONTINUED OBLIGATIONS DURING CLOSURE, ETC. You and we recognize that closure of your Pizza Man Store may become necessary occasionally for remodeling, due to fire or other causality, governmental action, etc. If this closure becomes necessary, you will immediately notify us, submit a plan for re-opening (with discussion of budget, deadlines, possible relocation and subject to our reasonable approval) and diligently take all steps necessary to fully re-open your Pizza Man Store for business as soon as possible. All financial obligations of yours to us or any affiliate, whether under this Agreement or any other, will remain in full force and effect during this closure and any amounts due or to become due us or any affiliate calculated based on Gross Volume or similar amounts (such as percentage royalties, percentage Marketing Fund Contributions, percentage rent, etc.) will continue to be paid during this closure. For payment purposes, weekly Gross Volume during any closure will be assumed to be at least equal to the average weekly Gross Volume during the 3 months prior to this closure. Since you will continue to have this obligation to pay percentage and other amounts based on average assumed Gross Volume even though your Pizza Man Store is closed, you must obtain business interruption insurance.

ITEM 10.
FINANCING

El Centro does not offer direct or indirect financing. El Centro does not guarantee your note, lease, or obligation.

ITEM 11.

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

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

Before you begin operations, El Centro will:

(1) Make available opening inventory of food products, supplies and packaging for your purchase and assist you in arranging for the purchase of products, supplies and equipment (See Section 3(a) of the Franchise Agreement.

(2) Provide you with confidential information including a copy of the Operations Manual, recommendations and not less than 14 days of training (See Section 3(b) of the Franchise Agreement).

(3) Provide you with training (See Section 3(b) of the Franchise Agreement). Franchisee must attend training, and may include up to two other persons, at your "Pizza Man" restaurant, for 14 days and conducted by El Centro's personnel listed in item 2 or by other franchisees or representatives of El Centro. Training must be completed at a minimum of 14 days prior to opening of your "Pizza Man" restaurant. There is no fee charged for training. The Franchisee must pay for all travel and living expenses of the participants in the training program. Training materials will include the Operations Manual. Training is mandatory for new franchisees and you are responsible for travel and living expenses of the participants in the training program. The Franchise Agreement does not require El Centro to provide any additional training. Each of the training instructors has 30 years of experience with regard to each subject being taught during the training program.

Training will be held in the franchisee's location, and the owner must be present for the training. The training will be held during the escrow period, and will be held until the franchisee determines they are comfortable with daily operations on their own.

No additional training program is required outside of the established procedure above.

You'll be given reasonable opportunity to view (but not to make notes from) the Operations Manual before you sign the Franchise Agreement. Before you view the Manual, you must sign a confidentiality agreement. See Exhibit "F".

Table of Contents

During the operation of your business, El Centro will:

(1) Provide the services of advisory personnel (See Section 3 (c) of the Franchise Agreement).

(2) Consider your request for approval of suppliers (See Section 4 (b) of the Franchise Agreement). El Centro anticipates responding to your request within 30 days after you supply all information necessary to El

Centro to evaluate the proposed supplier.

(3) Make food products, packaging and supplies available for your purchase (See Section 3 (a) of the Franchise Agreement).

(4) El Centro may inspect your operations (See Section 14 of the Franchise Agreement).

(5) El Centro May audit your business records (See Section 13 (c) of the Franchise Agreement.

(6) Administer an advertising fund (See Section 12 of the Franchise Agreement), as follows:

El Centro's advertising program may include dissemination of advertising through print, radio, television and other media. This coverage may be local, regional, multi-regional or national in scope. El Centro may either employ an advertising agency to assist in the development, production and dissemination of advertising materials, or it may hire personnel to perform these functions.

You may also develop your own advertising material, but you must obtain El Centro's written approval of these materials before using them. You must also obtain El Centro's written approval of advertising on the internet or a worldwide web page.

