FRANCHISE DISCLOSURE DOCUMENT
Z PIZZA INTERNATIONAL, INC
a California corporation
2601 Main Street, #910
Irvine, California 92614
949-222-5600
www zpizza com
zpizza@zpizza com

We offer franchises for the operation of "ZPizza Restaurant" restaurants offering specialized pizza, pasta, sandwich and salad items using fresh ingredients for take-out, dine-in and delivery

The total investment necessary to begin operation of a ZPizza franchised business is $249,000 to $359,000 This includes $30,000 that must be paid to the franchisor and/or its affiliate, as appropriate The total investment necessary to begin operation of a ZPizza Tap Room is $472,500 to $767,000 This includes $30,000 that must be paid to the franchisor and/or its affiliate, as appropriate

If you are an area developer, you will pay a development fee equal to $30,000 for the first restaurant to be developed plus $15,000 for each additional restaurant to be developed under the Area Development Agreement The development fee is applied pro rata to the initial franchise fees due for each restaurant to be developed after the first If you commit to develop 2 restaurants, the total initial investment necessary to begin operation as an area developer is $264,000 to $782,000 This includes $45,000 that must be paid to the franchisor and/or its affiliate, as appropriate

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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale **Note, however, that no government agency has verified the information contained in this document**

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Christopher Bright at 2601 Main Street, #910, Irvine, California 92614 and (949) 222-5600

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

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as "*A Consumer s Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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 April 26, 2017

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit A for information about the franchisor, about other franchisors, or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AND AREA DEVELOPMENT AGREEMENTS REQUIRE THE FRANCHISEE TO ARBITRATE ONLY IN CALIFORNIA OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO ARBITRATE WITH THE FRANCHISOR IN CALIFORNIA THAN IN YOUR HOME STATE

2 THE FRANCHISE AND AREA DEVELOPMENT AGREEMENTS STATE THAT THE LAW OF CALIFORNIA GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $249,000 TO $767,000 THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2016, WHICH IS REPORTED AS ($568,287)

4 AS PER THE AUDITED BALANCE SHEET DATED DECEMBER 31, 2016 THE FRANCHISOR HAD A WORKING CAPITAL DEFICIENCY OF ($623,395) AND A NET WORTH DEFICIENCY OF ($568,287)

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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 is <u>our</u> agent and 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

Effective Date See the next page for the state effective dates

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	
Connecticut	
Florida	February 1, 2017
Hawaii	
Illinois	
Indiana	
Kentucky	January 25, 2005
Maine	Exempt
Maryland	October 5, 2016, amended as of _____
Michigan	
Minnesota	
Nebraska	June 7, 2006
New York	
North Carolina	Exempt
North Dakota	
Rhode Island	
South Carolina	
South Dakota	
Texas	October 21, 2004
Utah	
Virginia	September 23, 2016, amended as of _____
Washington	January 22, 2017, amended as of _____
Wisconsin	

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this Disclosure Document, "we", "us" and "our" means ZPizza International, Inc , the Franchisor "You" means the individual(s), corporation, partnership, joint venture, or other entity that buys the franchise from us We are a California corporation, incorporated on January 22, 1999, and we maintain our principal place of business at 2601 Main Street, #910, Irvine, California 92614 Our telephone number is (949) 222-5600 We do not do business under any name other than that listed above However, as described below, ZPizza Corporation, our licensor of the ZPizza marks has operated and licensed others to operate ZPizza restaurants since 1986 We have conducted business as an operator of pizza restaurants (the "Restaurant" or "ZPizza Restaurant" or "Tap Room" or "Franchised Business") since our incorporation in 1999 We have offered franchises since 1999

We have no parent or predecessor We have an affiliate, ZPizza Stores, Inc (ZPSI), a California corporation formed on April 25, 2005, and which maintains its principal place of business at 2601 Main Street, #910, Irvine, California 92614 ZPSI has never conducted business in any other line of business nor has offered franchises in this or any other lines of business From April 2005 to 2016, ZPSI operated a business of the type being franchised located in Hancock Park, Los Angeles, California ("Larchmont") In 2012, ZPSI reacquired from a franchisee the ZPizza Restaurant located in Silver Spring, Maryland In 2013, ZPSI reacquired from a franchisee the ZPizza Restaurant located in Washington, DC which closed in 2016

