

STORE:
LOCATION:
DATE:

BUSCEMI ENTERPRISES INC.
ORIGINAL BUSCEMI'S INC.

SPECIAL USE LICENSE AGREEMENT



SINCE 1956

Buscemi Enterprises Inc. Original Buscemi's Inc.

SPECIAL USE LICENSE AGREEMENT

THIS SPECIAL USE LICENSE ("Agreement") is entered into by and between Buscemi Enterprises Inc. or Original Buscemi's Inc. both Michigan Corporation, hereinafter called ("Company"), who's mailing address is 18350 15 Mile Rd Fraser, MI 48026, and hereinafter called (Licensee) _____
Whose mailing address is _____
Effective this day of _____, 2025

1. RECITALS. Company has licensed rights to the trademarks and service marks listed and described in Section 10, among others which it has or will develop (hereinafter called the "Proprietary Marks")*. Company also has licensed rights to certain operating procedures and recipes and formulas, which are Company's proprietary trade secrets (hereinafter collectively called the "Trade Secrets")*. The Proprietary Marks and the Trade Secrets have been used successfully for years in the State of Michigan in connection with the operation of restaurants featuring square pizza and submarine sandwiches related foods and beverages (hereinafter called "Buscemi's"). Company may grant certain special use licenses, including licenses to use the Proprietary Marks and Trade Secrets in connection with the operation of Buscemi's which are currently identified by the name "Buscemi's Pizza Express" Kiosk Style and which offer a limited menu of square pizza by the slice in specified sizes and other specified foods and in connection with a service station, convenience store, super market or other commercial facility (hereinafter called "Pizza Express"), and Licensee desires to obtain such a special use license. Licensee acknowledges the value of rights granted under this Agreement and generally described in this Section 1 and that Company has created substantial goodwill through its network of franchises and licenses, and the unique, easily recognizable store design, that all manuals and operations systems made available to the Licensee contain copyrighted materials and trade secrets, and that no person, firm, corporation, or organization, including Licensee, has any right whatsoever to reproduce, copy, or imitate Company's business concepts.

2. GRANT OF LICENSE; LICENSE FEE

A. Subject to the terms and conditions of this Agreement, Company hereby grants to Licensee a special use license to use the Proprietary Marks and the Trade Secrets in connection with the operation of one Pizza Express at the location designated in Section 4 for the term specified in Section 9, but not elsewhere or otherwise. Licensee is authorized by this Agreement to offer and perform dine-in and carry-out service at its Pizza Express. Licensee is initially authorized to offer and serve all Buscemi's menu items that all Company currently authorizes for sale and new menu items Buscemi's may authorize for sale. Upon written

request from Licensee and written approval from Company, which Company may grant or deny in its sole discretion, Licensee may offer and serve additional food and beverage items at its Pizza Express. Company retains the unrestricted right to license and sell Buscemi's Pizza Express products and services through other stores (including other Pizza Express) and other modes of distribution such as retail Buscemi products frozen pizza sauce sub dressing or any other for retail sale. There is a 2 mile protected radius from this licensee opening to another existing Buscemi's location.

3. ROYALTIES.

Licensee agrees to pay to the Company a continuing licensing fee (hereinafter referred to as "royalty") on the following schedule:

KIOSK OPTION A:	KIOSK OPTION B:	KIOSK OPTION C:
Year 1 - \$ 700.00	Year 1-\$500.00	Year 1-\$300.00
Year 2 - \$ 750.00	Year 2-\$550.00	Year 2-\$350.00
Year 3 - \$ 750.00	Year 3-\$550.00	Year 3-\$350.00
Year 4 - \$ 800.00	Year 4-\$600.00	Year 4-\$400.00
Year 5 - \$ 850.00	Year 5-\$650.00	Year 5-\$450.00
Years 6-10	Year 6-10	Year 6-10
5% mutually agreed upon increase		

Each payment is due and payable without notice or demand at the Company's corporate offices currently located at 18350 15 Mile Rd. Fraser, MI 48026 on the Monday following each successive month for each of the five years of this agreement and any extensions thereof. Licensee will submit to Company a statement on forms provided by Company with respect to Licensee's operations during any preceding period as reasonably requested by the Company.

A. It is also understood and agreed that this agreement covers "special rebates" in that the Company may, from time to time, receive rebates from national and /or local suppliers designated by the Company on a "chain account basis", and may be shared with Licensee as may be determined by Company.