You must contribute to the advertising fund for both general advertising and local advertising markets in the amount specified in item 6. Company owned units must also contribute. Some franchisees may contribute at a different rate. Contributions for both general advertising and local advertising are deposited in a separate Advertising Fund, El Centro administers the advertising fund. El Centro is not obligated to audit the advertising fund, but it will provide you with a statement of total contributions and expenditures of the fund upon request. El Centro will not use the advertising fund for its general operating expenses, except for salaries, administrative costs and overhead involved in administering the fund and its marketing programs. If all monies in the Advertising Fund are not spent in the fiscal year in which they are accumulated, the funds are carried over for use in the next fiscal year. You will not receive a periodic accounting of how advertising fees are spent.

During the fiscal year ended September 30, 2022, funds were spent as follows:

Cost of Sales	4%
Administrative Expense	92%
Income Tax	4%

El Centro must use the amounts you contribute for local advertising in your local advertising market.

The advertising fund will not be use for advertising principally directed at the sale of franchises.

El Centro will generally strive to use advertising funds to develop advertising and marketing materials and programs, and place advertising to benefit all Pizza Man Stores. El Centro has no obligation to ensure that expenditures in or affecting any geographic area are or will be proportionate or equivalent to contributions by other Pizza Man stores operating in that geographic area or that any Pizza Man store will benefit directly or in proportion to its contributions or from the development of advertising and marketing materials, the placement of advertising or for any other reason.

El Centro does not require cooperatives to be formed, changed, dissolved or merged.

El Centro does not require you to buy or use electronic cash register or computer systems, although you are free to do so.

You select the location for your "Pizza Man" restaurant with El Centro's prior approval in writing. We will use our best efforts to approve or disapprove your proposed site within 90 days from the date you submit your proposal along with all other information relating to the site that we may require. In general, the factors which

El Centro will consider are population density and competition in the area. If you and El Centro cannot agree on a business site, El Centro will not refund the Initial Franchise Fee as a result of such consequence.

The following table summarizes the content of the initial training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Operations	49	0	Your “Pizza Man” Pre-Approved Franchisee location
Accounting	2	0	Your “Pizza Man” Pre-Approved Franchisee location
Personnel	2	0	Your “Pizza Man” Pre-Approved Franchisee location
Food Production	100	0	Your “Pizza Man” Pre-Approved Franchisee location
Sanitation And Maintenance	0	2	Your “Pizza Man” Pre-Approved Franchisee location
Insurance	1	0	Your “Pizza Man” Pre-Approved Franchisee location
Advertising	3	0	Your “Pizza Man” Pre-Approved Franchisee location
Forms and Reports	1	0	Your “Pizza Man” Pre-Approved Franchisee location

The content of the training program includes the topics referenced above and are referenced in the Operations Manual. As stated above, you will be given reasonable opportunity to view (but not to make notes from) the Operations Manual before you sign the Franchise Agreement. Before you view the Manual, you must sign a confidentiality agreement. See Exhibit “F”.

You and/or your appointed managerial representative must attend the training. If El Centro determines that you have not successfully completed (or are not making satisfactory progress in) your initial training, El Centro may cancel all of your rights (and all of its obligations) under the Franchise Agreement. In this case, El Centro will return the initial franchise fee (less $12,500 to cover our sales, training and other expenses) paid by you and you’ll return all manuals and sign a general release approved by El Centro.

El Centro anticipates that you will begin operations approximately 180 days after signing the Franchise Agreement. The factors that affect this time are site selection and location development. You must obtain possession of the premises and be open for business within 9 months of the date of the Franchise Agreement. El Centro must approve your site within 90 days of being notified.

ITEM 12.

TERRITORY

You will receive a territory located within a city. It is not exclusive and it will be marked on a map and attached to your Franchise Agreement. The territory is generally a 3 mile radius from the location of your "Pizza Man" restaurant. However, this may vary depending on population density, demographics and freeway access. The maximum radius is 3 miles and the minimum territory may have a shorter radius if the territory has a population of at least 25,000. El Centro determines population by reference to U.S. post office statistics. El Centro will not open a company-owned "Pizza Man" restaurant in this territory, nor will it franchise the right to do so to someone else.

