FRANCHISE DISCLOSURE DOCUMENT

Chick-fil-A, Inc.
A Georgia Corporation
5200 Buffington Road
Atlanta, Georgia 30349
(404) 765-8000
www.chick-fil-a.com

The franchisee will operate a franchised Chick-fil-A Restaurant business which is a quick-service restaurant specializing in a boneless breast of chicken sandwich.

The total investment necessary to begin operation of a franchised Chick-fil-A Restaurant business is from $444,243 to $2,338,786. This includes $10,000 that must be paid to the franchisor or any affiliate.

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

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 Franchisee Selection Team, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998 and (404) 765-8000.

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.

Issued: March 31, 2024

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 "E" or Exhibit "F".
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 Chick-fil-A 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 Chick-fil-A franchisee?	Item 20 or Exhibit "E" or Exhibit "F" lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit "A".

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to 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.

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT "G."

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Chick-fil-A, Inc. ("we," "us" or "Chick-fil-A"). The person who is granted a franchise and becomes a franchisee is referred to as "you" or "Operator" throughout this Disclosure Document. We will only enter into a franchise agreement with an individual, and not a partnership, corporation or limited liability company. However, we will allow you to assign the franchise agreement to a business entity if you comply with the transfer provisions of the franchise agreement, including that you guarantee the obligations of the business entity and agree to remain liable under the applicable provisions of the franchise agreement. "You" in this Disclosure Document will generally refer to both the individual and the entity.

Chick-fil-A, Inc. and Affiliates: We are a Georgia corporation formed on March 23, 1964, and we use the trade name Chick-fil-A. We do not do business under any other name. Chick-fil-A's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Chick-fil-A currently has no parents or predecessors required to be included in this Item.

Chick-fil-A Supply, LLC ("CFA Supply") is our affiliate. CFA Supply is a Georgia limited liability company formed on November 13, 2018 under the name CFA D2Services, LLC. The name of the company was changed to Chick-fil-A Supply, LLC on April 16, 2019. The principal business address for CFA Supply is 5200 Buffington Road, Atlanta, GA 30349-2998. CFA Supply is an approved distributor to carry food products, ingredients, and supplies to franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply purchases proprietary products from Chick-fil-A, our affiliate Bay Center described in the following paragraph, and other suppliers and resells and delivers them to Chick-fil-A's franchisees, licensees, and company and affiliate owned Chick-fil-A Restaurants in geographic areas where it operates. CFA Supply may be the only approved primary distributor serving the geographic area where it operates. CFA Supply began operations in July 2019.

Bay Center Foods, LLC ("Bay Center") is our affiliate. Bay Center is a Georgia limited liability company formed on December 14, 2018 under the name Bay Center, LLC. The name of the company was changed to Bay Center Foods, LLC on January 4, 2019. Bay Center's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce our proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020.

Chick-fil-A Canada ULC ("CFA Canada") is our affiliate. CFA Canada is a British Columbia unlimited liability company incorporated on September 19, 2017. CFA Canada's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Canada offers, in Canada only, franchises and licenses for the development of a system of retail quick-service restaurants in Canada under the trademark "Chick-fil-A" specializing in a boneless breast of chicken sandwich. CFA Canada offers its franchises and licenses under separate Canadian Disclosure Documents. CFA Canada may also operate various Chick-fil-A and other restaurants itself from time to time in Canada in the future directly or through its affiliates and subsidiaries.

Chick-fil-A (PR) LLC ("CFA Puerto Rico") is our affiliate. CFA Puerto Rico is a Puerto Rico limited liability company formed on August 26, 2020. CFA Puerto Rico's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Puerto Rico offers franchises and licenses for the development of a system of retail quick-service restaurants only in Puerto Rico under the trademark "Chick-fil-A" specializing in a boneless breast of chicken sandwich. CFA Puerto Rico offers its franchises and licenses under separate Puerto Rico Disclosure Documents. CFA Puerto Rico may also operate various

Chick-fil-A and other restaurants itself from time to time in Puerto Rico in the future directly or through its affiliates and subsidiaries. CFA Puerto Rico began operations in July 2021.

CFA Servco, Inc. ("CFA Servco") is our affiliate. CFA Servco is a Virginia corporation formed on January 1, 2016. CFA Servco was originally formed June 29, 2004 as a Colorado corporation, converted to a Florida corporation effective December 31, 2012 and converted to a Virginia corporation effective January 1, 2016. CFA Servco's principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Servco administers a gift card program for Chick-fil-A company-owned restaurants, franchised Chick-fil-A Restaurants and Chick-fil-A Licensed Units. CFA Servco may be the only approved supplier of gift card services for the geographic area where it operates. CFA Servco began operations in 2004.

Chick-fil-A, Inc.'s Agents for Service of Process. A list of our agents for service of process in various states is contained in Exhibit "A" to this Disclosure Document.

Chick-fil-A's Business: Chick-fil-A's principal business is the development of a system of retail quick-service restaurants specializing in a boneless breast of chicken sandwich. Most of these restaurants are operated by franchised operators who are separate and independent business people or, as applicable, entities. Chick-fil-A franchised operators (which include individuals and business entities) are sometimes referred to in this Disclosure Document as "Operators". Chick-fil-A also operates various Chick-fil-A and other restaurants itself from time to time and may do so in the future directly or through its affiliates and subsidiaries. Chick-fil-A also has granted licenses to Chick-fil-A licensees ("Licensees") and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations ("Licensed Units"). The limited-menu, quick-service restaurants operated by Chick-fil-A, its affiliates and subsidiaries, its franchised Operators and its Licensees are sometimes referred to in this Disclosure Document as "Chick-fil-A Restaurants." Chick-fil-A offers licenses to operate Licensed Units under a separate Disclosure Document.

This Disclosure Document addresses and concerns the offering of a franchise to a prospective Chick-fil-A Operator. The person who becomes a franchised Chick-fil-A Operator will be referred to as "you" or "the Operator" throughout this Disclosure Document.

Some Chick-fil-A Operators commence operating new Chick-fil-A Restaurants and some Operators commence operating existing Chick-fil-A Restaurants. Chick-fil-A seeks prospective Operators on a continuing basis and offers some of them the right to become franchised Operators depending on their qualifications and the availability and location of restaurants needing an Operator.

The Chick-fil-A® Restaurant: A Chick-fil-A Restaurant is a limited-menu, quick-service restaurant with its primary product being a boneless breast of chicken sandwich known as a Chick-fil-A® Chicken Sandwich. In addition to the Chick-fil-A® Chicken Sandwich, menu items at a Chick-fil-A Restaurant include the Chick-fil-A® Spicy Chicken Sandwich, Chick-fil-A® Grilled Chicken Sandwich, Chick-fil-A® Nuggets, Chick-fil-A Chick-n-Strips® Cool Wrap®, Chick-fil-A Waffle Potato Fries®, salads and soft drinks, as well as hand-spun milkshakes, Chick-fil-A® Lemonade and a variety of breakfast items, including our Chick-fil-A® Chicken Biscuit, Egg White Grill, Hash Brown Scramble Burrito, Chick-n-Minis®, and berry parfait items.

Franchised Operator and company and affiliate owned Chick-fil-A Restaurants are established in free-standing locations ("free-standing units") as well as in non-free-standing locations, including mall and in-line units (sometimes referred to collectively as "mall units"), locations which are drive through only ("drive-thru only units") and non-traditional locations where Chick-fil-A has direct access to the owners or managers of the location premises and can conduct a restaurant business or concession without the need to utilize Licensees or prospective Licensees ("captive venue units"). Mall units are generally located in shopping malls and shopping centers. In-line units are generally located in shopping centers, office

buildings and downtown areas. As its name implies, a drive-thru only unit does not provide eat-in, dining room service. Captive venue units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Captive venue units may feature and serve only a limited number of menu items, and may be seasonal or open limited hours. There are some differences between the contractual relationships established for each type of unit described above, which are noted in this Disclosure Document.

