FRANCHISE DISCLOSURE DOCUMENT

ZAXBY'S SPE FRANCHISOR LLC

(A Delaware limited liability company)
2002 Summit Boulevard NE, Suite 1200
Atlanta, Georgia 30319
phone: (706) 353-8107
email: franchise@zaxbys.com
www.zaxbys.com

We grant franchises for Zaxbys® restaurants, which are quick casual dining restaurants featuring an upscale menu consisting primarily of chicken fingers, buffalo wings, salads, sandwiches, and promotional features, all complemented by an array of unique Zaxbys®-brand sauces (each, a "**Zaxbys Restaurant**" or "**Restaurant**").

The total investment necessary to begin operation of a franchised Zaxbys Restaurant is $1,445,000 to $3,810,500. This includes $40,200 to $45,000 that must be paid to the franchisor or its affiliates. In addition, if you enter into a Development Agreement to develop more than one Restaurant, you must pay us a fee of $17,500 for each Restaurant scheduled for development and subsequently must pay an additional $17,500 upon execution of the Franchise Agreement for each Restaurant, which amounts are credited towards the initial franchise fee for each Restaurant.

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, Zaxby's SPE Franchisor LLC or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental 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 Michael Mettler at 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319 and (706) 353-8107.

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, 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.

The issuance date of this Disclosure Document is April 25, 2025, as amended December 12, 2025.

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 D.
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 Zaxbys 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 Zaxbys franchisee?	Item 20 or Exhibit D list 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 E.

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:

Out-of-State Dispute Resolution. The franchise agreement and development agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in Georgia. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Georgia than in your own state.

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.

TABLE OF CONTENTS

ITEM	PAGE
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	5
ITEM 3 LITIGATION	8
ITEM 4 BANKRUPTCY	8
ITEM 5 INITIAL FEES	8
ITEM 6 OTHER FEES	11
ITEM 7 ESTIMATED INITIAL INVESTMENT	18
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	22
ITEM 9 FRANCHISEE'S OBLIGATIONS	25
ITEM 10 FINANCING	27
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	27
ITEM 12 TERRITORY	41
ITEM 13 TRADEMARKS	44
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	46
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	47
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	48
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	49
ITEM 18 PUBLIC FIGURES	53
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	53
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	58
ITEM 21 FINANCIAL STATEMENTS	63
ITEM 22 CONTRACTS	63
ITEM 23 RECEIPTS	64

EXHIBITS

EXHIBIT A	FRANCHISE AGREEMENT
EXHIBIT B	DEVELOPMENT AGREEMENT
EXHIBIT C-1	FINANCIAL STATEMENTS FOR ZAXBY'S SPE FRANCHISOR
EXHIBIT C-2	FINANCIAL STATEMENTS FOR ZFL
EXHIBIT D-1	ROSTER OF FRANCHISEES
EXHIBIT D-2	ROSTER OF DEVELOPERS
EXHIBIT D-3	FRANCHISEES WHO HAVE LEFT THE SYSTEM
EXHIBIT D-4	FRANCHISEES WITH UNOPENED OUTLETS
EXHIBIT E	LIST OF STATE ADMINISTRATORS & AGENTS FOR SERVICE OF PROCESS
EXHIBIT F	MANUAL TABLES OF CONTENTS
EXHIBIT G	STATE-SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT H	STATE-SPECIFIC ADDENDA TO FRANCHISE AGREEMENT
EXHIBIT I	STATE-SPECIFIC ADDENDA TO DEVELOPMENT AGREEMENT
EXHIBIT J	GENERAL RELEASE
EXHIBIT K	DEVELOPMENT INCENTIVE PROGRAM ADDENDUM TO FRANCHISE AGREEMENT
EXHIBIT L	VETFRAN PROGRAM ADDENDUM TO FRANCHISE AGREEMENT
EXHIBIT M	KEY OPERATOR NON-DISCLOSURE AND NONCOMPETE AGREEMENT

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "**Zaxby's SPE Franchisor**," "**we**," "**us**" or "**our**" means Zaxby's SPE Franchisor LLC, the franchisor. "**You**" or "**Franchisee**" means the person or entity who buys the franchise, including all equity owners of a corporation, general partnership, limited partnership, limited liability, or any other type of entity (an "**Entity**"). You also are referred to as "**Developer**" under the Development Agreement. If you are a corporation, limited liability company, partnership, or other entity (collectively, an "**Entity**"), all of your owners of a legal and/or beneficial interest in your Entity shall be referred to as an "**Owner**."

The Franchisor

We are a Delaware limited liability company organized on April 13, 2021, with a principal business address at 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319. We do business only as Zaxby's SPE Franchisor and Zaxbys® but otherwise do not intend to do business under any other name. Our agents for service of process are listed in ***Exhibit E*** to this Disclosure Document.

We began offering Zaxbys franchises in July 2021 and have never offered franchises in any other line of business. We do not conduct any other business activities other than franchising Zaxbys Restaurants. We have never operated any Restaurants.

Predecessors and Parents

We are a direct subsidiary of Zaxby's Funding LLC, a Delaware limited liability company ("**Zaxby's Funding**"). Zaxby's Funding is a direct subsidiary of Zaxby's SPE Holdco LLC, a Delaware limited liability company ("**Zaxby's Holdco**"). Zaxby's Funding and Zaxby's Holdco share our principal business address.

We are an indirect subsidiary of Zaxby's Franchising LLC, a Georgia limited liability company ("**ZFL**") that offered Zaxbys franchises from 1994 until the closing of the Securitization Transaction (as defined below) in June 2021. ZFL is our predecessor. ZFL is a direct subsidiary of Zaxby's Operating Company L.P. ("**ZOC**"), a Georgia limited partnership. ZFL and ZOC share our principal business address.

ZOC is an indirect subsidiary of Craveability Parent LLC ("**Parent**"), a Delaware limited liability company with a principal business address at 200 West Street, New York, New York 10282, which is our ultimate parent. ZFL and ZOC became indirect subsidiaries of Parent after the closing of a restructuring transaction on December 28, 2020. Parent is owned by investment funds managed by affiliates of the Merchant Banking business of The Goldman Sachs Group Inc., a publicly traded company.

Affiliates

The following affiliate operates Restaurants similar to the franchised Restaurants that we offer:

Zaxby's Company Restaurants LLC ("**Zax Restaurants**"), a Delaware limited liability company, shares our principal business address and, as of December 29, 2024, operated 143 Restaurants.

The following affiliates (in addition to ZFL) currently provide products or services directly to our franchisees:

Zaxby's Properties LLC ("**ZPL**"), a Delaware limited liability company, shares our principal business address and owns, leases and subleases properties on which Restaurants are located, including Restaurants operated by franchisees.

Zaxby's National Marketing Fund, Inc. ("**ZNMF**"), a Georgia non-profit corporation, shares our principal business address. ZNMF collects national marketing contributions from our franchisees and from certain designated suppliers and maintains, administers, directs and prepares marketing activities for our system.

Zaxby's Multi-DMA Advertising Association, Inc. ("**ZMAA**"), a Georgia non-profit corporation, shares our principal business address. ZMAA collects the advertising fees of franchisees that are not otherwise included in a Co-op for a specific geographic area and administers marketing activities for such franchisees.

Zaxby's Giftco, LLC ("**ZGC**"), a Florida limited liability company with a principal business address at 2424 NW 43rd Street, Gainesville, Florida. ZGC operates and manages our gift card program.

Zaxby's Conference Fund, Inc. ("**ZCF**"), a Georgia non-profit corporation, shares our principal business address. ZCF receives vendor program management fees from some of our approved suppliers, which are used primarily to pay costs and expenses associated with our conferences that ZCF plans for our franchisees.

Restaurant System Solutions SPE LLC ("**RSS**"), a Delaware limited liability company, shares our principal business address. As described below, RSS may perform certain optional services for our franchisee co-ops and ZMAA on our behalf under a management agreement with us. Other than Zaxby's Restaurants and its predecessors, our affiliates have never operated Restaurants or businesses similar to Restaurants. Other than ZFL, none of our affiliates have ever offered franchises for Restaurants. None of our affiliates have ever offered franchises in any other line of business.

Securitization Transaction

Under a securitization financing transaction that closed in June 2021 (the "**Securitization Transaction**"), ZOC and certain of its affiliates were restructured. As part of the restructuring all existing Franchise Agreements, Development Agreements, and Accounting Services Agreements for Restaurants were transferred to us, and we became the franchisor of all existing and future Franchise Agreements, Development Agreements and Accounting Services Agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Restaurants were also transferred to us.

At the time of the closing of the Securitization Transaction, we entered into a management agreement whereby ZOC, through ZFL and RSS, agreed to provide required and optional support and services to franchisees on our behalf under all Franchise Agreements, Development Agreements, and certain Accounting Services Agreements. Specifically, ZFL will provide support and services to our franchisees under their Franchise Agreements and Development Agreements. However, as franchisor, we will be responsible and accountable to you to make sure that all support and services we promise to perform under the Franchise Agreement and Development Agreement (if applicable) you sign with us are performed in compliance with the applicable

agreement, regardless of who provides the support or services on our behalf. RSS sold certain of its assets, including its rights in, and obligations under, the Accounting Services Agreements, to Doyle HCM, Inc. on December 2, 2022.

Our Business Operations

We offer and grant qualified candidates the right to develop and operate Restaurants identified by the Zaxbys trade name and service mark, and other trade names, service marks, trademarks, logos and commercial symbols that we may designate from time to time using our uniform and proprietary operating system.

The Franchised Business

We are offering, under the terms described in this Disclosure Document, the opportunity to become a franchisee to develop and operate a Restaurant using the Marks (as defined below) and the System (as defined below). Restaurants feature fresh, hot, prepared-to-order chicken fingers, buffalo wings, salads, sandwiches, and promotional features and other complementary items. Our menu items can be enjoyed in a clean, friendly, and inviting dine-in environment or through carry-out, drive-thru, or delivery options, including through phone orders, online orders, and orders through the Zaxbys mobile application.

We and our affiliates have accumulated knowledge and experience in the restaurant industry on the basis of which we have developed and will continue to develop a distinctive business format and set of specifications and operating procedures (collectively, the "**System**"). The distinguishing characteristics of the System include, but are not limited to, our mission of "Consistently Create Encore Experiences that Enrich Lives One Person at a Time" and core values ("**Mission and Core Values**"); our restaurant designs, layouts, and identification schemes (collectively, the "**Trade Dress**"); our recipes, trade secrets, and other Proprietary Information (as defined in Item 14); our specifications for equipment, supplies, inventory and accessories; our relationships with vendors; our website, software, apps, and computer programs; the accumulated experience reflected in our training program, operating procedures, customer service standards, marketing methods, and merchandising policies; our methods for achieving, measuring, and maintaining customer satisfaction; and our mandatory and suggested policies, methods, procedures, standards, specifications, rules, and requirements for restaurant operations (the "**System Standards**") set forth by us in our confidential operations manual (the "**Manual**") and otherwise in writing. We may change, improve, add to, remove, and further develop the elements of the System periodically.

We identify the Restaurants operating under the System by means of the marks "Zaxbys®" and "Zaxby's Real Chicken (& Design)®" and certain other trademarks, service marks, trade names, signs, insignia, emblems, slogans, logos, commercial symbols, associated designs, artwork, and logos (collectively, the "**Marks**"). We may designate for your use other trademarks, service marks, trade names, signs, insignia, emblems, slogans, logos, commercial symbols, associated designs, artwork, and logos as Marks periodically.

You may purchase a Zaxbys franchise to develop and operate one Restaurant at a mutually agreed upon location (the "**Location**") that we will specify in the Franchise Agreement that we and you will execute (the "**Franchise Agreement**"). Our current form of Franchise Agreement is included as ***Exhibit A***. You will have no obligation, nor any right, to open any additional Restaurants. Under the Franchise Agreement, you have no right to sublicense the Marks or the System to any other person or Entity, use the Marks or the System at any location other than the

Location (except for delivery and catering services as described in Item 12) or as otherwise approved in writing, or to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution besides the operation of the Restaurant at the Location.

If you are an Entity, you must designate an Owner as the "**Designated Principal**." The Designated Principal must be approved by us and must have at least a 25% ownership interest in your Entity, authority over all business decisions related to your Restaurant, and the power to bind you in all dealings with us. You must not designate a new Designated Principal without our approval.

You must also designate an individual who will serve as your "**Key Operator**" who will have control over the day-to-day activities, including operations, of your Restaurants that are operating in the same geographic area, including control over the standards of operation and financial performance. The Key Operator must be approved by us. You must not designate a new Key Operator without our approval. Your Designated Principal may serve as your Key Operator if they meet these requirements and obtain our approval.

Development Agreement

In addition, for qualified franchisees who would like the right to develop multiple Restaurants within a designated area (the "**Development Area**") that meet certain conditions, we also offer the opportunity to enter into a development agreement with us (the "**Development Agreement**") to develop a mutually agreed upon number of Restaurants in accordance with a development schedule specified in the Development Agreement (the "**Development Schedule**"). You must agree to develop at least three Restaurants in order to sign a Development Agreement. Our current form of Development Agreement is attached as ***Exhibit B***.

You must enter into Franchise Agreements and open and operate Restaurants in accordance with the deadlines set forth in the Development Schedule for each Restaurant (which will also be specified in the applicable Franchise Agreement) including (1) the "**Real Estate Committee Approval Deadline"** by which you must locate and obtain our written approval of the site, obtain our written approval of the form of proposed purchase agreement or proposed lease or sublease agreement for the site ("**Site Agreement**"), which must contain any provisions that we may reasonably require, sign our then-current standard form of Franchise Agreement and pay the remaining 50% of the Franchise Fee due; (2) the "**Construction Commencement Deadline**" by which you must have executed the Site Agreement, obtained our acceptance of your Restaurant plans, obtained all required insurance coverage and started construction of the Restaurant; and (3) the "**Opening Deadline**" by which you must open the Restaurant and have the specified number of Restaurants open and operating. If you fail to meet any of these deadlines and continue to operate the required number of Restaurants in accordance with the mutually agreed upon Development Schedule, we will have the right to terminate the Development Agreement. If the Development Agreement is terminated, you will lose all of your rights to develop the Development Area and the initial fees paid for any Restaurants for which Franchise Agreements have not been signed. However, the Franchise Agreement for each Restaurant which has been opened will not be terminated solely by reason of the termination of the Development Agreement.

Our then-current standard form of Franchise Agreement may have materially different terms than our current form of Franchise Agreement, except that the franchise fee for each Restaurant shall remain the same as the fee in effect as of the date the Development Agreement was signed. Each Development Agreement will be between you and us, and each of your Owners will

guarantee your obligations to us. Unless you sign a Development Agreement, you have no obligation, nor any right, to open any additional Restaurants.

At your request, the Franchise Agreement for any Restaurant in the Development Area may be signed by an Entity formed by you to develop and operate the Restaurant (an "**Affiliated Entity**") and will count as one of your Restaurants for the purpose of satisfying the Development Schedule, provided all of the following conditions are met: (1) you own at least 51% of the voting securities of a corporate Affiliated Entity, at least 51% of the membership interests in a limited liability company Affiliated Entity, or all of the general partnership interests of a partnership Affiliated Entity; (2) the Affiliated Entity conducts no business other than the operation of one or more of the Restaurants and meets our then-current criteria for Zaxbys franchisees; (3) you and all of your Owners sign a personal guaranty and agree to assume full and unconditional liability for, and agree to perform, all obligations, covenants and agreements contained in the Franchise Agreement; and (4) all owners of voting securities of a corporate Affiliated Entity, membership interests of a limited liability company Affiliated Entity, or partnership interests of a partnership Affiliated Entity possess a good moral character, as determined by us in our sole discretion, and you provide to us all reasonably requested information to permit us to make such a determination.

Competition

The restaurant industry is highly competitive. Each Restaurant will compete with other national and local quick casual dining restaurants that provide similar services to the public, including dine-in, drive-thru, carryout and delivery options, and that are located within the vicinity of the Restaurant. We believe that the Restaurants' high-quality food and friendly, efficient service will appeal to diners of all ages and will create an encore experience resulting in satisfied, loyal, and frequent customers.

Regulatory Matters

The Restaurant's operations will be subject to various federal, state, and local laws, regulations, and ordinances. You must comply with laws and regulations that are applicable to business generally, such as workers' compensation, privacy laws, EEOC, OSHA, and Americans with Disabilities Act requirements. You will also have to comply with laws and regulations that apply to restaurant and food product establishments, such as laws and regulations relating to licensing restaurant establishments, food storage, labeling, food preparation, health and sanitation, and ingredient restrictions. You also must comply with all applicable laws, rules, and orders of any governmental authority concerning any pandemic or public health crisis, which may require restaurants and food product establishments to materially modify, limit, or cease operations for an indeterminate period. We strongly urge you to consult with local counsel to determine your obligations under these and other federal, state, and local laws.

ITEM 2
BUSINESS EXPERIENCE

BERNARD ACOCA – CHIEF EXECUTIVE OFFICER

Mr. Acoca has served as our Chief Executive Officer, as Chief Executive Officer of ZFL and ZOC, and as Chief Executive Officer or President of several of our affiliates since January 2022, and a Member of the Board of Managers of Parent since February 2022 and is based in Atlanta, Georgia. Since January 2021 he has served as a Member of the Board of Directors of Planet Fitness Franchising, LLC in Hampton, New Hampshire. From March 2018 to November 2021, he

served as President, Chief Executive Officer and Member of the Board of Directors of El Pollo Loco Inc. in Costa Mesa, California.

ROBERT COLVIN, VICE PRESIDENT OF ACCOUNTING AND CONTROLLER

Mr. Colvin has been our Vice President of Accounting and Controller since our formation in April 2021 and is based in Atlanta, Georgia. Mr. Colvin has served as Vice President, Corporate Controller of ZFL since December 2015 and of ZOC since July 2021 in Athens, Georgia. He also has held the positions of Vice President of Accounting, Corporate Controller, Secretary and/or Treasurer of several of our affiliates.

PATRICK M. SCHWING, CHIEF MARKETING AND STRATEGY OFFICER

Mr. Schwing has served as our Chief Marketing and Strategy Officer since June 2022, as Chief Marketing and Strategy Officer of ZFL and of ZOC, and as Vice President of ZCF and is based in Atlanta, Georgia. From March 2020 to June 2022, he served as Chief Marketing Officer for Inspire Brands – Arby's Division in Atlanta, Georgia.

MICHAEL R. NETTLES, CHIEF TECHNOLOGY OFFICER OF ZFL

Mr. Nettles has served as Chief Technology Officer of ZFL and ZOC since August 2024, as Chief Digital and Technology Officer of ZFL and of ZOC from May 2022 until August 2024 and is based in Atlanta, Georgia. He served as Chief Digital and Technology Officer (Interim) of ZFL from March 2021 to May 2022 in Athens, Georgia. From June 2020 to March 2021, he served as Chief Information Officer (Interim) for Maxim Crane Works Limited in Wilder, Kentucky.

SHARLENE SMITH, CHIEF OPERATING OFFICER OF ZFL

Ms. Smith has served as Chief Operating Officer of ZFL since April 2022 and of ZOC and another of our affiliates and is based in Atlanta, Georgia. From October 2020 to April 2022, she served as Vice President Operations Excellence for Papa John's International, Inc. in Atlanta, Georgia. From July 2016 to October 2020, she served as President of Adjust You LLC in Milton, Georgia.

MICHAEL R. METTLER, CHIEF DEVELOPMENT OFFICER OF ZFL

Mr. Mettler has served as our Chief Development Officer since May 2022, and as Chief Development Officer of ZFL, ZOC, and ZPL and is based in Atlanta, Georgia. From March 2018 to May 2022, he served as Chief Development Officer for OTF Franchisor, LLC in Boca Raton, Florida.

PATRICK V. FRIES, CHIEF SUPPLY CHAIN OFFICER OF ZFL

Mr. Fries has served as our Chief Supply Chain Officer since August 2024 and as Chief Supply Chain Officer of ZFL and of ZOC and is based in Atlanta, Georgia. From October 2022 to August 2024, he served as Vice President of Supply Chain Operations for ZFL in Athens, Georgia. From June 2014 to October 2022, he served as Vice President of Supply Chain for Slim Chickens Restaurant, LLC in Fayetteville, Arkansas.

MICHELLE MORGAN, CHIEF PEOPLE OFFICER OF ZFL

Ms. Morgan has served as Chief People Officer of ZFL, ZOC since May 2022, and another of our affiliates and is based in Atlanta, Georgia. From October 2020 to May 2022, she served as Executive Vice President of Culture and Brand Experience of ZFL in Athens, Georgia. From January 2017 to October 2020, she served as Vice President of Operations of ZFL in Athens, Georgia.

BRENDA BEERMAN TRICKEY, CHIEF LEGAL OFFICER OF ZFL

Ms. Trickey has served as Chief Legal Officer of ZFL since June 2023 and Secretary of ZOC since July 2021 and is based in Atlanta, Georgia. From April 2021 to June 2023, she served as General Counsel of ZFL, and as General Counsel and/or Secretary of some of our other affiliates in Athens, Georgia. From July 2019 to March 2021, she served as Chief Legal Officer and Head of Development for Pet Retail Brands Ltd. in Sunrise, Florida.

CHRISTOPHER KUNG, CHIEF DIGITAL OFFICER OF ZFL

Mr. Kung has served as our Chief Digital Officer since July 2024 and as Chief Digital Officer of ZFL and of ZOC and is based in Atlanta, Georgia. From February 2020 to July 2024, he served as Chief Digital Officer for Dollar General Corporation in Nashville, Tennessee.

DAVID KUMP, VICE PRESIDENT OF PRODUCT DEVELOPMENT AND DELIVERY

Mr. Kump has served as Vice President of Product Development and Delivery of ZFL and of ZOC since June 2022 and is based in Cincinnati, Ohio. From August 2021 to June 2022, he served as Product Owner and Program Director of Infostretch in Santa Clara, California. From November 2020 to August 2021, he served as PMO Director for Maxim Crane Works in Wilder, Kentucky. From April 2019 to November 2020, he served as Assistant Vice President of Project Management for Fifth Third Bank in Cincinnati, Ohio.

ANDREW BELLO, VICE PRESIDENT STRATEGIC CONCEPT DESIGN AND CONSTRUCTION

Mr. Bello has served as Vice President of Strategic Concept Design and Construction of ZFL and of ZOC since November 2022 and is based in Atlanta, Georgia. From October 2020 to October 2022, he served as Vice President of Design and Architecture for Inspire Brands in Atlanta, Georgia.

BERT J. LANE, VICE PRESIDENT OF FRANCHISE SALES

Mr. Lane has served as Vice President of Franchise Sales of ZFL and of ZOC since January 2023 and is based in Frisco, Texas. From February 2018 to December 2022, he served as Senior Director of Development Sonic/Arby's/BW at Inspire Resources LLC in Frisco, Texas.

RUSSELL HOLLAND, VICE PRESIDENT OF REAL ESTATE AND NON-TRADITIONAL DEVELOPMENT

Mr. Holland has been our Vice President of Real Estate and Non-Traditional Development since December 2025 and is based in Atlanta, Georgia. From December 2019 to December 2024, he served as Vice President of Real Estate of Inspire Brands, Inc. in Atlanta, Georgia. Mr. Holland held various positions with Inspire Brands, Inc. in Atlanta, Georgia, including (i) Vice President – Head of Real Estate from November 2024 to December 2025, (ii) Vice President – Real Estate

(Dunkin'/Jimmy John's/Baskin-Robbins) from November 2022 to November 2024, and (iii) Vice President – Real Estate (Sonic/Arby's) from December 2019 to November 2022.

SCOTT TEMME, DIRECTOR OF FRANCHISE DEVELOPMENT

Mr. Temme has served as Director of Franchise Development of ZFL and of ZOC since May 2024 and is based in Atlanta, Georgia. He also has served as President of Mass Holdings, Inc. in Atlanta, Georgia since July 2014. Mr. Temme held various positions with The Honey Baked Ham Company, LLC in Atlanta, Georgia, including (i) Director of Franchise Development from October 2023 to May 2024, (ii) Franchise Sales Development Manager from September 2022 to October 2023, (iii) Franchise Operations Development Manager from October 2021 to September 2022, and (iv)Franchise Business Leader from July 2018 to October 2021.

LAUREN HEAVERN, SENIOR DIRECTOR OF TRAINING AND ORGANIZATIONAL DEVELOPMENT OF ZFL

Ms. Heavern has served as Senior Director of Training and Organizational Development of ZFL since April 2024 and is based in Atlanta, Georgia. Prior to that, she served as Senior Director of Talent Development from January 2022 to April 2024 in Athens, Georgia. From July 2017 to January 2022, she served as Director of Franchise Training of ZFL in Athens, Georgia.

CHERYL WOOD, SENIOR DIRECTOR OF FRANCHISE DEVELOPMENT OF ZFL

Ms. Wood has served as Senior Director of Franchise Development of ZFL since February 2023 and is based in Atlanta, Georgia. From September 2021 to February 2023, she served as Director of Franchise Development in Athens, Georgia. Prior to that, she served as Director of Market Planning and Expansion of ZFL from January 2015 to September 2021 in Athens, Georgia.

MARY MEYER, DIRECTOR OF REAL ESTATE OF ZFL

Ms. Meyer has served as Director of Real Estate of ZFL since June 2023 and is based in Valparaiso, Indiana. Prior to that, she served as Field Real Estate Lead at McDonald's USA, LLC from June 2006 to April 2023 in Chicago, Illinois.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee. The initial franchise fee (the "**Initial Franchise Fee**") is currently $35,000. Except as provided below, you must pay to us the entire Initial Franchise Fee upon the execution of the Franchise Agreement for the Restaurant. If you are unable (after what we deem, in our reasonable discretion, to be a commercially reasonable effort) to locate a site for the Restaurant that is acceptable to us and the Restaurant is not being developed pursuant to a Development

Agreement, we will refund to you 50% of the Initial Franchise Fee paid to us, provided that you and your owners enter into a mutual termination of the Franchise Agreement, in a form acceptable to us, and release us and our affiliates from all claims. The other 50% of the Initial Franchise Fee is nonrefundable and will be retained by us. (This refund is not available for Restaurants developed in accordance with a Development Agreement.)

We may decrease the Initial Franchise Fee periodically for Restaurants in certain markets that we have particularly targeted for growth. Otherwise, the Initial Franchise Fee is uniform for all franchisees. In our 2024 fiscal year, the Initial Franchise Fees we collected ranged from $0 to $35,000.

Development Incentive Programs. If you are in good standing with us, you meet the criteria for one of our Development Incentive Programs to develop a new Restaurant, and you sign the Development Incentive Program Addendum to the Franchise Agreement (***Exhibit K***), then you may be eligible for one of the following incentives where we will refund your Initial Franchise Fee and reduce your Royalty (see Item 6):

New Restaurant Opening Incentive Program. If you: (i) sign a Franchise Agreement, sign the Development Incentive Program Addendum to the Franchise Agreement, and receive Real Estate Committee Approval for a new Restaurant site by June 30, 2025; and (ii) you open your new Restaurant in a Core Market by December 31, 2026 in full compliance with the Development Schedule set forth in your Development Agreement with us, if applicable, and the Real Estate Committee Approval Deadline, Construction Commencement Deadline and Opening Deadline set forth in your Franchise Agreement with us, then we will: (i) refund the Initial Franchise Fee paid by you when you open your Restaurant; and (ii) reduce the Royalty to 2% of Gross Sales for the first year after the Restaurant first opens for business and to 4% of Gross Sales for the second year after the Restaurant first opens for business.

Select Market Incentive Program. If you sign a Franchise Agreement, sign the Development Incentive Program Addendum to the Franchise Agreement, and open a new Restaurant in any state that we approve for development that is not Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, or Tennessee (each, a "**Core Market**") by December 31, 2028, in full compliance with the Development Schedule set forth in your Development Agreement, if applicable, and the Real Estate Committee Approval Deadline, Construction Commencement Deadline and Opening Deadline set forth in your Franchise Agreement, then we will (i) refund the Initial Franchise Fee paid by you when you open your Restaurant; and (ii) reduce the Royalty to 0% of Gross Sales for the first year after the Restaurant first opens for business and to 3% of Gross Sales for the second year after the Restaurant first opens for business.

Development Fee. If you are a Developer, upon signing the Development Agreement, you will remit to us 50% of the aggregate Initial Franchise Fees to be paid for all Restaurants to be opened under the Development Agreement (the "**Development Fee**"). The Development Fee will be credited towards 50% of the Initial Franchise Fee due under each Franchise Agreement for each Restaurant that you commit to developing pursuant to the Development Agreement. Upon signing each Franchise Agreement (including the initial Franchise Agreement), the remaining 50% of the Initial Franchise Fee for such Franchise Agreement will be due. For example, if you agree to develop five Restaurants, you will remit to us $105,000 upon execution of the Development Agreement ($35,000 for the initial Restaurant and 50% of $140,000 for the remaining four Restaurants). You will then remit the remainder of each Initial Franchise Fee ($17,500 for each

of the remaining four Restaurants (50% of $35,000)), upon execution of each Franchise Agreement for each Restaurant.

Impact Study Fee. If you sign a Franchise Agreement and desire to develop your Restaurant within a five-mile radius of another Zaxbys restaurant (**"Existing Restaurant")**, we will notify the operator of the Existing Restaurant, which may be a franchisee or one of our affiliates. If the Existing Restaurant operator requests that we order an impact study from a third-party provider and pays a $3,500 fee, then you must also pay a $3,500 impact study fee ("**Impact Study Fee**"). Once the Impact Study Fee is received by us, we will order an impact study from the third party. If the impact study predicts that the Gross Sales of the Existing Restaurant will be impacted by less than 8%, then we will refund your Impact Study Fee. If the impact study predicts that the Gross Sales of the Existing Restaurant will be impacted by 8% to 12%, then we will refund 50% of your Impact Study Fee. If the impact study predicts that the Gross Sales of the Existing Restaurant will be impacted by more than 12%, then we will not refund your Impact Study Fee.

Initial Marketing Contribution. In addition to the Initial Franchise Fees payable under the Franchise Agreement and Development Agreement, you must pay to us at least five days prior to the opening of your Restaurant a sum (as determined by us, in our discretion) between $5,200 and $10,000, which we will spend on your behalf pursuant to your initial marketing plan (the "**Initial Marketing Contribution**"), as further described in Item 11.

Additional On-Site Inspection Fee. If we determine, in our sole discretion, that you require more than two on-site inspections during the construction of your Restaurant, you must pay us a construction and pre-opening operational inspection fee equal to our actual costs and expenses (including costs of personnel, meals, lodging, travel and related expenses), which shall be no less than $500 per additional inspection.

Additional Training Fee. If more than four of your managers attend initial training, you must pay us $2,500 per additional attendee for manager training.

VetFran Program. We participate in the International Franchise Association's VetFran Program where we offer a 20% discount (which is $7,000) off of the Initial Franchise Fee owed by veterans of the United States military. In order to receive the discount, you (or a holder of at least 25% of your ownership interests) must provide us with a DD Form 214 or other adequate documentation, as determined by us, demonstrating honorable discharge from the United States military and sign a VetFran Addendum to the Franchise Agreement (***Exhibit L***). The discount will only be applied to the first five new Restaurants that a veteran opens. After you open a Restaurant that received a reduced Initial Franchise Fee under the VetFran Program but prior to the first anniversary of the opening date of the Restaurant, if (1) you transfer the Restaurant (or if you are an entity, any equity interests in you are transferred); or (2) we terminate the Franchise Agreement for the Restaurant, then you must pay to us the portion of the Initial Franchise Fee that was reduced by us in the amount of $7,000.

Non-refundable. Except as provided above, no other fee or payment is payable to us or our affiliates prior to the opening of the Restaurant. All fees in this Item 5 are nonrefundable (except as provided above for the Initial Franchise Fee), payable to us, and deemed earned upon receipt.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks (See Notes)
Royalty	6% of Gross Sales for the preceding week	Currently, due weekly on each Monday for the preceding week's Gross Sales	See Notes. If you are eligible for the New Restaurant Opening Incentive Program, then we will reduce the Royalty to 2% of Gross Sales for the first year after the Restaurant first opens for business and to 4% of Gross Sales for the second year after the Restaurant first opens for business. Thereafter, the Royalty will be 6% of Gross Sales. If you are eligible for our Select Market Development Incentive Program, then we will reduce the Royalty to 0% of Gross Sales for the first year after the Restaurant first opens for business and to 3% of Gross Sales for the second year after the Restaurant first opens for business. Thereafter, the Royalty will be 6% of Gross Sales. See Item 5 for a description of our Development Incentive Programs.
Weekly Marketing Contributions	Up to 4% of Gross Sales per week (which includes the National Marketing Fund Contribution and either the Co-op Marketing Contribution or the Multi-DMA Advertising Contribution, as described below)	Same as Royalty	We may modify and reallocate your weekly marketing contribution between the National Marketing Fund Contribution and either the Co-op Marketing Contribution or the Multi-DMA Advertising Contribution following written notice to you; however, your weekly marketing contribution will not exceed 4% of Gross Sales unless the members of your Co-op vote to contribute more than 3% of Gross Sales to the Co-op.

Type of Fee	Amount	Due Date	Remarks (See Notes)
National Marketing Contribution	Currently, 1.5% of Gross Sales per week. The contribution will increase to 2.0% of Gross Sales on December 29, 2025, and to 2.5% of Gross Sales on December 28, 2026. (We may modify the contribution in our discretion, however the contribution will not exceed 3.5% of Gross Sales)	Same as Royalty	Currently, the National Marketing Contribution is contributed to the Zaxby's National Marketing Fund (the "**Marketing Fund**"), which is administered by ZNMF. See Item 11 for more information regarding the Marketing Fund.
Co-op Marketing Contribution or Multi-DMA Advertising Contribution	Up to 3% of Gross Sales per week (as determined by Co-op, us, or our designated affiliate); however, the members of your Co-Op may vote to increase the Co-op Marketing Contribution above the 3% cap.	Same as Royalty	If we establish a local marketing cooperative ("**Co-op**") in your designated market area ("**DMA**"), you must contribute this fee (in an amount determined by the Co-op) to such Co-op as the "**Co-Op Marketing Contribution**." If we do not establish a Co-op in your DMA, you must contribute this fee (in an amount determined by us or ZMAA) to ZMAA or our designee as the "**Multi-DMA Advertising Contribution**." The fee charged may be modified from time to time. See Item 11.
Technology Services Fee ("TSF")	You must pay our then-current TSF, which currently is $0.06 per transaction and is subject to applicable caps.	Same as Royalty	Payable for various technology products and services that we develop, procure, and/or maintain. We may change the amount and method of calculating the TSF and modify or remove the applicable caps beginning December 28, 2026, all as further described in Note 4. Initially, the TSF will be applied to offset costs associated with our digital platform systems and services, including, but not limited to, our website and two mobile apps (iOS/Android) for use by Zaxbys guests to process digital transactions. We may, in our sole discretion, change the products and services that are paid for by the TSF.

Type of Fee	Amount	Due Date	Remarks (See Notes)
Supplier Approval	Our reasonable cost of the inspection and our actual cost of testing, including personnel and travel costs	Upon demand	Payable if you wish to offer products or use any supplies, equipment, or services that we have not approved or wish to purchase from a supplier or service provider that we have not approved, whether or not we approve the item, service, supplier, or service provider.
Initial Training for Replacement Managers	The then-current fee. Currently, $2,500 per person.	Before training begins	Payable if you replace your manager that has completed our training program (a "**Certified Manager**"), your Designated Principal or your Key Operator. More information regarding these fees is contained in Item 11.
On-Site Additional or Remedial Training or Consulting Services	Actual travel and living expenses of our employees or agents	Upon demand	Payable if we provide any additional training, remedial training, or consulting services at your Restaurant.
Franchised Managed Training Program Fee	$500 to $1,500 per Restaurant annually	Upon demand	Payable if we permit you to train your own managers at your Restaurants and you sign a Franchisee Managed Training Program Agreement.
Conference Fee	Reasonable registration fee, which will vary by event.	Prior to conference	Payable for any meetings or conferences that you or your representatives attend that we specify. We may require your Designated Principal and Key Operator to attend up to two meetings per year in-person at a location that requires travel. You are responsible for travel and living expenses of your representatives.
Transfer Fee (Franchise Agreement)	50% of then-current Initial Franchise Fee	Prior to transfer	Payable if you transfer an interest in your Restaurant, Entity, the Franchise Agreement, or substantially all of the assets of the Restaurant. We may reduce the Transfer Fee for transfers that do not result in a change of control.
Transfer Fee (Development Agreement)	$7,500	Prior to transfer	Payable if you transfer an interest in your Entity or Development Agreement

Type of Fee	Amount	Due Date	Remarks (See Notes)
Late Fees and Interest	$100 per week for late Royalty payments and $25 per week for marketing-related fees, plus 18% per annum (or highest rate allowed by law)	Upon demand	Payable if you fail to timely make payments.
Audit Fee	Cost of audit	Upon demand	Payable if an audit shows an overstatement or understatement of 3% or more in any month in such report or if audit performed as a result of your failure to submit financial reports in a timely manner.
Indemnification / Attorneys' Fees and Costs / Damages	Amount of our liabilities, fines, losses, damages, costs and expenses (including reasonable attorneys' fees)	Upon demand	Payable if we incur losses that arise out of your development or operation of the Restaurant, including any breach of the Franchise Agreement. You must indemnify, defend, and hold us harmless against any third-party claims related to your development or operation of the Restaurant and reimburse us for any costs we incur enforcing the Franchise Agreement.
Inspection Fee	Actual costs and expenses, but no less than $500 per additional inspection	Upon demand	Payable if we reinspect your Restaurant after (1) you have failed a food safety assessment, (2) you have failed a Restaurant evaluation report or similar report (other than a food safety inspection); (3) an initial inspection confirms that you have failed to complete the Restaurant modifications required upon renewal; or (4) two pre-opening on-site inspections of the Restaurant have been conducted.
Document Fee	Our actual costs and expenses (including cost of personnel and attorneys' fees and expenses)	Upon demand	Payable if you request that we (1) amend the Franchise Agreement or any ancillary or other agreement to which we are a party or (2) prepare or review for our consent or agreement any documents in connection with various transactions for which a specific fee is not imposed elsewhere in the Franchise Agreement.
Renewal Fee	50% of then-current Initial Franchise Fee	Upon renewal	Payable if you enter into our then-current Franchise Agreement for a renewal term.

Type of Fee	Amount	Due Date	Remarks (See Notes)
Substitute Royalty Fees and Marketing Fees	Greater of (1) the average annual amount of the Royalty Fees and Marketing Fees for the two years immediately preceding the Relocation Event or (2) the Royalty Fees and Marketing Fees paid to us and our Affiliates for the 12-month period preceding the Relocation Event	During relocation process	Payable if you relocate the Restaurant during the period that your Restaurant is not open. See Item 12 for the definition of "Relocation Event." "**Marketing Fees**" includes the National Marketing Contribution, Co-op Marketing Contribution, and Multi-DMA Advertising Contribution. If your Restaurant has not been open for 12 months, the amount will be calculated on a weekly basis based on the average monthly amount of the Royalty Fees and Marketing Fees you paid to us and our Affiliates for the months in which the Restaurant has been open multiplied by 12.
Zax Rewardz Program	Currently, $0.075 per dollar of Gross Sales, collected from a Zax Rewardz member	Same as Royalty	You must participate in our customer loyalty program ("**Zax Rewardz**"), which is administered by ZNMF. When a Zax Rewardz member makes a purchase at a Restaurant, we will debit this amount from the Gross Sales you collect from them, and we will credit to their loyalty program account 10 points per $1 spent (with portions of a dollar over $0.50 being rounded up to the next whole dollar). When a member redeems their points at a Restaurant for menu items, ZNMF reimburses such Restaurant the dollar value of the points assigned by us to the products redeemed by the member, which is paid from the funds collected from member transactions. We may change the Zax Rewardz Program from time to time.

Notes to Item 6:

1. Except as otherwise noted, all amounts are nonrefundable and are payable to us. Generally, all fees are uniformly imposed on our franchisees, however, in certain unique circumstances; we may reduce or waive a fee for a particular franchisee.

2. You must make all payments (including Weekly Fees and other fees) due to us, our Affiliates, and Co-ops (each a "**Debiting Party**") by the method or methods that we or such Debiting Party specify from time to time in the Manual or otherwise in writing, which may include payment via wire transfer or electronic debit to your bank account. You must furnish each Debiting Party and your bank with all authorizations necessary to effect payment by the specified methods. We currently require you to make payment by

electronic debit from your specified checking or savings account, and you must complete and sign an Authorization Agreement for Preauthorized Payments for this purpose, the current form of which is attached as Appendix E to the Franchise Agreement that is attached as ***Exhibit A*** to this Disclosure Document. You must maintain sufficient funds in such account to permit a Debiting Party to withdraw the fees due from time to time. You may not, under any circumstances, set off, deduct or otherwise withhold any fees, interest charges, or any other monies payable to a Debiting Party under this Agreement on grounds of a Debiting Party's alleged non-performance of any obligations or for any other reason.

3. "**Gross Sales**" means the aggregate of all monies and receipts (whether paid by cash, check, credit or debit card, gift card, or gift certificate and regardless of collection) derived from (1) all products prepared and services performed at or through the Restaurant; (2) sales and orders made, solicited or received at or through the Restaurant; (3) all of the business whatsoever conducted or transacted at or through the Restaurant; (4) all other revenue derived from the exploitation of the system and/or the marks; and (5) all insurance proceeds and/or condemnation awards for loss of sales, profits or business, less any sales taxes collected by you and transmitted to appropriate taxing authorities.

4. **Technology Service Fee**. For purposes of the TSF, we differentiate between "**Existing Restaurants**" (the 145 corporate and 778 franchised Restaurants that were open and operating as of April 26, 2023) and "**New Restaurants**" (defined as any new-to-system Restaurant first opening for business on or after April 26, 2023, but before December 28, 2026). If an Existing Restaurant or New Restaurant is transferred to a new owner, its categorization (Existing Restaurant or New Restaurant) will not change. If an Existing Restaurant permanently closes, it will no longer count as an Existing Restaurant.

   During its first partial fiscal year of operation (such fiscal year shall match our fiscal year), the applicable TSF for any New Restaurant will be limited to the lesser of (i) $0.06 per transaction or (ii) 0.33% of Gross Sales and will be collected one time at the end of the first partial fiscal year. After the end of its first partial fiscal year of operation, New Restaurants shall pay the same Applicable TSF (defined below) as Existing Restaurants, as specified in the chart below, which will be collected monthly.

   The applicable TSF for Existing Restaurants will vary depending upon the applicable Period. The "**Periods**" include (i) December 29, 2024 through December 27, 2025 (the "**2025 Period**"), (ii) December 28, 2025 through December 27, 2026 (the "**2026 Period**"), and (iii) December 28, 2026 through December 26, 2027 (the "**2027 Period**").

   In each Period, you will pay the TSF specified in the chart below (the "**Applicable TSF**") on each sales transaction that is transacted at or through your Restaurant (including through on-site and digital sales). However, we will cease collecting the Applicable TSF in a given Period if the aggregate amount of TSFs that we collect from all Existing Restaurants meets the cap specified in the applicable chart (the "**Applicable Cap**") (if any). At the beginning of the next Period, we will resume collecting the Applicable TSF until the Applicable Cap (if any) is met.

   TSFs paid by all New Restaurants will not count towards meeting the Applicable Cap in any Period.

Applicable TSF and Applicable Cap:

Period	Applicable TSF	Applicable Cap
2025	$0.06	$7,000,000
2026	$0.06	$7,000,000
2027+	To be determined by us	To be determined by us

The Applicable Cap will not change even if the number of Existing Restaurants in operation is reduced through closures. Beginning in the 2027 Period, we may, in our sole discretion, after providing you with 30 days' written notice, (a) change the amount and method of calculating the Applicable TSF (which may be a fixed fee, a percentage of Gross Sales, a fee per sales transaction, or a fee based on usage) or (b) modify or remove the Applicable Cap on TSFs. Beginning in the 2027 Period, we may require all Restaurants, regardless of opening date, to pay the same Applicable TSF and be subject to the same Applicable Cap.

From April 29, 2024 through December 27, 2026, the TSF will be used to fund a portion of the following point-of-sale ("POS") POS-related costs for hardware, software, supplements, and modifications:

Cost	Category
Digital platform ongoing maintenance and provisioning	Digital Hardware and Software
Digital software for privacy compliance management for, and of, customer personally identifiable information	Digital Software
Enterprise management components for CrunchTime	Restaurant Software
PAR quality assurance and user acceptance testing	Digital and Restaurant Hardware and Software
Ongoing PAR enterprise-wide configuration management and maintenance	Restaurant software
Release management and governance for mandated store systems components	Restaurant and Digital Software
Enterprise communication tools for communication from us to you and your Restaurant	Restaurant and Digital Software
Basic store and operational reporting necessary for the day-to-day operations of your Restaurant	Restaurant and Digital Software
Brand and enterprise-level cyber security (excluding franchisee PCI compliance, firewalls, infrastructure, and cabling	Digital and restaurant hardware and software
Governance of store technology from third parties and vendors	Restaurant and Digital Software
Configuration and maintenance of enterprise-wide content for indoor and outdoor digital menu boards	Restaurant Software

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$35,000	$35,000	Lump Sum	Upon signing agreement	Us
Lease Deposit and Payment[2]	$10,000	$19,000	Lump Sum	Lease signing	Landlord
Utility Deposits[3]	$0	$9,000	As arranged	As incurred	Utilities
Building[4]	$640,000	$1,300,000	As arranged	As incurred	Vendors
Sitework[5]	$150,000	$990,000	As arranged	As incurred	Vendors
Architect & Engineer[6]	$45,000	$110,000	As arranged	As incurred	Vendors
Permits and Licenses[7]	$2,000	$150,000	As incurred	As incurred	Government Authorities
Accounting and Legal Fees[8]	$500	$25,000	As arranged	As incurred	Professionals
Furniture, Fixtures & Equipment Package[9]	$445,000	$497,000	As arranged	As incurred	Vendors
Technology System[10]	$60,500	$217,500	Lump Sum	Upon installation	Vendors
Signage[11]	$23,000	$245,000	Lump Sum	As incurred	Vendors
Insurance[12]	$1,000	$17,000	As arranged	As incurred	Insurance Company or Broker
Printing/Business Supplies[13]	$300	$1,000	As arranged	As incurred	Vendors
Initial Marketing Contribution[14]	$5,200	$10,000	Lump Sum	5 days prior to opening	Us
Initial Inventory[15]	$5,000	$22,000	As arranged	Prior to opening	Vendors
Uniforms[16]	$1,500	$5,000	As arranged	As incurred	Vendors
Training Expenses[17]	$10,000	$25,000	As arranged	As incurred	Hotels, Airlines, etc.
Pre-Opening Payroll[18]	$10,000	$37,000	As incurred	As incurred	Employees
Additional Funds - 3 months[19]	$1,000	$96,000	As incurred	As incurred	Vendors, employees, Utilities, etc.
TOTAL[20]	**$1,445,000**	**$ 3,810,500**			

NOTES:

1. INITIAL FRANCHISE FEE. See Item 5 for more information.

2. LEASE DEPOSIT AND PAYMENT. Your landlord may require a lease deposit and will typically require monthly rent in advance. Rent will vary depending upon the location of the premises and other related factors. The prepaid rent is usually nonrefundable, but that will ultimately be determined by the terms of the lease. The Restaurant must have drive-thru capability. Non-Traditional locations do not require drive-thru capability. The improved space for a Restaurant is between 1,100 to 3,500 square feet. The typical lot size for a Restaurant is between 0.72 and 1.5 acres. A landlord typically will pay for the cost of any necessary leasehold improvements and will require a monthly rent based on a 6.5% to 8% annual capitalization rate of its costs and expenses for the real estate and improvements. If you elect to purchase the real estate rather than leasing it, the unimproved real estate for a Restaurant will typically cost between $400,000 and $1,800,000. The estimates in the table assume you will be leasing the real estate and that the landlord will pay the costs of any leasehold improvements.

3. UTILITY DEPOSITS. Most utilities, such as local water, sewer, gas, electric and telephone companies, require deposits prior to initial services, which are included in this estimate.

4. BUILDING. This estimate includes the cost associated with the labor and materials required to improve real estate by constructing a new ground up, freestanding building. The low end of the range includes the cost to make Restaurant improvements to an existing freestanding building to convert the location. If the landlord is paying the cost of leasehold improvements, this amount can be removed from the initial investment cost.

5. SITEWORK. This estimate includes the cost associated with the labor and materials of the sitework associated with the construction of a new ground up, freestanding building. The low end of the range includes the cost of the sitework required to make Restaurant improvements to an existing freestanding building to convert the location. If the landlord is paying the cost of leasehold improvements, this amount can be removed from the initial investment cost.

6. ARCHITECT AND ENGINEER. This estimate includes the costs associated with all site layout and construction drawings prepared by approved architects and engineers. It also includes both Phase I and Phase II environmental surveys.

7. PERMITS AND LICENSES. This amount represents the estimated fees you will pay to apply for various permits and licenses, such as building permits, sales tax permits, incorporation fees, special inspection fees, impact fees, fire inspection fees and health department inspection fees. The applications and fees required will depend upon the regulations of the governing agencies in your area.

8. ACCOUNTING AND LEGAL FEES. These fees will be paid to professionals that assist you in the review of the franchise opportunity, negotiation of leases and contracts related to the development of the Restaurant, establishment of the franchisee Entity (if needed) and setup of the accounting and related systems for the Restaurant.

9. FURNITURE, FIXTURES AND EQUIPMENT PACKAGE. This estimate includes the cost of purchasing booths, tables, chairs, digital point of purchase products, decor items, office supplies, refrigeration and cooking equipment, shelving, sinks, and smallwares. The estimated costs include purchase price, delivery, and installation.

10. TECHNOLOGY SYSTEM. This estimate includes the cost of acquiring the hardware, point of sale system, drive-thru equipment, interior digital menu boards, exterior digital menu boards, ordering kiosks, software, other equipment, and network connections that we specify periodically in the Manual necessary to operate the Restaurant (collectively, the "**Technology System**"). This estimate also includes the initial annual payment for the software maintenance contract, help desk service, and reporting services. It also includes the initial cost of software licensing and support from other technology vendors, including credit card middleware, firewall management, drive-thru timer, and online ordering. You must purchase these components from suppliers that we approve or designate and must execute any related software licenses required by designated vendors.

11. SIGNAGE. A Restaurant is generally outfitted with a sign with open channel neon letters over the Restaurant and pole signs which must be approved by us. This cost is substantially more if you elect to utilize an interstate type signage. Additional items included in this estimate are the drive-thru canopy, order point canopy and line busting canopy. The estimated costs represent the manufacturing and installation.

12. INSURANCE. You must obtain and maintain on a primary and non-contributory basis at least a commercial general liability policy, commercial automobile liability policy, commercial property policy, workers' compensation/employer's liability policy, umbrella liability policy and employment practices liability policy.

13. PRINTING/BUSINESS SUPPLIES. This estimates the cost of certain required pre-printed materials, such as business cards, letterhead, envelopes, checks, gift certificates and menus. All of these items must use our approved artwork and otherwise meet our specifications in the Manual. They must also be purchased from an approved vendor.

14. INITIAL MARKETING CONTRIBUTION. You must submit the Initial Marketing Contribution to us no later than five days prior to the date of opening of the Restaurant. We will determine the Initial Marketing Contribution, in our sole discretion, provided that it shall not exceed $10,000. We will spend your Initial Marketing Contribution on your behalf in accordance with your initial marketing plan prior to or during the first 120 days of operation of the Restaurant based on invoices that you submit to us for payment. Currently, Franchisees whose Restaurants are located in a geographic area with an established Co-op will be required to spend a minimum of $5,200 on the initial marketing plan, and Franchisees whose Restaurants are located in a geographic area without an established Co-op will be required to spend $10,000 on the initial marketing plan.

15. INITIAL INVENTORY. The Restaurant's initial inventory requirements will include chicken, dry goods, sauces, refrigerated goods, batters, paper goods and other food and non-perishable items.

16. UNIFORMS. This estimates the cost of certain required uniforms, including aprons, shirts, nametags and caps. All of these items must use our approved artwork and otherwise meet our specifications in the Manual. They must also be purchased from an approved vendor.

17. TRAINING EXPENSES. These expenses include the cost of transportation, meals, accommodations, and similar expenses associated with the attendance of four people at the required portions of initial training. More information regarding initial training can be found in Item 11 of this Disclosure Document.

18. PRE-OPENING PAYROLL. This amount represents payroll expenses associated with pre-opening training, initial employee meetings, cleaning, preparation, stocking, organizing, decorating and last-minute details for the entire staff.

19. ADDITIONAL FUNDS - 3 MONTHS. This figure is an estimate of anticipated working capital required during the first three months of a Restaurant's operation. We based these estimates on our affiliates' and franchisees' experience in opening and operating numerous Restaurants. The expenses you incur during the start-up period will depend on factors such as local economic and market conditions, your business experience, and the level of traffic at your location. We cannot guarantee that you will not incur additional expenses in starting the business, which may exceed this estimate. We recommend contacting your accountant or financial advisor for further guidance.

20. TOTAL ESTIMATED INITIAL INVESTMENT. We are unable to calculate the exact investment required of each franchisee due to the many factors that influence the total project costs. We based these estimates on our affiliates' and franchisees' experience in opening and operating numerous Restaurants. The actual amount of your investment will vary based on location, real estate costs, local economy, restaurant size and seating capacity, available real estate financing or investor capital and many other factors discussed in the previous 18 notes. The total assumes you will be leasing the real estate and that the landlord will not pay the costs of any leasehold improvements. If the landlord is paying the cost of any leasehold improvements, the Building and Sitework cost can be removed from the initial investment. Except as described in Note 1 or as negotiated with a third-party vendor, all amounts are nonrefundable.

We do not offer financing, directly or indirectly, for any part of the initial investment. Your ability to obtain financing from third parties will depend upon factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

YOUR ESTIMATED INITIAL INVESTMENT
(MULTIPLE RESTAURANTS UNDER DEVELOPMENT AGREEMENT)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Development Fee[1]	$52,500 - $175,000	Lump Sum	Upon execution of Development Agreement	Us
TOTAL[2]	$52,500 - $175,000 (excluding any costs associated with developing individual Restaurants)			

NOTES:

1. DEVELOPMENT FEE. See Item 5 for more information. Upon signing the Development Agreement, you will remit to us 50% of the aggregate Initial Franchise Fees to be paid for all Restaurants to be opened under the Development Agreement. This estimate assumes that you will commit to develop between three and ten Restaurants. If you commit to develop more Restaurants, the Development Fee will increase by $17,500 per Restaurant. The remaining 50% of the Initial Franchise Fee ($17,500) for each Restaurant must be paid to us upon execution of the Franchise Agreement for that Restaurant. The Development Fee will be credited towards the initial Franchise Fee for each Restaurant developed under the Development Agreement. The Development Fee is not refundable.

2. TOTAL ESTIMATED INITIAL INVESTMENT. We do not offer financing, directly or indirectly, for any part of the initial investment. For each Restaurant that you develop pursuant to a Development Agreement, you will execute a Franchise Agreement and incur the initial investment expenses for the development of a single Restaurant as described in the first table in this Item 7, which are $1,445,000 to $3,810,500 per Restaurant.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Authorized Products and Services. We have the right to require that the fixtures, furnishings, signs, and equipment (the "**Operating Assets**") and products, supplies, and services that you purchase for resale or purchase or lease for use in your Restaurant: (1) meet specifications that we establish periodically; (2) be a specific brand, kind, or model; (3) be purchased or leased only from suppliers or service providers that we have expressly approved; (4) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates); and/or (5) be purchased as part of a purchasing program, arrangement, or contract that we negotiate or specify. To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manual.

You may offer in the Restaurant to customers only the products and services that we have approved in writing. In addition, you must offer the specific products and services that we require in the Manual or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products or services that we designate as mandatory. You may sell products and services only in the varieties, forms, and combinations that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manual (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

Currently, we require you to purchase all inventory items, ingredients, and packaging solely from suppliers that we have designated or approved. In addition, you must purchase or lease certain other items in accordance with our specifications and guidelines and from suppliers approved by us, including equipment, supplies, signage, uniforms, smallwares, the interior décor, advertising and marketing materials and services, architectural, civil engineering and general contracting services (for the construction/renovation of the Restaurant), insurance, and other items. We also require you to purchase or license the equipment and software used in the Technology System from our designated or approved suppliers, as further described in Item 11.

Insurance. You must obtain insurance policies covering claims resulting from bodily injury, property damage, death, and in some cases economic damages for the Restaurant and you. You must procure and maintain at least a commercial general liability policy, commercial automobile liability policy, commercial property policy, workers' compensation/employer's liability policy, umbrella liability policy and employment practices liability policy. Your insurance must apply on a primary and non-contributory basis. You must also obtain any other insurance policy required by your lease, state, or locality.

In connection with any construction, remodeling, rebuilding, and replacement of, and additions, alterations, improvements and repairs to, the Restaurant, you shall procure and maintain, or cause the general contractor to procure and maintain, with an insurer authorized to do business in the state where the work is being performed, at least the following insurance coverage: a builder's risk policy, a commercial general liability policy with a products completed operations aggregate limit, commercial automobile liability policy, workers' compensation/employer's liability policy and umbrella policy.

All insurance policies, except your workers' compensation and commercial property policies, must contain, or be endorsed to contain, a provision naming us and our related entities as additional insureds. The general liability policy shall include an additional insured – grantor of franchise endorsement and designated person or organization endorsement. All insurance policies including workers' compensation and property but with the exception of the employment liability policy shall include a waiver of subrogation in favor of us and our related entities.

All required insurance policies must be written by insurance companies with a rating of A minus (A-) VII (seven) or better in the most recent A.M. Best's Insurance Report (or other comparable publication we specify), except workers' compensation policies may be issued by insurance companies with performance ratings of at least A-. Insurance coverage requirements are more specifically set forth in the Manual and are subject to change from time to time.

Us, Our Affiliates, and Our Officers. Other than certain technology services and real property that you may lease from our affiliate, we and our affiliates are not an approved supplier for any products or services that you use in your Restaurant. We are, however, the only approved supplier and/or facilitator of digitally acquired orders via Zaxbys.com or the official Zaxbys mobile ordering apps available on the Apple App Store and the Google Play Store. The only digitally acquired orders that may be received by your Restaurant via direct integration with your in-Restaurant, Zaxbys required POS and order fulfillment systems must be approved by, and in most cases will be fulfilled by, Zaxbys digital properties. None of our officers own any interest in any of our approved or designated suppliers.

Issuance of Specifications and Standards. To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manual. We will notify you of any changes to our Manual, specifications, or standards in writing, which we may transmit to you electronically.

Product, Service, and Vendor Approval Process. If you would like to offer products, services, or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the

proposed supplier or service provider to visit our Support Center, currently in Atlanta, Georgia, to evaluate the proposed supplier or service provider in person. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved.

We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 30 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your Restaurant may differ from those that we permit or require to be offered in other Zaxbys Restaurants.

We reserve the right to reinspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must cease purchasing or leasing the formerly approved item or service or any items or services from the formerly approved supplier or service provider and you must dispose of your remaining inventory of the formerly approved items and services as we direct. If we revoke approval of a previously approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly approved inventory as we direct.

Revenue Received from Purchases or Leases. We and/or our affiliates may derive revenue based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from suppliers and/or distributors without restriction for any purposes we or our affiliates deem appropriate.

During our fiscal year ending December 29, 2024, we received $9,011,702 in revenues from franchisees' required purchases of proprietary food items, which represented 5.33% of our total revenues of $168,992,854. These revenues were received as part of the vendor program described below.

Vendor Purchase Arrangements. We currently negotiate purchase arrangements with manufacturers and suppliers (including pricing terms) for our franchisees' benefit.

We currently have contractual arrangements with numerous manufacturers and suppliers for proprietary and non-proprietary food items with vendor program management fees in the amount of $0.0025 per piece or $.02 to $3.75 per case of product for purchases made by you. We also have entered into contractual arrangements for vendor program management fees ranging from 1% to 5% of purchases for purchases of furniture and roofing materials and installation costs from approved suppliers.

All such amounts from the manufacturers and suppliers (other than the vendor purchase management fees for proprietary food items and fees from The Coca-Cola Company and Keurig Dr. Pepper Inc.) are contributed to ZCF. ZCF received $2,383,034 in vendor program management fees during the calendar year of 2024 (using accrual basis accounting). Such funds are utilized solely for the payment of costs and expenses associated with our current semi-annual conferences with our franchisees and certain manufacturers and suppliers and our meetings with our franchisees. Other manufacturers and suppliers may make an additional contribution to ZCF to participate in conferences.

The Coca-Cola Company, our designated fountain beverage supplier, currently makes certain contributions to ZNMF, which we are required to utilize to develop and implement activities designed to benefit our system and to maximize the sale of Cola-Cola products throughout the system. The Coca-Cola Company also maintains franchisee participation agreements with our franchisees which provide certain contributions and preferential fountain beverage equipment leases and services for our franchisees.

The programs maintained by The Coca-Cola Company are based on the Restaurants achieving certain minimum volume purchases and The Coca-Cola Company continuing as our primary designated fountain beverage supplier.

Keurig Dr Pepper Inc., our other designated fountain beverage supplier, currently makes certain contributions to ZNMF and our franchisees.

These vendor participation programs are subject to change at any time in our sole discretion.

Other Notes on Sources of Products and Services

Your purchases from designated sources, approved sources or in accordance with our specifications will represent approximately 75% of your initial and ongoing operating purchases for the Restaurant.

We do not provide any material benefits to a franchisee based on franchisee's purchase or use of particular products or services.

We are not aware of the existence of any distribution or purchasing cooperatives.

Except as described in this Item 8, there are no other requirements for you to purchase or lease in accordance with specifications or from approved suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table 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.

FRANCHISEE'S OBLIGATIONS

Obligation	Sections in Franchise Agreement ("FA") and Development Agreement ("DA")	Items in Disclosure Document
a. Site selection and acquisition/lease	FA: Sections 4.1, 4.2, 4.5 and Appendix A and C DA: Section 3.1	Items 5 and 11
b. Pre-opening purchases/leases	FA: Sections 4.3, 4.4(c), 5.2(c), 5.3, 5.7 and 11 DA: Not applicable	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Sections 4.1, 4.2, 4.3 and 4.4 DA: Section 3.1	Item 7 and 11
d. Initial and ongoing training	FA: Sections 5.2, 5.4(b), 9.6(c) and 12.2(b)(ix) DA: Not applicable	Item 11
e. Opening	FA: Section 4.4 DA: Section 3.2	Item 11
f. Fees	FA: Sections 3 and 4.5 DA: Section 2	Items 5, 6 and 11
g. Compliance with standards and policies/manual	FA: Sections 4.4(c), 5.1, 5.3, 5.5(c), 5.6(c), 5.7 and 7 DA: Section 3.1	Item 11 and Exhibit F
h. Trademarks and proprietary information	FA: Sections 5.1, 5.5(a), 6, 8 and Appendix B, C and D DA: Sections 1 and 9 and Appendix C	Items 13 and 14
i. Restrictions on products/services offered	FA: Section 5.3 and 5.5(d) DA: Not applicable	Item 16
j. Warranty and customer service requirements	FA: Sections 5.5(b) and 7.2 DA: Not applicable	Not Applicable
k. Territorial development and sales quotas	FA: Sections 1.4 and 1.5 and Appendix A DA: Section 4 and Appendix A	Item 12
l. Ongoing product/service purchases	FA: Section 5.3 DA: Not applicable	Items 7, 8 and 11
m. Maintenance, appearance and remodeling requirements	FA: Sections 2.2(a)(iv) and 5.6 and Appendix C DA: Not applicable	Items 7 and 8
n. Insurance	FA: Section 11	Items 7 and 8
o. Advertising	FA: Sections 3.1(c), 6.1(b) and 10 DA: Not applicable	Items 6, 7 and 11
p. Indemnification	FA: Sections 11.3, 16 and Appendix D DA: Sections 9, 10 and Appendix C	Item 6
q. Franchisee's participation/ management/staffing	FA: Sections 1.5 and 5.4 DA: Not applicable	Item 15
r. Records and reports	FA: Sections 4.3, 7.4, 8.5(b), 9 and Appendix D DA: Not applicable	Item 6
s. Inspections and audits	FA: Sections 4.3, 4.4, 9.5 and 9.6 DA: Not applicable	Item 6
t. Transfer	FA: Sections 1.5(b), 3.1(e) and 12 DA: Section 7	Items 6 and 17
u. Renewal	FA: Sections 2.2 and 3.1(d) DA: Not applicable	Items 6, 11 and 17

Obligation	Sections in Franchise Agreement ("FA") and Development Agreement ("DA")	Items in Disclosure Document
v. Post-termination obligations	FA: Sections 6.6 and 14 DA: Section 8	Item 17
w. Non-competition covenants	FA: Sections 15, 24.4(e), 24.5 and Appendix D DA: Section 8 and Appendix C	Item 17
x. Dispute resolution	FA: Section 24 DA: Section 9	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing, nor do we guarantee your lease or other obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

As noted in Item 1, ZFL will be providing support and services on our behalf to franchisees under a management agreement. However, we remain responsible for all of the support and services under the Franchise Agreement and the Development Agreement.

Before you open a Restaurant, we will:

1. Manual. Allow access to the Manual from our portal. The Manual currently consists of 705 pages in 3 sections entitled: *Administrative (ADMIN) Operations, Front of House (FOH) Operations, and Back of House (BOH) Operations.* The Manual is confidential and remains our property because it is our intellectual property. We may make changes to the Manual at any time, so long as such changes benefit us and our current and future franchisees or will otherwise improve the System. You must comply with our revised standards and specifications within 30 days after we transmit the updates. The tables of contents for the different sections of the Manual are attached as ***Exhibit F*** to this Disclosure Document. To protect the confidentiality of the Manual, we will not give you the opportunity to review the contents of the Manual prior to your execution of a Franchise Agreement or Development Agreement. (Franchise Agreement, Section 5.1)

2. Review Site. Review your site information and confirm the acceptability of your Location subject to our minimum standards and specifications. If we have not confirmed a site for the Restaurant before you sign the Franchise Agreement, you must locate a site for the Restaurant, obtain our confirmation of the site (as evidenced by our execution of a schedule to the Franchise Agreement (the "**Location and Protected Area Schedule**"), and enter into the Site Agreement by the Construction Commencement Deadline identified in the Franchise Agreement (and Development Agreement, as applicable).

In order to obtain our confirmation of a site, you must (1) provide us with a site acquisition package containing information that we specify about the site, (2) provide us with a copy of an executed letter of intent, contingent contract, option, or other commitment for acquisition of the site, (3) provide us or our representatives with an opportunity to visit the site, which we may choose to

visit in our sole discretion, and (4) provide us with any other information that we may reasonably require. The site may also be subject to our then-current Impact Policy, as published in the Manual.

Currently, each site will be reviewed by a real estate committee comprised of certain of our executives and employees (the "**REC**"). We will confirm the site if the REC concludes that it meets our System Standards and any site selection criteria that we may establish from time to time. Currently, minimum site selection criteria that we consider include population, traffic count, foot traffic, accessibility, visibility, demographics, activity generators, employment, housing generators and competition in the area. We may withhold or condition our confirmation of a site for any reason. Our confirmation of a site is not a warranty or representation of any kind as to the potential success or profitability of a Restaurant at the Site. It is solely your responsibility to select a suitable site for the Restaurant. (Franchise Agreement, Section 4.1)

3. Designate Protected Area. If we accept the proposed site and you obtain it, we will insert a description of the specific location on the Location and Protected Area Schedule and designate the Protected Area. (Franchise Agreement, Section 4.1(c))

4. Review Site Agreement. Review the proposed Site Agreement for the sole purpose of confirming that it contains any provisions that we may reasonably require. You must obtain our written consent of the Site Agreement before you or any affiliate make a binding commitment to purchase, lease, or sublease the site. If you lease the site, you must provide us with a fully executed copy of our then-current form of lease rider, the current form of which is attached as Appendix C to the Franchise Agreement (the "**Lease Rider**"). (Franchise Agreement, Section 4.2)

5. Review Architects, Contractors, Engineers, and Project Managers. Review your proposed architects, general contractors, engineers, and project managers. You must use an architect and civil engineer that we approve to develop or review construction plans and a general contractor that we approve to supervise and ensure the completion of construction. (Franchise Agreement, Section 4.3(a))

6. Provide Plans. If applicable, provide a set of prototype plans or guidelines for the construction of the approved prototype for the Location. These plans and guidelines are for informational purposes only and are not to be relied upon by you in the construction and/or buildout of a Restaurant. You must engage your designers, architects, and engineers to adapt for the Location our standard plans and specifications for the exterior and interior design and layout, fixtures, furnishings, signs, Trade Dress, and equipment for the Restaurant. (Franchise Agreement, Section 4.3(b)(i))

7. Review Plans. Review and, in our sole discretion, accept the architectural drawings and specifications for the construction of the Restaurant showing all leasehold improvements, interior designs, and elevations developed by you (collectively **"Plans"**). You must obtain our written acceptance of the Plans, which we may withhold or condition in our or the REC's sole discretion, prior to submitting the Plans for permitting and beginning construction of the Restaurant. We may require you to make modifications to the Plans before we accept them. You must resubmit and obtain our written re-acceptance of the Plans if any state or local authority requires a revision to the Plans previously accepted by us. Our review of your Plans is limited to ensuring your compliance with our design requirements and System Standards and will not assess the structural integrity of the design or compliance with applicable laws. (Franchise Agreement, Section 4.3(b)(ii))

8. Provide Specifications. Provide you with written specifications for the operation and management of the Restaurant, primarily through the Manual, including lists of approved/required items of equipment and inventory and designated or approved suppliers of such items. We do not provide, deliver or install such items. (Franchise Agreement, Sections 5.1 and 5.3)

9. Provide Initial Training. Provide initial training (which must be successfully completed) for (i) your Designated Principal or (ii) your Key Operator and (a) three of your managers or (iv) four of your managers if your Designated Principal or Key Operator will not serve as a Certified Manager (who are described in Item 15 of the Disclosure Document). More details about initial training appear later in this Item 11. (Franchise Agreement, Section 5.2)

10. Review Initial Marketing Plan. Review and, if appropriate, approve your initial marketing plan. (Franchise Agreement, Section 10.5)

11. Consent to Opening. You must begin construction of the Restaurant prior to the Construction Commencement Deadline and open the Restaurant prior to the Opening Deadline, each of which are identified in your Franchise Agreement (and Development Agreement, if applicable). Provide our written authorization to open the Restaurant, which we will not provide until we have confirmed that you have: (1) obtained the certificate of occupancy, (2) strictly complied with the Plans and construction standards, (3) obtained and installed all required inventory, fixtures, furnishings, and equipment, and (4) strictly complied with all other pre-opening obligations set forth in this Agreement and the Manual, including all training requirements. We are not liable for delays or losses caused by our failure to approve the opening of the Restaurant or any delays related to our completion of a follow-up pre-opening inspection of the Restaurant. (Franchise Agreement, Section 4.4)

During the operation of the Restaurant, we will:

1. Provide Updated Information. Provide you with information on new developments, techniques and improvements related to the System and to Restaurant operations when and if we make such improvements. (Franchise Agreement, Sections 5.2 (e))

2. Administer the Initial Marketing Plan. Administer the expenditures of the approved initial marketing plan on your behalf (Franchise Agreement, Section 10.5)

3. Administer the ZMAA. Administer the expenditures of Zaxby's Multi-DMA Advertising Association, Inc. in accordance with the approved marketing programs (Franchise Agreement, Section 10.3).

