

<b>Provision</b>	<b>Section in Development Agreement</b>	<b>Summary *</b>
franchise is terminated or expires		Store, non-solicitation of employees of the System, no diversion of any business or customer to a competitor, no use of the marks, proprietary information, Manuals, or operational aspects.
s. Modification of the agreement	13	Must be in writing by both parties.
t. Integration/merger clause	13	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable.
u. Dispute resolution by arbitration/ mediation	15.2	Except for certain claims, all disputes must be mediated or litigated only in Toledo, Ohio unless contrary to applicable state law.
v. Choice of forum	15.3	All litigation, court proceedings, lawsuits, mediation proceedings and other hearings must take place only the state district courts of Toledo, Lucas County, Ohio, unless contrary to applicable state law.
w. Choice of law	15.1	The law of the State of Ohio. Please refer to the disclosure addenda and contractual amendments (Exhibit I) attached to this Disclosure Document for additional terms that may be required under applicable state law.

**ITEM 18**  
**PUBLIC FIGURES**

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

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATION**

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.

As of December 28, 2025, there were 1141 Marco's Pizza Franchised Stores. Of the 1141 Franchised Stores, 997 Franchised Stores operated for the full 52 week period ending December 28, 2025. Except where otherwise noted, we have prepared this financial performance representation to reflect the historical data of the Net Royalty Sales of 997 Marco's Pizza Franchised Stores that were open during 52-weeks of the fiscal year

ending December 28, 2025. This information does not include (i) the performance of any international locations (including locations in Puerto Rico, which are developed by the master franchisee for the Caribbean) (ii) 58<sup>2</sup> new Stores that were not open for the entire 52-week period in 2025, (iii) special venue locations, and (iv) certain locations developed and operated by Hoogland Foods, LLC, formerly operated as dba Family Video.<sup>2</sup> The information also does not include the performance of the 28 Stores that closed in 2025 (none of which had been open less than 12 months).

## OPERATING RESULTS

Note 1: Net Royalty Sales is defined in Item 6, Note 1.

Note 2: The financial information in Item 19 has been prepared by Marco's management and has not been compiled, reviewed or audited by Marco's auditors.

### Chart 1 - Net Royalty Sales of Franchised Stores by Category

The following charts provide the average and median Net Royalty Sales on a category and cumulative basis, for the top 25%, 50%, and 75%, and the bottom 25%, 50%, and 75% of the total number of Franchised Stores which were open for business for 52 weeks in our 2025 fiscal year.

#### 2025

	Top 25% of Franchised Stores	Top 50% of Franchised Stores	Top 75% of Franchised Stores	Total
<b>No. of Stores in Category</b>	250	499	748	997
<b>Range of Net Royalty Sales in Category</b>	\$1,052,095 - \$2,052,737	\$832,403 - \$2,052,737	\$661,994 - \$2,052,737	\$289,736 - \$2,052,737
<b>Average Net Royalty Sales in Category</b>	\$1,288,466	\$1,109,558	\$989,693	\$878,180
<b>Median Net Royalty Sales in Category</b>	\$1,213,859	\$1,052,095	\$919,833	\$832,403
<b>No. of Stores Meeting or Exceeding the Average for Category</b>	92	211	306	435
<b>% of Stores Meeting or Exceeding the Average for Category</b>	37%	42%	41%	44%

While Table 3 in Item 20 shows 53 new Stores open, 6 Stores were temporarily closed and reopened all within our fiscal year 2025, and 1 Store, though opened in fiscal year 2025, operated the full 52-week period as it opened December 31, 2024, totaling 58 net Stores not open for the entire 52-week period in 2025.