Chick-fil-A's franchise relationship with its Operators is governed and defined by a written franchise agreement including its attached lease(s) (or other occupancy agreement(s) for captive venue units), which is referred to in this Disclosure Document as a "Franchise Agreement". The lease(s) attached as an exhibit to, made a part of and incorporated by reference into your Franchise Agreement (the "Lease") governs your occupancy of each restaurant premises under the Franchise Agreement controlled by Chick-fil-A. In some instances where Chick-fil-A, as lessee under a prime lease or ground lease, subleases the Chick-fil-A Restaurant premises to an Operator, a wholly-owned subsidiary of Chick-fil-A may be the landlord of the premises. As of this Disclosure Document's issuance date, Chick-fil-A is affiliated with the following entities that may lease a Chick-fil-A Restaurant site to Chick-fil-A for which you may be a sub-lessee: (1) CFA-NC Townridge Square LLC, a Georgia limited liability company formed on December 31, 1998, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, (2) CFA Real Property I, LLC, a Georgia limited liability company formed on June 26, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, and (3) FSU Holdings One, LLC, a Georgia limited liability company formed on December 7, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349.

Captive venue units are located in non-traditional restaurant premises and are typically governed by a concession agreement between Chick-fil-A (or its affiliate) and the owner or manager of the premises (the "Concession Agreement"). The Concession Agreement typically governs Chick-fil-A's occupancy of the captive venue unit premises. Chick-fil-A sublicenses its rights and privileges under the Concession Agreement, and the Operator accepts the sublicense and agrees to faithfully perform Chick-fil-A's obligations under the Concession Agreement under a concession sublicense agreement (the "Concession Sublicense Agreement"). The Concession Agreement is attached as an exhibit to the Concession Sublicense Agreement. The Concession Sublicense Agreement with its attached Concession Agreement is made a part of and incorporated by reference into your Franchise Agreement and substitutes for the Lease(s) as the occupancy agreement for any captive venue unit premises you may operate.

Upon entering into a Franchise Agreement to become a franchised Operator of your first franchised Chick-fil-A Restaurant business, a Chick-fil-A Operator pays an initial franchise fee of $10,000, of which $5,000 is deemed fully earned and non-refundable upon payment and $5,000 is deemed to be, and is maintained by Chick-fil-A as, an initial payment of working capital for the business(es) under the Franchise Agreement, with the expectation that the franchised Operator will make a substantial, personal investment of time directly operating, directing and otherwise supervising the Chick-fil-A Restaurant business (see Items 5, 6, 7 and 15). As more fully described in Item 6, you also must pay Chick-fil-A a "Base Operating Service Fee" of the amount by which fifteen percent of the gross receipts of the Chick-fil-A Restaurant exceeds the Chick-fil-A Restaurant's equipment rental fee (which rental fee will be based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment and is currently $750 to $5,000 per month, exclusive of any applicable sales, use and property taxes, depending on the type of location (free-standing, in-line, drive-thru only, mall and captive venue units) and any business services fee (which business services fee is currently $300 per month) plus any other business services fees (in amounts to be determined and charged from time to time), and an "Additional Operating Service Fee" of fifty percent of the Operator's net receipts for the Chick-fil-A Restaurant.

In addition, under the Lease attached as an exhibit to the Franchise Agreement (or, in the case of a captive venue unit, the Concession Sublicense Agreement), a Chick-fil-A Operator leases from Chick-fil-A the equipment deemed necessary by Chick-fil-A for the Operator to operate the Chick-fil-A Restaurant. While specific items vary, the categories of equipment items leased by Chick-fil-A to each franchised Operator typically include restaurant equipment, dining area furniture and fixtures and other items

necessary to operate a Chick-fil-A Restaurant. The categories of equipment items leased vary by type of unit; for example drive-thru only units, mall units and captive venue units typically would not require dining area furniture and fixtures. The equipment rental for a captive venue unit could be less than the amount stated above for a captive venue unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large. During the term of your Franchise Agreement, your ability to offer certain menu items, use certain signage, engage in certain promotions or marketing efforts, or have certain physical restaurant layouts or premises features at your Chick-fil-A Restaurant could be restricted or changed pursuant to the Lease (and, as applicable, any underlying prime lease or ground lease) or, in the case of any captive venue unit, the Concession Sublicense Agreement and its attached Concession Agreement, as may be amended or changed.

Although Chick-fil-A and its franchised Operators market Chick-fil-A brand products broadly, we find that the typical Chick-fil-A customer is in the 18-44 age group. We believe that the market for Chick-fil-A products in the broader Sunbelt region from Pennsylvania south through Texas is relatively developed. The market for Chick-fil-A brand products is developing in other parts of the United States. As a general matter, sales of Chick-fil-A brand products are not seasonal. However, if you operate a mall unit, you may experience higher sales during the holiday season when the mall is more crowded.

In order to become a franchised Operator of a single franchised Chick-fil-A Restaurant business, you will be required to sign the Franchise Agreement (Exhibit "B") including the Lease(s) attached as an exhibit to the Franchise Agreement, or, in the case of any captive venue unit, the Concession Sublicense Agreement and its attached Concession Agreement incorporated by reference into your Franchise Agreement that substitutes for the Lease(s), and must agree to operate your franchised Chick-fil-A Restaurant business in full compliance with Chick-fil-A's standards and specifications and comply with the requirements governing the occupancy of the restaurant premises. The forms of Franchise Agreement Chick-fil-A has used in the past and in other states may have terms and conditions different from the current form Chick-fil-A offers to you. Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement (including the Lease(s) and Concession Sublicense Agreement and its attached Concession Agreement) that Chick-fil-A offers in the future. The premises of any non-captive venue franchised Chick-fil-A Restaurant business(es), whether your initial business or any additional Chick-fil A Restaurant(s) (discussed below) that are not captive venue units will be either: (i) owned by Chick-fil-A, (ii) leased to Chick-fil-A pursuant to a prime lease or (iii) leased to Chick-fil-A pursuant to a ground lease, with Chick-fil-A owning the building located on the premises subject to the ground lease. Any prime lease or ground lease that is applicable to the premises will be attached to, made a part of and incorporated by reference into the Lease for the particular Chick-fil-A Restaurant business. The premises of any captive venue franchised Chick-fil-A Restaurant business(es), whether your initial business or any additional Chick-fil A Restaurant business(es) that are captive venue units, will be typically owned or managed by a third party that grants occupancy rights to Chick-fil-A (or its affiliate) pursuant to the Concession Agreement that Chick-fil-A sublicenses to you pursuant to the Concession Sublicense Agreement.

Once you have operated your franchised Chick-fil-A Restaurant business for some period of time, Chick-fil-A may offer you the opportunity to operate one or more additional Chick-fil-A Restaurants. Chick-fil-A is under no obligation to offer you the opportunity to operate an additional Chick-fil-A Restaurant and reserves the right to never offer you the opportunity to operate an additional Chick-fil-A Restaurant. The terms and conditions for operating any additional Chick-fil-A Restaurant business offered to you by Chick-fil-A after your first Chick-fil-A Restaurant, if any, will be governed by your Franchise Agreement as amended by an additional business amendment (the "Additional Business Amendment"). Your occupancy of the additional restaurant premises will be governed by the Lease (and, as applicable, any underlying prime lease or ground lease) for the particular premises or, in the case of any captive venue unit premises, the Concession Sublicense Agreement, together with its attached Concession Agreement, which will be incorporated by reference into your Franchise Agreement and substitutes for the Lease(s). Alternatively at Chick-fil-A's election, any additional Chick-fil-A Restaurant business may be governed by a new, separate Franchise Agreement on Chick-fil-A's then-current form, including its attached Lease(s)

(and, as applicable, any underlying prime lease or ground lease) or, in the case of any captive venue unit, the Concession Sublicense Agreement and its attached Concession Agreement.

To account for the different forms of occupancy agreements that are used for traditional locations and captive venue units and other differences, two different forms of the Additional Business Amendment are attached as exhibits to the Franchise Agreement (which is attached as Exhibit B to this Disclosure Document). The form used for a traditional, non-captive venue Chick-fil-A Restaurant business (the "Additional Business Amendment for Traditional Unit") attaches the Lease (and, as applicable, any underlying prime lease or ground lease) as an exhibit. The form used for a non-traditional, captive venue Chick-fil-A Restaurant business (the "Additional Business Amendment for Captive Venue") attaches the Concession Sublicense Agreement as an exhibit, with its attached Concession Agreement. You will sign the form of the Additional Business Amendment that applies to the particular additional Chick-fil-A Restaurant business. In this Disclosure Document the term "Additional Business Amendment" refers to either the Additional Business Amendment for Traditional Unit or the Additional Business Amendment for Captive Venue, as applicable. As noted above, Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement that Chick-fil-A offers in the future, which in the case of an additional business will include the Additional Business Amendment, as well as the Franchise Agreement.