El Centro does not intend to establish other franchises or company-owned outlets to operate Pizza or similar products under a different trademark, although it reserves the right to do so in the future.
You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Under Section 2 of the Franchise Agreement El Centro can acquire other businesses (or be acquired by a company operating businesses) in your territory, including situations in which the businesses are converted to the Pizza Man format or in which company-owned or other units are converted to another format and in any of these situations you would have no rights to oppose. El Centro can operate or franchise other pizza stores in your territory if they don't identify themselves by the Pizza Man® name, etc. El Centro can use the Pizza Man name, etc. for competitive businesses (a business selling items or services that are different from those sold by you) located anywhere and can use the Pizza Man name, etc. for any business or product, competitive or not, which is not distributed through a Pizza Man store. Except when advertising cooperatively with appropriate franchisees, neither El Centro nor you can advertise or solicit orders within another franchisee's territory. You and El Centro can accept orders from outside your territory without special payment.
The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises within the territory or contiguous territories.

Your right to conduct business in your territory is not dependent upon a certain sales volume, market penetration or other contingency. However, you must pay the minimum continuing license fee and advertising fund contributions. No compensation will be paid by the Franchisor to the Franchisee for soliciting or accepting orders within franchisee's territory.

ITEM 13.

TRADEMARKS

El Centro grants you the right to operate a restaurant under the name "Pizza Man".

You must follow El Centro's rules when you use El Centro trademarks. You cannot use the name "Pizza Man" or any variation as part of your legal name. You may not use El Centro's trademarks in a manner not authorized by Centro in writing.

The Franchisor will protect the Franchisee's right to use the trademarks and will protect the Franchisee against claims of infringement or unfair competition arising out of the Franchisee's use of them. However, online platforms will not have any protections.

Following is a chart that presents registration information with the U.S. Patent and Trademark Office ("PTO") on El Centro's primary trademarks:

Registration Number	Description of Mark	Principal/ Supplemental	Registration Date

1,164,160	Pizza Man (service mark) (Class 42)	Principal	August 4, 1981
1,156,564	Pizza Man (trademark) (Class 30)	Principal	June 2, 1981
1,173,708	Pizza Man "He Delivers" (service mark) (Class 42)	Principal	October 13, 1981

El Centro has filed all required affidavits for these marks.

There are no currently effective material determinations of the PTO Trademark Trial and Appeal Board, the trademark administrator of this state of any court, or any pending infringement, opposition or cancellation or any pending material litigation involving the principal trademarks.

No agreements limit EL Centro's right to use or license the use of its trademarks.

As a matter of practice, El Centro protects you against claims of infringement if franchisees you are using the trademarks as required by the Franchise Agreement, although it is not required to do so. El Centro is aware of the use of the name "Pizza Man" in Paxton, Illinois but does not know if this use continues. Other than this, El Centro knows of no infringing uses which could materially affect your use of the trademarks.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue the use of any of the Marks or for you to use one or more additional or substitute trademarks or service marks, you must immediately comply (at your expense) with our directions to modify or otherwise discontinue the use of the Marks, and/or use one or more additional or substitute trademarks or service marks. You agree that we will not have any liability or obligation to you for any expenses associated with this modification or discontinuance.

ITEM 14.

PATENT, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or copyrights are material to the franchise.

Other types of trade secrets and proprietary information which may be disclosed to you include techniques of food preparation, operations, merchandising, recipes, specifications and the Operations Manual and other confidential written materials.

ITEM 15.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

El Centro does not require that you personally supervise your “Pizza Man” restaurant. However, El Centro recommends that you do so. El Centro does not limit whom the franchisee can hire as an on-premises supervisor. However, El Centro recommends that the supervisor complete the training program. If the franchisee is a business entity, the on-premises supervisor is not required to have an equity interest in the franchise.

El Centro requires that you cause each of your employees, agents and principals to execute and deliver to you a Confidentiality Agreement in a form or forms consented to by us. An original of each executed Confidentiality Agreement will be kept on the Premises at all times and available for our inspection during business hours. You will, on our request, deliver to us copies of any Confidentiality Agreement

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell the food products El Centro specifies. You must offer pizza products, but the sale of other food products described in El Centro’s Operations Manual is optional. You may also sell additional food products and make changes to the products offered if El Centro authorizes you to do so in writing. El Centro will make a decision whether or not to authorize the sale of products bearing El Centro’s trademarks based on the compatibility of the products with the “Pizza Man” image. There are also restrictions on the packaging of the products you offer (see item 8). You must follow these restrictions unless packaging supplies are unavailable and you have El Centro’s written permission.