ZPizza Corporation (sometimes referred to as "ZPC"), a California corporation wholly owned by Sid Fanarof, has licensed the ZPizza Restaurant system and the proprietary marks in connection with franchising ZPizza Restaurants worldwide to us (the "License") The perpetual License agreement was signed on January 25, 1999 Per the License, ZPC retains the exclusive right to own and operate ZPizza Restaurants in Orange County, California, subject to our right to develop ZPizza Restaurants in specifically defined locations ZPC also retains a nonexclusive right to develop five additional ZPizza Restaurants at other locations within the United States not otherwise subject to notification from us of our intention to develop or franchise others to develop ZPizza Restaurants ZPC has also granted us an exclusive worldwide license outside of Orange County, California to open and operate ZPizza Restaurants The address of ZPC is 909 Canyon View, Laguna Beach, California 92651

ZPC has operated ZPizza Restaurants in Southern California since 1986 ZPC has never conducted business in any other line of business nor has offered franchises in any line of business, including the operation of pizza restaurants ZPC has also entered into an agreement with a former shareholder allowing such shareholder to operate three ZPizza Restaurants at certain locations in southern California previously operated by ZPC and transferred to the shareholder

We are solely in the business of offering and selling ZPizza franchises We have never offered franchises in any other line of business ZPizza opened its first restaurant in November 1999 ZPizza sold the Seal Beach, California location to a franchisee in 2014 and is the licensor of 17 Restaurants

ZPC is solely in the business of owning and operating ZPizza Restaurants ZPC opened the first ZPizza Restaurant in 1986 ZPC currently owns and operates ZPizza Restaurants in Laguna Beach, Corona Del Mar, Aliso Viejo, Crystal Cove, Harbor View, West Hollywood and Ladera Ranch, California

Our agents for service of process are listed in Exhibit A

The followıng chart ıncludes the average ıncome and expenses ıncurred by the 2 exıstıng Tap Room Restaurants that were ın operatıon for the full 2016 calendar year Each of these Tap Room Restaurants offers the same products and servıces that your Tap Room Restaurant wıll offer As of December 31, 2016 there were 53 franchısed unıts ın the field who were open between January 1, 2016 and December 31, 2016, only 2 of whıch are Tap Room Restaurants We are not currently offerıng franchıses for the tradıtıonal Restaurant

Some Tap Room Restaurants ın our System have earned the amounts shown below Your ındıvıdual results may dıffer There ıs no assurance that you wıll earn as much

Tap Room Restaurants	Net Sales
Tucson, Arızona	$846,094
Los Angeles, Calıfornıa	$1,120,520

Notes

1 Net Sales ıs Gross Sales mınus sales tax

The financıal performance representatıon does not reflect the costs of sales, operatıng expenses, or other costs or expenses that must be deducted from the gross sales figures to obtaın your net ıncome or profit You should conduct an ındependent ınvestıgatıon of the costs and expenses you wıll ıncur ın operatıng your Tap Room Restaurant Franchısees or former franchısees, lısted ın the dısclosure document, may be one source of thıs ınformatıon

Wrıtten substantıatıon for the financıal performance representatıon wıll be made avaılable to the prospectıve franchısee upon reasonable request

Other than the precedıng financıal performance representatıon, Z Pızza Internatıonal, Inc does not make any financıal performance representatıons We also do not authorıze our employees or representatıves to make any such representatıons eıther orally or ın wrıtıng If you are purchasıng an exıstıng outlet, however, we may provıde you wıth the actual records of that outlet If you receıve any other financıal performance ınformatıon or projectıons of your future ıncome, you should report ıt to the franchısor's management by contactıng Chrıstopher Brıght at 2601 Maın Street, #910, Irvıne, Calıfornıa 92614, (949) 222-5600, the Federal Trade Commıssıon, and the approprıate state regulatory agencıes

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No 1
Systemwıde Outlet Summary
For years 2014, 2015, 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchısed	2014	77	83	+6
	2015	83	76	-7
	2016	76	53	-23

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned*	2014	12	13	+1
	2015	13	11	-2
	2016	11	9	-2
Total Outlets	2014	89	96	+7
	2015	96	87	-9
	2016	87	62	-25

* As disclosed in Item 1, we do not own or operate any ZPizza Restaurants The Restaurants reflected in the above chart are owned by our affiliates

Table No 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2014, 2015, 2016

State	Year	Number of Transfers
Arizona	2014	0
	2015	0
	2016	2
California	2014	4
	2015	5
	2016	3
Colorado	2014	0
	2015	0
	2016	0
Maryland	2014	1
	2015	0
	2016	0
Texas	2014	0
	2015	0
	2016	1
Virginia	2014	0
	2015	3
	2016	1
Total	2014	5
	2015	8
	2016	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2016	1	0	0	0	0	0	1
Washington DC	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
US Subtotal	2014	74	10	0	0	0	6	78
	2015	78	4	0	0	0	12	70
	2016	70	0	0	0	0	24	46
Kingdom of Bahrain	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Saudi Arabia	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
South Korea	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
United Arab Emirates - Dubai	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	1	0	0	0	1	1
Vietnam	2014	2	1	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
Total	2014	77	12	0	0	0	6	83
	2015	83	5	0	0	0	12	76
	2016	76	2	0	0	0	25	53