If you are signing the Franchise Agreement to become a franchised Operator of an initial business that is a captive venue unit, instead of signing the Lease(s) attached as an exhibit to the Franchise Agreement, you will sign the Concession Sublicense Agreement (and its attached Concession Agreement) in the same form as attached to the Additional Business Amendment for Captive Venue. The form of Concession Sublicense Agreement attached to the Additional Business Amendment for Captive Venue is the applicable form whether the captive venue unit is your initial business or an additional Chick-fil-A Restaurant business.

Once you have operated your franchised Chick-fil-A Restaurant business for some period of time, Chick-fil-A may offer you the opportunity to also operate one or more custom mobile food trucks to allow you to sell a limited menu of Chick-fil-A brand products at multiple pre-approved sales locations. Food trucks may service certain captive audience locations such as schools, universities, sports stadiums, office buildings, theme parks and the venues for music, art and sporting events, festivals and fairs, and other unique locations. Food trucks are currently offered to franchised Operators to operate only as an extension and part of an existing Chick-fil-A Restaurant location that can support the operation of the food truck by providing storage for ingredients and other inventories and serving as a commissary for the production or preparation of certain products or ingredients. Chick-fil-A is under no obligation to offer you the opportunity to operate a food truck and reserves the right to never offer you the opportunity to operate a food truck. The terms and conditions for operating a food truck offered to you by Chick-fil-A in connection with an existing Chick-fil-A Restaurant you operate will be governed by your Franchise Agreement as amended by a food truck license agreement that governs your use of the food truck. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. Your license to operate the food truck and the sublease to use and occupy the food truck are currently combined in a food truck license and sublease agreement, together with its attached third party food truck lease between Chick-fil-A and the third party (collectively, the "Food Truck License and Sublease Agreement"). When signed, the Food Truck License and Sublease Agreement, including its attached third party food truck lease, is incorporated in and made a part of the Franchise Agreement. The current form of the Food Truck License and Sublease Agreement is attached as an exhibit to the Franchise Agreement (which is attached as Exhibit B to this Disclosure Document). As noted above, Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement that Chick-fil-A offers in the future, which in the case of a food truck, could include the Food Truck License and Sublease Agreement, including its attached food truck lease, as well as the Franchise Agreement. Chick-fil-A reserves the right to change the food truck program, including without limitation to provide that you must lease the food truck directly from a third party and not sublease the food truck from Chick-fil-A.

Applicable Laws and Regulations. Your franchised Chick-fil-A Restaurant business will be subject to laws, rules and regulations affecting businesses generally. You will be required to comply with all such laws, rules and regulations that apply to businesses generally, including, without limitation, public health laws, tax laws and regulations, labor, employment and wage and hour laws and regulations, insurance laws and regulations, privacy laws, regulations, and industry standards, business licensing requirements, immigration and homeland security laws, restrictions against smoking in public places and restaurants, the public posting of notices regarding nutritional information, health hazards, fire safety, general emergency preparedness, rules regarding the proper use, storage and disposal of waste materials, insecticides, and other hazardous materials, standards regarding employee health and safety, sexual harassment laws and any other federal, state and local regulations and ordinances which may be in effect. As a food service business, your franchised Chick-fil-A Restaurant business may be subject to additional laws, rules and regulations regulating the storage, preparation, packaging, labeling and sale of food and beverages to the public, food safety, refuse and sanitation standards and procedures for waste materials and packaging, nutritional claims or other types of advertising, menu or product labeling or information, and the use or maintenance of equipment involved in the preparation of frozen drinks and other products. You must ensure that your computerized point-of-sale systems (the "POS Systems") and your credit card processing terminals (whichever are responsible for processing credit card transactions) are in compliance with the most current Payment Card Industry Data Security Standards ("PCI-DSS"). You also must comply with all applicable federal and state laws and regulations relating to the collection, use, and security of personal information and comply with any privacy policies or data protection and breach response policies we periodically may establish. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your Chick-fil-A Restaurant business, and to obtain and comply with all licenses and licensing requirements necessary for your Chick-fil-A Restaurant business to open and operate. We encourage you to investigate and make inquiries regarding all these laws.

If you are licensed to operate a food truck, you must obtain all local, state and federally required permits and licenses, including from the state Motor Vehicle Department and state and local Health Departments. Food trucks are subject to federal, state and local laws, rules and regulations governing their routes and operation, including zoning ordinances. Restrictions include where food trucks may park and for how long, proximity to other food businesses and schools, designated parking zones and/or banned districts, items permitted to be sold, the maximum number of licenses that may be issued, required associated commissary locations, may only serve customers if flagged down, mandatory GPS devices, and health and safety requirements. A food truck must also report and pay sales tax to each jurisdiction where it makes sales. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your food truck operation, and to obtain and comply with all licenses and licensing requirements necessary for your food truck to begin and continue operations. We encourage you to investigate and make inquiries regarding all these laws.

Competition. You will compete with other quick-service restaurants located near your franchised Chick-fil-A Restaurant business, including possibly other Chick-fil-A Restaurants and Licensed Units located or marketing in the geographic vicinity of your franchised Chick-fil-A Restaurant business. Primary competition for mall and in-line Chick-fil-A Restaurants is from franchised and other food service operations located in the shopping malls or shopping centers in which your franchised Chick-fil-A Restaurant business may be located. In some cases, competition may also arise from other restaurants in non-mall locations or other sites located outside of the immediate premises of your mall or in-line restaurant. These restaurants and food service operations may be associated with national or regional chains (whether or not franchised) or may be local, independent restaurant locations. If you operate a free-standing location, captive venue or drive-thru only Chick-fil-A Restaurant business, you will experience generally similar types of competition.

Prior Business Experience: S. Truett Cathy, the Founder of Chick-fil-A, opened his first restaurant, the Dwarf Grill, in Hapeville, Georgia, in April 1946. The first Chick-fil-A Restaurant in a shopping mall opened for business on November 24, 1967, and the first free-standing Chick-fil-A

Restaurant opened for business on April 16, 1986. Chick-fil-A has owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee since 1967.

The first Chick-fil-A Restaurant opened in a mall location was also the first Chick-fil-A Restaurant operated by an Operator. Chick-fil-A commenced offering prospective restaurant Operators the opportunity to become Operators pursuant to a Disclosure Document on February 10, 1987. Chick-fil-A commenced offering prospective Licensees, who have access to locations such as schools, workplaces, universities and airports, the opportunity to become Licensees pursuant to a Disclosure Document on May 4, 1992. Franchises are offered to Licensees under a separate disclosure document and not under this Disclosure Document. Chick-fil-A has never offered a franchise in any other line of business. (See Item 20 for further information on numbers and locations of franchised Chick-fil-A Operator Restaurants, Licensed Units and Company-operated Restaurants.)

CFA Supply has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Supply has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

Bay Center has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. Bay Center has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

CFA Canada has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Canada has been offering franchises for Chick-fil-A Restaurants in Canada since May 2019. CFA Canada has never offered or sold franchises in any other line of business.

CFA Puerto Rico has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Puerto Rico has been offering franchises for Chick-fil-A Restaurants in Puerto Rico since July 2021. CFA Puerto Rico has never offered or sold franchises in any other line of business.

CFA Servco has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Servco has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

CFA-NC Townridge Square LLC, CFA Real Property I, LLC and FSU Holdings One, LLC have never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee and have never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

Item 2

BUSINESS EXPERIENCE

Chair of the Board and Officer VP, Executive Office – Dan T. Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 1979, and Chair of the Board since November 2013. Mr. Cathy has served as Officer VP, Executive Office since November 2021. From November 2013 until November 2021, Mr. Cathy served as Chief Executive Officer of Chick-fil-A, and Assistant Secretary from June 2001 until November 2021. From June 2001 through April 2016, Mr. Cathy served as President and Chief Operating Officer of Chick-fil-A. Mr. Cathy served as President of CFA Servco from June 2004 to November 2021, President of CFA Supply from November 2018 until November 2021, President of Bay Center from December 2018 to November 2021, President and Director of CFA Canada from September 2017 until November 2021, and President of CFA Puerto Rico from August 2020 to November 2021.