4. Update Manual. Provide periodic updates, revisions and amendments to the Manual. (Franchise Agreement, Section 5.1)

5. Administer the Marketing Fund. Administer the Marketing Fund. (Franchise Agreement, Section 10.1)

6. Conduct Additional Training. Coordinate and conduct periodic training programs for franchisees as we deem necessary. (Franchise Agreement, Section 5.2)

7. Conduct Evaluations. Conduct, on a periodic basis, as we deem advisable, evaluations of the Restaurants and its operations to evaluate compliance with the System Standards and the Franchise Agreement. (Franchise Agreement, Section 9.6(a))

8. Coordinate Meetings. Coordinate meetings of all franchisees under the system. (Franchise Agreement, Section 5.2)

9. Establish Supplier Arrangements. Negotiate and specify, at our discretion, supplier purchasing programs, arrangements, or contracts. (Franchise Agreement, Section 5.3(a))

10. Review Marketing. Review and approve all promotional and marketing programs, plans and materials, provided same are consistent with our marketing strategies and the requirements specified in the Manual or otherwise by us. (Franchise Agreement, Section 10.4)

Opening

The typical length of time between the signing of a Franchise Agreement and the opening of the Restaurant is 12 to 24 months. These time estimates may vary depending on the timing of the confirmation of your site, on the extent of lease negotiations, on any delays in obtaining governmental approvals, on factors affecting the completion of construction, etc. Failure to comply with the Real Estate Committee Approval Deadline, Construction Commencement Deadline or Opening Deadline in your Franchise Agreement is cause for termination of the Franchise Agreement.

Advertising

Weekly Marketing Contributions. You will have a weekly marketing contribution obligation in an amount up to 4% of Gross Sales, which shall be comprised of the National Marketing Contribution and either the Co-op Marketing Contribution or the Multi-DMA Advertising Contribution, as applicable. Following written notice to you, we may modify and reallocate your weekly marketing contribution obligation among the National Marketing Contribution and the Co-op Marketing Contribution or the Multi-DMA Advertising Contribution. Notwithstanding the foregoing, if the members of your Co-op vote to increase the Co-op Marketing Contribution above the 3% cap, then your weekly marketing contribution may exceed 4% of Gross Sales.

Marketing Fund. We may, but are not obligated to, maintain the Marketing Fund, a segregated or independent fund into which all National Marketing Contributions will be deposited. The Marketing Fund is currently managed by ZNMF, a non-profit corporation that is one of our affiliates. We reserve the right to take over management of the Marketing Fund or to delegate the management of the Marketing Fund to another entity. In no event will we be deemed a fiduciary with respect to any National Marketing Contributions.

Currently, each Restaurant must pay to ZNMF a continuing nonrefundable National Marketing Contribution of 1.5% of Gross Sales each week. On December 29, 2025, the National Marketing Contribution will increase to 2.0% of Gross Sales each week, and on December 28, 2026, it will increase to 2.5% of Gross Sales each week. We reserve the right at any time in our sole discretion to modify this required contribution; however, this required contribution will not exceed 3.5% of Gross Sales each week and any modifications are subject to the weekly marketing contribution cap of 4% of Gross Sales as described above.

We may use monies in the Marketing Fund and any earnings on the Marketing Fund account for any costs associated with advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities we believe would benefit the Zaxbys brand or the Restaurants generally, including advertising campaigns in various media; creation, maintenance, and optimization of websites, apps, and other digital commerce

channels or devices designed to attract, retain, serve, and/or otherwise engage customers; keyword or adword purchasing programs; conducting and managing social media activities; direct mail advertising; market research, including secret shoppers, customer satisfaction surveys, and studies, testing, and analytics related to customer segmentation, price sensitivity/elasticity, brand differentiation, marketing campaign effectiveness, product performance, and marketing-related innovations; testing of various new programs, sponsorships, technologies or other opportunities in selected stores or markets with the intention of determining what elements could potentially benefit the larger system in the future; branding studies; employing advertising and/or public relations agencies; purchasing promotional items; conducting and administering promotions, contests, giveaways, public relations events, and community involvement activities; organizing, funding or operating a charitable foundation or other charitable entities or activities; and providing promotional and other marketing materials and services to our franchisees.

We will not use the Marketing Fund for anything whose sole purpose is the marketing of franchises, however, our website, public relations activities, community involvement activities, and other activities supported by the Marketing Fund may contain information about franchising opportunities. We will not use any contributions to the Marketing Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur for activities reasonably related to the administration of the Marketing Fund or the management of Marketing Fund-supported programs (including retainers and fees for outside agencies, the salaries of any of ZNMF's personnel, and the pro-rata amount of salaries of our personnel who devote time to Marketing Fund activities).

We may, but are in no way obligated to, use the funds to place advertising locally. We do not guarantee that you will benefit from the Marketing Fund in proportion to your contributions to the Marketing Fund.

During our fiscal year ending December 29, 2024, ZNMF spent 17% for production costs, 40% for media placement, 11% for administrative expenses, and 32% for other expenses, which includes but is not limited to, sports marketing (including some media placement), consumer and market research, testing, media research, customer service programs, promotions, sponsorships, internet marketing, digital platforms, guest loyalty programs, public relations, marketing materials and social marketing. We anticipate that this amount will increase significantly in the coming years due to increased activity in the Marketing Fund.

An unaudited statement of the operations of the Marketing Fund will be prepared each year and, upon written request from you, will be available to you. We reserve the right, but are under no obligation, to obtain and pay for audited financial statements for the Marketing Fund for any given period. The costs of preparing all financial statements and any audit of the Marketing Fund will be paid from the Marketing Fund. If any monies remain at the end of a fiscal year, they will carry-over in the Marketing Fund into the next fiscal year. We or one of our affiliates may make or otherwise arrange loans to the Marketing Fund in any year in which the balance of the Marketing Fund is negative and charge a reasonable rate of interest. The amounts loaned to the Marketing Fund will be repaid from future contributions to the Marketing Fund in the year the loan is made or in subsequent years.

We may consult with, in our sole discretion, a franchisee advisory council selected by franchisees or a committee of franchisees that we appoint regarding marketing programs. We have the right to direct all marketing programs and uses of the Marketing Fund, with the final decision over creative concepts, materials, and media used in the programs and their placement.

Any sales and other materials produced with Marketing Fund monies will be made available to you without charge or at a reasonable cost. We may, but are not obligated to, deposit the proceeds of such sales into the Marketing Fund.

If we or our affiliates operate any Restaurants, we or our affiliates will contribute to the Marketing Fund a percentage of the receipts of those Restaurants on the same basis as required for franchisees. If we reduce the National Marketing Contribution for franchisees, we will reduce the contribution rate for company or affiliate-owned Restaurants by the same amount. Other System franchisees may not be required to contribute to the Marketing Fund, may be required to contribute to the Marketing Fund at a different rate than you, or may be required to contribute to a different marketing fund. The Marketing Fund may also receive funds from certain vendor purchasing programs or from Restaurant promotional or marketing programs.

We reserve the right to dissolve or modify the Marketing Fund at any time, subject to the expenditure of all funds.

Local Marketing Cooperatives. You must participate in, and make the Co-op Marketing Contribution to, any Co-op that we establish for the DMA in which the Restaurant is located. If there is no Co-op for the DMA in which the Restaurant is located and we at any time determine, in our discretion, that there are a sufficient number of Zaxbys Restaurants within such DMA to warrant the establishment of a Co-op, then all franchisees of Zaxbys Restaurants within such DMA (including you) must participate in, and make Co-op Marketing Contributions to, that Co-op when we establish it. The members of a Co-op must consist of all franchisees of Zaxbys Restaurants and, possibly, Non-Traditional Outlets (as defined in Item 12), located within the DMA for which such Co-op is established (including any Zaxbys Restaurants and, possibly, any Non-Traditional Outlets, within such DMA operated by us or our affiliates).

Each Co-op has been or will be separately incorporated and will have its own officers and directors. Each Co-op's bylaws, and all amendments thereto, must be approved by us in advance. The Bylaws must provide for, among other things, one vote per Restaurant, the election of officers and directors by members, the determination of the Co-op Marketing Contribution, our approval of any advertising agency used by the Co-op, and our prior confirmation of all expenditures (including the allocation of expenditures among various promotional and marketing methods and the placement of advertising) being consistent with our marketing strategies and the requirements specified in the Manual. We also reserve the right, and the governing documents must provide us the right, to dissolve, merge or change any aspect of a Co-op.

You must remit your Co-op Marketing Contribution to the Co-op. We reserve the right at any time, and from time to time, in our sole discretion, to increase or decrease the required Co-op Marketing Contribution so long as it does not exceed 3% of Gross Sales. Notwithstanding the foregoing, the members of a Co-op may vote to increase the Co-op Marketing Contribution above 3% of Gross Sales.

Each Co-op's funds must be spent on eligible marketing activities, as described in the Manual, which we establish and may change at any time. Each Co-op must submit to us for approval a quarterly marketing plan detailing its intended expenditures for the upcoming quarter. Each Co-op must then send us monthly reports (in a format we provide in the Manual) of expenditures made in accordance with the approved marketing plan. Each Co-op must follow our chart of accounts in their bookkeeping (as described in the Manual) and may enlist our services for bookkeeping for an agreed-upon fee. We may require each Co-op to have an independent public

accountant prepare and make available to its members and to us annual unaudited or audited financial statements pertaining to the Co-op's operations, at its expense.

Multi-DMA Advertising. If there is no Co-op established in the geographic area in which your Restaurant is located, we may require you to contribute the Multi-DMA Advertising Contribution to us or our affiliates to be used for local marketing in your DMA. Currently, our affiliate, ZMAA, collects the Multi-DMA Advertising Contribution (which will not exceed 3% of Gross Sales) for franchisees that are not otherwise included in a Co-op for a specific geographic area and coordinates local marketing activities for such franchisees. ZMAA will expend funds only for (1) promotional and marketing programs, plans, and materials that have been approved by us and (2) expenses reasonably related to the maintenance, administration and direction of ZMAA (including salaries and overhead expenses). We do not guarantee that you will benefit from ZMAA's expenditures in proportion to your Multi-DMA Advertising Contributions.

The directors and officers of ZMAA are appointed by us. An unaudited statement of operations of ZMAA will be prepared each year and, upon request, each participant's statement of operations will be made available to such participant. ZMAA reserves the right to obtain audited financial statements for any given period. ZMAA will pay the costs of preparing all financial statements and any audit of ZMAA. ZMAA pays RSS for bookkeeping services. During our last fiscal year ending December 29, 2024, ZMAA paid RSS $7,200 for these services.

If a Co-op is ever established in your DMA, you will be required to participate in the Co-op and contribute the Co-op Marketing Contribution to such Co-op instead of contributing the Multi-DMA Advertising Contribution to us or ZMAA. We have reserved the right to dissolve, merge, or change any aspect of ZMAA at any time, subject to the expenditure of all funds.

If you open a Restaurant in certain markets where we are targeting growth, which we may specify periodically in our sole discretion, we may agree to contribute for a limited period of time up to one-third of the Royalty Fee that we collect from you to the Co-op or ZMAA in which your Restaurant will be located to assist in marketing efforts.

Initial Marketing Plan. You must prepare and submit to us an initial marketing plan no later than 45 days prior to the opening of the Restaurant, and you must receive our prior written approval of the initial marketing plan, which we will provide if the plan is consistent with our marketing strategies and the requirements set forth in the Manual or otherwise by us. In addition to the other Marketing Fees, you must remit to us an Initial Marketing Contribution between $5,200 (if your Restaurant is in a DMA with a Co-op) and $10,000 (if there is no Co-op in your DMA) no later than five days prior to the date of opening of the Restaurant.

We will spend the Initial Marketing Contribution on your behalf in accordance with your initial marketing plan prior to or during the first 120 days of operation of the Restaurant. You must submit to us invoices in support of all such required expenditures and, upon receipt of each such invoice, we will make payment directly to the providers of such promotional, marketing or advertising services up to the contributed amount. If any of the contributed amount remains unexpended after the first 120 days of operation of the Restaurant, we will deposit such excess funds in your Co-op or ZMAA, as applicable, and we will not have any liability to you regarding such unspent funds.

Local Marketing. We and our affiliates are not obligated to spend any amount on advertising in your Territory. All promotional and marketing materials to be used by or for you in any medium must (1) be presented in a dignified manner, (2) conform to such standards and requirements as

we may specify periodically in the Manual or otherwise in our discretion, and (3) be consistent with our marketing strategies. You and each Co-op must submit to us for our prior written approval, samples of all promotional and marketing materials in whatever form that you and each Co-op desires to use at least 10 days before their submission for use. We will approve, disapprove, or revise such materials in our discretion. You and each Co-op must not use any promotional or marketing materials which we have not approved in writing, and you and each Co-op must stop using any such materials promptly upon notice by us. You and each Co-op must comply with all revisions to such promotional and marketing materials which we may require as a condition to our approval of said promotional and marketing materials.

If at any time (1) there is no Co-op for the DMA in which the Restaurant is located and (2) ZMAA has been terminated or dissolved and not replaced, you must spend at least 1.5% of Gross Sales on local marketing (unless we designate a lesser amount to ensure that your weekly marketing contribution does not exceed 4% of Gross Sales) pursuant to promotional and marketing programs or plans that have been approved by us in writing. You must deliver to us on each Monday for the previous week (Monday through Sunday), or at such other times (on a weekly basis) as we may establish, evidence in the form of reports or as otherwise required by the System that you have paid such monies for promotional and marketing purposes.

You must participate in all in-Restaurant promotional programs that we specify, including any "frequent guest" or customer loyalty and rewards programs, gift card programs, limited time offers, coupon or discount promotions, incentive programs, customer tracking programs, or other supplemental marketing programs that we designate from time to time in the Manual or otherwise in writing (collectively, "**Promotional Programs**"). You are required to participate in these Promotional Programs in accordance with the Manual and any guidelines we specify at your own cost, including the costs to purchase all materials, equipment, goods, or services necessary to participate in the Promotional Programs, including marketing materials, signage, give-away items, and gift and loyalty card processing equipment. You must follow our guidelines concerning the acceptance and reimbursement of gift certificates, gift cards, coupons, corporate or organizational discounts, loyalty program credits, and other promotional credits as we set forth from time to time in the Manual or otherwise in writing. You may not offer your own gift card, electronic money, or loyalty program for the Restaurant without our prior approval.

To participate in our customer loyalty and rewards program, we or our affiliates may debit an amount that we will specify from time to time from the Gross Sales that you collect from loyalty program members. If a program member redeems stored value credits in your Restaurant, you must accept such credits as payments from members and issue program benefits in accordance with our guidelines, and we or our affiliates will reimburse you the cost of such menu items from the funds collected from member transactions. Currently, to participate in Zax Rewards, we debit $0.075 per dollar of Gross Sales collected in each transaction with a Zax Rewards member. When a Zax Rewardz member makes a purchase at a Restaurant, their account is currently credited 10 points per $1 spent (with portions of a dollar over $0.50 being rounded up to next whole dollar). When a member redeems their points at a Restaurant for menu items, ZNMF reimburses such Restaurant the dollar value of the points assigned by us to the products of the products redeemed by the member, which is paid from the funds collected from member transactions.

Digital Marketing. We or our affiliates may establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, domain names, e-mail addresses, keyword or adword purchasing programs, accounts with websites featuring gift

certificates or discounted coupons (such as Groupon, etc.), mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "**Digital Marketing**") that are intended to promote the Marks, your Restaurant, and the entire network of Restaurants. We will have the sole right to control all aspects of any Digital Marketing, including those related to your Restaurant. Unless we consent otherwise in writing, you, your Owners, your affiliates, and your employees may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Restaurant or the network. If we permit you or your employees to conduct any Digital Marketing, you must comply with any policies, standards, guidelines, or content requirements that we establish periodically and immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such policies, standards, guidelines, or requirements. We may withdraw our approval for any Digital Marketing at any time.

Technology System and Digital Platform

Acquisition of the Technology System and Use of the Digital Platform. You must obtain, maintain, and use the Technology System and digital platform that we specify periodically in the Manual necessary to operate the Restaurant. You must purchase the equipment and license the software for the required Technology System from our current designated suppliers, which we will specify in the Manual. The Technology System consists of hardware, point of sale system (which currently consists of workstations, cash drawers, kitchen displays, printers, P2PE/EMV credit card readers and point of sale system software), drive-thru equipment (including a drive-thru timer system), indoor digital menu boards, software, other equipment, and network connections that we periodically specify. In addition, you must have Internet and e-mail capability at your Restaurant, via high-speed Internet access of at least 200 mbps and a redundant 5g/LTE cellular connection in order to support all of Zaxbys digital ordering/fulfillment initiatives as well as to support internet and Wi-Fi-enabled applications (POS, credit card processing, drive thru tablets, etc.) both inside and outside of the store.

The current initial charge to purchase the Technology System (including the hardware, the software license fee, software maintenance fee, and vendor help desk service for the first-year installation, and minimal training ranges from $60,500 to $217,500 per Restaurant depending on the selected options. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software requires. We are not required to provide services or assist you in obtaining the Technology System.

Use of the Technology System. You must use the Technology System to (1) enter and track customer purchases, (2) update inventory, (3) generate sales reports and analysis relating to the Restaurant, and (4) provide other services relating to the operation of the Restaurant, including printing receipts and sending and displaying orders in the kitchen area. The Technology System tracks additional information such as the time required to fill orders, types and amounts of orders and cash and check balances for each drawer and prepares sales, transactions, and menu mix reports for analysis.

You must dedicate your computer system for use as the Technology System only and use the Technology System in accordance with our policies and operational procedures. Your employees must complete any and all training programs we reasonably require for the proper operation and use of the Technology System. You may not use any other cash registers or computer systems

in your Restaurant. You must not load or permit any unauthorized programs or games on any hardware included in the Technology System.

You, at all times, must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Technology System for the purpose of obtaining the information relating to the Restaurant. You must permit us to download and transfer data via a high-speed Internet connection or other connections that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Technology System. We have the unlimited access to the information and data generated in the Technology System (including, but not limited to, the POS) in order to compile sales data, consumer trends, food and labor costs, and other such financial and marketing information that we may deem appropriate. We may distribute this data on a confidential basis to our affiliates, lenders, our lenders' affiliates, and to any or all Zaxbys franchisees/licensee and to any approved or prospective vendor, supplier, distributor or manufacturer.

Maintenance and Updating of the Technology System. You must maintain the Technology System in good working order at your expense and must purchase any hardware or software maintenance or technical support programs that we require. You also must comply with all applicable laws and payment card provider standards relating to the security of the System, including the Payment Card Industry Data Security Standards. You are responsible for any and all consequences that may arise if the Technology System is not properly operated, maintained, and upgraded or if the Technology System (or any of its components) fails to operate on a continuous basis or as expected.

Currently, we require you to enter into the following ongoing Software as a Service (SaaS) licensing and software or hardware maintenance or support contracts directly with third-party vendors, many of which are the sole vendor approved by us for such services:

Required Software License or Maintenance or Support Agreement	Current Fee	Number of Approved Vendors
POS SaaS that includes software upgrades and maintenance of the Technology System, including level 1 and level 2 support	$3,500 - $5,000 per year	One
Kitchen display system software license	$1,500 per year	One
Hardware support maintenance contract	$1,572 - $2,064 per year	One
Credit Card Middleware	$1,320 per year	One
Drive-thru timer maintenance contract	$185 per year	One
Network Infrastructure Maintenance	$3,500 per year	Two
Inventory management control software license and support agreement	$1,680 per year (with $150 initial fee)	One
Managed firewall service and PCI compliance service	$2,500 per year	Two
POS foreign order transaction fees	$.09 - $.12, dependent on system volume	One
Payment processing/gateway fees	Processing fee 1.90% - 2.15%; gateway fee $.013	One
Headset Software	$75.00 per month	One

The costs for such agreements and services may change from time to time. We may also add or modify the licenses and service contracts that you must enter into, as well as modify the approved suppliers for any such services.

You must replace, upgrade, or update the Technology System periodically as required. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements, but there are no contractual limitations on our right to require changes to the Technology System.

Technology Services Fee. You must pay our then-current TSF for various technology products and services that we may develop, procure, and/or maintain. As detailed in Item 6, the TSF shall be $0.06 per sales transaction depending on the time period. The TSF is incurred for all restaurant transactions (POS + digital) and is due weekly.

Initially, the TSF will be used to offset our ongoing operational investment in our digital platform, which currently includes' all content and order management services used by franchisees to support online ordering. To support the platform, systems must be developed, configured, integrated, tested, deployed, maintained, upgraded, monitored, and supported. Funds from the TSF will be used to fund these activities.

We may, in our sole discretion, change the products and services that are paid for by the TSF, change the amount and method of calculating of the TSF (subject to the limits specified in Item 6), and change or remove the aggregate cap on the TSF (subject to the limits specified in Item 6) by providing you with 30 days' written notice.

Technology Support. We will provide certain help desk support for the Technology System and digital platform at no additional cost to you. Currently, we provide Level 1, 2, and/or 3 support for various components of the Technology System and digital platform, including, among others, POS integration, menu board software, data polling services, and the digital platform software. We will specify in the Manual from time to time the specific level of support that we provide for various components.

We may change the level of support and the products and services that we support from time to time in our sole discretion and may offer some support services for an additional fee. We also may require you to enter into a tech services agreement to continue to receive such support services. We currently do not provide any technical support related to cameras, drive-thru timers, Internet service, firewalls, Store cabling/infrastructure, music, drive-thru headsets, outdoor digital menu boards, Indoor digital menu boards (hardware only), credit card middleware, telephones, PCI services, and any other technology not explicitly stated as supported above. You may elect to enter into support agreements with third-party vendors for these items.

Training

Prior to the opening of the Restaurant, your Designated Principal, Key Operator and (i) three of your managers or (ii) four of your managers if your Designated Principal or Key Operator will not serve as a Certified Manager for the Restaurant must attend and successfully complete to our satisfaction our initial management training program (the "**Training Program**"). Only your Key Operator (or one other manager if your Key Operator will not serve as a Certified Manager) must complete the General Manager portion of the Training Program and pass a comprehensive online exam with a score of 90% or greater. We require all new Designated Principals and/or Key Operators to attend our New Franchisee Immersion Program. This course is in addition to and

separate from the Training Program. It is a one-and-a-half-day course at which new Designated Principals and/or Key Operators will learn more about the Zaxbys brand, our growth strategy, and meet and develop relationships with key Support Center staff and other franchisees.

The Training Program is offered on an as-needed basis and depending on job role and experience can range from three to eight weeks. Training should conclude no later than 21 days preceding the opening of your Restaurant.

No tuition is charged for four individuals to attend the Training Program. You will be required to pay us a fee of $2,500 per person for each additional manager attending the Training Program. You are also required to pay all travel and living expenses for your representatives while they attend the Training Program.

The Training Program consists of the following:

TRAINING PROGRAM

NEW FRANCHISEE IMMERSION PROGRAM - ORIENTATION

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Culture, History, Mission, and Values	1	0	Zaxbys Support Center
Welcome, Vision and Strategy	1.25	0	
Culture/ History/ Mission/ Values/ Company org structure	1.25	0	
Using Systems and Operational Platforms	.5	0	
Key Department Meetings	6	0	
Operations - Store(s) metrics and operational scorecard	1.5	0	
TOTAL HOURS	**11.5**	**0**	

Manager Training and Certification Program

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation	1	3 – 8 weeks	Zaxbys Certified Training Facility TBD; Classroom training conducted in-person or online in the LMS
Front-of-House and Back-of-House Procedures	6		
Train-the-trainer	2		
Administrative Duties and Tools	2		
Shift Management – routines, processes, and tools	1.5		
Production – managing the flow of product from order point to the guest	.5		
Culture and Service – servant leadership skills, guest focus and recovery standards, and service management	.5		

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Inventory Management – inventory basics, counting inventory, receiving a truck, and using an inventory management platform	2.5		
Talent Management – overview of Zaxbys Career Path and training programs	.5		
Scheduling and Labor Management – learn about the tools available to help you develop your labor strategy	.5		
Maintenance and Cleaning – facility and equipment maintenance; Daily, weekly, monthly, quarterly, and annual cleaning standards	.5		
Inventory Management – inventory basics, counting inventory, receiving a truck, and using an inventory management platform	2.5		
Manager Certification Test	.5		
General Manager Certification Test	.5		
TOTAL HOURS	21	135-400	

[1] The hours listed are an approximation over a 4 to 8 week period and will vary depending on your experience and other relevant factors. All training is to be completed before the opening of the Restaurant.

[2] It is the nature of the business and the training that all aspects of training are integrated, that is, there are no definitive starting and stopping times for each subject.

[3] Locations for Classroom Training and On-the-Job Training are based on availability and determined when each training plan is written.

The classroom portions of the Manager Training and Certification Program are conducted online through Zaxbys University, which is available at all times. The on-the-job training portions of the Training Program are offered weekly at a certified training facility Restaurant that we will designate, which may be operated by our franchisees or our affiliates (a "**Certified Training Facility**"). Our franchisees' Restaurants may become a Certified Training Facility by meeting our standards and specifications and other performance-based criteria and by agreeing to the terms in our then-current form of a Certified Training Facility Agreement.

As the Certified Training Facility may be located outside of your market, you and your representatives may incur travel expenses to attend the Training Program. You are responsible for all travel and living expenses of your representatives during the Training Program.

Currently, in lieu of the on-the-job portions of the Training Program being conducted at a Certified Training Facility, if you are an experienced Zaxbys franchisee and have already completed the initial training program to our satisfaction, we may permit you to offer the Training Program at one of your Restaurants by meeting our performance standards and appointing an Organization Training Manager (OTM) who must be certified by us by attending a training course at our Support Center before we permit you to offer the Training Program to train new or replacement restaurant

managers and assistant managers, you must agree to the terms of our then-current form of Zaxbys Franchisee Managed Training Program Agreement and all Restaurants owned by you must pay a fee that ranges from $500 to $1,500 annually, depending on the number of Restaurants operated by you.

The Training Program is provided primarily under the direction of Lauren Heavern and Eric Carlson. Ms. Heavern has provided training on this subject to our franchisees since August 2007. Mr. Carlson has provided training on this subject to our franchisees since January 2018. Several other employees of ours assist Ms. Heavern and Mr. Carlson from time to time on different subjects in the training program. The managers of each Certified Training Facility will assist in providing the on-the-job training and their experience may vary, though each such manager must have had at least 300 hours of experience serving in the role of a Certified Manager.

The instructional material for the Training Program shall include on-line courses, videos and material, PowerPoint presentations, pamphlets on specific subjects, handouts, classroom exercises and hands on instruction and demonstrative methods of training.

The Training Program must be successfully completed by all required attendees prior to the Restaurant's opening. At the conclusion of the Training Program, all attendees must take a final written test and a performance assessment and score 90% or better. Failure to successfully complete any phase of the Training Program could lead to the need to retrain on certain aspects of the Training Program at your expense, a delay in the Restaurant's opening, and the possible breach of the Franchise Agreement. You and your managers may request additional training at the end of the Training Program, which will be provided by us at our then-current per diem charges. We and you will jointly determine the duration of such additional training.

The Training Program and manner of conducting training is in our discretion. We reserve the right to make changes in the Training Program at any time and without notice to you.

Replacement Managers, Designated Principals or Key Operators. You must maintain at least four Certified Managers (one General Manager and at least three other Certified Managers) at all times, but you will be permitted to reduce that requirement to three Certified Managers if your Restaurant has been open for business for more than one year and you are in good standing with Zaxbys. Any replacement Designated Principals or Key Operators, subject to our approval, must attend the New Franchisee Immersion Program. Any replacement Certified Manager or Key Operator must attend and complete our Training Program (with a fee of $2,500 per person) at a Certified Training Facility. If you have signed a Zaxbys Franchisee Managed Training Program Agreement and the Restaurant has been open for business for more than one year, then any replacement Certified Manager, Designated Principal, or Key Operator may attend and complete their training (except for the New Franchisee Immersion Program) with you and you must maintain at least three Certified Managers (one General Manager and at least two other Certified Managers) at all times. Any replacement Certified Manager, Designated Principal or Key Operator must successfully complete their certified training within 90 days of starting that position.

Additional Training and Conferences. We also require that your managers and Designated Principal and/or Key Operator attend and complete, to our satisfaction, additional special programs or periodic additional training as we may require from time to time upon at least 60 days prior notice. We will provide and pay for instruction and training materials in connection with ongoing training and meetings, but you will be responsible for all travel and living expenses for your representatives.

Your Designated Principal and/or Key Operator is also required to attend annually up to two meetings of our franchisees upon at least 60 days prior notice. You will be responsible for all travel and living expenses for your Designated Principal and Key Operator; however, our affiliate, ZCF, currently contributes substantially towards the living expenses of your Designated Principal and Key Operator for such conferences.

ITEM 12
TERRITORY

Franchise Agreement

Location. Your franchise is for the specific Location that we accept, which will be added to the Franchise Agreement along with the Protected Area, which is described below, once we accept and you secure it, in the Location and Protected Area Schedule (Appendix A-1 to the Franchise Agreement).

Protected Area. 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. You will, however, have certain limited protected rights within an area around your Restaurant designated by us, in our sole discretion (the "**Protected Area**").

Within your Protected Area, we will not operate, or authorize others to operate, a Restaurant within the Protected Area, except for a Non-Traditional Outlet. A "**Non-Traditional Outlet**" is a Restaurant that is located at or operated from a non-traditional site, including (1) airports, bus and railroad terminals, and other public transportation facilities, (2) sports arenas, stadiums, and facilities, (3) gasoline service stations, highway rest stops, and travel plazas, (4) amusement parks or centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (5) supermarkets, convenience stores, department stores, outlet malls, and enclosed malls, (6) food courts, (7) hospitals and other health care facilities, (8) universities, schools, and education facilities, (9) convention centers, (10) military bases, (11) national and state parks, (12) concessionaire locations (including event-specific, non-permanent, temporary and/or movable stands, kiosks, trailers, tents or other similar installations), (13) limited access office buildings, business complexes, and dormitories, (14) ghost, dark, or cloud kitchens, and (15) food trucks.

Among other things, we and our affiliates also have the right to: (1) establish or license others to establish (a) Restaurants anywhere outside of the Protected Area or (b) restaurants under marks other than the Marks inside or outside the Protected Area, and/or (c) Non-Traditional Outlets inside or outside the Protected Area; (2) offer or sell, or license others to offer or sell, any products (including pre-packaged food products or ingredients) or services using the Marks or other marks through any alternative distribution channels, including through e- commerce, mail order, catalog, delivery, catering, or grocery, convenience, mass merchandise, drug, or other non-restaurant retail stores inside or outside the Protected Area; (3) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Protected Area; and (4) acquire, be acquired by, or merge with other companies with existing restaurants or food businesses anywhere (including inside or outside the Protected Area) and, even if such businesses are located in the Protected Area and offer competing products or services, (a) convert the other businesses to the Zaxbys name or (b) permit the other businesses to continue to operate under another name. We will not compensate you for our activities in your Protected Area, including, without limitation, any sales we make within your Protected Area. New Restaurants that are

proposed near your Restaurant may be subject to our then-current Impact Policy, as published in the Manual.

We will designate the Protected Area, in our sole discretion, during the site confirmation process based upon the number of households, traffic count, foot traffic, competition, accessibility of the location, population density and other demographic factors. Because each Location is different, the Protected Area for each Restaurant may be different; however, the Protected Area will typically be a 0.25-mile radius around the Restaurant, which is the minimum size that we will designate for a Protected Area. If you execute a Development Agreement, in any Franchise Agreements that you execute, the Protected Area will be determined in accordance with our then-current standards for designating Protected Areas.

Your limited exclusive rights within the Protected Area do not depend on you achieving a certain sales volume, market penetration, or other contingency. However, if you default under your Franchise Agreement, among other potential remedies including termination of the Franchise Agreement, we may temporarily or permanently reduce the size of your Protected Area, in which case the restrictions described above will not apply in the geographic area that was removed from the Protected Area.

Serving Customers Outside of Protected Area. The franchise granted to you under the Franchise Agreement is limited to permitting the use of the System and the Marks in the operation of the Restaurant only at the Location. However, you may accept or solicit orders from customers located inside or outside of your Protected Area. In addition, you may provide food delivery and catering services from your Location to customers located inside or outside the Protected Area in accordance with the Manual and food delivery and catering programs periodically instituted by us. Currently, you may provide food delivery and catering services in the exclusive areas of other Restaurants operating under the System and other franchisees of the System may provide the same services in the Protected Area, but we may change these policies upon written notice to you. All food delivery and catering services will be for providing cooked products prepared at the Restaurant for consumption.

Restrictions on You. You may not use the Marks or the System in any wholesale, e-commerce, or other channel of distribution besides the operation of the Restaurant at the Location and catering and delivery services from your Location. You may not offer products or services in connection with the Marks on any website on the Internet or any other electronic communication network unless we consent in writing.

Relocation. If you lose the right to possess the premises of the Restaurant as a result of actual or threatened governmental exercise of the power of eminent domain or the termination or your lease agreement through no fault of or breach by you (a "**Relocation Event**"), you may relocate the Restaurant to a substitute location. You shall have 60 days after the date of a Relocation Event within which to comply with the site selection process and obtain our written confirmation of such proposed substitute location. In addition to our standard requirements, we will not confirm a site if we believe it will materially and adversely impact another Restaurant. Once a substitute site is confirmed and obtained in accordance with the Franchise Agreement, we and you will execute a revised Location and Protected Area Schedule, which will confirm the new site as the new Location. You must acquire the site and construct and design the relocated Restaurant, at your expense, in accordance with the Franchise Agreement. You must reopen the relocated Restaurant within 12 months of the Relocation Event. You must pay the Substitute Royalty Fees and Marketing Fees described in Item 6 from the date of the Relocation Event to the date your Restaurant reopens.

No Additional Rights. We do not reserve or offer options, rights of first refusal or similar rights to you for additional franchises within or outside the Protected Area, except in accordance with our Development Agreement.

Reservation of Rights. We and our affiliates do not currently operate or franchise, or have plans to operate or franchise, a business under a different trademark that will sell products similar to the products offered through the Restaurant, though we and our affiliates reserve the right to do so in the future.

Development Agreement

If you enter into a Development Agreement, you will have the right to develop a mutually agreed upon number of Restaurants in the Development Area that we specify in accordance with the Development Schedule. The total number of Restaurants to be opened in your Development Area, as well as the size of the Development Area, will be dependent upon a number of factors such as (1) the number of Restaurants we grant you the right to open and operate; and (2) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Development Agreement.

You will not receive an exclusive territory under the Development Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we will not grant rights to Developers or franchisees to develop and operate a Restaurant (with the exception of Non-traditional Outlets) within the Development Area during the term of the Development Agreement, except we may permit (1) an existing Restaurant within the Development Area to relocate to another location within the Development Area in accordance with our then-current relocation policy or (2) a Restaurant within the Development Area that closed due to a Destruction Event (as defined below) to reopen within the Development Area.

Among other things, we and our affiliates also have the right to: (1) establish or license others to establish (a) Restaurants anywhere outside of the Development Area, (b) restaurants under marks other than the Marks inside or outside the Development Area, and/or (c) Non-Traditional Outlets inside or outside the Development Area; (2) offer or sell, or license others to offer or sell, any products (including pre-packaged food products or ingredients) or services using the Marks or other marks through any alternative distribution channels, including through e- commerce, mail order, catalog, delivery, catering, or grocery, convenience, mass merchandise, drug, or other non-restaurant retail stores inside or outside the Development Area; (3) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Development Area; and (4) acquire, be acquired by, or merge with other companies with existing restaurants or food businesses anywhere (including inside or outside the Development Area) and, even if such businesses are located in the Development Area and offer competing products or services, (a) convert the other businesses to the Zaxbys name or (b) permit the other businesses to continue to operate under another name. We will not compensate you for our activities in your Development Area, including, without limitation, any sales we make within your Development Area.

You must comply with your obligations under the Development Agreement, including your development obligations under the Development Schedule, and the Franchise Agreement in order to maintain your rights to develop Restaurants within the Development Area. If you default in any

manner, including if you do not comply with your Development Schedule, under the Development Agreement or if you or any of your affiliates default under any other agreement between you and your affiliates and us and our affiliates, we may terminate your Development Agreement and any further development rights you have under such agreement. Upon the termination or expiration of the Development Agreement, we may grant franchises for any number of Restaurants in such Development Area to us, our affiliates, or third parties.

Instead of termination, we may at our option, and in our discretion, unilaterally modify the Development Area and/or modify the Development Schedule to decrease the number of Restaurants to be developed under the Development Agreement by written notice to you. If we reduce your Development Area or your Development Schedule due to an event of default, we will not be obligated to refund any portion of the Development Fee to you. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

If a Restaurant is destroyed or damaged by any cause beyond your control such that it may no longer continue to be open for the operation of business (a "**Destruction Event**"), you must diligently work to repair and restore the Restaurant to our approved plans and specifications as soon as possible at the same location or at a substitute site accepted by us within the Development Area. Under such circumstances, the Restaurant will continue to be deemed a "Restaurant in operation" for the purpose of the Development Agreement for up to 180 days after the Destruction Event occurs. If a Restaurant (1) is closed for any reason other than a Destruction Event or (2) fails to reopen within 180 days after a Destruction Event, then we may terminate the Development Agreement and all of your territorial rights, if any, will be eliminated.

The Development Agreement and your right to develop Restaurants in the Development Area will expire on the earlier of (1) the last opening deadline date listed on the Development Schedule or (2) the opening of the last Restaurant to be developed pursuant to the Development Schedule unless the Development Agreement is terminated sooner. Upon the expiration or termination of the Development Agreement, your right to develop Restaurants within the Development Area will be terminated. However, Restaurants that you have opened will continue to operate under the terms of the applicable Franchise Agreements.

Developers do not receive any other option, right of first refusal, or similar rights to develop Restaurants within the development area or contiguous areas.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, we will grant you the non-exclusive right and license to operate a Restaurant in accordance with the System and using the Marks under certain terms and conditions.

In addition to other registered trademarks, ZFL has registered and filed all necessary affidavits and renewals for the following principal Marks on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date
ZAXBY'S	2,487,337	9/11/2001
ZAXBY'S	4,568,225	7/15/2014

Mark	Registration Number	Registration Date
	5,055,428	10/4/2016
	4,090,478	1/02/2012
	2,868,595	8/3/2004
	7,655,659	1/14/2025
ZAXBYS	7,655,658	1/14/2025
	7,655,374	1/14/2025

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court. There are no pending infringement, opposition or cancellation proceeding or pending material federal or state court litigation regarding our use or ownership rights in a trademark.

No agreements significantly limit our right to use or license the use of our marks. We have no actual knowledge of any superior prior rights or infringing uses which could materially affect your use of such marks.

Your right to use the Marks applies only to the Restaurant operated at the Location as expressly provided in the Franchise Agreement, including advertising related to the Restaurant. You may only use in your Restaurant the Marks we designate, and only in compliance with written rules that we prescribe periodically. You may not use any Mark (1) as part of any corporate or legal business name; (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you); (3) in selling any unauthorized services or products; (4) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent; or (5) in any other manner we have not expressly authorized in writing. No materials on which any of the Marks appear may be used by you without our prior written approval, which may be revoked at any time upon reasonable notice. You must display the Marks in a manner that we specify on signage at the Restaurant and on forms, advertising, supplies, employee uniforms, business cards, and other materials we designate.

We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Marks and to adopt entirely different or new Marks for use with the System without any liability to you, in our sole discretion. You must implement any such change at your own expense within the time we reasonably specify.

You must notify us promptly of any unauthorized use of the Marks of which you have knowledge. You also must inform us promptly of any challenge by any person or Entity to the validity of our ownership of or our right to license others to use any of the Marks. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Marks, including, but not limited to, any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered, or owed to us or our affiliates, in connection with any such action. You agree to execute all documents and render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks. We have no obligation to participate in or indemnify you for any infringement claims in regard to our Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not currently own any rights in or to any patents which are material to the operation of the Restaurant. We consider our recipes and certain aspects of our system to be proprietary trade secrets, protectable under common law and applicable state laws. We also claim common law copyrights to the Manual, operational and training materials, building plans and specifications, and other proprietary materials specifically created by us in connection with the system, including menus, menu boards, recipes, proprietary advertisements, all materials presented to prospective customers of our brand, all product related marketing research, certain information on web portal and printed materials and forms used in connection with the operation of a Restaurant. The Manual and other proprietary materials have not been registered with any copyright office.

Any copyrights used by you in the Restaurant belong solely to us or our affiliates. You agree to notify us in writing of any suspected infringement of our or our affiliates' copyrights. We and our affiliates have exclusive rights to bring an action for infringement and retain any amounts recovered with respect to such action, and to control any infringement proceeding whether brought by or against us or you. We have no obligation to defend or otherwise protect you against any claims involving any copyright, including without limitation any copyright infringement claim, or to indemnify you for any losses you may incur as a result of our copyrights infringing the rights of any other copyright owner. If so requested by us, you will discontinue the use of the subject matter covered by any copyright used in connection with the Restaurant.

We have no actual knowledge of any patent or copyright infringement that could materially affect you.

During the term of your Franchise Agreement, we or our affiliates may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how, and other confidential information relating to the System, our business, our vendor relationships, our recipes, or the construction, management, operation, or promotion of the Restaurant (collectively, "**Proprietary Information**"). You and your Owners may not, nor may you permit any person or Entity to, use or disclose any Proprietary Information (including any portion of the Manual) to any other person, except to the extent necessary for your professional advisors and employees to perform their functions in the operation of the Restaurant. You must take reasonable precautions necessary to protect Proprietary Information from unauthorized use or disclosure and will implement any systems,

procedures, or training programs that we require and purchase from us or an approved source designated by us any supplies or materials necessary to implement such systems, procedures, or programs. At our request, you must require anyone who may have access to the Proprietary Information to execute non-disclosure agreements in a form satisfactory to us that identifies us as a third-party beneficiary of such covenants with the independent right to enforce the agreement.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must devote your best efforts to the efficient and effective management, promotion, and operation of the Restaurant. You must at all times use your best efforts to promote and increase the sales and consumer recognition of the products and services offered at the Restaurant pursuant to the System and the Manual, to effect the widest and best possible distribution of our products and services from the Restaurant. You must devote your best efforts to controlling the Restaurant, your manager, assistant managers, and other employees.

While we recommend that your Designated Principal be actively engaged in the operation of the Restaurant, we do not require your Designated Principal to participate personally in the day-to-day operation and on-premises supervision of the Restaurant. Your Designated Principal or Key Operator must have authority over all business decisions related to your Restaurant and the power to bind you in all dealings with us. Your Designated Principal may serve as a Certified Manager for a single Restaurant, provided that they complete the Training Program.

Your Key Operator must have full control over the day-to-day activities, including operations, of your Restaurants that are located within the same geographic area, including control over the standards of operation and financial performance. Your Key Operator shall devote full time and best efforts to supervising the operation of these Restaurants and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility. The Key Operator must be approved by us and successfully complete the Training Program. You must not designate a new Key Operator without our approval. If the Key Operator no longer qualifies as such, you shall designate another qualified person to act as Key Operator within 90 days after the date the prior Key Operator ceases to be qualified.

At all times that your Restaurant is open for business, it must be under the personal, on-premises supervision of a Certified Manager who must devote full time and energy during business hours to the supervision and management of the Restaurant. You must at all times maintain at least four Certified Managers (comprised of one general manager and a combination of three assistant managers or shift managers) for the Restaurant, each of whom may serve in such role for only the single Restaurant. Once the Restaurant has been open for business for more than one year, then you must at all times maintain at least three Certified Managers comprised of one general manager and a combination of two assistant managers or shift managers). There are no restrictions on whom you can hire as a Certified Manager, as long as they are qualified to perform their duties in accordance with our System Standards and successfully complete our Training Program and any other training programs that we require. Your Certified Managers are not required to have an ownership interest in your Entity.

Each Owner must jointly and severally guarantee your performance under the Franchise Agreement and bind themselves to the terms of the Franchise Agreement by executing and delivering a Guaranty, Nondisclosure, and Noncompete Agreement in substantially the form

attached as **Appendix D** to the Franchise Agreement (the "**Guaranty**"); provided, however, that such requirements will not apply if you are a publicly held corporation. We do not require your Key Operator to sign the Guaranty unless they own a legal interest in you; however, they must sign our then-current form of Nondisclosure, and Noncompete Agreement (***Exhibit M***). If you sign a Development Agreement, your Owners must also jointly and severally guarantee your obligations to us under the Development Agreement and must execute a Guaranty, Nondisclosure, and Noncompete Agreement in the form of **Appendix C** to the Development Agreement.

We may, in our sole discretion, require you to obtain from your officers, directors, and managers, your Owners' spouses, siblings, parents, and children, and other individuals that we may designate executed agreements containing nondisclosure and noncompete covenants similar in substance to those in the Franchise Agreement. The Key Operator must sign our then-current form of Noncompete & Nondisclosure Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer in the Restaurant to customers only the products and services that we have approved in writing. In addition, you must offer the specific products and services that we require in the Manual or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products or serv ices that we designate as mandatory. You may sell products and services only in the varieties, forms, and combinations that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manual (or to meet reasonably anticipated customer demand if we have not prescribed specific standards). Items 8, 9 and 12, as well as the Manual, provide additional information regarding your specific obligations and limitations.

We may, without limitation, change the types, amounts, or specifications of the goods or services that you may offer. We may, without limitation and in our sole discretion, revoke approval of a previously approved product or service that you have been selling, in which case, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly approved inventory as we direct.

You must use the Restaurant solely for the operation of the Zaxbys Restaurant. You must keep the Restaurant open and in normal operation for such minimum hours and days as we may periodically prescribe. You must refrain at all times from using or permitting the use of the premises of the Restaurant for any purpose or activity other than as contemplated by the Franchise Agreement without obtaining our prior consent.

You may purchase products solely for resale to retail customers, and not for resale or redistribution to any other party, including other Zaxbys franchisees. You may not offer products or services in connection with the Marks on any website on the Internet or any other electronic communication network unless we consent in writing.

There are no other limitations imposed by us on the persons to whom a franchisee may provide products and services, except those imposed by the nature of the system itself. You may not

advertise, offer for sale, or sell any products that are damaged, deteriorated, or "out-of-date." All such inferior items must be withdrawn from sale and removed from the premises of the Restaurant.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

Provision	Section in Franchise Agreement ("FA") / Development Agreement ("DA")	Summary
a. Length of franchise term	FA: Section 2.1 DA: Section 5	FA – 10 years from opening of Restaurant. DA - The earlier of (1) the last opening deadline date listed on the Development Schedule or (2) the opening of the last Restaurant to be developed pursuant to the Development Schedule.
b. Renewal or extension of the term	FA: Section 2.2 DA: Not Applicable	FA – Subject to our requirements, we may allow you to renew for one additional successive 10-year term.
c. Requirements for you to renew or extend	FA: Section 2.2 DA: Not Applicable	FA – you have notified us of your intent to renew at least 6 months in advance but no more than 12 months in advance; you, your Owners, and your affiliates have fully complied with the Franchise Agreement and all other agreements between such parties and us, our affiliates, Co-ops, or approved suppliers; you are in good standing, including you, your Owners, and your affiliates being in full compliance with all agreements with no overdue payments and no pending or threatened litigation or disputes with us, our affiliates, Co-ops, or approved suppliers; agree to all modifications, refurbishments, upgrades, reimaging, remodeling (which may include a scrape and rebuild), and renovations necessary to comply with our then-current standards and specifications; you or your representatives have attended renewal training (if required by us); you and each Owner have executed a general release in favor of us and our affiliates; you have the right to remain in possession of the Location for the duration of the renewal term; you have provided us with all required information pertaining to you and each Owner; you pay us a renewal fee; you execute our then-current Franchise Agreement for the renewal term, which may have materially different terms and conditions than your original Franchise Agreement.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	FA: Section 13.3 DA: Section 6	FA and DA – we can only terminate if you are in default.

Provision	Section in Franchise Agreement ("FA") / Development Agreement ("DA")	Summary
g. "Cause" defined - curable defaults	FA: Section 13.1 DA: Not Applicable	FA – you have 10 days to cure a failure to submit financial information or reports or a payment default to us, our affiliates, or a supplier; and 30 days to cure (or such longer period that we designate) any breach or failure to comply with any other covenant, agreement, standard, procedure, practice, or rule prescribed by us, whether contained in the Franchise Agreement, the Manual, or otherwise in writing (other than the non-curable defaults specified in row h. below).
h. "Cause" defined - non-curable defaults	FA: Section 13.2 DA: Section 6.1	FA – insolvency, bankruptcy or levy; abandonment of business; default in lease or loss of right to possess premises; failure to operate and maintain Technology System; gross understatement of Gross Sales; material misrepresentation; permit a violation of law regarding construction or operation of Restaurant; failure to obtain and maintain required permits and licenses; failure of health or safety inspections or there is a threat to public health or safety; misuse of Marks or similar trademarks; certain criminal convictions or pleas; fraud or similar judgment; engagement in activity with adverse effect; willful engagement in illegal, immoral or unethical activities; unauthorized transfer; violation of noncompete; disclosure of confidential information or trade secrets; failure to satisfy the requirements of the Real Estate Committee Approval Deadline, Construction Commencement Deadline and Opening Deadline; engage in misrepresentations or deceptive acts; use of unapproved supplier; failure to comply with quality control or other significant standards; refuse to permit an inspection or audit; failure to timely file any required report 3 or more times in a 12-month period (regardless of whether previously cured); failure to communicate with us within 7 days after we send you written notice; default under any other agreement with us or our affiliate, if that default would permit us to terminate such agreement; fail to submit reports within 30 days of due date; knowingly maintain false books or submit false reports; and receipt of three or more default notices in the term. DA – failure to satisfy the requirements of any Development Schedule deadline including any Real Estate Committee Approval Deadline, Construction Commencement Deadline and Opening Deadline; you, your Owners, or your affiliates default under any Franchise Agreement or other agreement with us or our affiliates, if you fail to cure such default in the applicable cure period (if any), regardless of whether we terminate such agreement; we, our affiliates, or approved vendors terminate any agreement with you, your Owners, or your affiliates; we determine that you and your affiliates do not have the financial or operational capacity to develop and operate another Restaurant; and you, your Owners, or your affiliates fail to fully comply with any other provision in the Development Agreement.

Provision	Section in Franchise Agreement ("FA") / Development Agreement ("DA")	Summary
i. Your obligations on termination/ non-renewal	FA: Section 14 DA: Section 8	FA – obligations include cease operation; cease using Marks and our other intellectual property; cancellation of name; complete de-identification; pay amounts due; return materials; assign telephone listings; and comply with confidentiality and noncompete covenants. DA – comply with the noncompete covenants; you will lose your right to develop additional Restaurants.
j. Assignment of contract by us	FA: Section 12 DA: Section 7	FA and DA – No restriction on our right to assign.
k. "Transfer" by you -definition	FA: Section 12.2 DA: Section 7	FA and DA – Includes transfer of Franchise Agreement or Development Agreement, Restaurant(s), substantially all the assets related to the Restaurant(s), or ownership interests in you
l. Our approval of transfer by you	FA: Section 12.2 DA: Section 7	FA – You must obtain our approval to any transfer, with limited exceptions. DA – You must obtain our approval to any transfer.
m. Conditions for our approval of transfer	FA: Section 12.2(b) DA: Not Applicable	FA – No default; no outstanding monetary obligations to us, our affiliates, or approved vendors or suppliers; release signed by you and Owners; transferee qualifies; transferee signs, at our option, assignment agreement or then-current Franchise Agreement; new Owners and, at our option, existing Owners sign then-current Guaranty; remodel/upgrade; complete any required training; pay Transfer Fee; provide us with copies of purchase and sale agreements; subordinate debt to us, ZNMF, Co-ops and ZMAA if seller financed sale (see also r, below). Some conditions may not be required for transfers that do not result in a change of control, transfers to an Entity for convenience of ownership, grants of security interests in physical assets, and transfers to revocable trusts.
n. Our right of first refusal to acquire your business	FA: Section 12.5 DA: Section 7	FA and DA – We may match any bona fide offer for the Restaurant(s), your business assets, or ownership interests in you.
o. Our option to purchase your business	FA: Section 14.10 DA: Not Applicable	FA – We reserve the right to purchase the tangible assets upon termination or expiration.
p. Your death or disability	FA: Section 12.6 DA: Section 7	FA – Transfer must be completed within 12 months after any Owner dies or becomes incapacitated. DA – We have the right to approve or disapprove any transfer in our sole discretion.
q. Non-competition covenants during the term of the franchise	FA: Section 15.3 DA: Section 8	FA and DA – You and your Owners may not directly or indirectly (including through an Owner's spouse, sibling, parent, or child (a "**Family Member**")): own, manage, engage in, be employed by, advise, assist, make loans to, or have any other interest in (1) any restaurant business (other than a Zaxbys Restaurant) with a primary business that is the sale of chicken or (2) any entity that grants franchises or licenses for any such business

Provision	Section in Franchise Agreement ("FA") / Development Agreement ("DA")	Summary
		(collectively, each, a "**Competitive Business**") at any location in the United States; divert or attempt to divert any business or customer or potential business or customer of the Restaurant to any Competitive Business, by direct or indirect inducement or otherwise; or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System. Your Owners' spouses, siblings, parents, and children ("**Family Members**") are subject to the same restrictions, except a Family Member may be employed by a restaurant business that specializes in chicken, provided that such Family Members may not hold any managerial position or be engaged in the management of such business.
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 15.2 DA: Section 8	FA – For 2 years after the expiration or termination of your Franchise Agreement or an approved transfer to a new franchisee, you, your Owners, and Family Members may not, without our prior written consent, directly or indirectly (1) own, manage, engage in, be employed by, advise, assist, make loans to, lease to, or have any other interest in or divert business to any Competitive Business that is (or is intended to be) located within a 10-mile radius of the Location or the location of any other Restaurant that is operating or under development at the time of such expiration, termination or transfer or (2) perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System. Family Members may be employed by a restaurant business with a primary business that is the sale of chicken, provided that such Family Members may not hold any managerial position or be engaged in the management of such business. DA – Same as FA, except the geographical restriction applies to any Competitive Business within a 10-mile radius of the Development Area and/or the location of any other Restaurant that is operating or under development at the time of such expiration, termination or transfer.
s. Modification of the agreement	FA: Section 23 DA: Sections 6.2 and 12	FA and DA – Except for modifications to the Manual, the System, and the Marks, no modifications unless agreed to by both parties in writing. DA – If you are in default, we may unilaterally change your development deadlines and/or reduce the number of Restaurants that you may develop.
t. Integration/ merger clause	FA: Section 23 DA: Section 11	FA and DA – Only the terms of the Franchise Agreement and Development Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document, the Franchise Agreement, and the Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA: Section 24.4 DA: Section 9	FA and DA – Subject to applicable state laws, except for certain claims, all disputes must be arbitrated in Atlanta, Georgia.

Provision	Section in Franchise Agreement ("FA") / Development Agreement ("DA")	Summary
v. Choice of forum	FA: Section 24.2 DA: Section 9	FA and DA – Subject to applicable state laws, arbitration must be in Atlanta, Georgia and litigation must be in the state of our then current principal place of business at the time such proceeding is commenced.
w. Choice of law	FA: Section 24.1 DA: Section 9	FA and DA – Subject to applicable state laws, Georgia law applies except to the extent governed by the American Arbitration Act.

ITEM 18
PUBLIC FIGURES

We do not use any public figure in our name or symbols or to endorse or recommend our business to prospective franchisees.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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.

Factual Basis and Material Assumptions

You should consider the following factual basis and material assumptions in reviewing this Item 19:

1. As of December 29, 2024, there were 969 open and operating Restaurants. Of these 969 Restaurants, 826 of these Restaurants were owned and operated by third-party franchisees that are not owned or controlled by our affiliates (the "**Franchised Restaurants**").

2. The Franchised Restaurants offer substantially the same products and services as the Restaurants that are the subject of this franchise disclosure document.

3. For purposes of this Item 19, the term "**Gross Revenues**" means all revenues received by a Restaurant as payment for all sales generated through the Restaurant, whether such payment is in cash, by exchange or for credit (and, if for credit, regardless of collection), including revenues received from the operation of vending machines or other mechanical devices, less any revenues taxes collected and transmitted to appropriate taxing authorities.

4. The financial performance representation is a historical representation.

TABLE 1
AVERAGE GROSS REVENUES OF FRANCHISED RESTAURANTS
IN FISCAL YEAR 2024

Table 1 presents the Average Gross Revenues of 776 Franchised Restaurants (the "**Table 1 Measured Restaurants**") that were open and operating during the period January 1, 2024 through December 29, 2024 (the "**Table 1 Period**"). Table 1 excludes the performance of: (a) 143 Restaurants that were owned or controlled by our affiliate, Zax Restaurants; (b) 13 Franchised Restaurants that were closed for more than one month during the Table 1 Period; (c) 37 Franchised Restaurants that opened during the Table 1 Period; and (d) 7 Franchised Restaurants that closed during the Table 1 Period.

Quartile	Restaurant Count	Average Gross Revenues	# of Restaurants Above Average Gross Revenues	% of Restaurants Above Average Gross Revenues	Median Gross Revenues	Lowest Gross Revenues	Highest Gross Revenues
Top Quartile	194	$3,889,984	75	38.7%	$3,771,700	$3,279,430	$6,348,725
Second Quartile	194	$2,971,499	98	50.5%	$2,980,076	$2,712,252	$3,258,258
Third Quartile	194	$2,458,132	99	51.0%	$2,460,485	$2,202,511	$2,708,495
Bottom Quartile	194	$1,810,336	112	57.7%	$1,924,081	$1,000,042	$2,202,465
All Measured Restaurants	**776**	**$2,782,488**	**356**	**45.9%**	**$2,710,374**	**$1,000,042**	**$6,348,725**

Notes to Table 1:

1. Table 1 Measured Restaurants were divided into four categories based on their Gross Revenues, which are classified as: Top Quartile, Second Quartile, Third Quartile and Bottom Quartile. In Table 1, the average Gross Revenues for each of the categories was calculated by adding the Gross Revenues of all Table 1 Measured Restaurants within each quartile and dividing by the total number of Table 1 Measured Restaurants within such quartile. The average Gross Revenues in each quartile were then compared to the average Gross Revenues in such quartile and expressed as a percentage.

TABLE 2

AVERAGE GROSS REVENUES AND CERTAIN OPERATING COSTS AND EXPENSES
OF AFFILIATE RESTAURANTS FOR PERIOD
FROM JANUARY 1, 2024 TO DECEMBER 29, 2024

Table 2 presents the average Gross Revenues and certain operating costs of 270 Franchise Restaurants with financials submitted by Franchisees at the time of this report that were open and operating during the period from January 1, 2024 to December 29, 2024 (the "Table 2 Period").

	Top Quartile 67 Restaurants		Second Quartile 67 Restaurants		Third Quartile 68 Restaurants		Bottom Quartile 68 Restaurants	
	$	%	$	%	$	%	$	
AVERAGE GROSS REVENUE	**$3,930,239**	**100.0%**	**$3,026,074**	**100.0%**	**$2,482,225**	**100.0%**	**$1,847,332**	**100.0%**
COST OF GOODS SOLD	**$1,248,526**	**31.8%**	**$963,221**	**31.8%**	**$804,000**	**32.4%**	**$614,036**	**33.2%**
TOTAL COST OF LABOR	**$917,225**	**23.3%**	**$746,764**	**24.7%**	**$619,389**	**25.0%**	**$518,437**	**28.1%**
OTHER OPERATING EXPENSES								
Royalties	$229,821	5.8%	$177,527	5.9%	$142,106	5.7%	$104,132	5.6%
Advertising Expenses	$144,050	3.7%	$106,717	3.5%	$89,822	3.6%	$63,531	3.4%
Other Operating Expenses	$441,643	11.2%	$383,960	12.7%	$331,644	13.4%	$282,803	15.3%
TOTAL OTHER OPERATING EXPENSES	**$815,515**	**20.7%**	**$668,204**	**22.1%**	**$563,573**	**22.7%**	**$450,467**	**24.4%**
4 Wall EBITDAR	**$948,974**	**24.1%**	**$647,886**	**21.4%**	**$495,264**	**20.0%**	**$264,393**	**14.3%**
Location Expense	$171,706	4.4%	$169,334	5.6%	$158,998	6.4%	$165,870	9.0%
4 Wall EBITDA	**$777,268**	**19.8%**	**$478,551**	**15.8%**	**$336,266**	**13.5%**	**$98,523**	**5.3%**

Notes to Table 2:

1. The Table 2 Measured Restaurants were divided into four categories based on their Gross Revenues, which are classified as: Top Quartile, Second Quartile, Third Quartile and

Bottom Quartile. In Table 2, the Gross Revenues and average operating costs and expenses for each of the categories were calculated by adding the Gross Revenues or certain operating costs and expenses, as applicable, of all Table 2 Measured Restaurants within each quartile and dividing by the total number of Table 2 Measured Restaurants within such quartile. The average Gross Revenues and operating costs and expenses in each quartile were then compared to the average Gross Revenues in such quartile and expressed as a percentage.

2. Table 2 is not a profit and loss statement. The cost and expense information in Table 2 pertains only to the cost of goods sold, labor costs, and other operating expenses experienced by the Table 2 Measured Restaurants. You may experience capitalized or other balance sheet expenditures that are not included in this cost and expense information, such as the cost of additional or replacement equipment, debt payments, and interest expenses.

3. Other Operating Expenses includes: supplies, utilities, repair & maintenance, 3rd party delivery fees, insurance expense, credit card fees, taxes & licenses, bank fees, over short, bad debt/theft, travel and entertainment, technology fee, and convention/training fees.

4. For purposes of this Item 19, the term "**EBITDA**" shall mean Gross Revenues less cost of goods sold, labor costs (excluding officer salaries), and other operating expenses noted above (excluding interest, taxes, depreciation, and amortization). The following table discloses the number and percentage of Table 2 Measured Restaurants in each quartile above the average EBITDA disclosed in Table 2 for each quartile and the median EBITDA for each quartile:

Quartile	Restaurant Count	Average EBITDA from Operations	# of Restaurants in Quartile Above Average EBITDA for Quartile	% of Restaurants in Quartile Above Average EBITDA for Quartile	Median EBITDA from Operations
Top Quartile	67	$777,268	31	46.3%	$761,537
Second Quartile	67	$478,551	34	50.7%	$485,513
Third Quartile	68	$336,266	34	50.0%	$366,007
Bottom Quartile	68	$98,523	37	54.4%	$115,008

5. Labor costs in Table 2 do not include officers' salaries and benefits for any Table 2 Measured Restaurant that captures or recognizes that expense. Labor costs will vary from location to location and will depend on local factors, including (without limitation) local minimum wage laws and local labor market conditions. Because each Restaurant will need a certain number of employees to open and operate regardless of its Gross Revenues, Restaurants that have lower than average Gross Revenues typically experience higher than average labor costs as a percentage of Gross Revenues.

TABLE 3

AVERAGE GROSS REVENUES OF FRANCHISED RESTAURANTS
IN FISCAL YEARS 2022, 2023, AND 2024

Table 3 presents the Average Gross Revenues of certain Franchised Restaurants that were in operation during each of our last three fiscal years.

Year	Restaurant Count	Average Gross Revenues	% Change Over Previous Year	# of Restaurants Above Average Gross Revenues	% of Restaurants Above Average Gross Revenues	Median Gross Revenues	Lowest Gross Revenues	Highest Gross Revenues
2022	752	$2,662,422	4.6%	355	47.2%	$2,599,688	$890,988	$5,869,839
2023	768	$2,721,224	2.2%	350	45.6%	$2,651,111	$786,417	$5,989,909
2024	776	$2,782,488	2.6%	356	45.9%	$2,710,374	$1,000,042	$6,348,725

Notes to Table 3:

1. Our 2022 fiscal year began on December 27, 2021 and ended on December 25, 2022. Our 2023 fiscal year began on January 2, 2023 and ended December 31, 2023 (Adjusted for 52 weeks). Our 2024 fiscal year began on January 1, 2024 and ended December 29, 2024.

2. The 2022 data includes the Gross Revenues of 752 Franchised Restaurants that were open and operated during the 2022 fiscal year and excludes the performance of: (a) 7 Franchised Restaurants that temporarily closed for more than one month during 2022 fiscal year; and (b) 17 Franchised Restaurants that opened during the 2022 fiscal year. The 2023 data includes the Gross Revenues of 767 Franchised Restaurants that were open and operated during the 2023 fiscal year and excludes the performance of: (a) 2 Franchised Restaurants that temporarily closed for more than one month during 2023 fiscal year; and (b) 26 Franchised Restaurants that opened during the 2023 fiscal year. The 2024 data includes the Table 1 Measured Restaurants.

Additional Information Regarding Item 19

1. **Some Restaurants have sold or earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

2. This Item 19 was prepared utilizing data we received in the periodic sales reports provided to us by our franchisees and through daily polling of Point of Sale (POS) data. We have not independently verified any of the data provided to us, but our franchisees pay our franchising fees based on such reports. Additionally, we cannot verify that the information we receive from our franchisees is prepared uniformly or that our franchisees properly allocate costs to a particular category.

3. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 our Chief Legal Officer, Brenda Trickey, 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319, (706) 353-8107, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

For purposes of each of the following tables, we have listed each Restaurant operated by our affiliate, Zax Restaurants, or its predecessors as an "**Affiliate-Owned Restaurant**." We do not operate any Restaurants.

Table No. 1
Systemwide Restaurant Summary
For Years 2022 to 2024

Restaurant Type	Year	Restaurants at the Start of the Year	Restaurants at the End of the Year	Net Change
Franchised	2022	765	776	+11
	2023	776	796	+20
	2024	796	826	+30
Affiliate-Owned	2022	146	146	0
	2023	146	145	-1
	2024	145	143	-2
Total Restaurants	**2022**	**911**	**922**	**+11**
	2023	**922**	**941**	**+19**
	2024	**941**	**969**	**+28**

Table No. 2
Transfers of Restaurants from Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024

State	Year	Number of Transfers
Alabama	2022	6
	2023	1
	2024	18
Arkansas	2022	0
	2023	6
	2024	0
Florida	2022	14
	2023	1
	2024	5

State	Year	Number of Transfers
Georgia	2022	6
	2023	6
	2024	6
Indiana	2022	2
	2023	0
	2024	0
Louisiana	2022	2
	2023	0
	2024	0
Kansas	2022	0
	2023	0
	2024	1
Kentucky	2022	12
	2023	0
	2024	0
Mississippi	2022	0
	2023	2
	2024	0
Missouri	2022	1
	2023	2
	2024	0
North Carolina	2022	6
	2023	5
	2024	5
Oklahoma	2022	0
	2023	0
	2024	0
South Carolina	2022	1
	2023	3
	2024	20
Tennessee	2022	5
	2023	0
	2024	0
Texas	2022	0
	2023	0
	2024	3
Virginia	2022	1
	2023	1
	2024	0
Total	**2022**	**56**
	2023	**27**
	2024	**58**

Table No. 3
Status of Franchised Restaurants
For Years 2022 to 2024

State	Year	Rest-aurants at Start of Year	Rest-aurants Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Rest-aurants at End of the Year
Alabama	2022	88	0	0	0	0	0	88
	2023	88	1	0	0	0	0	89
	2024	89	0	0	0	0	0	89
Arkansas	2022	20	1	0	0	0	0	21
	2023	21	0	2	0	0	0	19
	2024	19	2	0	0	0	0	21
Florida	2022	98	4	0	0	0	0	102
	2023	102	5	1	0	0	0	106
	2024	106	7	1	0	0	0	112
Georgia	2022	192	4	0	0	1	0	195
	2023	195	4	0	0	0	0	199
	2024	199	7	0	0	0	0	206
Indiana	2022	9	2	0	0	0	0	11
	2023	11	2	0	0	0	0	13
	2024	13	0	0	0	0	0	13
Kansas	2022	3	0	0	0	0	1	2
	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
Kentucky	2022	30	0	0	0	0	0	30
	2023	30	2	0	0	0	0	32
	2024	32	1	0	0	0	0	33
Louisiana	2022	10	0	0	0	0	2	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Mississippi	2022	24	2	0	0	0	0	26
	2023	26	5	0	0	0	0	31
	2024	31	5	0	0	0	0	36
Missouri	2022	6	0	0	0	0	2	6
	2023	6	0	0	0	0	0	6
	2024	6	1	1	0	0	0	6
North Carolina	2022	97	0	0	0	0	1	96
	2023	96	0	0	0	0	0	96
	2024	96	3	1	0	0	1	97
Oklahoma	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
South Carolina	2022	60	0	0	0	0	0	60
	2023	60	4	0	0	0	0	64
	2024	64	4	0	0	0	0	68

State	Year	Rest-aurants at Start of Year	Rest-aurants Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Rest-aurants at End of the Year
Tennessee	2022	81	1	0	0	0	0	82
	2023	82	3	1	0	0	0	84
	2024	84	3	0	0	0	0	87
Texas	2022	13	0	0	0	0	1	13
	2023	13	0	0	0	0	1	13
	2024	13	3	1	0	0	0	15
Utah	2022	10	0	0	0	0	0	0
	2023	10	0	1	0	0	0	9
	2024	9	0	1	0	0	0	8
Virginia	2022	17	2	0	0	0	0	19
	2023	19	0	0	0	0	0	19
	2024	19	1	1	0	0	0	19
Total	**2022**	**765**	**17**	**0**	**0**	**1**	**5**	**776**
	2023	**776**	**26**	**6**	**0**	**0**	**0**	**796**
	2024	**796**	**37**	**6**	**0**	**0**	**1**	**826**

Table No. 4
Status of Affiliate-Owned Restaurants
For Years 2022 to 2024

State	Year	Restaurants at Start of Year	Restaurants Opened	Restaurants Reacquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
Alabama	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
Florida	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8
	2024	8	0	0	0	0	8
Georgia	2022	48	0	1	1	0	48
	2023	48	0	0	0	0	48
	2024	48	0	0	0	0	48
Louisiana	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
North Carolina	2022	23	0	0	0	0	23
	2023	23	0	0	0	0	23
	2024	23	0	0	0	0	23
South Carolina	2022	38	0	0	0	0	38
	2023	38	0	0	1	0	37
	2024	37	0	0	0	0	37
Tennessee	2022	10	0	0	0	0	10
	2023	10	0	0	0	0	10

State	Year	Restaurants at Start of Year	Restaurants Opened	Restaurants Reacquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
	2024	10	1	0	0	0	11
Texas	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8
	2024	8	0	0	2	0	6
Virginia	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	1	0	2
Total	**2022**	**146**	**0**	**1**	**1**	**0**	**146**
	2023	**146**	**0**	**0**	**1**	**0**	**145**
	2024	**145**	**1**	**0**	**3**	**0**	**143**

Table No. 5
Projected Openings as of December 29, 2024

	Franchise Agreements Signed But Restaurant Not Opened	Projected New Franchised Restaurants in the 2025 Fiscal Year	Projected New Affiliate-Owned Restaurants in the 2025 Fiscal Year
Alabama	2	0	0
Arizona	2	3	0
Florida	20	9	1
Georgia	13	8	3
Kansas	1	1	0
Kentucky	3	2	0
Indiana	2	2	0
Maryland	7	3	0
Mississippi	2	3	0
Missouri	1	0	0
Nevada	2	2	0
New Jersey	1	1	0
North Carolina	8	6	2
Ohio	3	0	0
Pennsylvania	1	0	0
South Carolina	6	4	2
Tennessee	5	3	2
Texas	8	1	0
Virginia	12	2	0
Total	**99**	**50**	**10**

The name of each franchisee and the address and telephone number of each Restaurant is attached as ***Exhibit D-1***. The name, address and telephone number of each Developer and a description of their development area is attached as ***Exhibit D-2.*** The name, city and state of the former Restaurant, and last known telephone number of each of the franchisees who had a Restaurant terminated, cancelled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently

completed fiscal year or who has not communicated with us within 10 weeks of the Disclosure Document issuance date is attached as ***Exhibit D-3***. The name, address, telephone number and site selection area of franchisees who had signed a Franchise Agreement but had not opened its Restaurant as of the end of our fiscal year is attached as ***Exhibit D-4***.

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

In the last three fiscal years, some of our franchisees have signed a confidentiality agreement with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Zaxbys. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

We have not created, sponsored, or endorsed any Zaxbys-specific franchisee organizations. For information about an advisory council, please contact Stephen Ganem, 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319, sganem@zaxbys.com. The following independent franchisee organization has asked to be included in this disclosure document:

Z Franchisee Association, Inc.
1701 Barrett Lakes Blvd. NW, Ste 180
Kennesaw, GA 30144
Telephone: 678-797-5160
Email: info@zassociation.com
Website: https://www.zassociation.com

ITEM 21
FINANCIAL STATEMENTS

Attached as ***Exhibit C-1*** are our audited financial statements for the years ending December 25, 2022, December 31, 2023 and December 29, 2024.