4. ADVERTISING

To promote and market the Buscemi Brand in their own communities which company will provide logos, and marketing and social media materials.

5. COMPANY PERFORMANCE.

A. DEVELOPMENT STAGE ASSISTANCE. Prior to the opening of Licensee's Pizza Express, Licensor agrees to render the following services and assistance to the Licensee:

(1) Furnish Licensee with a floor plan or layout for a KIOSK Pizza Express;

(2) Furnish Licensee with lists and descriptions of the furniture, fixtures, equipment and signs Company uses to outfit and furnish a Pizza Express, together with the names of authorized suppliers.

Carmela Specialty Foods is the only current approved supplier of Buscemi's brand food products or any other food distributor that company may determine.

(3) Loan to Licensee the operations, standards, and procedures manuals (hereinafter, whether in one or more manuals, as periodically revised and supplemented, called the "Manual") which contains Trade Secrets and other operations and relevant information developed by the Company. The Manual and its contents are and shall remain the Company's exclusive property;

(4) Advise Licensee in establishing a local program for advertising and promoting the opening of its Pizza Express; and

B. OPERATIONAL ASSISTANCE. Subsequent to the opening of Licensee's Pizza Express, Master Licensee agrees to render the following services and assistance to Licensee, which Licensee shall accept:

(1) Afford Licensee the opportunity to purchase equipment and Kiosk options from or through Company's designated approved suppliers or the company may designate to sell equipment and kiosk to licensee directly and Kiosk may take from 12-16 weeks for delivery

(2) Refresher and additional training courses as it deems appropriate, which may be without charge at Company's sole discretion;

(3) Company may periodically send its representatives to Licensee's Pizza Express on an unsolicited basis to inspect and make recommendations regarding Licensee's operating methods and its use of the Proprietary Marks, and Trade Secrets.

(4) Continuing training and assistance through the media of inspections, bulletins, and other communications;

(5) Updates and additional manuals as deemed appropriate to incorporate new developments regarding standards, specifications, procedures and techniques, all of which remain Company's exclusive property;

(6) A review of all proposed advertising and promotional materials prepared by Licensee; and

6. LICENSEE PERFORMANCE. In connection with the construction and operation of its Pizza Express, Licensee agrees to fulfill the following requirements and to perform the following obligations:

(1) Locate, determine the availability of and submit for the Company's approval of the gas station the proposed location for Licensee's Pizza Express;

(2) Complete selection of a location and execute the Company's Location Acceptance Form;

(3) Lease or purchase the accepted location and arrange financing for the construction or equipment packages of the Pizza Express. (i) requiring alteration of the building or fixtures upon expiration or termination to remove the features distinctive to Pizza Express, (ii) authorizing installation of the standard Pizza

Express signs, where permitted by law, and (iii) authorizing Company, as Licensee's attorney-in-fact, to remove all Proprietary Marks from the leased premises upon the expiration, assignment to a non-Licensee, or termination of the lease of the Agreement, if Licensee fails to do so;

(4) Submit final plans and specifications, for water, electric and plumbing to be ready for the installation of kiosk and equipment for the Pizza Express to Company for its approval prior to their use for the construction or remodeling of the Pizza Express in accordance with the approved plans and specifications;

(5) Pursue the construction or remodeling of its Pizza Express diligently, and in any event open its Pizza Express for business within ninety 12-18 weeks after Company's execution of this Agreement. If construction of Licensee's Pizza Express is interrupted by natural disaster, labor disputes, war, civil riot, or act of God, the period for Licensee's performance hereunder shall be extended for such time as is reasonably necessary to remedy the effects of such occurrence. However, Licensee's inability to obtain financing or a lease or other licenses for its Pizza Express will not extend the time for Licensee's performance under this Section 6 or excuse its failure of performance unless Licensee requests and receives from Company, at its sole discretion, an extension of time explaining the reasons for and the anticipated period of the delay. Licensee shall notify Company of the scheduled opening date of its Pizza Express at least fifteen (15) days prior to such date;

(6) Install and prominently display signs, window graphics, etc. at the Pizza Express.

(7) Use only Company's Proprietary prepared pizza products Detroit Style Pizza, Round Pizza, Pizza Roll Calzones, Pizza Cheese Bread Sticks, and other Trade Secret products ("Proprietary Products") for all menu items served in its Pizza Express and purchase the Proprietary Products from Carmela Specialty Foods, or such approved supplier as Company may, but is not obligated to, designate in its sole discretion. Company Food Products are prepared according to secret formulas and are distinctive ingredients specifically prepared exclusively for the Pizza Express Kiosk Units.. The quality and secrecy of the blends cannot be adequately maintained without strict Company controls;

(8) Follow Company recipes in the preparation for storing, cooking, cutting, packaging and displaying Buscemi Brand Food Products and that employees maintain proper Buscemi uniforms.