Director, Chief Executive Officer, President, and Assistant Secretary – Andrew T. Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 2022. Since November 2021, Mr. Cathy has served as Chief Executive Officer and Assistant Secretary of Chick-fil-A. In January 2024, he assumed the role of President of Chick-fil-A. From July 2019 through October 2021, he served as Executive Vice President, Operations. From January 2015 through June 2019, he served as Senior Vice President, People, and from November 2013 through December 2014, he served as Vice President, People. From January 2012 through October 2013, Mr. Cathy served as Director, Franchisee Selection. From January 2011 through December 2011, Mr. Cathy served as Management Consultant, Franchisee Selection. From July 2007 through December 2010, Mr. Cathy was a Franchisee Consultant. Since November 2021, Mr. Cathy has served as President of CFA Supply, Bay Center, CFA Servco, and CFA Puerto Rico. He has served as President and Director of CFA Canada since November 2021. Mr. Cathy served as Vice President of CFA Canada from September 2017 through October 2021, and Vice President of CFA Puerto Rico from August 2020 through October 2021.

Director, Executive Vice President, and Chairman of the Board, STC Brands, Inc. – Donald M. "Bubba" Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since February 2004. Mr. Cathy has served as Executive Vice President of Chick-fil-A since April 2012. From November 1994 through April 2012, he served as Senior Vice President of Chick-fil-A.

Director – Cheryl A. Bachelder

Ms. Bachelder has served as a member of the Board of Directors of Chick-fil-A since April 2019. She has served as a Board Member of US Foods, Inc. in Rosemont, Illinois since October 2018. Ms. Bachelder served as Interim Chief Executive Officer of Pier 1 Imports, Inc. in Fort Worth, Texas from December 2018 through November 2019 and served as a Director of that company from October 2012 until 2020. From November 2007 through March 2017 she served as Chief Executive Officer and a Director of Popeyes Louisiana Kitchen, Inc. in Miami, Florida.

Director – Dale Jones

Mr. Jones has served as a member of the Board of Directors of Chick-fil-A since January 2021. He has served as a Board Member of Trilith Studios in Atlanta, Georgia since January 2022 and Outset Medical in San Jose, California since May 2022. He has served as Chief Executive Officer of Magna Vista Partners in Atlanta, Georgia since July 2022. He served as Chief Executive Officer of Diversified Search Group in Washington, D.C. from October 2013 until June 2022, and as a Corporate Director of Northwestern Mutual in Milwaukee, Wisconsin from January 2005 to July 2022.

Director – Milford W. McGuirt

Mr. McGuirt has served as a member of the Board of Directors of Chick-fil-A since October 2021. He has served as an Independent Director of Oxford Industries, Inc. in Atlanta, Georgia since August 2020 and Independent Director of Science Applications International Corporation in Reston, Virginia since June 2021.

Mr. McGuirt served as Independent Director of HD Supply in Atlanta, Georgia from June 2020 to December 2020 and Managing Partner of KPMG, LLP in Atlanta, Georgia from January 1986 until September 2019.

Director – James "J. D." Greear

Mr. Greear has served as a member of the Board of Directors of Chick-fil-A since January 2022 and as Lead Pastor of The Summit Church in Durham, North Carolina since March 2002.

Director – Kirk Perry

Mr. Perry has served as a member of the Board of Directors of Chick-fil-A since August 2022. He has served as President and Chief Executive Officer of Circana, Inc. in Chicago, Illinois since May 2021 and a Board Member of J.M. Smucker Company in Orville, Ohio since August 2017. Mr. Perry served as President of Google in Mountainview, California from December 2013 to May 2021. From August 2016 to November 2022, he served as a Board Member of e.l.f. Cosmetics in Oakland, California.

Executive Vice President and Chief Marketing Officer – Jonathan B. Bridges

Mr. Bridges has served as Executive Vice President of Chick-fil-A since July 2019. He has also served as Chief Marketing Officer since January 2015. From January 2015 through June 2019, he served as Senior Vice President, Marketing. From September 2012 through December 2014, Mr. Bridges served as Vice President, Customer Experience. From July 2009 through August 2012, he served as Vice President, Customer Service and Restaurant Concepts. From January 1998 through June 2009, Mr. Bridges served as Vice President, Information Technology and Chief Information Officer.

Executive Vice President and Chief International Officer – Anita E. Costello

Ms. Costello has served as Chief International Officer of Chick-fil-A since September 2022 and as Executive Vice President, International since July 2019. From July 2018 through June 2019, she served as Senior Vice President, Field Operations – Regions. From November 2016 through June 2018, she served as Vice President, Field Operations. From November 2013 through October 2016, Ms. Costello served as Director, Field Operations. From May 2008 through October 2013, she served as a Business Consultant. Ms. Costello has served as Vice President of CFA Canada since September 2019, as Vice President of CFA Puerto Rico since August 2020, as a Director of CFA Multinational Ventures (IE) Ltd. ("CFA Ireland") since October 2020, as a Director of Chick-fil-A (Asia) Pte. Ltd. ("CFA Asia") since October 2020, and as a Director of Chick-fil-A (UK) Limited ("CFA UK") since February 2022.

Executive Vice President and Chief Restaurant Development & Operations Officer – Susannah W. Frost

Ms. Frost has served as Chief Restaurant Development & Operations Officer of Chick-fil-A since September 2022 and as Executive Vice President, Operations since November 2021. Ms. Frost served as Executive Vice President, Restaurant Development from July 2019 through October 2021. From May 2016 through June 2019 she served as Vice President, Existing Restaurants. From November 2015 through April 2016, she served as Senior Director, Existing Restaurants. From January 2014 through October 2015, she served as Senior Director, Real Estate Legal. From May 2010 through December 2013, she served as Director, Real Estate Legal.

Executive Vice President and Chief Digital Officer – Onome Okuma

Mr. Okuma has served as Executive Vice President and Chief Digital Officer of Chick-fil-A since July 2019. From October 2017 through June 2019, he served as Vice President, Customer Technology & Insights. From November 2014 through September 2017, Mr. Okuma served as Vice President, Customer Technology Solutions. From October 2012 through October 2014, Mr. Okuma served as Senior Director,

Information Technology. Prior, Mr. Okuma served as Director, Information Technology from April 2009 through September 2012.

Executive Vice President, Chief Financial Officer, Treasurer, and Assistant Secretary – D. Brent Ragsdale

Mr. Ragsdale has served as Executive Vice President of Chick-fil-A since July 2019. He has served as Chief Financial Officer and Treasurer since January 2015, and as Assistant Secretary since November 2013. From January 2015 through June 2019, he served as Senior Vice President, Finance. From November 2013 through December 2014, Mr. Ragsdale served as Vice President, Finance and as Assistant Treasurer from December 2013 through December 2014. From January 2013 through October 2013, Mr. Ragsdale served as Vice President, Controller. From April 2011 through December 2012, he served as Vice President, Corporate Financial Services. From January 2006 through March 2011, Mr. Ragsdale served as Senior Director, Financial Consulting. He has been a Director of CFA UK since April 2011, as Secretary and Treasurer of CFA Supply since November 2018, as Secretary and Treasurer of CFA Canada since September 2017, as Secretary and Treasurer of Bay Center since December 2018, as Treasurer of CFA Servco since January 2020, and as Secretary and Treasurer of CFA Puerto Rico since August 2020.

Executive Vice President and Chief People Officer – Clifford T. Robinson

Mr. Robinson has served as Executive Vice President and Chief People Officer of Chick-fil-A since July 2019. From January 2015 through June 2019, he served as Senior Vice President, Operations. From January 2009 through December 2014, Mr. Robinson served as Vice President, Field Operations.

Executive Vice President, Chief Legal Officer, and Secretary – Lynette E. Smith

Ms. Smith has served as Executive Vice President and Secretary of Chick-fil-A since July 2019 and Chief Legal Officer since September 2022. She served as General Counsel from July 2019 through August 2022. From September 2017 through June 2019, she served as Vice President, Litigation, Franchising and Governance. From October 2014 through August 2017, Ms. Smith served as Senior Director, Corporate Legal. She served as Director, Corporate Legal from July 2013 through September 2014, and Senior Manager, Corporate Legal from June 2012 through June 2013.