As noted in Item 1, ZFL will be providing required support and services to franchisees under a management agreement. Attached as ***Exhibit C-2*** are the audited financial statements of ZFL for the years ending December 25, 2022, December 31, 2023 and December 29, 2024. ZFL's financial statements are being provided for informational purposes only. ZFL is not a party to the Franchise Agreement or Development Agreement we sign with franchisees, nor does it guarantee our obligations under the Franchise Agreement or Development Agreement we sign with franchisees.

As noted in Item 1, ZOC and certain of its affiliates entered into the Securitization Transaction (and may enter into similar transactions in the future). Certain indirect subsidiaries of ZOC, including us, have guaranteed the indebtedness incurred in connection with the Securitization Transaction. See the footnotes to the financial statements attached as ***Exhibit C-1*** for more information about the Securitization Transaction.

ITEM 22
CONTRACTS

The following agreements and their attachments are the form of contracts proposed for use in conjunction with the grant of the franchise to develop and operate the Restaurant:

Exhibit A	Franchise Agreement
	Appendix A: Franchisee-Specific Terms
	Appendix A-1: Location and Protected Area Schedule
	Appendix C: Lease Rider
	Appendix D: Guaranty, Nondisclosure, and Noncompete Agreement
Exhibit B	Development Agreement
	Appendix C: Guaranty, Nondisclosure, and Noncompete Agreement
Exhibit H	State-Specific Addenda To Franchise Agreement
Exhibit I	State-Specific Addenda To Development Agreement
Exhibit J	General Release
Exhibit K	Development Incentive Program Addendum to Franchise Agreement
Exhibit L	VetFran Program Addendum to Franchise Agreement
Exhibit M	Key Operator Non-Disclosure and Noncompete Agreement

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document are detachable duplicate Receipts that serve as an acknowledgement of your receipt of a copy of this Disclosure Document.

EXHIBIT A
TO THE FDD

FRANCHISE AGREEMENT

ZAXBYS FRANCHISE AGREEMENT

Franchisee: _____
Restaurant #: _____
City/State: _____

TABLE OF CONTENTS

1. RIGHTS GRANTED 2
2. TERM AND RENEWAL 5
3. FEES 6
4. SITE SELECTION, DEVELOPMENT, AND OPENING 10
5. OPERATION OF THE RESTAURANT 14
6. INTELLECTUAL PROPERTY 20
7. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES 22
8. PROPRIETARY INFORMATION 22
9. ACCOUNTING, INSPECTIONS AND RECORDS 25
10. MARKETING 26
11. INSURANCE 30
12. TRANSFERS 31
13. DEFAULT AND TERMINATION 37
14. OBLIGATIONS UPON TERMINATION 41
15. NONCOMPETE COVENANTS 43
16. INDEMNIFICATION 45
17. TAXES 46
18. INDEPENDENT CONTRACTOR 47
19. APPROVALS AND WAIVERS 48
20. NOTICES 48
21. RELEASE OF PRIOR CLAIMS 49
22. ACKNOWLEDGEMENTS 49
23. ENTIRE AGREEMENT 50
24. DISPUTE RESOLUTION 50
25. MISCELLANEOUS 52

APPENDICES

Appendix A	Franchisee-Specific Terms
Appendix A-1	Location and Protected Area Schedule
Appendix B	Marks
Appendix C	Lease Rider
Appendix D	Guaranty, Non-Disclosure, and Noncompete Agreement
Appendix E	Key Operator Non-Disclosure and Noncompete Agreement
Appendix F	Authorization Agreement for Preauthorized Payments (ACH Debits)

ZAXBYS®

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into on the date specified on Appendix A (the "**Effective Date**"), by and between **ZAXBY'S SPE FRANCHISOR LLC**, a Delaware limited liability company, whose principal place of business is 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319 (hereinafter referred to as "**Franchisor**," "**we**" or "**us**") and the person or entity identified on Appendix A as the franchisee (hereinafter referred to as "**Franchisee**" or "**you**") with its principal place of business as set forth on Appendix A. We and you are collectively referred to as the "**Parties**".

RECITALS

A. We and our Affiliates have accumulated knowledge and experience in the restaurant industry on the basis of which we have developed and will continue to develop a distinctive business format and set of specifications and operating procedures (collectively, the "**System**") for the operation of free-standing quick casual dining restaurants featuring an upscale menu consisting primarily of chicken fingers, buffalo wings, salads, sandwiches, and promotional features and other complementary items under the service marks "ZAXBY'S®" and "ZAXBYS®". The distinguishing characteristics of the System include, but are not limited to, our Mission and Core Values (as defined in Section 7.3 (Mission and Core Values)); our restaurant designs, layouts, and identification schemes (collectively, the "**Trade Dress**"); our recipes, trade secrets, and other Proprietary Information (as defined in Section 8 (Proprietary Information)); our specifications for equipment, supplies, inventory, and accessories; our relationships with vendors; our website, software, apps, and computer programs; the accumulated experience reflected in our training program, operating procedures, customer service standards, marketing methods, and merchandising policies; our methods for achieving, measuring and maintaining customer satisfaction; and our mandatory and suggested policies, methods, procedures, standards, specifications, rules, and requirements for restaurant operations (the "**System Standards**") set forth by us in our confidential operations manual (the "**Manual**") and otherwise in writing. We may change, improve, add to, remove, and further develop the elements of the System from time to time.

B. We identify the restaurants operating under the System by means of the marks "Zaxby's®", "Zaxbys®" and "Zaxby's Real Chicken (& Design)®" and certain other trademarks, service marks, trade names, signs, insignia, emblems, slogans, logos, commercial symbols, associated designs, artwork, and logos set forth on Appendix B (collectively, the "**Marks**"). We may designate for your use other trademarks, service marks, trade names, signs, insignia, emblems, slogans, logos, commercial symbols, associated designs, artwork, and logos as Marks from time to time. These marks which will also be included in the term the "Marks".

C. If you are a corporation, limited liability company, partnership, or other entity (collectively, an "**Entity**"), all of your owners of a legal and/or beneficial interest ("**Equity Interest**") in the Entity (the "**Owners**") must be listed on Appendix A. If you are an Entity, the individual owner who you must appoint to have authority over all business decisions related to your business and to have the power to bind you in all dealings with us will be referred to as your "**Designated Principal**".

D. An "**Affiliate**" under this Agreement is any Entity Controlled by, Controlling or under common Control with another Entity. "**Control**" means the right or ability, directly or indirectly, to cause a person or Entity to act in accordance with another person's or Entity's instructions.

E. You desire to open and operate a Zaxbys® restaurant using the Marks and the System (a "**System Restaurant**"), and we are willing to grant to you a license to open and operate a System Restaurant on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which the Parties agree are incorporated herein as a material part of this Agreement, and the mutual covenants, undertakings and commitments of each party to the other set forth herein, the Parties hereby further agree as follows:

1. RIGHTS GRANTED

1.1 Grant. We grant to you, upon the terms and conditions contained in this Agreement, a non-exclusive and personal license, right, and authority to (a) construct and operate one System Restaurant at the Location (the "**Restaurant**") in strict conformity with the System and (b) use the (i) the Marks, (ii) the Trade Dress, (iii) the Copyrights (as defined in Section 6.2 (Copyrights)), or (iv) any trade secrets, methods, or procedures that are part of the System (collectively, the "**Intellectual Property**") only in connection with the operation of the Restaurant and the provision of services and products to your customers. The "**Location**" will be the site specified on Appendix A-1 (the "**Location and Protected Area Schedule**"), which, if not determined as of the Effective Date, will be mutually agreed upon by the Parties in accordance with Section 4.1 (Site Selection).

1.2 Acceptance of Franchise. You hereby accept such license and to perform all of your obligations as set forth in this Agreement and to operate the Restaurant for the entire Term (as defined in Section 2.2(a) (Renewal Term)), unless this Agreement is terminated as herein provided.

1.3 Restrictions on Rights. You have no right to (i) sublicense the Marks or the System to any other person or Entity, (ii) use the Marks or the System at any location other than the Location, except as otherwise provided in Section 5.5(c) (Delivery and Catering Services) or as otherwise approved in writing, or (iii) to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution besides the operation of the Restaurant at the Location.

1.4 Limited Territorial Protection.

(a) Definition of Protected Area. Once the Location has been determined, we will designate in the Location and Protected Area Schedule an area in which you will have certain limited protected rights (the "**Protected Area**"). We reserve the right to define the Protected Area in our discretion, but in no event shall the Protected Area be less than a one-quarter mile radius around the Restaurant.

(b) Definition of Non-Traditional Outlet. A "**Non-Traditional Outlet**" is a System Restaurant that is located at or operated from a non-traditional site, including (i) airports, bus and railroad terminals, and other public transportation facilities, (ii) sports arenas, stadiums, and facilities, (iii) gasoline service stations, highway rest stops, and travel plazas, (iv) amusement

parks or centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (v) supermarkets, convenience stores, department stores, outlet malls, and enclosed malls, (vi) food courts, (vii) hospitals and other health care facilities, (viii) universities, schools, and education facilities, (ix) convention centers, (x) military bases, (xi) national and state parks, (xii) concessionaire locations (including event-specific, non-permanent, temporary and/or movable stands, kiosks, trailers, tents or other similar installations), (xi) limited access office buildings, business complexes, and dormitories, (xii) ghost, dark, or cloud kitchens, and (xiii) food trucks.

(c) Limited Protected Rights. Provided you fully comply with your obligations under this Agreement, we agree during the Term not to operate, or authorize others to operate, a System Restaurant within the Protected Area, except for Non-Traditional Outlets. Except for the foregoing sentence, we and our Affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Restaurant. For example, without limitation, we and our Affiliates have the right to:

(i) establish, or license others to establish, (i) System Restaurants anywhere outside of the Protected Area, (ii) restaurants under marks other than the Marks inside or outside the Protected Area, and/or (iii) Non-Traditional Outlets inside or outside the Protected Area;

(ii) offer or sell, or license others to offer or sell, any products (including pre-packaged food products or ingredients) or services using the Marks or other marks through any alternative distribution channels, including through e-commerce, mail order, catalog, delivery, catering, or grocery, convenience, mass merchandise, drug, or other non-restaurant retail stores inside or outside the Protected Area;

(iii) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Protected Area; and

(iv) acquire, be acquired by, or merge with other companies with existing restaurants or food businesses anywhere (including inside or outside of the Protected Area) and, even if such businesses are located in the Protected Area and offer competing products or services, (i) convert the other businesses to the Zaxbys® name or (ii) permit the other businesses to continue to operate under another name.

(d) Acknowledgement. You acknowledge and agree that (i) you may compete directly with (x) other System Restaurants that are now, or that may in the future be, located near or adjacent to the Protected Area and (y) other Non-Traditional Outlets that are now or that may in the future be located near, adjacent, or within the Protected Area; and (ii) other System Restaurants may solicit or attract customers that are located within your Protected Area.

1.5 Owners and Entity Requirements. The following requirements shall apply if you are an Entity, in addition to those requirements set forth elsewhere in this Agreement or otherwise:

(a) Exclusive Business. You must at all times limit your activities exclusively to operating the Restaurant and any other System Restaurants that we have licensed to you. We make no representation or warranty that you will have any right to a license for additional System Restaurants.

(b) Governing Documents. The articles, bylaws and other governing documents, and any amendments thereto, together with the resolutions of the board of directors (or similar managing body) authorizing entry into this Agreement, shall be promptly furnished to us. During the Term, your governing documents must provide that no transfer of any ownership interest may be made, except in accordance with Sections 12.1 (Transfer of Interest) and 12.8 (Our Operation of the Restaurant) of this Agreement. Any securities that you issue must bear a conspicuous printed legend to that effect.

(c) Owners of Equity. You must maintain a current list of all of your Owners and shall furnish the list to us upon request, together with the addresses and telephone numbers of each such Owner. You represent that the individuals listed as Owners on Appendix A are the sole owners of an Equity Interest in you as of the Effective Date.

(d) Guaranty. As a condition to us entering into this Agreement, and from time to time during the Term as we may require, you must cause each Owner to jointly and severally guarantee your performance under this Agreement and bind themselves to the terms of this Agreement by executing and delivering our then-current form of guaranty, which shall be substantially in the form of the Guaranty, Noncompete, and Nondisclosure Agreement in Appendix D (the "**Guaranty**"); provided, however, that the requirements of this Section 1.5(d) shall not apply if you are a publicly-held corporation. Your Key Operator (as defined in Section 1.5(f) (Key Operator)) is not required to sign the Guaranty unless they have a legal interest in you; however, they must sign our then current form of Key Operator Noncompete and Nondisclosure Agreement, a current copy of which is attached as Appendix E. Further, a violation of any of the provisions of this Agreement, including the covenants contained in Section 15 (Noncompete Covenants), by any Owner will also constitute a violation by you of your obligations under this Agreement.

(e) Designated Principal. You must, during the Term, appoint an individual Owner as your Designated Principal. The Designated Principal must be a natural person designated by you, and approved by us, who owns at all times not less than 25% of all of the Equity Interest in you. The Designated Principal shall have the authority to bind you to obligations related to this Agreement. The Designated Principal must successfully complete the training programs we may require from time to time. Your Designated Principal may not serve as the Certified Manager for more than one Restaurant for more than one geographic area. The execution of this Agreement by us evidences our approval of the person designated by you as the Designated Principal on Appendix A. You must not designate a new Designated Principal without our approval.

(f) Key Operator. You must, during the Term, appoint an individual as your "**Key Operator**". The Key Operator shall, at all times, have full control over the day-to-day activities, including operations, of the Restaurant and those other System Restaurants operated by you in the same geographic area as the Restaurant, including control over the standards of operation and financial performance. The Key Operator shall devote full-time and best efforts to supervising the operation of the Restaurant and those other System Restaurants operated by you in the same geographic area as the Restaurant and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility. The Key Operator must be a natural person designated by you, and approved by us. The Key Operator must successfully complete the training programs we may require from time to time. Your Designated Principal may serve as your Key Operator if they meet these requirements and obtain our approval. The execution of this Agreement by us evidences our approval of the person designated by you as the Key Operator on Appendix A. You must not designate a new Key

Operator without our approval. If the Key Operator no longer qualifies as such, you shall designate another qualified person to act as Key Operator within 90 days after the date the prior Key Operator ceases to be qualified. Your designee to become the Key Operator must successfully complete the training programs we may require from time to time.

2. TERM AND RENEWAL

2.1 Initial Term. Except as otherwise provided herein, the initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue for 10 years following the date the Restaurant first opens for business (the "**Opening Date**"). You must confirm and acknowledge in writing the actual Opening Date.

2.2 Renewal Term.

(a) Renewal Conditions. You shall have the right to enter into a renewal term and to continue to operate the Restaurant for one additional, successive 10-year term (the "**Renewal Term**" and, collectively with the Initial Term, the "**Term**") provided that all of the following conditions have been fulfilled:

(i) you have given us written notice of your election to enter into a Renewal Term not less than six months, but not more than 12 months, prior to expiration of the then-current term of this Agreement;

(ii) you, your Owners, and your Affiliates have fully complied with this Agreement and all other agreements between you, your Owners, or your Affiliates, on the one hand, and us, our Affiliates, Co-ops, and/or our approved vendors, on the other hand, related to the Restaurant or any other System Restaurant (collectively, the "**Related Agreements**"), including having (a) timely paid all amounts due under such agreements, (b) not received more than one default notice under such agreements, and (c) not received more than three failed inspection reports relating to our minimum quality, service, cleanliness, and/or health and safety standards;

(iii) you are in Good Standing at the time you provide written notice of your election to enter into a renewal Term and at the expiration of the then-current term of this Agreement. You will be deemed to be in "**Good Standing**" if you, your Owners, and your Affiliates:

(A) are in full compliance with all Related Agreements, including (x) operating all System Restaurants in compliance with all System Standards (including all minimum quality, service, cleanliness, and/or health and safety standards) and (y) being current (i.e., not delinquent) with respect to all fees or payments due;

(B) have no pending or threatened litigation or disputes with us, our Affiliates, Co-ops, or our approved vendors;

(iv) you agree to complete, to our satisfaction and within the time period set by us, all modifications, refurbishments, upgrades, reimaging, remodeling (which may include a scrape and rebuild), and renovations necessary to comply with our then-current standards and specifications, including those with respect to (a) the nature and quality of the products and services offered at the Restaurant; (b) your promotional and marketing programs, plans and materials; (c) any new methods, programs, modifications, standards, specifications, procedures,

techniques or operational systems specified by us; (d) your financial and inventory control systems, including hardware and software infrastructure; (e) the technology systems and equipment in the Restaurant; and (f) the trade dress, appearance (including parking lot and landscaping), and furnishings of the Restaurant;

(v) if required by us, one or more of your representatives has attended renewal training (you are solely responsible for any expenses related to their attendance);

(vi) you and each Owner have executed a general release, in a form prescribed by us, of any and all claims against us and our Affiliates;

(vii) you have presented evidence satisfactory to us that you have the right to remain in possession of the Location for the duration of the Renewal Term; and

(viii) you have furnished to us, upon request, updated information pertaining to you and each Owner as we may require.

(b) Renewal Agreement. If you exercise your right to renew this Agreement and meets all conditions set forth above, you and each Owner, as applicable, must execute upon renewal the then-current form of franchise agreement then being offered to new franchisees under the System and such other ancillary agreements as we may require. The new franchise agreement shall supersede in all respects this Agreement and may include terms that differ substantially from the terms of this Agreement, including the requirement of a higher percentage royalty fee and/or advertising, marketing and promotional fees and contributions, and the implementation of other fees. In lieu of the then-current initial franchise fee for such renewal period, however, you must pay us the Renewal Fee (as defined in Section 3.1(d) (Renewal Fee)). Each Owner shall, individually, guarantee the performance of all your obligations by executing and delivering the then-current form of guaranty prescribed by us.

(c) Expiration. If any of the conditions for renewal have not been met prior to the expiration of the then-current term of this Agreement, then your right to renew will terminate and this Agreement will terminate upon the expiration of the Initial Term.

3. FEES

3.1 Payments to Us.

(a) Initial Franchise Fee. You must pay us an initial franchise fee as set forth on Appendix A (the "**Initial Franchise Fee**") upon execution of this Agreement. The Initial Franchise Fee is deemed fully earned upon receipt by us, and, except as provided in this subsection, is nonrefundable. Notwithstanding the foregoing, if you are unable (after what we deem, in our reasonable discretion, to be a commercially reasonable effort) to locate a site for the Restaurant that is acceptable to us and the System Restaurant is not being developed pursuant to a multi-restaurant development agreement ("**Development Agreement**"), we will refund to you 50% of the Initial Franchise Fee paid to us, provided that you and each Owner enter into a mutual termination of this Agreement and release us and our Affiliates from all claims under Applicable Laws (as defined in Section 7.1 (Compliance with Applicable Laws)).

(b) Royalty Fees.

(i) Amount of Royalty Fee. **You** must pay to us a continuing nonrefundable weekly royalty fee equal to 6% of Gross Sales (the "**Royalty Fee**").

(ii) Gross Sales. "**Gross Sales**" means the aggregate of all monies and receipts (whether paid by cash, check, credit or debit card, gift card, or gift certificate and regardless of collection) derived from (i) all products prepared and services performed at or through the Restaurant; (ii) sales and orders made, solicited, or received at or through the Restaurant; (iii) all of the business whatsoever conducted or transacted at or through the Restaurant; (iv) all other revenue derived from the exploitation of the System and/or the Marks; and (v) all insurance proceeds and/or condemnation awards for loss of sales, profits, or business, less any sales taxes collected by you and transmitted to appropriate taxing authorities.

(c) Marketing Fees. The following marketing contributions are referred to as the "**Marketing Fees**":

(i) Initial Marketing Contribution. You must remit to us no later than five days prior to the date of opening of the Restaurant a sum (as determined by us, in our discretion) of up to $10,000 (the "**Initial Marketing Contribution**"), which shall be expended by us on behalf of you pursuant to your initial marketing plan as described in Section 10.5 (Initial Marketing Plan Expenditures).

(ii) National Marketing Contribution. You must pay to us or our designated Affiliate a continuing non-refundable weekly contribution of up to 3.5% (as determined by us, in our sole discretion) of Gross Sales (the "**National Marketing Contribution**"). We reserve the right at any time, and from time to time, in our sole discretion, to increase or decrease the required National Marketing Contribution provided that it does not exceed 3.5% of Gross Sales.

(iii) Co-op Marketing Contribution. If we establish a local marketing cooperative (a "**Co-op**") for the designated market area or broadcast area established by Nielsen Media Research, Inc. or another firm that we designate (the "**DMA**") in which the Restaurant is located, you must remit to the Co-op a continuing non-refundable weekly contribution of up to 3% of Gross Sales (the "**Co-op Marketing Contribution**"). We reserve the right at any time, and from time to time, in our sole discretion, to increase or decrease the required Co-op Marketing Contribution so long as it does not exceed 3% of Gross Sales. Notwithstanding the foregoing, the members of a Co-op may vote to increase the Co-op Marketing Contribution above 3% of Gross Sales.

(iv) Multi-DMA Advertising Contribution. If we do not establish a Co-op for the DMA in which the Restaurant is located, you must remit to us or our designated Affiliate a continuing non-refundable weekly contribution of up to 3% of Gross Sales (the "**Multi-DMA Advertising Contribution**") until a Co-op is formed in the DMA. The Multi-DMA Advertising Contribution is in addition to the National Marketing Contribution. We reserve the right at any time, and from time to time, in our sole discretion, to increase or decrease the required Multi-DMA Advertising Contribution so long as it does not exceed 3% of Gross Sales.

(v) Weekly Marketing Contributions. During the Term, you shall have a weekly marketing contribution obligation in an amount up to 4% of Gross Sales, which shall be comprised of the National Marketing Contribution and either the Co-op Marketing

Contribution or the Multi-DMA Advertising Contribution, as applicable. Following written notice to you, we may modify and reallocate your weekly marketing contribution obligation among the National Marketing Contribution and the Co-op Marketing Contribution or the Multi-DMA Advertising Contribution. Notwithstanding the foregoing, if the members of your Co-op vote to increase the Co-op Marketing Contribution above the 3% cap, then your weekly marketing contribution may exceed 4% of Gross Sales.

(d) Renewal Fee. Upon your execution of a new franchise agreement for a renewal term pursuant to Section 2.2 (Renewal Term), you must pay us a renewal fee equal to 50% of the then-current initial franchise fee (the "**Renewal Fee**").

(e) Transfer Fee. If you or your Owners complete a Transfer (as defined in Section 12.2(a)(i) (Definition of Transfer), you must pay us a transfer fee as specified in Section 12.2(b) (Conditions for Consent) or Section 12.2(c) (Non-Control Transfers) (the "**Transfer Fee**"), unless otherwise specified in Section 12 (Transfers).

(f) Technology Services Fee. You must pay to us, or a third party that we designate, a technology fee for various technology services that we will provide or arrange for third parties to provide, which services are subject to change over time (a "**Technology Services Fee**"). The Technology Services Fee is specified through December 27, 2026 in the Manual and may not be unilaterally changed by us through such date. Starting on December 28, 2026 and thereafter, we will have the right to change the amount and method of calculating the Technology Services Fee (which may be a fixed fee, a percentage of Gross Sales, a fee per sales transaction, or a fee based on usage) by providing you with written notice of such change at least 30 days prior to the implementation of such change. We may add, delete, or otherwise modify the products and services that are included in the Technology Services Fee from time to time.

(g) Administrative Fees.

(i) Document Fee. When you request that we (i) amend this Agreement or any ancillary or other agreement to which we are a party or (ii) prepare or review for our consent or agreement any documents in connection with various transactions for which a specific fee is not imposed elsewhere in this Agreement, you must pay to us upon demand an administrative fee equal to the costs and expenses incurred by us in connection with same (including costs of personnel and attorneys' fees and expenses).

(ii) Inspection Fee. If we, in our sole discretion, determine that we or our representatives must reinspect your Restaurant after (i) you have failed a food safety assessment (ii) an initial inspection confirms that you have failed to complete the Restaurant modifications required to be made by you within the applicable period upon renewal of this Agreement, (iii) you have you failed a Restaurant evaluation report or similar report (other than a food safety assessment) , or (iv) two pre-opening on-site inspections of the Restaurant have been conducted, you must pay to us upon demand an inspection fee equal to the actual costs and expenses incurred by us in connection with same (including costs of personnel, meals, lodging, travel and related expenses), but in any event, not less than $500 per inspection.

(h) Impact Study Fee. If you desire to develop your Restaurant within five miles of another Zaxbys restaurant (**"Existing Restaurant")**, Zaxbys will notify the operator of the Existing Restaurant, which may be a franchisee or one of our affiliates. If the Existing Restaurant operator requests Zaxbys to order an impact study from a third-party provider and pays a $3,500 fee, then you must also pay a $3,500 impact study fee ("**Impact Study Fee**").

Once the Impact Study Fee is received by us, we will order an impact study from the third party. If the impact study predicts that the Gross Sales of the Existing Restaurant will be impacted by less than 8%, then we will refund your Impact Study Fee. If the impact study predicts that the Gross Sales of the Existing Restaurant will be impacted by 8% to 12%, then we will refund 50% of your Impact Study Fee. If the impact study predicts that the Gross Sales of the Existing Restaurant will be impacted by more than 12%, then we will not refund your Impact Study Fee.

3.2 Payment Methods and Late Payments.

(a) Due Dates. Your Royalty Fees, Marketing Fees, and Technology Services Fees (the "**Weekly Fees**") are due to us and must be reported to us at the times and in the manner that we specify from time to time in the Manual or otherwise. Currently, you must pay your Royalty Fees and Marketing Fees weekly on each Monday for the preceding week's Gross Sales. All other fees and payments due to us must be paid to us within ten days of your receipt of an invoice from us.

(b) Payment Methods. You must make all payments (including Weekly Fees and other fees) due to us, our Affiliates, and Co-ops (each a "**Debiting Party**") by the method or methods that we or such Debiting Party specify from time to time in the Manuals or otherwise in writing, which may include payment via wire transfer or electronic debit to your bank account. You must furnish each Debiting Party and your bank with all authorizations necessary to effect payment by the specified methods. We currently require you to make payment by electronic debit from your specified checking or savings account, and you must complete and sign an Authorization Agreement for Preauthorized Payments (ACH Debits) for this purpose, the current form of which is attached as Appendix F (the "**Authorization**"). You must deliver a copy of the Authorization to us within five business days of our request. You must maintain sufficient funds in such account to permit a Debiting Party to withdraw the fees due from time to time. You may not, under any circumstances, set off, deduct or otherwise withhold any fees, interest charges, or any other monies payable to a Debiting Party under this Agreement on grounds of a Debiting Party's alleged non-performance of any obligations or for any other reason.

(c) Automatic Debit of Fees. If you fail to timely report Gross Sales for any week as provided in this Agreement (and if we are unable to determine your Gross Sales for any such week via your Technology System), a Debiting Party may debit your bank account for 120% of the last Weekly Fee which such Debiting Party debited (together with any applicable interest charge or late fee with respect to such Weekly Fee payment). If the amount which a Debiting Party debits from the bank account is less than the amount you actually owe the Debiting Party (once the true and correct Gross Sales for such week have been determined), a Debiting Party may debit the bank account for the balance on the date specified by us. If the amount which a Debiting Party debits from your bank account is greater than the amount you actually owe, such Debiting Party will credit the excess (without interest) against the amount the Debiting Party would otherwise debit from the bank account for the immediately following week.

(d) Interest and Late Fee. If any sums required to be paid by you to us under any provision of this Agreement are not received in full by us when due, all overdue amounts will bear interest, until paid, at the rate of 18% per annum, or the highest rate permitted by Applicable Laws, whichever is less (the "**Default Rate**"). Interest charges are nonrefundable. Interest shall be calculated on a daily basis and shall be in addition to any other remedies we may have. In addition, to compensate us for our additional administrative expenses, (i) for each late Royalty Fee, you must pay us a flat late fee of $100 per week and (ii) for each other late Weekly Fee required to be paid to a Debiting Party, you must pay us a flat late fee of $25 per week. The

foregoing shall be in addition to any other rights or remedies any Debiting Party may have at law or in equity.

4. SITE SELECTION, DEVELOPMENT, AND OPENING

4.1 Site Selection.

(a) Real Estate Committee Approval Deadline. If we have not confirmed a site for the Restaurant before you sign this Agreement, you must locate a site for the Restaurant and obtain our confirmation of the site (as evidenced by our execution of the Location and Protected Area Schedule) on or before the date specified in Appendix A (the "**Real Estate Committee Approval Deadline**").

(b) Selection of Site. In order to obtain our confirmation of a site, you must complete the following process:

(i) you must provide us with a completed Site Acquisition Package ("**SAP**"), that includes your rationale and support for the proposed location, supporting third-party data (including demographics, competitive assessment, and sales), aerial imagery detailing the surrounding area, shopping center plan (if applicable), traffic counts for major thoroughfares, signage, a preliminary site layout drawing indicating the placement of the building, parking areas, signage, and access rights to adjoining streets and adjoining properties, cost estimates, and deal type/financing information. The requirements for the SAP may change from time to time;

(ii) you must provide us with a copy of an executed letter of intent, contingent contract, option, or other commitment for acquisition of the site;

(iii) you must provide us or our representatives with an opportunity to visit the site, which we may choose to visit in our sole discretion;

(iv) you must provide us with any other information that we may reasonably require;

(v) you must follow our then-current Impact Policy, as published in the Manual, if your proposed site is within 5 miles of an Existing Restaurant; and

(vi) you must obtain our written confirmation that the site is acceptable to us, which we may withhold or condition in our sole discretion. Currently, each site will be reviewed by a real estate committee comprised of certain of our executives and employees (the "**REC**"). We will confirm the site if the REC concludes that it meets our System Standards and any site selection criteria that we may establish from time to time. You acknowledge that we may refuse to accept a proposed site for any reason.

(c) Confirmation of Location and Protected Area. If we accept the proposed site and you obtain it, we will insert a description of the specific location on the Location and Protected Area Schedule and designate the Protected Area. The address listed on the Location and Protected Area Schedule, if completed and signed by us, will be the "**Location**" referred to in this Agreement. You must return to us upon our request a signed copy of the Location and Protected Area Schedule acknowledging the Protected Area that we have designated and the Location.

(d) Acknowledgements. YOU ACKNOWLEDGE AND AGREE THAT OUR ACCEPTANCE OR PROPOSAL OF A PROPOSED SITE IS NOT A WARRANTY OR REPRESENTATION OF ANY KIND AS TO THE POTENTIAL SUCCESS OR PROFITABILITY OF YOUR RESTAURANT. WHILE WE MAY PROVIDE ASSISTANCE AND GUIDANCE, IT IS SOLELY YOUR RESPONSIBILITY TO SELECT A SUITABLE SITE FOR THE RESTAURANT.

4.2 Site Acquisition. You must obtain a possessory interest in the site for the Restaurant on or before the Construction Commencement Deadline, as defined below. Before you or an Affiliate make a binding commitment to purchase, lease, or sublease a site, we must confirm the location in writing and approve in writing the form of a proposed purchase agreement or a proposed lease or sublease agreement for the site (the "**Site Agreement**"), which must contain any provisions that we may reasonably require. If you lease the site, you must provide us with a fully executed copy of our then-current form of lease rider, the current form of which is attached as Appendix C (the "**Lease Rider**"). Our review of the Site Agreement is (i) for our own benefit only, (ii) is not intended to supplement or replace a review by your attorney, and (iii) does not constitute an assurance, representation or warranty as to any matter, including (a) the business or economic terms of the transaction, (b) the potential profitability of a System Restaurant at that Location, or (c) matters of title with respect to the Location. We may require you to engage an attorney to review your Site Agreement and to supply us with reasonable documentation in connection with such review, including an abstract and confirmation that the terms in the agreement reflect the terms in any letter of intent between you and the third-party seller or lessor. If we confirm your Site Agreement is acceptable, you must deliver to us the completely executed Site Agreement and, if applicable, Lease Rider within 10 days after execution of the Site Agreement. You may not amend or renew any Site Agreement without our written consent and must comply with the terms and conditions of your Site Agreement. We are not obligated to execute any Site Agreement or provide any guarantee with respect to any Site Agreement.

4.3 Site Design and Construction.

(a) Architects, Contractors, and Engineers. Before beginning construction of the Restaurant, unless we specify otherwise in writing, you must engage at your expense (i) an approved architect and an approved civil engineer to develop, or at minimum, to review and approve, the plans for construction of the Restaurant, and (ii) an approved general contractor for the purposes of supervising the construction of the Restaurant and ensuring the completion of all construction. You must submit to us a statement identifying the proposed architect, civil engineer, and general contractor and describing the qualifications and financial responsibility of each.

(b) Plans.

(i) Development of Plans. If applicable, we will provide a set of prototype plans or guidelines for the construction of a typical System Restaurant. The plans and guidelines will be for informational purposes only and are not to be relied upon by you in the construction of the Restaurant.

(ii) Review and Acceptance of Plans. You must submit to us (i) the architectural drawings and specifications for the construction of the Restaurant showing all leasehold improvements, interior designs, and elevations developed by you (collectively, "**Plans**"), (ii) detailed construction bid information from your general contractors detailing broken-out costs for the project, and (iii) any other information about the project that we reasonably request. You must obtain our written acceptance of the Plans, which we may withhold or condition

in our or the REC's sole discretion, prior to submitting the Plans for permitting and beginning construction of the Restaurant. We may require you to make modifications to the Plans before we accept them. Our review of your Plans is limited to ensuring your compliance with our design requirements and System Standards and will not assess the structural integrity of the design or compliance with Applicable Laws. You must resubmit and obtain our written re-acceptance of the Plans if any state or local authority requires a revision to the Plans previously accepted by us. After we have accepted the final Plans, you may not modify the Plans without our prior written consent.

(c) Permits, Licenses, and Certifications. You must obtain all business licenses, permits, and certifications required for lawful construction and ongoing operation of the Restaurant (including zoning, access, variances, health and safety, signage, and fire requirements) and, upon request of us, shall certify in writing to us that all such licenses, permits, and certifications have been obtained.

(d) Construction Standards. You may not begin construction until we have accepted your Plans in writing, you have obtained the required insurance coverage, and you have obtained all required construction permits. On or before the date specified in Appendix A (the "**Construction Commencement Deadline**"), you must begin construction of the Restaurant. You must completely construct and equip, at your expense, the Restaurant in accordance with our standards and specifications and the Plans, and your contracts with your construction professionals must contain a provision requiring the professionals to construct the Restaurant in accordance with the construction standards and specifications required under the System, the Plans, such other reasonable requirements as may be imposed by us in the ordinary course of business, and all Applicable Laws (collectively, the "**Construction Standards**").

(e) Reports. During the period of construction, you must provide to us such periodic progress reports as we may, in our reasonable discretion require, signed by you and your project manager, warranting that construction is proceeding on schedule and in accordance with the Construction Standards. After completion of construction, you must promptly obtain a certificate of occupancy and provide a copy of the certificate to us.

(f) Inspections. We and our agents shall have the right to inspect the construction at all reasonable times; provided, however, we assume no duty to (i) locate deviations from the Construction Standards or any legal requirements (including the Americans With Disabilities Act) or (ii) detect any defect which was or might have been disclosed by any such inspection or to call them to your attention. Our reviews, inspections, or approvals are solely for the purpose of determining the progress of construction of the Restaurant, monitoring compliance with the System, and authorizing the opening of the Restaurant. If we identify any deviations or defects and/or advise you of same, it shall be your sole responsibility to address and remedy such deviations or defects.

4.4 Opening of the Restaurant.

(a) Opening Deadline. On or before the date specified in Appendix A, you must open and begin operating the Restaurant (the "**Opening Deadline**"). We and you agree that time is of the essence in the construction and opening of the Restaurant.

(b) Approval Required. You must provide us with at least 30 days' advance written notice of the planned opening date for the Restaurant. You must not open the Restaurant without our express written authorization, which we will not provide until we have confirmed that

you have (i) obtained the certificate of occupancy, (ii) strictly complied with the Plans and Construction Standards, (iii) obtained and installed all required inventory, fixtures, furnishings, and equipment, and (iv) strictly complied with all other pre-opening obligations set forth in this Agreement and the Manuals, including all training requirements. We are not liable for delays or losses caused by our failure to approve the opening of the Restaurant or any delays related to our completion of a follow-up pre-opening inspection of the Restaurant.

(c) Acknowledgements. Our authorization to open the Restaurant is a permission only and not a representation, warranty or assurance: (i) that the Restaurant has been constructed in a workman like manner and in compliance with the Construction Standards; (ii) that all or any part of the Restaurant as constructed is safe, suitable, fit or proper for its intended use or purpose; or (iii) that any person or Entity involved in the construction of the Restaurant is qualified, suitable, or capable of performing the construction. This applies even though we may have commented on any of the foregoing matters in connection with any reviews, inspections or approvals. **We have no liability to you, your Affiliates or any third party with respect to the construction of the Restaurant.**

4.5 Relocation. The loss by you of the right to possession of the premises of the Restaurant which results from the actual or threatened governmental exercise of the power of eminent domain or the termination of your lease agreement through no fault of or breach on the part of you under such lease agreement shall constitute a "**Relocation Event**". You shall have 60 days after the date of a Relocation Event within which to comply with the site selection process in Section 4.1 (Site Selection) and obtain our written confirmation of such proposed substitute location. In addition to our standard requirements, we will not confirm a site if we believe it will materially and adversely impact another System Restaurant. Once a substitute site is confirmed and obtained in accordance with this Section 4, we and you will execute a revised Location and Protected Area Schedule, which will confirm the new site as the new Location (the "**Substitute Location**"). You must acquire the site and construct and design the relocated Restaurant, at your expense, in accordance with the terms of this Section 4. You must reopen the relocated Restaurant in accordance with Section 4.5 (Opening of the Restaurant) within 12 months of the Relocation Event.

(a) Payment of Substitute Fees. If you elect to relocate the Restaurant after a Relocation Event, you must (i) remit to us a continuing non-refundable weekly substitute royalty fee (the "**Substitute Royalty Fee**") and (ii) make payment to us or our Affiliates of a weekly substitute Marketing Fees (the "**Substitute Marketing Fees**" and collectively, with the Substitute Royalty Fee, the "**Substitute Fees**") beginning the week immediately following the Relocation Event until the date on which the relocated Restaurant reopens for business (at which time payment by you to us of Weekly Fees shall once again be based on actual Gross Sales as provided under this Agreement).

(b) Calculation of Substitute Fees. The Substitute Fees shall be an amount calculated on a weekly basis by reference to the greater of (i) the average annual amount of the Royalty Fees and Marketing Fees for the two years immediately preceding the date of the Relocation Event or (ii) the Royalty Fees and Marketing Fees paid to us and our Affiliates for the 12-month period immediately preceding the date of the Relocation Event; provided, however, if the Restaurant has not been open for at least 12 months as of the date of the Relocation Event, the Substitute Fees shall be an amount calculated on a weekly basis by reference to the average monthly amount of the Royalty Fees and Marketing Fees you paid to us and our Affiliates for the months in which the Restaurant has been open multiplied by 12.

4.6 Damaged or Destroyed Restaurant. If a Restaurant is destroyed or damaged by any cause beyond your control such that it may no longer continue to be open for the operation of business, you must immediately give us notice of such destruction or damage ("**Destruction Event**"). You must diligently work to repair and restore the Restaurant to our approved plans and specifications as soon as possible at the same location or at a substitute site accepted by us.

5. OPERATION OF THE RESTAURANT

5.1 Compliance with System and the Manual.

(a) Importance of Compliance. You understand and acknowledge that every detail of the appearance and operation of the Restaurant in compliance with the System is critical to us, you, and other franchisees under the System in order to (i) develop and maintain high and uniform operating standards and brand awareness; (ii) increase the demand for the products and services sold by franchisees under the System; and (iii) protect the Marks the System, the Proprietary Information, and our reputation and goodwill. You must operate the Restaurant in strict conformity with such System Standards as we may from time to time prescribe in the Manual and otherwise in writing to ensure that the highest degree of product quality and service is uniformly maintained.

(b) Compliance with the Manual. The Manual is the primary source of information regarding the System and the construction and operation of System Restaurants and includes any supplemental bulletins, notices, revisions, modifications or amendments that we specify from time to time, all of which shall be deemed a part of the Manual. You must comply with and abide by each required System Standard contained in the Manual.

(c) Access to the Manual. We will furnish you with electronic access to our Manual, on loan for as long as this Agreement or a successor franchise agreement remains in effect. We reserve the right to establish terms of use for access to the Manual and any other restricted portion of our website.

(d) Changes to the System and Manual. We reserve and shall have the sole right to make changes to the Manual, the System, and the Marks at any time and without prior notice to you. You understand and agree that we may make such changes as we deem necessary, in our sole discretion, to benefit us, the System, and our current and future franchisee and licensees. For example, we may from time to time change the components of the System, including altering the programs, services, methods, standards, specifications, forms, policies and procedures of the System; adding to, deleting from or modifying those programs, products and services which the Restaurant is authorized to offer; and changing, improving or modifying the Marks. Subject to the other provisions of this Agreement, you expressly agree to promptly abide by any such modifications, changes, additions, deletions and alterations, at your sole cost and expense, upon receipt of written notice of such change or modification in order to conform with our revised standards and specifications within 30 days after we transmit the updates, unless otherwise specified.

(e) Use of the Manual. You agree to keep your copy of the Manual up-to-date and to promptly review any updates to the Manual. You acknowledge that we own the copyright in the Manual and that your copy of the Manual remains our property and will be returned to us immediately upon expiration or termination of this Agreement. You will treat the Manual, and the information contained therein, as confidential and will maintain the confidentiality of such information. You will not, without our prior written consent, copy, duplicate, record, use, or

otherwise reproduce in any way the Manual, in whole or in part, or otherwise make their contents available to any unauthorized person, except as provided in Section 8 (Proprietary Information).

5.2 Training Program.

(a) Initial Training. Prior to the opening of the Restaurant, your Designated Principal or Key Operator and three of your managers (or four of your managers, if the Designated Principal or Key Operator will not serve as a manager of the Restaurant) shall attend and, in our sole discretion, successfully complete our initial training program for managers ("**Initial Training**") at no cost to you. Initial Training currently consists of approximately three to eight weeks at an approved classroom or restaurant training facility, which will be offered to you at times selected by us. You may send more than four individuals to Initial Training if you obtain our prior written approval and pay us a fee of $2,500 per additional person ("**Additional Attendee Training Fee**"). You must pay an Additional Attendee Training Fee for any trainees who are taking the initial training program after failing to successfully complete the program. We shall determine the content and manner of conducting Initial Training in our sole discretion, and we reserve the right to make changes to Initial Training at any time and without prior notice to you, including by changing the length of the training, the location of the training, or by conducting all or any portion of the training online.

(b) Replacement Managers. Each replacement manager and Designated Principal and Key Operator, must also complete to our reasonable satisfaction the portions of Initial Training applicable to their positions or, alternatively, pass a certified training test within 90 days prior to the date they begin in their new position with you. You will be required to pay us the then-current Additional Attendee Training Fee for each such person attending the then-current Initial Training or applicable portion thereof.

(c) Additional Pre-Opening Training. You (and your managers) may request additional training at the end of Initial Training, which will be provided by us at our then-current per diem charges. We and you will jointly determine the duration of such additional training. If you (and your managers) satisfactorily complete Initial Training and do not expressly inform us at the end of the program that you (or your managers) do not feel sufficiently trained in the operation of a System Restaurant, then you (and your managers) will be deemed to have been trained sufficiently to operate a System Restaurant.

(d) Ongoing Training. We may, in our sole discretion, periodically coordinate or conduct additional training programs for franchisees under the System as we deem necessary. You must cause your Designated Principal, Key Operator, and managers to attend and complete, to our reasonable satisfaction, such special programs or periodic additional training as we may require in writing from time to time, upon at least 60 days' prior notice to you. We may provide such programs anywhere via any means, including at an off-site location or via teleconference, videoconference, recorded media, or webinar. We shall provide and pay for instruction and training materials in connection with ongoing training and meetings.

(e) Continuing Guidance. We will provide you with information on new developments, techniques, and improvements related to the System and to System Restaurant operations, when and if make such improvements.

(f) Annual Meetings. We may, in our sole discretion, periodically coordinate meetings of all or a portion of the franchisees under the System. You must cause your Designated Principal and Key Operator to attend annually up to two meetings of franchisees under the System

called by us of which we will provide you with at least 60 days' prior notice. We may charge you a reasonable registration fee for any such meetings or conference, which may be held in-person at a location requiring travel or online.

(g) Travel and Living Expenses. You are responsible for any travel and living expenses (including meals, transportation, and accommodations), wages, and other expenses incurred by your trainees. You are responsible for reimbursing us for any travel and living expenses incurred by our employees or agents related to providing any additional training, remedial training, or consulting services at your Restaurant.

5.3 Products, Supplies, Operating Assets, and Services.

(a) Purchases. We have the right to require that the fixtures, furnishings, signs, and equipment (the "**Operating Assets**") and products, supplies, and services that you purchase for resale or purchase or lease for use in your Restaurant: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; (iv) be purchased or leased only from a single source that we designate (which may include us or our Affiliates or a buying cooperative organized by us or our Affiliates); and/or (v) be purchased as part of a purchasing program, arrangement, or contract that we negotiate or specify. To the extent that we establish specifications, require approval of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manual.

(b) Products and Services You May Offer. You may offer in the Restaurant to customers only the products and services that we have approved in writing. In addition, you must offer the specific products and services that we require in the Manual or otherwise in writing. We may change these specifications periodically, and we may designate specific products or services as optional or mandatory. You must offer all products or services that we designate as mandatory. You may sell products and services only in the varieties, forms, and combinations that we have approved in accordance with our System Standards. You must maintain a sufficient supply of required products to meet the inventory standards we prescribe in the Manual (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

(c) Revenue from Purchases. You acknowledge and agree that we and/or our Affiliates may derive revenue based on your purchases and leases, including from charging you for products and services we or our Affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our Affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our Affiliates deem appropriate. If you derive any revenue based on payments or promotional allowances received from suppliers and/or distributors, you must report to us the details of the arrangement and such revenue shall be included as part of your Gross Sales.

(d) Approval Process. If you would like to offer products or services or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the proposed

supplier or service provider to visit our headquarters, currently in Athens, Georgia, to evaluate the proposed supplier or service provider in person. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 30 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your Restaurant may differ from those that we permit or require to be offered in other System Restaurants.

(e) Revocation of Approval. We reserve the right to reinspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing or leasing the formerly-approved item or service or any items or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct. If we revoke approval of a previously-approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

(f) Pricing. We reserve the right, to the fullest extent allowed by Applicable Laws, to establish maximum, minimum or other pricing requirements with respect to the prices which you may charge for products and services. Otherwise, you are solely responsible for determining the prices that you will charge customers. You must provide us with your current pricing upon our request.

5.4 Management and Personnel.

(a) Best Efforts. During the Term, and except as otherwise approved in writing by us, you must devote your best efforts to the efficient and effective management, promotion, and operation of the Restaurant. You must at all times use your best efforts to promote and increase the sales and consumer recognition of the products and services offered at the Restaurant pursuant to the System and the Manual, to effect the widest and best possible distribution of our products and services from the Restaurant. You must devote your best efforts to controlling the Restaurant, your manager, assistant managers and other employees.

(b) Certified Managers. You must maintain for the Restaurant at least four managers comprised of one general manager and a combination of three assistant managers or shift managers who: (i) have attended and successfully completed the applicable training program for such position; (ii) devote their full time and energy during business hours to the supervision and management of the Restaurant; and (iii) serve in such role for only the single Restaurant (a "**Certified Manager**"), unless otherwise exempted by permission of us; provided, that, if the Restaurant is in Good Standing and has been open for business for more than one (1) year, you must only maintain three Certified Managers for the Restaurant comprised of one general

manager and a combination of two assistant managers or shift managers. The Restaurant shall at all times be under the direct, on premises supervision of at least one Certified Manager.

(c) Employment Decisions and Policies. You are solely responsible for all labor and employment-related matters and decisions related to your Restaurant, including hiring, firing, promoting, demoting, and compensating (including through wages, bonuses, or benefits) your employees. You must employ a competent, conscientious staff that is sufficient to operate the Restaurant in accordance with System Standards and to comply with all Applicable Laws with respect to such employees. You must ensure that your employees are qualified to perform their duties in accordance with our System Standards. We do not require you to implement any employment-related policies or procedures or security-related policies or procedures that we (at our option) may make available to you in the Manual or otherwise for your optional use. You shall determine to what extent, if any, these policies and procedures may be applicable to your operations at the Restaurant.

5.5 Restaurant Operations.

(a) Use of the Restaurant. You must: (i) use the Restaurant solely for the operation of the System Restaurant in strict accordance with this Agreement and the System; (ii) keep the Restaurant open and in normal operation for such minimum hours and days as we may from time to time reasonably prescribe; and (iii) refrain at all times from using or permitting the use of the premises of the Restaurant for any purpose or activity other than as contemplated by this Agreement without obtaining the consent of us, which may be withheld in our sole discretion.

(b) Customer Service. You must answer any and all consumer-related complaints within 48 hours after receipt thereof or such shorter period of time as may be requested in said complaint. You must forward to us a copy of any such complaints and any related responses within three days after your delivery of such response. In order to maintain the high standards of quality control throughout the System, we reserve the right to use test customers from time to time, without prior notification to you, in order to determine whether the Restaurant is maintaining high standards of quality, integrity, safety, appearance and customer service.

(c) Delivery and Catering Services. You may provide food delivery and catering services inside or outside the Protected Area, but only in accordance with the Manual and food delivery and catering programs instituted by us, from time to time. Currently, you may provide food delivery and catering services in the exclusive areas of other System Restaurants operating under the System and other franchisees of the System may provide the same services in the Protected Area, but we may change these policies upon written notice to you. All food delivery and catering services shall be for providing cooked products prepared at the Restaurant for consumption.

(d) Restrictions on Distribution. You may not make any sales of products or services outside of the Restaurant or use vendor relationships that you establish through your association with us or the Zaxbys® brand for any other purpose besides the operation of the Restaurant unless we consent in writing. You agree to purchase products solely for resale to retail customers, and not for resale or redistribution to any other party, including other Zaxbys® franchisees. You may not offer products or services in connection with the Marks on any website on the Internet or any other electronic communication network unless we consent in writing.

5.6 Restaurant Appearance.

(a) Display of Marks. You must display the Marks at the Restaurant, on uniforms of your employees and otherwise in the manner prescribed by us. The color, design and location of said displays shall be specified by us and may be changed from time to time in our discretion. You must conspicuously display to customers any signs or notices designated by us serving to notify and inform third parties that we are engaged in the business of franchising and providing sufficient information to enable third parties to contact us to inquire about prospective franchises. You must not display any signs or posters at the Restaurant or elsewhere without the prior written consent of us.

(b) Maintenance. You must continuously maintain the Restaurant in the highest degree of sanitation, repair, and condition as we may reasonably require. You shall make such additions, alterations, repairs, and replacements to the Restaurant as may be reasonably necessary for that purpose, including such periodic redecorating, replacement of inventory and replacement of obsolete signs, fixtures or materials as we may reasonably direct, or as otherwise required under the lease for the Location. You must obtain our written consent for any alterations to the Restaurant or replacement Operating Assets that are not consistent with the original Plans or our System Standards.

(c) Refurbishment. At our request, but not more than once every five years, you must refurbish and renovate the Restaurant, at your expense, to conform to the then-current System Restaurant design and decor, technology, trade dress, color scheme and presentation of trademarks and service marks consistent with the design concepts then in effect for new System Restaurants and in accordance with the Manual, including such structural changes, remodeling, redecoration and other modifications to existing improvements as deemed necessary by us. You agree to incur, without limitation, any capital expenditures required in order to comply with this obligation and our requirements (even if those expenditures cannot be amortized over the remaining Term). Within 60 days after receiving written notice from us, you must have plans prepared according to the standards we prescribe and must submit those plans to us for our approval. You must complete all work according to the plans we approve within the time period that we reasonably specify.

5.7 Technology System.

(a) Acquisition and Updates. You must obtain, maintain, and use the hardware, point of sale system, drive-thru equipment, digital menu boards, ordering kiosks, software, other equipment, and network connections from our then-current designated suppliers that we specify periodically in the Manual necessary to operate the Restaurant (collectively, the "**Technology System**"). You must use the Technology System to (i) enter and track purchases, (ii) update inventory, (iii) generate sales reports and analysis relating to the Restaurant, and (iv) provide other services relating to the operation of the Restaurant. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require. You must replace, upgrade, or update at your expense the Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to the Technology System requirements.

(b) Use of the Technology System. You agree: (i) that your Technology System will be dedicated for business uses relating to the operation of the Restaurant; (ii) to use

the Technology System in accordance with our policies and operational procedures; (iii) to transmit financial and operating data to us as required by the Manual; (iv) to do all things necessary to give us unrestricted access to the Technology System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a network connection that we specify; (v) to maintain the Technology System in good working order at your own expense; (vi) to ensure that your employees are adequately trained in the use of the Technology System and our related policies and procedures; and (vii) not to load or permit any unauthorized programs or games on any hardware included in the Technology System. You also must comply with all Applicable Laws and payment card provider standards relating to the security of the System, including the Payment Card Industry Data Security Standards. You are responsible for any and all consequences that may arise if the system is not properly operated, maintained and upgraded or if the Technology System (or any of its components) fails to operate on a continuous basis or as expected. We shall have unlimited access to the information and data generated by your Technology System in order to compile sales data, consumer trends, food and labor costs, and other such financial and marketing information as we deem appropriate. We may, in our sole discretion, distribute this data on a confidential basis to our Affiliates, to our and our Affiliates' lenders, to any or all franchisees under the System and to any of our approved or prospective vendors, suppliers, distributors or manufacturers.

6. INTELLECTUAL PROPERTY

6.1 Marks and Trade Dress.

(a) Acknowledgements. You acknowledge that we and our Affiliates are the owner of the Marks and the Trade Dress, that you have no interest in the Marks and the Trade Dress beyond the nonexclusive license granted in this Agreement, and that, as between we or our Affiliates and you, we and our Affiliates have the exclusive right and interest in and to the Marks and the Trade Dress and the goodwill associated with and symbolized by them. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement.

(b) Rights. Your right to use the Marks and the Trade Dress applies only to the Restaurant operated at the Location as expressly provided in this Agreement, including advertising related to the Restaurant. You may only use in your Restaurant the Marks and the Trade Dress we designate, and only in compliance with written rules that we prescribe from time to time. You may not use any Mark (i) as part of any corporate or legal business name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. No materials on which any of the Marks or the Trade Dress appears will be used by you without our prior written approval, which may be revoked at any time upon reasonable notice. You must display the Marks in a manner that we specify on signage at the Restaurant and on forms, advertising, supplies, employee uniforms, business cards, and other materials we designate.

6.2 Copyrights. You acknowledge that as between we or our Affiliates and you, any and all present or future copyrights relating to the System or the Zaxbys® concept, including the Manual and marketing materials, (collectively, the "**Copyrights**") belong solely and exclusively to us or our Affiliates. You have no interest in the Copyrights beyond the non-exclusive License granted in this Agreement.

6.3 No Contesting our Rights. During the Term and after the expiration or termination of this Agreement, you agree not to directly or indirectly contest our or our Affiliate's ownership, title, right or interest in or to, or our or their license to use, or the validity of, the Intellectual Property, or contest our or their sole right to register, use, or license others to use the Intellectual Property.

6.4 Changes to the Intellectual Property. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You must implement any such change at your own expense within the time we reasonably specify.

6.5 Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also must inform us promptly of any challenge by any person or Entity to the validity of our ownership of or our right to license others to use any of the Intellectual Property. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including, but not limited to, any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered, or owed to us or our Affiliates, in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property.

6.6 Post-Termination or Expiration. Upon the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically revert to us without cost and without the execution or delivery of any document. Upon our request, you will execute all documents that we require to confirm such reversion.

6.7 Innovations. All ideas, concepts, techniques or materials relating to a Restaurant or the System (collectively, "**Innovations**"), whether or not protectable intellectual property and whether created by or for you or your Owners, employees, or contractors, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System and the Intellectual Property, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this Section, you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our Affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

7. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

7.1 Compliance with Applicable Laws. You must comply with all federal, state, and local statutes, rules, regulations, ordinances, and codes that are applicable to your Restaurant (collectively, "**Applicable Laws**"), including federal labor laws, all federal and state employment laws, all federal and state data privacy laws, all federal terrorism laws, the Americans with Disabilities Act, and state and local health ordinances. You must obtain and maintain in good standing any and all licenses, permits, certificates, bonds, and consents necessary for you to lawfully construct, operate, and manage the Restaurant. You have sole responsibility for such

compliance with Applicable Laws despite any information or advice that we or our Affiliates may provide.

7.2 Compliance with Good Business Practices. You must in all dealings with your customers, prospective customers, suppliers, us, and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which might injure our business or the goodwill associated with the Marks or other System Restaurants.

7.3 Mission and Core Values. You agree to support our Mission and Core Values and to operate the Restaurant in accordance with our operating policies and stated principles. We may revise our Mission and Core Values from time to time in the Manuals.

7.4 Duty to Notify. You must notify us in writing within three days after the commencement of any action, suit or proceeding, or of the issuance of any inquiry, subpoena, order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality in connection with the operation or financial condition of the Restaurant, including any criminal or civil action or proceeding brought by you against any party or brought by any party against you. You must also forward to us, within three days after your receipt of such notice, copies of all subsequent inspection reports, warnings, certificates and ratings, issued by any governmental authority during the Term in connection with the operation of the Restaurant which indicate your failure to meet or maintain the highest governmental standards or less than full compliance by you with any Applicable Laws.

8. PROPRIETARY INFORMATION

8.1 Confidential Relationship. The Parties expressly understand, acknowledge, and agree that the relationship established between we and you by this Agreement is one of confidence and trust, and that as a result, we will be disclosing and transmitting to you and your Owners, either orally or in writing, trade secrets, know-how, and other confidential information relating to the System, our business, our vendor relationships, our recipes, or the construction, management, operation, or promotion of the Restaurant (collectively, "**Proprietary Information**"), including (i) site selection criteria and methodologies; (ii) methods, formats, systems, System Standards, sales and marketing techniques, knowledge and experience used in developing and operating Restaurants, including information in the Manual; (iii) marketing research and promotional, marketing, advertising, public relations, customer relationship management, and other brand-related materials, programs, and plans for Restaurants; (iv) knowledge of specifications for and suppliers of, and methods of ordering, certain items that Restaurants use and/or sell; (v) knowledge of the operating results and financial performance of other Restaurants; (vi) customer communication and retention programs, along with data used or generated in connection with those programs; (vii) recipes and processes for preparing menu items; (viii) training programs and procedures; (ix) vendor pricing, relationships, and agreements; (x) product launches; (xi) information shared with advisory council members; and (ix) any other information we reasonably deem to be, or from time to time designate as, confidential or proprietary. "Proprietary Information" does not include (a) information that is part of the public domain or becomes part of the public domain through no fault of you, (b) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (c) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when the Parties began discussing the sale of the franchise.

8.2 Nondisclosure of Proprietary Information. We and our Affiliates own all right, title, and interest in and to the Proprietary Information. You and your Owners will not, nor will you permit any person or Entity to, use or disclose any Proprietary Information (including without limitation all or any portion of the Manual) to any other person, except to the extent necessary for your professional advisors and employees to perform their functions in the operation of the Restaurant. You acknowledge that your and your Owners' use of the Proprietary Information in any other business would constitute an unfair method of competition with us and our franchisees. You will be liable to us for any unauthorized use or disclosure of Proprietary Information by any Owner, employee, or other person to whom you disclose Propriety Information. You will take reasonable precautions to protect the Proprietary Information from unauthorized use or disclosure and will implement any systems, procedures, or training programs that we require and will purchase from us or from an approved source designated by us any supplies or materials necessary to implement such systems, procedures, or programs. At our request, you will require anyone who may have access to the Proprietary Information to execute non-disclosure agreements in a form satisfactory to us that identifies us as a third-party beneficiary of such covenants with the independent right to enforce the agreement.

8.3 Protection of Proprietary Information. Your obligations to protect the Proprietary Information under this Section 8 shall exist during the Term and for two years after the termination, expiration, or transfer of this Agreement, except that you must protect any Proprietary Information that is considered to be a trade secret during the Term and for so long afterwards as the information or data remain a trade secret. For purposes of this provision, a "trade secret" shall mean any information, without regard to form, related to us and our Affiliates, including technical or nontechnical data, a formula (including, without limitation, a food formula), a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, recipes and specifications for designated food and beverage products, methods of inventory control, operational systems, management techniques, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being ascertainable by proper means by, other Persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

8.4 Personal Information.

(a) Protection of Personal Information. You must comply with the System Standards, other directions from us, and all Applicable Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Personal Information on the Technology System or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of Personal Information. "**Personal Information**" means names, contact information, financial information, and other personal information of, or relating to, your actual, prospective, and former customers or employees. If there is a suspected or actual breach of security or unauthorized access involving your Personal Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Personal Information was compromised or disclosed. You are solely responsible for any financial losses you or any other party incurs or remedial actions that you or any other party must take as a result of a breach of security or unauthorized access to Personal Information in your control or possession.

(b) Ownership of Personal Information. You agree that all Personal Information that you collect in connection with the Restaurant is deemed to be owned by us and is part of the Proprietary Information, and must be furnished to us at any time that we request it. In addition, we and our Affiliates may, through the Technology System or otherwise, have independent access to Personal Information.

(c) Use of Personal Information. You have the right to use Personal Information while this Agreement or a successor franchise agreement is in effect, but only to market Zaxbys® products and services to customers in accordance with the System Standards and Applicable Laws. You may not directly or indirectly sell, transfer, or use Personal Information for any purpose other than marketing Zaxbys® products and services. We and our Affiliates may use Personal Information in any manner or for any lawful purpose. You must secure from your customers and others all consents and authorizations, and provide them all disclosures, that Applicable Law requires (i) to transmit Personal Information to us and our Affiliates and (ii) for us and our Affiliates to use that Personal Information, in the manner that this Agreement contemplates.

8.5 Compliance with Privacy Requirements. Without limiting anything in Section 8.4 (Personal Information), you must abide by: (a) the Payment Card Industry Data Security Standards ("**PCI-DSS**") (as they may be modified from time to time or as successor standards are adopted) and all other standards and policies related to electronic payments enacted by applicable payment card associations; (b) the Fair and Accurate Credit Transactions Act; (c) all applicable privacy, data protection, and electronic payment laws (including applicable state laws); and (d) any privacy, data protection, and breach-response policies that we establish from time to time (collectively, the "**Privacy Requirements**").

(a) Security Measures. We may require that you use vendors (and may require you to use one or more suppliers that we designate or approve) to (i) provide security services that are consistent with the Privacy Requirements and (ii) periodic security audits to ensure that personally identifiable information and payment data is adequately protected. We may specify from time to time the specific security measures that you must maintain.

(b) Reporting of Data Breaches. If you suspect or know of a security breach, you must immediately give us notice of such security breach and promptly identify and remediate the source of any compromise or security breach at your expense, in accordance with the Privacy Requirements. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Restaurant, unless otherwise directed by us.

9. ACCOUNTING, INSPECTIONS AND RECORDS

9.1 Maintenance of Books and Records. You must maintain during the Term and shall preserve for not less than seven years from the date of preparation full, complete and accurate books, records and accounts in accordance with the System and in the form and manner prescribed by us in the Manual or otherwise in writing from time to time.

9.2 Reporting. You are required, at your expense, to periodically submit to us certain reports, records, information and data as we may reasonably designate upon request or as specified in writing. We, in our discretion, may poll the Technology System to obtain any and all information we deem necessary with respect to our monitoring of the Restaurant, including Gross Sales figures. You must provide us with weekly reports on Gross Sales and other such

information from which the Weekly Fees are calculated at the times and in the manner and format prescribed by us in the Manual. We may require you to use software that we specify to generate required reports.

9.3 Financial and Related Reporting. During the Term, you must, at your expense, submit monthly unaudited balance sheet and profit and loss statements within 21 days after the end of each fiscal period and annual unaudited financial statements within 60 days after the end of each fiscal year. All statements must be prepared in accordance with generally accepted accounting principles. If an audit or examination reveals an understatement or overstatement in any statement or report of 3% or more for any period, in addition to assessing the audit fee described in Section 9.5 (Audit Rights), we have the right to require you to obtain and submit audited annual financial statements for the next three consecutive years. In addition, you must submit exact copies of your invoices for goods purchased from vendors and suppliers and copies of your operating reports to your landlord, immediately following our request for such information.

9.4 Other Submissions. You must also submit to us, for review and auditing, such other forms, and other reports, including annual accounting of local promotional, marketing and advertising expenditures, detailed sales, product mix, coupons and inventory information, and any and all other information and data as we may reasonably designate, in the form and at the times and places reasonably required by us, and as specified from time to time in the Manual or otherwise in writing, at any time during the Term.

9.5 Audit Rights. We have the right, at all times and upon reasonable notice, to audit and examine your books, records, receipts, invoices and tax returns and to make photocopies thereof and to poll the Technology System. If such audit or examination should disclose any underpayment of fees or other sums owed to us and our Affiliates, you must pay the deficient amount immediately upon demand, together with interest thereon at the Default Rate. All payments received shall be first credited against interest due and then against other payments due. If such audit or examination (i) is conducted due to your failure to timely submit any required monthly or annual financial statement or (ii) discloses an understatement in any statement or report of 3% or more for the applicable period, you must reimburse us for any and all costs and expenses incurred by us in connection with such audit or examination (including reasonable accountants' fees and attorneys' fees).

9.6 Inspection of Premises.

(a) Right to Inspect. We may conduct, on a periodic basis, as we deem advisable, evaluations of the Restaurant and its operations to assure the Restaurant's continual compliance with System Standards and this Agreement. You must permit us and our agents or representatives to enter upon the premises of the Restaurant at any reasonable time for purposes of conducting evaluations, taking photographs, and interviewing employees and customers. You must cooperate fully with us and our agents and representatives in such evaluations by rendering such assistance as they may reasonably request. For certain inspections, you may be required to pay the inspection fee specified in Section 3.1(g)(ii) (Inspection Fee).

(b) Correcting Deficiencies. Upon notice from us and our agents or representatives, and without limiting our other rights under this Agreement, you must take such steps as may be necessary to immediately and diligently correct any deficiencies detected during such evaluations, including immediately ceasing and preventing the further use of any products, equipment, inventory, promotional and marketing materials, supplies or other items that do not conform to our then-current specifications, standards or requirements. If you fail or refuse to

correct such deficiencies, in addition to our other remedies, we shall have the right to enter upon the premises of the Restaurant, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such corrections as may be required, at your sole expense, which you agree to pay upon demand.

(c) Self-Inspections. In addition, you must perform certain self-performance evaluations at such frequency and on such forms as we may require. Failure to achieve satisfactory scores on self-evaluations may lead to mandatory re-training of certain of your representatives. You must be responsible for all expenses associated with the re-training of such representatives, including the then-current Additional Attendee Training Fee for each person attending the then-current Initial Training or applicable portion thereof for such re-training, and all costs of meals, lodging, travel and wages for each such person.

10. MARKETING

10.1 National Marketing Fund.

(a) Fund Management. We may, but are not obligated to, maintain the Zaxbys National Marketing Fund (the "**Marketing Fund**"), a segregated or independent fund into which all National Marketing Contributions will be deposited. The Marketing Fund is currently managed by Zaxbys National Marketing Fund, Inc. ("**ZNMF**"), a non-profit corporation that is one of our Affiliates. We reserve the right to take over management of the Marketing Fund or to delegate the management of the Marketing Fund to another entity. All references to "we" or "us" in this Section 10.1 shall apply equally to ZNMF or our designee. In no event will we be deemed a fiduciary with respect to any National Marketing Contributions.

(b) Use of Marketing Fund. We may use monies in the Marketing Fund and any earnings on the Marketing Fund account for any costs associated with advertising (media and production), branding, marketing, public relations and/or promotional programs and materials, and any other activities we believe would benefit the Zaxbys® brand or the System Restaurants generally, including advertising campaigns in various media; creation, maintenance, and optimization of websites, apps, and other digital commerce channels or devices designed to attract, retain, serve, and/or otherwise engage customers; keyword or adword purchasing programs; conducting and managing social media activities; direct mail advertising; market research, including secret shoppers, customer satisfaction surveys, and studies, testing, and analytics related to customer segmentation, price sensitivity/elasticity, brand differentiation, marketing campaign effectiveness, product performance, and marketing-related innovations; testing of various new programs, sponsorships, technologies or other opportunities in selected stores or markets with the intention of determining what elements could potentially benefit the larger system in the future; branding studies; employing advertising and/or public relations agencies; purchasing promotional items; conducting and administering promotions, contests, giveaways, public relations events, and community involvement activities; organizing, funding or operating a charitable foundation or other charitable entities or activities; and providing promotional and other marketing materials and services to our franchisees. We will not use the Marketing Fund for anything whose sole purpose is the marketing of franchises, however, you acknowledge that our website, public relations activities, community involvement activities, and other activities supported by the Marketing Fund may contain information about franchising opportunities. We will not use any contributions to the Marketing Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Marketing Fund or the management of Marketing Fund-supported programs (including retainers and fees for outside agencies, the

salaries of any of ZNMF's personnel, and the pro-rata amount of salaries of our personnel who devote time to Marketing Fund activities). We may, but are in no way obligated to, use the funds to place advertising locally. We do not guarantee that you will benefit from the Marketing Fund in proportion to your contributions to the Marketing Fund.

(c) Fund Accounting. An unaudited statement of the operations of the Marketing Fund will be prepared each year and, upon request, will be made available to franchisees. We reserve the right to obtain audited financial statements for the Marketing Fund for any given period. The costs of preparing all financial statements and any audit thereof shall be paid from the Marketing Fund. If any monies in the Marketing Fund remain at the end of a fiscal year, they will carry-over in the Marketing Fund into the next fiscal year. we or one of our Affiliates may make or otherwise arrange loans to the Marketing Fund in any year in which the balance of the Marketing Fund is negative and charge a reasonable rate of interest. The amounts loaned to the Marketing Fund will be repaid from future contributions to the Marketing Fund in the year the loan is made or in subsequent years.

(d) Control Over Marketing Fund. We may consult with, in our sole discretion, a franchisee advisory council selected by franchisees or a committee of franchisees that we appoint regarding marketing programs. However, we have the right to direct all marketing programs and uses of the Marketing Fund, with the final decision over creative concepts, materials, and media used in the programs and their placement.

(e) Materials Produced. Any sales materials and other materials produced with Marketing Fund monies will be made available to you without charge or at a reasonable cost. We may, but are not obligated to, deposit the proceeds of such sales into the Marketing Fund.

(f) Other Contributions. If we or our Affiliates operate any System Restaurants, we or our Affiliates will contribute to the Marketing Fund a percentage of the receipts of those System Restaurants on the same basis as required for franchisees. If we reduce the National Marketing Contribution for franchisees, we will reduce the contribution rate for company or Affiliate-owned System Restaurants by the same amount. You acknowledge that our other franchisees may not be required to contribute to the Marketing Fund, may be required to contribute to the Marketing Fund at a different rate than you, or may be required to contribute to a different marketing fund. The Marketing Fund may also receive funds from certain vendor purchasing programs or from System Restaurant promotional or marketing programs.

(g) Dissolution or Modification. We reserve the right to dissolve or modify the Marketing Fund at any time. The Marketing Fund, however, shall not be terminated or dissolved until all monies held in the Marketing Fund have been expended for the purposes described in this Agreement.