(9) Maintain its Pizza Express in a high degree of sanitation, repair, and condition, at all times, and in connection therewith make such additions, alterations, repairs and replacements thereto as may be required for that purpose, including, without limitation, such periodic replacement of obsolete signs, furnishings, equipment and décor as Company may reasonably direct;

(10) Comply strictly with the federal, state and local minimum wage, child labor, truth-in-advertising, health, sanitation, safety, alcoholic beverage and other laws and governmental rules and regulations applicable to its Pizza Express, and promptly deliver to Company copies of any notices of violation of such regulations and/or ordinances served upon Licensee;

7. **INDEMNITY.** Licensee agrees to indemnify and hold Company harmless from and against any and all claims, demands, losses, judgments, fines, costs and expenses, including reasonable attorney's fees asserted

against or incurred by Company arising out of or otherwise connected with the operation of its Pizza Express, and continuously during the term of this Agreement carry, by advance payment of premiums, general liability insurance, including products liability coverage, in amounts from time to time reasonably determined by Company for protection of its interests, but in any event not less than \$500,000 covering one person, not less than \$1,000,000 covering each occurrence and not less than \$25,000 covering property damage which insurance policy shall **(i) name Company and Master Licensee as an additional insured, and (ii) provide that it may be altered or cancelled only after 30 days' prior written notice to Company. Licensee shall furnish Company proof that such coverage is in effect.**

8. COMPLIANCE WITH MANUALS; RIGHT TO INSPECT

(1) At all times, Licensee shall strictly comply with all procedures, standards and other provisions contained in the Manual provided from time to time by Company.

(2) Licensee shall use the Proprietary Marks, the Trade Secrets and the Manual in strict compliance with this Agreement and in a manner tending to promote the goodwill and public image of the Pizza Express chain.

(3) Company's representatives shall have free access to the premises of Licensee at all times to inspect and examine location and products. At the time of such examination and inspection, Company's representative or designee shall give advice and assistance to Licensee to assist in the management and conduct of the licensed business.

9. TERM AND RENEWAL. This agreement can be terminated by both parties at any time with 30 day notice.

Subsequent to its effective date, this Agreement and the license hereby granted shall continue for a period of ten (15) years, subject to prior revocation or termination in accordance with the provisions of this Agreement. This Agreement and the license herein shall terminate at the end of such initial fifteen year period if either the Licensee or the Company gives to the other party written notice of termination at least thirty (30) days prior to the expiration of such initial fifteen year period. If, upon the expiration of the initial fifteen year period, Licensee is in full compliance with its obligations hereunder and neither party has given notice pursuant to the immediately preceding sentence, this agreement will automatically renew this Agreement for a two (2) additional term of five (5) years by executing Company's then current form of license agreement for Pizza Express provided, that as a condition to renewal Licensee must modernize its fixtures and equipment to conform to Company standards then in effect and Licensee must execute and deliver to Company a general release of any and all claims against the Company and its affiliates, in form satisfactory to the Company. If Licensee fails to exercise such option, but continues to operate its Pizza Express, then Licensee shall be deemed to have exercised its option and to have accepted and agreed to be bound by the terms of the then current form of license agreement, effective.

10. PROPRIETARY MARKS AND CONFIDENTIAL INFORMATION

A. DESCRIPTION OF MARKS. The principal Proprietary Marks of the Company, including their federal and state registration numbers are attached hereto and incorporated herein by reference in

their entirety. The Company reserves the right to add, amend and/or modify to this list at any time, in any fashion. All such additions, amendments, and/or modifications shall upon written notice to the Licensee be governed and protected under the terms and conditions of this agreement.

B. OWNERSHIP OF PROPRIETARY MARKS. Licensee acknowledges that Buscemi Enterprises Inc. is the sole and exclusive owner of Proprietary Marks and all material elements of the Buscemi's Pizza Express restaurants and the Pizza Express. Buscemi Enterprises Inc. has exclusive agreement to use such Trademarks. Licensee agrees that all use of Proprietary Marks and trade names shall inure to the sole benefit of Company. Neither during nor after the term of this Agreement shall Licensee contest in any manner the validity of Company's exclusive ownership and rights to Proprietary Marks nor shall not attempt to register or reserve rights in the same.