Officer VP, Employment, Franchise and Litigation – W. Christopher Arbery

Mr. Arbery has served as Officer VP, Employment, Franchise and Litigation at Chick-fil-A since July 2023. From June 2019 through June 2023, he served as Senior Director in the Legal Department. From April 2010 to June 2019, Mr. Arbery was a Partner at Hall, Arbery, Gilligan, Roberts & Shanlever LLP in Atlanta, Georgia.

Officer VP, Restaurant Financial Services & Transformation – Lindsey D. Barron

Ms. Barron has served as Officer VP, Restaurant Financial Services & Transformation at Chick-fil-A since November 2021. From August 2018 through October 2021, Ms. Barron served as Executive Director, Enterprise Analytics and from August 2016 to August 2018, she served as Senior Director, Business Insights.

Officer VP, Field Operations – Regions – Shane A. Benson

Mr. Benson has served as Officer VP, Field Operations – Regions of Chick-fil-A since July 2023**Error! Bookmark not defined.**. From July 2019 through June 2023, he served as Senior Vice President, Field Operations – Regions. From September 2017 through June 2019, he served as Vice President, Operator Support and Organizational Planning. From November 2014 through August 2017, Mr. Benson served as Vice President, Customer Experience, and from November 2011 through October 2014, Mr. Benson served

as Director, Field Operations. From July 2005 through October 2011, Mr. Benson served as Marketing Management Consultant.

Officer VP, Staff Technology Solutions – Keri A. Bilotti

Ms. Bilotti has served as Officer VP, Staff Technology Solutions at Chick-fil-A since July 2023. From December 2020 through June 2023, she served as Vice President, Learning & Development. From July 2018 to November 2020, she served as Executive Director, Restaurant Training. From January 2018 through June 2018, she served as Senior Director, Restaurant Training. From January 2016 through December 2017, Ms. Bilotti served as Director, Restaurant Training. From November 2014 through December 2015, she served as Manager, Operator Selection and Training. From July 2013 through October 2014, Ms. Bilotti served as Manager, Marketing Education, and from June 2007 through June 2013, she served as Consultant, Marketing Education.

Officer VP, Corporate Accounting & Finance and Assistant Treasurer – Janet J. Bridges

Ms. Bridges has served as Officer VP, Corporate Accounting & Finance at Chick-fil-A since July 2023, and Assistant Treasurer since November 2021.**Error! Bookmark not defined.** From September 2022 t hrough June 2023, she served as Senior Vice President, Corporate Accounting & Finance. She served as Vice President, Corporate Accounting & Finance from November 2021 through August 2022. Ms. Bridges served as Vice President, Financial Solutions from April 2019 through October 2021. From November 2014 through March 2019, she served as Vice President, Treasury. From October 2012 through October 2014, Ms. Bridges served as Senior Director, Treasury. From January 2006 through September 2012, Ms. Bridges served as Director, Treasury.

Officer VP, Brand Strategy, Advertising & Media – Khalilah Cooper

Ms. Cooper has served as Officer VP, Brand Strategy, Advertising & Media at Chick-fil-A since November 2023. She served as Executive Director, Design from November 2021 through October 2023, and as Senior Director, Service & Hospitality from February 2020 through October 2021. From July 2018 through January 2020, she served as Director, Service & Hospitality and from January 2017 through June 2018, she served as Senior Manager, Service & Hospitality.

Officer VP, Benefits, Commercial Transactions, Governance & New Business Initiatives – Tina A. DeNapoli

Ms. DeNapoli has served as Officer VP, Benefits, Commercial Transactions, Governance & New Business Initiatives at Chick-fil-A since July 2023. She served as Executive Director, Corporate Legal from November 2020 through June 2023, and as Senior Director from August 2018 through October 2020. From June 2016 through July 2018, she served as Director, Corporate Legal.

Officer VP, Learning & Development – William J. Dunphy, Jr.

Mr. Dunphy has served as Officer VP, Learning & Development at Chick-fil-A since November 2023. He served as Officer VP, International Operations from July 2023 through October 2023.**Error! B ookmark not defined.** From July 2019 through June 2023, he served as Senior Vice President, International Operations. From July 2018 through June 2019, he served as Senior Vice President, People. From November 2016 through June 2018, he served as Vice President, People. From November 2013 through October 2016, Mr. Dunphy served as Vice President, Operator Selection and Training. From January 2006 through October 2013, Mr. Dunphy served as Director, Field Operations. From December 2000 through December 2005, he served as Director, Financial Consulting. Mr. Dunphy served as Vice

President of CFA Canada from October 2019 to November 2023 and Vice President of CFA Puerto Rico from August 2020 to December 2023.

Officer VP, Customer Technology & Insights – Michael F. Erbrick

Mr. Erbrick has served as Officer VP, Customer Technology & Insights at Chick-fil-A since July 2023.**Error! Bookmark not defined.** He served as Senior Vice President, Customer Technology & Insights f rom July 2019 through June 2023. From July 2018 through June 2019, he served as Senior Vice President, Information Technology. From July 2009 through June 2019 Mr. Erbrick served as Chief Information Officer. From July 2009 through June 2018, Mr. Erbrick served as Vice President, Information Technology. From January 2004 through June 2009, Mr. Erbrick served as Senior Director, Restaurant Information Systems.

Officer VP, Innovation – David B. Farmer

Mr. Farmer has served as Officer VP, Innovation at Chick-fil-A since November 2023. He served as Officer VP, Restaurant Experience, from July 2023 through October 2023.**Error! Bookmark not defined.** F rom July 2019 through June 2023, he served as Senior Vice President, Restaurant Experience. From August 2017 through June 2019, he served as Vice President, Restaurant Experience. From September 2012 through July 2017, Mr. Farmer served as Vice President, Menu Strategy and Development. From July 2009 through August 2012, he served as Vice President, Innovations and Service. From January 2001 through June 2009, Mr. Farmer served as Senior Director, Quality and Customer Experience. Mr. Farmer served as Vice President of CFA Supply from November 2018 to May 2023 and Vice President of Bay Center from December 2018 to May 2023.

Officer VP, Customer Technology Solutions – I. Patrick Gresham

Mr. Gresham has served as Officer VP, Customer Technology Solutions at Chick-fil-A since November 2023. He served as Vice President, Operator Technology Solutions from December 2020 through October 2023. From July 2018 through November 2020, he served as Executive Director, Operator Technology Solutions, and from November 2017 through June 2018, Mr. Gresham served as Director, Operator Technology Solutions. From November 2015 through October 2017, Mr. Gresham served as Director, Staff Technology Solutions.

Officer VP, New Restaurants – Thomas P. Guerard

Mr. Guerard has served as Officer VP, New Restaurants at Chick-fil-A since July 2023.**Error! B ookmark not defined.** He served as Senior Vice President, New Restaurants from September 2022 through June 2023, and as Vice President, New Restaurant Growth from November 2021 through August 2022. Mr. Guerard served as Vice President, Strategic Reinvestment from December 2020 through October 2021. From March 2020 through November 2020, Mr. Guerard served as Executive Director, Strategic Reinvestment, and from August 2018 through March 2020, he served as Senior Director, Strategic Reinvestment. From November 2016 through July 2018, Mr. Guerard served as Director, Restaurant Capacity Big Move, and from January 2016 through October 2016, he served as Director, Financial Consulting. From August 2014 through December 2015, Mr. Guerard served as Management Financial Consultant, and from August 2011 through August 2014, he served as Senior Financial Consultant, West Region.

Officer VP, Supply Chain Operations – Michael A. Hazelton

Mr. Hazelton has served as Officer VP, Supply Chain Operations at Chick-fil-A since July 2023.**Error! Bookmark not defined.** He served as Senior Vice President, Supply Chain Procurement and O perations from November 2021 through June 2023. Mr. Hazelton served as Senior Vice President, Supply Chain Operations from April 2019 through October 2021. From July 2018 through April 2019, he served as Senior Vice President, Corporate Services. From May 2015 through June 2018, Mr. Hazelton served as

Vice President, Corporate Services. He has served as Vice President of Bay Center since December 2018 and Vice President of CFA Supply since July 2019.