10.2 Local Marketing Cooperatives.

(a) Mandatory Participation. You must participate in, and make the Co-op Marketing Contribution to, any Co-op that we establish for the DMA in which the Restaurant is located. If there is no Co-op for the DMA in which the Restaurant is located and we at any time determine, in our discretion, that there are a sufficient number of System Restaurants within such DMA to warrant the establishment of a Co-op, then all franchisees of System Restaurants within such DMA (including you) shall participate in, and make Co-op Marketing Contributions to, that Co-op when we establish it. The members of a Co-op shall consist of all franchisees of System Restaurants (except, unless we specify otherwise, Non-Traditional Outlets) located within the

DMA for which such Co-op is established (including any System Restaurants and, if specified by us, Non-Traditional Outlets within such DMA operated by us or our Affiliates).

(b) Co-op Operations. Each Co-op shall be separately incorporated and have its own officers and directors. Each Co-op's bylaws, and all amendments to such bylaws, must be approved by us in advance and shall provide for, among other things, (i) one vote per System Restaurant and, possibly, one vote per Non-Traditional Outlet, (ii) the election of officers and directors by members, (iii) member contribution requirements (which must be a continuing non-refundable weekly contribution by you to the Co-op of up to 3% of Gross Sales unless the Co-op members vote to contribute to the Co-op at a higher rate), (iv) our prior written approval of any advertising agency used by the Co-op, and (v) our prior approval of all expenditures, including the allocation of all expenditures among various promotional and marketing methods and the manner and media in which advertising will be placed. All funds contributed to a Co-op shall be expended only for promotional and marketing programs, plans and materials approved by us and for the costs incurred by such Co-op, its agents and representatives, which are reasonably related to the maintenance, administration or direction of such Co-op. We reserve the right to require each Co-op to engage an independent public accountant to prepare and make available to its members and to us annual unaudited or audited financial statements pertaining to the operations of each Co-op, at the expense of each Co-op. We reserve the right, and the governing documents must provide us the right, to dissolve, merge or change any aspect of a Co-op at any time.

10.3 Multi-DMA Advertising.

(a) Mandatory Participation. If there is no Co-op for the DMA in which the Restaurant is located, we may require you to contribute the Multi-DMA Advertising Contribution to us or our Affiliates to be used for local marketing in your DMA. Currently, Zaxby's Multi-DMA Advertising Association, Inc., a Georgia nonprofit corporation that is one of our Affiliates ("**ZMAA**"), collects the Multi-DMA Advertising Contribution for franchisees that are not otherwise included in a Co-op for a specific geographic area and coordinates marketing activities for such franchisees. If a Co-op is ever established in your DMA, you will be required to participate in the Co-op instead of contributing the Multi-DMA Advertising Contribution to us or ZMAA.

(b) ZMAA Operations. ZMAA shall conduct local advertising on your behalf using the Multi-DMA Advertising Contribution that you contribute to ZMAA. ZMAA shall expend funds only for (i) promotional and marketing programs, plans, and materials that have been approved by us and (ii) expenses reasonably related to the maintenance, administration and direction of ZMAA (including salaries and overhead expenses). We do not guarantee that you will benefit from the ZMAA in proportion to your contributions to the ZMAA. The directors and officers of ZMAA shall be appointed by us. An unaudited statement of the operations of ZMAA will be prepared each year and, upon request, each participant's statement of operations will be made available to such participant. ZMAA reserves the right to obtain audited financial statements for any given period. ZMAA shall pay the costs of preparing all financial statements and any audit thereof.

(c) Dissolution of ZMAA. We have reserved the right to dissolve, merge, or change any aspect of ZMAA at any time. ZMAA shall not be terminated or dissolved, however, until all monies held therein have been expended for the purposes described in this Agreement. If at any time (i) there should be no Co-op for the DMA in which the Restaurant is located and (ii) ZMAA has been terminated or dissolved and not replaced, you must spend at least 1.5% of Gross Sales on local marketing (unless we designate a lesser amount to ensure that your weekly marketing contribution does not exceed 4% of Gross Sales) pursuant to promotional and

marketing programs or plans that have been approved by us in writing. You must deliver to us on each Monday for the previous week (Monday through Sunday), or at such other times (on a weekly basis) as may be established by us, in our discretion, evidence in the form of reports or as otherwise required by the System that you have paid such monies for promotional and marketing purposes.

10.4 Submission and Approval of Promotional and Marketing Materials. All promotional and marketing materials to be used by or for you in any medium must (a) be presented in a dignified manner, (b) conform to such standards and requirements as we may specify from time to time in the Manual or otherwise in our discretion, and (c) be consistent with our marketing strategies. You and each Co-op shall submit to us for our prior written approval, samples of all promotional and marketing materials in whatever form that you and each Co-op desires to use at least ten days before their submission for use. We shall approve, disapprove, or revise such materials in our discretion. You and each Co-op shall not use any promotional or marketing materials which have not been approved in writing by us, and you and each Co-op shall cease to use any such materials promptly upon notice by us. You and each Co-op shall comply with all revisions to said promotional and marketing materials which we may require as a condition to our approval of said promotional and marketing materials.

10.5 Initial Marketing Plan Expenditures. You must prepare and submit to us for our review an initial marketing plan for the Restaurant not later than 45 days prior to the date of opening of the Restaurant and must receive our prior written approval of the initial marketing plan, which we will provide if the plan is consistent with our marketing strategies and the requirements set forth in the Manual or otherwise by us. In addition to the Marketing Fees, you must remit to us the Initial Marketing Contribution specified by us no later than five days prior to the date of opening of the Restaurant, which we shall spend on your behalf in accordance with your initial marketing plan prior to or during the first 120 days of operation of the Restaurant; provided, however, you must submit to us invoices in support of all such required expenditures, and upon receipt of each such invoice, we will make payment directly to the providers of such promotional, marketing and advertising services up to (but not in excess of) the Initial Marketing Contribution. We shall have no obligation with respect to any such invoice unless we are in receipt of the Initial Marketing Contribution. We shall deposit, on your behalf, any portion of the Initial Marketing Contribution that has not been spent after the first 120 days of operation of the Restaurant into the Co-op for your DMA or, if there is no such Co-op, in the ZMAA, and we will not have any liability to you with respect to such unspent funds.

10.6 Digital Marketing. We or our Affiliates may, in our sole discretion, establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, domain names, e-mail addresses, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, etc.), mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "**Digital Marketing**") that are intended to promote the Marks, the Restaurant, and the entire network of System Restaurants. We will have the sole right to control all aspects of any Digital Marketing, including those related to the Restaurant. Unless we consent otherwise in writing, you, your Owners, your Affiliates, and your employees may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Restaurant or the network. If we do not permit you or your employees to conduct any Digital Marketing, you or your employees must comply with any policies, standards, guidelines, or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with

such policies, standards, guidelines, or requirements. We may withdraw our approval for any Digital Marketing at any time.

10.7 Promotional Programs. You must participate in all in-Restaurant promotional programs that we specify, including any "frequent guest" or customer loyalty and rewards programs, limited time offers, coupon or discount promotions, incentive programs, customer tracking programs, or other supplemental marketing programs that we designate from time to time in the Manual or otherwise in writing (collectively, "**Promotional Programs**"). You are required to participate in these Promotional Programs in accordance with the Manual and any guidelines we specify at your own cost, including the costs to purchase all materials, equipment, goods, or services necessary to participate in the Promotional Programs, including marketing materials, signage, give-away items, and gift and loyalty card processing equipment. You must follow our guidelines concerning the acceptance and reimbursement of gift certificates, gift cards, coupons, corporate or organizational discounts, loyalty program credits, and other promotional programs as we set forth from time to time in the Manual or otherwise in writing. To participate in our customer loyalty and rewards program, we or our affiliates may debit an amount that we will specify from time to time from the Gross Sales that you collect from loyalty program members. If a program member redeems credits in your Restaurant, you must accept such credits as payments from members and issue program benefits, and we or our affiliates will reimburse you the cost of such menu items from the funds collected from member transactions. You may not offer your own gift card, electronic money, or loyalty program for the Restaurant without our prior approval.

11. INSURANCE

11.1 Procurement of Required Insurance. You must, at your expense, procure before opening the Restaurant, and thereafter continuously maintain during the Term, such policies of insurance as we may reasonably periodically require. We will periodically specify the required policies of insurance in the Manual or otherwise in writing. You must also procure and maintain any other insurance required by Applicable Laws. We may increase, lower, or otherwise modify the insurance coverage limits and/or may require additional types of insurance if we determine, in our discretion, that circumstances require such modification. All insurance policies shall be issued by insurance companies with performance ratings of at least A minus (A-), VII as rated in the most recent edition of A.M. Best's Insurance Reports (or other comparable publication as specified by us); notwithstanding the foregoing, workers' compensation policies may be issued by insurance companies with performance ratings of at least A minus (A-) as rated in the most recent edition of A.M. Best's Insurance Reports (or other comparable publication as specified by us).

11.2 Certain Policy Provisions. Each insurance policy maintained by you for the Restaurant must (i) name you as the insured; (ii) name us and our Affiliates as additional insureds on a primary and non-contributory basis (for general liability, automobile, and umbrella coverage and any other types of insurance we designate); and (iii) include a waiver of subrogation in favor of us and our Affiliates to the extent permitted by law. Prior to beginning construction of the Restaurant, you must furnish us with a certificate of insurance evidencing all coverage required by us to be procured and maintained during construction. Within 30 days after opening the Restaurant and annually thereafter, you must furnish to us a then-current certificate evidencing your procurement, renewal, or extension of each insurance policy in compliance with then-current limits, together with evidence of payment of premiums along with additional insured–grantor of franchise endorsement. You may not cancel any required insurance policy, unless it is being replaced with another policy that meets our requirements and you provide us with a certificate

evidencing the new policy within 10 days of the change. You may not amend any insurance policy in a manner that would make it no longer compliant with our requirements, unless we approve the change in writing. Each policy must provide not less than 30 days prior written notice to us of cancellation for material change or non-renewal, except not less than ten days in the case of cancellation for non-payment of premium. We reserve the right, in our discretion to require you to submit to us copies of all required policies.

11.3 Independent of Coverage Requirements. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us or any of our Affiliates, and your performance of that obligation shall not relieve you of liability under the indemnity provision set forth in Section 16 (Indemnification) of this Agreement.

11.4 Failure to Procure. Should you for any reason fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees under the System by the Manual or otherwise in writing, we shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge the same to you, which charges, together with a reasonable fee for our expenses in so acting, including all attorneys' fees, shall be payable by you immediately upon notice.

11.5 Third Parties. You must ensure that all third parties with which you conduct business are properly insured.

11.6 Franchisee to Assess Insurance Risks. Nothing in this Agreement implies that the insurance required by us will be sufficient for your needs. You are encouraged to consider whether to obtain additional insurance coverages of your choice or coverages with higher limits, since we do not require you to maintain insurance against all potential insurance risks.

12. TRANSFERS

12.1 Transfer by Us. We shall have the right to assign this Agreement, and all of its rights and privileges hereunder, to any person or Entity, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of the functions of us: (i) the assignee shall, at the time of such assignment, be capable of performing the obligations of us hereunder, and (ii) the assignee shall expressly assume and agree to perform such obligations. Specifically, and without limitation to the foregoing, you expressly affirm and agree that we may sell our assets, our rights to the Marks, and the System outright to a third party; may go public; may engage in a private placement of some or all of its securities; may merge with, or acquire or be acquired by, another Entity; or may undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. With regard to any or all of the above sales, assignments, and dispositions, you expressly and specifically waive any claims, demands, or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification with us. Nothing contained in this Agreement shall require us to remain in the restaurant business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our rights under this Section 12.1.

12.2 Transfer by You.

(a) Consent Procedure.

(i) Definition of Transfer. For purposes of this Agreement, "**Transfer**" as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in (a) this Agreement, (b) the Restaurant, (c) substantially all the assets related to the Restaurant, or (d) in the ownership of the franchisee (if you are an Entity). "**Transfer**" as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance.

(ii) Consent Required. You understand and acknowledge that the rights and requirements set forth in this Agreement are personal to you and your Owners and that we granted this Agreement in reliance on your and your Owners' business skill and financial capacity. Neither you, any immediate or remote successor to any part of your interest in the Restaurant or this Agreement, or any Owner shall make any Transfer or permit any Transfer to occur without obtaining our prior written consent, except our prior written consent shall not be required for a transfer of less than a 5% interest in a publicly-held corporation (as defined as a "Reporting Company" under the Securities Exchange Act of 1934) or for one of the permitted Transfers specified in Section 12.4 (Permitted Transfers). Our prior written consent may be subject to any or all of the conditions in Section 12.2(b) (Conditions for Consent). You must notify us in writing at least 60 days prior to the date of the intended assignment or transfer. Any purported assignment or transfer, by operation of law or otherwise, not having the prior written consent of us as required hereby shall be null and void.

(b) Conditions for Consent. We shall not unreasonably withhold our consent to a Transfer. Anything in this Agreement to the contrary notwithstanding, if a Transfer, alone or together with other previous, simultaneous, or proposed Transfers, would have the effect of transferring (a) a Controlling interest in you or in any Entity which Controls you, (b) the Restaurant, (c) all or substantially all of the assets related to the Restaurant, or (d) this Agreement, we may, in our discretion, require any or all of the following as conditions to our consent:

(i) All of your accrued monetary obligations and all other outstanding obligations to us, our Affiliates, any Debiting Party, and approved vendors and suppliers shall be up to date, fully paid and satisfied;

(ii) You must not be in default of any provision of this Agreement (including any amendments) or any other Related Agreement;

(iii) You and each Owner shall have executed a general release, in a form prescribed by us, of any and all claims against us and our Affiliates, including claims arising under Applicable Laws, to the extent permitted by law. For purposes of such release, we and our Affiliates includes their respective shareholders, partners, members and other owners, officers, directors, managers, agents, representatives, employees, successors and assigns;

(iv) The transferee shall demonstrate to our satisfaction that the transferee meets our then-current educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Restaurant (as may be evidenced by prior related experience, our testing criteria, our interviews of the transferee or references, or otherwise); has at least the same managerial and

financial criteria required of new franchisees under the System; and shall have sufficient equity capital to operate the Restaurant;

(v) If Franchisee is the transferor, the transferee must, at our option either, enter into (a) a written assignment, in a form satisfactory to us, assuming and agreeing to discharge all of your obligations under this Agreement, including, support of our Mission and Core Values, or (b) our standard form of franchise agreement then being offered to new franchisees under the System (for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement) and such ancillary agreements as we may require for the Restaurant, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement (including higher Royalty Fees, Marketing Fees, and the implementation of other fees) (collectively, the "**Then-Current Agreements**"). In addition, all of the transferee's shareholders, partners, members, or other owners shall jointly and severally guarantee the obligations of the transferee under this Agreement by executing and delivering the then-current form of guaranty prescribed by us (the "**Then-Current Guaranty**").

(vi) If an Owner is the transferor, you must, at our option, (a) amend the list of Owners in Appendix A of this Agreement or (b) execute the Then-Current Agreements (for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement). The transferee and, at our option, each of your continuing Owners must sign the Then-Current Guaranty. The transferor shall not be relieved of such transferor's obligations as a guarantor of your performance unless and until: (a) all existing guarantors agree in writing to allow the release of the transferor's Guaranty, and (b) the transferee has executed the Then-Current Guaranty;

(vii) You or the transferee must, upgrade, at the transferee's or your expense, the Restaurant to conform to the then-current standards and specifications then being used in new System Restaurants, and shall complete the upgrading and other requirements within the time specified by us;

(viii) The transferor shall remain liable for all direct and indirect obligations to us in connection with the Restaurant prior to the effective date of the transfer, shall continue to remain responsible for its obligations of nondisclosure, noncompetition and indemnification as provided elsewhere in this Agreement and shall execute any and all instruments reasonably requested by us to further evidence such liability;

(ix) At the transferee's expense, the transferee and its manager, assistant managers and other representatives or employees as we may require shall complete any portions of the Initial Training that we require and any other training programs then in effect for current franchisees under the System upon such terms and conditions as we may reasonably require, unless such employees have been previously trained to the satisfaction of us;

(x) The transferee and transferee's shareholders, partners, members or other owners, and other representatives, shall have signed a receipt of all required legal documents, including our Franchise Disclosure Document and the then-current franchise agreement and ancillary agreements;

(xi) The transferor shall remit to us the Transfer Fee equal to 50% of the then-current Initial Franchise Fee to cover our administrative expenses in connection with the proposed Transfer;

(xii) The transferor must provide us with copies of the agreements of purchase and sale between the transferor and the transferee. We may, in our discretion, decline to consent to a Transfer based on our review of the sale terms. Our consent shall not create any special liability or duty on the part of us to the proposed transferee;

(xiii) If all or any part of the purchase price under an agreement of purchase of sale between the transferor and the transferee is to be financed by the transferor, you or your Owners must agree that all of the transferee's obligations under promissory notes, agreements and security interests reserved in the Restaurant are subordinate to the transferee's obligation to pay Weekly Fees and other amounts required to be paid under this Agreement, to us and our Affiliates, Debiting Parties, and approved vendors and suppliers and otherwise to comply with this Agreement; and

(xiv) The transferor and its Owners and the transferee and its owners must execute a consent to Transfer agreement in a form that we prescribe that describes the conditions that must be complied with in order to obtain our consent to the Transfer.

(c) Non-Control Transfers. For any Transfer of an Equity Interest in your Entity that does not result in a change in Control of you, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer and transferee that we may request. We will have a reasonable time (not less than 30 days) after we have received all requested information to evaluate the proposed Transfer. You and/or your transferee must satisfy, in addition to others that we may specify, the conditions specified in Section 12.2(b) (Conditions for Consent), except (a) the Transfer Fee will be specified in the Manuals and will not exceed 50% of the then-current Initial Franchise Fee; (b) you will not be required to execute our Then-Current Agreement; and (c) the following conditions shall not apply: Sections 12.2(b)(i) (payment of all amounts due), 12.2(b)(v) (documentation for Transfer by Franchisee), 12.2(b)(vii) (upgrade Restaurant), and 12.2(b)(ix) (complete training). We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions.

(d) Conditions Reasonable. You acknowledge and agree that each of the foregoing conditions of Transfer which must be met by you and the transferee are necessary and reasonable to assure such transferee's full performance of the obligations under this Agreement.

12.3 Offerings by You. Notwithstanding Section 12.2 (Transfer by You), Equity Interests in you may be offered to the public, by private offering or otherwise, but only with the prior written consent of us. All materials required for such offering by Applicable Laws as well as any materials to be used in any exempt offering shall be submitted to us for review at least 60 days prior to such documents being filed with any government agency or distributed to investors. No offering by you must imply (by use of the Marks or otherwise) that we are participating in an underwriting, issuance, or offering of any Equity Interest in you, and our review of any offering shall be limited solely to the subject of the relationship between you and us. You and any other participants in the offering must fully indemnify us and our Affiliates in connection with the offering pursuant to an indemnity agreement in form satisfactory to us and our counsel. For purposes of such indemnity agreement, us and our Affiliates includes their respective shareholders, partners, members and other owners, officers, directors, managers, agents, representatives, employees, successors and assigns. For each proposed offering, you must remit to us a nonrefundable amount as is necessary to reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Subsequent to approval of

such offering documents, you must give us at least 60 days written notice prior to the proposed effective date of any offering or other transaction covered by this Section 12.3.

12.4 Permitted Transfers.

(a) Transfer To An Entity. We will consent to the assignment of this Agreement to an Entity that you form for the convenience of ownership, provided that: (i) the Entity has and will have no other business besides operating System Restaurants; (ii) you satisfy the conditions in Sections 12.2(b)(ii) (comply with obligations), 12.2(b)(iii) (sign general release), 12.2(b)(v) (transferee signs guaranty and assumes obligations), and 12.2(b)(viii) (remain liable for pre-Transfer obligations); (iii) the Owners hold equity interests in the new Entity in the same proportion shown on Appendix A; and (iv) you pay a Transfer Fee that is equal to $2,500 plus our administrative costs in processing such Transfer, including any attorneys' fees and other third-party costs that we incur.

(b) Security Interests. You may grant, without obtaining our consent, a security interest in the Location (if you own the Location), the Restaurant, or any Operating Assets to a financial institution or other party that provided or provides any financing for your acquisition, development, and/or operation of the Restaurant, but you may not grant a security interest in this Agreement. Any foreclosures or other exercise of the rights granted under any security interest are subject to all applicable terms and conditions of this Section 12. For the avoidance of doubt, in no event shall any secured party be entitled to (i) use or receive an assignment of your license to use the Intellectual Property under this Agreement or (ii) use, assign, possess, or have access to the Confidential Information.

(c) Transfer to a Revocable Trust. Any Owner who is an individual may Transfer his or her ownership interest in you (or any of your Owners that is an Entity) to a revocable trust that he or she establishes for estate planning purposes, as long as he or she (i) is a trustee of the trust, (ii) controls the exercise of the rights in you (or your Owner) held by the trust, and (iii) has the right to revoke the trust. You must notify us in writing of the Transfer at least ten days before its anticipated effective date. Dissolution of or transfers from any trust described in this Section 12.4(c) are subject to all applicable terms and conditions of this Section 12.

12.5 Our Right of First Refusal.

(a) Exercise of Right. Any Owner who desires to accept any bona fide offer from a third-party buyer to purchase any part or all of its interest in you or the Restaurant pursuant to a transaction which is otherwise allowed under Section 12.2 (Transfer by You) shall send us a true and complete copy of such offer (which may include a letter of intent). Such offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. We shall have the right and option, exercisable within 30 days after receipt of such written offer, to send written notice to the seller that we or our designee intends to purchase the seller's interest on the same terms and conditions offered by the third-party buyer, provided that:

(i) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity);

(ii) our credit shall be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer); and

(iii) we must receive, and you and each Owner agrees to make, all customary representations and warranties given by the seller of the ownership interest in a legal entity or the assets of a business, as applicable, including representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

(b) Assignment of Right. We reserve the unrestricted right to assign the right of first refusal under this Section 12.5 to a third-party designee of us, who or which will then have the rights described in this Section 12.5.

(c) Closing. In the event we or our designee elects to purchase the seller's interest, closing on such purchase must occur by the later of (a) the closing date specified in the third-party offer; or (b) within 60 days after the date of notice to the seller of our election to purchase. Failure of us to exercise the right of first refusal under this Section 12.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 12 with respect to a proposed Transfer.

(d) Declining Right. In the event that we or our designee elects not to purchase the seller's interest, you or your Owners, as the case may be, may consummate the sale to the proposed buyer on the original terms set forth in the offer, subject, in any event, to our consent to the transfer in accordance with Section 12.2 (Transfer by You). If you or the Owners fail to consummate the sale to the proposed buyer within 60 days after we notify the seller that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which the seller shall advise us of within three days of such change), we or our designee shall have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or our receipt of notice of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our or our designee's option.

12.6 Transfer Upon Death or Incapacity. If you or any Owner dies or becomes mentally or physically incapacitated, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three months after the event (the date of death or the date that the person qualifies as being incapacitated) for consent to Transfer the person's interest and must complete such Transfer within 12 months after such event. The Transfer will be subject to the provisions of this Section 12, as applicable. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of 30 or more consecutive days or (ii) for 60 or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 12.2(b)(iv) (transferee meets qualifications), the executor must Transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not disposed of under this Section 12.6 by the applicable deadline, we may terminate this Agreement under Section 13.3 (Remedies After an Event of Default).

12.7 Non-Waiver of Claims. Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferring party, and it will not be deemed a waiver of our right to demand exact compliance by the transferee with any of the terms of this Agreement, or any other agreement to which we and the transferee are parties.

12.8 Our Operation of the Restaurant. In order to prevent any interruption of the business of the Restaurant and any injury to the goodwill and reputation thereof which would cause harm to the Restaurant and thereby depreciate its value, you authorize us, and we shall have the right, but not the obligation, to operate the Restaurant for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement, in the event that: (a) any Owner is absent or incapacitated by reason of illness or death and you are not, therefore, in our discretion, able to operate the Restaurant, (b) any allegation or claim is made against the Restaurant, you, any Owner, or any of your employees involving or relating to misrepresentations or any fraudulent or deceptive practice, or (c) any Event of Default occurs as provided in Section 13.3(b) (Other Remedies). All funds from the operation of the Restaurant while we or our appointee assumes its management will be kept in a separate account, and all of the expenses of the Restaurant will be charged to that account. We or our appointee may charge you (in addition to the amounts due under this Agreement) a management fee equal to 3% of the Restaurant's Gross Sales during the period of management, plus any direct out-of-pocket costs and expenses. We or our appointee have a duty to utilize only reasonable efforts and will not be liable to you for any debts, losses, or obligations the Restaurant incurs, or to any of your creditors for any products or services the Restaurant purchases, while managing it. You must not take any action or fail to take any action that would interfere with us or our appointee's exclusive right to manage the Restaurant and may, in our sole discretion, be prohibited from visiting the Restaurant so as to not interfere with its operations. Our (or our appointee's) management of the Restaurant will continue for intervals lasting up to 90 days each (and, in any event, for no more than a total of one year), and we will during each interval periodically evaluate whether you are capable of resuming the Restaurant's operation and periodically discuss the Restaurant's status with you.

13. DEFAULT AND TERMINATION

13.1 Curable Events of Default. Any one or more of the following constitutes an "**Event of Default**" under this Agreement if the default is not cured in the specified cure period:

(a) you fail to submit the financial information or other reports required by us under this Agreement within ten days after receiving written notice of your default;

(b) you fail, refuse, or neglect to remit promptly when due (a) any monies owing to us, our Affiliates, or any Debiting Party or (b) any undisputed amounts owing to any approved vendor or supplier of us and fail to cure such default within ten days after receiving written notice of your default from us or the applicable owed party, whichever occurs first; or

(c) you breach or fail to comply with any other covenant, agreement, standard, procedure, practice, or rule prescribed by us, whether contained in this Agreement, in the Manual, or otherwise in writing other than the defaults specified in Section 13.2 (Non-curable Events of Default) and fail to cure such breach or failure to our satisfaction within 30 days (or such longer period as Applicable Laws may require) after we provide you with written notice of the default.

13.2 Non-curable Events of Default. Any one or more of the following constitutes an "**Event of Default**" under this Agreement, which cannot be cured:

(a) (i) you become insolvent or makes a general assignment for the benefit of creditors, (ii) a petition in bankruptcy is filed by you or such a petition is filed against and consented to by you, (iii) you are adjudicated bankrupt, (iv) a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and

consented to by you, (v) a receiver or other custodian (permanent or temporary) of your business or assets is appointed by any court of competent jurisdiction, (vi) proceedings for a conference with a committee of creditors under any state, federal, or foreign law should be instituted by or against you, (vii) a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed), (viii) execution is levied against the Restaurant, (ix) a suit or other proceeding to foreclose any lien or mortgage against the premises or equipment at the Restaurant is instituted against you and not dismissed within 30 days, or (x) any real or personal property of the Restaurant shall be sold after levy thereupon by any sheriff, marshal, or constable;

(b) you abandon or fail to actively operate the Restaurant for two or more consecutive days (excluding holidays) for any reason, unless the Restaurant is closed for a purpose approved in advance by us or we determine, in our sole discretion, that the failure was beyond your control;

(c) you (a) default under your Lease for the Location and fail to cure said default within the grace period (if any) provided for in such agreement, (b) lose the right to possession of the premises of the Restaurant other than by reason of a Relocation Event, (c) lose the right to possession of the premises of the Restaurant by reason of a Relocation Event and thereafter fail to relocate the Restaurant to a Substitute Location in accordance of Section 4.5 (Relocation), (d) forfeit the right to do or transact business in the jurisdiction where the Restaurant is located, or (e) relocate the Restaurant without obtaining our prior written consent;

(d) you fail to operate and maintain the Technology System in accordance with our requirements and guidelines as outlined in the Manual (except to the extent such failure is due solely to circumstances beyond your control), or you attempt to modify the Technology System without our prior written approval;

(e) you understate by 5% or more your Gross Sales in connection with any statement or report required to be submitted to us;

(f) you have made any material misrepresentation or omission in this Agreement, any application materials submitted to us or any related documents, or you submit to us any report or statement, or maintains any books or records, that you know or should know to be false or misleading;

(g) you, by act or omission, permit a violation in connection with the construction or operation of the Restaurant of any Applicable Laws, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom;

(h) you fail to obtain and maintain all required permits and licenses under Applicable Laws;

(i) (i) you fail any health or safety inspections conducted by a governmental agency or (ii) we determine, in our reasonable discretion, that a threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant or from your breach or failure to comply with any Applicable Laws;

(j) you (a) misuse or make any unauthorized use of the Intellectual Property, (b) engage in any business or market any service or product under a name or mark which is

confusingly similar to the Marks, or (c) otherwise materially impair the goodwill associated with the Marks or our rights in any of the Intellectual Property;

(k) you, any Owner, or any of your officers or directors (a) are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Marks and any associated goodwill, or the Zaxbys® concept (an "**Adverse Effect**"); (b) have a judgment or consent decree entered against them in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices, or similar claims which is likely to have an Adverse Effect; (c) has engaged in or engages in activities that, in our reasonable opinion, have an Adverse Effect; or (d) willfully engages in any illegal, immoral or unethical acts or any act in violation of our Mission and Core Values;

(l) you or any Owner purports to Transfer any rights or obligations under this Agreement, in you, or in the Restaurant or its assets to any third party without our prior written consent, contrary to any of the terms of Section 12 (Transfers);

(m) you or any Owner fails to comply with any of the covenants contained in Section 15 (Noncompete Covenants);

(n) you or any Owner discloses or divulges any Proprietary Information (including the contents of the Manual) in violation of Section 8 (Proprietary Information);

(o) you fail to satisfy the conditions of the Real Estate Committee Approval Deadline, Construction Commencement Deadline or Opening Deadline;

(p) you use a supplier or service provider that we have not approved for a product or service that we require you to procure from one or more approved or designated suppliers or service providers;

(q) you willfully and repeatedly engage in a course of conduct which constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with your sale of the services and products offered at the Restaurant;

(r) you refuse to permit, or try to hinder, an examination, inspection, or audit of your books and records or the Restaurant as required by this Agreement;

(s) you fail to timely file any periodic report required in this Agreement or the Manual three or more times in a 12-month period, whether or not you subsequently cure the default;

(t) after multiple attempts to reach you via telephone, e-mail, or other written correspondence, you fail to communicate with us within seven days after we send you a written communication in accordance with Section 20 (Notices) notifying you of our attempts to reach you and our need to receive a response from you;

(u) you default under any other Related Agreement, provided that the default would permit the other party (whether such party is us, our Affiliates, Co-ops, or our approved vendors) to terminate such agreement, regardless of whether such party terminates such agreement;

(v) you knowingly maintain false books or records or submit any false report to us; or

(w) you receive more than one notice of default in any 12-month period or three or more notices of default during the Term, whether or not such defaults are similar and whether or not such defaults are cured after notice.

13.3 Remedies After an Event of Default.

(a) Right to Terminate. If an Event of Default occurs, we may, at our sole election and without notice or demand of any kind, declare this Agreement and any and all other rights granted under this Agreement to be immediately terminated and, except as otherwise provided herein, of no further force or effect. Upon termination, you will not be relieved of any of your obligations, debts, or liabilities under this Agreement, including without limitation any debts, obligations, or liabilities that you accrued prior to such termination.

(b) Other Remedies. If an Event of Default occurs, we may, at our sole election and upon delivery of written notice to you, take any or all of the following actions without terminating this Agreement:

(i) temporarily or permanently reduce the size of the Protected Area, in which event the restrictions on us and our Affiliates under Section 1.4 (Limited Territorial Protection) will not apply in the geographic area that was removed from the Protected Area;

(ii) suspend your right to participate in one or more programs or benefits that the Marketing Fund provides;

(iii) suspend performance of, or compliance with, any of our or our Affiliates' obligations to you under this Agreement or other agreements;

(iv) require the temporary closure of the Restaurant until any defaults are cured and any underlying causes for such defaults are adequately addressed;

(v) suspend or terminate any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(vi) undertake or perform on your behalf any obligation or duty that you are required to, but fails to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty; and/or

(vii) enter the Restaurant's premises and assume the management of the Restaurant or appoint a third party (who may be an Affiliate) to manage the Restaurant in accordance with Section 12.8 (Our Operation of the Restaurant).

(c) Exercise of Other Remedies. Our exercise of our rights under Section 13.3(b) (Other Remedies) will not (i) be a defense for you to our enforcement of any other provision of this Agreement or waive or release you from any of your other obligations under this Agreement, (ii) constitute an actual or constructive termination of this Agreement, or (iii) be our sole or exclusive remedy for your default. You must continue to pay all fees and otherwise comply

with all of your obligations under this Agreement following our exercise of any of these rights. If we exercise any of our rights under Section 13.3(b), we may thereafter terminate this Agreement without providing you with any additional corrective or cure period, unless the default giving rise to our right to terminate this Agreement has been cured to our reasonable satisfaction.

13.4 Default and Termination. The events of default and grounds for termination described in this Section 13 shall be in addition to any other grounds for termination contained elsewhere in this Agreement or otherwise.

14. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, all rights granted under this Agreement to you must terminate, and you must observe and perform the following:

14.1 Cessation of Operation. You must immediately cease to operate the Restaurant and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a current or former franchisee or licensee of us.

14.2 Cessation of use of Intellectual Property. You must immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential methods, customer lists or databases, programs, literature, procedures and techniques associated with the System, the name "Zaxbys", and any other Intellectual Property. In particular, you must cease to use, without limitation, all signs, fixtures, furniture, equipment, promotional, marketing or advertising materials or displays, uniforms, stationery, forms and any other articles which display any of the Marks associated with the System. You must immediately remove or cause to be removed all Marks and modify or alter the Restaurant as may be necessary to a design and color which easily distinguishes the appearance of same from that of other System Restaurants including the following: (i) removal of the stucco arches and keystone or EIFS boxes and false windows, as applicable; (ii) removal of all awnings and shutters; (iii) removal of all gooseneck lamps; (iv) removal of the drive-thru menu ordering canopy; (v) removal of all signs bearing the Marks; and (vi) any other changes which we reasonably require.

14.3 Cancellation of Name. You must take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Marks or any other trademark, trade name or service mark of us, and you must furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

14.4 Our Right to Continue Operations. We may, at our option, immediately enter the premises of the Restaurant and continue to provide services to customers of the Restaurant and apply receipts from such operations to debts owed to us by you. We shall have no other obligations to you in connection with our operation of the Restaurant following said termination.

14.5 Non-usage of Marks. You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks (including our trade dress), either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Marks (including our trade dress) and agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition.

14.6 Prompt Payment Upon Default. You must promptly remit all sums owing to us and our Affiliates and all undisputed amounts owing to any approved vendor or supplier of us. In the event of termination for any default of you, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of the default, which obligation shall give rise to, and remain until paid in full, a lien in favor of us against any and all of the personal property, machinery, fixtures, equipment and inventory owned by you and on the premises of the Restaurant at the time of default.

14.7 Payment of Costs. You must pay to us all damages, costs and expenses (i) arising out of any failure by you to pay when due amounts owed to us, to submit when due any statement, report, information and supporting records, or to otherwise comply with this Agreement and (ii) incurred by us subsequent to the termination or expiration of this Agreement, including obtaining injunctive or other relief for the enforcement of any provision of this Section 14, whether or not we initiate a formal legal proceeding. Such damages, costs and expenses include reasonable accountants', attorneys', arbitrators' and related fees and expenses.

14.8 Return of Materials. You must immediately turn over to us all copies of all materials in your possession relating to the System, including the Manual, all records, files, instructions, correspondence, customer lists and databases, brochures, agreements, disclosure statements and any and all other materials relating to the operation of the Restaurant in your possession, and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement, any correspondence between the Parties and any other documents which you reasonably need for compliance with any provision of law. In addition to the foregoing, you must deliver to us a complete list of all persons employed by you during the three years immediately preceding termination, together with a full and complete copy of all employment files of each employee on such list. All costs of delivering all materials required by this Section 14.8 shall be borne by you.

14.9 Assignment of Identifiers. You immediately shall take all action, or cause your Affiliates or your Owners to take all action, required to cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Restaurant or the Marks (collectively, "**Identifiers**"). You acknowledge that as between you and your Affiliates and us and our Affiliates, we and our Affiliates have the sole right to and interest in all Identifiers. If you fail to comply with this Section 14.9, you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider and all listing agencies to transfer such Identifiers to us. The telephone company, the postal service, registrars, Internet Service Providers and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such Identifiers and our authority to direct their transfer.

14.10 Option to Purchase. We shall have the right, but not the obligation, to purchase any or all of the tangible assets of the Restaurant, including the signs, promotional, marketing or advertising materials or displays, supplies, forms, inventory, software, furniture or other items bearing the Marks, at your cost or fair market value, whichever is less. If the Parties cannot agree on fair market value within a reasonable time, an independent appraiser shall be designated by us to determine by appraisal the fair market value of such tangible assets. If you object to such appraiser's determination, you may retain your own appraiser to determine by appraisal the fair market value of such tangible assets. If we object to the determination of your appraiser, a third appraiser shall be chosen by the first two appraisers (with his costs paid equally by we and you) and the determination made by the third appraiser shall be final and binding. Our election to

purchase provided for herein must be exercised by written notice to you within 30 days after termination or expiration of this Agreement. If we elect to exercise any option to purchase provided herein, we shall have the right to set off all amounts due from you under this Agreement and the cost of the appraisal, if any, against any payment due to you.

14.11 Covenant of Further Assurances. You must execute any legal document that may be necessary to effectuate the termination of this Agreement and shall furnish to us, within 30 days after the effective date of termination, written evidence satisfactory to us of your compliance with the foregoing obligations.

14.12 Compliance with Covenants. You must comply with all applicable covenants contained in Sections 8 (Proprietary Information) and 15 (Noncompete Covenants) of this Agreement.

14.13 Injunctive and Other Relief. You acknowledge that your failure to abide by the provisions of this Section 14 will result in immediate and irreparable harm to us and that our remedy at law for damages will be inadequate. Accordingly, you agree that if you breach any provisions of this Section 14, we are entitled to injunctive relief (including the remedy of specific performance) in accordance with Section 24.5 (Injunctive Relief), in addition to any other remedies available at law or in equity.

15. NONCOMPETE COVENANTS

15.1 Noncompetition During Term. You acknowledge that you will receive valuable, specialized training and confidential information regarding the operational, sales, promotional, and marketing methods of the Zaxbys® concept. During the Term, you and your Owners will not, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person (including any Family Member (as defined in Section 15.3 (Restrictions on Owners' Family Members) or Entity:

(a) own, manage, engage in, be employed by, advise, assist, make loans to, lease to, or have any other interest in (i) any restaurant business with a primary business (other than a System Restaurant) that is the sale of chicken or (ii) any entity that grants franchises or licenses for any restaurant business with a primary business that is the sale of chicken (collectively, each, a "**Competitive Business**") at any location in the United States;

(b) divert or attempt to divert any business or customer or potential business or customer of the Restaurant to any Competitive Business, by direct or indirect inducement or otherwise; or

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

15.2 Noncompetition After Termination, Expiration, or Transfer. The restrictions in Section 15.1 (Noncompetition During Term) shall continue to apply for two years after the expiration or termination of this Agreement or an approved transfer to a new franchisee, except that the restrictions in 15.1(a) and 15.1(b) shall be limited to any Competitive Business that is (or is intended to be) located within a ten-mile radius of the Location or the location of any other System Restaurant that is operating or under development at the time of such expiration, termination, or transfer. With respect to the Owners, the time period in this Section 15.2 will run

from the expiration, termination, or transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first.

15.3 Restrictions on Owners' Family Members. The restrictions in Section 15.1 (Noncompetition During the Term) and Section 15.2 (Noncompetition After Termination, Expiration, or Transfer) shall apply to your Owners' spouses, siblings, parents, and children ("**Family Members**"), except your Family Members may be employed by a restaurant business with a primary business that is the sale of chicken, provided that such Family Members may not hold any managerial position or be engaged in the management of such business. You and your Owners shall be responsible for ensuring that all Family Members are aware of, and do not violate, these restrictions. You acknowledge and agree that (i) you will be held responsible for a violation of this Section 15.3 by a Family Member, which shall be an Event of Default under this Agreement and (ii) these restrictions are reasonable to ensure that your Owners do not indirectly violate these covenants through Family Members and that Family Members who may obtain Proprietary Information cannot use such information to assist a Competitive Business.

15.4 Inapplicability of Restrictions. Section 15.1 and 15.2 shall not apply to the ownership by you or any restricted party of less than a 5% beneficial interest in the outstanding equity securities of any publicly-held corporation.

15.5 Reasonableness and No Undue Hardship. You acknowledge and agree that (i) the time, territory, and scope of the covenants provided in this Section 15 are reasonable and necessary for the protection of our legitimate business interests; (ii) you have received sufficient and valid consideration in exchange for those covenants; and (iii) enforcement of the same would not impose undue hardship on you or your Owners, since you and your Owners have other considerable skills, experience and education which afford you and your Owners the opportunity to derive income from other endeavors.

15.6 Modification of Covenants. You understand and acknowledge that we shall have the right, in our discretion, to unilaterally reduce the scope of any covenant set forth in this Section 15 (Noncompete Covenants), without your consent, effective immediately upon receipt by you of written notice of such modification, and you agree that you will comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 23 (Entire Agreement).

15.7 Enforcement of Covenants. You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Agreement. You agree to pay all costs and expenses (including reasonable attorneys' fees and expenses) incurred by us in connection with the enforcement of the covenants set forth in this Agreement. The period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that any portion of this Section 15 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, then such limitations or restrictions shall be enforced to the maximum extent permitted by law, and you and we hereby expressly consent and agree that the provisions in this Section 15 may be judicially modified accordingly in any proceeding brought to enforce such limitations or restrictions.

15.8 Injunctive Relief. You acknowledge that your violation of the covenants not to compete contained in this Agreement will result in immediate and irreparable harm to us and that our remedy at law for damages will be inadequate. Accordingly, you agree that if you breach any

provisions of this Section 15, we are entitled to injunctive relief (including the remedy of specific performance) in accordance with Section 24.5 (Injunctive Relief), in addition to any other remedies available at law or in equity. You expressly agree that you may be presumed conclusively that any violation of the terms of said covenants not to compete was accomplished by and through your unlawful utilization of the Proprietary Information.

15.9 Covenants of Owners, Spouses, and Employees. The Owners personally bind themselves to this Section 15 by signing this Agreement or the attached Guaranty. We may, in our sole discretion, require you to obtain from your officers, directors, and managers, your Owners' spouses, and other individuals that we may designate executed agreements containing nondisclosure and noncompete covenants similar in substance to those contained in Sections 14 and 15 as we prescribe in the Manual and otherwise. The agreements must be in a form acceptable to us and specifically identify us as having the independent right to enforce them.

16. INDEMNIFICATION

16.1 Indemnification By You. You agree at all times to defend at your own cost, and to indemnify and hold harmless, to the fullest extent permitted by law, us and our Affiliates and our and their respective owners, directors, officers, employees, agents, representatives, successors, and assignees (the "**Indemnified Parties**") from and against, and to reimburse any one or more of the Indemnified Parties for, all Losses (defined below) directly or indirectly arising out of, or relating to, (i) the purchase, lease, or sublease of the Location or any proposed site by you, your Owners, or your Affiliates and any Site Agreements; (ii) the construction, development, or operation of the Restaurant; (iii) any act occurring on or at the premises of the Restaurant or any omission relating to the Restaurant; (iv) your alleged infringement or any violation or alleged violation of any intellectual property rights owned or controlled by third parties; (v) your actual or alleged violation or breach of any contract, Applicable Law, ruling, industry standard, or directive; (vi) libel, slander or any other form of defamation by you; (vii) your actual or alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; (viii) any acts, errors or omissions of you or any of your Affiliates, Owners, officers, directors, managers, agents, or employees; (ix) any action by any customer of the Restaurant; (x) any allegation that we or our Affiliates are a joint employer or otherwise responsible for your acts or omissions relating to your employees; (xi) any acts or omissions of us, our Affiliates, or our designated operator if we temporarily manage the Restaurant in accordance with Section 12.8 (Our Operation of the Restaurant); and (xii) claims alleging either intentional or negligent conduct, acts or omissions by you (or your Affiliates or any of your or their contractors, employees, agents or representatives), or by us or our Affiliates (or any of our or their contractors, employees, agents or representatives), subject to Section 16.3 (Willful Misconduct or Gross Negligence). "**Losses**" means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that an Indemnified Party incurs, including accountants', arbitrators', mediators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

16.2 Indemnification Procedure. You agree to defend each of the Indemnified Parties against any and all claims asserted or inquiries made (formally or informally), or legal actions, investigations, or other proceedings brought, by a third party and directly or indirectly arising out of, or relating to, any matter described in Section 16.1 (Indemnification By You) (collectively, "**Proceedings**"), including those alleging the Indemnified Party's negligence, gross negligence, willful misconduct and/or willful wrongful omissions. Each Indemnified Party may at your expense

defend and otherwise respond to and address any claim asserted or inquiry made, or Proceeding brought, that is subject to this Section 16 (instead of having you defend it as required above), and agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you, and you agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 16. Your obligations in this Section 16 will survive the expiration or termination of this Agreement.

16.3 Willful Misconduct or Gross Negligence. Despite Section 16.1 (Indemnification By You), you have no obligation to indemnify or hold harmless an Indemnified Party for, and we will reimburse you for, any Losses (including costs of defending any Proceeding under Section 16.2 (Indemnification Procedure)) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's willful misconduct or gross negligence, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or employment) or our failure to compel you to comply with this Agreement. However, nothing in this Section 16.3 limits your obligation to defend us and the other Indemnified Parties under Section 16.2.

17. TAXES

17.1 Payment of Taxes. You must promptly pay, when due, all taxes levied or assessed by any federal, state or local tax authority and any and all other indebtedness incurred by you in the operation of the Restaurant. You must pay to us an amount equal to any sales tax, gross receipts tax or similar tax imposed on us with respect to any payments to us required under this Agreement, unless the tax is credited against income tax otherwise payable by us.

17.2 Tax Disputes. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or Applicable Laws; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Restaurant or any improvements thereon.

18. INDEPENDENT CONTRACTOR

18.1 Independent Contractor Relationship. It is understood and agreed by the Parties that this Agreement does not create a fiduciary or other special relationship between them, that you are and shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, affiliate, joint venturer, partner, joint employer, employee or servant of the other for any purpose whatsoever. You must not represent that the relationship between us and you is other than that of franchisor and franchisee.

18.2 No Liability. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party. We do not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will we be obligated for any damages to

any person or property which directly or indirectly arise from or relate to the construction or operation of the Restaurant licensed hereby.

18.3 Notice to Public. During the Term, you must hold yourself out to the public (including public officials and your customers, contractors, vendors, suppliers and others) as an independent contractor operating the Restaurant pursuant to a license from us and as an authorized user of the System and the Marks which are owned by us. You agree to take such affirmative action as may be necessary to do so, including (a) placing a notice on all invoices, order forms, receipts, business cards, stationery, advertising, signs, employment applications, and other materials identifying you as an independent franchisee of us, in such fashion as we may, in our discretion, specify and require, from time to time, in the Manual or otherwise in writing to you; (b) displaying a sign in the area of the front counter of the Restaurant so as to be clearly visible to the public indicating that the Restaurant is an independent franchised business operated by you pursuant to a license from us; (c) maintaining a notice on an employee bulletin board or such other place as we may designate, from time to time, in the Restaurant clearly visible to employees of the Restaurant, identifying the correct name of their employer and clearly stating that neither we nor any of our Affiliates is their employer; and (d) requiring your employees to sign an acknowledgement that neither we nor any of our Affiliates is their employer.

18.4 Responsibilities. Subject to your obligation to comply with System Standards and this Agreement, you acknowledge that you are solely responsible for (i) decisions related to the day-to-day operation of the Restaurant (including managing and controlling maintenance, safety, security, employment matters, and legal compliance), (ii) taking any actions you deem necessary to achieve your business objectives, (iii) all obligations and liabilities of, and for all loss or damage to, the Restaurant and your business, including any personal property or real property, and (iv) all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant.

18.5 Employee Policies. To the extent that the Manual or our guidelines or standards contain employee-related policies or procedures that might apply to your employees, those policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by you. You must determine to what extent, if any, these policies and procedures may be applicable to your operations at the Restaurant. We and you recognize that we neither dictate or control labor or employment matters for franchisees and that you, and not us, are solely responsible for dictating the terms and conditions of employment for your employees including, but not limited to, training, wages, benefits, promotions, hirings and firings, vacations, discipline, supervision, safety, work schedules, and specific tasks. We have no relationship with your employees, and you have no relationship with our employees. Our retention and exercise of the right to inspect or approve certain matters with respect to the Restaurant and its operation and to enforce our rights exists only to the extent required to protect our interest in the System and the Marks. Neither the retention nor the exercise of such rights is for the purpose of establishing any control, or the duty to take control, of any matters which are clearly reserved to you, nor shall they be construed to do so. We have no relationship with your employees and you have no relationship with our employees.

19. APPROVALS AND WAIVERS

19.1 Written Approval. Whenever our approval, confirmation, or consent is required, you must make a timely written request for it and such approval, confirmation or consent must be

obtained in advance and in writing. Unless any approval, confirmation, or consent is specifically stated to be in our discretion, such approval, confirmation or consent must not be unreasonably withheld or delayed. A determination whether an approval, confirmation, or consent is reasonably withheld shall be based on our need to protect our rights under this Agreement and the integrity, value, and reputation of the System. We may, but have no duty to, take your economic or other circumstances into account. Our approval, confirmation, or consent is a grant of permission only and not a representation, warranty, or assurance.

19.2 No Waiver. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit of the term or condition, but such waiver must be in writing. No course of dealing or performance by any party, and no failure, omission, delay, or forbearance by any party, in whole or in part, in exercising any right, power, benefit, or remedy, will constitute a waiver of such right, power, benefit, or remedy. Our waiver of any particular default does not affect or impair our rights with respect to any subsequent default you may commit. Our waiver of a default by another franchisee does not affect or impair our right to demand your strict compliance with the terms of this Agreement. We have no obligation to deal with similarly situated franchisees in the same manner. Our acceptance of any payments due from you does not waive any prior defaults.

20. NOTICES

20.1 Legal Notices. All notices related to defaults, transfers, renewal or non-renewal, termination, and legal disputes ("**Legal Notices**") must be in writing and must be given by one of the following methods of delivery: (i) personally; (ii) by certified or registered mail, postage prepaid; or (iii) by overnight delivery service. Legal Notices to you must be sent to the address set forth on Appendix A. Legal Notices to us must be sent to the following address:

Zaxby's SPE Franchisor LLC
2002 Summit Boulevard NE
Suite 1200
Atlanta, Georgia 30319
Attention: Chief Legal Officer

20.2 Routine Notices. All routine requests for approval related to day-to-day operations (and communications related to such requests) and all notices other than Legal Notices must be in writing and may be communicated (i) by you to us via e-mail to the addresses that we specify and (ii) by us to you to via e-mail to the address that we provide for your Restaurant or the e-mail address specified on Appendix A.

20.3 Additional Notice Information. Either party may change the addresses that it has provided for Legal Notices by giving the other party written notice of the change. All notices will be deemed received the same day when delivered personally or by e-mail and upon attempted delivery when sent by registered or certified mail or overnight delivery service.

21. RELEASE OF PRIOR CLAIMS

By executing this Agreement, you and your Owners, individually and on behalf of your and their Affiliates, heirs, legal representatives, successors, and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever releases and discharges, to the fullest extent allowed by Applicable Laws, us and our Affiliates, and our and their respective shareholders, partners, members and other owners, officers, directors, managers, agents,

representatives, employees, successors and assigns, from any and all claims relating to or arising under any franchise or license agreement or any other agreement between the Parties executed prior to the date of this Agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under franchise, securities or antitrust laws of the United States or of any state or territory thereof, excluding any claims arising from representations in the Franchise Disclosure Document provided to you in the franchise sales process (the "**FDD**") and its exhibits or amendments.

22. ACKNOWLEDGEMENTS

22.1 Truth of Information. The information (including without limitation all personal and financial information) that you and your Owners have furnished or will furnish to us relating to the subject of this Agreement is true and correct in all material respects and includes all material facts necessary to make such information not misleading in light of the circumstances when made.

22.2 Due Authority. This Agreement has been duly authorized and executed by you or on your behalf and constitutes a valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally.

22.3 No Third-Party Beneficiaries. You acknowledge and agree that you are not, nor are you intended to be, a third-party beneficiary of any other agreement to which we are a party. All of our obligations under this Agreement are to you, and no third party shall have the right to claim any of the benefits conferred under this Agreement or to rely on, enforce, or obtain relief for breach of such obligations either directly or by subrogation.

22.4 Terrorist Acts. You acknowledge that under applicable U.S. law, including Executive Order 13224, signed on September 23, 2001 (the "**Order**"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, no person holding any ownership interest in you, controlled by you, or under common control with you are designated under the Order as a person with whom business may not be transacted by us, and that you: (i) do not, and hereafter will not, engage in any terrorist activity; (ii) are not affiliated with and do not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (iii) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

23. ENTIRE AGREEMENT

This Agreement, including all Appendices, exhibits, addenda, schedules and riders to this Agreement, which are all hereby fully incorporated by reference into this Agreement, and any documents referred to in this Agreement constitute the entire, full, and complete agreement between we and you concerning the subject matter of this Agreement and supersede all prior understandings or agreements concerning the same subject matter; provided, however, nothing herein is intended to disclaim the representations made by us in the FDD. No amendment, change, or variance from this Agreement shall be binding on the Parties unless mutually agreed to by the Parties and executed by themselves or their authorized officers or agents in writing. The Manual and any policies that we adopt and implement may be changed by us from time to time unilaterally.

24. DISPUTE RESOLUTION

24.1 Governing Law. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. Section 1, et seq.) (the "**FAA**"). Except to the extent governed by the FAA, this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Georgia. In the event of any conflict-of-law question, the laws of the State of Georgia shall prevail, without regard to the application of Georgia conflict-of-law rules.

24.2 Jurisdiction and Venue. To the fullest extent permitted by Applicable Laws and subject to Section 24.4 (Arbitration), you agree that any action brought by you against we shall be brought in the state courts or in the U.S. District Court of the jurisdiction in which we have our principal place of business at the time such proceeding is commenced, and you waive your right to bring any action against us in any other jurisdiction or venue. Additionally, to the fullest extent permitted by Applicable Laws, you hereby submit to the jurisdiction of such courts, and you waive any right you may have to object to such jurisdiction and venue. Nonetheless, you agree that we may enforce this agreement and any arbitration orders and awards in the courts of any state in which you are domiciled or the Restaurant is located.

24.3 Remedy. No right or remedy conferred upon or reserved by us or you by this Agreement is intended to be, and it shall not be deemed to be, exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

24.4 Arbitration. The Parties agree that all controversies, disputes, or claims between (i) you, your Affiliates, or your Owners, and/or your, your Affiliates', or your Owners' officers, directors, owners, and employees (the "**Franchisee Related Parties**") and (ii) us, our Affiliates, and/or our or our Affiliates' officers, directors, owners, and employees (the "**Franchisor Related Parties**") arising out of, or relating to, (a) this Agreement or any other agreement between we and you, (b) the relationship between we and you, (c) the scope and validity of this Agreement or any other agreement between we and you or any provision of such agreements (including, but not limited to, the validity and scope of the arbitration obligations under this Section 24, which the Parties hereby acknowledge and agree is to be determined by an arbitrator and not a court), or (d) the Restaurant (including contract, tort and statutory claims) shall be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (the "**AAA**"), pursuant to the then-current commercial arbitration rules of the AAA. All proceedings shall be conducted at a suitable location chosen by the arbitrator in the Atlanta, Georgia metropolitan area. All matters relating to arbitration will be governed by the FAA.

(a) Scope of Arbitrator's Relief. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 24.6 (Waiver of Punitive Damages), award any punitive or exemplary damages against either party. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

(b) Arbitration Procedure. You and we agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under Applicable Laws or this Agreement, whichever expires earlier. You and we further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as

the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but shall have no obligation, to advance your share of the cost of any arbitration proceeding in order for such arbitration proceeding to take place and by so doing will not be deemed to have waived or relinquished our right to seek recovery of those costs in accordance with Section 14.7 (Payment of Costs).

(c) Right to Injunctive Relief. Notwithstanding anything to the contrary contained in this Section 24, we and you each have the right in a proper case to bring an action to obtain a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, that the dispute must be contemporaneously submitted for arbitration on the merits as provided in this Section 24.4.

(d) Related Parties. The Franchisee Related Parties and any Franchisor Related Parties shall all be considered third-party beneficiaries of this Section 24.4 and shall be included in the term "we" or "you" in this Section 24.4.

(e) Excepted Disputes. Notwithstanding any provision contained in this Section 24.4, we may bring an action for injunctive relief in any court having jurisdiction to defend or enforce any rights associated with the Marks or any of our proprietary rights, any covenant of nondisclosure of Proprietary Information under this Agreement, and any covenant of noncompetition under this Agreement, in order to avoid irreparable harm to us, our Affiliates or the System as a whole.

24.5 Injunctive Relief. Notwithstanding any provision contained in Section 24.4 (Arbitration), in addition to any other remedies available to us at law, in equity, under this Agreement, or otherwise, we may bring an action for injunctive relief in any court having jurisdiction to defend or enforce any rights associated with the Marks or any of our proprietary rights, any covenant of nondisclosure of Proprietary Information under this Agreement, and any covenant of noncompetition under this Agreement, in order to avoid irreparable harm to us, our Affiliates or the System as a whole. Nothing herein contained shall bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damage under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. We shall not be required to post a bond in excess of $1,000 or other security with respect to obtaining any such equitable relief.

24.6 WAIVER OF PUNITIVE DAMAGES. EXCEPT WITH RESPECT TO YOUR INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 16 (INDEMNIFICATION) AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU EACH WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE ARISING FROM THIS AGREEMENT OR ANY BUSINESS, ACTIVITIES OR OPERATIONS UNDERTAKEN PURSUANT TO THIS AGREEMENT, THE PARTY MAKING A CLAIM SHALL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES SUCH PARTY SUSTAINS (INCLUDING PRE-JUDGMENT INTEREST).

24.7 MUTUAL WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FRANCHISEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY,

ARISING FROM THIS AGREEMENT OR ANY BUSINESS, ACTIVITIES OR OPERATIONS UNDERTAKEN PURSUANT TO THIS AGREEMENT.

24.8 MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. YOU AND WE EACH WAIVE ANY RIGHT TO BRING ANY CLAIMS ON A CLASS-WIDE OR GROUP, REPRESENTATIVE, CONSOLIDATED, JOINT, OR COLLECTIVE BASIS. EACH PARTY MUST BRING ANY CLAIMS AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS AND MAY NOT JOIN ANY CLAIM IT MAY HAVE WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR OTHERWISE PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY. Notwithstanding the foregoing or anything to the contrary in Section 25.4. (Severability) or this Section 24, if any court or arbitrator determines that all or any part of this Section is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 24.4 (Arbitration), then the Parties agree that the arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Section 24.

25. MISCELLANEOUS

25.1 Execution/Counterparts. This Agreement may be executed in any number of counterparts each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all related matters, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, and any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (the E-Sign Act), the Uniform Electronic Transaction Act, and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

25.2 Action by Others. Where you are prohibited by this Agreement from directly taking any action, or where action by you would constitute a breach, you agree that you will not encourage, authorize or permit any other person or Entity, directly or indirectly or under your direct or indirect Control, to take such action.

25.3 Survival. All provisions which as a matter of logic or otherwise, need to continue in force and effect subsequent to and notwithstanding the expiration or termination of this Agreement in order to achieve an intended result, shall continue in full force and effect despite the absence of such specific language with respect to each of them, including Sections 6 (Intellectual Property), 8 (Proprietary Information), 14 (Obligations Upon Termination), 15 (Noncompete Covenants), 16 (Indemnification), and 24 (Dispute Resolution).

25.4 Severability. Each provision of this Agreement is severable from the others. If any provision of this Agreement or any of the documents executed in conjunction with this Agreement is for any reason determined by a court to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind you and us. However, if we determine that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, we, at our option, may terminate this Agreement.

25.5 **Construction**. The headings in this Agreement are for convenience of reference, are not a part of this Agreement, and will not affect the meaning or construction of any of its provisions. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. The words "**include**," "**including**," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

25.6 **Time of Performance**. Time is of the essence for all purposes of this Agreement.

25.7 **Delegation**. We may delegate the performance of any or all of our obligations under this Agreement, and the right to exercise any of our rights under this Agreement, to an Affiliate, manager, agent, independent contractor, or other third party. However, we will remain responsible for ensuring that such obligations are performed in accordance with the terms of this Agreement.

25.8 **Additional Terms; Inconsistent Terms**. The Parties may provide additional terms by including the terms on Appendix A. To the extent that any provisions of Appendix A are in direct conflict with the provisions of this Agreement, the provisions of Appendix A shall control.

[*Signature page to follow*]

IN WITNESS WHEREOF, the Parties hereto have duly executed, sealed and delivered this Agreement as of the Effective Date.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:**
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

APPENDIX A

FRANCHISEE-SPECIFIC TERMS

1. Effective Date:

2. Franchisee's Name:

3. Franchisee's State of Organization and Form of Entity:

4. Ownership of Franchisee (Recital C):

If you are an Entity, the following persons constitute all of the owners of a legal and/or beneficial interest in you:

Name	Address	E-mail Address	Percentage Ownership

5. Designated Principal (Section 1.5(e)):

6. Key Operator (Section 1.5(f)):

7. Initial Franchise Fee (Section 3.1(a)): $

8. Site Selection, Development and Opening Deadlines (Section 4):

If you are developing the Restaurant pursuant to a Development Agreement, the following deadlines shall be identical to the deadlines set forth in the Development Agreement's Development Schedule. If these deadlines are extended subject to the terms and conditions of the Development Agreement, then the extended deadlines set forth in the revised Development Schedule shall apply.

Real Estate Committee Approval Deadline	
Construction Commencement Deadline	
Opening Deadline	

9. Franchisee's Contact Information for Notices (Section 20):

Street Address	
E-mail Address for Routine Notices	

10. Additional Terms; Inconsistent Terms *(if any)* (Section 25.8):

[Signature Page to Franchisee-Specific Terms]

FRANCHISOR:
ZAXBY'S SPE FRANCHISOR LLC

By: _____
Name: Michael Mettler
Title: Chief Development Officer

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

APPENDIX A-1

LOCATION AND PROTECTED AREA SCHEDULE

(to be completed after site selection and acceptance)

1. Location (Section 4.1): The Location of the Restaurant is:

_____

_____

2. Protected Area (Section 1.4(a)): _____

_____

_____

Zaxby's SPE Franchisor LLC agrees that, effective on the date specified below, **(i)** the address listed above is hereby accepted by us as the Location pursuant to Section 4.1(Site Selection) of this Agreement; and **(ii)** the area listed above shall be the Protected Area of this Agreement pursuant to Section 1.4(a) (Definition of Protected Area) of this Agreement.

By signing below, Franchisee acknowledges and agrees that the Location and Protected Area have been added to the Agreement.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____
Date: _____	

APPENDIX B

MARKS

Mark	Registration Number	Registration Date
ZAXBY'S	2,487,337	9/11/2001
ZAXBY'S	4,568,225	7/15/2014
	5,055,428	10/4/2016
	4,090,478	1/02/2012
	2,868,595	8/3/2004
ZAXBYS	7,655,658	01/14/2025
	7,655,374	01/14/2025

APPENDIX C

LEASE RIDER

THIS LEASE RIDER (this "**Rider**") is made and entered into this ____ day of _____ _____, 20__ (the "**Effective Date**"), by and between _____ ("**Landlord**"), and _____ ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant executed a lease agreement dated _____, 20__ (the "**Lease**"), for the premises located at _____ (the "**Premises**"), for use by the Tenant as a Zaxbys® restaurant ("**Restaurant**") to be operated pursuant to a written Franchise Agreement that is in effect as of the Effective Date by and between Zaxby's SPE Franchisor LLC, a Delaware limited liability company ("**Franchisor**") and Tenant, including all amendments and successor agreements to such franchise agreement (collectively, the "**Franchise Agreement**");

WHEREAS, pursuant to the Franchise Agreement, Franchisor requires that Landlord and Tenant enter into this Rider to among other things, provide Franchisor with the opportunity to preserve the Premises as a Restaurant; and

WHEREAS, Landlord and Tenant agree to modify the Lease in accordance with the terms and conditions of this Rider.

In consideration of the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. Use Clause. The Premises shall be used for the operation of a restaurant identified by the mark ZAXBY'S®, ZAXBYS® or any other Mark (as defined below) designated by the terms of the Franchise Agreement. Landlord represents and warrants that (a) such use shall not violate any of Landlord's other leases or agreements, (b) the Premises has no existing building code violations, and (c) the Premises is properly zoned for its intended use.

2. Use of Marks. Landlord hereby expressly grants to Tenant the right to display on the Premises the trade names, services marks, trademarks, logos, and trade dress specified by Franchisor for use to identify a Zaxbys restaurant from time to time (the "**Marks**"), subject only to applicable laws.

3. Franchisor's Right to Assume Lease.

a. After Uncured Defaults Under the Lease. If Tenant fails to cure any defaults under the Lease within the period specified in the Lease, Landlord shall promptly give Franchisor written notice of the uncured defaults and shall not pursue any other rights and remedies it may have pursuant to the Lease. Within 30 days from the date it receives such notice, Franchisor shall have the right, but not the obligation to: (a) cure or satisfy any default by Tenant under the Lease; or (b) unilaterally assume the Lease. If Franchisor fails to exercise such rights on or before the expiration of such 30-day period, Landlord may pursue any rights and remedies which it may have pursuant to the Lease.

b. After Non-renewal or Termination of the Lease. If Tenant allows the Lease to expire without exercising any included term renewals or extensions or provides notice of its intent to terminate or not renew the Lease, Landlord shall give Franchisor written notice of such event. Within 30 days from the date it receives such notice, Franchisor shall have the right to unilaterally assume the Lease and, if applicable, exercise the Tenant's renewal or extension right(s) on the same terms and conditions as are contained in the Lease.

c. After Termination or Expiration of Franchise Agreement. If the Franchise Agreement expires or is terminated for any reason during the term (or any renewal term) of the Lease, Franchisor shall have the right, but not the obligation, to unilaterally assume the Lease.

d. Assumption of Lease. If Franchisor is eligible to unilaterally assume the Lease, it shall provide written notice to Landlord in order to exercise its right (the "**Franchisor Notice**"). The assumption shall be effective on the date of the Franchisor Notice or such date specified in the Franchisor Notice (which must be within the 30-day period after the Landlord's notice) (the "**Assumption Date**"). Beginning on the Assumption Date:

i. Franchisor shall become the tenant under the Lease, with all rights and obligations of the tenant under the Lease;

ii. Tenant shall have no further right, title, or interest in the Lease or the Premises but will remain solely liable to Landlord for liabilities or obligations under the Lease accruing or applicable to the period before the Assumption Date;

iii. Tenant shall peaceably and promptly vacate the Premises and (subject to Franchisor's right to acquire any such property pursuant to the Franchise Agreement) remove its personal property from the Premises with any remaining property being deemed to be abandoned;

iv. Franchisor shall have the right to take possession of the Premises and expel Tenant from the Premises without being guilty of trespass, forcible entry or detainer, or other tort;

v. Franchisor shall have the right to directly operate the Restaurant at the Premises, in which case there will be no franchise agreement, and/or to assign or sublet the Lease to an affiliate or third-party franchisee to operate the Restaurant at the Premises;

vi. All rents and obligations under the Lease shall be prorated as of the Assumption Date; and

vii. Landlord and Franchisor shall execute and deliver any agreements necessary to document the Franchisor's assumption of the Lease.

4. Alterations. Landlord acknowledges that Tenant may be required, from time to time, pursuant to the Franchise Agreement to make such alterations, remodeling, or improvements as may be necessary to modernize the Premises to the then-current standards and specifications of Franchisor, and Landlord hereby consents to the making by Tenant or Franchisor of any such alterations, remodeling, or improvements.

5. De-identification. Landlord agrees that upon termination or expiration of the Lease or upon termination or expiration of the Franchise Agreement without Franchisor exercising its

rights to assume the Lease, Tenant and Franchisor shall each have the right to remove or cause to be removed all Marks and modify or alter all buildings, improvements, and fixtures as may be necessary to a design and color which easily distinguishes the appearance of same from that of other Zaxby's® restaurants. Any actions or work undertaken pursuant to the provisions of this paragraph shall be at the sole cost and expense of Tenant (provided, however, if such actions or work are undertaken by Franchisor, then Franchisor shall pay the cost and expense of same and be reimbursed by Tenant) and shall be performed in a lien-free manner. Any damage to the Premises directly resulting from such actions or work shall be repaired by the party (Tenant or Franchisor) which undertakes such actions or work at their sole cost and expense. This Section 5 shall survive termination of the Lease.

6. Amendment of Lease. Landlord and Tenant may not modify or amend the Lease or this Rider in any respect which may adversely affect the rights of Franchisor, its successors, and its assigns as third-party beneficiaries under the Lease without the prior written consent of Franchisor, which consent may be withheld or conditioned by Franchisor in its sole and absolute discretion. Any such modification or amendment made without Franchisor's consent shall not be valid or binding against Franchisor or its assignee.

7. Franchisor Not a Guarantor. Landlord acknowledges and agrees that Franchisor shall in no way be construed as a guarantor or surety of the Tenant's obligations under the Lease. Franchisor shall have no liability or obligation to the Landlord under the Lease unless and until it assumes or is assigned the Lease.

8. Reaffirmation of Lease. The terms and conditions contained in this Rider modify, supplement, and are incorporated into the Lease. Except as amended or modified in this Rider, all of the terms, conditions and covenants of the Lease remain in full force and effect. Whenever any inconsistency or conflict exists between the Lease and this Rider, the terms of this Rider shall prevail. All references to the Lease shall be interpreted to include this Rider.

9. Assignment and Subletting. Notwithstanding anything set forth in the Lease to the contrary, Tenant shall have the right to assign the Lease or any interest in the Lease, or sublet all or any portion of the Premises, without the consent of Landlord, to (a) any bona fide franchisee of Franchisor or its affiliates; or (b) Franchisor or any successor to or affiliate of Franchisor. For all other assignments or sublets of the Lease, Tenant must obtain both Landlord's and Franchisor's written consent. Landlord agrees that Tenant shall be released from any and all liability under the Lease as of the date of its assignment to a third party in accordance with the terms of the Lease or this Rider.

10. Renewal or Assignment. In the event Tenant renews the Franchise Agreement or assigns the Lease to a third party pursuant to Section 9, at the request of Tenant, Landlord agrees to execute a replacement rider upon substantially similar terms.

11. Subordination. Landlord will subordinate its interest in Tenant's equipment to any lender financing such equipment, and Landlord will further cooperate in executing all required documents to recognize such subordination.

12. Notices. In addition to the other notices specified in this Rider, Landlord shall promptly send to Franchisor copies of all notices of default, non-renewal, or termination it gives to the Tenant concurrently with giving such notices to Tenant. All notices, demands, requests and other communications under the Lease shall be made in writing and sent by reputable overnight delivery service or registered or certified mail (postage prepaid) (a) to Franchisor at

2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319, Attention: General Counsel and (b) to Tenant or Landlord at the addresses specified in the Lease. Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord and Tenant may change their address for receiving notice by giving Franchisor and the other party written notice of the new address.

13. Third-Party Beneficiary and Non-waiver. The parties acknowledge that Franchisor, its successors, and its assigns shall be deemed third-party beneficiaries of the Lease. Failure of such third-party beneficiaries to enforce or exercise any of their rights under the Lease shall not constitute a waiver of such rights or a waiver of any subsequent enforcement or exercise of their rights under the Lease.

14. Miscellaneous. Subject to the terms of this Rider, the Lease may be further amended only in writing signed by Landlord and Tenant. This Rider shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, successors, assigns and legal representatives. If any provision of this Rider or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Rider and the remainder of this Rider shall remain in full force and effect according to the terms of the remaining provisions or part of provisions hereof. The rights and remedies created herein shall be deemed cumulative and no one of such rights or remedies shall be exclusive at law or in equity of the rights and remedies which Franchisor may have under this or any other agreement. This Rider shall be governed by and construed in accordance with the laws of the State in which the Premises are located. If any action is instituted by any party to enforce any provision of this Rider, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred in connection with such action.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed the day and year first above written.