Table No 4
Status of Company-Owned Outlets
For years 2014, 2015, 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California*	2014	10	1	0	0	0	11

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2015	11	0	0	1	1	9
	2016	9	0	0	1	0	8
Maryland*	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
Washington, DC*	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	1	0	0
Total	2014	12	1	0	0	0	13
	2015	13	0	0	1	1	11
	2016	11	0	0	2	0	9

* As disclosed in Item 1, as of December 31, 2016, we do not own or operate any ZPizza Restaurants The Restaurants reflected in the above chart are owned by our affiliates

Table No 5
Projected Openings as of December 31, 2016

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
California	0	3	0
Colorado	0	1	0
Virginia	0	0	0
Washington	0	1	0
Wisconsin	0	0	0
International	0	5	0
TOTAL	0	11	0

The list of the names of all franchisees and area developers and the addresses and telephone numbers of their Restaurants are provided in Exhibit F to this Disclosure Document

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or area developer who has had a Restaurant terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise or Area Development Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document are listed on Exhibit G to this Disclosure Document **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system**

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the ZPizza System

There are no trademark-specific organizations formed by our franchisees that are associated with the ZPizza System

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit H are the audited financial statements for ZPizza International, Inc for the years ending December 31, 2014, December 31, 2015, and December 31, 2016

Our fiscal year end is December 31

In the State of California, we have secured a Surety Bond in the amount of $100,000 from Platte River Insurance Company This Surety Bond requirement has been imposed by the Department of Business Oversight based on the franchisor's financial condition

In the State of Minnesota, we have secured a Surety Bond in the amount of $30,000 from Platte River Insurance Company This Surety Bond requirement has been imposed by the Minnesota Department of Commerce based on the franchisor's financial condition

In the State of Washington, we have secured a Surety Bond in the amount of $100,000 from Platte River Insurance Company This Surety Bond requirement has been imposed by the Department of Financial Institutions, Securities Division based on the franchisor's financial condition

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document

Franchise Agreement – Exhibit C
Area Development Agreement – Exhibit D
Copy of General Release – Exhibit I

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document Please return one signed copy to us and retain the other for your records

EXHIBIT B TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDUM

EXHIBIT B

CALIFORNIA APPENDIX

1 California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise If the Franchise Agreement or Area Development Agreement contains provisions that are inconsistent with the law, the law will control

2 The Franchise Agreement and Area Development Agreement provide for termination upon bankruptcy This provision may not be enforceable under Federal Bankruptcy Law (11 U S C A Sec 101 et seq)

3 The Franchise Agreement and Area Development Agreement contain covenants not to compete which extend beyond the termination of the agreements These provisions may not be enforceable under California law

4 Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise

5 Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document 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 79a et seq , suspending or expelling such persons from membership in such association or exchange

6 The franchise agreement requires binding arbitration The arbitration will occur in California with the costs being borne by the franchisee and franchisor Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

7 You must sign a general release if you renew or transfer your franchise California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516) Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043)

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

EXHIBIT B

ADDENDUM TO THE Z PIZZA INTERNATIONAL, INC DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void However, a franchise agreement may provide for arbitration outside of Illinois

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void

Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this ______ day of _____________, 20___

ATTEST	Z PIZZA INTERNATIONAL, INC
________________________	By ________________________________
Witness	Name Christopher Bright
	Title President
	FRANCHISEE
________________________	________________________________
Witness	

RECEIPT

(RETURN ONE COPY TO US)

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 ZPizza International, Inc offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If ZPizza International, Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A

The name, principal business address and telephone number of each franchise seller offering the franchise is as follows ____

____

The issuance date of this disclosure document is April 26, 2017

ZPizza International, Inc authorizes the agents listed in Exhibit A to receive service of process for it

I have received a disclosure document dated April 26, 2017 that included the following Exhibits

A – State Administrators/Agents for Service of Process	G – List of Franchisees and Developers Who Have Left the System
B – State Specific Addendum	H – Financial Statements
C – Franchise Agreement	I – Sample Copy of General Release
D – Area Development Agreement	J – Franchisee Disclosure Acknowledgment Statement
E – Table of Contents of Confidential Operating Manual	
F – List of Franchisees and Developers	

Date ______________________ ______________________________
(Do not leave blank) Signature of Prospective Franchisee

____
Print Name

You may return the signed receipt either by signing, dating and mailing it to ZPizza International, Inc at 2601 Main Street, #910, Irvine, California 92614, or by faxing a copy of the signed and dated receipt to ZPizza International, Inc at (949) 222-0304

RECEIPT

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