Officer VP, Existing Restaurants – Kimberly J. Johnson

Ms. Johnson has served as Officer VP, Existing Restaurants at Chick-fil-A since November 2021. Ms. Johnson served as Vice President, Corporate Financial Services from December 2018 through October 2021. From July 2018 through November 2018, she served as Executive Director, Corporate Financial Services. From 2016 through June 2018, she served as Senior Director, Corporate Financial Services. From 2013 through December 2015, Ms. Johnson served as Director, Corporate Financial Reporting. From 2011 through 2013, Ms. Johnson served as Senior Manager, Treasury.

Officer VP, External Communications – Carrie J. Kurlander

Ms. Kurlander has served as Officer VP, External Communications at Chick-fil-A since July 2018. From April 2013 to June 2018, she served as Vice President, Corporate Public Relations and Public Affairs.

Officer VP, Shared Platforms – Sara M. McClain

Ms. McClain has served as Officer VP, Shared Platforms at Chick-fil-A since November 2023 and Vice President, Staff Technology Solutions from November 2021 through October 2023. From July 2018 through October 2021, she served as Executive Director, Staff Technology Solutions. She served as Director, Staff Technology from November 2017 to July 2018 and Director, Enterprise Planning from May 2017 to October 2017. From November 2015 through April 2017, Ms. McClain served as Senior Manager, Enterprise Planning.

Officer VP, Diversity, Equity & Inclusion – Erick W. McReynolds

Mr. McReynolds has served as Officer VP, Diversity, Equity & Inclusion at Chick-fil-A since November 2021. He served as Executive Director, Diversity, Equity & Inclusion from July 2020 through October 2021. From October 2016 to June 2020, Mr. McReynolds served as Executive Director, Midwest Region. He served as Director, Service Team from October 2014 to October 2016.

Officer VP, Operator Technology Solutions – Elizabeth Medford

Ms. Medford has served as Officer VP, Operator Technology Solutions at Chick-fil-A since November 2023. From September 2023 through October 2023, she served as Officer VP, Shared Platforms. She served as Executive Director, Shared Platforms from November 2021 through August 2023, and as Senior Director, Enterprise Effectiveness Solutions from July 2018 through October 2021. Ms. Medford served as Director, Supplier Quality & Safety from February 2016 to June 2018.

Officer VP, Restaurant Development Services – David M. Millican

Mr. Millican has served as Officer VP, Restaurant Development Services at Chick-fil-A since November 2021. From February 2020 through October 2021, Mr. Millican served as Executive Director, Facilities and Equipment, and from March 2016 until February 2020, he served as Senior Director, Facilities and Equipment. Mr. Millican served as Director, Restaurant Development and Facilities from September 2013 until March 2016, and Senior Manager, Facilities from September 2012 until September 2013. He served as Manager, Facilities from August 2010 to September 2012.

Officer VP, Enterprise Viability – Sandra T. Moody

Ms. Moody has served as Officer VP, Enterprise Viability at Chick-fil-A since July 2019. From November 2017 through June 2019, she served as Vice President, Enterprise Analytics & Risk

Management. From November 2015 through October 2017, Ms. Moody served as Vice President, Financial Services and Chief Accounting Officer. From November 2013 through October 2015, she served as Vice President, Business Insights. From July 2006 through October 2013, Ms. Moody served as Senior Director, Business Analysis.

Officer VP and Assistant General Counsel – S. Tammy Pearson

Ms. Pearson has served as Officer VP and Assistant General Counsel of Chick-fil-A since April 2008. From October 2006 through March 2008, she was Senior Director, Corporate Legal. Ms. Pearson has served as Vice President of CFA Servco since January 2020, as a Director of CFA Ireland since October 2020, as a Director of CFA Asia since October 2020, and as a Director of CFA UK since December 2023.

Officer VP, International Restaurant Development – Erwin C. Reid

Mr. Reid has served as Officer VP, International Restaurant Development at Chick-fil-A since July 2023.**Error! Bookmark not defined.** He served as Senior Vice President, International Restaurant D evelopment from July 2019 through June 2023. From July 2018 through June 2019, he served as Senior Vice President, Restaurant Development. From January 2001 through June 2018, he served as Vice President, Restaurant Development. Mr. Reid has served as Vice President of CFA Canada since July 2019, and Vice President of CFA Puerto Rico since August 2020.

Officer VP, Restaurant Experience – Joseph R. Saracino

Mr. Saracino has served as Officer VP, Restaurant Experience at Chick-fil-A since November 2023 and Officer VP, Brand Strategy, Advertising & Media from July 2023 through October 2023.**Error! B ookmark not defined.** He served as Senior Vice President, Brand Strategy, Advertising & Media from July 2019 through June 2023. From February 2016 through June 2019, he served as Vice President, Brand Strategy, Advertising & Media.

Officer VP, Cathy Family Office – John W. Stephenson

Mr. Stephenson has served as Officer VP, Cathy Family Office at Chick-fil-A since November 2021. Mr. Stephenson served as Vice President, Strategic Partnerships and Special Projects from December 2018 through October 2021. From November 2015 through November 2018, he served as Director, Strategic Partnerships and Special Projects.

Officer VP, Field Operations – Services – C. Todd Sweatt

Mr. Sweatt has served as Officer VP, Field Operations – Services at Chick-fil-A since July 2023.**Error! Bookmark not defined.** He served as Senior Vice President, Field Operations – Services f rom July 2018 through June 2023. From March 2014 through June 2018, he served as Vice President, Operations – Systems Development. From March 2008 through March 2014, Mr. Sweatt served as Director, Field Operations.

Officer VP, Supply Chain Transformation and Enablement – James N. Taylor

Mr. Taylor has served as Officer VP, Supply Chain Transformation and Enablement at Chick-fil-A since November 2023. He served as Vice President, Customer Technology Solutions from December 2020 through October 2023. From July 2018 through November 2020, Mr. Taylor served as Executive Director, Customer Technology Solutions, and from November 2015 through June 2018, he

served as Director, Customer Technology Solutions. From March 2013 through October 2015, Mr. Taylor served as Senior Manager, Business Growth & Supply Chain Solutions.

Officer VP, Corporate Communications & External Affairs – Reade L. Tidwell

Ms. Tidwell has served as Officer VP, Corporate Communications & External Affairs at Chick-fil-A since July 2023.**Error! Bookmark not defined.** She served as Senior Vice President, Corporate C ommunications & External Affairs from September 2022 through June 2023, and as Vice President, Corporate Communications from November 2021 through August 2022. From January 2019 through October 2021, Ms. Tidwell served as Executive Director, Corporate Communications, and from January 2016 to January 2019, she served as Senior Director, Corporate Communications.

Officer VP, International Operations – Paul W. Trotti

Mr. Trotti has served as Officer VP, International Operations at Chick-fil-A since November 2023. He served as Vice President, Supply Chain Development from December 2020 to October 2023. From July 2018 through November 2020, Mr. Trotti served as Executive Director, Chick-fil-A Supply, and from October 2017 through June 2018 he served as Executive Director, Supply Chain Innovation. From April 2012 through October 2017, he served as Director, Menu Strategy & Development. Mr. Trotti has served as Vice President of CFA Canada since November 2023 and Vice President of CFA Puerto Rico since December 2023.

Officer VP, Talent Experience – Elizabeth Wanamaker

Ms. Wanamaker has served as Officer VP, Talent Experience at Chick-fil-A since July 2023.**Error! B ookmark not defined.** She served as Senior Vice President, Talent Experience from September 2022 through June 2023, and Vice President, Talent Experience from December 2018 through August 2022. From March 2018 through October 2018, Ms. Wanamaker served as Chief Human Resources for BlueLinx Corporation in Atlanta, Georgia. From December 2014 through December 2017, Ms. Wanamaker served as Senior Vice President, North America for The Coca-Cola Company in Atlanta, Georgia. From September 2013 through December 2014, she served as Vice President, Talent and Development and from August 2010 through September 2013 she served as Global Director, Program Development, Talent and Development.

Officer VP, Executive Office – Trudy C. White

Ms. White has served as Officer VP, Executive Office at Chick-fil-A since July 2018. From February 2003 through June 2013, Ms. White served as a member of the Board of Directors of Chick-fil-A.