LANDLORD:	**TENANT:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

APPENDIX D

GUARANTY, NON-DISCLOSURE, AND NONCOMPETE AGREEMENT

In order to induce Zaxby's SPE Franchisor LLC ("**Franchisor**") to enter into and to continue to maintain a Zaxbys® Franchise Agreement by and between Franchisor and _____ ("**Franchisee**") dated _____ for a Zaxbys franchise located in _____ (the "**Franchise Agreement**"), the undersigned (collectively referred to as the "**Guarantors**" and individually referred to as a "**Guarantor**") have executed this guaranty (the "**Guaranty**") and covenant and agree as follows:

1. Defined Terms. All references to "Franchisor" in this Guaranty shall be deemed to include its Affiliates, its successors, and its assigns. All references to the "Franchise Agreement" in this Guaranty shall include all extensions, renewals, or modifications to such agreement. All capitalized terms not defined herein shall have the meanings given to them in the Franchise Agreement.

2. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee the full, prompt, and complete payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Franchise Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the "**Guaranteed Liabilities**"). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so.

3. Independent Obligations. The obligations of the Guarantors are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against Franchisee or whether Franchisee is joined in any such action.

4. Enforcement Costs. If Franchisor (a) engages legal counsel in connection with any failure by any Guarantor to comply with this Guaranty or (b) is required to enforce this Guaranty in a judicial or arbitration proceeding and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

5. Right to Bind. If the Franchisee is an Entity, (a) Franchisor shall not be obligated to inquire into the power or authority of Franchisee or its officers, directors, agents, managers, representatives, employees or other persons of Entities acting or purporting to act on Franchisee's behalf and (b) any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed under this Guaranty. Where the Guarantors are Entities, it shall be conclusively presumed that (i) the Guarantors and all shareholders, partners, members and other owners of such Entities, and all officers, directors, agents, managers, representatives, employees or other persons of Entities acting on their behalf, have the express authority to bind such Entities, (ii) such Entities have the express power to act

as the Guarantors pursuant to this Guaranty, and (iii) such action directly promotes the business and is in the interest of such Entities.

6. Right to Enforce. This Guaranty is primary and not secondary and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guaranty will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

7. Term. This Guaranty will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of the date when (i) all Guaranteed Liabilities of Franchisee to Franchisor and its Affiliates have been paid and satisfied in full or (ii) the Franchise Agreement and all obligations of Franchisee under such agreement expire.

8. Waivers by Guarantors. The Guarantors each further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including, without limitation: (a) notice of acceptance hereof; (b) notice of all contracts and commitments; (c) notice of the existence or creation of any liabilities under the Franchise Agreement and of the amount and terms thereof; and (d) notice of all defaults, disputes, or controversies between Franchisee and Franchisor resulting from or arising out of the Franchise Agreement or otherwise, and any resulting settlements, compromises, or adjustments.

9. No Waiver. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

10. Successors and Assigns. This Guaranty shall be enforceable by and against the respective administrators, executors, heirs, successors, and assigns of the Guarantors. The death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors under this Guaranty.

11. Non-Disclosure Covenant. Each of the Guarantors agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 8 (Proprietary Information) of the Franchise Agreement, including those related to the non-disclosure and protection of Proprietary Information, as though each such Guarantor were the "Franchisee" named in the Franchise Agreement.

12. Noncompete Covenant. Each of the Guarantors agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 15 (Noncompete Covenants) of the Franchise Agreement, including both the in-term and post-term noncompete, as though each such Guarantor were the "Franchisee" named in the Franchise Agreement. Each of the Guarantors acknowledges the restrictions imposed on their Family Members (as defined in the Franchise Agreement) in Section 15 of the Franchise Agreement and agrees that they shall be responsible for ensuring that such Family Members do not violate such restrictions.

13. Other Covenants. Each of the Guarantors agrees to personally comply with, and personally be liable for the breach of, Sections 6 (Intellectual Property), 8 (Proprietary Information), 9 (Accounting, Inspections and Records), 12 (Transfers), 16 (Indemnification), 19.2

(No Waiver), 21 (Release of Prior Claims), 24 (Dispute Resolution), and 25.3 (Survival) of the Franchise Agreement as though each such Guarantor were the "Franchisee" named in the Franchise Agreement. Each of the Guarantors will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

14. Dispute Resolution. Section 24 (Dispute Resolution) of the Franchise Agreement is hereby incorporated by reference and will be applicable to any and all disputes between Franchisor and any of the Guarantors, as though the Guarantors were the "Franchisee" referred to in the Franchise Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Guaranty as of _____.

_____
INSERT EIO#1
Home Address:

_____
_____
E-mail Address:
Business Telephone:
Date: _____

_____
INSERT EIO#2
Home Address:

_____
_____
E-mail Address:
Business Telephone:
Date: _____

_____
INSERT EIO#3
Home Address:

_____
_____
E-mail Address:
Business Telephone:
Date: _____

_____
INSERT EIO#4
Home Address:

_____
_____
E-mail Address:
Business Telephone:
Date: _____

APPENDIX E

KEY OPERATOR NON-DISCLOSURE AND NONCOMPETE AGREEMENT

In order to induce Zaxby's SPE Franchisor LLC ("**Franchisor**") to enter into and to continue to maintain a Zaxbys® Franchise Agreement by and between Franchisor and _____ ("**Franchisee**") dated _____ for a Zaxbys franchise located in _____ (the "**Franchise Agreement**"), the undersigned (referred to as the "**Key Operator**") has executed this Non-Disclosure and Noncompete Agreement (the "**Agreement**") and covenants and agrees as follows:

1. Defined Terms. All references to "Franchisor" in this Agreement shall be deemed to include its Affiliates, its successors, and its assigns. All references to the "Franchise Agreement" in this Agreement shall include all extensions, renewals, or modifications to such agreement. All capitalized terms not defined herein shall have the meanings given to them in the Franchise Agreement.

2. Intentionally Reserved.

3. Independent Obligations. The obligations of the Key Operator are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against the Key Operator, whether or not actions are brought against Franchisee or whether Franchisee is joined in any such action.

4. Enforcement Costs. If Franchisor (a) engages legal counsel in connection with any failure by Key Operator to comply with this Agreement or (b) is required to enforce this Agreement in a judicial or arbitration proceeding and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

5. Right to Bind. If the Franchisee is an Entity, (a) Franchisor shall not be obligated to inquire into the power or authority of Franchisee or its officers, directors, agents, managers, representatives, employees or other persons of Entities acting or purporting to act on Franchisee's behalf and (b) any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed under this Agreement.

6. Right to Enforce. This Agreement is primary and not secondary and will be enforceable without Franchisor having to proceed first against Franchisee. This Agreement will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

7. Term. This Agreement will be irrevocable, absolute, and unconditional and will remain in full force and effect as to Key Operator until the Franchise Agreement and all obligations of Franchisee under such agreement expire.

8. Intentionally Reserved.

9. No Waiver. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

10. Successors and Assigns. This Agreement shall be enforceable by and against the respective administrators, executors, heirs, successors, and assigns of the Key Operator. The death of any Key Operator shall not terminate the liability of such Key Operator under this Agreement.

11. Non-Disclosure Covenant. Key Operator agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 8 (Proprietary Information) of the Franchise Agreement, including those related to the non-disclosure and protection of Proprietary Information, as though Key Operator were the "Franchisee" named in the Franchise Agreement.

12. Noncompete Covenant. Key Operator agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 15 (Noncompete Covenants) of the Franchise Agreement, including both the in-term and post-term noncompete, as though Key Operator were the "Franchisee" named in the Franchise Agreement. The Key Operator acknowledges the restrictions imposed on its Family Members (as defined in Section 15 of the Franchise Agreement) and agrees that they shall be responsible for ensuring that such Family Members do not violate such restrictions.

13. Other Covenants. Key Operator will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

14. Dispute Resolution. Section 24 (Dispute Resolution) of the Franchise Agreement is hereby incorporated by reference and will be applicable to any and all disputes between Franchisor and Key Operator, as though the Key Operator were the "Franchisee" referred to in the Franchise Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement as of the _____.

_____
Insert Key Operator Name
Home Address:
_____
_____
E-mail Address: _____
Business Telephone: _____
Date: _____

Acknowledged and agreed to _____.

_____
Insert DP Name

APPENDIX F

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS (ACH DEBITS)

Entity Name _____

Physical Address of Restaurant _____

Restaurant City _____ State and Zip Code _____

Bank Name _____Bank Phone _____

Bank Mailing Address _____

Bank City _____ State and Zip Code _____

Bank Routing Number _____Bank Account Number _____

I hereby authorize Zaxby's SPE Franchisor LLC and its affiliates, including, without limitation, Zaxby's Franchising, LLC, Zaxby's Operating Company L.P., Zaxby's National Marketing Fund, Inc., Zaxby's Multi-DMA Advertising Association, Inc., and Zaxby's Properties LLC (collectively, the "Zaxbys Entities"), to (a) initiate debit and credit entries to draft from, and post to, the above bank account for any royalty, marketing, and technology fees and any amounts owed or due in connection with any loyalty or promotional programs in which I participate, on a weekly basis, (b) initiate debit entries for all other fees or payments due under any Franchise Agreements, Development Agreements, Accounting Services Agreements, or other related agreements between the entity listed above and any Zaxbys Entities, and (c) initiate, if necessary, credit entries and adjustments for any debit entries in error to the account referenced above.

Name _____

(Name must appear on signature card of account referenced above)

Signature _____ Date _____

ATTACH VOIDED CHECK HERE

Send completed document to zaxar@zaxbys.com

EXHIBIT B
TO THE FDD

DEVELOPMENT AGREEMENT

ZAXBYS DEVELOPMENT AGREEMENT

Developer: _____

Development Area: _____

DA #: _____

TABLE OF CONTENTS

Page

1. Grant of Development Rights and Development Area. 1
2. Fees. 1
3. Development Obligations....2
4. Development Area....4
5. Term....4
6. Termination. 5
7. Assignment....6
8. Noncompete Covenants. 6
9. Incorporation of Other Terms....6
10. Indemnification. 6
11. Owners and Guaranty. 7
12. Miscellaneous....7

Appendix A – Franchisee-Specific Terms
Appendix B – Form of Franchise Agreement
Appendix C – Guaranty, Non-Disclosure, and Noncompete Agreement

ZAXBYS DEVELOPMENT AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and entered into as of the date set forth on Appendix A of this Agreement (the "**Effective Date**") (Appendix A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) between ZAXBY'S SPE FRANCHISOR LLC, a Delaware limited liability company, whose principal place of business is 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319 ("**Franchisor**"), and the person or entity identified on Appendix A as the franchisee ("**Franchisee**") with its principal place of business as set forth on Appendix A. In this Agreement, "**we,**" "**us,**" and "**our**" refers to Franchisor. "**You**" and "**your**" refers to Franchisee.

RECITALS

A. We and you have entered into a certain Franchise Agreement dated the same date as this Agreement (the "**Initial Franchise Agreement,**" the form of which is attached as Appendix B of this Agreement), in which we have granted you the right to establish and operate one ZAXBYS® restaurant operating under the Marks and the System (as each term is defined in the Initial Franchise Agreement) (a "**Restaurant**").

B. We desire to grant to you the exclusive right to establish and operate multiple Restaurants within a specified geographical area in accordance with a development schedule.

C. If you are a corporation, limited liability company, partnership, or other entity (collectively, an "**Entity**"), all of your owners of a legal and/or beneficial interest in the Entity (the "**Owners**") are listed on Appendix A of this Agreement (Appendix A and all other appendices hereto being hereby incorporated herein by reference).

D. You desire to establish and operate additional Restaurants upon the terms and conditions contained in our then-current standard franchise agreements (a "**Franchise Agreement**"), except that the initial franchise fee due under each Franchise Agreement shall be the initial franchise fee specified on Appendix A of this Agreement (the "**Franchise Fee**").

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Development Rights and Development Area.

Subject to the terms and conditions of this Agreement, we grant to you the right, and you undertake the obligation, to establish and operate in the area designated on Appendix A to this Agreement (the "**Development Area**") the number of Restaurants specified in the Development Schedule in Appendix A (the "**Development Schedule**"). This Agreement does not grant you any right to use the Marks or the System. Rights to use the Marks and the System are granted only by the Franchise Agreements.

2. Fees.

Upon execution of this Agreement, you must pay us a development fee in the amount specified on Appendix A (the "**Development Fee**"), which is equal to 50% of the aggregate Franchise Fees due for the number of Restaurants that you commit to develop. The Development Fee will be credited towards 50% of the Franchise Fee due under each Franchise Agreement for

each Restaurant that you develop pursuant to this Agreement. Upon signing each Franchise Agreement (including the Initial Franchise Agreement), the remaining 50% of the Franchise Fee for such Franchise Agreement will be due. The Development Fee is fully earned by us when we and you sign this Agreement and is non-refundable, even if you do not comply with the Development Schedule.

3. Development Obligations.

3.1 Development of Restaurants.

(a) Initial Restaurant. You must sign your Initial Franchise Agreement at the same time that you sign this Agreement and comply with the site selection procedures set forth in Section 4.1 of the Initial Franchise Agreement.

(b) Subsequent Restaurants.

1. Execution of Franchise Agreement. For each additional Restaurant that you have the right to develop in accordance with the Development Schedule, you must sign our then-current Franchise Agreement (except the initial franchise fee due shall be the Franchise Fee specified in this Agreement) before you may execute a lease, sublease, or purchase agreement intended for a Restaurant site ("**Site Agreement**"). We will not be obligated to offer you a Franchise Agreement for a Restaurant unless:

A. you comply with the site selection procedure specified in Section 4.1 (Site Selection) of the Initial Franchise Agreement or, at our option, our then-current form of Franchise Agreement and obtain our written approval of the site;

B. you provide us with updated financial statements and other information about your operations that we reasonably request and we, in our reasonable discretion, determine that you and any Affiliated Entities (as defined below in Section 3.3 (Affiliate-Owned Restaurants)) continue to have the financial and operational capacity that we deem necessary to develop and operate an additional Restaurant in accordance with the System Standards; and

C. you are in Good Standing (as defined in the Initial Franchise Agreement).

2. Delays in Providing Franchise Agreement. You acknowledge and agree that, if required by applicable laws, we may require you to review a copy of our then-current Franchise Disclosure Document, return a signed and dated receipt, and wait 14 days before signing our then-current Franchise Agreement. If (i) you have satisfied the conditions in Section 3.1(b)(1) and (ii) we are unable to promptly deliver a required Franchise Disclosure Document (due to any lapse or expiration of our franchise registration, because we are in the process of amending such documents or registration, or for any other reason), we will, (a) if such delay causes you to be unable to execute a Franchise Agreement by a Real Estate Committee Approval Deadline, adjust the Real Estate Committee Approval Deadline, Construction Commencement Deadline and/or Opening Deadline (each

as defined in Section 3.2 Deadlines below) for that particular Restaurant to take into consideration the date on which we were able to provide you with a Franchise Disclosure Document and, (b) if such delay will likely cause you to lose your ability to acquire the approved site, permit you to execute a lease, sublease, or purchase agreement for such Restaurant site, provided that you must sign the Franchise Agreement prior to commencing construction of the Restaurant.

(c) Construction and Development. After signing a Franchise Agreement for a Restaurant, you must procure and maintain, or cause your general contractor to procure and maintain, the required insurance coverages for the Restaurant and construct, develop, and operate the Restaurant in accordance with such Franchise Agreement.

(d) Deadlines. You must enter into Franchise Agreements and open and operate Restaurants in accordance with the deadlines set forth in the Development Schedule as described below.

(e) Real Estate Committee Approval Deadline. By each "**Real Estate Committee Approval Deadline**" specified in the Development Schedule for each Restaurant, you must locate a site for the Restaurant, obtain our written approval of the site which may be subject to our then-current Impact Policy, as published in the Manual, obtain our written approval of the form of proposed Site Agreement, which must contain any provisions that we may reasonably require, and have delivered to us the remaining 50% of the Franchise Fee due under the Franchise Agreement and a signed copy of our then-current standard form of Franchise Agreement.

(f) Construction Commencement Deadline. By each "**Construction Commencement Deadline**" specified in the Development Schedule for each Restaurant, you must have executed the Site Agreement, obtained our acceptance of your Restaurant plans, obtained our required insurance coverage and all required construction permits; and have commenced construction of the Restaurant.

(g) Opening Deadline. By each "**Opening Deadline**" specified in the Development Schedule for each Restaurant, you must have opened the Restaurant and you must have the specified minimum number of Restaurants open and operating. We and you agree that time is of the essence in the construction and opening of the Restaurants.

3.2 Affiliate-Owned Restaurants. At your request, the Franchise Agreement for any Restaurant in the Development Area may be signed by an Entity formed by you to develop and operate the Restaurant (an "**Affiliated Entity**") (and shall count as one of your Restaurants for the purpose of satisfying the Development Schedule), provided all of the following conditions are met: (a) you own at least 51% of the voting securities of a corporate Affiliated Entity, at least 51% of the membership interests in a limited liability company Affiliated Entity, or all of the general partnership interests of a partnership Affiliated Entity; (b) the Affiliated Entity conducts no business other than the operation of one or more of the Restaurants and meets our then-current criteria for Zaxbys® franchisees; (c) you and all of your Owners sign a personal guaranty and agree to assume full and unconditional liability for, and agree to perform, all obligations, covenants and agreements contained in the Franchise Agreement; and (d) all owners of voting securities of a corporate Affiliated Entity, membership interests of a limited liability company Affiliated Entity, or partnership interests of a partnership Affiliated Entity possess a good moral character, as

determined by us in our sole discretion, and you provide to us all reasonably requested information to permit us to make such a determination.

4. Development Area.

4.1 Development Area. Except as provided in this Section 4.1, while this Agreement is in effect, provided that an Event of Default has not occurred, we will not develop and/or operate, or license any person or Entity other than you to develop and/or operate, a Restaurant (other than a Non-Traditional Outlet (as defined in the Initial Franchise Agreement)) within the Development Area. Notwithstanding the foregoing, we may permit (a) an existing Restaurant within the Development Area to relocate to another location within the Development Area in accordance with our then-current relocation policy or (b) a Restaurant within the Development Area that closed due to a Destruction Event to reopen within the Development Area.

4.2 No Other Restriction On Us. Except as expressly provided in Section 4.1 or any other agreement between the parties, we and our Affiliates retain the right, in our sole discretion, to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Restaurants. For example, without limitation, we and our Affiliates have the right to:

(a) establish, or license others to establish, (i) Restaurants anywhere outside of the Development Area, (ii) restaurants under marks other than the Marks inside or outside the Development Area, and/or (iii) Non-Traditional Outlets inside or outside the Development Area;

(b) offer or sell, or license others to offer or sell, any products (including pre-packaged food products or ingredients) or services using the Marks or other marks through any alternative distribution channels, including through e-commerce, mail order, catalog, delivery, catering, or grocery, convenience, mass merchandise, drug, or other non-restaurant retail stores inside or outside the Development Area;

(c) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Development Area; and

(d) acquire, be acquired by, or merge with other companies with existing restaurants or food businesses anywhere (including inside or outside of the Development Area) and, even if such businesses are located in the Development Area and offer competing products or services, (i) convert the other businesses to the Zaxbys® name or (ii) permit the other businesses to continue to operate under another name.

5. Term.

Unless this Agreement is terminated sooner as provided in other sections of this Agreement, this Agreement expires at midnight on the earlier of (i) the last Opening Deadline date listed on the Development Schedule or (ii) the opening of the last Restaurant to be developed pursuant to the Development Schedule (the "**Expiration Date**"). If (a) this Agreement expires and is not terminated and (b) as of the Expiration Date, you have opened the number of Restaurants required under the Development Schedule, we will not develop and/or operate, or license any person to develop and/or operate, additional Restaurants within the Development Area until the first anniversary of the Expiration Date. Except as stated in the previous sentence, upon the expiration or termination of this Agreement, we and our affiliates may develop and/or operate, or

license any person to develop and/or operate additional Restaurants anywhere, including in the Development Area, without restriction.

6. Termination.

6.1 Events of Default. Any one or more of the following constitutes an "**Event of Default**" under this Agreement:

(a) You fail to pay any Franchise Fee or execute any Franchise Agreement by any Fee and Site Selection Deadline specified in the Development Schedule;

(b) You fail to meet the Real Estate Committee Approval Deadline, Contruction Commencement Deadline, Opening Deadline and/or fail to have operating the minimum number of Restaurants specified in the Development Schedule;

(c) You, your Owners, or your Affiliates breach or commit a default under any Related Agreement (as defined in the Initial Franchise Agreement) and (i) such default is incurable or (ii) you fail to cure such breach or default in the applicable cure period, regardless of whether we terminate such agreement;

(d) We, our Affiliates, or our approved vendors terminate any Related Agreement for cause;

(e) We, in our reasonable discretion, determine that you and any Affiliated Entities, as a result of a material change in your financial condition or your operations, do not have the financial and operational capacity that we deem necessary to develop and operate Restaurant in accordance with System Standards and the Development Schedule; or

(f) You, your Owners, or your Affiliates breach or otherwise fail to comply fully with any other provision contained in this Agreement, including Section 8 (Noncompete Covenants).

6.2 Our Remedies.

(a) If any Event of Default occurs under Section 6.1, we may, at our sole election, declare this Agreement and any and all other rights granted to you under this Agreement to be immediately terminated and of no further force or effect. Upon termination of this Agreement for any other reason whatsoever, we will retain the Development Fee and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities which have accrued prior to such termination. Your failure to open and thereafter operate Restaurants in accordance with the Development Schedule will not, in itself, constitute cause for us to terminate any previously executed Franchise Agreement.

(b) If any Event of Default occurs under Section 6.1, in lieu of termination, we may at our option, and in our discretion, unilaterally modify the Development Area and/or modify the Development Schedule to decrease the number of Restaurants allowed to be developed under this Agreement by written notice to you, and such modification shall be effective immediately upon receipt of such written notice from us to you. If we reduce your

Development Area or your Development Schedule due to an Event of Default, we will not be obligated to refund any portion of the Development Fee to you.

7. Assignment.

This Agreement and the rights granted to you under this Agreement are personal to you and neither this Agreement, nor any of the rights granted to you hereunder nor any controlling Equity Interest in you may be voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, assigned or otherwise transferred, given away, or encumbered by you without our prior written approval, which we may grant or withhold for any or no reason. As a condition of approving an assignment, we may require you or the transferee to comply with any conditions that we specify, including payment of a transfer fee, as set forth in the Manual, and execution of a general release. If you or your Owners intend to transfer any interest in you or this Agreement, we shall have a right of first refusal in accordance with the procedure set forth in Section 12.5 (Our Right of First Refusal) of the Initial Franchise Agreement. We may assign this Agreement or any ownership interests in us without restriction.

8. Noncompete Covenants.

You acknowledge that you will receive valuable, specialized training and confidential information regarding the manufacturing, operational, sales, promotional, and marketing methods of the Zaxbys® concept. Section 15 (Noncompete Covenants) of the Initial Franchise Agreement is hereby incorporated by reference and shall apply under this Agreement to you, your Owners, and Family Members (as defined in the Initial Franchise Agreement), except the post-term noncompete covenant in Section 15.2 (Noncompetition After Termination, Expiration, or Transfer) of the Initial Franchise Agreement shall apply to any Competitive Business that is located within a ten-mile radius of (i) the Development Area and/or (ii) the location of any other System Restaurant that is operating or under development at the time of such expiration, termination, or transfer. The Owners personally bind themselves to this Section 8 by signing our then-current form of Guaranty, Non-Disclosure, and Noncompete Agreement, the current form of which is attached as Appendix C to this Agreement.

9. Incorporation of Other Terms.

Section 8 (Proprietary Information), Section 16 (Indemnification), Section 18 (Independent Contractor), Section 19.2 (No Waiver), Section 20 (Notices), Section 21 (Release or Prior Claims), Section 22 (Acknowledgements), Section 24 (Dispute Resolution), and Section 25 (Miscellaneous) of the Initial Franchise Agreement are incorporated by reference in this Agreement and will govern all aspects of our relationship and the construction of this Agreement as if fully restated within the text of this Agreement.

10. Indemnification.

You agree at all times to defend at your own cost, and to indemnify and hold harmless, to the fullest extent permitted by law, the Indemnified Parties (as defined in the Initial Franchise Agreement) from and against, and to reimburse any one or more of the Indemnified Parties for, all Losses (as defined in the Initial Franchise Agreement) directly or indirectly arising out of or relating to (i) any acts or omissions related to the development of Restaurants under this Agreement, (ii) the purchase, lease, or sublease of any site by you, your Owners, or your Affiliated Entities and any Site Agreements, or (iii) your actual or alleged breach of this Agreement. Section 16.2 (Indemnification Procedure) of the Initial Franchise Agreement is hereby incorporated by

reference and shall apply to all claims asserted or inquiries made (formally or informally), or legal actions, investigations, or other proceedings brought, by a third party and directly or indirectly arising out of or relating to any matter described in this Section 10 (which shall all be incorporated into the definition of "Proceedings").

11. Owners and Guaranty.

You represent that the individuals listed as Owners on Appendix A are the sole owners of an Equity Interest in you as of the Effective Date. As a condition to us entering into this Agreement, and from time to time during the Term as we may require, you must cause each Owner to bind themselves to certain terms of this Agreement by executing and delivering our then-current Guaranty, Non-Disclosure, and Noncompete Agreement, the current form of which is attached as Appendix C.

12. Miscellaneous.

Capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Initial Franchise Agreement. This Agreement, together with the Initial Franchise Agreement, supersedes all prior agreements and understandings, whether oral and written, among the parties relating to its subject matter, and there are no oral or other written understandings, representations, or agreements among the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representations that we made in the most recent Franchise Disclosure Document that we delivered to you or your representatives. This Agreement shall not be binding on either party until it is executed by both parties. This Agreement may be signed in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement as of the Effective Date.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____ Name: Michael Mettler Title: Chief Development Officer	By: _____ Name: _____ Title: _____

APPENDIX A
TO THE
DEVELOPMENT AGREEMENT

FRANCHISEE-SPECIFIC TERMS

1. **Effective Date (First Paragraph):**

2. **Franchisee's Name:**

3. **Franchisee's State of Organization** *(if applicable):*

4. **Ownership of Franchisee (Recital C)**: If you are an Entity, the following persons constitute all of the owners of a legal and/or beneficial interest in you:

Name	Address	E-mail Address	Percentage Ownership

5. **Development Area (Section 1):** [attach map if necessary]

_____

_____

6. **Development Fee (Section 2):** $_____ ($17,500 Development Fee for __ Restaurants)

7. **Franchise Fee for each Restaurant developed pursuant to this Development Agreement (Recital D):** $35,000

8. **Development Schedule (Section 3)**: You agree to establish and operate a total of ___ Restaurants within the Development Area during the term of this Agreement. The Restaurants must be open and operating in accordance with the following Development Schedule:

REST. NO.	REAL ESTATE COMMITTEE APPROVAL DEADLINE	CONSTRUCTION COMMENCEMENT DEADLINE	OPENING DEADLINE	MINIMUM NUMBER OF RESTAURANTS REQUIRED TO BE OPEN AND OPERATING BY EACH OPENING DEADLINE
1				1
2				2
3				3
4				4
5				5

REST. NO.	REAL ESTATE COMMITTEE APPROVAL DEADLINE	CONSTRUCTION COMMENCEMENT DEADLINE	OPENING DEADLINE	MINIMUM NUMBER OF RESTAURANTS REQUIRED TO BE OPEN AND OPERATING BY EACH OPENING DEADLINE
6				6
7				7
8				8

9. Additional or Inconsistent Terms (Section 9):

Signature Page for Development Agreement Appendix A (Franchisee-Specific Terms)

FRANCHISOR:
ZAXBY'S SPE FRANCHISOR LLC

By: _____
Name: Michael Mettler
Title: Chief Development Officer

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

APPENDIX B
TO THE
DEVELOPMENT AGREEMENT

Form of Initial Franchise Agreement

[See Exhibit A to Franchise Disclosure Document]

APPENDIX C

TO THE
DEVELOPMENT AGREEMENT

GUARANTY, NON-DISCLOSURE, AND NONCOMPETE AGREEMENT

In order to induce Zaxby's SPE Franchisor LLC ("**Franchisor**") to enter into and to continue to maintain a Zaxbys® Development Agreement by and between Franchisor and _____ ("**Franchisee**") dated _____ to develop Zaxbys franchised restaurants located in _____ (the "**Development Agreement**"), the undersigned (collectively referred to as the "**Guarantors**" and individually referred to as a "**Guarantor**") have executed this guaranty (the "**Guaranty**") and covenant and agree as follows:

1. **Defined Terms.** All references to "Franchisor" in this Guaranty shall be deemed to include its Affiliates, its successors, and its assigns. All references to the "Development Agreement" in this Guaranty shall include all extension or modifications to such agreement. All references to the "Initial Franchise Agreement" in this Guaranty refer to the Franchise Agreement form attached as Appendix B to the Development Agreement. All capitalized terms not defined herein shall have the meanings given to them in the Initial Franchise Agreement.

2. **Guarantee of Payment and Performance.** The Guarantors jointly and severally unconditionally guarantee the full, prompt, and complete payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Development Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the "**Guaranteed Liabilities**"). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Franchisee when due, the Guarantors will immediately do so.

3. **Independent Obligations.** The obligations of the Guarantors are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against Franchisee or whether Franchisee is joined in any such action.

4. **Enforcement Costs.** If Franchisor (a) engages legal counsel in connection with any failure by any Guarantor to comply with this Guaranty or (b) is required to enforce this Guaranty in a judicial or arbitration proceeding and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

5. **Right to Bind**. If the Franchisee is an Entity, (a) Franchisor shall not be obligated to inquire into the power or authority of Franchisee or its officers, directors, agents, managers, representatives, employees or other persons of Entities acting or purporting to act on Franchisee's behalf and (b) any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed under this Guaranty. Where the Guarantors are Entities, it shall be conclusively presumed that (i) the Guarantors and all shareholders, partners, members and other owners of such Entities, and all officers, directors,

agents, managers, representatives, employees or other persons of Entities acting on their behalf, have the express authority to bind such Entities, (ii) such Entities have the express power to act as the Guarantors pursuant to this Guaranty, and (iii) such action directly promotes the business and is in the interest of such Entities.

6. **Right to Enforce.** This Guaranty is primary and not secondary and will be enforceable without Franchisor having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guaranty will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

7. **Term.** This Guaranty will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of the date when (i) all Guaranteed Liabilities of Franchisee to Franchisor and its Affiliates have been paid and satisfied in full or (ii) the Development Agreement and all obligations of Franchisee under such agreement expire.

8. **Waivers by Guarantors.** The Guarantors each further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including, without limitation: (a) notice of acceptance hereof; (b) notice of all contracts and commitments; (c) notice of the existence or creation of any liabilities under the Development Agreement and of the amount and terms thereof; and (d) notice of all defaults, disputes, or controversies between Franchisee and Franchisor resulting from or arising out of the Development Agreement or otherwise, and any resulting settlements, compromises, or adjustments.

9. **No Waiver.** No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

10. **Successors and Assigns.** This Guaranty shall be enforceable by and against the respective administrators, executors, heirs, successors, and assigns of the Guarantors. The death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors under this Guaranty.

11. **Non-Disclosure Covenant.** Each of the Guarantors agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 8 (Proprietary Information) of the Initial Franchise Agreement, including those related to the non-disclosure and protection of Proprietary Information, as though each such Guarantor were the "Franchisee" named in the Initial Franchise Agreement.

12. **Noncompete Covenant.** Each of the Guarantors agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 8 (Noncompete Covenants) of the Development Agreement, including both the in-term and post-term noncompete, as though each such Guarantor were the "Franchisee" named in the Development Agreement. Each of the Guarantors acknowledges the restrictions imposed on their Family Members (as defined in the Initial Franchise Agreement) and agrees that they shall be responsible for ensuring that such Family Members do not violate such restrictions.

13. **Other Covenants.** Each of the Guarantors also agrees to personally comply with, and personally be liable for the breach of, Sections 7 (Assignment), 9 (Incorporation

of Other Terms), and 10 (Indemnification) of the Development Agreement as though each such Guarantor were the "Franchisee" named in the Development Agreement. Each of the Guarantors will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Development Agreement and will not take any action that would cause Franchisee to be in breach of the Development Agreement.

14. **Dispute Resolution.** Section 24 (Dispute Resolution) of the Initial Franchise Agreement is hereby incorporated by reference and will be applicable to any and all disputes between Franchisor and any of the Guarantors, as though the Guarantors were the "Franchisee" referred to in the Initial Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Guaranty as of _____.

_____
INSERT EIO#1
Home Address:
_____
_____
E-mail Address:
Business Telephone:
Date: _____

_____
INSERT EIO#2
Home Address:
_____
_____
E-mail Address:
Business Telephone:
Date: _____

_____
INSERT EIO#3
Home Address:
_____
_____
E-mail Address:
Business Telephone:
Date: _____

_____
INSERT EIO#4
Home Address:
_____
_____
E-mail Address:
Business Telephone:

Date: _____

EXHIBIT C-1
TO THE FDD

FINANCIAL STATEMENTS
FOR
ZAXBY'S SPE FRANCHISOR LLC

Zaxby’s SPE Franchisor LLC

Financial Statements
December 29, 2024 and December 31, 2023 and for the three years ended December 29, 2024

Zaxby's SPE Franchisor L L C
Index

Page(s)

Report of Independent Auditors 1–2

Financial Statements

Balance Sheets
December 29, 2024 and December 31, 2023 3

Statements of Operations and Comprehensive Income
Years Ended December 29, 2024, December 31, 2023 and
December 25, 2022 4

Statements of Member's Equity
Years Ended December 29, 2024, December 31, 2023 and
December 25, 2022 5

Statements of Cash Flows
Years Ended December 29, 2024, December 31, 2023 and
December 25, 2022 6

Notes to Financial Statements 7–15

Report of Independent Auditors

To the Management of Zaxby's SPE Franchisor LLC

Opinion

We have audited the accompanying financial statements of Zaxby's SPE Franchisor LLC (the "Company"), which comprise the balance sheets as of December 29, 2024 and December 31, 2023, and the related statements of operations and comprehensive income, of member's equity and of cash flows for each of the three years in the period ended December 29, 2024, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024 and December 31, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 29, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Atlanta, Georgia
April 25, 2025

Zaxby's SPE Franchisor LLC
Balance Sheets
December 29, 2024 and December 31, 2023

(amounts in thousands)	December 29, 2024	December 31, 2023
Assets		
Current assets		
Cash and cash equivalents	$ 2,891	$ 3,068
Accounts receivable, net	3,393	3,465
Total current assets	6,284	6,533
Intangible assets, net	1,543,667	1,545,250
Total assets	$ 1,549,951	$ 1,551,783
Liabilities and Member's Equity		
Current liabilities		
Accrued expenses	$ 4,297	$ 5,337
Deferred revenue	2,118	2,255
Total current liabilities	6,415	7,592
Noncurrent deferred revenue	17,809	17,453
Total liabilities	24,224	25,045
Commitments and contingencies (Note 7)		
Member's equity		
Member's equity	1,525,727	1,526,738
Total member's equity	1,525,727	1,526,738
Total liabilities and member's equity	$ 1,549,951	$ 1,551,783

The accompanying notes are an integral part of these financial statements.

Zaxby's SPE Franchisor LLC
Statements of Operations and Comprehensive Income
Years Ended December 29, 2024, December 31, 2023 and December 25, 2022

(amounts in thousands)	December 29, 2024	December 31, 2023	December 25, 2022
Revenue			
Franchise royalties	$ 148,943	$ 146,909	$ 139,635
Franchise fees	1,048	1,065	1,269
Incentive payment fees	9,011	9,151	9,052
Other fees	9,988	6,033	2,008
Total revenue	168,990	163,158	151,964
Operating expenses			
Selling, general and administrative	4,406	5,212	5,264
Depreciation and amortization	1,583	2,230	2,068
Total operating expenses	5,989	7,442	7,332
Income from operations	163,001	155,716	144,632
Other income, net	(261)	-	1
Net income	162,740	155,716	144,633
Comprehensive income	$ 162,740	$ 155,716	$ 144,633

The accompanying notes are an integral part of these financial statements.

Zaxby's SPE Franchisor LLC
Statements of Member's Equity
Years Ended December 29, 2024, December 31, 2023 and December 25, 2022

(amounts in thousands)	Member's Equity	Total Member's Equity
Balance at December 26, 2021	$ 1,535,301	$ 1,535,301
Capital contributions	6,214	6,214
Net income	144,633	144,633
Distributions	(153,195)	(153,195)
Balance at December 25, 2022	1,532,953	1,532,953
Capital contributions	5,053	5,053
Net income	155,716	155,716
Distributions	(166,984)	(166,984)
Balance at December 31, 2023	1,526,738	1,526,738
Capital contributions	5,152	5,152
Net income	162,740	162,740
Distributions	(168,903)	(168,903)
Balance at December 29, 2024	$ 1,525,727	$ 1,525,727

The accompanying notes are an integral part of these financial statements.

Zaxby's SPE Franchisor LLC
Statements of Cash Flows
Years Ended December 29, 2024, December 31, 2023 and December 25, 2022

(amounts in thousands)	December 29, 2024	December 31, 2023	December 25, 2022
Cash flows from operating activities			
Net income	$ 162,740	$ 155,716	$ 144,633
Adjustments to reconcile net income to net cash provided by operating activities			
Amortization of intangible assets	1,583	2,230	2,068
Changes in operating assets and liabilities			
Accounts receivable	72	(417)	(287)
Accrued expenses	3,242	5,479	5,007
Deferred revenue	205	3,873	3,680
Net cash provided by operating activities	167,842	166,881	155,101
Cash flows from investing activities			
Net cash used in investing activities	-	-	-
Cash flows from financing activities			
Capital contributions	883	(141)	-
Distributions	(168,902)	(166,984)	(153,195)
Net cash used in financing activities	(168,019)	(167,125)	(153,195)
Net decrease in cash and cash equivalents	(177)	(244)	1,906
Cash and cash equivalents			
Beginning of the year	3,068	3,312	1,406
End of the year	$ 2,891	$ 3,068	$ 3,312
Supplemental disclosures of noncash investing and financing activities			
Noncash contribution of assets	$ -	$ -	$ 6,214
Noncash contribution of liabilities	(4,268)	(5,053)	32

The accompanying notes are an integral part of these financial statements.

1. Nature of Business and Operations

Zaxby's SPE Franchisor LLC (the "Company") is a franchisor of quick service chicken restaurants under the Zaxby's name. Zaxby's restaurants offer prepared-at-order chicken fingers, bone-in and boneless buffalo wings, sandwiches, salads, appetizers, sides and sauces along with beverages and other ancillary products. These restaurants are located in multiple states, primarily throughout the Southeastern United States. As of December 29, 2024, there were 143 company-operated restaurants and 826 franchised restaurants open and operating under the Zaxby's name.

On December 28, 2020, Craveability Intermediate Holdings LLC ("Craveability") acquired the Company's ultimate parent, Zaxby's Operating Company LP ("OpCo") for a purchase price of $2,193 million (the "Transaction"). The acquisition was pursuant to an agreement and plan of merger by and among Craveability and Craveability Finance Sub LLC (the "Finance Sub"), dated as of November 18, 2020 (the "Merger Agreement"). In accordance with the terms of the Merger Agreement, Finance Sub merged with and into OpCo. Prior to the merger, OpCo was primarily owned by Cluckz Holdings LLC through its majority ownership. However, through the Transaction, Craveability obtained 100% of OpCo's common units, resulting in a change in control through the transfer of the majority of voting rights.

The consolidated financial statements include the balance sheets of the Company as of December 29, 2024, December 31, 2023, and the related statements of operations and comprehensive income, of equity, and of cash flows for the three years ended December 29, 2024.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Fiscal Year

The Company operates on a 52 or 53-week fiscal year with each year ending on the last Sunday in December. In a 52-week fiscal year, each quarter includes 13 weeks of operations. In a 53-week fiscal year, the first, second and third quarters each include 13 weeks of operations and the fourth quarter includes 14 weeks of operations.

Fiscal years 2024, 2023, and 2022 contained 52, 53, and 52 weeks, respectively. Fiscal year 2028, which ends on December 31, 2028, will be the Company's next upcoming 53-week fiscal year.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company's revenues primarily consist of fees from franchised restaurants operated by the Company's sister entity ZCR and franchisees. The Company has included its disaggregated revenues in the Statements of Operations and Comprehensive Income.

Franchise Fee Revenue and Deferred Revenue
The Company receives an initial franchise fee of $35,000 as provided by the franchise agreement the Company enters into with franchisees for each restaurant. Upon execution of a franchise agreement, a franchise fee is due in full. The Company's restaurant franchise agreements are effective and binding for an initial term of ten years from the opening of the restaurant. The franchise may be renewed for an additional ten-year term at a cost of 50% of the current franchise fee at the renewal date. Franchise fees are generally nonrefundable and are recognized ratably in income during the period beginning with the opening of the franchised restaurant through the end of the associated franchise agreement. Franchise fees that have been collected but are not yet recognized in revenue are recorded as deferred revenue in the Company's Balance Sheets. The portion of deferred revenue expected to be recognized in income within the subsequent fiscal year is recorded as a current liability, while the remainder is recorded as a long-term liability.

Royalty Fee Revenue
After the opening of a franchised restaurant, franchisee royalty fees of 6% of gross revenues net of discounts are due to the Company on a weekly basis for each restaurant operated by a franchisee. Certain franchisee restaurants may be assessed a royalty fee of less than 6% of gross revenues net of discounts. These reduced royalty rates are included in certain amendments to each impacted restaurant's franchise agreement. The Company's sister entity ZCR is assessed royalties at a 6% rate. Franchisee royalty fees are recognized when earned.

Incentive Payment Fees
The Company receives incentive payments from certain suppliers related to proprietary products which depend upon the system's volume of purchases from the suppliers. The Company recognizes revenue for these incentives in the period in which the underlying transaction takes place or the point in which the incentive due is determinable. Incentive payments are included in incentive payment fees in the accompanying Statements of Operations and Comprehensive Income.

Fair Value Measurements
The Company applies fair value accounting for all financial assets and liabilities and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities that are required to be recorded at fair value, the Company assumes the highest and best use of the asset by market participants in which the Company would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as inherent risk, transfer restrictions, and credit risk.

The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels, and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1 Quoted prices in active markets for identical assets or liabilities.

Level 2 Observable inputs other than quoted prices in active markets for identical assets or liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 Inputs that are both unobservable and significant to the overall fair value measurements reflecting an entity's estimates of assumptions that market participants would use in pricing the asset or liability

The carrying amounts of the Company's current financial instruments, including cash and cash equivalents and accounts receivable, approximate their fair value due to the short maturities of these assets and liabilities. The Company's intangible assets are not measured at fair value on a recurring basis; however, they are subject to fair value adjustments in certain circumstances, such as when there is evidence that impairment may exist.

There were no transfers into or out of Level 1 and Level 2 fair value measurements during the years ended December 29, 2024, December 31, 2023 and December 25, 2022. There were no Level 3 fair value measurements during the years ended December 29, 2024, December 31, 2023 and December 25, 2022.

Cash and Cash Equivalents
Cash and cash equivalents consist of highly liquid investments with maturity of three months or less at date of purchase. At times, cash and cash equivalent balances may exceed federally insured amounts. The Company mitigates its risks by depositing cash and investing in cash equivalents with major financial institutions.

Accounts Receivable, Net
Accounts receivable consist of outstanding franchisee royalty fees and other fees due from franchisees. The Company regularly analyzes its accounts receivable to determine whether any allowance is necessary based on the Company's collection history. The Company maintains allowances, which management believes are adequate to absorb estimated losses to be incurred in realizing the recorded amounts of its accounts receivable. The Company determines allowances using the Current Expected Credit Losses (CECL) model. Under this model, an allowance is recognized when lifetime credit losses are expected. The Company considers knowledge of the financial condition of customers, review of historical receivables, known pending issues for credits, industry factors and other pertinent facts. Amounts are charged off against the allowance over the lifetime of the receivables. The Company had a current expected credit loss allowance of approximately $0.6 million at December 29, 2024 and December 31, 2023.

Indefinite-Lived Intangible Assets
The Company's indefinite-lived intangible assets consist of the Zaxby's brand. Indefinite-lived intangible assets of $1,512 million were recognized as a part of the business combination as described in Note 3. The Company accounts for indefinite-lived intangible assets under Accounting Standards Codification ("ASC") 350, *Intangibles - Goodwill and Other* ("ASC 350"), which requires goodwill and indefinite-lived intangible assets be tested for impairment at least annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. The Company did not record any impairment losses on its indefinite-lived intangible asset at December 29, 2024, December 31, 2023 and December 25, 2022.

Impairment of Long-Lived Assets
Finite-lived intangible assets consist of pre-Transaction franchise agreements. Finite-lived intangible assets of $38 million were recognized as a part of the Transaction and have been assigned a useful life of 24 years. Finite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. When indicators of impairment are present, the Company evaluates the carrying amount of such assets in relation to the operating performance and future estimated

undiscounted net cash flows expected to be generated by the assets or underlying businesses. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. The assessment of the recoverability of assets will be impacted if estimated future operating cash flows are not achieved. No triggering events were identified during the years ended December 29, 2024 and December 31, 2023 that required an impairment analysis to be performed.

Whole Business Securitization

On April 13, 2021, OpCo's wholly owned subsidiary Zaxby's Franchising LLC ("ZFL") established certain limited-purpose, bankruptcy-remote, wholly owned indirect subsidiaries including Holdco and its subsidiaries Funding, Properties, ZCR, and the Company (collectively, the "Securitization Entities"). The Securitization Entities were established to facilitate a whole business securitization transaction and enter into a securitized financing facility as described in Note 5. In conjunction with the closure of the whole business securitization transaction, substantially all of OpCo's revenue generating assets, consisting primarily of the Zaxby's trade name, franchise-related agreements, and vendor rebate agreements (collectively the "Securitized Assets"), were contributed or otherwise transferred to the Company that acts as a guarantor of the outstanding debt described in Note 5.

The Securitization Entities and Opco entered into the Zaxby's Parent IP License Agreement, pursuant to which the Company granted to OpCo (i) a nonexclusive royalty-free license to use and sublicense to affiliates of OpCo the Securitization IP as part of OpCo's and its affiliates' corporate names or trade names, (ii) a nonexclusive, royalty-bearing license to use and sublicense the Securitization IP in connection with owning and operating any company restaurants operated under the Zaxby's brand and (iii) an exclusive royalty-bearing license to use and sublicense the Securitization IP in connection with the production and provision of other products and services.

On June 11, 2021, there were various initial capital contributions made to the Securitization Entities. The contributions of franchise-related agreements, vendor rebate agreements, operations of company owned stores, properties occupied by company owned stores, unbilled royalties, assignment development assets, Securitization IP, cash, and unearned revenue liabilities were between entities under common control and are recorded at book value (after giving effect to fair value adjustments associated with the Transaction). No gain or loss was realized on these transactions.

On June 11, 2021, OpCo entered into an agreement (the "Management Agreement") with Funding, which is a wholly owned subsidiary of OpCo, to perform certain services on behalf of the Securitization Entities, including, among other things, collecting franchisee payments, managing the operations on behalf of the Securitization Entities, and performing certain franchising, marketing, real estate, intellectual property and operational and reporting services on behalf of the Securitization Entities. In exchange for providing such services, OpCo will be entitled to receive certain management fees on a weekly basis from the Securitization Entities.

Funding is dependent on the Securitization Entities for sufficient cash flows from their securitized operations to service the securitized financing facility, remit management fees to OpCo, and pay certain other ongoing costs related to the Securitization Transaction.

Income Taxes

The Company is treated as a flow-through entity for U.S. federal and applicable state and local income tax purposes. As a flow-through entity, the Company's taxable income or loss is passed through to and included in the taxable income of its members.

Comprehensive Income
Comprehensive income consists of net income and other gains and losses affecting members' equity that, under generally accepted accounting principles are excluded from net income.

Going Concern
The Company's financial statements were prepared on the basis that the Company is able to continue as a going concern. There are no conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are issued.

3. Accounts Receivable, Net

Accounts receivable, net consists of the following:

(in thousands)	December 29, 2024	December 31, 2023
Royalties and other fees	$ 3,627	$ 3,722
Vendor rebates	350	327
	3,977	4,049
Allowance for credit losses	(584)	(584)
Accounts receivable, net	$ 3,393	$ 3,465

4. Intangible Assets

Intangible assets, net consists of the following:

(in thousands)	December 29, 2024	December 31, 2023
Zaxby's brand	$ 1,512,000	$ 1,512,000
Pre-Transaction franchise agreements	38,000	38,000
Reacquired franchise rights	1,133	1,133
	1,551,133	1,551,133
Accumulated amortization	(7,466)	(5,883)
Intangible assets, net	$ 1,543,667	$ 1,545,250

Amortization expense associated with pre-Transaction franchise agreements totaled $1.6 million for the years ended December 29, 2024, December 31, 2023, December 25, 2022. No amortization expense associated with the reacquired franchise rights was recognized during the year ended December 29, 2024, as the reacquired franchise rights were fully amortized. Amortization expense associated with reacquired franchise rights totaled $0.6 million for the year ended December 31, 2023. The Zaxby's brand intangible asset has an indefinite life, the existing franchise agreements intangible asset has a useful life of 24 years, and the reacquired franchise rights intangible asset had a useful life of 21 months.

The pre-Transaction franchise agreements intangible asset will amortize as follows:

(in thousands)	**Amount**
2025	$ 1,583
2026	1,583
2027	1,583
2028	1,583
2029	1,583
Thereafter	23,752
	$ 31,667

5. Debt

Outstanding debt at Funding for which the Company is a guarantor consists of the following:

(in thousands)	**December 29, 2024**	**December 31, 2023**
Series 2021-1 Class A-2 Secured Notes	$ 860,173	$ 866,232
Series 2021-1 Class A-1 Variable Funding Notes	-	-
Series 2024-1 Class A-2-I Secured Notes	201,843	-
Series 2024-1 Class A-2-II Secured Notes	55,000	-
Total debt	1,117,016	866,232
Less: Current portion of long-term debt	11,100	9,000
Long-term debt	$ 1,105,916	$ 857,232

Long-term debt amounts are presented net of debt issuance costs of $18.2 million and $13.5 million as of December 29, 2024 and December 31, 2023, respectively.

Securitized Financing Facility

On June 11, 2021, Funding entered into a base indenture and a related supplemental indenture, which allow the issuance of multiple series of notes. On the same date, Funding issued $900.0 million of its Series 2021-1 Secured Notes, Class A-2 (the "Class A-2 Notes"). In connection with the issuance of the Class A-2 Notes, Funding also entered into a revolving financing facility of Series 2021-1 Variable Funding Senior Notes, Class A-1-VFN (the "Variable Funding Notes"), which permits borrowing of up to a maximum principal amount of $75.0 million, which may be used to issue letters of credit. No amounts were outstanding under the Variable Funding Notes at December 29, 2024 or December 31, 2023.

On May 10, 2024, Funding issued $210.0 million of Class A-2-I Notes (the "Class A-2-I Notes"). A portion of the proceeds was used to pay distributions to the Company's shareholders along with related transaction fees. The additional net proceeds were used for general corporate purposes. In connection with the issuance of Class A-2-1 Notes, the Company issued up to $75.0 million of Class A-2-II Notes (the "Class A-2-II Notes") with certain delayed draw features. The Class A-2-II Notes will be drawn based on the Company's reported leverage ratios included in the four quarterly reports to noteholders beginning in July 2024. $55.0 million was drawn and outstanding under the Class A-2-II Notes at December 29, 2024. $20.0 million was available to be drawn based on the

Company's reported leverage ratios included in the two remaining quarterly reports to noteholders subsequent to December 29, 2024.

The Class A-2 Notes, the Class A-2-I Notes, the Class A-2-II Notes, and the Variable Funding Notes are referred to collectively as the "Notes" and were issued in a whole business securitization transaction pursuant to which the Securitized Assets were contributed or otherwise transferred to certain limited-purpose, bankruptcy-remote, wholly owned indirect subsidiaries including Zaxby's SPE Holdco ("Holdco") and its subsidiaries Funding, Zaxby's Properties LLC ("Properties"), Zaxby's SPE Franchisor LLC ("SPE Franchisor"), and Zaxby's Company Restaurants LLC ("ZCR") (collectively, the "Securitization Entities") that act as guarantors of the Notes and that have pledged substantially all their assets.

Interest and principal payments on the Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity date of the Class A-2 Notes is in July 2051, but, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment date of the Class A-2 Notes will be in July 2028. The legal final maturity date of the Class A-2-I Notes is in April 2054, but, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment date of the Class A-2-I Notes will be in April 2031. The legal final maturity date of the Class A-2-II Notes is in April 2054, but, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment date of the Class A-2-II Notes will be in April 2031. If the Issuer has not repaid or refinanced the Class A-2 Notes, Class A-2-I Notes, or the Class A-2II Notes prior to the anticipated repayment date, additional interest will accrue on the Notes.

The Variable Funding Notes initially accrued interest at a variable rate based on the London interbank offered rate ("LIBOR") for U.S. Dollars plus an applicable margin.

The Company entered into an amendment to the Variable Funding Notes on June 16, 2023, which revised the underlying benchmark rate upon which the variable interest rate applicable to the Variable Funding Notes was based. Prior to the amendment, the Company had the option to maintain variable interest rates for the Variable Funding Notes borrowings based on LIBOR plus applicable margins until the earlier of the date that all available tenors of LIBOR have either permanently or indefinitely ceased to be provided or the date the Company elects to opt-in to the use of a replacement rate.

Under the amended Variable Funding Notes, the Company elected to opt-in to the use of the Secured Overnight Financing Rate ("SOFR") as of June 16, 2023. Accordingly, the Variable Funding Notes accrues interest at a variable rate based on the Secured Overnight Financing Rate ("SOFR") plus 0.10% plus an applicable margin (2.17% at December 29, 2024). There is a commitment fee on the unused portion of the Variable Funding Notes facility (0.50% at December 29, 2024). At December 29, 2024, $11.5 million of letters of credit were outstanding against the Variable Funding Notes, which relate primarily to interest reserves required under the Indenture. Outstanding letters of credit accrue interest at a rate equal to the applicable margin under the Variable Funding Notes facility (2.17% at December 29, 2024).

Total debt issuance costs incurred and capitalized in connection with the issuance of the Class A-2 Notes were $21.2 million. Total debt issuance costs incurred and capitalized in connection with the issuance of the Class A-2-I Notes and Class A-2-II Notes were $8.4 million.

Principal maturities of long-term debt at December 29, 2024 are as follows:

(in thousands)	**Amount**
2025	$ 11,100
2026	11,100
2027	11,100
2028	11,100
2029	11,100
Thereafter	1,079,725
	$ 1,135,225

Principal maturities are presented gross of debt issuance costs.

The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including maintenance of specified reserve accounts to be used to make required payments in respect of the Notes. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain change of control and manager termination events, and the failure to repay or refinance the Notes on the applicable scheduled maturity date. The Notes are also subject to certain customary events of default, including events relating to nonpayment of required interest, principal, or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. At December 29, 2024, the Company was in compliance with all financial covenants.

6. Accrued Expenses

Accrued expenses consist of the following:

(in thousands)	**December 29, 2024**	**December 31, 2023**
Payroll and related	$ 4,268	$ 5,195
Other	29	142
Accrued expenses	$ 4,297	$ 5,337

7. Commitments and Contingencies

Litigation

The Company from time to time may be involved in certain litigation and claims in the ordinary course of business. Although the outcome of such claims, litigation and disputes cannot be predicted with certainty, in the opinion of management, based on facts known at this time, the resolution of such matters is not anticipated to have a material adverse effect on the Balance Sheets and Statements of Operations and Comprehensive Income.

8. Subsequent Events

The Company evaluated subsequent events from the balance sheet date through April 25, 2025, the date the financial statements were available to be issued.

No significant matters were identified affecting the Company's financial position or requiring further disclosure.

EXHIBIT C-2
TO THE FDD

FINANCIAL STATEMENTS
FOR
ZAXBY'S FRANCHISING LLC

Zaxby’s Franchising LLC

Consolidated Financial Statements
December 29, 2024, and December 31, 2023, and for the three years ended December 29, 2024

Zaxby's Franchising LLC
Index

Page(s)

Report of Independent Auditors 1–2

Consolidated Financial Statements

Balance Sheets 3

Statements of Operations and Comprehensive Income 4

Statements of Member's Equity 5

Statements of Cash Flows 6

Notes to Financial Statements 7–24

Report of Independent Auditors

To the Management of Zaxby's Franchising LLC

Opinion

We have audited the accompanying consolidated financial statements of Zaxby's Franchising LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 29, 2024 and December 31, 2023, and the related consolidated statements of operations and comprehensive income, of member's equity and of cash flows for each of the three years in the period ended December 29, 2024, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024 and December 31, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 29, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are

considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Atlanta, Georgia
April 25, 2025

Zaxby's Franchising LLC
Consolidated Balance Sheets
December 29, 2024, and December 31, 2023

(amounts in thousands)	December 29, 2024	December 31, 2023
Assets		
Current assets		
Cash and cash equivalents	$ 12,919	$ 15,240
Restricted cash	18,399	10,366
Accounts receivable, net	14,739	13,784
Other current assets	6,555	6,133
Advertising and conference cooperative asset, restricted	38,265	42,494
Total current assets	90,877	88,017
Property and equipment, net	203,537	203,914
Intangible assets, net	1,543,667	1,545,250
Operating lease right-of-use asset	97,919	107,621
Finance lease right-of-use asset	1,965	2,577
Other assets	8,802	11,395
Total assets	$ 1,946,767	$ 1,958,774
Liabilities and Member's Equity		
Current liabilities		
Accounts payable	$ 5,805	$ 3,098
Accrued expenses	21,047	17,511
Advertising and conference cooperative liabilities	12,365	14,200
Gift card liability	16,980	15,576
Current portion of long-term debt	11,100	9,000
Operating lease liability	6,811	8,513
Finance lease liability	455	403
Other current liabilities	7,931	8,160
Total current liabilities	82,494	76,461
Long-term debt, net	1,105,916	857,232
Noncurrent operating lease liability	93,453	100,715
Noncurrent finance lease liability	1,723	2,178
Noncurrent deferred revenue	17,809	17,453
Deferred compensation liability	6,983	6,509
Total liabilities	1,308,378	1,060,548
Commitments and contingencies (Note 13)		
Member's equity		
Member's equity	612,496	869,932
Total Zaxby's Franchising's member's equity	612,496	869,932
Noncontrolling interest	25,900	28,294
Total member's equity	638,396	898,226
Total liabilities and member's equity	$ 1,946,774	$ 1,958,774

The accompanying notes are an integral part of these consolidated financial statements.

Zaxby's Franchising LLC
Consolidated Statements of Operations and Comprehensive Income
Years Ended December 29, 2024, December 31, 2023, and December 25, 2022

(amounts in thousands)	December 29, 2024	December 31, 2023	December 25, 2022
Revenue			
Revenue from company-operated restaurants	$ 369,612	$ 363,102	$ 349,547
Franchise royalties	127,143	125,285	119,135
Franchise fees	1,048	1,065	1,269
Incentive payment fees	7,741	7,722	7,616
Advertising and conference fund revenue	47,203	46,484	45,364
Other fees	17,575	11,415	8,764
Total revenue	570,322	555,073	531,695
Operating expenses			
Cost of sales	234,057	232,928	238,416
Selling, general and administrative	191,209	182,699	175,982
Depreciation and amortization	18,535	18,747	22,626
Total operating expenses	443,801	434,374	437,024
Income from operations	126,521	120,699	94,671
Interest expense	(43,336)	(32,666)	(32,728)
Other income, net	1,600	1,323	1,087
Net income	84,785	89,356	63,030
Less: Net (loss) income attributable to noncontrolling interest	(2,394)	4,778	4,788
Net income attributable to Zaxby's Franchising's member	87,179	84,578	58,242
Other comprehensive income			
Total other comprehensive income	-	-	-
Comprehensive income	84,785	89,356	63,030
Less: Comprehensive (loss) income attributable to noncontrolling interest	(2,394)	4,778	4,788
Comprehensive income attributable to Zaxby's Franchising's member	$ 87,179	$ 84,578	$ 58,242

The accompanying notes are an integral part of these consolidated financial statements.

Zaxby's Franchising LLC
Consolidated Statements of Member's Equity
Years Ended December 29, 2024, December 31, 2023, and December 25, 2022

	Zaxby's Franchising's Member's Equity	Noncontrolling Interest	Total Member's Equity
Balances at December 26, 2021	$ 870,689	$ 18,728	$ 889,417
Capital contributions	81,665	-	81,665
Share-based compensation	3,860	-	3,860
Net income	58,242	4,788	63,030
Distributions	(148,916)	-	(148,916)
Balances at December 25, 2022	865,540	23,516	889,056
Capital contributions	90,563	-	90,563
Share-based compensation	5,585	-	5,585
Net income	84,578	4,778	89,356
Distributions	(176,334)	-	(176,334)
Balances at December 31, 2023	869,932	28,294	898,226
Capital contributions	77,708	-	77,708
Share-based compensation	6,096	-	6,096
Net income (loss)	87,179	(2,394)	84,785
Distributions	(428,419)	-	(428,419)
Balances at December 29, 2024	$ 612,496	$ 25,900	$ 638,396

The accompanying notes are an integral part of these consolidated financial statements.

Zaxby's Franchising LLC
Consolidated Statements of Cash Flows
Years Ended December 29, 2024, December 31, 2023, and December 25, 2022

(amounts in thousands)	December 29, 2024	December 31, 2023	December 25, 2022
Cash flows from operating activities			
Net income	$ 84,785	$ 89,356	$ 63,030
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation	16,952	16,516	20,558
Amortization of intangible assets	1,583	2,231	2,068
Amortization of debt issuance costs	3,711	2,998	2,915
Amortization of operating lease right-of-use assets	9,694	8,882	8,998
Loss on disposal of assets	-	-	310
Share-based compensation expense	6,096	5,585	3,860
Unrealized (gains) losses on investments	(436)	(1,233)	2,161
Business interruption insurance proceeds	-	-	48
Changes in operating assets and liabilities			
Accounts receivable	(956)	(2,312)	903
Inventory	(166)	43	(205)
Prepaid expenses	(256)	(2,439)	(638)
Advertising and conference cooperative assets, restricted and liabilities	2,394	(4,779)	(4,214)
Long-term deposits	-	26	(15)
Accounts payable	2,324	5	(1,644)
Accrued expenses	3,533	(5,343)	7,841
Gift card liability	1,404	1,356	1,080
Operating lease right-of-use assets and lease liabilities	(8,963)	(8,093)	(9,349)
Deferred revenue	205	3,881	3,684
Deferred compensation liability	395	1,964	1,527
Net cash provided by operating activities	122,299	108,644	102,918
Cash flows from investing activities			
Purchases of property and equipment	(15,579)	(12,357)	(17,546)
Proceeds from sales of property and equipment	3,323	-	560
Proceeds from the surrender of company-owned life insurance policies	3,033	-	-
Cash paid on premiums of company-owned life insurance policies	-	-	(1,030)
Net cash used in investing activities	(9,223)	(12,357)	(18,016)
Cash flows from financing activities			
Capital contributions	74,384	90,563	78,165
Distributions	(428,419)	(176,334)	(148,916)
Principal payments on finance leases	(403)	4	-
Proceeds from debt	265,000	-	-
Payments of debt issuance costs	(8,401)	-	-
Payments on debt	(9,525)	(9,000)	(9,000)
Net cash used in financing activities	(107,364)	(94,767)	(79,751)
Net increase in cash, cash equivalents, and restricted cash	5,712	1,520	5,151
Cash, cash equivalents, and restricted cash			
Beginning of fiscal year	25,606	24,086	18,935
End of fiscal year	$ 31,318	$ 25,606	$ 24,086
Supplemental disclosures of cash flow information			
Cash paid during the year for interest	$ 36,308	$ 29,297	$ 29,584
Supplemental disclosures of noncash investing and financing activities			
Noncash adjustments to property and equipment	$ 47	$ (492)	$ (146)
Operating lease liabilities arising from obtaining right-of-use assets	727	-	-
Finance lease liabilities arising from obtaining right-of-use assets	-	2,577	-
Noncash contribution of assets	3,323	-	3,500

The accompanying notes are an integral part of these consolidated financial statements.

1. Nature of Business and Operations

Zaxby's Franchising LLC (the "Company") is a franchisor and operator of quick service chicken restaurants under the Zaxby's name. Zaxby's restaurants offer prepared-at-order chicken fingers, bone-in and boneless buffalo wings, sandwiches, salads, appetizers, sides and sauces along with beverages and other ancillary products. These restaurants are located in multiple states, primarily throughout the Southeastern United States. As of December 29, 2024, there were 143 company-operated restaurants and 826 franchised restaurants open and operating under the Zaxby's name.

On December 28, 2020, Craveability Intermediate Holdings LLC ("Craveability") acquired the Company's ultimate parent, Zaxby's Operating Company LP ("OpCo") for a purchase price of $2,193 million (the "Transaction"). The acquisition was pursuant to an agreement and plan of merger by and among Craveability and Craveability Finance Sub LLC (the "Finance Sub"), dated as of November 18, 2020 (the "Merger Agreement"). In accordance with the terms of the Merger Agreement, Finance Sub merged with and into OpCo. Prior to the merger, OpCo was primarily owned by Cluckz Holdings LLC through its majority ownership. However, through the Transaction, Craveability obtained 100% of OpCo's common units, resulting in a change in control through the transfer of the majority of voting rights.

The consolidated financial statements include the balance sheets of the Company as of December 29, 2024, December 31, 2023, and the related statements of operations and comprehensive income, of equity, and of cash flows for the three years ended December 29, 2024.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries and consolidated variable interest entities. All intercompany balances and transactions for the period presented have been eliminated in consolidation.

The Company consolidates variable interest entities in which the Company is deemed to have a controlling financial interest as a result of the Company having: (1) the power to direct the activities that most significantly impact the entity's economic performance and (2) the obligation to absorb the losses or the right to receive the benefits that could potentially be significant to the variable interest entity. If the Company has a controlling financial interest in a variable interest entity, the assets, liabilities, and results of the operations of the variable interest entity are included in the consolidated financial statements and all significant intercompany transactions and balances are eliminated.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Fiscal Year

The Company operates on a 52 or 53-week fiscal year with each year ending on the last Sunday in December. In a 52-week fiscal year, each quarter includes 13 weeks of operations. In a 53-week fiscal year, the first, second and third quarters each include 13 weeks of operations and the fourth quarter includes 14 weeks of operations.

Fiscal years 2024, 2023, and 2022 contained 52, 53, and 52 weeks, respectively. Fiscal year 2028, which ends on December 31, 2028, will be the Company's next upcoming 53-week fiscal year.

Use of Estimates
The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition
The Company's revenues primarily consist of revenue from company-operated restaurants and fees from franchised restaurants operated by franchisees. Revenue from company-operated restaurants is recognized as revenue at the point of the delivery of meals and services. All sales taxes are presented on a net basis and are excluded from revenue. The Company has included its disaggregated revenues in the Consolidated Statements of Operations and Comprehensive Income.

Franchise Fee Revenue and Deferred Revenue
The Company receives an initial franchise fee of $35,000 as provided by the franchise agreement the Company enters into with franchisees for each restaurant. Upon execution of a franchise agreement, a franchise fee is due in full. The Company's restaurant franchise agreements are effective and binding for an initial term of ten years from the opening of the restaurant. The franchise may be renewed for an additional ten-year term at a cost of 50% of the current franchise fee at the renewal date. Franchise fees are generally nonrefundable and are recognized ratably in income during the period beginning with the opening of the franchised restaurant through the end of the associated franchise agreement during the years ended December 29, 2024, December 31, 2023, and December 25, 2022. Franchise fees that have been collected but are not yet recognized in revenue are recorded as deferred revenue in the Company's Consolidated Balance Sheets. The portion of deferred revenue expected to be recognized in income within the subsequent fiscal year is recorded as a current liability, while the remainder is recorded as a long-term liability.

Royalty Fee Revenue
After the opening of a franchised restaurant, franchisee royalty fees of 6% of gross revenues net of discounts are due to the Company on a weekly basis for each restaurant operated by a franchisee. Certain franchisee restaurants may be assessed a royalty fee of less than 6% of gross revenues net of discounts. These reduced royalty rates are included in certain amendments to each impacted restaurant's franchise agreement. Franchisee royalty fees are recognized when earned.

Gift Cards Revenue and Liability
The Company facilitates a gift card program whereby the Company, franchisees, and third-party vendors can sell gift cards which are honored by any restaurant in the system. Proceeds from the sale of gift cards at both franchised and company-operated restaurants are included as a gift card liability in the Company's Consolidated Balance Sheets. When gift cards are redeemed at a company-operated or franchised restaurant, cash is remitted to the restaurant and the corresponding gift card liability is relieved. Redemptions of gift cards at Company-operated restaurants are recognized as revenue from company-operated restaurants at the time of redemption. Card discounts and commissions, which totaled $2.3 million, $2.4 million, and $2.5 million, in the years ended December 29, 2024, December 31, 2023, and December 25, 2022, respectively, are recognized by the Company and are included as a component of Selling, general

and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income. A certain portion of gift cards are not expected to be redeemed and can result in breakage income. The Company recognized gift card breakage of $1.6 million, $1.6 million, and $1.5 million, as a component of Other fees during the years ended December 29, 2024, December 31, 2023, and December 25, 2022, respectively. The Company recognizes breakage income based on the proportional method.

Incentive Payment Fees
The Company receives incentive payments from certain suppliers related to proprietary products which depend upon the system's volume of purchases from the suppliers. The Company recognizes revenue for these incentives in the period in which the underlying transaction takes place or the point at which the incentive due is determinable. Incentive payments are included in Incentive payment fees in the accompanying Consolidated Statements of Operations and Comprehensive Income. The incentive payment fees earned related to proprietary items sold in company-operated restaurants are reflected as a reduction of cost of sales in the Consolidated Statements of Operations and Comprehensive Income.

Advertising and Conference Fund Revenue
The Company participates in various advertising and conference cooperatives with its franchisees established to collect and administer funds contributed for use in advertising and promotional programs designed to increase sales and enhance the reputation of the Company and its franchisees. Contributions to the advertising and conference cooperatives are required for both company-operated and franchise restaurants and are based on a percentage of restaurant sales. The Company has determined that there are not performance obligations associated with the contributions that are separate from the Company's royalty payment stream. As a result, these contributions and the related expenses are presented gross in the Company's Consolidated Statements of Operations and Comprehensive Income and Consolidated Statements of Cash Flows. In addition, the advertising cooperative earns incentive payment fees from marketing rebates provided pursuant to long-term beverage supply agreements. These incentive payments are contributed directly to Zaxby's National Marketing Fund, Inc., Zaxby's Conference Fund, Inc., and to the Company's franchisees by certain major beverage vendors. The Company recognizes revenue for these incentive fees in the period in which the underlying transaction takes place or the point in which the incentive fee due is determinable.

Rental Income
The Company earns rental income associated with properties leased to franchisees. Rental revenues are recognized on a straight-line basis and reflected in revenue from Other fees in the accompanying Consolidated Statements of Operations and Comprehensive Income.

Cost of Sales
Cost of sales consists of direct food, beverage, paper goods, packaging, labor costs and other restaurant operating costs such as rent at company-operated restaurants. The components of cost of sales are partially variable in nature and fluctuate with changes in sales volume, product mix, menu pricing and commodity costs. Cost of sales is presented exclusive of depreciation.

Share-Based Compensation
The Company measures share-based compensation cost at fair value on the date of grant for all share-based awards and recognizes compensation expense over the service period that the awards are expected to vest as a component of Selling, general and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income. The Company has adopted the authoritative guidance in Accounting Standard Update No. 2016-09,

Compensation – Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting. The guidance permits the Company to account for forfeitures as they occur as opposed to estimating the impact of the forfeitures each year. As such, no forfeiture rate has been applied in determining the share-based compensation expense and all current year forfeitures are included in the current period share-based compensation expense.