El Centro’s Operations Manual describes food preparation methods that you must follow. You must serve food hot and freshly prepared. You must allow customers to pick up food products or to consume them on the premises (if you have suitable seating arrangements). If you offer delivery services you must deliver food hot and fresh and use delivery vehicles equipped with heat preservation containers.

Your “Pizza Man’ restaurant must be open at all reasonable business hours including hours that competitive stores in your area are open.

The Franchise Agreement does not provide that El Centro has the right to add additional or make changes to the authorized services that you must offer.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists 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**	**Summary**
a. Length of the term of the franchise	Section 16 (b)	1 year
b. Renewal or extension of the term	Section 16 (b)	5 successive 1 year terms unless either party gives 180 days’ written notice
c. Requirements for you to renew or extend	Section 16 (b)	Sign release; either party may decide not to renew by sending notice. On renewal, franchisees may be

		asked to sign a new contract with materially different terms and conditions.
d. Termination by you	None	
e. Termination by El Centro without us	Section 21	El Centro may terminate the Agreement at any time, return the initial franchise fee paid by you and allow you to continue in business.
f. Termination by El Centro with cause	Sections 18 and 19	El Centro can terminate only if you commit any one of several Violations

Provision	**Section in Franchise Agreement**	**Summary**
g. "Cause" defined-defaults whic can be cured		Failure to make any payments or submit required reports within 15 days written notice of non-receipt; failure to pay or deliver reports on time for 2 consecutive weeks or for 3 out of 5 consecutive weeks; any breach of Sections 5,6,7,9 of the Agreement; any other breach that is is not cured within 15 days after written notice; closure of your "Pizza Man" restaurant for more than 5 consecutive days; failure to comply with any provision of the Agreement and/or Manuals 3 or more times within 24 consecutive months or failure to comply with the same requirement 2 or more times in 12 months; any default under the Agreement or any other agreement. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Provision	**Section in Franchise Agreement**	**Summary**
h. "Cause" defined-defaults which cannot be cured	Section 19	Non-curable defaults: Bankruptcy, insolvency, Appointment of receiver, assignment for benefit of creditors by you or any guarantor. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).
Your obligations on termination/ non-renewal	Section 21	Remove and discontinue use of all the items bearing El Centro's trademarks, relinquish telephone number, return all manuals and written materials, discontinue use El Centro's trademarks, pay El Centro all continuing license fees, advertising contributions and other amounts owing
j. Assignment of contract by El Centro	Section 17	No restrictions on El Centro's right to assign

k. "Transfer" by you –definition	Section 17	Includes assignment, sale, transfer or of Franchise Agreement Or any of your rights or licenses
l. El Centro's approval of transfer by you	Section 17	El Centro will approve transfers if certain conditions are met
m. Conditions for El Centro's approval of transfer	Section 17	Conditions include: Qualification of transferee, Transferee assumes Obligations and signs then-current agreement Payment of amounts due us, submission of all reports and financial statements, transferee completes training, transferee obtains all required permits and licenses, landlord consents to Lease assignment, you sign a release, subordination of Transferee obligations to you, Compliance with laws, payment of transfer fee of $3,500.00(subject to cost-of-living adjustment), you must sign an agreement satisfactory to El Centro and the transferee that you will not compete for 5 years or Within 5 miles of your "Pizza Man" Restaurant or within 3 miles of any Existing "Pizza Man" restaurant
Provision	**Section in Franchise Agreement**	**Summary**
n. El Centro's right of first refusal to acquire your business	Section 17	El Centro can match any offer for your business
o. El Centro's option to purchase your business	Section 20	El Centro has the right to match offer
p. Your death or disability	Section 17	Transfer to qualified third party within 6 months subject ToEl Centro's consent. El Centro may operate the business on your Behalf.
q. Non-competition covenants during the term of the franchise	Section 9	No involvement in any competitive business
r. Non-competition covenants competing after the franchise is terminated or expires	Section 9 and 21	No interest in business for 15 yrs The Franchise Agreement Contains a covenant not to compete which extends Beyond the termination of the Franchise. This provision may not be enforceable under California law
s. Modification of the agreement	Section 22(m)	No modifications generally unless signed by both parties
t. Integration/merger clause	Section 22(s)	Only the terms of the Franchise Agreement are binding. Any other promises may not be enforceable. Any representations or promises outside of the disclosure document and franchise agreement many not be enforceable.
u. Dispute resolution by	Section 22(a)	Except for certain claims, all disputes resolved through mediation/arbitration in California; Waiver of jury trial and punitive damages. The franchise Agreement requires binding Arbitration. The arbitration will occur at the office of the arbitrator closest to our headquarters, with The cost being born by each party. This provision may not be enforceable under California law.
v. Choice of forum	Section 22(b)	Litigation in Court encompassing El Centro's headquarters, but Federal Arbitration Act preempts