Executive Director, Non-Traditional Restaurants – Bruce B. Cameron

Mr. Cameron has served as Executive Director, Non-Traditional Restaurants of Chick-fil-A since September 2020. From January 2019 to September 2020, he served as Senior Director, Non-Traditional Restaurants. From November 2015 through December 2018, Mr. Cameron served as Senior Director, Licensed Operations. From October 2010 through October 2015, he served as Director, Field Operations.

Director, Non-Traditional Real Estate – Sean R. Warren

Mr. Warren has served as Director, Non-Traditional Real Estate of Chick-fil-A since January 2019. From April 2016 through December 2018, he served as Director, New Restaurant Growth – Licensing. From January 2013 through March 2016, Mr. Warren served as Senior Manager, New Restaurant Growth – Licensing. From January 2012 through December 2012, Mr. Warren served as Manager, Real Estate –

Licensing. From January 2006 through December 2011, Mr. Warren served as Manager, Restaurant Concepts.

[1] As a result of refinements to Chick-fil-A's talent management system, all Senior Vice President titles were modified to Officer, VP effective July 1, 2023.

Item 3

LITIGATION

David Stephens and Kaitlyn Strawn, individually and on behalf of all others similarly situated v. Chick-fil-A, Inc., (Case No. 1:23-cv-00964, U.S. District Court for the Northern District of Georgia). On March 6, 2023, two Chick-fil-A brand restaurant customers filed a complaint against Chick-fil-A alleging that we failed to properly secure and safeguard the personally identifiable information ("PII") of users of Chick-fil-A's One program and their PII was compromised as a result of an automated cybersecurity attack that impacted Chick-fil-A One members' accounts between December 18, 2022 and February 12, 2023 (the "Data Incident"). The complaint also alleged that Chick-fil-A issued a statement assuring customers that the fraudulent activity on their accounts was not the result of a compromise of Chick-fil-A's internal systems and waited too long to notify affected customers. Plaintiffs asserted claims against Chick-fil-A for negligence, breach of implied contract, negligence *per se*, and violations of Georgia's Uniform Deceptive Trade Practices Act. Plaintiffs bring their claims on behalf of themselves and a putative class of similarly situated Chick-fil-A brand restaurant customers. Plaintiffs sought class certification, equitable relief, injunctive relief, monetary damages, interest, and further relief. On June 2, 2023, the original two Plaintiffs and a third new Plaintiff, who was also a Chick-fil-A brand restaurant customer, filed an amended complaint essentially alleging the same claims and seeking the same relief as set forth in the original complaint. On July 3, 2023, Chick-fil-A moved to compel arbitration of Plaintiffs' claims in the amended complaint. The parties agreed to settle the case on an individual basis (not a class basis) to minimize potential litigation expense and distraction. On November 19, 2023, the parties entered into a Confidential Settlement Agreement and Release under which Chick-fil-A agreed to pay in total $210,000, which included a payment of $2,500 to each of the five Plaintiffs (*i.e.*, the three Plaintiffs named in the amended complaint plus two additional Plaintiffs identified by Plaintiffs' counsel during the course of the litigation), with the remainder of the settlement funds covering Plaintiffs' counsel's fees and expenses. In exchange, Plaintiffs provided a full release of all claims relating to the Data Incident and a covenant not to sue, and the three Plaintiffs named in the amended compliant agreed to dismiss their claims with prejudice. On December 7, 2023, the three named Plaintiffs filed a notice of voluntary dismissal with prejudice and the case was dismissed with prejudice.

Mayheu v. Chick-fil-A, Inc., No. 2022CV365400, Superior Court of Fulton County, Georgia, filed on May 24, 2022, as amended on June 7, 2022, August 5, 2022 and September 29, 2023 (consolidating class action complaint to add other plaintiffs) (the "*Mayheu* Action").

Pittman and Ukpere v. Chick-fil-A, Inc., No. 1:21-cv-8041, United States District Court for the Southern District of New York (appealed to the Second Circuit as Case No. 22-1862), filed on September 28, 2021, as amended on December 13, 2021 (the *"Pittman* Action").

Ukpere v. Chick-fil-A, Inc., No. 2:22-cv-5397, United States District Court for the District of New Jersey, filed on September 2, 2022; removed from the Superior Court of New Jersey, Middlesex County, Case Number MID-L-003792 (collectively, the "*Ukpere* Action").

Goldstein v. Chick-fil-A, Inc., No. 1:22-cv-21897, United States District Court for the Southern District of Florida, filed on June 21, 2022, as amended on August 11, 2022; removed from the Circuit Court of the

Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2022-009265-CA-01 (collectively, the "*Goldstein* Action").

Ortega v. Chick-fil-A, Inc., No. 2:21-cv-845, United States District Court for the Eastern District of California, filed on May 10, 2021, as amended on November 15, 2021; removed from Sacramento Superior Court, Case No. 34-2021-00296245 (collectively, the "*Ortega* Action").

Chick-fil-A is a defendant in five different putative class actions brought on behalf of persons who made a Chick-fil-A delivery order through the Chick-fil-A mobile application (the "Chick-fil-A App") or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A restaurant location in the states of Georgia, Florida, New York, New Jersey, and California. Plaintiffs claim that Chick-fil-A misrepresents the cost of delivery by charging a delivery fee and not disclosing that menu prices for delivery are higher than in-store prices. Chick-fil-A denied any liability with respect to these cases and the claims being asserted. Only Chick-fil-A has been sued in these lawsuits; no franchisees have been named as defendants. On July 7, 2023, the plaintiffs and Chick-fil-A entered into a proposed Class Action Settlement Agreement (the "Settlement Agreement"). The *Pittman* Action, the *Ukpere* Action, the *Goldstein* Action, and the *Ortega* Action were consolidated with the *Mayheu* Action for settlement purposes on September 29, 2023. In the consolidated complaint filed in the *Mayheu* Action, Plaintiffs assert claims for the following: negligent misrepresentation (on behalf of all classes), violation of Georgia's Unfair Business Practices (on behalf of a Georgia class), violation of New York Consumer Fraud Act (on behalf of a New York class), violation of New Jersey Consumer Fraud Act (on behalf of a New Jersey class), violation of Florida Deceptive and Unfair Trade Practices Act (on behalf of a Florida class), violation of California's Unfair Competition Law (on behalf of a California class), violation of California's Consumer Legal Remedies Act (on behalf of a California class), and violation of California's False Advertising Law (on behalf of a California class). All plaintiffs in the Actions seek actual and statutory damages and declaratory judgments. On September 29, 2023, a Settlement Agreement was submitted to the court in the *Mayheu* Action along with an Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement, which the court granted on October 2, 2023, preliminarily approving the proposed class action settlement and conditionally certifying a class and five geographically based subclasses for settlement purposes only. On February 1, 2024, the parties on behalf of themselves and the members of the settlement class and subclasses applied for an order finally approving the Settlement Agreement and made application for the award of attorneys' fees, costs and service awards. A Fairness Hearing for Final Approval was held on February 29, 2024, and the court in the *Mayheu* Action entered an Order Granting Final Approval of the Proposed Class Action Settlement on the same day. Once the Settlement Agreement becomes effective pursuant to its terms, each member of the settlement class and settlement subclasses will be deemed to have released Chick-fil-A for the claims, Chick-fil-A will pay the remaining funds owed (for a total of $4,400,000) into a settlement fund. From that fund, class counsel will be awarded $880,000 in requested attorneys' fees and $15,579.32 in requested litigation costs, approved administrative costs will be paid, and the lead plaintiffs will receive service awards of $5,000.00 each. In addition, from the fund, the claims administrator will make payments of $29.25 to those class members who submitted valid claim forms and elected cash payments, and the remainder of the settlement fund will be distributed to Feeding America or Hunger Initiative (as directed by Chick-fil-A). Finally, the claims administrator will also provide a list of class members who submitted valid claim forms and elected gift card payments to Chick-fil-A, and Chick-fil-A (through CFA Servco) will distribute electronic gift cards to each in the amount of $29.25.