Fair Value Measurements

The Company applies fair value accounting for all financial assets and liabilities and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities that are required to be recorded at fair value, the Company assumes the highest and best use of the asset by market participants in which the Company would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as inherent risk, transfer restrictions, and credit risk.

The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels, and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1 Quoted prices in active markets for identical assets or liabilities.

Level 2 Observable inputs other than quoted prices in active markets for identical assets or liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 Inputs that are both unobservable and significant to the overall fair value measurements reflecting an entity's estimates of assumptions that market participants would use in pricing the asset or liability.

The carrying amounts of the Company's current financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable, approximate their fair value due to the short maturities of these assets and liabilities. Debt is measured and presented at amortized cost in the Consolidated Balance Sheets.

There were no transfers into or out of Level 1 and Level 2 fair value measurements during the years ended December 29, 2024 and December 31, 2023. There were no Level 3 fair value measurements during the years ended December 29, 2024 and December 31, 2023.

Cash and Cash Equivalents

Cash and cash equivalents consist of highly liquid investments with maturity of three months or less at date of purchase. Restricted cash represents cash balances legally restricted for interest, principal, and fee payments pursuant to the Company's securitized financing facility discussed in Note 9. At times, cash and cash equivalent balances may exceed federally insured amounts. The Company mitigates its risks by depositing cash and investing in cash equivalents with major financial institutions.

Accounts Receivable, Net
Accounts receivable consist of outstanding franchisee royalty fees, accounting fees and other fees due from franchisees. Also included in accounts receivable are amounts due from bank card companies for food and beverage sales charged at the point of sale. The Company maintains allowances, which management believes are adequate to absorb estimated losses to be incurred in realizing the recorded amounts of its accounts receivable. The Company determines allowances using the Current Expected Credit Losses (CECL) model. Under this model, an allowance is recognized when lifetime credit losses are expected. The Company considers knowledge of the financial condition of customers, review of historical receivables, known pending issues for credits, industry factors and other pertinent facts. Amounts are charged off against the allowance over the lifetime of the receivables. the Company had a current expected credit loss allowance of approximately $0.6 million at December 29, 2024 and December 31, 2023.

Inventory
Inventories consist principally of food, beverage, and paper products. All inventories are stated at the lower of cost, as determined on a first-in, first-out ("FIFO") method or net realizable value and are reported as Other current assets in the Consolidated Balance Sheets.

Property and Equipment
Property and equipment acquired prior to the Transaction are recorded at fair value, less accumulated depreciation. Property and equipment acquired subsequent to the Transaction are recorded at cost, less accumulated depreciation. Expenditures for improvements and renewals that extend the useful lives are capitalized. Upon sale, retirement, or other disposition of these assets, the costs and related accumulated depreciation are removed from the respective accounts and any gain or loss on the disposition is included in the Consolidated Statements of Operations and Comprehensive Income. Maintenance and repairs are expensed as incurred.

Depreciation of property and equipment is calculated using the straight-line method based on the following estimated useful lives:

Buildings and improvements	15–30 years
Leasehold improvements	Lesser of the expected lease term or useful life
Furniture and fixtures	2–7 years
Equipment	2–7 years
Vehicles	2–7 years

Construction in progress is stated at cost, which includes the cost of construction and other direct costs attributable to the construction. No provision for depreciation is made on construction in progress until such time as the relevant assets are completed and put into use. Construction in progress at December 29, 2024 and December 31, 2023 represents restaurants under construction and software in development.

Leases
The Company is engaged in a significant amount of leasing activity, both as a lessee and as a lessor. A detailed description of the nature of the Company's leasing arrangements is included in Note 12. The Company adopted ASU No. 2016-02, *Leases* (Topic 842) along with subsequent clarifications and improvements (collectively, "ASC 842") on December 27, 2021.

Lessee Accounting
The Company classifies leases as either operating or finance leases at the commencement date of the lease, which is the date the Company takes control of the underlying asset. The Company's

real estate lease agreements often contain tenant improvement allowances, rent holidays, rent escalation clauses and/or contingent rent provisions. The Company has lease agreements with lease and nonlease components, which are accounted for together as a single lease component for all underlying classes of assets with the exception of restaurant real estate leases where the Company is also a lessor.

The Company records a right-of-use asset and lease liability for each operating and finance lease with a contractual term greater than 12 months at the time of lease commencement. The Company does not record leases with an initial term of 12 months or less on the Consolidated Balance Sheets but continues to record lease expense on a straight-line basis over the lease term. Many of the Company's leases include options to renew at our sole discretion. Such renewal options are included in the concluded lease term when they are determined to be reasonably certain of exercise.

The Company's operating and finance lease liabilities represent the present value of future lease payments over the concluded lease term. The Company cannot determine the interest rate implicit in each of its leases. Therefore, the Company uses the risk-free rate to calculate the lease liability.

The right-of-use asset balance is measured at the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, initial direct costs and any tenant improvement allowances received. For operating leases, the Company recognizes expense on a straight-line basis over the lease term within Selling, general and administrative expenses on the Consolidated Statements of Operations and Comprehensive Income. The recorded right-of-use asset is reduced over the lease term by the recognized straight-line lease expense less the amount of accretion of the lease liability determined using the effective interest method. For finance leases, right-of-use assets are amortized on a straight-line basis over the shorter of the useful life of the leased asset or the lease term, with amortization expense recorded within Depreciation and amortization on the Consolidated Statements of Operations and Comprehensive Income. Interest expense on each finance lease liability is recognized utilizing the effective interest method and is recorded within Interest expense on the accompanying Consolidated Statements of Operations and Comprehensive Income.

Indefinite-Lived Intangible Assets

The Company's indefinite-lived intangible assets consist of the Zaxby's brand. Indefinite-lived intangible assets of $1,512.0 million were recognized as a part of the Transaction. The Company accounts for indefinite-lived intangible assets under Accounting Standards Codification ("ASC") 350, Intangibles – Goodwill and Other ("ASC 350"), which requires goodwill and indefinite-lived intangible assets be tested for impairment at least annually or more frequently if events or changes in circumstances indicate that the asset might be impaired. The Company did not record any impairment losses on its indefinite-lived intangible asset at December 29, 2024 or December 31, 2023.

Impairment of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. When indicators of impairment are present, the Company evaluates the carrying amount of such assets in relation to the operating performance and future estimated undiscounted net cash flows expected to be generated by the assets or underlying businesses. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. The assessment of the recoverability of assets will be impacted if estimated future operating cash flows are not achieved. No triggering events were

identified during the years ended December 29, 2024 and December 31, 2023 that required an impairment analysis to be performed.

Debt Issuance Costs
Debt issuance costs related to a recognized debt liability are presented in the Consolidated Balance Sheets as a direct deduction from the carrying amount of that debt liability. These debt issuance costs are amortized on a straight-line basis over the life of the debt, which is not materially different than the effective yield method.

Whole Business Securitization
On April 13, 2021, the Company established certain limited-purpose, bankruptcy-remote, wholly owned indirect subsidiaries including Zaxby's SPE Holdco LLC ("Holdco") and its subsidiaries Zaxby's Funding LLC ("Funding"), Zaxby's Properties LLC ("Properties"), Zaxby's SPE Franchisor ("SPE Franchisor"), and Zaxby's Company Restaurants LLC ("ZCR") (collectively, the "Securitization Entities"). The Securitization Entities were established to facilitate a whole business securitization transaction and enter into a securitized financing facility as described in Note 9.

The Securitization Entities and OpCo entered into the Zaxby's Parent IP License Agreement, pursuant to which the SPE Franchisor granted to OpCo (i) a nonexclusive royalty-free license to use and sublicense to affiliates of OpCo the Securitization IP as part of OpCo's and its affiliates' corporate names or trade names, (ii) a nonexclusive, royalty-bearing license to use and sublicense the Securitization IP in connection with owning and operating any company restaurants operated under the Zaxby's brand and (iii) an exclusive royalty-bearing license to use and sublicense the Securitization IP in connection with the production and provision of other products and services.

On June 11, 2021, there were various initial capital contributions made to the Securitization Entities. The contributions of franchise-related agreements, vendor rebate agreements, operations of company owned stores, properties occupied by company owned stores, unbilled royalties, assignment development assets, Securitization IP, cash, and unearned revenue liabilities were between entities under common control and are recorded at book value (after giving effect to fair value adjustments associated with the Transaction). No gain or loss was realized on these transactions.

On June 11, 2021, OpCo entered into an agreement (the "Management Agreement") with Funding, which is a wholly owned subsidiary of the Company, to perform certain services on behalf of the Securitization Entities, including, among other things, collecting franchisee payments, managing the operations on behalf of the Securitization Entities, and performing certain franchising, marketing, real estate, intellectual property and operational and reporting services on behalf of the Securitization Entities. In exchange for providing such services, OpCo will be entitled to receive certain management fees on a weekly basis from the Securitization Entities.

Funding is dependent on the Securitization Entities for sufficient cash flows from their securitized operations to service the securitized financing facility, remit management fees to OpCo, and pay certain other ongoing costs related to the Securitization Transaction.

Income Taxes
The Company is treated as a flow-through entity for U.S. federal and applicable state and local income tax purposes. As a flow-through entity, the Company's taxable income or loss is passed through to and included in the taxable income of its members.

Comprehensive Income
Comprehensive income consists of net income and other gains and losses affecting members' equity that, under generally accepted accounting principles are excluded from net income.

Going Concern
The Company's consolidated financial statements were prepared on the basis that the Company is able to continue as a going concern. There are no conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are issued.

3. Accounts Receivable, Net

Accounts receivable, net consists of the following:

(in thousands)	December 29, 2024	December 31, 2023
Gift card	$ 6,357	$ 5,385
Royalties and other fees	4,804	5,148
Credit card	3,812	3,508
Vendor rebates	350	327
	15,323	14,368
Allowance for credit losses	(584)	(584)
Accounts receivable, net	$ 14,739	$ 13,784

4. Other Current Assets

Other current assets consist of the following:

(in thousands)	December 29, 2024	December 31, 2023
Prepaid expenses	$ 4,599	$ 4,343
Inventory	1,956	1,790
Other current assets	$ 6,555	$ 6,133

5. Property and Equipment

Property and equipment, net consists of the following:

(in thousands)	December 29, 2024	December 31, 2023
Buildings and improvements	$ 151,249	$ 148,681
Land	62,326	62,326
Equipment	52,572	40,734
Furniture and fixtures	5,147	4,093
Vehicles	614	614
Construction in progress	4,406	3,981
	276,314	260,429
Accumulated depreciation	(72,777)	(56,515)
Property and equipment, net	$ 203,537	$ 203,914

Depreciation expense associated with property and equipment totaled $17.0 million, $16.5 million, and $20.6 million, for the years ended December 29, 2024, December 31, 2023, and December 25, 2022, respectively.

6. Intangible Assets

Intangible assets, net consists of the following:

(in thousands)	December 29, 2024	December 31, 2023
Zaxby's brand	$ 1,512,000	$ 1,512,000
Pre-Transaction franchise agreements	38,000	38,000
Reacquired franchise rights	1,133	1,133
	1,551,133	1,551,133
Accumulated amortization	(7,466)	(5,883)
Intangible assets, net	$ 1,543,667	$ 1,545,250

Amortization expense associated with pre-Transaction franchise agreements totaled $1.6 million for the years ended December 29, 2024, December 31, 2023, and December 25, 2022. No amortization expense associated with the reacquired franchise rights was recognized during the year ended December 29, 2024, as the reacquired franchise rights were fully amortized. Amortization expense associated with reacquired franchise rights totaled $0.6 million for the year ended December 31, 2023. The Zaxby's brand intangible asset has an indefinite life, the existing franchise agreements intangible asset has a useful life of 24 years, and the reacquired franchise rights intangible asset had a useful life of 21 months.

The pre-Transaction franchise agreements intangible asset will amortize as follows:

(in thousands)	Amount
2025	$ 1,583
2026	1,583
2027	1,583
2028	1,583
2029	1,583
Thereafter	23,752
	$ 31,667

7. Variable Interest Entities

Advertising and Conference Cooperatives

The Company maintains certain variable interests in various advertising and conference cooperatives with its franchisees. As the cooperatives are required to spend all funds collected on advertising, promotional programs and conference activities, total equity at risk is not sufficient to permit the cooperatives to finance their activities without additional subordinated financial support. Therefore, these cooperatives are variable interest entities ("VIEs"). As a result of the Company's voting rights, the Company consolidates certain of these cooperatives for which they are the primary beneficiary. Advertising and conference cooperative assets, consisting primarily of cash received from the Company and franchisees and accounts receivable from franchisees, can only be used to settle obligations of the respective cooperative. The Company reports all assets and liabilities of these advertising cooperatives that the Company consolidates as advertising and conference cooperative assets, restricted and advertising and conference cooperative liabilities in the Consolidated Balance Sheets.

The amounts shown as net income attributable to noncontrolling interest in the Consolidated Statements of Operations and Comprehensive Income and in the Consolidated Statements of Members' Equity (Deficit) for the years ended December 29, 2024, December 31, 2023, and December 25, 2022 include income attributable to the advertising and conference cooperatives based on the contractual rights of the noncontrolling interest holders.

8. Other Assets

Other assets consist of the following:

(in thousands)	December 29, 2024	December 31, 2023
Cash surrender value of company-owned life insurance policies	$ 8,379	$ 10,976
Deposits	423	419
Other assets	$ 8,802	$ 11,395

9. Debt

Outstanding debt consists of the following:

(in thousands)	December 29, 2024	December 31, 2023
Series 2021-1 Class A-2 Secured Notes	$ 860,173	$ 866,232
Series 2021-1 Class A-1 Variable Funding Notes	-	-
Series 2024-1 Class A-2-I Secured Notes	201,843	-
Series 2024-1 Class A-2-II Secured Notes	55,000	-
Total debt	1,117,016	866,232
Less: Current portion of long-term debt	11,100	9,000
Long-term debt	$ 1,105,916	$ 857,232

Long-term debt amounts are presented net of debt issuance costs of $18.2 million and $13.5 million as of December 29, 2024 and December 31, 2023, respectively.

Securitized Financing Facility
On June 11, 2021, Funding entered into a base indenture and a related supplemental indenture, which allow the issuance of multiple series of notes. On the same date, Funding issued $900.0 million of its Series 2021-1 Secured Notes, Class A-2 (the "Class A-2 Notes"). In connection with the issuance of the Class A-2 Notes, Funding also entered into a revolving financing facility of Series 2021-1 Variable Funding Senior Notes, Class A-1-VFN (the "Variable Funding Notes"), which permits borrowing of up to a maximum principal amount of $75.0 million, which may be used to issue letters of credit. No amounts were outstanding under the Variable Funding Notes at December 29, 2024 or December 31, 2023.

On May 10, 2024, Funding issued $210.0 million of Class A-2-I Notes (the "Class A-2-I Notes"). A portion of the proceeds was used to pay distributions to the Company's shareholders along with related transaction fees. The additional net proceeds were used for general corporate purposes. In connection with the issuance of Class A-2-1 Notes, the Company issued up to $75.0 million of Class A-2-II Notes (the "Class A-2-II Notes") with certain delayed draw features. The Class A-2-II Notes will be drawn based on the Company's reported leverage ratios included in the four quarterly reports to noteholders beginning in July 2024. $55.0 million was drawn and outstanding under the Class A-2-II Notes at December 29, 2024. $20.0 million was available to be drawn based on the Company's reported leverage ratios included in the two remaining quarterly reports to noteholders subsequent to December 29, 2024.

The Class A-2 Notes, the Class A-2-I Notes, the Class A-2-II Notes, and the Variable Funding Notes are referred to collectively as the "Notes" and were issued in a whole business securitization transaction pursuant to which the Securitized Assets were contributed or otherwise transferred to certain limited-purpose, bankruptcy-remote, wholly owned indirect subsidiaries including Zaxby's SPE Holdco ("Holdco") and its subsidiaries Funding, Zaxby's Properties LLC ("Properties"), Zaxby's SPE Franchisor LLC ("SPE Franchisor"), and Zaxby's Company Restaurants LLC ("ZCR") (collectively, the "Securitization Entities") that act as guarantors of the Notes and that have pledged substantially all their assets.

Interest and principal payments on the Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity date of the Class A-2 Notes is in July 2051, but, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment date of the Class A-2 Notes will be in July 2028. The legal final maturity date of the Class A-2-I Notes is in April 2054, but, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment date of the Class A-2-I Notes will be in April 2031. The legal final maturity date of the Class A-2-II Notes is in April 2054, but, unless earlier prepaid to the extent permitted under the Indenture, the anticipated repayment date of the Class A-2-II Notes will be in April 2031. If the Issuer has not repaid or refinanced the Class A-2 Notes, Class A-2-I Notes, or the Class A-2II Notes prior to the anticipated repayment date, additional interest will accrue on the Notes.

The Variable Funding Notes initially accrued interest at a variable rate based on the London interbank offered rate ("LIBOR") for U.S. Dollars plus an applicable margin.

The Company entered into an amendment to the Variable Funding Notes on June 16, 2023, which revised the underlying benchmark rate upon which the variable interest rate applicable to the Variable Funding Notes was based. Prior to the amendment, the Company had the option to maintain variable interest rates for the Variable Funding Notes borrowings based on LIBOR plus applicable margins until the earlier of the date that all available tenors of LIBOR have either permanently or indefinitely ceased to be provided or the date the Company elects to opt-in to the use of a replacement rate.

Under the amended Variable Funding Notes, the Company elected to opt-in to the use of the Secured Overnight Financing Rate ("SOFR") as of June 16, 2023. Accordingly, the Variable Funding Notes accrues interest at a variable rate based on the Secured Overnight Financing Rate ("SOFR") plus 0.10% plus an applicable margin (2.17% at December 29, 2024). There is a commitment fee on the unused portion of the Variable Funding Notes facility (0.50% at December 29, 2024). At December 29, 2024, $11.5 million of letters of credit were outstanding against the Variable Funding Notes, which relate primarily to interest reserves required under the Indenture. Outstanding letters of credit accrue interest at a rate equal to the applicable margin under the Variable Funding Notes facility (2.17% at December 29, 2024).

Total debt issuance costs incurred and capitalized in connection with the issuance of the Class A-2 Notes were $21.2 million. Total debt issuance costs incurred and capitalized in connection with the issuance of the Class A-2-I Notes and Class A-2-II Notes were $8.4 million.

Principal maturities of long-term debt at December 29, 2024 are as follows:

(in thousands)	**Amount**
2025	$ 11,100
2026	11,100
2027	11,100
2028	11,100
2029	11,100
Thereafter	1,079,725
	$ 1,135,225

Principal maturities are presented gross of debt issuance costs.

The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including maintenance of specified reserve accounts to be used to make required payments in respect of the Notes. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain change of control and manager termination events, and the failure to repay or refinance the Notes on the applicable scheduled maturity date. The Notes are also subject to certain customary events of default, including events relating to nonpayment of required interest, principal, or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. At December 29, 2024, the Company was in compliance with all financial covenants.

10. Accrued Expenses

Accrued expenses consist of the following:

(in thousands)	December 29, 2024	December 31, 2023
Payroll and related	$ 7,011	$ 7,143
Sales and property taxes	3,151	2,719
Interest	8,933	5,750
Other	1,952	1,899
Accrued expenses	$ 21,047	$ 17,511

11. Other Current Liabilities

Other current liabilities consist of the following:

(in thousands)	December 29, 2024	December 31, 2023
Accrued incentives	$ 5,813	$ 5,892
Deferred revenue	2,118	2,268
Other current liabilities	$ 7,931	$ 8,160

12. Leases

The Company is the lessee in a significant real estate portfolio related to company-operated restaurant locations. The Company's leases are structured either as ground leases, where the Company leases the land and subsequently constructs the restaurant, or as space leases, where the Company leases the land along with the respective building space. The Company's restaurant real estate leases are generally long-term in nature, with noncancellable, base lease terms ranging between 10 and 20 years and typically provide for periodic rent escalations and optional renewal periods. Rent escalations vary between leases but commonly occur every 1 to 5 years at an escalation rate between 2% and 10%. Lease renewal options are generally

exercisable at the Company's sole discretion and are typically structured to occur in multiple five-year increments.

In addition to fixed minimum monthly lease payments, some of the Company's leases provide for contingent rentals that are calculated based on restaurant sales. Due to the variable nature of these payments, they are typically not included in the measurement of the lease asset and liability and are included as a component of variable lease expense.

The Company leases certain restaurant locations to restaurant franchisees. The Company recognizes rental income within Other fees on the accompanying Statements of Operations and Comprehensive Income.

In addition to the restaurant real estate lease portfolio, the Company additionally leases real estate for certain corporate office locations as well as certain restaurant equipment.

Lease expense recognized in the Consolidated Statements of Operations and Comprehensive Income is summarized as follows:

(in thousands)	**2024**	**2023**
Operating lease expense	$ 11,171	$ 11,403
Amortization of operating right-of-use asset	(9,701)	(8,882)
Accretion of operating lease liability	8,970	8,122
Total cash paid for operating leases	$ 10,440	$ 10,643

At December 29, 2024, future minimum lease payments under the Company's commenced operating leases were as follows:

(in thousands)	
2025	$ 8,587
2026	8,506
2027	8,360
2028	8,060
2029	7,879
Thereafter	72,656
Total future minimum lease payments	114,048
Less: Present value discount	(13,784)
Total operating lease liability	$ 100,264

At December 29, 2024, future minimum lease payments under the Company's commenced finance leases were as follows:

(in thousands)

2025	$ 548
2026	576
2027	604
2028	633
2029	39
Thereafter	-
Total future minimum lease payments	2,400
Less: Present value discount	(222)
Total finance lease liability	$ 2,178

Weighted average lease term and discount rate information related to leases were as follows:

	2024	2023
Weighted average remaining lease term of operating leases	13.1 years	13.9 years
Weighted average discount rate of operating leases	1.94 %	1.91 %
Weighted average remaining lease term of finance leases	4.1 years	5.1 years
Weighted average discount rate of finance leases	4.82 %	4.82 %

For the years ended December 29, 2024, December 31, 2023, and December 25, 2022, rental income earned under operating leases where the Company is the lessor was approximately $2.5 million, $2.8 million, and $1.1 million, respectively, and is included in Other fees in the accompanying Consolidated Statements of Operations and Comprehensive Income.

13. Commitments and Contingencies

Supply Contracts

The Company has entered into long-term beverage supply agreements with certain major beverage vendors. Pursuant to the terms of these arrangements, marketing rebates are provided to Zaxby's National Marketing Fund, Inc., Zaxby's Conference Fund, Inc., and to the Company's franchisees from the beverage vendors based upon the dollar volume of purchases for company-operated restaurants and franchised restaurants which will vary according to their demand for beverage syrup and fluctuations in the market rates for beverage syrup. The Company reports marketing and conference rebates received and receivable related to franchise restaurant purchases as a component of Advertising and conference fund revenue in the accompanying Consolidated Statements of Operations and Comprehensive Income for the years ended December 29, 2024, December 31, 2023, and December 25, 2022. The Company recognized franchise restaurant related marketing and conference rebates of $17.3 million, $15.5 million, and $15.1 million, during the years ended December 29, 2024, December 31, 2023, and December 25, 2022, respectively. The Company reports marketing and conference rebates received and receivable related to company-operated restaurant purchases as a reduction to Cost of sales in the accompanying Consolidated Statements of Operations and Comprehensive Income for the years ended December 29, 2024, December 31, 2023, and December 25, 2022. The Company recognized company-operated restaurant related marketing and conference rebates of $2.6 million,

$2.0 million, and $2.1 million during the years ended December 29, 2024, December 31, 2023, and December 25, 2022, respectively.

Litigation
The Company from time to time may be involved in certain litigation and claims in the ordinary course of business. Although the outcome of such claims, litigation and disputes cannot be predicted with certainty, in the opinion of management, based on facts known at this time, the resolution of such matters are not anticipated to have a material adverse effect on the Consolidated Balance Sheets and Consolidated Statements of Operations and Comprehensive Income.

14. Employee Benefits

Retirement Plans
The Company provides a 401(k) plan that covers substantially all employees. The Company matches 50% of the first 6% of compensation deferred by each employee. The Company's 401(k) contribution expense totaled $1.0 million, $1.0 million, and $0.4 million, during the years ended December 29, 2024, December 31, 2023, and December 25, 2022, respectively.

The Company also provides a nonqualified deferred compensation plan that permits management and certain employees to defer portions of their compensation, subject to annual deferral limits. Participants' earnings on deferred contributions made to the Plan fluctuate with the actual earnings and losses of a variety of available investment choices selected by the participant. In addition, the Company may make discretionary contributions to the Plan, as defined in the Plan document, which vest over five years. The Company recognized ($0.3) million, $0.7 million, and $2.1 million in compensation (income) expense associated with the Company's discretionary contributions and losses thereon, which is included within Selling, general and administrative expenses in the accompanying Consolidated Statements of Operations and Comprehensive Income during the years ended December 29, 2024, December 31, 2023, and December 25, 2022, respectively. Total liabilities under the Company's allocated portion of the Plan at December 29, 2024, December 31, 2023, and December 25, 2022, were $7.0 million, $6.5 million, and $6.5 million, respectively, and are recorded in Other current liabilities and Other liabilities in the Consolidated Balance Sheets.

The Company has elected to fund its deferred compensation obligations through a rabbi trust, which solely invests in executive variable universal life insurance contracts owned by the Company that are specifically designed to fund the Plan obligations over time. The Company has included in other assets $8.4 million, $11.0 million, and $9.7 million, at December 29, 2024, December 31, 2023, and December 25, 2022, respectively, which represents the Company's allocated portion of the cash surrender value of these insurance contracts.

15. Share-Based Compensation

The Craveability Management Holdings 2022 Equity Incentive Plan (the "2022 Plan"), was adopted in June 2022 and is the only plan under which the Company currently grants awards. Under the 2022 Plan, the Company was authorized to issue up to 117,000 Class B units of Craveability Parent LLC ("Craveability profits interests") to eligible members of management. Craveability profits interests issued vest over a five year service period. The terms of the Craveability profits interests provided for the eligible members of management to participate in any value of the Company in excess of its fair value at the date of grant in proportion to the Class A member unit holders' participation in the same. The fair value of the Company at the date of grant was otherwise known as the participation threshold. Profits interests granted were determined and approved by the Company's Board of Managers. Once vested, Class B units are not subject to

expiration. According to the terms of the 2022 Plan the vested Class B units may be repurchased by the Company upon the departure of a eligible member of management at the election of the Company. The Company accounted for the Craveability profits interests granted to eligible members of management in accordance with ASC 718, Compensation – Stock Compensation ("ASC 718"), which requires that compensation costs relating to equity-based payments made to eligible members of management be recognized in the Consolidated Statements of Operations and Comprehensive Income based on the fair value of each award at the award's grant date. Craveability profits interests granted to eligible members of management were equity-classified in accordance with ASC 718. Compensation cost was measured based on the fair value of the award at the date of grant and recognized over the service period. The Company utilized the Black-Scholes model to calculate the fair value of the profits interests awards on the date of grant (the "Calculation").

2022 Grants

The Company granted 84,500 Craveability profits interests to eligible members of management during the year ended December 25, 2022. The participation threshold as of the date of grant was used to determine the per unit strike price for the Calculation. The risk-free interest rate used in the Calculation is the rate that corresponds to the expected life of the Craveability profits interests. The volatility was estimated based on the historical volatility of the Company's peers over a term equal to the expected life of the Craveability profits interests. The Company used a risk-free interest rate of 4.2%, a volatility factor of 57.0%, a dividend yield of 0.0% and an expected life of 5 years with a discount of 30.0% for lack of marketability resulting in a fair value of $263.19 per Craveability profits interests unit granted. The Company recorded $4.4 million in share-based compensation expense as a component of Selling, general and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income during the years ended December 29, 2024 and December 31, 2023.

2023 Grants

The Company granted 26,500 Craveability profits interests to eligible members of management during the year ended December 31, 2023. The participation threshold as of the date of grant was used to determine the per unit strike price for the Calculation. The risk-free interest rate used in the Calculation is the rate that corresponds to the expected life of the Craveability profits interests. The volatility was estimated based on the historical volatility of the Company's peers over a term equal to the expected life of the Craveability profits interests. The Company used a risk-free interest rate of 4.7%, a volatility factor of 62.5%, a dividend yield of 0.0% and an expected life of 4 years with a discount of 30.0% for lack of marketability resulting in a fair value of $393.36 per Craveability profits interests unit granted. The Company recorded $1.5 million and $1.2 million in share-based compensation expense as a component of Selling, general and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income during the years ended December 29, 2024 and December 31, 2023, respectively.

2024 Grants

The Company granted 7,925 Craveability profits interests to eligible members of management during the year ended December 29, 2024. The participation threshold as of the date of grant was used to determine the per unit strike price for the Calculation. The risk-free interest rate used in the Calculation is the rate that corresponds to the expected life of the Craveability profits interests. The volatility was estimated based on the historical volatility of the Company's peers over a term equal to the expected life of the Craveability profits interests. The Company used a risk-free interest rate of 3.4%, a volatility factor of 60.0%, a dividend yield of 0.0% and an expected life of 3 years with a discount of 30.0% for lack of marketability resulting in a fair value of $404.38 per Craveability profits interests unit granted. The Company recorded $0.3 million in share-based compensation expense as a component of Selling, general and administrative expense in the accompanying Consolidated Statements of Operations and Comprehensive Income during the year ended December 29, 2024.

Share-based compensation expense related to nonvested grants that has not yet been recognized and the weighted average period of expected recognition at December 29, 2024 were as follows:

(in thousands)	**December 29, 2024**
Total share-based compensation expense not yet recognized	$ 16,589
Weighted average period of expected recognition	2.46 years

16. Subsequent Events

The Company evaluated subsequent events from the balance sheet date through April 25, 2025, the date the consolidated financial statements were available to be issued.

No significant matters were identified affecting the Company's financial position or requiring further disclosure.

EXHIBIT D-1
TO THE FDD

ROSTER OF FRANCHISEES

ROSTER OF FRANCHISEES

The following Franchisees have Franchise Agreements that were in effect as of December 29, 2024:

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
AL	15301	T & C Foods, Inc.	9134 Hwy. 119 S., Alabaster, AL 35007	(205) 663-5966
AL	28102	3DC Enterprises, Inc.	4497 Hwy. 280, Alexander City, AL 35010	(256) 234-2181
AL	45301	Back Home Brothers, LLC	1000 River Fall St., Andalusia, AL 36420	(334) 582-8484
AL	34001	Stu Foods, LLC	3234 McClellan Blvd., Anniston, AL 36201	(256) 237-3132
AL	70101	Credit to CTC AL LLC	1300 N. Brindlee Mountain Pkwy., Arab, AL 35016	(256) 640-8406
AL	71006	FPV AL, LLC	221 French Farms Blvd., Athens, AL 35611	(256) 233-0098
AL	20001	ZZZ East, LLC	2075 E. University Dr., Auburn, AL 36830	(334) 501-0852
AL	14701	ZZZ, LLC	1659 S. College St., Auburn, AL 36830	(334) 501-9881
AL	22401	Credit to CTC AL LLC	804 Academy Dr., Bessemer, AL 35022	(205) 730-7953
AL	22402	Credit to CTC AL LLC	4815 Bell Hill Rd., Bessemer, AL 35022	(205) 491-6486
AL	37802	Credit to CTC AL LLC	110 Doug Baker Blvd., Birmingham, AL 35242	(205)-981-4536
AL	37803	Credit to CTC AL LLC	2735 John Hawkins Pkwy., Birmingham, AL 35244	(205) 987-2022
AL	37804	Credit to CTC AL LLC	2636 Valleydale Rd., Birmingham, AL 35244	(205) 437-9701
AL	22403	Credit to CTC AL LLC	5881 Trussville Crossings Blvd., Birmingham, AL 35235	(706) 960-8188
AL	22404	Credit to CTC AL LLC	282 Palisades Blvd., Birmingham, AL 35209	(205) 423-0523
AL	22405	Credit to CTC AL LLC	1548 Montclair Rd., Birmingham, AL 35210	(205) 623-3087
AL	15302	T & C Foods, Inc.	3270 Morrow Rd., Birmingham, AL 35235	(205) 661-0673
AL	36401	Credit to CTC AL LLC	2221 Hwy. 431, Boaz, AL 35957	(256) 593-8220
AL	37806	Credit to CTC AL LLC	102 Limestone Pkwy., Calera, AL 35040	(205) 668-9886
AL	69801	Allen and Alan ZXB, LLC	1490 7th St. S., Clanton, AL 35045	(205) 755-6227
AL	52701	Redwood Foods, LLC	5751 AL Hwy 157 NW, Cullman, AL 35058	(256) 841-6701
AL	10501	Smallwood Foods, LLC	622 Olive St. SW, Cullman, AL 35055	(256) 739-9400
AL	16201	Jubilee Food Group, LLC	29053 Hwy 98, Daphne, AL 36526	(251) 621-0400
AL	39601	LA Foods, LLC	29680 Urgent Care Dr., Daphne, AL 36526	(251) 626-0415
AL	71003	FPV AL, LLC	2830 Spring Ave., Decatur, AL 35601	(256) 353-4771
AL	71009	FPV AL, LLC	410 Grant St. SE, Decatur, AL 35601	(256) 301-3185
AL	10101	Fore J Foods, Inc.	3850 W. Main St., Dothan, AL 36305	(334) 678-1302
AL	55701	Yellow Tiger Foods, LLC	3801 Montgomery Hwy., Dothan, AL 36303	(334) 699-7000
AL	55702	Yellow Tiger Foods, LLC	3205 S. Oates St., Dothan, AL 36301	(334) 446-6480
AL	67101	Carter Chicken, Inc.	623 Boll Weevil Cir., Enterprise. AL 36330	(334) 475-4149
AL	42001	BKZ Eufaula, LLC	3188 S. Eufaula Ave., Eufaula, AL 36027	(334) 616-6220
AL	55301	Back Home Brothers II, LLC	69 Liberty Hill Pl., Evergreen, AL 36401	(251) 578-1628
AL	58701	Credit to CTC AL LLC	2725 Cloverdale Rd., Florence, AL 35630	(256) 349-5268

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
AL	10601	Credit to CTC AL LLC	366 Cox Creek Pkwy., Florence, AL 35630	(256) 765-0054
AL	25201	Foley Food Group, LLC	707 S. McKenzie St., Foley, AL 36535	(251) 943-0400
AL	16501	EBS, Inc.	1050 Glenn Blvd. SW, Fort Payne, AL 35967	(256) 845-1116
AL	46801	Brick Chick, Inc.	1725 Morris Ave., Fultondale, AL 35068	(205) 849-3800
AL	36901	EJS Foods, Inc.	1510 Rainbow Dr., Gadsden, AL 35901	(256) 546-3323
AL	44501	Iron Chicken, Inc.	885 Odum Rd., Gardendale, AL 35071	(205) 631-0819
AL	67103	Carter Chicken, Inc.	900 Fort Dale Rd., Greenville, AL 36037	(334) 382-1676
AL	47501	LA Foods South, LLC	1800 Gulf Shores Pkwy., Gulf Shores, AL 36542	(251) 948-0400
AL	06601	Credit to CTC AL LLC	11456 Hwy. 431 N., Guntersville, AL 35976	(256) 891-7728
AL	71011	FPV AL, LLC	351 Hwy. 31 NW, Hartselle, AL 35758	(256) 502-4006
AL	71010	FPV AL, LLC	14605 US Hwy. 231-431, Hazel Green, AL 35750	(256) 828-7186
AL	37807	Credit to CTC AL LLC	30 Coalmont Rd., Helena, AL 35080	(205) 663-0011
AL	37812	Credit to CTC AL LLC	2071 Patton Chapel Rd., Hoover, AL 35216	(205) 848-8002
AL	22406	Credit to CTC AL LLC	2880 Allison Bonnett Memorial Dr., Hueytown, AL 35023	(205) 491-6433
AL	71004	FPV AL, LLC	11608 S. Memorial Pkwy., Huntsville, AL 35803	(256) 883-7373
AL	71005	FPV AL, LLC	2770 Carl T. Jones Pkwy., Huntsville, AL 35802	(256) 882-1822
AL	71007	FPV AL, LLC	6125 University Dr., Huntsville, AL 35806	(256) 971-2770
AL	71012	FPV AL, LLC	2181 Winchester Rd., Huntsville, AL 35811	(256) 858-9306
AL	71002	FPV AL, LLC	1025 N. Memorial Pkwy. NE, Huntsville, AL 35801	(256) 551-0122
AL	67501	Dogwood Foods, LLC	106 Carl Cannon Blvd., Jasper, AL 35501	(205) 295-5024
AL	62301	Trinity Foods, LLC	1204 Hwy 78 E, Jasper, AL 35504	(205) 221-0880
AL	71001	FPV AL, LLC	100 Ivory Pl., Madison, AL 35758	(256) 461-0026
AL	71008	FPV AL, LLC	8586 US Hwy. 72 W., Madison, AL 35758	(256) 722-5565
AL	16602	Mamie Raines, Inc.	55 Kelley Blvd., Millbrook, AL 36054	(334) 285-6933
AL	30703	Springhill Restaurant, LLC	6551 Airport Blvd., Mobile, AL 36608	(251) 633-5612
AL	30702	Springhill Restaurant, LLC	6500 Cottage Hill Rd., Mobile, AL 36695	(251) 660-7704
AL	13801	Belote Foods, LLC	950 Schillinger Rd., Mobile, AL 36695	(251) 607-7645
AL	13802	Belote Foods, LLC	4385 Range Line Rd., Mobile, AL 36619	(251) 660-6755
AL	30701	Springhill Restaurants, LLC	3444 Spring Hill Ave., Mobile, AL 36608	(251) 343-6438
AL	58201	CCHM, LLC	4030 Atlanta Hwy., Montgomery, AL 36117	(334) 273-0018
AL	22901	DDDE, Inc.	6435 Atlanta Hwy., Montgomery, AL 36117	(334) 227-8066
AL	24101	HefCon, Inc.	3130 Taylor Rd., Montgomery, AL 36117	(334) 481-0406

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
AL	36201	Kaipruitt, LLC	2675 Zelda Rd., Montgomery, AL 36106	(334) 293-9933
AL	08901	Tres Guapos, Inc.	2923 Eastern Blvd., Montgomery, AL 36116	(334) 420-3500
AL	48601	Amoody Rooster, Inc.	2125 Moody Pkwy., Moody, AL 35004	(205) 640-0140
AL	34301	Credit to CTC AL LLC	2017 E. Avalon Ave., Muscle Shoals, AL 35661	(256) 381-1717
AL	37810	Credit to CTC AL LLC	944 Second Ave. E., Oneonta, AL 35121	(205) 543-5024
AL	29101	Bush and Associates Investments, Inc.	2089 Frederick Rd., Opelika, AL 36801	(334) 749-9733
AL	34101	McGary Foods, LLC	91 Colonial Dr., Oxford, AL 36203	(256) 832-4771
AL	67102	Carter Chicken, Inc.	1622 Hwy. 231, Ozark, AL 36360	(334) 443-0208
AL	37801	Credit to CTC AL LLC	3437 Pelham Pkwy., Pelham, AL 35124	(205) 663-4100
AL	38901	Pell City Foods, LLC	280 Vaughn Ln., Pell City, AL 35125	(205) 338-4822
AL	28101	3DC Enterprises, Inc.	3722 S. Railroad St., Phenix City, AL 36870	(334) 448-2650
AL	28107	3DC Enterprises, Inc.	3908 US Hwy 80 W, Phenix City, AL 36870	(334) 384-0500
AL	16601	Mamie Raines, Inc.	1750 E. Main St., Prattville, AL 36066	(334) 358-8880
AL	50201	Hub City Foods, LLC	21141 State Hwy. 59, Ste. 3, Robertsdale, AL 36567	(251) 947-4140
AL	70001	Poultry Ward, LLC	57 Shell St., Saraland, AL 36571	(251) 408-9764
AL	19501	Sandra Kay Foods, Inc.	24729 John T. Reid Pkwy., Scottsboro, AL 35768	(256) 218-3135
AL	37809	Credit to CTC AL LLC	35 Springville Station Ln., Springville, AL 35146	(205) 467-0232
AL	27301	CCAM Sylacauga, LLC	41350 U.S. Hwy. 280, Sylacauga, AL 35150	(256) 249-3338
AL	34102	McGary Foods, LLC	722 East Battle St., Talladega, AL 35160	(256) 268-7166
AL	14201	CCAM Troy, LLC	101 Emma Dr., Troy, AL 36081	(334) 670-0470
AL	29102	Bush and Associates Investments, Inc.	507 Fob James Dr., Valley, AL 36854	(334) 756-5600
AL	69802	Allen and Alan ZXB, LLC	1304 Montgomery Hwy., Vestavia Hills, AL 35216	(205) 978-2360
AL	37808	Credit to CTC AL LLC	3201 Bearden Ct., Vestavia Hills, AL 35243	(205) 968-1519
AL	47201	RRRLL, LLC	4790 US Hwy. 231, Wetumpka, AL 36092	(334) 567-1131
AR	50102	DND South Inc.	20680 1-30 North, Benton, AR 72019	(501) 794-2220
AR	38801	Tasty Foods, LLC	3510 SE J St., Bentonville, AR 72712	(479) 254-9565
AR	63005	1788 Chicken, LLC	3704 E. Main St., Blytheville, AR 72315	(870) 762-1600
AR	63011	1788 Chicken, LLC	2207 N. Reynolds Rd., Bryant, AR 72022	(501) 847-3800
AR	63008	1788 Chicken, LLC	2215 W. Main St., Cabot, AR 72023	(501) 941-2601
AR	63007	1788 Chicken, LLC	3800 Dave Ward Dr., Conway, AR 72034	(501)-329-5000
AR	38803	Tasty Foods, LLC	1670 Martin Luther King Jr. Blvd. Fayetteville, AR 72701	(479) 502-9555

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
AR	50101	DND South Inc.	4400 Central Ave., Hot Springs, AR 71913	(501) 525-4144
AR	28003	DND South Inc.	209 Marshall Rd., Jacksonville, AR 72076	(501) 241-0546
AR	63018	1788 Chicken, LLC	2625 Red Wolf Blvd., Jonesboro, AR 72401	(870) 972-8220
AR	50103	DND South Inc.	10601 Kanis Rd., Little Rock, AR 72211	(501) 313-5268
AR	63004	1788 Chicken, LLC	306 Bancario Rd., Marion, AR 72364	(870) 739-4888
AR	28001	DND South Inc.	104 Carnahan Rd., Maumelle, AR 72113	(570) 271-5256
AR	63006	1788 Chicken, LLC	2907 W. Kings Hwy., Paragould, AR 72450	(870) 236-7575
AR	38806	Tasty Foods, LLC	4301 S. Pleasant Crossing, Rogers, AR 72758	(491) 391-7088
AR	48101	Energy Foods, Inc.	2605 E. Main St., Russellville, AR 72802	(479) 219-5444
AR	63009	1788 Chicken, LLC	1303 E. Beebe Capps Expy., Searcy, AR 72143	(501) 305-3918
AR	28002	DND South Inc.	208 Brookswood Rd., Sherwood, AR 72120	(501) 833-9777
AR	38804	Tasty Foods, LLC	190 N. Progress Ave., Siloam Springs, AR 72761	(479) 282-0999
AR	38802	Tasty Foods, LLC	400 S. Thompson St., Springdale, AR 72764	(479) 379-8111
AR	63010	1788 Chicken, LLC	2221 Fayetteville Rd., Van Buren, AR 72956	(479) 474-8020
FL	46601	Chasing Chicken 2, Inc.	16088 NW US Hwy. 441, Alachua, FL 32615	(386) 462-2222
FL	70801	BSBC Apopka, LLC	928 E. Semoran Blvd, Apopka, FL 32703	(407) 583-4789
FL	35301	Skye Foods, Inc.	590 N. Broadway Ave., Bartow, FL 33830	(863) 533-3600
FL	38302	Swamp Dawg, LLC	10560 SE Hwy. 441, Belleview, FL 34420	(352) 307-8633
FL	73001	Citrus Chicken Inc.	5020 14th Street W., Bradenton, FL 34207	(941) 254-4257
FL	65501	Paradise Chicken Inc.	6591 SR 70 E., Bradenton, FL 34203	(941) 242-9947
FL	69501	Cortez Swamp Dawg, LLC	31015 Cortez Blvd., Brooksville, FL 34602	(352) 345-4458
FL	68801	Broad Swamp Dawg, LLC	837 S. Broad St., Brooksville, FL 34601	(352) 777-4633
FL	73201	Callahan Jasz, Inc.	450027 State Rd. 200, Callahan, FL 32011	(904) 320-5931
FL	25104	St. Clair Restaurant Management, Inc.	217 N. Tyndall Pkwy., Callaway, FL 32404	(850) 640-0306
FL	74329	PBC Chickenland LLC	1515 NW 25th Ave., Chiefland, FL 32626	(352) 614-4204
FL	62201	ZaxBax Suncoast, LLC	2080 E Hwy. 50, Clermont, FL 34711	(352) 557-8056
FL	45101	Chasing Chicken, Inc.	97 Preston Cir., Crawfordville, FL 32327	(850) 745-6273
FL	43401	Egg-Z-Lence, LLC	4285 S. Ferdon Blvd., Crestview, FL 32536	(850) 398-8695
FL	41101	Courtland Of Deland, LLC	1693 N. Woodland Blvd., Deland, FL 32724	(386) 943-8166
FL	68701	Back Home Brothers III, LLC	2760 US Hwy. 331 S., Defuniak Springs, FL 32435	(850) 520-4562
FL	30201	Island Jasz, Inc.	1905 S. 14th St., Fernandina Beach, FL 32034	(904) 277-7171

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
FL	44701	Deklam Divas, LLC	11791 S. Cleveland Ave., Fort Myers, FL 33907	(239) 208-2128
FL	44702	Deklam Divas, LLC	17500 Ben Hill Griffin Pkwy., Fort Myers, FL 33913	(239) 415-1688
FL	36301	Fryer Cluck, LLC	106 Eglin Pkwy. NE, Fort Walton Beach, FL 32548	(850) 362-6575
FL	74357	BSBC Go Gators, LLC	7300 W. Newberry Rd., Gainesville, FL 32606	(352) 643-5300
FL	62601	Valrico Chick One, LLC	10580 New E. Bay Rd., Gibsonton, FL 33534	(813) 280-9175
FL	61701	Greenacres Chicken, LLC	5880 Lake Worth Rd., Greenacres, FL 33463	(561) 323-3449
FL	15201	Gulf Breeze Chicken, LLC	1451 Tiger Park Ln., Gulf Breeze, FL 32563	(850) 932-7289
FL	49501	GWA Foods, Inc.	35696 Hwy. 27 S., Haines City, FL 33844	(863) 547-6999
FL	49601	Oakleaf JASZ, Inc.	9710 Applecross Rd., Jacksonville, FL 32222	(904) 778-3013
FL	28503	Jack JASZ, Inc.	12301 San Jose Blvd., Jacksonville, FL 32223	(904) 260-9550
FL	57601	Commonwealth Jasz, Inc.	6707 Commonwealth Ave., Jacksonville, FL 32254	(904) 671-0086
FL	28501	Jack JASZ, Inc.	5626 Butler Point Rd., Jacksonville, FL 32256	(904) 470-4100
FL	70501	Josh JASZ, Inc.	9612 San Jose Blvd., Jacksonville, FL 32257	(904) 379-3027
FL	23901	JAX ZAX, LLC	6351 Roosevelt Blvd., Jacksonville, FL 32244	(904) 778-2007
FL	23902	JAX ZAX, LLC	13972 Beach Blvd., Jacksonville, FL 32224	(904) 821-4211
FL	28504	New Berlin JASZ, Inc.	3175 New Berlin Rd., Jacksonville, FL 32226	(904) 337-1274
FL	71601	Stephenson Foods, LLC	13973 Village Lake Cir., Jacksonville, FL 32258	(904) 527-8173
FL	71602	Stephenson Foods, LLC	4875 Gate Pkwy., Jacksonville, FL 32246	(904) 641-3150
FL	71603	Stephenson Foods, LLC	4210 University Blvd., Jacksonville, FL 32216	(904) 683-5995
FL	15501	S & R Foods of North Jacksonville, Inc.	1372 Airport Rd., Jacksonville, FL 32218	(904) 741-1808
FL	58301	The JASZ Group, Inc.	9569 N. Regency Sq. Blvd. Jacksonville, FL 32225	(904) 720-0443
FL	15702	Cash JASZ, Inc.	9031 New Kings Rd., Jacksonville, FL 32219	(904) 475-2353
FL	74305	BSBC St. Cloud, LLC	2825 E. Irlo Bronson Memorial Hwy. Kissimmee, FL 34744	(407) 734-2286
FL	07601	Atlantic Restaurant Development, Inc.	2640 US Hwy. 90 W., Lake City, FL 32055	(386) 755-6770
FL	09701	Double A Foods, Inc.	4510 US Hwy. 98 N., Lakeland, FL 33809	(863) 816-9900
FL	72801	BSBC Largo, LLC	8585 Ulmerton Rd., Largo, FL 33771	(727) 266-4242

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
FL	44703	Deklam Lehigh, LLC	5557 Lee Blvd., Lehigh Acres, FL 33971	(239) 206-5506
FL	40601	ZaxBax Suncoast, LLC	6861 Hwy. 129, Live Oak, FL 32060	(386) 330-2063
FL	74001	Cypress SD, LLC	2153 Sun Vista Drive, Lutz, FL 33559	(813) 528-8550
FL	25102	St. Clair Restaurant Management, Inc.	2300 S. Hwy. 77, Lynn Haven, FL 32444	(850) 271-5550
FL	26801	J. Parker Properties, LLC	1500 S. 6th St., MacClenny, FL 32063	(904) 259-5108
FL	26901	Demereed, LLC	4235 Lafayette St., Marianna, FL 32446	(850) 482-0067
FL	59401	ZaxBax Suncoast, LLC	6355 N. Wickham Rd., Melbourne, FL 32940	(321) 425-4265
FL	74101	ZaxBax Suncoast, LLC	4325 W. New Haven Ave., Melbourne, FL 32904	(321) 327-3621
FL	61301	Middleburg Jasz, Inc.	2524 Blanding Blvd., Middleburg, FL 32068	(904) 512-1100
FL	09702	Double A Foods, Inc.	6747 N. Church Ave., Mulberry, FL 33860	(863) 619-7200
FL	65901	Ridge Road Swamp Dawg, LLC	11300 Ridge Rd., New Port Richey, FL 34668	(727) 264-6768
FL	69301	Paradise Foods, LLC	1160 John Sims Pkwy. E., Niceville, FL 32578	(850) 842-2490
FL	73407	Courtland of New Smyrna, LLC	2959 SR 44, New Smyrna Beach, FL 32168	(386) 402-8136
FL	63901	Blvd Swamp Dawg, LLC	2175 E. Silver Springs Blvd., Ocala, FL 34471	(352) 351-2251
FL	08401	ZaxBax Ocala, LLC	2900 SW 27th Ave., Ocala, FL 34474	(352) 861-9234
FL	08403	ZaxBax Ocala, LLC	13451 SW 17th Ct., Ocala, FL 34473	(352) 347-5775
FL	65601	ZaxBax Ocala, LLC	3400 N. Pine Ave., Ocala, FL 34475	(352) 877-7900
FL	39701	ZaxBax Ocala, LLC	3351 W. Silver Springs Blvd. Ocala, FL 34475	(352) 789-6001
FL	62401	ZaxBax Ocala, LLC	6033 SW Hwy 200, Ocala, FL 34474	(352) 351-1541
FL	55901	Swamp Dawg AHBH, LLC	3019 SE Maricamp Rd., Ocala, FL 34471	(352) 789-6946
FL	60201	BSBC Ocoee, LLC	8895 W. Colonial Dr., Ocoee, FL 34761	(407) 292-3605
FL	54301	Next Turn Okeechobee, LLC	912 NE Park St., Okeechobee, FL 34974	(863) 357-1466
FL	10301	CKN, Inc.	949 Saxon Blvd., Orange City, FL 32763	(386) 473-7038
FL	15701	JR JASZ, Inc.	1525 County Rd. 220, Orange Park, FL 32003	(904) 269-2911
FL	11301	The JASZ Group II, Inc.	390 Blanding Blvd., Orange Park, FL 32073	(904) 298-2728
FL	66501	BSBC Forest City, LLC	6625 Forest City Rd., Orlando, FL 32810	(407) 299-8554
FL	22201	Fix'n Chick'n, LLC	4067 Millennia Blvd., Orlando, FL 32839	(407) 363-1903
FL	70601	BSBC UCF, LLC	11554 University Blvd., Orlando, FL 32817	(407) 674-7936
FL	72301	BSBC JYP, LLC	10791 S. John Young Pkwy., Orlando, FL 32837	(407) 278-2865
FL	74340	BSBC Landstar, LLC	13969 Landstar Blvd., Orlando, FL 32824	(407) 624-3506
FL	69401	BSBC 6920 S.OBT, LLC	6920 S. Orange Blossom Trail, Orlando, FL 32809	(407) 545-3130

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FL	68901	Courtland of Ormond, LLC	1287 W. Granada Blvd., Ormond Beach, FL 32174	(386) 238-9402
FL	64301	Pace Poultry LLC	4700 Hwy. 90, Pace, FL 32571	(850) 781-1034
FL	45001	HMJ Foods, Inc.	180 Cypress Edge Dr., Palm Coast, FL 32164	(386) 597-2837
FL	41001	Redfish Chicken, Inc.	423 N. State Rd. 19, Palatka, FL 32177	(386) 328-3495
FL	25103	St. Clair Restaurant Management, Inc.	9960 Hutchison Blvd., Panama City Beach, FL 32407	(850) 233-6000
FL	11001	Creighton Foods LLC	2640 Creighton Rd., Pensacola, FL 32504	(850) 477-0025
FL	53501	Nine Mile Wings, LLC	121 E. Nine Mile Rd., Pensacola, FL 32534	(850) 912-8686
FL	59701	Godwin Lane Poultry LLC	3102 Godwin Ln., Pensacola, FL 32514	(850) 912-8337
FL	72901	BSBC Pinellas, LLC	7520 Belcher Rd., Pinellas Park, FL 33781	(727) 289-8692
FL	24801	BLB Restaurants, LLC	2901.5 James Redman Pkwy., Plant City, FL 33564	(813) 752-1971
FL	62001	Sunshine Chicken, Inc.	19590 Cochran Blvd., Port Charlotte, FL 33948	(941) 456-7519
FL	57101	Chicken Daze, LLC	3025 SW Port St. Lucie Blvd., Port St. Lucie, FL 34953	(772) 207-5272
FL	71701	M3 Food Group, LLC	3815 S. Orlando Dr., Sanford, FL 32773	(407) 878-2471
FL	61001	Hills 3 LLC	11709 E. Dr. MLK Blvd., Seffner, FL 33584	(813) 643-7878
FL	66901	Spring Hill Swamp Dawg, LLC	3042 Anderson Snow Rd., Spring Hill, FL 34609	(352) 777-4866
FL	05305	Woodvalley Company, Inc.	1107 N. Ponce De Leon Blvd., St. Augustine, FL 32084	(904) 825-1545
FL	70201	Contentment Foods Anastasia, Inc.	120 Harvest Lane, St. Augustine, FL 32084	(904) 547-2129
FL	72401	Southern Contentment, LLC	950 Santa Maria Blvd., St. Augustine, FL 32086	(904) 295-3836
FL	74336	Contentment Golf Parkway, LLC	5350 State Rd. 16, St. Augustine, FL 32092	(904) 615-1870
FL	74312	Contentment Race Track, LLC	35 Little Cypress Dr., St. Johns, FL 32259	(904) 217-3980
FL	74352	Contentment Fountains, LLC	85 Tyler Way, St. Johns, FL 32259	(904) 342-7538
FL	74306	BSBC Skyway, LLC	3700 34th Street, St. Petersburg, FL 33711	(727) 235-6056
FL	40602	MattsZax 301, Inc.	14065 SE 48th Ave., Starke, FL 32091	(904) 454-1123
FL	21001	Chicken Foot Development, Inc.	3325 Capital Circle NE, Tallahassee, FL 32308	(850) 385-2797
FL	27501	DemerCap, Inc.	180 Capital Circle SW, Tallahassee, FL 32304	(850) 580-4044
FL	40401	Demerchase, Inc.	2901 Mahan Dr., Tallahassee, FL 32308	(850) 216-1016
FL	23201	DemerMon, Inc.	2319 Monroe St., Tallahassee, FL 32303	(850) 383-4301
FL	57301	Demerville, Inc.	6544 Thomasville Rd., Tallahassee, FL 32312	(850) 765-5087
FL	74201	Demerorange, Inc.	5048 Crawfordville Rd., Tallahassee, FL 32305	(850) 765-7772

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FL	18601	Real Chick, Inc.	2889 Apalachee Pkwy., Tallahassee, FL 32301	(850) 656-8003
FL	52001	Jade Op 1, LLC	11619 W. Hillsborough Ave., Tampa, FL 33635	(813) 510-4321
FL	40901	ZaxBax Suncoast, LLC	4201 W. Hillsborough Ave., Tampa, FL 33614	(813) 882-8300
FL	11201	Gator Bait Foods, Inc.	2028 State Route 60, Valrico, FL 33594	(813) 657-6363
FL	71401	Palm Lake Foods, LLC	1345 N. Congress Ave., West Palm Beach, FL 33401	(561) 225-1619
FL	59501	ZaxBax Ocala, LLC	868 E. State Rd. 44, Wildwood, FL 34785	(352) 748-0221
FL	40801	SLJ Foods, Inc.	797 3rd St. SW, Winter Haven, FL 33880	(863) 299-7200
FL	53801	WH Foods II, Inc.	7454 Cypress Garden Blvd., Winter Haven, FL 33884	(863) 875-9499
FL	59101	Yulee Jasz, Inc.	463769 SR 200, Yulee, FL 32097	(904) 474-0380
GA	06302	HLC Foods of Cartersville, LLC	7869 Adairsville Hwy., Adairsville, GA 30103	(770) 877-9557
GA	63501	B&B Chicken, Inc.	911 W. 4th St., Adel, GA 31620	(229) 896-1358
GA	02301	Flying Buffalo, Inc.	2801 Pointe N. Blvd., Albany, GA 31721	(229) 431-1900
GA	02302	Flying Buffalo, Inc.	2806 N. Slappey Dr., Albany, GA 31701	(229) 483-0009
GA	02303	Flying Buffalo, Inc.	405 N. Slappey Blvd., Albany, GA 31701	(229) 888-9995
GA	20401	Haigler Foods, LLC	2005 Old Milton Pkwy., Alpharetta, GA 30004	(678) 762-7620
GA	31901	RCH Foods, LLC	3355 N. Point Pkwy., Alpharetta, GA 30005	(678) 566-4999
GA	37001	KorahZax, LLC	1204 Crawford St., Americus, GA 31709	(229) 931-6300
GA	68101	Dream Big Foods IV, Inc.	1259 Northside Dr. NW, Atlanta, GA 30318	(404) 941-9731
GA	45602	McBirds, Inc.	3568 Chamblee Tucker Rd., Atlanta, GA 30341	(470) 395-1151
GA	29201	Pro Food Enterprises, LLC	3770 Princeton Lakes Pkwy., Atlanta, GA 30331	(404) 344-8884
GA	29001	SJAC Flat Shoals I, LLC	2530 Flat Shoals Rd., Atlanta, GA 30349	(770) 994-4511
GA	26501	SJAC Fulton Ind I, LLC	925 Camp Fulton Way, Atlanta, GA 30336	(404) 629-6770
GA	17705	V & V Foods, LLC.	4388 Roswell Rd. NE, Atlanta, GA 30342	(404) 250-7656
GA	47101	SJAC Ponce, LLC	425 Ponce De Leon, Atlanta, GA 30308	(404) 249-9883
GA	71101	SJAC MLK I, LLC	946 Martin Luther King, Jr Dr. SW, Atlanta, GA 30314	(678) 732-0798
GA	70702	SSR Augusta, LLC	2629 Peach Orchard Rd., Augusta, GA 30906	(706) 798-3000
GA	70704	SSR Augusta, LLC	4001 Harper Franklin Ave., Augusta, GA 30909	(706) 447-2500
GA	70706	SSR Augusta, LLC	2849 Washington Rd., Augusta, GA 30909	(706) 922-9300
GA	49101	Endless Chicken, LLC	2603 E. West Connector SW, Austell, GA 30106	(770) 222-1585

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GA	53902	High Adventure Chicken, Inc.	118 Roberta Dr., Barnesville, GA 30204	(678) 818-1181
GA	10804	Sugar Fork Foods, Inc.	1945 Parkway Pointe Dr., Bethlehem, GA 30620	(770) 867-0455
GA	63801	Payne Brothers Investments, LLC	195 Hwy 515, Blairsville, GA 30512	(706) 745-0092
GA	63802	Payne Brothers Investments, LLC	24 Progress Cir., Blue Ridge, GA 30513	(706) 632-5055
GA	10802	Sugar Fork Foods, Inc.	100 Commons Dr., Braselton, GA 30517	(706) 658-2525
GA	11603	HLC Foods of Carrollton, LLC	135 Hwy 27 Bypass, Bremen, GA 30110	(770) 537-8811
GA	04805	HLC Foods, LLC	230 Frontage Rd., Brunswick, GA 31521	(912) 265-5199
GA	02701	Jamsouth, Inc.	126 Altama Connector, Brunswick, GA 31525	(912) 554-0580
GA	16901	Dead Bird, Inc.	4139 Buford Dr., Buford, GA 30518	(770) 831-8714
GA	08501	Friendship Foods, Inc.	4906 Lanier Islands Pkwy., Buford, GA 30518	(770) 271-1735
GA	57702	Alsa-Mary, Inc.	2972 Hwy 247 Connector, Byron, GA 31088	(478) 654-2658
GA	02504	C.C.H. Restaurant Management, Inc.	400 Hwy 49 N., Byron, GA 31008	(478) 956-3900
GA	33401	Cairo Chicken, Inc.	721 US Hwy. 84 E., Cairo, GA 39828	(229) 307-0006
GA	04201	Gordon Foods, Inc.	645 Hwy 53 E., Calhoun, GA 30701	(706) 624-1975
GA	17602	Meadowbrook Restaurant Company, Inc.	2880 E. Cherokee Dr., Canton, GA 30115	(678) 493-0566
GA	17601	Meadowbrook Restaurant Company, Inc.	156 Prominence Point Pkwy., Canton, GA 30114	(770) 479-5711
GA	17603	Meadowbrook Restaurant Company, Inc.	2036 Cumming Hwy., Canton, GA 30114	(770) 479-0336
GA	11604	HLC Foods of Carrollton, LLC	1195 Bankhead Hwy., Carrollton, GA 30116	(770) 832-1050
GA	11601	HLC Foods of Carrollton, LLC	1125 S. Park St., Carrollton, GA 30117	(770) 838-0777
GA	06301	HLC Foods of Cartersville, LLC	310 Market Place Blvd., Cartersville, GA 30121	(770) 606-0078
GA	06303	HLC Foods of Cartersville, LLC	5 Walnut Grove Rd., Cartersville, GA 30120	(770) 607-0005
GA	72101	Chicken Coup VI, LLC	4906 Peachtree Blvd., Chamblee, GA 30341	(770) 451-6447
GA	30301	Chatsworth Chicken, Inc.	1015 N. 3rd Ave., Chatsworth, GA 30705	(706) 517-4000
GA	00301	McLeroy's Enterprises, Inc.	110 Southern Bank Dr., Clarkesville, GA 30523	(706) 754-5152
GA	69101	1788 Chicken, LLC	43 Bo James St., Clayton, GA 30525	(706) 212-0088
GA	04305	Dublin Food, Inc.	217 S. Main St., Cleveland, GA 30528	(706) 219-4746
GA	73401	Credit to CTC GA LLC	7626 Schomburg Rd., Columbus, GA 31909	(706) 256-3582
GA	73402	Credit to CTC GA LLC	1915 Auburn Ave., Columbus, GA 31906	(706) 507-9297
GA	73403	Credit to CTC GA LLC	6190 Bradley Park Dr., Columbus, GA 31904	(706) 320-0046
GA	06202	BKZ Buena Vista Rd, LLC	4424 Buena Vista Rd., Columbus, GA 31907	(706) 568-8520

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GA	12702	M.O. Chicken, Inc.	30828 US Hwy. 441, Commerce, GA 30529	(706) 335-6787
GA	03603	Brakat Enterprises, Inc.	1871 Hwy 138 SE, Conyers, GA 30013	(770) 922-2636
GA	24001	CMB Foods, Inc.	429 Sigman Rd., Conyers, GA 30012	(770) 918-9610
GA	02503	C.C.H. Restaurant Management, Inc.	2002 Central Ave. Ext., Cordele, GA 31015	(229) 273-2223
GA	04306	Dublin Food, Inc.	180 Cannon Bridge Rd., Cornelia, GA 30531	(706) 778-1417
GA	03602	Brakat Enterprises, Inc.	6243 Turner Lake Rd. NW, Covington, GA 30014	(678) 342-7333
GA	03604	Brakat Enterprises, Inc.	9132 Covington Bypass, Covington, GA 30014	(770) 787-1884
GA	24002	CMB Foods, Inc.	11700 Town Center Dr., Covington, GA 30014	(678) 609-5488
GA	35405	Bratt Foods, Inc.	12945 Brown Bridge Rd., Covington, GA 30016	(706) 557-6068
GA	04001	B & W Foods, LLC	6020 Bethelview Rd., Cumming, GA 30040	(678) 513-0077
GA	17401	Forsyth Foods, Inc.	2810 Keith Bridge Rd., Cumming, GA 30041	(678) 513-2822
GA	24601	Sawnee Mountain Foods, Inc.	520 Sawnee Corners Blvd., Cumming, GA 30040	(678) 513-6252
GA	74337	Holiday Management, LLC	5280 Matt Hwy., Cumming, GA 30028	(768) 771-5725
GA	05401	Faulkner Chick, Inc.	3460 Braselton Hwy., Dacula, GA 30019	(770) 271-0208
GA	10803	Sugar Fork Foods, Inc.	2620 Winder Hwy., Dacula, GA 30019	(770) 995-4362
GA	09301	T&V Foods, Inc.	58 Pine Tree Way, Dahlonega, GA 30533	(706) 867-0932
GA	24402	Moore & Moore Investments, Inc.	202 Hillside Overlook, Dallas, GA 30157	(770) 443-2856
GA	40001	3D Chicken, Inc.	872 College Dr., Dalton, GA 30720	(706) 529-6620
GA	11401	P, B, & T, Inc.	1323 Veterans Dr., Dalton, GA 30721	(706) 217-6622
GA	80102	Perry & Brady Enterprises, Inc.	2710 Airport Rd., Dalton, GA 30720	(706) 428-9394
GA	80103	Perry & Brady Enterprises, Inc.	244 S. 400 Center Ln., Dawsonville, GA 30534	(706) 216-8282
GA	26603	SSR DeKalb, LLC	4805 Flat Shoals Pkwy., Decatur, GA 30034	(470) 412-0952
GA	26605	SSR DeKalb, LLC	3809 N. Druid Hills Rd., Decatur, GA 30033	(470) 264-1812
GA	26604	SSR DeKalb, LLC	3490 Memorial Dr., Decatur, GA 30032	(470) 412-0953
GA	45601	McBirds, Inc.	5632 Buford Hwy., Doraville, GA 30340	(770) 451-2550
GA	03201	DeMersseman Brothers, Inc.	1004 Peterson Ave. S, Douglas, GA 31533	(912) 260-1000
GA	04302	Dublin Food, Inc.	100 Travel Center Blvd., Dublin, GA 31021	(478) 275-1325
GA	04301	Dublin Food, Inc.	2203 Veterans Blvd., Dublin, GA 31021	(478) 275-1070
GA	17702	V&V Foods, LLC	5970 State Bridge Rd., Duluth, GA 30097	(770) 623-4949
GA	19701	Jalee Eatonton, L.L.C.	120 Walmart Way, Eatonton, GA 31024	(706) 923-1910
GA	38001	T Bird Foods, Inc.	614 Elbert St., Elberton, GA 30635	(706) 283-5203

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GA	63015	1788 Chicken, LLC	143 Highland Crossing, Ellijay, GA 30540	(706) 515-1000
GA	70705	SSR Augusta, LLC	3031 William Few Pkwy., Evans, GA 30809	(706) 210-2929
GA	70703	SSR Augusta, LLC	612 Ronald Reagan Dr., Evans, GA 30809	(706) 863-4000
GA	21501	J & B Food Enterprises, LLC	7840 Senoia Rd., Fairburn, GA 30213	(770) 892-4332
GA	63002	1788 Chicken, LLC	1325 Hwy. 85 N., Fayetteville, GA 30214	(678) 817-4321
GA	63003	1788 Chicken, LLC	130 Hwy. 92, Fayetteville, GA 30214	(678) 610-3051
GA	04303	Dublin Food, Inc.	321 Cabiness Rd., Forsyth, GA 31029	(478) 993-1886
GA	59001	ECLA Family Partnership, LLLP	7290 Ingersoll St., Fort Moore, GA 31905	(706) 683-0066
GA	66105	1796 Chicken, LLC	2541 Battlefield Pkwy., Ft. Oglethorpe, GA 30742	(706) 861-3898
GA	12201	J.G. McEnterprises, Inc.	1332 Browns Bridge Rd., Gainesville, GA 30501	(678) 450-0661
GA	68401	McBrothers, Inc.	1977 SE Textile Way, Gainesville, GA 30501	(770) 287-8500
GA	73801	McBridge, Inc.	1281 NW Thompson Bridge Rd., Gainesville, GA 30501	(470) 691-3880
GA	39305	SSR Savannah, LLC	4624 Augusta Rd., Garden City, GA 31408	(912) 438-6667
GA	02201	Gray Food, Inc.	166 W. Clinton St., Gray, GA 31032	(478) 986-4822
GA	17202	Encore Foods, Inc.	1931 Grayson Hwy., Grayson, GA 30017	(770) 963-7855
GA	56502	Go Chick Foods, Inc.	2301 S. Main St., Greensboro, GA 30642	(706) 453-1355
GA	53905	High Adventure Chicken, Inc.	925 W. Taylor St., Griffin, GA 30223	(678) 903-9222
GA	64701	Dream Big Foods III, Inc.	1504 W. McIntosh Rd., Griffin, GA 30223	(770) 233-0446
GA	53903	High Adventure Chicken, Inc.	101 Moreland Rd., Griffin, GA 30224	(678) 408-8811
GA	70708	SSR Augusta, LLC	5002 Steiner Way, Grovetown, GA 30813	(706) 364-0044
GA	74331	1796 Chicken, LLC	2460 Jonesboro Rd., Hampton, GA 30228	(678) 821-2000
GA	05501	Chicken Slingerz, LLC	4560 Jimmy Lee Smith Pkwy., Hiram, GA 30141	(770) 222-2078
GA	17604	Meadowbrook Restaurant Company, Inc.	4825 Holly Springs Pkwy., Holly Springs, GA 30115	(678) 388-7755
GA	53901	High Adventure Chicken, Inc.	501 W. 3rd St., Jackson, GA 30233	(678) 505-0004
GA	53904	High Adventure Chicken, Inc.	108 Hospitality Dr., Jackson, GA 30233	(678) 902-5080
GA	63016	1788 Chicken, LLC	132 Bill Wiggington Pkwy., Jasper, GA 30143	(706) 253-9294
GA	80101	Perry & Brady Enterprises, Inc.	4853 US Hwy. 129 N., Jefferson, GA 30549	(706) 693-4917
GA	26201	SJAC Mount Zion 1, LLC	7149 Mt. Zion Blvd., Jonesboro, GA 30236	(678) 610-7676
GA	49102	Endless Chicken, LLC	6671 Tara Blvd., Jonesboro, GA 30236	(770) 477-1440
GA	16401	10-Four, Inc.	5230 Stilesboro Rd. NW, Kennesaw, GA 30152	(678) 354-4441
GA	19201	Four of a Kind, Inc.	1640 Old Hwy. 41, Kennesaw, GA 30152	(770) 428-8789