		State law
w. Choice of law	Section 22(q)	Law of state where the franchisee is located applies.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

ITEM 18.

PUBLIC FIGURES

El Centro does not use any public figure to promote its 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 do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Robert Ohanian, 100 North Brand Boulevard, Unit 16, Glendale, California 91203, telephone (818)766-4395, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.

LIST OF OUTLETS

Franchisee Status Summary

Systemwide Outlet Summary
For years 2022-2024

TABLE 1:

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	12	12	0
	2023	12	10	-2
	2024	10	10	0
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0****	0****
Total Outlets	2022	12	12	0
	2023	12	10	-2
	2024	12****	10****	0****

Transfer of Outlets from Franchisees to New Owners
For years 2022-2024

TABLE 2:

State	Year	Number of Transfers
California	2022	0
	2023	0
	2024	0
Total Outlets	2022	0
	2023	0
	2024	0

Status of Franchised Outlets
For years 2022-2024

TABLE 3:

State	Year	Outlets a Start of the Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets a End of Year
California	2022	12	0	0	3	0	0	12
	2023	12	0	0	0	0	2	10
	2024	12	0	0	0	0	0	10
Totals	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	2	10
	2024	10	0	0	0	0	0	10

Status of Company Owned Outlets
For years 2022-2024

TABLE 4:

State	Year	Outlets at Start of the Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
California	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Projected Opening as of September 30, 2024

TABLE 5:

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
California	0	2	0
Total Outlets	0	2	0

Attached to this Disclosure Document as part of Exhibit “B” is a list of the names, addresses and telephone numbers of all existing franchisees as of September 30, 2024.

Exhibit “B” also includes a list of the name and last known home address and telephone number of every franchisee who has had his or her franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the twelve months ended September 30, 2024 or who has not communicated with El Centro or its representative within the 10 week period before September 30, 2024.

No franchisees signed confidentiality clauses during the last three fiscal years restricting their ability to speak openly about their experience with El Centro Foods. There is no trademark-specific franchisee organization associated with the franchise system.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 21.

FINANCIAL STATEMENTS

Attached as Exhibit "C" to this Disclosure Document are El Centro's audited financial statements as of September 30, 2022, September 30, 2023 and September 30, 2024.

Franchisor is undercapitalized and may not be able to meet preopening obligations to all franchisees.

The Franchisor's fiscal year end is September 30th of each year.

This questionnaire does not apply to franchises who intend to operate the franchised business in the State of California.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (1) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (2) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 22.

CONTRACTS

The following contracts are attached to this Disclosure Document:

EXHIBIT D: Franchise Agreement
EXHIBIT E: Promissory Note and Exhibits
EXHIBIT F: Confidentiality Agreement and Acknowledgment of Opportunity to Examine Manuals
EXHIBIT G: Site Selection Acknowledgment
EXHIBIT H: Guaranty of Obligations

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

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.

ITEM 23.

RECEIPT

The last page of the disclosure document (following the exhibits and attachments) is a document acknowledging receipt of the disclosure document by you.