C. At any time upon written notice to Licensee, Company may add to, delete from, and/or change the Proprietary Marks and trade names licensed to Licensee pursuant to this Agreement. All such additions, deletions and changes will be effective as if originally incorporated in this Agreement and will be made in good faith and on a reasonable basis.

11. SUBLICENSING. Licensee shall have no right whatsoever to sublicense the license or the Proprietary Marks hereby granted or any interest therein.

12. USE AS COLLATERAL. Licensee shall not pledge, assign, hypothecate or otherwise use this Agreement or the license hereby granted as collateral security for any debt, lease or other obligation without Company's prior written consent, which will be conditioned upon Company's reaching an acceptable agreement with the secured obligee regarding transfer upon foreclosure and such other terms as deemed important by Company.

13. DEFAULT BY LICENSEE. If any of the events or conditions listed below (hereinafter called an "Event of Default") occur and is not remedied at the expiration of the applicable notice period, if any, Licensee shall be in default under this Agreement and Company may proceed as provided in Section 13. Company's failure to take prompt action with respect to a particular Event of Default shall not constitute a waiver thereof, nor shall its express waiver of a particular Event of Default constitute a waiver of any subsequent Even of Default:

A. Licensee fails to pay any financial requirement or obligation to which it has committed in writing or verbally with the Company or its affiliates, or fails to pay obligations to any of Company's approved suppliers in accordance with the credit terms granted to Licensee and determined at the sole discretion of Company.

C. Licensee or any Other Person Bound grants to any unauthorized party or allows or permits any unauthorized party to use the name "Buscemi" or any of the protected formulas, service marks, trademarks, names or assists in the preparation of similar food products competing with those licensed under this agreement.

14. LICENSE TERMINATION; OTHER REMEDIES. If Licensee defaults under this Agreement, Company may, subject to compliance with applicable statutory notice and/or hearing requirements, if any, pursue any and all remedies available to Company at law or in equity, which remedies Licensee expressly

agrees are cumulative and pursuit of one or the other of such remedies will not constitute an election of remedies, including without limitation the following:

A. Terminate Licensee's rights under this Agreement and in the license hereby granted, whereupon Licensee's right and privilege to use the Proprietary Marks and the Trade Secrets shall absolutely and unconditionally cease. Upon such termination, Licensee shall forthwith discontinue use of the Proprietary Marks and the Trade Secrets and return the Operation Manual and all other proprietary information and Confidential Information to Company, as provided in Section 10, and Company shall be entitled to injunctive or similar relief to enforce Licensee's compliance with such obligations and to enjoin Licensee, its employees, agents, servants and assigns from preparing for commercial sale, any food products similar to those licensed under this agreement for a period of 24 months after the termination of this agreement.

B. Recover all royalty fees and trade obligations and other financial obligations due Company or its affiliates from Licensee and/or any guarantor of Licensee with or without terminating Licensee's rights hereunder.

15. WAIVER. No failure on the part of either party to this Agreement to exercise any power given to it hereunder, or to insist on strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms herefor shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. Waiver by either party of any particular default by the other party shall not affect or impair such party's rights with respect to any subsequent default of the same or a different nature; nor shall any delay or omission of either party to exercise any rights arising from a default affect or impair such party's rights as to said default or any subsequent default

All payments by Licensee hereunder shall be made by check or direct payment, auto payment, or ACH payment as payable solely to Company's order, Buscemi Enterprises Inc.

Executed by the Licensee this _____ day of 2025

Licensee

X _____

BY:

ITS:

Executed by the Company this _____ day of 2025

Buscemi Enterprises Inc.
Original Buscemi's Inc.
Or by assigned representative

X _____
BY:
ITS:

BUSCEMI ENTERPRISES INC.

LICENSE DEPOSIT ADDENDUM

Licensee has agreed to place a deposit of:

_____	\$5,000.00	for OPTION A
_____	\$2,500.00	for OPTION B
_____	\$2,500.00	for OPTION C

To be applied and credited to the total cost of the Buscemi's Pizza Express Unit as agreed upon in the agreement. This initial deposit shall be refundable only within the first 30 days of signing this addendum.

Licensee understands it may take 12 to 16 weeks for delivery

Executed by the Company this _____ day of _____ 2025

X

LICENSEE

X

LICENSOR