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GA	13701	Zelmo Pie, LLC	3160 Acworth Forest Dr. NW, Kennesaw, GA 30144	(770) 974-1147
GA	13702	Chicken Slingerz, LLC	780 Town Park Lane NW, Kennesaw, GA 30144	(770) 429-5778
GA	02702	Jamsouth, Inc.	1377 E. King Ave., Kingsland, GA 31548	(912) 510-8500
GA	06203	BKZ LaGrange, LLC	129 Commerce Ave., LaGrange, GA 30241	(706) 882-0440
GA	28601	J Bird Foods, Inc.	14265 Jones St., Lavonia, GA 30553	(706) 356-1010
GA	63014	1788 Chicken, LLC	1914 Duluth Hwy., Lawrenceville, GA 30043	(770) 277-1973
GA	10801	Sugar Fork Foods, Inc.	3390 Sugarloaf Pkwy., Lawrenceville, GA 30043	(770) 513-1552
GA	74313	OC Hospitality, Inc.	887 Buford Dr., Lawrenceville, GA 30043	(678) 226-1847
GA	17201	Encore Foods, Inc.	743 Pleasant Hill Rd., Lilburn, GA 30047	(770) 921-6161
GA	24701	Great Taste, LLC	650 Maxham Rd., Lithia Springs 30122	(770) 739-8318
GA	24702	Great Taste, LLC	2609 Lee Rd., Lithia Springs, GA 30122	(770) 489-3943
GA	26601	SSR DeKalb, LLC	451 S. Deshon Rd., Lithonia, GA 30058	(470) 264-1813
GA	26602	SSR DeKalb, LLC	2316 Panola Rd., Lithonia, GA 30058	(470) 264-1814
GA	14801	SAQ Enterprise, Inc.	8065 Mall Pkwy., Lithonia, GA 30038	(770) 404-7344
GA	29401	Gofer Foods II, Inc.	5090 Floyd Rd. SW, Mableton, GA 30126	(770) 941-0551
GA	32501	Babsie, Inc.	1680 Bass Rd., Macon, GA 31210	(478) 254-6180
GA	31201	G Money, Inc.	6375 Zebulon Rd., Macon, GA 31220	(478) 254-2276
GA	09101	Graham Crackas, Inc.	4686 Presidential Pkwy., Macon, GA 31206	(478) 405-0080
GA	09102	Graham Crackas, Inc.	4622 Hartley Bridge Rd., Macon, GA 31216	(478) 788-3577
GA	02401	Little C., Inc.	910 Riverside Dr., Macon, GA 31201	(478) 750-1199
GA	59601	Buck Chicken, Inc.	1225 Powder Springs St., Marietta, GA 30064	(770) 575-2206
GA	61201	Chicken Coup V, LLC	2981 Delk Rd., Marietta, GA 30067	(678) 870-7000
GA	41801	Chicken Coup, LLC	1347 Church St. Ext., Marietta, GA 30060	(678) 733-9300
GA	26401	Gofer Foods, Inc.	750 Johnson Ferry Rd., Marietta, GA 30068	(678) 560-8100
GA	20102	Poultry Partners, LLC	591 S. Marietta Pkwy., Marietta, GA 30060	(770) 420-2440
GA	19301	Two, Too!, Inc.	3030 Johnson Ferry Rd., Marietta, GA 30062	(770) 642-9100
GA	51401	Chicken Coup IV, LLC	3405 Dallas Hwy. SW, Marietta, GA 30064	(678) 870-5000
GA	47301	Chicken Coup II, LLC	2756 Sandy Plains Rd. NE, Marietta, GA 30066	(678) 383-4600
GA	70701	SSR Augusta, LLC	510 Furys Ferry Rd., Martinez, GA 30907	(706) 651-9000
GA	70707	SSR Augusta, LLC	3969 Columbia Rd., Martinez, GA 30907	(706) 922-7700
GA	73404	Credit to CTC GA LLC	7033 Ruffie Way, Midland, GA 31820	(706) 256-5671
GA	00901	Avants Food, Inc.	1692 N. Columbia St., Milledgeville, GA 31061	(478) 452-1027

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
GA	33901	AWH Foods, LLC	13788 Hwy. 9, Milton, GA 30004	(770) 772-9356
GA	03601	Brakat Enterprises, Inc.	195 Martin Luther King Jr. Blvd., Monroe, GA 30655	(678) 635-2077
GA	05701	Four G's & M, Inc.	507 S. Veterans Pkwy., Moultrie, GA 31788	(229) 985-2440
GA	63012	1788 Chicken, LLC	759 Bullsboro Dr., Newnan, GA 30263	(770) 251-5216
GA	63013	1788 Chicken, LLC	195 Glenda Trace, Newnan, GA 30265	(770) 252-8552
GA	17501	ZAXATL LLC	4850 Peachtree Ind Blvd., Norcross, GA 30071	(770) 246-8400
GA	18102	JDK Foods, Inc.	6895 Jimmy Carter Blvd., Norcross, GA 30071	(404) 410-7599
GA	18801	Los Pollitos, Inc.	3724 Mundy Mill Rd., Oakwood, GA 30566	(770) 297-0392
GA	50601	Dream Big Foods, Inc.	2793 Highway 54 W., Peachtree City, GA 30269	(678) 489-6964
GA	54801	Dream Big Foods II, Inc.	1203 Hwy. 74 S., Peachtree City, GA 30269	(770) 742-0287
GA	63001	1788 Chicken, LLC	201 Worth Ct., Peachtree City, GA 30269	(770) 632-9454
GA	02501	C.C.H. Restaurant Management, Inc.	101 Hampton Ct., Perry, GA 31069	(478) 987-1020
GA	57703	Alsa-Mary, Inc.	311 Perry Pkwy., Perry, GA 31069	(478) 224-3100
GA	39302	SSR Savannah, LLC	102 Zoya Lane, Pooler, GA 31322	(912) 988-7105
GA	45401	SSR Savannah, LLC	175 Pooler Pkwy., Pooler, GA 31322	(912) 748-7588
GA	24902	SSR Savannah, LLC	100 Old Richmond Rd., Port Wentworth, GA 31407	(912) 395-8884
GA	14401	Code Five Enterprises, Inc.	4410 Brownsville Rd., Powder Springs, GA 30127	(678) 384-1005
GA	40701	SSR Savannah, LLC	80 Exchange St., Richmond Hill, GA 31324	(912) 459-1445
GA	74301	Whaler Foods, LLC	313 S. Columbia Ave., Rincon, GA 31326	(912) 295-3097
GA	66107	1796 Chicken, LLC	6456 Alabama Hwy., Ringgold, GA 30736	(706) 935-9292
GA	38701	SJAC Hwy 85 I, LLC	7541 Hwy. 85, Riverdale, GA 30296	(770) 472-2044
GA	04802	HLC Foods, LLC	2415 Shorter Ave., Rome, GA 30165	(706) 291-9996
GA	04801	HLC Foods, LLC	2790 Martha Berry Hwy. NE, Rome, GA 30165	(706) 234-2888
GA	04804	HLC Foods, LLC	1808 Turner McCall Blvd., Rome, GA 30161	(706) 234-6440
GA	17701	V & V Foods, LLC	11235 Woodstock Rd., Roswell, GA 30075	(770) 552-2245
GA	17703	V & V Foods, LLC	3000 Holcomb Woods Pkwy., Roswell, GA 30076	(678) 352-0707
GA	04803	HLC Foods, LLC	25 Market St., St. Simons Island, GA 31522	(912) 638-4010
GA	17706	V & V Foods, LLC	6545 Roswell Rd. NE, Sandy Springs, GA 30328	(678) 909-8900
GA	20801	CDB Restaurant Group, LLC	4260 Ogeechee Rd., Savannah, GA 31405	(912) 233-2369
GA	25401	SSR Savannah, LLC	5971 Ogeechee Rd., Savannah, GA 31419	(912) 961-5570

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
GA	39301	SSR Savannah, LLC	1935 E. Montgomery Cross Rd., Savannah, GA 31406	(912) 239-6894
GA	44201	JSB Foods, LLC	1917 E. Victory Dr., Savannah, GA 31404	(912) 691-4722
GA	13101	SJAC Food Groups, LLC	5201 S. Cobb Dr. SE, Smyrna, GA 30080	(404) 792-2288
GA	56001	SJAC Cobb Pkwy, LLC	2205 Cobb Pkwy. SE, Smyrna, GA 30080	(770) 858-0000
GA	50401	Chicken Coup III, LLC	1420 Spring Rd. SE, Smyrna, GA 30080	(678) 870-4000
GA	18101	JDK Foods, Inc.	3230 Centerville Hwy., Snellville, GA 30039	(770) 972-1120
GA	10805	Sugar Fork Foods, Inc.	1780 Scenic Hwy., Snellville, GA 30078	(770) 985-9888
GA	26606	SSR DeKalb, LLC	1152 S. Hairston Rd., Stone Mountain, GA 30088	(470) 412-0954
GA	52101	Brothers Chicken, Inc.	5982 Cumming Hwy, Sugar Hill, GA 30518	(678) 765-8065
GA	04806	HLC Foods, LLC	11278 Hwy. 27, Summerville, GA 30747	(706) 808-0103
GA	43201	Five Fingers, Inc.	3125 Mathis Airport Pkwy., Suwanee, GA 30024	(678) 455-3377
GA	10201	Smithtown Foods, Inc.	3545 Lawrenceville Suwanee Rd. NW, Suwanee, GA 30024	(678) 546-0050
GA	02305	Flying Buffalo Five Inc.	601 E. Franklin St., Sylvester, GA 31791	(229) 299-8525
GA	11605	HLC Foods of Carrollton, LLC	557 Carrollton St., Temple, GA 30179	(706) 434-8497
GA	11101	Double D Foods of Thomasville, Inc.	14036 US Hwy. 19 S.,Thomasville, GA 31757	(229) 226-1212
GA	04101	Four G's, L.L.C.	198 S. Virginia Ave., Tifton, GA 31794	(229) 391-9992
GA	37901	Tifton Chicken, Inc.	2201 Tift Ave. N., Tifton, GA 31794	(229) 382-9722
GA	04307	Dublin Food, Inc.	16 Curtis St., Toccoa, GA 30577	(706) 886-5577
GA	35404	Bratt Foods, Inc.	4409 Hugh Howell Rd., Tucker, GA 30084	(678) 609-5525
GA	31501	SJAC South Fulton 1, LLC	5350 Campbellton Fairburn Rd. Union City, GA 30213	(770) 969-7172
GA	35801	The Londonderry Group, LLC	6801 Studio Way, Union City, GA 30291	(770) 892-4715
GA	04401	SSR Savannah, LLC	2705 E. 1st St., Vidalia, GA 30474	(912) 538-1880
GA	11602	HLC Foods of Carrollton, LLC	200 Cooley Dr., Villa Rica, GA 30180	(770) 456-8568
GA	57701	Alsa-Mary, Inc.	3101 Russell Pkwy., Warner Robins, GA 31088	(478) 293-4493
GA	37601	J Man-10, Inc.	401 N. Davis Dr., Warner Robins, GA 31093	(478) 922-1000
GA	00701	Jon Con, Inc.	2931 Watson Blvd., Warner Robins, GA 31093	(478) 971-1122
GA	02802	Jonathan E's, Inc.	861 Warren Dr., Warner Robins, GA 31088	(478) 218-0077
GA	33101	ReynnieLou, Inc.	505 Booth Rd., Warner Robins, GA 31088	(478) 225-2391
GA	56501	Go Chick Foods, Inc.	1013 Park Dr., Watkinsville, GA 30677	(706) 769-2000
GA	05302	HLC Foods, LLC	2316 Memorial Dr., Waycross, GA 31501	(912) 285-7271
GA	01801	Faulkner Foods, Inc.	28 E. May St., Winder, GA 30680	(770) 867-7700

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
GA	17704	V&V Foods, LLC	107 Claremore Dr., Woodstock, GA 30188	(770) 592-1979
IN	69002	G O A T Chicken, Inc.	8714 E. US Hwy. 36, Avon, IN 46123	(317) 707-7092
IN	69003	G O A T Chicken, Inc.	8168 Upland Way, Camby, IN 46113	(317) 830-8435
IN	59303	Unbridled Chicken, LLC	73 Pacer Dr. NW, Corydon, IN 47112	(812) 347-8026
IN	30403	Harris C.W. Properties, LLC	1021 N. Burkhardt Rd., Evansville, IN 47715	(812) 602-5515
IN	46301	Barred Rock, Inc.	13460 Bent Grass Ln., Fishers, IN 46038	(317) 576-9700
IN	52401	Barred Rock, Inc.	1274 N. Emerson Ave., Greenwood, IN 46143	(317) 497-8190
IN	52402	Barred Rock, Inc.	254 Marlin Dr., Greenwood, IN 46142	(317) 497-8888
IN	69001	G O A T Chicken, Inc.	8810 Wesleyan Rd., Indianapolis, IN 46268	(317) 672-2471
IN	59302	Unbridled Chicken, LLC	4277 Mannheim Rd., Jasper, IN 47546	(812) 559-0949
IN	60401	Unbridled Chicken, LLC	5430 E. Hwy. 62, Jeffersonville, IN 47130	(812) 725-9304
IN	44001	Unbridled Chicken, LLC	2870 Technology Ave., New Albany, IN 47150	(812) 725-7484
IN	30404	Harris CW Properties, LLC	8175 High Point Dr., Newburgh, IN 47630	(812) 490-1199
IN	52403	Barred Rock, Inc.	1792 N. Riley Hwy., Shelbyville, 46176	(317) 699-6568
KS	54101	ZAXKC LLC	2035 N. 109th St., Kansas City, KS 66109	(913) 299-8803
KY	53601	Bardstown-Cornerstone, LLC	816 N. 3rd St., Bardstown, KY 40004	(502) 348-8088
KY	00203	Bluegrass Specialty Foods, Inc.	100 Cherry Farms Ln., Bowling Green, KY 42103	(270) 781-1866
KY	00201	Bluegrass Specialty Foods, Inc.	1651 Campbell Ln., Bowling Green, KY 42104	(270) 846-0000
KY	00601	MKM Restaurants, Inc.	1801 US Hwy. 31, Bowling Green, KY 42101	(270) 796-8300
KY	74321	AJ Hospitality, LLC	301 Dohoney Trace, Columbia, KY 42728	(270) 380-1010
KY	36501	Under His Wings of Boyle, LLC	304 Skywatch Dr., Danville, KY 40422	(589) 236-9133
KY	00205	Bluegrass Specialty Foods, Inc.	3000 N. Dixie Ave., Elizabethtown, KY 42701	(270) 982-5222
KY	42501	Under His Wings of Franklin, LLC	1375 Versailles Rd., Frankfort, KY 40601	(502) 695-0060
KY	30401	Harris C.W. Properties, LLC	1551 Nashville Rd., Franklin, KY 42134	(270) 586-6707
KY	31304	Credit to CTC KY, LLC	1133 Lexington Rd., Georgetown, KY 40324	(502) 370-4066
KY	00204	Bluegrass Specialty Foods, Inc.	810 Happy Valley Rd., Glasgow, KY 42141	(270) 629-2445
KY	00202	Bluegrass Specialty Foods, Inc.	4002 Ft. Campbell Blvd., Hopkinsville, KY 42240	(270) 886-2111
KY	31301	Credit to CTC KY LLC	1772 Sharkey Way, Lexington, KY 40511	(859) 226-0011
KY	31302	Credit to CTC KY LLC	531 W. New Cir. Rd., Lexington, KY 40511	(859) 368-0600
KY	31303	Credit to CTC KY LLC	104 Sand Lake Dr., Lexington, KY 40515	(859) 317-9929
KY	31306	Credit to CTC KY LLC	1115 S. Broadway, Lexington, KY 40504	(859) 523-8543
KY	31305	Credit to CTC KY LLC	435 Redding Rd., Lexington, KY 40517	(859) 687-9044

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KY	75612	Brownsboro-Cornerstone, LLC	9903 Brownsboro Rd., Louisville, KY 40241	(502) 677-0808
KY	43501	Cornerstone Equity, LLC	10715 Dixie Hwy., Louisville, KY 40272	(502) 271-6990
KY	58101	North Dixie-Cornerstone, LLC	4949 Dixie Hwy., Louisville, KY 40216	(502) 690-7282
KY	51501	Unbridled Chicken, LLC	3423 Fern Valley Rd., Louisville, KY 40213	(502) 749-3972
KY	38101	Unbridled Chicken, LLC	807 Blankenbaker Pkwy., Louisville, KY 40243	(502) 742-8600
KY	42401	Unbridled Chicken, LLC	5025 Mud Ln., Louisville, KY 40229	(502) 632-1400
KY	59301	Unbridled Chicken, LLC	13811 Terra View Trail, Louisville, KY 40245	(502) 919-9013
KY	74322	Cornerstone Restaurants, LLC	148 Spring Place Dr., Mt. Washington, KY 40047	(502) 866-3088
KY	30402	Harris C.W. Properties, LLC	1209 N. 12 St., Murray, KY 42071	(270) 761-3333
KY	27001	Under His Wings of Jessamine, LLC	200 N. Plaza Dr., Nicholasville, KY 40356	(859) 887-9292
KY	00206	Bluegrass Specialty Foods, Inc.	5030 Frederica St., Owensboro, KY 42301	(270) 691-6166
KY	60801	Unbridled Chicken, LLC	5276 US Hwy. 60 W., Paducah, KY 42001	(270) 577-7569
KY	34401	Under His Wings of Madison, LLC	1111 Kim Kent Dr., Richmond, KY 40475	(859) 624-9722
KY	21302	Unbridled Chicken, LLC	4455 Freedoms Way, Shelbyville, KY 40065	(502) 633-1150
KY	68601	Shepherdsville-Cornerstone, LLC	539 Conestoga Pkwy., Shepherdsville, KY 41065	(502) 543-6000
KY	00207	Bluegrass Specialty Foods, Inc.	2039 S. Hwy 27, Somerset, KY 42501	(606) 416-5495
LA	48501	BC Restaurant Holdings, LLC	4980 Barksdale Blvd., Bossier City, LA 71112	(318) 584-7117
LA	48502	BC Restaurant Holdings, LLC	870 Benton Rd., Bossier City, LA 71111	(318) 584-7106
LA	51001	Geaux Zax I, LLC	1908 W. Hwy. 30, Gonzales, LA 70737	(225) 450-6996
LA	42703	A&M Restaurant Operations, LLC	1608 Sterlington Rd., Monroe, LA 71203	(318) 537-9126
LA	42702	A&M Restaurant Operations, LLC	1103 S. Service Rd., Ruston, LA 71270	(318) 202-5862
LA	42706	BC Restaurant Holdings, LLC	5706 N. Market St., Shreveport, LA 71107	(318) 489-4271
LA	42705	BC Restaurant Holdings, LLC	9619 Mansfield Rd., Shreveport, LA 71118	(318) 606-5332
LA	42701	A&M Restaurant Operations, LLC	145 Wallace Dean Rd., West Monroe, LA 71291	(318) 512-4183
MO	56401	Liberty Cookingham KC LLC	10430 NE Cookingham Dr., Kansas City, MO 64157	(816) 415-3979
MO	56402	Antioch KC LLC	5201 NE Antioch Rd., Kansas City, MO 64119	(816) 326-8724
MO	74400	Oak Grove KC LLC	401 S. Broadway, Oak Grove, MO 64075	(816) 625-1301
MO	54201	Z5 Restaurants, LLC	3220 E. Sunshine St., Springfield, MO 65804	(417) 368-0423
MO	54202	Z5 Restaurants, LLC	540 West El Camino Alto Dr., Springfield, MO 65804	(417) 823-9744
MO	58601	Watson Dak, LLC	322 Hawthorne Blvd., Warrensburg, MO 64093	(660) 422-5631

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
MS	12805	Oxford Foods, Inc.	101 Medical Center Dr., Batesville, MS 38606	(662) 561-0338
MS	74404	Pass Road Poultry LLC	2441 Pass Rd., Biloxi, MS 39531	(228) 207-3396
MS	67601	Ole Brook Chicken, LLC	968 Brookway Blvd., Brookhaven, MS 39601	(601) 833-9121
MS	60902	Oxford Foods, Inc.	804 N. Davis Ave., Cleveland, MS 38732	(662) 579-3043
MS	63019	1788 Chicken, LLC	99 Hwy. 80 E., Clinton, MS 39056	(601) 925-5838
MS	71501	CMS Chicken, Inc.	1729 Hwy. 45 N., Columbus, MS 39705	(662) 327-4606
MS	49801	Dixie Chicken, LLC	1601 Hwy. 72, Corinth, MS 38834	(662) 594-1072
MS	72001	Promenade Partners, LLC	4032 Promenade Pkwy., D'Iberville, MS 39540	(228) 207-1073
MS	63022	1788 Chicken, LLC	115 Promenade Dr., Flowood, MS 39232	(601) 919-0801
MS	12809	Oxford Foods, Inc.	1000 W. Park Ave., Greenwood, MS 38930	(662) 219-0514
MS	60901	Oxford Foods, Inc.	1657 Sunset Dr., Grenada, MS 38901	(662) 226-9451
MS	62101	Hwy 49 Foods, LLC	11383 Hwy 49, Gulfport, MS 39503	(228) 314-3356
MS	63020	1788 Chicken, LLC	4520 Hardy St., Hattiesburg, MS 39402	(601) 264-5254
MS	12806	Oxford Foods, Inc.	2575 McIngvale Rd., Hernando, MS 38632	(662) 429-9949
MS	12802	Oxford Foods, Inc.	761 Goodman Rd., Horn Lake, MS 38637	(662) 349-8585
MS	63021	1788 Chicken, LLC	6330 Ridgewood Ct. Dr., Jackson, MS 39211	(601) 952-0662
MS	63202	RTR, LLC	705 N. 16th Ave., Laurel, MS 39440	(601) 335-6366
MS	67201	WP Foods Grandview, LLC	154 Grandview Blvd., Madison, MS 39110	(601) 898-1117
MS	74326	Ole Brook Chicken III, LLC	1750 Simpson Hwy. 49, Magee, MS 39111	(601) 721-1805
MS	72201	Ole Brook Chicken II, LLC	205 Anna Dr., McComb, MS 39648	(601) 465-0799
MS	74328	MMS Chicken, Inc.	520 MS-19, Meridian, MS 39301	(601) 286-5471
MS	12808	Oxford Foods, Inc.	450 Park Plaza Dr., New Albany, MS 38652	(662) 539-7154
MS	74308	Spring Chicken LLC	4013 Bienville Blvd., Ocean Springs, MS 39564	(228) 215-1808
MS	12804	Oxford Foods, Inc.	7480 Commerce Dr., Olive Branch, MS 38654	(662) 895-2745
MS	12810	Oxford Foods, Inc.	11091 Old Goodman Rd., Olive Branch, MS 38654	(662) 408-4670
MS	12801	Oxford Foods, Inc.	2574 W. Jackson Ave., Oxford, MS 38655	(662) 234-1024
MS	63201	RTR, LLC	1122 Evelyn Gandy Pkwy, Petal, MS 39465	(601) 336-8408
MS	74318	Pontotoc Chicken, LLC	187 MS-17, Pontotoc, MS 38863	(662) 200-2086
MS	74394	Philadelphia Chicken LLC	1102 Central Dr., Philadelphia, MS 39350	(601) 389-8168
MS	74310	WP Foods Richland LLC	102 Marketplace Dr., Richland, MS 39218	(769) 233-7086
MS	52501	E Hospitality, LLC	302 E. Main St., Senatobia, MS 38668	(662) 301-8538
MS	12807	Oxford Foods, Inc.	6676 Getwell Rd., Southaven, MS 38671	(662) 253-8501

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
MS	18301	Starkville Food Partners, Inc.	829 Hwy. 12, Starkville, MS 39759	(662) 320-9003
MS	12803	Oxford Foods, Inc.	1013 W. Barnes Crossing Rd., Tupelo, MS 38804	(662) 350-3062
MS	73609	1788 Chicken, LLC	3316 Pemberton Sq., Vicksburg, MS 39180	(601) 429-8936
MS	74538	West Point Chicken, LLC	5697 Hwy. 45 Alt. S., West Point, MS 39773	(6620 391-4303
NC	22601	Griffeth Foods, Inc.	701 Leonard Ave., Albemarle, NC 28001	(704) 982-4440
NC	69201	1st & Goal Nichols Plaza, LLC	1171 Pine Plaza Dr., Apex, NC 27523	(919) 746-9270
NC	40304	CKC Archdale LLC	10401 S. Main St., Archdale, NC 27263	(336) 307-4030
NC	25801	LSC Foods, Inc.	1205 E. Dixie Dr., Asheboro, NC 27203	(336) 629-5009
NC	32801	Asheville Foods, LLC	1650 Hendersonville Rd., Asheville, NC 28803	(828) 277-2228
NC	40301	Avants Enterprise, LLC	330 New Leicester Hwy., Asheville, NC 28806	(828) 575-2160
NC	40303	Avants Enterprise, LLC	425 Smokey Park Hwy., Asheville, NC 28806	(828) 633-6101
NC	46901	JJM NC I, LLC	5337 US Hwy. 158, Bermuda Run, NC 27006	(336) 941-9051
NC	55201	SSR Boone, LLC	545 Hwy. 105 Ext., Boone, NC 28607	(828) 266-3477
NC	22702	R and L Brevard LLC	205 Asheville Hwy., Brevard, NC 28712	(828) 884-7071
NC	36602	Georgia Carolina Foods, Inc.	3117 Garden Rd., Burlington, NC 27215	(336) 524-6150
NC	35603	3M & N, Inc.	80 Brandywood Ct., Cameron, NC 28326	(910) 436-5700
NC	71201	W&S Cary, LLC	1021 N. Harrison Ave., Cary, NC 27513	(919) 481-2070
NC	58001	Dhruvin II, Inc.	8905 Albemarle Rd., Charlotte, NC 28277	(704) 910-4088
NC	16301	TAT Foods, Inc.	12857 Hwy. 70 W., Clayton, NC 27520	(919) 359-6100
NC	05101	Griffeth Restaurants, Inc.	7781 Gateway Ln. NW, Concord, NC 28027	(704) 979-6030
NC	30801	TFP Foods, LLC	355 Copperfield Blvd. NE, Concord, NC 28025	(704) 782-3663
NC	49201	East Lincoln Foods, LLC	7179 NC 73 Hwy., Denver, NC 29037	(980) 222-6006
NC	46701	Durham Foods, Inc.	3820 N. Roxboro St., Durham, NC 27704	(919) 251-9650
NC	71301	W&S Durham, LLC	3520 Hillsborough Rd., Durham, NC 27705	(919) 973-5693
NC	35601	3M & N, Inc.	501 E. Jackson Blvd., Erwin, NC 28339	(910) 892-3965
NC	52901	Fry Guys Management Group 1, LLC	4503 Ramsey St., Fayetteville, NC 28311	(910) 491-0618
NC	65201	Fry Guys Management Group 2, LLC	2166 Skibo Rd., Fayetteville, NC 28314	(910) 263-8004
NC	08801	M.C. Carnes Incorporated	1405 Walter Reed Rd., Fayetteville, NC 28304	(910) 223-1111
NC	38401	My Fries Are Cold, LLC	9556 Cliffdale Rd., Fayetteville, NC 28304	(910) 491-7100
NC	19102	In the Ballpark, Inc.	30 McMurray Rd., Flat Rock, NC 28731	(828) 697-7277
NC	66201	Ella&DaxTLLC	1341 N. Main St., Fuquay-Varina, NC 27526	(919) 552-3981

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
NC	60701	1st and Goal Garner, LLC	20 Eagle Wing Way, Garner, NC 27529	(919) 773-0061
NC	59901	321 Foods, LLC	2430 N. Chester St., Gastonia, NC 28052	(980) 320-1241
NC	43701	Gastonia Foods, LLC	3460 E. Franklin Blvd., Gastonia, NC 28056	(704) 879-4310
NC	60001	West Gaston Foods, LLC	2201 W. Franklin Blvd., Gastonia, NC 28056	(980) 888-4426
NC	36101	GAT Goldsboro Foods, Inc.	104 N. Berkeley Blvd., Goldsboro, NC 27534	(919) 288-2933
NC	39501	Georgia Carolina Foods II, Inc.	501 S. Main St., Graham, NC 27253	(336) 226-4330
NC	47401	JJM NC II, LLC	2111 Pyramid Village Blvd., Greensboro, NC 27405	(336) 375-4500
NC	23801	BCD Restaurants, LLC	3501 W. Gate City Blvd., Greensboro, NC 27407	(336) 808-5819
NC	49001	NC Chicks, LLC	100 Bantiff Way, Greensboro, NC 27406	(336) 378-6001
NC	41301	ZaxBax Greensboro, LLC	1657 New Garden Rd., Greensboro, NC 27410	(336) 854-0415
NC	50301	ZaxBax Greensboro, LLC	2502 Battleground Ave., Greensboro, NC 27408	(336) 617-3742
NC	65801	ZaxBax Greensboro, LLC	4630 West Market St., Greensboro, NC 27407	(336) 323-2602
NC	20201	Trust Foods, L.L.C.	1098 Allen Rd., Greenville, NC 27834	(252) 752-4754
NC	20202	Trust Foods, L.L.C.	2035 E. Fire Tower Rd., Greenville, NC 27858	(252) 353-4445
NC	12301	C & D Foods, Inc.	6701 Kee Ln., Harrisburg, NC 28075	(704) 455-5788
NC	19101	In the Ballpark, Inc.	67 Highlands Sq. Dr., Hendersonville, NC 28792	(828) 693-4566
NC	65101	C&D Restaurants, Inc.	2383 Springs Rd. NE, Hickory, NC 28601	(828) 256-6001
NC	48201	StevenMatthew Foods, Inc.	1330 Lenoir Rhyne Blvd. SE, Hickory, NC 28602	(828) 324-2210
NC	07501	Hayes Investments of High Point, LLC	3895 Brian Jordan Pl., High Point, NC 27265	(336) 812-3838
NC	43001	ZaxBax Greensboro, LLC	1827 N. Main St., High Point, NC 27262	(336) 307-2552
NC	44901	1st and Goal Holly Springs Towne Center, LLC	101 Grand Hill Pl., Holly Springs, NC 27540	(919) 762-0432
NC	11701	Carnes-Pass Foods, Inc.	3015 N. Main St., Hope Mills, NC 28348	(910) 429-3004
NC	44301	Double A Foods, LLC	16601 Statesville Rd., Huntersville, NC 28078	(704) 997-6228
NC	44102	Guardian Foodservices, LLC	4120 Western Blvd. Ext.,Jacksonville, NC 28546	(910) 238-2450
NC	50501	JJM Operations East Mountain, LLC	110 Pineview Ct., Kernersville, NC 27284	(336) 497-4222
NC	64401	NC Chicks V, LLC	212 Ingram Dr., King, NC 27021	(336) 985-6800
NC	32201	AT Foods, Inc.	6702 Hwy 64 E., Knightdale, NC 27545	(919) 261-9995
NC	38403	My Fries Are Cold, LLC	905 US 401 Bypass, Laurinburg, NC 28352	(910) 277-3703
NC	35602	3M & N, Inc.	1665 N. Main St., Lillington, NC 27546	(910) 814-1665

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
NC	26701	Lincoln County Foods, LLC	922 E. Main St., Lincolnton, NC 28092	(704) 735-7767
NC	06801	Carnes Incorporated	5011 Fayetteville Rd., Lumberton, NC 28358	(910) 608-3282
NC	33302	Avants Enterprise, LLC	1192 W. Henderson St., Marion, NC 28752	(828) 659-9966
NC	36601	Georgia Carolina Foods, Inc.	1316 Mebane Oaks Rd., Mebane, NC 27302	(919) 304-1260
NC	71901	Dhruvin IV, LLC	2232 W. Roosevelt Blvd., Monroe, NC 28110	(704) 283-0100
NC	44801	Dhruvin, Inc.	288 W. Plaza Dr., Mooresville, NC 28117	(704) 660-2255
NC	44103	Guardian Foodservices, LLC	4970 Arendell St., Morehead City, NC 28557	(252) 773-0498
NC	33301	Avants Enterprise, LLC	2102 S. Sterling St., Morganton, NC 28655	(828) 433-5151
NC	63803	Payne Brothers Investments, LLC	826 US Hwy. 64, Murphy, NC 28906	(828) 835-3331
NC	65001	ZaxNash, LLC	101 E. Evans Dr., Nashville, NC 27856	(252) 459-9511
NC	44101	Guardian Foodservices, LLC	2006 S. Glenburnie Rd., New Bern, NC 28562	(252) 633-3337
NC	74397	Two Birdz, LLC	940 E. 3rd St., Pembroke, NC 28372	(910) 775-9028
NC	80200	ZaxPitt, LLC	28 Harper Ln., Pittsboro, NC 27312	(919) 904-7000
NC	35101	TBA Raleigh Foods, Inc.	8812 Harvest Oaks Dr., Raleigh, NC 27615	(919) 847-8151
NC	74302	ZaxTech, LLC	7400 Louisburg Rd., Raleigh, NC 27616	(984) 200-2746
NC	66301	ZaxState, LLC	2901 Hillsborough St., Raleigh, NC 27607	(984) 242-0789
NC	28801	TBA Rocky Mount Foods I, Inc.	1410 Jeffrey's Rd., Rocky Mount, NC 27804	(252) 212-1703
NC	21201	Triple G, Inc.	301 Faith Rd., Salisbury, NC 28146	(704) 639-9929
NC	38402	My Fries Are Cold, LLC	3220 NC 87 Hwy. S., Sanford, NC 27332	(919) 777-7269
NC	51101	Brunswick Properties, LLC	4736 Main St., Shallotte, NC 28470	(910) 754-3500
NC	43601	Lincolnton Foods LLC	2005 E. Dixon Blvd., Shelby, NC. 28152	(704) 487-8700
NC	22101	TAT Smith Foods, Inc.	130 Smithfield Crossing Dr., Smithfield, NC 27577	(919) 938-1700
NC	63302	MFC Charlotte, LLC	160 Partners Cir., Southern Pines, NC 28387	(910) 684-8496
NC	70301	Fry Guys Management Group 3, LLC	130 South 3rd St., Spring Lake, NC 28390	(910) 568-5238
NC	22701	R and L Sylva LLC	284 E. Main St., Sylva, NC 28779	(828) 631-3100
NC	57401	NC Chicks III, LLC	1148 Randolph St., Thomasville, NC 27360	(336) 313-8636
NC	46101	Wake Foods, Inc.	995 Durham Rd., Wake Forest, NC 27587	(919) 435-0387
NC	53401	NC Chicks II, LLC	5211 Walkertown Commons Cir. Walkertown, NC 27051	(336) 595-4522
NC	46501	Bart Foods, LLC	1400 Carolina Ave, Washington, NC 27889	(252) 940-1418
NC	22703	R and L Waynesville LLC	424 Russ Ave., Waynesville, NC 28786	(828) 456-2888
NC	40302	Avants Enterprise, LLC	60 Weaver Blvd., Weaverville, NC 28787	(828) 484-8523

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
NC	65102	C&D Restaurants, Inc.	1030 Jake Alexander Blvd. West Salisbury, NC 28147	(704) 603-4467
NC	38404	My Fries Are Cold, LLC	10 Northfield Center, Whiteville, NC 28472	(910) 640-1887
NC	67401	ZaxWhit, LLC	1100 Sedalia Crossing Lane Whitsett, NC 27377	(336) 446-6522
NC	48002	Gallus Enterprises, LLC	6811 Gordon Rd., Wilmington, NC 28411	(910) 392-7000
NC	48001	Gallus Enterprises, LLC	4409 S. 17th St. Ext., Wilmington, NC 28412	(910) 796-3031
NC	50701	Z-Wilson Foods, Inc.	3019 Raleigh Rd. Pkwy., Wilson, NC 27896	(252) 991-6444
NC	63101	NC Chicks IV, LLC	3179 Peters Creek Pkwy., Winston-Salem, NC 27103	(336) 997-9188
NC	68301	W&S NC Management Company, LLC	430 Summit Sq., Winston-Salem, NC 27105	(336) 377-1028
NC	51901	ZaxBax Greensboro, LLC	3840 Oxford Station Way, Winston-Salem, NC 27101	(336) 659-1267
NC	37401	JACAR FOODS, LLC	4135 S. Memorial Dr., Winterville, NC 28590	(252) 215-5806
OK	63401	Lady Di Midwest City I, LLC	2317 S. Douglas Blvd., Midwest City, OK 73130	(405) 455-3200
OK	56201	Lady Di S Service, LLC	2720 S. Service Rd., Moore, OK 73160	(405) 703-2186
OK	61801	Lady Di Mustang I, LLC	1084 E. State Hwy. 152, Mustang, OK 73064	(405) 256-6331
OK	73602	Credit to CTC OK, LLC	12807 East 86th St., Owasso, OK 74055	(918) 928-4242
OK	73603	Credit to CTC OK, LLC	1717 S. Yale Ave., Tulsa, OK 74112	(539) 215-3175
OK	73601	Credit to CTC OK, LLC	6995 S. Mingo Rd., Tulsa, OK 74133	(918) 893-2277
OK	57201	Lady Di NW Expy I, LLC	5859 Northwest Expy., Warr Acres, OK 73132	(405) 603-8190
SC	70903	Fowl Play SC, LLC	1660 E. Greenville St., Anderson, SC 29621	(864) 225-5223
SC	70901	Fowl Play SC, LLC	3800 Clemson Blvd., Anderson, SC 29621	(864) 222-0158
SC	70902	Fowl Play SC, LLC	652 Hwy 28 Bypass, Anderson, SC 29624	(864) 716-0160
SC	12101	MG Foods, Inc.	210 Robert Smalls Pkwy., Beaufort, SC 29906	(843) 379-2100
SC	57801	SSR Bluffton, LLC	21 Baylor Brook Dr., Bluffton, SC 29910	(843) 705-3443
SC	01314	Guernsey Holdings ZRC OpCo, LLC	221 Blythewood Rd., Blythewood, SC 29016	(803) 851-0040
SC	03001	Guernsey Holdings ZRC OpCo, LLC	821 Knox Abbot Dr., Cayce, SC 29033	(803) 791-5200
SC	70401	Crescent Moon Foods, Inc.	649 Columbia Ave., Chapin, SC 29036	(803) 575-8006
SC	35403	Bratt Foods, Inc.	8419 Dorchester Rd. North Charleston, SC 29420	(843) 767-3637
SC	35402	Bratt Foods, Inc.	3476 Shelby Ray Ct., Charleston, SC 29414	(843) 763-0466
SC	72701	Melissa Foods, LLC	1018 Folly Rd., Charleston, SC 29412	(843) 762-1919
SC	72601	Isabella Foods, LLC	1908 Sam Rittenberg Blvd. Charleston, SC 29407	(843) 769-2707

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
SC	46001	Clinton Chicken, LLC	18926 Hwy. 72, Clinton, SC 29325	(864) 547-1940
SC	05602	Fowl Play SC, LLC	9840 Two Notch Rd., Columbia, SC 29229	(803) 462-0013
SC	01312	Guernsey Holdings ZRC OpCo, LLC	7713 Garners Ferry Rd., Columbia, SC 29206	(803) 776-9232
SC	01313	Guernsey Holdings ZRC OpCo, LLC	316 Bush River Rd., Columbia, SC 29210	(803) 772-9799
SC	01308	Guernsey Holdings ZRC OpCo, LLC	1041 Sam's Crossing Dr., Columbia, SC 29229	(803) 419-2747
SC	01309	Guernsey Holdings ZRC OpCo, LLC	2001 N. Beltline Blvd., Columbia, SC 29204	(803) 787-2100
SC	03002	Guernsey Holdings ZRC OpCo, LLC	101 Clemson Rd., Columbia, SC 29229	(803) 419-1599
SC	07301	Guernsey Holdings ZRC OpCo, LLC	1623 Church St., Conway, SC 29526	(843) 488-2005
SC	23401	Feathered Friendz, Inc.	1555 E. Main St., Duncan, SC 29334	(864) 486-1500
SC	06101	Guernsey Holdings ZRC OpCo, LLC	2298 S. Irby St., Florence, SC 29505	(843) 665-1444
SC	01304	Guernsey Holdings ZRC OpCo, LLC	2211 W. Lucas St., Florence, SC 29501	(843) 662-8600
SC	01306	Guernsey Holdings ZRC OpCo, LLC	2100 Florence Harllee Blvd., Florence, SC 29506	(843) 662-3900
SC	01901	Guernsey Holdings ZRC OpCo, LLC	2099 W. Evans St., Florence, SC 29501	(843) 665-5200
SC	54001	Fountain Featherz, LLC	350 McCarter Rd., Fountain Inn, SC 29644	(864) 862-4400
SC	74345	House Hens, LLC	871 Windslow Ave., Gaffney, SC 29341	(864) 206-4243
SC	21601	Peachy Poultry, Inc.	1526 W. Floyd Baker Blvd., Gaffney, SC 29341	(864) 489-9291
SC	14301	GNC Enterprises, Inc.	433 St. James Ave., Goose Creek, SC 29445	(864) 863-9000
SC	63601	Barnyard Buddies, LLC	1960 Hwy. 101, Greer, SC 29651	(864) 469-6421
SC	42901	Cookin Chickinz, LLC	920 W. Wade Hampton Blvd., Greer, SC 29651	(864) 968-0701
SC	01303	Guernsey Holdings ZRC OpCp, LLC	1236 S. 4th St., Hartsville, SC 29550	(843) 339-2600
SC	62501	Luck of the Cluck, Inc.	11910 Asheville Hwy, Inman, SC 29349	(864) 708-3211
SC	74327	Ballentine Foods, Inc.	1325 Dutch Fork Rd., Irmo, SC 29063	(803) 638-4845
SC	05601	Fowl Play SC, LLC	1042 Lake Murray Blvd., Irmo, SC 29063	(803) 732-0011
SC	41401	Wingz Like Eagles, LLC	400 Exchange Dr., Laurens, SC 29360	(864) 681-2100
SC	05603	Fowl Play SC, LLC	5400 Sunset Blvd., Lexington, SC 29072	(803) 356-2901
SC	48801	Lexington Foods, Inc.	823 Hwy. 378, Lexington, SC 29072	(803) 785-4000
SC	34701	Quality Foods, Inc.	1759 S. Lake Dr., Lexington, SC 29073	(803) 996-6000
SC	58401	South Carolina Foods, Inc.	2819 Paxville Hwy., Manning, SC 29102	(803) 505-6777

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
SC	74304	Big Rooster, Inc.	11872 S. Hwy. 707, Murrells Inlet, SC 29586	(843) 651-1400
SC	25901	Moncks Corner, LLC	507 N. Hwy. 52, Moncks Corner, SC 29461	(843) 482-0641
SC	11801	Guernsey Holdings ZRC OpCo, LLC	3725 Oleander Dr., Myrtle Beach, SC 29577	(843) 839-4020
SC	01302	Guernsey Holdings ZRC OpCo, LLC	100 Strand Market Dr., Myrtle Beach, SC 29588	(843) 215-2025
SC	01307	Guernsey Holdings ZRC OpCo, LLC	3858 Renee Dr., Myrtle Beach, SC 29579	(843) 236-7859
SC	35401	Bratt Foods, Inc.	9141 University Blvd., North Charleston, SC 29406	(843) 764-3634
SC	72501	Wilson Foods, LLC	6924 Rivers Ave., North Charleston, SC 29406	(843) 553-8945
SC	55801	CHS Foods, LLC	4845 Tanger Outlet Blvd., North Charleston, SC 29814	(843) 212-4700
SC	38201	Jevin, Inc.	3820 Hwy. 17 S., North Myrtle Beach, SC 29582	(843) 427-7252
SC	01310	Guernsey Holdings ZRC OpCo, LLC	2572 N. Rd., Orangeburg, SC 29118	(803) 268-9988
SC	01311	Guernsey Holdings ZRC OpCo, LLC	3591 St. Matthews Rd., Orangeburg, SC 29118	(803) 531-1611
SC	70904	Fowl Play SC, LLC	7545 U.S. 76, Pendleton, SC 29670	(864) 651-0020
SC	47701	Chicken Pickin', Inc.	2631 Gentry Memorial Hwy., Pickens, SC 29671	(864) 507-0440
SC	74346	ZaxBax, LLC	7410 Augusta Rd., Piedmont, SC 29673	(864) 535-6790
SC	09601	A & D Boys, Inc.	2763 Home Depot Blvd., Rock Hill, SC 29730	(803) 985-5050
SC	37301	A & D Boys, Inc.	2889 Heckle Blvd., Rock Hill, SC 29732	(803) 366-1550
SC	63701	Roebuck Roosters, LLC	6177 Highway 221, Roebuck, SC 29376	(864) 586-1959
SC	74311	ZaxBax, LLC	120 Kufner Ct., Simpsonville, SC 29680	(864) 568-0806
SC	15801	Avants Enterprise, LLC	1601 E. Main St., Spartanburg, SC 29307	(864) 585-0800
SC	05001	Parrish Enterprises, LLC	1910 Boiling Springs Rd., Spartanburg, SC 29316	(864) 814-7003
SC	10001	Avants Enterprise, LLC	1715 John B. White, Sr. Blvd., Spartanburg, SC 29301	(864) 576-1505
SC	74317	ZaxBax Spartanburg, LLC	2272 Nazareth Church Rd., Spartanburg, SC 29301	(864) 438-2148
SC	21101	Azalea Square, LLC	320 Azalea Sq. Blvd., Summerville, SC 29483	(843) 851-9506
SC	67001	Best Chick, Inc.	1629 Central Ave., Summerville, SC 29483	(843) 875-9400
SC	01301	Guernsey Holdings ZRC OpCo, LLC	1128 Broad St., Sumter, SC 29150	(803) 775-9464
SC	01305	Guernsey Holdings ZRC OpCo, LLC	2030 McCrays Mill Rd., Sumter, SC 29154	(803) 773-1500
SC	65401	We'll Holler, Inc.	3441 Blue Ridge Blvd., Walhalla, SC 29691	(864) 916-2545

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
SC	18701	Ward Foods, Inc.	2320 Augusta Rd., West Columbia, SC 29169	(803) 739-1300
TN	15001	Aluminum Chicken, LLC	1099 Hunters Crossing, Alcoa, TN 37701	(865) 980-9570
TN	40501	Music City Foods, LLC	915 Bell Rd., Antioch, TN 37013	(615) 296-9856
TN	45802	Harriman Foods, LLC	1510 S. Congress Pkwy., Athens, TN 37303	(423) 252-0210
TN	56301	Hickory Chick, LLC	471 Old Hickory Blvd., Brentwood, TN 37027	(615) 627-0723
TN	66108	1796 Chicken, LLC	623 Signal Mountain Rd., Chattanooga, TN 37405	(423) 490-9913
TN	66101	1796 Chicken, LLC	7643 E. Brainerd Rd., Chattanooga, TN 37421	(423) 894-2445
TN	66103	1796 Chicken, LLC	4815 Hwy. 58, Chattanooga, TN 37416	(423) 648-5866
TN	66109	1796 Chicken, LLC	3105 Cummings Hwy., Chattanooga, TN 37419	(423) 661-7778
TN	53101	Avants Chicken, LLC	7328 Shallowford Rd., Chattanooga, TN 37421	(423) 499-2940
TN	47801	NesteggZ, Inc.	3872 Trenton Rd., Clarksville, TN 37040	(931) 551-8356
TN	22301	Jetsen, Inc.	2119 Lowes Dr., Clarksville, TN 37040	(931) 552-7141
TN	34801	Jetsen-Six, Inc.	1694 Fort Campbell Blvd., Clarksville, TN 37042	(931) 648-9353
TN	41203	Cleveland Foods, LLC	425 Stuart Rd. NE, Cleveland, TN 37312	(423) 428-8657
TN	41202	Cleveland Foods, LLC	1430 NW25th St., Cleveland, TN 37311	(423) 479-4562
TN	41201	Cleveland Foods, LLC	2481 Treasury Dr. SE, Cleveland, TN 37323	(423) 559-2858
TN	51203	Memphis Foods, LLC	375 New Byhalia Rd., Collierville, TN 38017	(901) 850-5103
TN	51206	Memphis Foods, LLC	3671 S. Houston Levee Rd., Collierville, TN 38017	(901) 316-5550
TN	28901	RTW Foods, LLC	222 S. James Campbell Blvd., Columbia, TN 38401	(931) 388-5522
TN	58801	Its Allgood Chicken, Inc.	320 Big Mac Dr., Cookeville, TN 38506	(931) 537-3388
TN	25601	Putnam Foods, LLC	395 W. Jackson St., Cookeville, TN 38501	(931) 372-1700
TN	71801	WP Foods Covington, LLC	1639 Hwy. 51 S., Covington, TN 38019	(901) 313-9011
TN	51204	Memphis Foods, LLC	1420 N. Germantown Pkwy., Cordova, TN 38016	(901) 624-9497
TN	51205	Memphis Foods, LLC	1180 Houston Levee Rd., Cordova, TN 38018	(901) 208-8780
TN	66102	1796 Chicken, LLC	300 Able Dr., Dayton, TN 37321	(423) 428-8282
TN	23002	American Family Foods, LLC	102 Lowe's Dr., Dickson, TN 37055	(615) 441-3636
TN	15003	Admiral Chicken, LLC	11636 Parkside Dr., Farragut, TN 37934	(865) 671-1222
TN	43301	Farris & Associates II, Inc.	1511 Huntsville Hwy., Fayetteville, TN 37334	(931) 227-4999
TN	69702	Harpeth River Chicken, LLC	1201 Murfreesboro Rd., Franklin, TN 37067	(615) 790-0210
TN	13901	Paw Daddy's, LLC	580 Village Green Dr., Gallatin, TN 37066	(615) 451-2992

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TN	19601	MOJO Foods, Inc.	3280 E. Andrew Johnson Blvd., Greeneville, TN 37745	(423) 638-4103
TN	45801	Harriman Foods, LLC	2022 Roane State Hwy., Harriman, TN 37748	(865) 376-4711
TN	20301	BRS Food, LLC	118 N. Anderson Ln., Hendersonville, TN 37075	(615) 264-9074
TN	45501	ROC Solid II Foods, LLC	4115 Lebanon Pike, Hermitage, TN 37076	(615) 454-2045
TN	32101	Epic Family Foods, LLC	5013 Hixson Pike, Hixson, TN 37343	(423) 875-0230
TN	45202	WP Foods Jackson, LLC	222 Oil Well Rd., Jackson, TN 38305	(731) 300-4090
TN	45201	WP Foods Jackson, LLC	1155 Vann Dr., Jackson, TN 38305	(731) 256-8493
TN	45203	WP Foods Jackson, LLC	1543 S. Highland Ave., Jackson, TN 38301	(731) 300-3668
TN	66401	Johnson City Foods, LLC	1823 W. State of Franklin Rd., Johnson City, TN 37604	(423) 975-0100
TN	66402	Johnson City Foods, LLC	2111 N. Roan St., Johnson City, TN 37601	(423) 610-0022
TN	49401	Chicken Bluff, LLC	128 N. Cedar Bluff Rd., Knoxville, TN 37923	(865) 394-9542
TN	66001	Dento Enterprises 2, LLC	2936 Miller Place Way, Knoxville, TN 37924	(865) 281-3669
TN	54401	Dento Enterprises, LLC	4020 Crippen Rd., Knoxville, TN 37918	(865) 377-3848
TN	56701	Hardin Valley Zax, LLC	10806 Hardin Valley Rd., Knoxville, TN 37932	(865) 210-8338
TN	48701	Kingston Chicken, LLC	6913 Kingston Pike, Knoxville, TN 37919	(865) 474-1385
TN	64001	Norwood Chicken, LLC	5567 Clinton Hwy, Knoxville, TN 37912	(865) 770-3501
TN	51201	Memphis Foods, LLC	9104 Hwy. 64, Lakeland, TN 38002	(901) 386-9683
TN	57903	H&M Chicken, LLC	1298 E. Ellington Pkwy., Lewisburg, TN 37091	(931) 422-2005
TN	57902	H&M Chicken, LLC	2119.5 N. Locust Ave., Lawrenceburg, TN 38464	(931) 244-6670
TN	74324	Cedar City Chicken, LLC	447 Hwy. 109 N., Lebanon, TN 37090	(615) 470-5816
TN	18501	Wings Over the South, LLC	638 S. Cumberland St., Lebanon, TN 37087	(615) 449-4566
TN	39402	JBC Zax LLC	855 Hwy 321 N., Lenoir City, TN 37771	(865) 986-9111
TN	36801	WP Foods Lexington, LLC	390 W. Church St., Lexington, TN 38351	(731) 651-4929
TN	59801	River ROC, LLC	2228 Gallatin Pike N., Madison, TN 37115	(615) 448-6817
TN	49802	Dixie Chicken, LLC	2131 Hillsboro Blvd., Manchester, TN 37355	(931) 954-5998
TN	47901	Unbridled Chicken, LLC	161 Commons Dr., Martin, TN 38237	(731) 261-1106
TN	39401	JBC Zax LLC	2335 Marketplace Dr., Maryville, TN 37801	(865) 379-0414
TN	57901	H&M Chicken, LLC	511 N. Chancery St., McMinnville, TN 37110	(931) 474-3939
TN	51210	Memphis Foods, LLC	436 N. Perkins Ext., Memphis, TN 38117	(901) 779-4079
TN	51209	Memphis Foods, LLC	1831 Kirby Pkwy., Memphis, TN 38120	(901) 310-4863
TN	51207	Memphis Foods, LLC	2240 Union Ave., Memphis, TN 38104	(901) 417-7908

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
TN	51202	Memphis Foods, LLC	3852 Hacks Cross, Memphis, TN 38125	(901) 417-7978
TN	51211	Memphis Foods, LLC	6306 Stage Rd., Memphis, TN 38134	(901) 454-3803
TN	51208	Memphis Foods, LLC	8537 US Hwy. 51 N., Millington, TN 38053	(901) 872-0274
TN	15002	Motown Chicken, LLC	486 Davie Crockett Pkwy., Morristown, TN 37813	(423) 318-8858
TN	40201	South Mount Juliet, LLC	719 S. Mount Juliet Rd., Mount Juliet, TN 37122	(615) 758-4995
TN	23003	American Family Foods, LLC	2678 S. Church St., Murfreesboro, TN 37127	(615) 895-5133
TN	49803	Dixie Chicken, LLC	1221 Fortress Blvd., Murfreesboro, TN 37129	(615) 410-3515
TN	49804	Dixie Chicken, LLC	905 Old Fort Pkwy., Murfreesboro, TN 37129	(615) 867-7773
TN	49805	Dixie Chicken, LLC	2890 S. Rutherford Blvd., Murfreesboro, TN 37130	(615) 867-7755
TN	49301	WTCB Foods, LLC	8000 Hwy. 100, Nashville, TN 37221	(615) 942-9326
TN	56801	Murf's Bird, LLC	2241 Murfreesboro Pike, Nashville, TN 37241	(615) 627-0721
TN	53301	Southside Chick, LLC	5228 Nolensville Pike, Nashville, TN 37211	(615) 627-0722
TN	65701	Spring Creek Chicken, LLC	1902 Charlotte Ave., Nashville, TN 37203	(615) 928-6467
TN	66002	DENTO Enterprises 3, LLC	779 Cosby Hwy., Newport, TN 37821	(423) 248-3078
TN	42801	Nuclear Chicken, LLC	1007 Oak Ridge Turnpike, Oak Ridge, TN 37830	(865) 272-3204
TN	66106	1796 Chicken, LLC	8884 Old Lee Hwy., Ooltewah, TN 37363	(423) 648-6584
TN	42101	New Power ZX, LLC	698 Winfield Dunn Pkwy., Sevierville, TN 37876	(865) 429-2360
TN	42201	AJ Trews, LLC	10614 Chapman Hwy., Seymour, TN 37865	(865) 573-8300
TN	50901	Farris & Associates III, Inc.	101 Palmer Dr., Shelbyville, TN 37160	(931) 735-6541
TN	31002	5 Star Chicken, LLC	995 Industrial Blvd., Smyrna, TN 37167	(615) 355-6935
TN	66104	1796 Chicken, LLC	9347 Springfield Rd., Soddy Daisy, TN 37379	(423) 648-6491
TN	61401	SHW Foods, LLC	4882 Port Royal Rd., Spring Hill, TN 37174	(931) 451-5575
TN	36001	JCW Foods, LLC	3509 Tom Austin Hwy., Springfield, TN 37172	(615) 384-9611
TN	23001	American Family Foods, LLC	1900 N. Jackson St., Tullahoma, TN 37388	(931) 461-9640
TN	55001	Unbridled Chicken, LLC	2005 W. Reelfoot Ave., Union City, TN 38261	(731) 559-1015
TN	42601	White House Foods, LLC	800 Hwy. 76, White House, TN 37188	(615) 334-1347
TN	34601	Farris & Associates, Inc.	2909 Decherd Blvd., Winchester, TN 37398	(931) 967-2527
TX	53002	Texas Chicken, LLC	381 Old San Antonio Rd., Buda, TX 78610	(512) 523-8394
TX	62802	San Antonio Foods, LLC	176 Borgfeld Rd., Cibolo, TX 78108	(210) 659-9388

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
TX	73503	Texas Chicken, LLC	952 William D. Fitch Pkwy., College Station, TX 77845	(979) 485-5565
TX	74351	Zell Moore Chicken, Inc.	6807 I-30 Frontage Rd., Greenville, TX 75402	(430) 242-1248
TX	58903	BG Foods 621, LLC	701 Keller Pkwy., Keller, TX 76248	(817) 741-8810
TX	53003	Texas Chicken, LLC	2150 S. Clear Creek Rd., Killeen, TX 76549	(254) 213-6242
TX	74309	JA's Coop, LLC	3405 N. Fourth St., Longview, TX 75601	(903) 215-0855
TX	58901	BG Foods 621, LLC	3181 Matlock Rd., Mansfield, TX 76063	(682) 518-7360
TX	53005	Texas Chicken, LLC	1301 FM 685, Pflugerville, TX 78660	(512) 514-1646
TX	58904	BG Foods 621, LLC	526 Centennial Blvd., Richardson, TX 75081	(214) 468-4128
TX	73502	Texas Chicken, LLC	2700 Red Bud Ln., Round Rock, TX 78665	(512) 369-3370
TX	62803	San Antonio Foods, LLC	11903 Alamo Ranch Pkwy., San Antonio, TX 78253	(210) 305-4744
TX	62804	San Antonio Foods, LLC	7304 I-35 N., San Antonio, TX 78233	(210) 767-2617
TX	53001	Texas Chicken, LLC	4002 S. IH 35, San Marcos, TX 78666	(812) 805-6000
TX	53004	Texas Chicken, LLC	2002 S. 31st St., Temple, TX 76504	(254) 207-0788
UT	47608	MJM 5G, LLC	778 W. 200 N., Cedar City, UT 84721	(435) 586-9613
UT	47603	MJM 5G, LLC	1781 N. 2000 W., Clinton, UT 84015	(801) 776-2222
UT	47605	MJM 5G, LLC	7200 S. 700 W., Midvale, UT 84047	(801) 666-5400
UT	47601	MJM 5G, LLC	141 W. 12th St., Ogden, UT 84404	(801) 393-4742
UT	47606	MJM 5G, LLC	97 W. Center St., Orem, UT 84057	(801) 224-1466
UT	47611	MJM 5G, LLC	1814 W. 5400 S., Taylorsville, UT 84118	(801) 966-1627
UT	47610	MJM 5G, LLC	1064 N. Main St., Toole, UT 84074	(435) 843-7880
UT	47602	MJM 5G, LLC	2683 S. High Commons Way, West Valley, UT 84119	(801) 297-1704
VA	69901	Roberts and Lawson LLC	43820 Eastgate Shoppes Dr., Chantilly, VA 20152	(571) 349-3350
VA	67301	Wahoosville, LLC	1248 Emmet St. N., Charlottesville, VA 22903	(434) 529-8220
VA	57004	Chesapeake Bay Foods, Inc.	2316 Chesapeake Square Ring Rd. Chesapeake, VA 23321	(757) 648-8357
VA	57006	Chesapeake Bay Foods, Inc.	125 Hilcrest Pkwy., Chesapeake, VA 23322	(757) 204-7390
VA	74303	1st & Goal Chester, LLC	2520 Hundred Rd., Chester, VA 23831	(804) 621-4416
VA	57002	Chesapeake Bay Foods, Inc.	2201 Todds Ln., Hampton, VA 23666	(757) 915-6925
VA	22704	R and L Lynchburg, LLC	1038 Wards Ferry Rd., Lynchburg, VA 24502	(434) 237-2651
VA	68501	Zax of Mechanicsville, LLC	6535 Mechanicsville Turnpike, Mechanicsville, VA 23111	(804) 789-4778
VA	69601	1st & Goal Stonehenge, LLC	911 Walmart Way, Midlothian, VA 23113	(804) 893-5816

State	Store Number	Franchisee	Restaurant Address	Restaurant Phone Number
VA	57005	Chesapeake Bay Foods, Inc.	12834 Jefferson Ave., Newport News, VA 23607	(757) 369-7046
VA	57003	Chesapeake Bay Foods, Inc.	531 Oyster Point Rd., Newport News, VA 23602	(757) 969-1110
VA	54901	1st & Goal Stonebridge, LLC	7100 Tim Price Way, North Chesterfield, VA 23225	(804) 674-1262
VA	51701	CWC Food Services, LLC	9110 Staples Mill Rd., Richmond, VA 23228	(804)756-3706
VA	51702	CWC Food Services, LLC	5816 W. Broad St., Richmond, VA 23230	(804) 269-3392
VA	51704	CWC Food Services, LLC	4798 S. Laburnum Ave., Richmond, VA 23231	(804) 658-1480
VA	73901	Z Chicken Roanoke, LLC	3206 Ordway Dr., Roanoke, VA 24017	(540) 566-4046
VA	57001	Chesapeake Bay Foods, Inc.	6120 College Dr., Suffolk, VA 23435	(757) 335-7111
VA	57007	Chesapeake Bay Foods, Inc.	232 Elson Green Ave., Virginia Beach, VA 23456	(757) 301-2418
VA	60301	First Cavalier, LLC	1810 S. Loudon St., Winchester, VA 22601	(540) 450-5127

EXHIBIT D-2
TO THE FDD

ROSTER OF DEVELOPERS

ROSTER OF DEVELOPERS

The following Entities have Development Agreements that were in effect as of December 29, 2024:

STATE	DEVELOPER, ADDRESS AND TELEPHONE NUMBER	DEVELOPMENT AREA
AL	ROOST & RISE HOLDINGS, LLC 4407 BEE CAVES ROAD, SUITE 212 AUSTIN, TX 78746 512-422-9857	CHELSEA AND PELHAM, AL
AZ	BOCKBOCK, LLC 6953 E. SADDLE BACK CIRCLE, MESA, AZ 85207 623-707-6006	CHANDLER, GILBERT, MESA AND QUEEN CREEK, AZ
AZ	GOEDEN KIPPEN, LLC 515 PONTE VEDRA BOULEVARD, PONTE VEDRA BEACH, FL 32082 770-289-7470	PHOENIX, AZ
FL	HARDING CHICKEN, LLC 2065 CHULA BROOKFIELD ROAD, TIFTON, GA 31794 229-392-7505	CHIEFLAND, PERRY AND WILLISTON COUNTY, FL
FL	ZAXBAX SUNCOAST, LLC 3838 NW 26TH STREET, GAINESVILLE, FL 32605 706-340-7488	CLERMONT, LEESBURG, AND MINNEOLA, FL
FL	PORT CITY POULTRY, LLC 28341 BEAU CHENE COURT DAPHNE, AL 36526 251-654-5466	BALDWIN AND ESCAMBIA COUNTY, ORANGE BEACH, BAY MINETTE, AND PENSACOLA, FL
FL	DEKLAM DIVAS, LLC 1449 REYNARD DRIVE, FORT MYERS, FL 33919 239-292-6359	LEE COUNTY, FL
FL	DEMERVILLE, INC 3844 KINDERLOU FOREST, VALDOSTA, GA 31601 229-561-3844	LEON COUNTY, FL
FL	BSBC CHICKEN, LLC 4510 NW 6TH PLACE, 3RD FLOOR GAINESVILLE, FL 32607 706-372-5927	ORANGE, OSCEOLA, PINELLAS COUNTY AND KEYSTONE HEIGHTS, FL
FL	SWAMP DAWG, LLC 3353 SW 4TH AVE, OCALA, FL 34471 352-208-2991	PASCO AND HERNANDO COUNTY, FL
FL	JR JASZ, INC. 6767 PHILIPS INDUSTRIAL BOULEVARD, JACKSONVILLE, FL 32256 904-296-9665	GREEN COVE SPRINGS, JACKSONVILLE AND LAKE ASBURY, FL
FL	COURTLAND OF NEW SMYRNA, LLC 4060 S. FRANCIS ROAD, ST. AUGUSTINE, FL 32092 703-338-8591	VOLUSIA COUNTY, FL
GA	HIGH ADVENTURE CHICKEN, INC. 255 TARAGON DRIVE, FAYETTEVILLE, GA 30215 404-542-5418	BUTTS, SPALDING, AND PIKE COUNTY, GA

STATE	DEVELOPER, ADDRESS AND TELEPHONE NUMBER	DEVELOPMENT AREA
GA	CHICKEN COUP DEKALB, LLC 324 CHEROKEE STREET MARIETTA, GA 30060 678-852-1483	DEKALB AND MCDONOUGH COUNTY, GA
GA	ROOST & RISE HOLDINGS, LLC 4407 BEE CAVES ROAD, SUITE 212 AUSTIN, TX 78746 512-422-9857	COLUMBUS AND NEWNAN, GA
IN	UNBRIDLED CHICKEN, LLC 11820 RANSUM DRIVE, SUITE 101 LOUISVILLE, KENTUCKY 40245 502-649-9988	FLOYDS KNOB AND SEYMOUR, IN
IN	BARRED ROCK, INC 10142 BROOKS SCHOOL ROAD, SUITE 196 FISHERS, IN 46037 317-284-1992	COLUMBUS AND FRANKLIN, IN
KY	CORNERSTONE RESTAURANTS, LLC 500 WEST JEFFERSON STREET, SUITE 2000, LOUISVILLE, KENTUCKY 40202 502-333-8650	MT. WASHINGTON AND ELIZABETHTOWN, KY
KY	UNBRIDLED CHICKEN, LLC 11820 RANSUM DRIVE, SUITE 101 LOUISVILLE, KENTUCKY 40245 502-649-9988	FINCASTLE, FISHERVILLE, LAGRANGE, AND LOUISVILLE, KY
MD	STRADFORD EMPOWERMENT GROUP, LLC 8027 ORCHARD GROVE ROAD, ODENTON, MD 21113 301-575-6954	BELTSVILLE, CROFTON, GREENBELT, ODENTON AND SOUTH LAKE, MD
MS	THE WINDWARD GROUP, LLC 1050 DEER TRAIL, BISHOP, GA 30621 706-372-5636	PONTOTOC, BOONEVILLE, TUPELO, WEST POINT, FULTON, AND PHILADELPHIA, MS
MS	PORT CITY POULTRY, LLC 28341 BEAU CHENE COURT, DAPHNE, AL 36526 251-654-5466	JACKSON AND HARRISON COUNTY, OCEAN SPRINGS AND BILOXI, MS
MS	ROOST & RISE HOLDINGS, LLC 4407 BEE CAVES ROAD, SUITE 212 AUSTIN, TX 78746 512-422-9857	BRANDON, BYRAM, MADISON, PEARL AND PICAYUNE, MS
NC	TWO BIRDZ, LLC 608 LAKESTONE DRIVE, RALEIGH, NC 27609 919-395-2190	RALEIGH, ANGIER, BENSON, HILLSBOROUGH, PEMBROKE, CLAYTON, ZEBULON AND GARNER, NC
NC	CHICKEN PIT, LLC 1000 SUTTON ROAD, DEMOREST, GA 30535 910-734-0003	SAMPSON & MECKLENBURG COUNTY, NC
NC	CLT OPERATIONS LLC 7999 AMAWALK CIRCLE DULUTH, GA 30097 404-429-8482	CHARLOTTE AND DENVER, NC
NJ	GSP GROUPS LLC 43 RENFIELD DRIVE PRINCETON, NJ 08691 609-208-1700	OLD BRIDGE, NJ
PA	B&A RESTAURANT LLC 16 EMERALD ROAD ROBBINSVILLE, NJ 08691	BENSALEM, BLUE BELL, BRISTOL, CONSHOHOCKEN, DOYLESTOWN, DRESHER, KING OF PRUSSIA,

STATE	DEVELOPER, ADDRESS AND TELEPHONE NUMBER	DEVELOPMENT AREA
	609-208-1700	MONTGOMERYVILLE, MORRISVILLE, NEWTOWN, PHILADELPHIA, WARMINSTER AND WYNCOTE, PA
PA	GSP GROUPS LLC 43 RENFIELD DRIVE PRINCETON, NJ 08540 609-240-6008	HIGHTSTOWN, MOUNT LAUREL, PRINCETON, RIVERTON, TRENTON OR WILLINGBORO, PA
SC	GUERNSEY HOLDINGS ZRC OPCO LLC 304 S. JONES BOULEVARD, SUITE 5700 LAS VEGAS, NV 89107 805-701-2853	WEST COLUMBIA, SUMMERVILLE AND LADSON, SC
TN	ROOST & RISE HOLDINGS, LLC 4407 BEE CAVES ROAD, SUITE 212 AUSTIN, TX 78746 512-422-9857	DYERSBURG AND JASPER, TN
TX	JA'S COOP, LLC 111 CHAMPIONS DRIVE, HALLSVILLE, TX 75650 601-218-5475	SMITH & GREGG COUNTY, TX
TX	BG FOODS 621, LLC 200 LEGACY DOWNS DRIVE FORT WORTH, TX 76126 409-656-2902	TARRANT COUNTY, TX
TX	BRAMBLE RESTAURANTS ZXB LTD 601 N. 23RD STREET, SUITE H MCALLEN, TX 78504 956-655-8760	BROWNSVILLE, EDINBURG, ELSA, HARLINGEN, MCALLEN, SAN JUAN AND WESLACO, TX
VA	ROBERTS AND LAWSON LLC 43091 ROCKY RIDGE COURT LEESBURG, VA 20176 803-360-9057	LOUDOUN COUNTY, VA

EXHIBIT D-3
TO THE FDD

FRANCHISEES WHO HAVE LEFT THE SYSTEM

FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following chart includes the name, city and state of Outlet, and current/last known telephone number of each franchisee who had an Outlet terminated, cancelled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisee	City of Outlet	State of Outlet	Franchisee Telephone Number	Action
Leighton Foods, LLC	Arab	AL	256-878-2478	1 Restaurant Transferred
Chicken Scratch at 150, Inc.	Birmingham	AL	205-437-0998	1 Restaurant Transferred
Chicken Scratch at Lee Branch, Inc.	Birmingham	AL	205-437-0998	1 Restaurant Transferred
Reed Foods, LLC	Boaz	AL	256-878-2478	1 Restaurant Transferred
Chicken Scratch at Calera, Inc.	Calera	AL	205-437-0998	1 Restaurant Transferred
Ross Foods, LLC	Florence	AL	256-878-2478	1 Restaurant Transferred
Wilson-Chandler Management, LLC	Florence	AL	256-878-2478	1 Restaurant Transferred
Chandler Wilson Management, LLC	Guntersville	AL	256-878-2478	1 Restaurant Transferred
Chicken Scratch at Helena, Inc.	Helena	AL	205-437-0998	1 Restaurant Transferred
Chicken Scratch Lorna, Inc.	Hoover	AL	205-437-0998	1 Restaurant Transferred
Chicken Scratch at Valleydale, Inc.	Hoover	AL	205-437-0998	1 Restaurant Transferred
Coal Bird, Inc.	Jasper	AL	706-714-2008	1 Restaurant Transferred
Sparling Foods, LLC	Muscle Shoals	AL	678-461-0806	1 Restaurant Transferred
Chicken Scratch Oneonta, Inc.	Oneonta	AL	205-437-0998	1 Restaurant Transferred
Chicken Scratch, Inc.	Pelham	AL	205-437-0998	1 Restaurant Transferred
Longview Holding Corporation	Sylacauga	AL	706-536-3734	1 Restaurant Transferred
Chicken Scratch Springville, Inc.	Springville	AL	205-437-0998	1 Restaurant Transferred
Chicken Scratch Crosshaven, Inc.	Vestavia Hills	AL	205-437-0998	1 Restaurant Transferred
Beachwood Foods, LLC	Bradenton	FL	256-739-9400	1 Restaurant Transferred
Palmwood Foods, LLC	Bradenton	FL	256-739-9400	1 Restaurant Transferred
KOTA Partners, LLC	Jensen Beach	FL	908-309-4724	1 Restaurant Closed
MattsZax, Inc.	Live Oak	FL	386-623-0267	1 Restaurant Transferred
Contentment Foods Brevard, Inc.	Melbourne	FL	904-556-3357	1 Restaurant Transferred
Contentment West Melbourne, Inc.	Melbourne	FL	904-556-3357	1 Restaurant Transferred
McDreams Enterprises, Inc.	Decatur	GA	706-499-2896	3 Restaurant Transferred
McDreams Enterprises, Inc.	Lithonia	GA	706-499-2896	2 Restaurant Transferred
McDreams Enterprises, Inc.	Stone Mountain	GA	706-499-2896	1 Restaurant Transferred
1 Organized Chicken, Inc.	Kansas City	KS	570-332-5355	1 Restaurant Transferred
Mizzou Dak, LLC	Columbia	MO	706-206-5810	1 Restaurant Closed
Hidden Point Foods, LLC	Asheville	NC	706-338-0416	1 Restaurant Closed

MFC Charlotte, LLC	Charlotte	NC	910-734-0003	1 Restaurant Closed
WSNC-1, LLC	Greensboro	NC	706-265-2351	1 Restaurant Transferred
WSNC-3, LLC	Greensboro	NC	706-265-2351	1 Restaurant Transferred
WSNC-5, LLC	Greensboro	NC	706-265-2351	1 Restaurant Transferred
WSNC-2, LLC	High Point	NC	706-265-2351	1 Restaurant Transferred
WSNC-4, LLC	Winston-Salem	NC	706-265-2351	1 Restaurant Transferred
JB Restaurants, Inc.	Blythewood	SC	843-662-0728	1 Restaurant Transferred
JBC, Inc.	Cayce	SC	843-662-0728	1 Restaurant Transferred
JB Restaurants, Inc.	Columbia	SC	843-662-0728	4 Restaurant Transferred
JBC, Inc.	Columbia	SC	843-662-0728	1 Restaurant Transferred
JB Restaurants, Inc.	Florence	SC	843-662-0728	2 Restaurant Transferred
JBD Enterprises, Inc.	Florence	SC	843-662-0728	1 Restaurant Transferred
JB Restaurants, Inc.	Hartsville	SC	843-662-0728	1 Restaurant Transferred
Ham Enterprises, Inc.	Myrtle Beach	SC	843-662-0728	1 Restaurant Transferred
JB Restaurants, Inc.	Myrtle Beach	SC	843-662-0728	2 Restaurant Transferred
JB Restaurants, Inc.	Orangeburg	SC	843-662-0728	2 Restaurant Transferred
JB Restaurants, Inc.	Sumter	SC	843-662-0728	2 Restaurant Transferred
Zaxappeal, LLC	Keller	TX	801-915-3530	1 Restaurant Transferred
Zaxappeal, LLC	Mansfield	TX	801-915-3530	1 Restaurant Transferred
Zaxappeal, LLC	Richardson	TX	801-915-3530	1 Restaurant Transferred
San Antonio Foods, LLC	New Braunfels	TX	706-338-0416	1 Restaurant Closed
MJM 5G, LLC	American Fork	UT	801-815-0319	1 Restaurant Closed
CWC Food Services, LLC	Glen Allen	VA	276-614-7200	1 Restaurant Closed

EXHIBIT D-4
TO THE FDD

FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS BUT NOT OPENED OUTLETS
(As of December 29, 2024)

FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS
BUT NOT OPENED OUTLETS
(As of December 29, 2024)

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
AL	DAL Chicken, LLC 246 Sherman Circle Columbus, MS 39705 706-296-4949	Demopolis, AL
AL	McGary Foods, LLC 1091 Founders Boulevard, Suite D Athens, GA 30606 706-338-2206	Oxford, AL
AZ	BockBock, LLC 6953 E. Saddle Back Circle Mesa, AZ 85207 623-707-6006	Arizona
AZ	Goeden Kippen, LLC 515 Ponte Vedra Boulevard Ponte Vedra Beach, FL 32082 770-356-7046	Phoenix, AZ
FL	Tidal Chicken, Inc. 3516 Mill Run Road Mountain Brook, AL 35223 706-714-2008	Arcadia, FL
FL	Sunshine Chicken, Inc. 3516 Mill Run Road Mountain Brook, AL 35223 706-714-2008	Bradenton, FL
FL	ZaxBax Suncoast, LLC 3838 NW 26th Street Gainesville, FL 32605 352-231-0212	Clermont, FL
FL	Dade SD LLC 3353 S.W. 4th Avenue Ocala, FL 34471 352-208-2991	Dade City, FL
FL	DWA Foods, Inc. 983 Hanover Way Lakeland, FL 33813 863-255-8610	Davenport, FL
FL	Riverwood Foods LLC 2082 Sylvan Lea Drive Sarasota, FL 34240 256-338-7001	Fruitville, FL
FL	Fryer Cluck, LLC 2207 Siros Court Navarre, FL 32566 850-2479926	Ft. Walton Beach, FL

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
FL	Inverness SD LLC 3353 S.W. 4th Avenue Ocala, FL 34471 352-208-2991	Inverness, FL
FL	Heard Foods LLC 2305 White Oak Drive Valdosta, GA 31602 706-975-5539	Jacksonville, FL
FL	Wilderness SD, LLC 3353 SW 4th Avenue Ocala, FL 34471 352-861-9234	Land O'Lakes, FL
FL	Lecando SD LLC 3353 S.W. 4th Avenue Ocala, FL 34471 352-208-2991	Lecanto, FL
FL	Riverwood Foods LLC 2082 Sylvan Lea Drive Sarasota, FL 34240 256-338-7001	Palmetto, FL
FL	Contentment Rockledge, LLC 3501-B North Ponce De Leon Boulevard, #396 St. Augustine, FL 32084 904-556-3357	Rockledge, FL
FL	Gulf Chicken, Inc. 3516 Mill Run Road Mountain Brook, AL 35223 706-714-2008	Sarasota, FL
FL	Sunshine Chicken, Inc. 3516 Mill Run Road Mountain Brook, AL 35223 706-714-2008	Sarasota, FL
FL	ZaxBax Suncoast, LLC 3838 NW 26th Street Gainesville, FL 32605 352-231-0212	Titusville, FL
FL	Maritime Chicken, Inc. 3516 Mill Run Road Mountain Brook, AL 35223 706-714-2008	Venice, FL
FL	ZaxBax Suncoast, LLC 3838 NW 26th Street Gainesville, FL 32605 352-231-0212	West Vero, FL
FL	Heard Foods LLC 2305 White Oak Drive Valdosta, GA 31602 706-975-5539	Yulee, FL

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
FL	Zephyr SD LLC 3353 S.W. 4th Avenue Ocala, FL 34471 352-208-2991	Zephyrhills, FL
GA	Flying Buffalo Four Inc. 739 Herod Dover Road Dawson, GA 39842 229-349-4700	Albany, GA
GA	Chicken Coup VIII, LLC 819 Ponce De Leon Place NE Atlanta, GA 30306 678-852-1483	Atlanta, GA
GA	Blackshear JRCamp, Inc. 6767 Philips Industrial Boulevard Jacksonville, FL 32256 904-304-8039	Blackshear, GA
GA	Ballpark Chicken LLC 6164 Wade Orr Road Flowery Branch, GA 30542 678-350-4526	Buford, GA
GA	Chicken Chatter LLC 2065 Chula Brookfield Road Tifton, GA 31794 229-392-7505	Camilla, GA
GA	Dream Big Foods V, Inc. 1015 Tyrone Road, Suite 220 Tyrone, GA 30290 678-817-6686	Clayton County, GA
GA	Dublin Food, Inc. 1351 Highway 22 E. Haddock, GA 31033 478-804-1703	Cochran, GA
GA	SSR Savannah, LLC 248 Prince Avenue Athens, GA 30601 706-395-3957	Ellabell, GA
GA	Homerun Chicken LLC 6164 Wade Orr Road Flowery Branch, GA 30542 678-350-4526	Flowery Branch, GA
GA	JaxCo Foods, Inc. 1170 Ruth Jackson Road Bogart, GA 30622 706-207-5799	Hoschton, GA
GA	JDK Foods, Inc. 3369 Highway 332 Hoschton, GA 30548 770-601-5025	Johns Creek, GA

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
GA	HLC Foods, LLC 1657 Horseleg Creek Road SW Rome, GA 30165 706-346-9202	Lafayette, GA
GA	SSR Savannah, LLC 248 Prince Avenue Athens, GA 30601 706-395-3957	Richmond Hills, GA
IN	Barred Rock, Inc. 10142 Brooks School Road, Suite 196 Fishers, IN 46037 317-509-0627	Columbus, IN
IN	MHDZ, LLC 8833 High Point Drive, Suite A Newburgh, IN 47630 812-430-6125	Vincennes, IN
KS	Leavenworth KS LLC 4725 Laurel Avenue Glenview, IL 60025 847-372-5004	Leavenworth, KS
KY	MHDZ, LLC 8833 High Point Drive, Suite A Newburgh, IN 47630 812-430-6125	Henderson, KY
KY	LTC Enterprises, LLC 1008 Winding Ridge Drive Somerset, KY 42503 606-875-6905	London, KY
KY	MHDZ, LLC 8833 High Point Drive, Suite A Newburgh, IN 47630 812-430-6125	Madisonville, KY
MD	Stradford Empowerment Group, LLC 8027 Orchard Grove Road Odenton, MD 21113 301-575-6954	Beltsville, Crofton, Greenbelt, Odenton, South Lake, or Maryland
MD	Delmarva Franchises, LLC 1807 Chancellor Point Road Trappe, MD 21673 443-523-5620	Berlin, MD
MD	RMW2 LLC 3068 Waldorf Market Place Waldorf, MD 20603 703-599-0934	Brandywine, MD
MD	Delmarva Franchises, LLC 1807 Chancellor Point Road Trappe, MD 21673 443-523-5620	Cambridge, MD

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
MD	RMW3 LLC 3068 Waldorf Market Place Waldorf, MD 20603 703-559-0934	Clinton, Forestville, or Oxon Hill, MD
MD	Delmarva Franchises, LLC 1807 Chancellor Point Road Trappe, MD 21673 443-523-5620	Easton, MD
MD	RMW1 LLC 3068 Waldorf Market Place Waldorf, MD 20603 703-559-0934	Waldorf, MD
MO	Liberty Cookingham KC LLC 4725 Laurel Avenue Glenview, IL 60025 847-372-5004	Kansas City, MO
MS	1788 Chicken, LLC 4407 Bee Caves Road, Suite 212 Austin, TX 78746 512-422-9857	Vicksburg, MS
NC	Belmont Foods, LLC 14140 Claysparrow Road Charlotte, NC 28278 704-516-0052	Belmont, NC
NC	CLT Operations LLC 7999 Amawalk Circle Duluth, GA 30097 770-682-3119	Charlotte or Denver, NC
NC	Kings Mountain Foods, LLC 14140 Claysparrow Road Charlotte, NC 28278 704-516-0052	Kings Mountain, NC
NC	Kings Mountain Foods 2, LLC 14140 Claysparrow Road Charlotte, NC 28278 704-516-0052	Kings Mountain, NC
NC	Gallus Enterprises, LLC 80 Guardian Court, Suite 125 Rocky Mount, NC 27804 252-451-2002	Leland, NC
NC	Dhruvin V LLC 288 W Plaza Drive Mooresville, NC 28117 404-513-3210	Locust, NC
NC	Chicken Pit, LLC 1000 Sutton Road Demorest, GA 30535 706-778-8617	Charlotte, NC

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
NC	Dhruvin VI LLC 288 W Plaza Drive Mooresville, NC 28117 404-513-3210	Troutman, NC
NJ	GSP Groups LLC 43 Renfield Drive Princeton, NJ 08540 609-240-6008	Old Bridge, NJ
NV	Zax Nevada LLC 2381 Luberon Drive Henderson, NV 89044 702-296-9332	Las Vegas, NV
NV	Zax Nevada LLC 2381 Luberon Drive Henderson, NV 89044 702-296-9332	North Las Vegas, NV
OH	Incredi-Chicken, LLC 5363 Walnut View Drive Mason, OH 45040 513-520-5103	Cincinnati, OH
OH	Axiom Hosts, LLC 5363 Walnut View Drive Mason, OH 45040 513-520-5103	Liberty Township, OH
OH	Axiom Hosts, LLC 5363 Walnut View Drive Mason, OH 45040 513-520-5103	Mason, OH
PA	B&A Restaurant LLC 16 Emerald Road Robbinsville, NJ 08691 609-208-1700	Bensalem, Blue Bell, Bristol, Conshohocken, Doylestown, Dresher, King of Prussia, Montgomeryville, Morrisville, Newtown, Philadelphia, Warminster or Wyncote, PA
PA	GSP Groups LLC 43 Renfield Drive Princeton, NJ 08540 609-240-6008	Hightstown, Mount Laurel, Princeton, Riverton, Trenton, or Willingboro, PA
SC	ZaxBax, LLC 3175 Rocky Branch Road Watkinsville, GA 30677 706-340-1413	Spartanburg, SC
SC	Avants Enterprise, LLC 1091 Founders Boulevard, Suite D Athens, GA 30606 706-338-0416	Landrum, SC

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
SC	ZaxBax, LLC 110 E. Court Street, Suite 203 Greenville, SC 29601 706-340-1413	Piedmont, SC
SC	ZaxBax Spartanburg, LLC 3175 Rocky Branch Road Watkinsville, GA 30677 706-340-4224	Pelham, SC
SC	Avants Enterprise, LLC 1091 Founders Bouelvard, Suite D Athens, GA 30606 706-338-0416	Spartanburg, SC
SC	ZaxBax Spartanburg, LLC 3175 Rocky Branch Road Watkinsville, GA 30677 706-340-1413	Spartanburg, SC
TN	Memphis Foods, LLC 250 Prince Avenue Athens, GA 30601 706-395-3957	Bartlett, TN
TN	1796 Chicken, LLC 4407 Bee Caves Road, Suite 212 Austin, TX 78746 512-422-9857	Dyersburg, TN
TN	Johnson City Foods, LLC 1281 Riverbanks Road Bishop, GA 30621 706-338-0416	Jonesborough, TN
TN	Trew 2 Enterprises, LLC 5513 River Point Cove Road Knoxville, TN 37919 706-968-2812	Kingsport, TN
TN	Trews Enterprises, LLC 5513 River Point Cove Road Knoxville, TN 37919 706-968-2812	New Tazewell, TN
TX	Sigwell LLC 3915 Alpine Drive Paris, TX 75460 903-517-0211	Allen, TX
TX	Sigwell LLC 3915 Alpine Drive Paris, TX 75460 903-517-0211	Anna, TX
TX	Bramble Restaurants ZXB Ltd. 5701 N. 5th Street McAllen, TX 78501 956-655-8760	Brownsville, Edinburg, Elsa, Harlingen, McAllen, San Juan, or Weslaco, TX

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
TX	Sigwell LLC 3915 Alpine Drive Paris, TX 75460 903-517-0211	Little Elm, McKinney, or Prosper, TX
TX	Texas Chicken, LLC 1091 Founder's Boulevard, Suite D Athens, GA 30606 706-338-0416	Kyle, TX
TX	Zell Moore Chicken, Inc. 3056 Moss Stone Lane Marietta, GA 30064 770-868-9887	Rockwall, TX
TX	Zell Moore Chicken, Inc. 3056 Moss Stone Lane Marietta, GA 30064 770-868-9887	Royse City, TX
TX	BG Foods 621, LLC 200 Legacy Drive Fort Worth, TX 76126 406-656-2902	Tarrant County, TX
VA	GK Ashland LLC 2500 Regency Parkway Cary, NC 27518 919-561-2322	Ashland, VA
VA	Schweiker Partners, LLC 2245 Ridgeway Lane Charlottesville, VA 22911 706-627-1917	Harrison, VA
VA	GK Hopewell LLC 2500 Regency Parkway Cary, NC 27518 919-561-2322	Hopewell, VA
VA	Chesapeake Bay Foods, Inc. 6293 Adams Hunt Drive Williamsburg, VA 23188 757-288-4743	Newport News, VA
VA	1st & Goal Seaboard Commons, LLC 2500 Regency Parkway, Suite C8 Cary, NC 27518 919-390-7533	Portsmouth, VA
VA	1st & Goal Hospitality Chesterfield, LLC 9053 Moriset Court Delray Beach, FL 33446 919-390-7533	Richmond, VA
VA	1st & Goal Hospitality Chesterfield, LLC 9053 Moriset Court Delray Beach, FL 33446 919-390-7533	Richmond, VA

State	Franchisee, Franchisee Address and Telephone Number	Site Selection Area
VA	Schweiker Partners, LLC 2245 Ridgeway Lane Charlottesville, VA 22911 706-627-1917	Roanoke, VA
VA	RM Chicken, LLC 2245 Ridgeway Lane Charlottesville, VA 22911 703-627-1917	Rocky Mount, VA
VA	Chesapeake Bay Foods, Inc. 6293 Adams Hunt Drive Williamsburg, Virginia 23188 757-288-4743	Suffolk, VA
VA	Chesapeake Bay Foods, Inc. 6293 Adams Hunt Drive Williamsburg, Virginia 23188 757-288-4743	Virginia Beach, VA

EXHIBIT E
TO THE FDD

LIST OF STATE ADMINISTRATORS & AGENTS FOR SERVICE OF PROCESS

EXHIBIT E
TO THE FDD

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT F
TO THE FDD

OPERATIONS MANUAL TABLES OF CONTENTS

ZFL COVID-19 Pandemic Guidelines Table of Contents

ADMINISTRATIVE (ADMIN) OPERATIONS MANUAL 1

ZFL COVID-19 Pandemic Guidelines (as of 4/30/20).....1
Required Actions Prior to Dining Room to Opening.....1
Risk Considerations 3
Disinfecting/Sanitizing/Cleaning 5
Cleaning Punch List 9
Clean Quick Chlorine Sanitizer Solution – Prepping Procedure 22
Pre-Shift Health Screenings and Team Member Health.....23
Disinfecting and Sanitizing Procedures.....24

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Food Safety
Table of Contents

Food Safety **1**
The Manager's Role in Food Safety 1
The Team Member's Role in Food Safety 2
Food Prep – General Food Safety Guidelines 5
Protein Traceability 6
Protein Traceability – Case Labeling 7
Protein Traceability – Prepped Protein Labeling 9
Protein Traceability – Removing and Storing Case Labels 11
Gloves 12
Cleaning vs. Sanitizing 13
Common Food Contaminants 14
Food Allergies & Allergens 15
Foodborne Illness 18
Restricted Duty vs. Exclusion 18
Product Ordering and Delivery Controls 22
Storage Controls 24
Cross-Contamination in Storage 24
Shelf Life 24
First In, First Out (FIFO) Product Rotation 25
Labeling Prepped Foods 26
Equipment and Smallwares – Controls/Standards 29
Time and Temperature Controls 31
Cooking Controls 31
Hold Time Controls 32
Thermometers – General Guidelines and Temperature Taking 33

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Checklists, Charts, and Guides

Shaded sections (like this) are included to raise awareness about and draw attention to certain content.

You are required to use some materials contained in this chapter in the form provided. Others may be modified at the store level – but minimally, modified documents must contain the equivalent of the information provided in these original documents.

For example, your local health department might require that your sauce dispensing system be flushed *weekly*, as opposed to *monthly,* as listed in this chapter. Your restaurant may develop a modified version of the Weekly Cleaning & Maintenance Checklist that has the task of flushing the sauce dispensing system weekly. You may modify your lists as long as they contain standards that are equal to or greater than the standards listed in these original documents.

All of the materials in this section are available in the Resource Library of Zaxby's University (ZU). Furthermore, they are the only portion of the Ops Manual that is permissible to print.

CHART/GUIDE

Daily Cleaning & Maintenance Checklist
Weekly Cleaning & Maintenance Checklist
BOH Monthly Cleaning & Maintenance Checklist
BOH Quarterly Cleaning & Maintenance Checklist
BOH Semi-Annual Cleaning & Maintenance Checklist
BOH Annual Cleaning & Maintenance Checklist
Cook and Hold Chart
Delivery Temperature Chart
Equipment Temperatures and Settings Chart
Kitchen Timers Chart
Menu Item Packaging Chart
Prep List
Stock List (FOH)
Stock List (BOH)
Time/Temperature Log
Oil Log
Substitutions for Fries, Cole Slaw, and Drinks At-A-Glance
Shelf Life Guidelines and Labeling Chart
Zalad Bars Guide
Core Values Checklist
Critical Item Inventory
Positioning Chart (Centerline Kitchen)
Positioning Chart (Box Kitchen)
Cooking/Plating Modifications (Special Instructions) – BOH Chart
Planograms (Box Kitchen)
Planograms (Centerline Kitchen)

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Uniforms and Grooming Table of Contents

Uniforms and Grooming 1
Uniform Standards 2
Ordering Uniforms 7
Grooming Standards 8
Facial Hair Standards 10

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Shift Management
Table of Contents

Shift Management.....1
Pre-Opening Staffing 1
Zaxby's Restaurant System Hours of Operation 1
Manager Notepad 3
Checklists 4
Shift Walks..... 5
Performing a Shift Walk 5
The Manager's Log..... 7
Manager-To-Manager Communication..... 7
Manager's Log as Planning Document..... 8
Daily Entries..... 8
Monthly Summary 8
Guest Complaints 8

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New Store Development Compliance Table of Contents

New Store Development Compliance Process.....1
Site Selection and Real Estate 1
Pre-Construction and Construction Requirements.....1
Zaxby's Pre-Opening Facility Checklist 3
Zaxby's Rough Framing Inspection Checklist.....12
Pre-Construction and During Construction Insurance Requirements....14
Supplier and Product Specifications.....15
New Store Marketing 22
Opening Requirements 24
Training Options for Upcoming Openings 25
Training Delays – Most Frequent Causes 25

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Miscellaneous Requirements and Operating Standards Table of Contents

Miscellaneous Requirements and Operating Standards 1
Ongoing Training and Annual Meetings 1
Disabling Online and Delivery Platforms – Guidelines and Process 2
Taking Inventory 3
Steritech Food Safety Assessment Standard Operating Procedure 5
Steritech Assessment Compliance & CAP Overview 6
Steritech Assessment Scoring 7
Steritech Reassessment Process 8
Store Expansion Approval Process 9
Reduced Transfer Policy 10
Technology Services Fee 12

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Marketing and the Initial Marketing Plan (IMP) Table of Contents

Marketing and the Initial Marketing Plan (IMP) 1
Overview.....1
Word of mouth advertising 1
Marketing plan factors 2
IMP purpose and requirements 3
Regulatory agencies 4
Plan development and approval 4
PR and media efforts.....4
PR included in the IMP 5
Additional PR options 5
Required invitational training session materials 6
Implementation 6
Your IMP account at Zaxby's.....6
Soft opening 6
Use of the reader board.....7
Focus on guests.....7
IMP timeline at-a-glance.....7
New store opening package 9
Qualified IMP expenditures.....9
Approved IMP expenditures for Non Co-Op plans 9
Specifically excluded IMP expenditures.....10

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Trademark Compliance Table of Contents

Trademark Compliance 1
Trademark Ownership 1
Obtaining Permission to Use ZFL Trademarks and Logos 1
Companies That Misuse Their Marks Can Lose Them 2
Proper Use of the ZFL trademarks 2
Local Social Media Compliance Standards 5
Policing the ZFL Marks 7

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Insurance
Table of Contents

Insurance 1
Acceptability of Insurers 1
Required Insurance Coverages and Limits 1
Commercial General Liability Insurance (CGL) 1
Automobile Liability 2
Employment Practices Liability Insurance (EPLI) 2
Definition of Commercial Property Liability Insurance 3
Commercial Property Liability 4
Workers' Compensation and Employers Liability 5
Excess (Umbrella) Liability 6
Other Insurance Provisions 6
Construction Coverage for the Franchisee's General Contractor 7
Commercial General Liability (construction) 7
Automobile Liability (construction) 7
Workers' Compensation and Employer's Liability (Construction) 8
Excess (Umbrella) Liability (Construction) 8
Builders Risk (Construction) 8
ZFL Risk Management Address 8

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Economic Information Table of Contents

Economic Information 1
CPA and Bookkeeping Requirements 1
4-4-5 Accounting 1
Reporting Requirements 2
Required Financial Data to ZFL 3
Acceptable Forms of Payment 4
Discount Keys 6
How to 86 Items in PAR Brink and Olo 8

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Weekly Fee Information Table of Contents

Weekly Fee Information 1
Hardware/Software Requirements – POS and Supporting IT Systems..... 1
Automated sales reporting..... 2
Verifying sales amounts..... 2
Automated Clearing House (ACH) drafting..... 2
Weekly reporting period 3
POS system polling 3

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FOH Opening Set-Up
Table of Contents

FRONT OF HOUSE (FOH) OPERATIONS MANUAL 1

FOH Opening Set-Up 1
FOH Shift Walk 2
General Set-Up Objectives 4
Delegating Opening Tasks 4
Cashier Alley – Set-Up/Stocking 4
Front Service Counter – Set-Up/Stocking 7
Cashier Stations – Set-Up/Stocking 7
Rear Service Counter – Set-Up/Stocking 9
Counter Expeditor Station – Set-Up/Stocking 12
FOH Drive-Thru Stations – Set-Up/Stocking 13
FOH Handwashing Stations – Set-up/Stocking 16
Handwashing Factors and Procedure 17
Cookie Oven Station – Set-Up/Stocking 18
Dining Room Station – Set-Up/Stocking 19
Dining Room Welcome Center – Set-Up/Stocking 20
Dining Room Trash Cabinets – Set-Up/Stocking 21
Dining Room Seating Areas and Décor – Set-Up/Stocking 23
Patio Area – Set-Up/Stocking 26
Restrooms and Restroom Area – Set-Up/Stocking 28

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FOH Prep Procedures and Recipes Table of Contents

FOH Prep – Guidelines and Procedures.....1
Drink Service – Non-Premium Beverages..... 3
Drink Prep – Freestyle Drinks & Sweet/Unsweet Tea..... 3
Drink Prep – Coffee..... 7
Drink Service – Premium Beverages..... 8
Handcrafted Lemonade – Drink and Bulk Prep..... 8
Peach Tea or Hand. Strawberry Lemonade – Drink and Bulk Prep.... 11
Frozen Lemonades – Drink Prep..... 15
Tea – Brewing Procedure..... 18
Lemonade Concentrate – Thawing and Prepping Procedures..... 20
Lemonade Machine – Stocking and Replenishing Procedures..... 22
Puree, Peach or Strawberry (Bottles) – Prepping Procedure..... 24
Puree, Strawberry (2 oz. Lidded Cups) – Prepping Procedure..... 26
Asian Slaw – Prepping Procedure..... 27
Cole Slaw – Prepping Procedure..... 30
Cookies – Baking Procedure..... 33
Cookies, Boxed Lunch – Wrapping Procedure..... 36
Dip Cups – Ice Bath Procedure..... 37

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Order-Taking and Delivery Table of Contents

Order-Taking and Delivery.....1
Ordering Guidelines and Procedures 2
Dine-In and Take-Out Orders (FOH Counter Orders) 5
Dine-In Orders (Food-To-Table Program) 7
Call-In Orders 9
Drive-Thru Orders (Speaker Box) 10
Drive-Thru Orders (Outside Order-Taking) 15
Outside Order-Taking (1 Tablet, No Card Reader) 15
Outside Order-Taking (1 Tablet, 1 Card Reader) 17
Outside Order-Taking (2 Tablets, 2 Card Readers) 19
Pull-Ahead Guidelines and Procedure 21
Online and Third-Party Delivery Orders – FOH Responsibilities and Procedures 24
Developing Product Knowledge 30
Appendix – Bagging Guidelines A-1

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Guest Experience Standards Table of Contents

Guest Experience Standards 1
Four Core Competencies ("Connection 4") 1
Greeting, Acknowledging, and Thanking 2
Complaint Resolution 4
ZFL Complaint Handling Process – H.E.A.R.D. (HEARD) Model 4
Complaint Resolution Tools 6

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FOH Post-Rush, Pre-Closing, and Closing Table of Contents

FOH Post-Rush, Pre-Closing, and Closing 1
Management Guidance 1
Focus on the Guest 1
Maintain Team Member Harmony 1
Lead by Example 2
Know Correct Procedures 2
Assess the Task 3
Serving Hours Maintenance 3
Tables, Chairs, and Booths – Standards 3
Trash Cabinets and Containers – Standards 4
Serving Trays – Standards 6
Dining Room Station – Service Hours 6
Floors – Service Hours 6
Restrooms – Inspection Standards 6
Post-Rush 6
Pre-Closing 7
Dining Room Station – Pre-Closing 7
Closing 8
Drive-thru Headset System – Cleaning Procedure 8
Rear Service Counter – Closing 10
Lemonade Machine – Hopper Lid Cleaning Procedure 11
Restrooms – Standards 13
Restroom – Cleaning Procedure 14
Dining Room Station – Closing 17
Dining Room Seating Areas, Floors, and Décor – Closing 18
Entryway – Closing 19
Patio and Exterior – Closing Tasks 20

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FOH Optional Programs Table of Contents

FOH Optional Programs 1
Prep Procedures & Recipes 1
Bagged Ice 2
Coffee 4
TVs in Dining Rooms 5

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BOH Opening Set-Up
Table of Contents

BACK OF HOUSE (BOH) OPERATIONS MANUAL 1

BOH Opening Set-Up 1
BOH Shift Walk 1
General Set-Up Objectives 2
Dish Room and BOH Sinks 2
Dish Sinks, Chemical Buckets, and Spray Bottles – Set-Up 3
Handwashing Stations – Standards 5
Mop Sink – Standards 6
Produce Sink – Standards 6
Containers 7
Labeled Buckets and Containers 7
Trash Containers 7
Breader Station – Set-Up/Stocking 8
Fryer Station ("F" Fryers) – Set-Up 10
Fry Freezer – Set-Up/Stocking 12
Flat Top Station – Set-Up/Stocking 13
Dual Flat Top Grills – Set-Up/Stocking 13
Flat Top Grill and Grill Press – Set-Up/Stocking 15
Chef's Base Cooler – Set-Up/Stocking 17
Wings Station – Set-Up/Stocking 18
Hot Holding Cabinet – Set-Up 18
Wings Station Table – Set-Up/Stocking 20
"W" Fryers – Set-Up 21
Centerline 23
BOH Expeditor Station – Set-Up/Stocking 23
Hot Holding Station – Set-Up/Stocking 26
Set Station – Set-Up/Stocking 28
Bucket Bands and Bottle Bands 30
Equipment Activation Sequence 32

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BOH Prep Procedures and Recipes Table of Contents

BOH Prep – Guidelines and Procedures 1
Bacon, Pre-Cooked Slices – Prepping Procedure 3
Breads – Storage Guidelines and Thawing Procedures 4
Fresh Bread (Texas Toast) – Storage Guidelines 4
Frozen Bread (Buns) – Storage Guidelines and Thawing Procedures .. 5
Cheese and Eggs – Prepping Procedures 7
American Cheese, Sliced – Prepping Procedure 7
Blue Cheese Crumbles – Prepping Procedure 9
Cheddar/Jack Cheese, Shredded – Prepping Procedure 11
Egg, Hard-Boiled – Prepping and Slicing Procedure 13
Chicken, Fresh – Storage Guidelines and Prepping Procedures 15
Shelf-Life Guidelines – Fresh Chicken Products 15
Wings, Bone-In (Fresh) – Draining/Prepping Procedure 16
Chicken, Frozen – Storage Guidelines and Prepping Procedures 18
Shelf Life Guidelines – Frozen Chicken Products 18
Breast Fillets – Thaw & Prep (Electrolux Thawing Cabinet) 19
Breast Fillets – Thaw & Prep (Traulsen Thawing Cabinet) 22
Breast Fillets – Thaw & Prep (Thawing Rack) 26
Breast Fillets – Thaw & Prep (Full Pans) 30
Breast Fillets – Thaw & Prep (Emergency) 34
Signature Fillets – Thaw & Prep (Electrolux Thawing Cabinet) 36
Signature Fillets – Thaw & Prep (Traulsen Thawing Cabinet) 39
Signature Fillets – Thaw & Prep (Thawing Rack) 43
Signature Fillets – Thaw & Prep (Emergency) 47
Tenders – Thaw & Prep (Electrolux Thawing Cabinet) 49
Tenders – Thaw & Prep (Traulsen Thawing Cabinet) 53
Tenders – Thaw & Prep (Thawing Rack) 58
Tenders – Thaw & Prep (Emergency) 63
Milk and Juice – Prepping Procedure 65
Produce – Prepping Procedures 66
Cucumbers, sliced – Prepping Procedures 66

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BOH Cooking Procedures Table of Contents

Cooking Procedures 1
Typical Order Flow 2
Speed of Service (SOS) 3
Kitchen Communication 4
Cook and Hold Times 6
Bin Management 7
Cooking/Plating Modifications (Special Instructions) 8
Manager's Role 10
Cooking Requirements and Procedures 11
Bacon – Cooking, Holding, and Tearing Procedure 12
Bread and Kiddie Cheese – Cooking Procedures 14
Nibbler Buns – Cooking and Holding Procedure 14
Split-Top Buns – Cooking Procedure 16
Texas Toast (with Garlic Margarine) – Cooking Procedure 17
Texas Toast (Dry) – Cooking Procedure 19
Texas Toast (with Garlic Margarine or Dry) – Cutting Procedure .. 20
Kiddie Cheese® – Cooking Procedure 21
Chicken – Cooking Procedures 23
Grilled Fillets – Cooking, Hold, Saucing, and Cutting Proc 23
Grilled Fillets – Cooking Procedure (Flat Top Grill) 23
Grilled Fillets – Cooking Procedure (Grill Press) 26
Grilled Fillets – Cutting Procedure for Zalads 29
Grilled Fillets – Saucing Procedure 30
Grilled Fillets (Sauced) – Cutting Procedure for Zalads 31
Signature Fillets – Breading, Cooking, and Holding Procedures ... 32
Signature Fillets – Breading and Sifting Procedure 32
Signature Fillets – Cooking and Holding Procedure 34
Fingerz – Breading, Cook, Hold, Saucing, and Cutting Proc 38
Fingerz – Breading and Sifting Procedure 38
Fingerz – Cooking and Holding Procedure 41
Fingerz – Grilling Procedure (Flat Top Grill) 45

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BOH Plating and Presentation Table of Contents

Plating and Presentation 5
Portion Control 5
Presentation Points 7
Plating and Presentation Standards 8
Importance of Plating and Presentation – Perceived Value 8
Plating Sequence for Menu Items 9
Forks – Placement At-A-Glance 10
Target Build Times 11
Online Ordering – BOH Responsibilities and Procedures 13
Fingerz & Wings Meals – Menu Item Components 14
Chicken Finger Plates – Menu Item Components 14
Chicken Finger Plate, 4 or 5 Fingerz 14
Chicken Finger Plate, 4 or 5 Fingerz (Sauced) 15
Chicken Finger Plate, 6 Fingerz 16
Chicken Finger Plate, 6 Fingerz (Sauced) 17
Wings & Things Meals – Menu Item Components 18
Wings & Things, Traditional 18
Wings & Things, Traditional (Sauced) 19
Wings & Things, Boneless 20
Wings & Things, Boneless (Sauced) 21
Wings Meals (Sauced) – Menu Item Components 22
Traditional Wings Meal 22
Boneless Wings Meal 23
Big Zax Snak® 24
Big Zax Snak® (Sauced) 25
Sandwich Meals and Guidelines 26
Grilled Chicken Sandwich Meal 28
Kickin Chicken Sandwich Meal 29
Three Nibblerz Meal® 30
Zaxby's Signature Sandwich Meal 32
Zalad Guidelines 33

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BOH Cleaning and Maintenance Table of Contents

BOH Cleaning and Maintenance 1
Cleaning Chemicals 2
Cleaning and Maintenance Tools 4
Scheduling Cleaning and Maintenance Tasks 4
Cleaning and Sanitizing Immoveable Equipment 5
Cleaning and Maintenance At-A-Glance 6
Fryer Oil Filtration and Rotation – Guidelines and Procedures 11
Non-RTI – Oil Filtration Procedure (Portable Filtering Machine) 11
Non-RTI – Oil Filtration Procedure (Self-Filtering Fryers) 16
Non-RTI – Oil Filtration Procedure (Henny Penny Fryers) 20
Non-RTI – Oil Rotation Procedure 24
RTI – Oil Filtration Procedure (Portable Filtering Machine) 27
RTI – Oil Filtration Procedure (Self-Filtering Fryers) 32
RTI – Oil Filtration Procedure (Henny Penny Fryers) 37
RTI – Oil Rotation Procedure 43

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Post-Rush, Pre-Closing, and Closing Table of Contents

BOH Post-Rush, Pre-Closing, and Closing 1
Serving Hours Maintenance 1
BOH Floors 1
Post-Rush (BOH) 2
Fryer Station and Wings Station – Post-Rush Tasks 2
Pre-Closing (BOH) 3
Rotate, Restock, and Reorganize – Pre-Closing Tasks 3
Trash Containers – Pre-Closing Tasks 4
Flat Top Station – Pre-Closing Tasks 4
Closing (BOH) 5
Rotate, Restock, and Reorganize – Closing Tasks 5
Washing of Smallwares – Closing Tasks 5
Dishwashing Process Overview 6
Quat Sanitizer Buckets and Spray Bottles – Closing Tasks 7
Mop Sink – Closing Tasks 8
BOH Trash Containers – Closing Tasks 8
Breader Station – Closing Tasks 9
Fryer Station ("F" Fryers) – Closing Tasks 10
Flat Top Station – Closing Tasks 11
Wings Station – Closing Tasks 13
BOH Expeditor Station and Set Station – Closing Tasks 15
Sonoco Dispenser – Cleaning & Disassembling Procedure 17
BOH Floors – Closing Tasks 18
Electrolux Thawing Cabinet – Closing Tasks 19
Electrolux Thawing Cabinet – Cleaning Procedure (Daily) 19
Electrolux Thawing Cabinet – Cleaning Procedure (Weekly) 21
Traulsen Thawing Cabinet – Closing Tasks 23
Traulsen Thawing Cabinet – Cleaning Procedure (Daily) 23
Traulsen Thawing Cabinet – Cleaning Procedure (Weekly) 24
Final Walk-Through 25

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EXHIBIT G
TO THE FDD

STATE-SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF CALIFORNIA

This Addendum to the Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of California or a non-resident who will be operating a franchise in the state of California as follows:

(1) **Item 17** is amended by the addition of the following:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement and Development Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

The Franchise Agreement and Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California Law.

The Franchise Agreement and Development Agreement require binding arbitration. The arbitration will occur in Atlanta, Georgia. These provisions may not be enforceable under California Law.

The Franchise Agreement and Development Agreement require application of the laws of Georgia. These provisions may not be enforceable under California Law.

(2) **Item 22** is amended by the addition of the following:

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

Neither the franchisor, nor 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. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

OUR WEBSITE (www.zaxbys.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF ILLINOIS

This Addendum to the Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Illinois or a non-resident who will be operating a franchise in the state of Illinois as follows:

(1) Illinois law governs the Franchise Agreement and Development Agreement.

(2) In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

(3) Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

(4) In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

(5) No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF MARYLAND

This Addendum to the Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Maryland or a non-resident who will be operating a franchise in the state of Maryland as follows:

(1) **Item 5** will be modified by the addition of the following language immediately following the third sentence of the first paragraph of that section:

> The general release as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(2) **Item 5** will be modified by the inclusion of the following paragraph at the end of the Item:

> **Financial Assurance**. Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we secured a surety bond in the amount of $155,000 from Travelers Casualty and Surety Company of America. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. A copy of the bond is also attached as an exhibit to these Additional Disclosures.

(3) **Item 17**, under the subheadings "Renewal or extension of the term" and "Termination by us with cause," will be modified by the addition of the following language in the Summary column with respect to the Franchise Agreement:

> The general release as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(4) **Item 17**, under the subheading "Termination by us with cause," will be modified by the addition of the following language in the Summary column:

> Our right to terminate the Franchise Agreement and Development Agreement for the reasons stated in this paragraph may not be enforceable under the U.S. Bankruptcy Code (11 U.S.C. §101, et seq.).

(5) **Item 17** will be modified by the addition of the following language at the end of that Item:

> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

(6) **Item 22** will be modified by the addition of the following language at the end of that Item:

> 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF MICHIGAN

Pursuant to the provisions of the Michigan Franchise Investment Law, MCL 445.1501, et. seq., Zaxby's SPE Franchisor LLC provides the following notices and disclosures to potential franchisees in the State of Michigan:

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in the franchise documents, the provisions are void and cannot be enforced against you:

a) A prohibition on the right of a franchisee to join an association of franchisees.

b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This provision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

   (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualification or standards.
   (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is notice that this offering is on file with the Attorney General does not constitute approval, recommendation or endorsement by the Attorney General.

Any questions regarding this Notice should be directed to the State of Michigan, Department of Attorney General, Consumer Protection Division, P.O. Box 30213, Lansing, MI 48909, telephone number (517) 373-7117

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF MINNESOTA

This Addendum to the Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Minnesota or a non-resident who will be operating a franchise in the state of Minnesota as follows:

(1) **Item 13** is amended by adding the following to the end of the section:

> We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

(2) **Item 17** is amended by adding the following to the end of the section:

> With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and/or Development Agreement.

(3) No release or waiver that you enter into pursuant to **Item 17** shall relieve us from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22.

(4) **Item 22** is amended by adding the following to the end of the section:

> 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.

(5) Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document, the Franchise Agreement or the Development Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

The provisions of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchises Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF NEW YORK

This Addendum to the Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of New York or a non-resident who will be operating a franchise in the state of New York as follows:

(1) The **State Cover Page** of this Disclosure Document is hereby amended by adding the following as additional risk factors:

> THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.
>
> INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES 120 BROADWAY, 23RD FLOOR, NEW YORK, N.Y. 10271.

(2) **Item 3** is hereby amended by deleting the language therein in its entirety and replacing it with the following:

> "Neither we nor any person identified in Item 2 of the Disclosure Document:
>
> A. has pending any administrative, criminal, or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations;
>
> B. has been convicted of a felony or pleaded *nolo contendere* to a misdemeanor charge or been held liable in civil action by final judgment or been the subject to a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practice, misappropriation of property or comparable allegations; or
>
> C. is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency."

(3) **Item 5** is hereby amended by adding the following paragraph at the end thereof:

> "We anticipate that we will use the Initial Franchise Fee to cover certain of our costs associated with establishment of your franchise, including but not limited to: (i) conducting initial and ongoing training; and (ii) generally assisting you with start-up and ongoing matters."

(4) The following phrases are added in the "Summary" column at the end of the following items of **Item 17** for the Franchise Agreement:

a. Under the provisions entitled "Assignment of contract by us":

> "However, no assignment will be made except to an assignee who in our good faith judgment is willing and able to assume our obligations."

b. Under the provisions entitled "Choice of law":

> "The foregoing choice of law should not be considered a waiver of any right conferred upon us or upon the franchisee by the General Business Law of the State of New York, Article 33."

The provisions of this Addendum only apply if the jurisdictional requirements of the General Business Law of the State of New York are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF NORTH DAKOTA

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of North Dakota or a non-resident who will be operating a franchise in the State of North Dakota as follows:

(1) **Item 17** is modified by the addition of the following:

17(c): The North Dakota Securities Commissioner has determined that requiring a franchisee to sign a general release upon renewal of a franchise agreement is unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and may not be enforceable. To the extent that any provision of the Franchise Agreement is interpreted to require that the franchisee sign a general release upon renewal of the Franchise Agreement, such provision will be modified to the extent necessary to ensure that the provision is consistent with the Commissioner's determinations and the North Dakota Franchise Investment Law.

17(i): The North Dakota Securities Commissioner has determined that requiring a franchisee to consent to termination or liquidated damages is unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and such requirements may not be enforceable. To the extent that any provision of the Franchise Agreement or Development Agreement is inconsistent with the Commissioner's determinations and the North Dakota Franchise Investment Law, such provision will be modified to the extent necessary to ensure that the provision is consistent with the Commissioner's determinations and the North Dakota Franchise Investment Law.

17(r): Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

17(u): With respect to claims under the North Dakota Franchise Investment Law, arbitration of disputes under the Franchise Agreement or Development Agreement will take place at a location that is mutually agreeable to all parties.

17(v): If the Franchise Agreement or Development Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

17(w): The Franchise Agreement and Development Agreement will be governed by the North Dakota Franchise Investment Law.

The provisions of this Addendum only apply if the jurisdictional requirements of North Dakota law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of such laws.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF RHODE ISLAND

This Addendum to the Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Rhode Island or a non-resident who will be operating a franchise in the State of Rhode Island as follows:

(1) **Item 17**, under the subheading "Renewal or extension of the term," will be modified as follows:

> "You must execute and deliver a general release, in a form satisfactory to us, of any and all claims against us and any of our subsidiaries and affiliates, and our respective officers, directors, agents, shareholders, and employees, excluding only such claims as you may have under the Rhode Island Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34."

(2) **Item 17**, under each of the subheadings "Dispute resolution by arbitration or mediation" and "Choice of forum," is amended by the addition of the following language to the original language that appears therein:

> "The Franchise Agreement and Development Agreement require binding arbitration. The arbitration will occur in Atlanta, Georgia. These provisions may not be enforceable under Rhode Island Law."

(3) **Item 17**, under the subheading "Choice of law," is amended by the addition of the following language to the original language that appears therein:

> "The Franchise Agreement and Development Agreement require application of the laws of Georgia. These provisions may not be enforceable under Rhode Island Law."

The provisions of this Addendum only apply if the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Zaxby's SPE Franchisor LLC for use in the Commonwealth of Virginia shall be amended as follows:

(1) The following statements are added to **Item 17.h.**:

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

(2) The following statements are added to **Item 22**:

> "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."

The provisions of this Addendum only apply if the jurisdictional requirements of Virginia law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of such laws.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Washington or a non-resident who will be operating a franchise in the State of Washington as follows:

1. **Additional Disclosures. The following statements are added to Item 17:**

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a Transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor

or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

These provisions shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum. The Addendum shall have no force or effect if such jurisdictional requirements are not met.

EXHIBIT H
TO THE FDD

STATE-SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act, 815 ILCS 705. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. To the extent the Agreement contains a provision governing the termination of the Agreement, such provision may be governed by Illinois Law, 815 ILCS 705/19 and 705/20.

   b. **Section 24.1** of the Agreement shall be amended to add:

      No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

   c. **Section 24.1** of the Agreement contains a choice of law provision. This section shall be amended to state that in the event of a conflict of law, the Illinois Franchise Disclosure Act and Illinois law will govern.

   d. **Section 24.2** of the Agreement contains a provision regarding jurisdiction. This section shall be amended by adding the following to the end of the paragraph therein:

      Notwithstanding anything in this Section 24.2, Section 4 of the Illinois Franchise Disclosure Act prohibits franchisors from requiring litigation to be conducted outside the state of Illinois.

   e. Illinois law prohibits a prospective general release of claims subject to the Illinois Disclosure Act of 1987.

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

g. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201 through 14-233 (the "Maryland Franchise Registration and Disclosure Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Agreement requires the Franchisee to execute a release of claims under certain circumstances, including renewals pursuant to Section 2.2(a)(vi) and transfers pursuant to Section 12.2(b)(iii) of the Agreement. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

   b. **Section 13.1(a)** of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

      Any provision which provides for termination upon bankruptcy of the franchise may not be enforceable under federal bankruptcy law (11. U.S.C. Section 101 et. seq.).

   c. **Section 24.1** of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

      A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of a franchise.

   d. **Section 24.4** of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

      The Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

e. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to not shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

f. 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

2. The following sentences are added to the end of Section 3.1(a) of the Franchise Agreement (Initial Franchise Fee):

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we secured a surety bond in the amount of $155,000 from Travelers Casualty and Surety Company of America. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. A copy of the bond is also included in Exhibit H of our Franchise Disclosure Document.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____ Name: Michael Mettler Title: Chief Development Officer	By: _____ Name: _____ Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Minnesota Franchise Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Minnesota Department of Commerce requires that Franchisor indemnify Franchisee against liability to third parties resulting from claims by third parties that the Franchisee's use of the Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Marks except in accordance with the requirements of the Franchise Act.

   b. Sec. 80C.l4, Subd. 4. of the Franchise Act requires, except in certain specified cases, that Franchisee be given written notice of Franchisor's intention not to renew 180 days prior to expiration of the franchise and that the Franchisee be given sufficient opportunity to operate the franchise in order to enable the Franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Franchise Act's requirements and shall have no force or effect.

   c. Sec. 80C.14, Subd. 3. of the Franchise Act requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with the Franchise Act, the provision of the Agreement shall be superseded by the Franchise Act's requirements and shall have no force or effect.

   d. If the Agreement requires Franchisee to execute a release of claims, waive any rights or acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, such waiver requirement shall be void, and such acknowledgments shall be void with respect to claims under the Franchise Act.

e. If the Agreement requires that it be governed by a state's law other than the laws of the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Agreement requires Franchisee to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Section 15.7 of the Agreement shall be amended by deleting that section in its entirety and adding the following:

> "I. Injunctive Relief. You acknowledge that your violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you hereby acknowledge that we may seek the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that it may be presumed conclusively that any violation of the terms of said covenants not to compete was accomplished by and through your unlawful utilization of our Proprietary Information"

h. Section 24.5 of the Agreement shall be amended by deleting that section in its entirety and adding the following:

> **"**D. Injunctive Relief. Notwithstanding any provision contained in Section 24.4 (Arbitration), in addition to any other remedies available to us at law, in equity, under this Agreement, or otherwise, we may bring an action for injunctive relief in any court having jurisdiction to enforce any rights associated with eh Marks or any of our proprietary rights, any covenant of nondisclosure of Proprietary Information under this Agreement, and any covenant of noncompetition under this Agreement, in order to avoid irreparable harm to us, our Affiliates or the System as a whole. Nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that will cause us loss or damage under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.**"**

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____ Name: Michael Mettler Title: Chief Development Officer	By: _____ Name: _____ Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If the Agreement requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the New York General Business Law, or any regulation, rule or order under the New York General Business Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgment shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

   b. If the Agreement requires that it be governed by a state's law other than the laws of the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC

FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

NORTH DAKOTA LAW MODIFICATIONS

1. In recognition of the North Dakota Franchise Investment Law (the "Franchise Law"), North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993) and the Rules and Regulations promulgated thereunder, the Agreement shall be modified as follows:

a) The following sentence is added to the end of Section 2.2(a)(vi) of the Agreement:

The release required by this Section will not apply to any claim you may have under the North Dakota Franchise Investment Law.

b) Section 14 of the Agreement:

North Dakota law prohibits Franchisor from requiring Franchisee to consent to pay liquidated damages.

c) The following sentence is added to the end of Section 15 of the Agreement:

If any of the above provisions in this Section 15 concerning restrictions on competition are inconsistent with the North Dakota Franchise Investment Law or the Rules and Regulations promulgated thereunder, then the North Dakota laws shall apply.

d) The following sentence is added to the end of Sections 24.6 and 24.7:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages or a waiver of trial by jury is void.

e) The following sentence is added to the end of Sections 24.1, 24.2, and 24.4 of the Agreement:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to arbitration outside of North Dakota, consent to jurisdiction of courts outside North Dakota, or consent to the application of laws of a state other than North Dakota is void.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act (the "Act"), R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

   b. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC

FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

WASHINGTON LAW MODIFICATIONS

1. In recognition of the Washington Franchise Investment Protection Act (the "Franchise Law"), the Agreement shall be modified as follows:

a. The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

b. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

c. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

d. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

e. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a Transfer.

f. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking

enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

g. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

EXHIBIT I
TO THE FDD

STATE-SPECIFIC ADDENDA TO THE DEVELOPMENT AGREEMENT

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF ILLINOIS

This Addendum (this "Addendum") modifies and supersedes the Development Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Developer") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

1. Illinois law governs the Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. Developer's rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, 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.

5. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR:	**DEVELOPER:**
ZAXBY'S SPE FRANCHISOR LLC	_____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF MARYLAND

This Addendum (this "Addendum") modifies and supersedes the Development Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Developer") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201 through 14-233 (the "Maryland Franchise Registration and Disclosure Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Agreement requires the Developer to execute a release of claims under certain circumstances, pursuant to **Section 9** of the Agreement. The general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

   b. **Section 9** of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

      A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of a franchise.

      The Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

   c. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to not shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

   d. 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.

2. The following sentences are added to the end of Section 2 of the Agreement (Fees):

   Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we secured a surety bond in the amount of $155,000 from Travelers Casualty and Surety Company of America. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. A copy of the bond is also included in Exhibit H of our Franchise Disclosure Document.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**DEVELOPER:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum (this "Addendum") modifies and supersedes the Development Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Developer") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Minnesota Franchise Act (collectively the **"**Franchise Act**"**). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that Franchisor indemnify Developer against liability to third parties resulting from claims by third parties that Developer's use of the Marks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Developer's use of the Marks except in accordance with the requirements of the Franchise Act.

b. Sec. 80C.14, Subd. 4. of the Franchise Act requires, except in certain specified cases, that Developer be given written notice of Franchisor's intention not to renew 180 days prior to expiration of the franchise and that Developer be given sufficient opportunity to operate the franchise in order to enable Developer the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Franchise Act's requirements and shall have no force or effect.

c. Sec. 80C.14, Subd. 3. of the Franchise Act requires, except in certain specified cases, that Developer be given 90 days' notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Franchise Act's requirements and shall have no force or effect.

d. If the Agreement requires Developer to execute a release of claims, waive any rights or acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, such waiver requirement shall be void, and such acknowledgments shall be void with respect to claims under the Franchise Act.

e. If the Agreement requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Developer as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Agreement requires Developer to sue Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of Developer as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. Section 9 of the Agreement shall be amended by added the following to the end of the Section:

Nothing herein contained shall bar our right to seek injunctive relief against threatened conduct that will cause us loss or damage under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions."

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Developer has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**DEVELOPER:** _____
By: _____ Name: Michael Mettler Title: Chief Development Officer	By: _____ Name: _____ Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF NEW YORK

This Addendum (this "Addendum") modifies and supersedes the Development Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Developer") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If the Agreement requires Developer to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the New York General Business Law, or any regulation, rule or order under the New York General Business Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

   b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon Developer under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Developer has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**DEVELOPER:** _____
By: _____ Name: Michael Mettler Title: Chief Development Officer	By: _____ Name: _____ Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
MULTI-RESTAURANT AGREEMENT
FOR THE STATE OF NORTH DAKOTA

This Addendum (this "Addendum") modifies and supersedes the Development Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Franchisee") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

NORTH DAKOTA LAW MODIFICATIONS

1. In recognition of the North Dakota Franchise Investment Law (the "Franchise Law"), North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993) and the Rules and Regulations promulgated thereunder, the Agreement shall be modified as follows:

a) The following sentences are added to the end of Section 9 of the Agreement:

The release required by this Section will not apply to any claim you may have under the North Dakota Franchise Investment Law.

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to a waiver of exemplary and punitive damages or a waiver of trial by jury is void.

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to arbitration outside of North Dakota, consent to jurisdiction of courts outside North Dakota, or consent to the application of laws of a state other than North Dakota is void.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**DEVELOPER:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF RHODE ISLAND

This Addendum (this "Addendum") modifies and supersedes the Development Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Developer") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act (the **"**Act**"**), R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that **"**A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.**"**

b. If Developer is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Developer has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**DEVELOPER:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

ADDENDUM TO ZAXBY'S SPE FRANCHISOR LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF WASHINGTON

This Addendum (this "Addendum") modifies and supersedes the Development Agreement by and between Zaxby's SPE Franchisor LLC ("Franchisor") and _____ ("Developer") dated as of _____ (the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

WASHINGTON LAW MODIFICATIONS

1. In recognition of the Washington Franchise Investment Protection Act (the "Franchise Law"), the Agreement shall be modified as follows:

a. The state of Washington has a statute, RCW 19.100.180 which may supersede this Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

b. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

c. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.

d. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

e. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a Transfer.

f. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the

franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

g. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (1) soliciting or hiring any employee of a franchisee of the same franchisor or (2) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

FRANCHISOR: **ZAXBY'S SPE FRANCHISOR LLC**	**DEVELOPER:** _____
By: _____	By: _____
Name: Michael Mettler	Name: _____
Title: Chief Development Officer	Title: _____

EXHIBIT J
TO THE FDD

GENERAL RELEASE

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release**") is made and entered into on _____, by _____("**Releasor**"), _____ (collectively the "**Guarantors**") and **ZAXBY'S SPE FRANCHISOR LLC**, a Delaware limited liability company ("**Franchisor**") as a condition to and in connection with

[**the transfer of the Franchise Agreement dated _____ between Franchisor and Releasor ("Franchise Agreement");]**

[the transfer of the Development Agreement dated _____ between Franchisor and Releasor ("Development Agreement");]

[the renewal of an existing Franchise Agreement between Releasor and Franchisor ("Franchise Agreement").]

[the change of ownership interests in Releasor for the [Franchise Agreement dated _____ between Franchisor and Releasor (the "Franchise Agreement") or [Development Agreement dated _____ between Franchisor and Releasor (the "Development Agreement")]

1. Release by Releasor and Guarantors. Releasor (on behalf of itself and its parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the "**Releasing Parties**") freely and without any influence forever release **(i)** Franchisor, **(ii)** Franchisor's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and **(iii)** Franchisor's parent, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the "**Released Parties**"), from any and all claims, debts, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "**Claims**"), arising out of, or relating to any act, omission or event occurring on or before the date of this Release, which any Releasing Party ever owned or held, now owns or holds, or may in the future own or hold, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances and claims arising out of, or relating to, any System Restaurant (as defined in the Franchise Agreement or Development Agreement (as applicable)), the Franchise Agreement or the Development Agreement (as applicable), and all other agreements between any Releasing Party and Franchisor or Franchisor's parent, subsidiaries, or affiliates, unless prohibited by applicable law.

2. Risk of Changed Facts. Releasor and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Releasor and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. Covenant Not to Sue. Releasor and Guarantors (on behalf of the Releasing Parties) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. No Prior Assignment and Competency. Releasor and Guarantors represent and warrant that: **(i)** the Releasing Parties are the sole owners of all Claims and rights released in Section 1 and that the Releasing Parties have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; **(ii)** each Releasing Party has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and **(iii)** this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. Complete Defense. Releasor and Guarantors: **(i)** acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and **(ii)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. Successors and Assigns. This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasing Party.

7. Counterparts. This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. Capitalized Terms. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement or Development Agreement (as applicable).

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the parties have executed this Release as of the date shown above.

RELEASOR:

By: _____

Name: _____

Title: _____

Date: _____, 20__

GUARANTORS:

_____

Date: _____, 20__

_____

Date: _____, 20__

_____

Date: _____, 20__

FRANCHISOR:

ZAXBY'S SPE FRANCHISOR LLC

By: _____

Name: Michael Mettler

Title: Chief Development Officer

Date: _____, 20__

EXHIBIT K
TO THE FDD

DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
TO THE ZAXBYS FRANCHISE AGREEMENT

DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
TO THE ZAXBYS FRANCHISE AGREEMENT

THIS DEVELOPMENT INCENTIVE PROGRAM ADDENDUM (this "**Addendum**") to the Zaxbys Franchise Agreement dated as of _____, 20__ ("**Franchise Agreement**") is made as of _____, 20__, but effective as of _____, by and between **ZAXBY'S SPE FRANCHISOR LLC**, a Delaware limited liability company ("**Franchisor**," "**we**" or "**us**"), and _____, a _____ ("**Franchisee**" or "**you**"). We and you are collectively referred to in this Addendum as the "**Parties**."

RECITALS

In order to recognize and encourage the development, opening and operation of new franchised Zaxbys restaurants, we have implemented a development incentive program ("**Program**") for franchisees in good standing with us that meet one of the following Program criteria:

(A) **New Restaurant Opening Incentive Program.** The franchisee must: execute a franchise agreement; submit a purchase agreement or proposed lease or sublease agreement for the site of a new franchise Zaxbys restaurant ("**Site Agreement**") and receive our Real Estate Committee Approval for a new Zaxbys restaurant site by June 30, 2025; and open their new Zaxbys restaurant in Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, or Tennessee (each, a "**Core Market**") by December 31, 2026 in full compliance with the Development Schedule set forth in their Development Agreement, if applicable, and the Real Estate Committee Approval Deadline, Construction Commencement Deadline and Opening Deadline set forth in their Franchise Agreement. If you receive the New Restaurant Opening Incentive, then you are not eligible to receive the Construction Commencement Incentive; or

(B) **Select Market Incentive Program.** The franchisee must: execute a franchise agreement and open their new Restaurant in any state that we approve for development that is not a Core Market by December 31, 2028 in full compliance with their Development Agreement, if applicable, and the Real Estate Committee Approval Deadline, Construction Commencement Deadline and Opening Deadline set forth in their Franchise Agreement.

Since the franchised Zaxbys Restaurant to be operated under the Franchise Agreement (the "**Restaurant**") qualifies for the Program, the Parties are entering into this Addendum to provide the Program benefits to you and to modify certain provisions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Refund of Initial Franchise Fee. We agree to refund the Initial Franchise Fee paid by you upon the opening of the Restaurant.

[Select Royalty Fee Option Below and Delete Other Option]

2. Royalty Fees. Section 3.1(b)(i) of the Franchise Agreement is deleted in its entirety and is replaced with the following:

[**OPTION 1 – New Restaurant Opening Incentive Program]**

(i) Amount of Royalty Fees. You must pay to us a continuing nonrefundable weekly royalty fee (the "**Royalty Fee**") equal to 2% of Gross Sales for the first year following the Opening Date, 4% of Gross Sales for the second year following the Opening Date, and 6% of Gross Sales for each year thereafter.

[OPTION 2 –Select Market Incentive Program

(i) Amount of Royalty Fees. You must pay to us a continuing nonrefundable weekly royalty fee (the "**Royalty Fee**") equal to 0% of Gross Sales for the first year following the Opening Date, 3% of Gross Sales for the second year following the Opening Date, and 6% of Gross Sales for each year thereafter.

3. Capitalized Terms. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (including, without limitation, PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

FRANCHISOR:
ZAXBY'S SPE FRANCHISOR LLC

By: _____
Name: Michael Mettler
Title: Chief Development Officer

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

EXHIBIT L
TO THE FDD

VETFRAN PROGRAM ADDENDUM
TO THE ZAXBYS FRANCHISE AGREEMENT

VETFRAN PROGRAM ADDENDUM
TO THE ZAXBYS FRANCHISE AGREEMENT

THIS VETFRAN PROGRAM ADDENDUM (this "**Addendum**") to the Zaxbys Franchise Agreement dated as of _____, is made as of _____, by and between **ZAXBY'S SPE FRANCHISOR LLC**, a Delaware limited liability company ("**Franchisor**," "**we**" or "**us**"), and _____, a _____ ("**Franchisee**" or "**you**"). We and you are collectively referred to in this Addendum as the "**Parties**."

RECITALS

Pursuant to the Franchise Agreement, we granted you the right to develop and operate a franchised Zaxbys restaurant (the "**Restaurant**").

In order to recognize the contribution of United States military personnel and encourage the development of franchised Zaxbys restaurants, we have implemented a veterans incentive program for qualified veterans that develop and open up to 5 new Zaxbys Restaurants after January 1, 2022 ("**VetFran Program**").

A holder of at least 25% of your ownership interests is a veteran and has provided us with a DD Form 214 or other adequate documentation, as determined by us, demonstrating honorable discharge from the United States military (the "**Veteran**").

Since the Veteran and the Restaurant meet the criteria for the VetFran Program, the Parties are entering into this Addendum to provide the VetFran Program benefits to you and to modify certain provisions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Initial Franchise Fee Reduction. Notwithstanding the provisions of Section 3.1 of the Franchise Agreement, we agree to provide you with a 20% reduction to our standard initial franchise fee of $35,000. Therefore, you agree to pay a reduced Initial Franchise Fee to us in the amount of $28,000 for the Restaurant. [Since you already paid $14,000 to us as a Development Fee for the Restaurant, you agree to pay the balance due to us in the amount of $14,000.]

2. Repayment of Initial Franchise Fee Reduction on Transfer or Termination. If, after you open the Restaurant but prior to the first anniversary of the opening date of the Restaurant, (a) you transfer the Restaurant (or if you are an entity, any equity interests in you are transferred); or (b) we terminate the Franchise Agreement, then you must pay to us the portion of the Initial Franchise Fee that was reduced by us in the amount of $7,000.

3. Capitalized Terms. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. Counterparts. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including, without limitation, PDF) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the Parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

FRANCHISOR:
ZAXBY'S SPE FRANCHISOR LLC

By: _____
Name: Michael Mettler
Title: Chief Development Officer

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

EXHIBIT L
TO THE FDD

KEY OPERATOR NON-DISCLOSURE AND NONCOMPETE AGREEMENT

KEY OPERATOR NON-DISCLOSURE AND NONCOMPETE AGREEMENT

In order to induce Zaxby's SPE Franchisor LLC ("**Franchisor**") to enter into and to continue to maintain a Zaxbys® Franchise Agreement by and between Franchisor and _____ ("**Franchisee**") dated _____ for a Zaxbys franchise located in _____ (the "**Franchise Agreement**"), the undersigned (referred to as the "**Key Operator**") has executed this Non-Disclosure and Noncompete Agreement (the "**Agreement**") and covenants and agrees as follows:

1. Defined Terms. All references to "Franchisor" in this Agreement shall be deemed to include its Affiliates, its successors, and its assigns. All references to the "Franchise Agreement" in this Agreement shall include all extensions, renewals, or modifications to such agreement. All capitalized terms not defined herein shall have the meanings given to them in the Franchise Agreement.

2. Intentionally Reserved.

3. Independent Obligations. The obligations of the Key Operator are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against the Key Operator, whether or not actions are brought against Franchisee or whether Franchisee is joined in any such action.

4. Enforcement Costs. If Franchisor (a) engages legal counsel in connection with any failure by Key Operator to comply with this Agreement or (b) is required to enforce this Agreement in a judicial or arbitration proceeding and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

5. Right to Bind. If the Franchisee is an Entity, (a) Franchisor shall not be obligated to inquire into the power or authority of Franchisee or its officers, directors, agents, managers, representatives, employees or other persons of Entities acting or purporting to act on Franchisee's behalf and (b) any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed under this Agreement.

6. Right to Enforce. This Agreement is primary and not secondary and will be enforceable without Franchisor having to proceed first against Franchisee. This Agreement will be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

7. Term. This Agreement will be irrevocable, absolute, and unconditional and will remain in full force and effect as to Key Operator until the Franchise Agreement and all obligations of Franchisee under such agreement expire.

8. Intentionally Reserved.

9. No Waiver. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor

of any right or remedy will preclude other further exercise of such right or any other right or remedy.

10. Successors and Assigns. This Agreement shall be enforceable by and against the respective administrators, executors, heirs, successors, and assigns of the Key Operator. The death of any Key Operator shall not terminate the liability of such Key Operator under this Agreement.

11. Non-Disclosure Covenant. Key Operator agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 8 (Proprietary Information) of the Franchise Agreement, including those related to the non-disclosure and protection of Proprietary Information, as though Key Operator were the "Franchisee" named in the Franchise Agreement.

12. Noncompete Covenant. Key Operator agrees to personally comply with, and personally be liable for the breach of, all of the provisions of Section 15 (Noncompete Covenants) of the Franchise Agreement, including both the in-term and post-term noncompete, as though Key Operator were the "Franchisee" named in the Franchise Agreement. The Key Operator acknowledges the restrictions imposed on its Family Members (as defined in Section 15 of the Franchise Agreement) and agrees that they shall be responsible for ensuring that such Family Members do not violate such restrictions.

13. Other Covenants. Key Operator will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

14. Dispute Resolution. Section 24 (Dispute Resolution) of the Franchise Agreement is hereby incorporated by reference and will be applicable to any and all disputes between Franchisor and Key Operator, as though the Key Operator were the "Franchisee" referred to in the Franchise Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement as of the _____.

_____
Insert KO Name
Home Address:
_____
_____
E-mail Address: _____
Business Telephone: _____
Date: _____

Acknowledged and agreed to _____.

_____
Insert DP Name

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	April 25, 2025
Illinois	April 25, 2025
Indiana	April 25, 2025
Maryland	PENDING
Michigan	April 25, 2025
Minnesota	PENDING
New York	April 25, 2025
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	April 25, 2025
Virginia	PENDING
Washington	May 7, 2025
Wisconsin	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

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 Zaxby's SPE Franchisor LLC offers you a franchise, we 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. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Zaxby's SPE Franchisor LLC 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, D.C. 20580 and the state agencies listed on ***Exhibit E***.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: ☐ Michael Mettler, Chief Development Officer; ☐ Bert J. Lane, Vice President of Franchise Sales; ☐ Russell Holland, Vice President of Real Estate and Non-Traditional Development; ☐ Mary Meyer, Director of Real Estate; and/or ☐ Cheryl Wood, Senior Director of Franchise Development; and/or ☐ Scott Temme, Director of Franchise Sales of ZFL, at 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319, (706) 353-8107.

Zaxby's SPE Franchisor LLC's registered agents authorized to receive service of process are set forth on ***Exhibit E***.

The date of issuance of this Disclosure Document is April 25, 2025, as amended December 12, 2025.

I received a Disclosure Document dated April 25, 2025, as amended December 12, 2025, that included the following Exhibits: **A**. Franchise Agreement; **B**. Development Agreement; **C-1**. Financial Statements for Zaxby's SPE Franchisor; **C-2.** Financial Statements for ZFL; **D-1**. Roster of Franchisees; **D-2.** Roster of Developers; **D-3.** Franchisees Who Have Left the System; **D-4.** Franchisees with Unopened Outlets; **E**. List of State Administrators & Agents for Service of Process; **F**. Manual Table of Contents; **G.** State-specific Addenda to the Disclosure Document; **H**. State-specific Addenda to Franchise Agreement; **I**. State-specific Addenda to Development Agreement; **J.** General Release; **K.** Development Incentive Program Addendum to Franchise Agreement; **L.** VetFran Addendum to Franchise Agreement; and **M.** Key Operator Non-Disclosure and Noncompetition Agreement.

Signature (individually and as an officer)	Date Disclosure Document Received
Print Name	Address Line 1
Print Franchisee's Name (if an Entity)	Address Line 2

Please sign this copy of the receipt, date your signature, keep it for your records.

ITEM 23 RECEIPT

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 Zaxby's SPE Franchisor LLC offers you a franchise, we 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. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Zaxby's SPE Franchisor LLC 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, D.C. 20580 and the state agencies listed on ***Exhibit E***.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: ☐ Michael Mettler, Chief Development Officer; ☐ Bert J. Lane, Vice President of Franchise Sales; ☐ Russell Holland, Vice President of Real Estate and Non-Traditional Development; ☐ Mary Meyer, Director of Real Estate; ☐ Cheryl Wood, Senior Director of Franchise Development; and/or ☐ Scott Temme, Director of Franchise Sales of ZFL, at 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319, (706) 353-8107.

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Signature (individually and as an officer)	Date Disclosure Document Received
Print Name	Address Line 1
Print Franchisee's Name (if an Entity)	Address Line 2

Please sign this copy of the receipt, date your signature, and return it to Zaxby's SPE Franchisor LLC, 2002 Summit Boulevard NE, Suite 1200, Atlanta, Georgia 30319, (706) 353-8107.