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

Item 4

BANKRUPTCY

On February 17, 2020, Pier 1 Imports, Inc. ("Pier 1"), having a principal place of business at 100 Pier 1 Place, Fort Worth, Texas 76192, filed a petition under Chapter 11 of the U.S. Bankruptcy Code in

the United States Bankruptcy Court for the Eastern District of Virginia (In re Pier 1 Imports, Inc., Petition #: 20-30805-KRH). Pier 1 is not the franchisor nor an affiliate of the franchisor. Cheryl Bachelder, who joined our Board of Directors in April 2019, had served as Interim Chief Executive Officer of Pier 1 from December 2018 through November 2019. The Court approved a sale of Pier 1's intellectual property, including its trademark, data, customer lists and other assets related to e-commerce on July 30, 2020. Pier 1 closed its stores and liquidated its assets and is in the process of distributing the proceeds to creditors in accordance with the priorities in the Bankruptcy Code. The matter is still pending.

Other than this action, no bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

You must pay an initial franchise fee of $10,000 payable in full when you sign the Franchise Agreement whether for a traditional location or a captive venue unit. The initial franchise fee is considered fully earned and non-refundable upon payment, except that $5,000 of the initial franchise fee is deemed to be, and is maintained by Chick-fil-A as, an initial payment of working capital for the business(es) under the Franchise Agreement ("the working capital deposit"). You must always maintain the working capital deposit while you are a franchised Operator. Upon termination or non-renewal of your Franchise Agreement, Chick-fil-A will conduct a final reconciliation and you will receive the working capital deposit funds, minus any costs, expenses and then known losses incurred by Chick-fil-A on account of your franchised Chick-fil-A Restaurant business or your operation of your franchised Chick-fil-A Restaurant business that you failed to pay or that you paid but should not have paid. This process will be conducted in a method and manner determined by Chick-fil-A under its then-current restaurant close-out procedures (currently, within two and one-half months after termination or non-renewal).

Chick-fil-A may, but is not obligated to, offer you a license to operate one or more additional Chick-fil-A Restaurant businesses under your Franchise Agreement. You must pay an additional franchise fee of $5,000 for each additional Chick-fil-A Restaurant business, whether for a traditional location or a captive venue unit, payable in full when you sign the Additional Business Amendment attached as an exhibit to the Franchise Agreement. The additional franchise fee is considered fully earned and non-refundable upon payment.

Prior to the opening of your franchised Chick-fil-A Restaurant business, you must obtain from Chick-fil-A the premises Lease for a traditional location or the Concession Sublicense Agreement for any captive venue unit, each of which also includes the equipment lease. You must also obtain applicable insurance coverages elected by you or designated by Chick-fil-A, from Chick-fil-A or through Chick-fil-A acting as administrator (other than workers' compensation, general liability, auto liability insurance, and employment practices liability insurance), as described in Items 6, 7, 8 and 10. With regard to workers' compensation, general liability, auto liability insurance, and employment practices liability insurance you will obtain these coverages from the designated insurance carrier, and will get billed by and pay premiums to the program administrator . The payments you will make to Chick-fil-A directly or as the program administrator are estimated to range from approximately $4,000 to $175,000 annually, exclusive of any applicable taxes, but will not be due until after your franchised Chick-fil-A Restaurant business opens.

Prior to the opening of your franchised Chick-fil-A Restaurant business, you must also obtain almost all of the opening inventory of food products, ingredients, and supplies from an approved distributor. The cost of your purchases from our approved distributor will already reflect amounts the distributor paid to Chick-fil-A for Chick-fil-A's proprietary seasoning applied by Chick-fil-A's poultry suppliers to most of the Chick-fil-A brand chicken products and for Chick-fil-A's proprietary seasoned coater you apply yourself in the preparation of most Chick-fil-A brand chicken products and also amounts the distributor paid to our affiliate Bay Center for Chick-fil-A's proprietary lemon juice produced by Bay Center that is used to produce Chick-fil-A's proprietary branded lemonade if you are in a location Bay Center supplies. Our

affiliate CFA Supply may be your distributor for all or some of these items if you are in a location CFA Supply services. If CFA Supply is your distributor, the payments you will make to CFA Supply for any of the opening inventory of food products, ingredients, and supplies are estimated to range from approximately $15,000 to $65,000, but will not be due until after your franchised Chick-fil-A Restaurant business opens.

Except for the circumstances described in this Item 5, we do not refund any initial fee.

Item 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks[1]
Advertising	Advertising fund contribution may vary (a) between 0% to 3.25%, to be determined by Chick-fil-A, as a percentage of "Gross Receipts"[2] or (b) by vote of Operators in local or regional areas	Monthly[3]	Since 6/30/89, Chick-fil-A has not charged any amount for advertising (0% of Gross Receipts) as a matter of internal policy, which is subject to change. Operators within a geographic area may establish local or regional advertising fees which may also apply to Gross Receipts from captive venue units and food trucks. See Item 11
Advertising Support and Services Fee	Advertising support and services fees incurred, if any, will vary based upon the support and services offered by Chick-fil-A, and selected and received by the Operator; the current in-house blended hourly rate for services is $100; Operator will pay any additional fees, costs and expenses as applicable	As incurred	Chick-fil-A may offer to provide Operators with advertising support and services at the local, store, market or regional advertising level on a formal basis through its in-house advertising agency as an alternative choice to Operators engaging a third party advertising agency to provide such support and services. If offered and chosen, the amount of the fee will vary based upon the then current rate card established by Chick-fil-A and the services selected by the Operator. Operator will pay any additional fees, costs and expenses for print production, materials, and other related costs and expenses. See Item 11

Type of Fee	Amount	Due Date	Remarks[1]
Additional Franchise Fee	$5,000 for each additional Chick-fil-A Restaurant business, whether for a traditional location or a captive venue unit	If and when you sign an Additional Business Amendment	Chick-fil-A may, but is not obligated to, during the term of the Franchise Agreement, offer you a license to operate one or more additional Chick-fil-A Restaurant businesses under your Franchise Agreement. You and Chick-fil-A will sign an Additional Business Amendment in the form attached as an exhibit to the Franchise Agreement for each additional Chick-fil-A Restaurant.
Business Services Fee	$300	Monthly[3]	Chick-fil-A may offer directly or indirectly through an approved third-party supplier, certain business services. If offered, you must use the services. Chick-fil-A will determine the fee for services Chick-fil-A provides. You will pay for the cost and expense of your use of third-party business services, including costs rebilled or passed through to you by Chick-fil-A.
Rent[6] (Traditional Unit)	$2,605 to $95,180 (including, where applicable, percentage rent)	Monthly[3]	See Items 7 and 8
Occupancy Charge[7] (Captive Venue Unit)	Determined under the Concession Agreement attached as an exhibit to the Concession Sublicense Agreement; currently estimated to range between 4% to 30% of Gross Receipts	Monthly, or other time period stated in the Concession Agreement	See Note 7 below.

Type of Fee	Amount	Due Date	Remarks[1]
Food Truck Usage Fee (Food Truck)	Currently $2,100 to $3,300, plus additional fees, costs and expenses	Monthly[3]	The food truck usage fee is payable currently to Chick-fil-A under the Food Truck License and Sublease Agreement in lieu of the lease rental payment due from Chick-fil-A to the third party lessor under the third party food truck lease. You will also pay directly or reimburse Chick-fil-A for any payments other than the lease rental payment due or payable under or on account of the food truck lease, including applicable mileage surcharge or pass through costs, any sales, use, excise tax, apportioned personal property tax or other applicable tax. You will reimburse any costs and expenses Chick-fil-A incurs to return any food truck to good order, condition and repair.
Food Truck Insurance Fee (Food Truck)	Currently $305 to $570	Monthly[3]	Payable currently to Chick-fil-A to cover the food truck and its contents and inventory, but not any Operator-owned contents or inventory.
Insurance	$240 to $10,700	Monthly[3, 5]	See Item 8

Type of Fee	Amount	Due Date	Remarks[1]
Equipment Rental	Currently $750 to $5,000	Monthly[3,4]	The equipment rental will be based on the fair market rental value as determined by Chick-fil-A from time to time in its sole and exclusive business judgment and varies depending on the type of restaurant location. The current equipment rental is: Free-Standing and In-Line: $5,000/month; Drive-Through only: $4,000/month; Mall: $3,000/month; Captive Venue: $750 - $3,000/month. While specific items vary, the categories of equipment items leased typically include restaurant equipment, dining area furniture and fixtures and other items. The categories of equipment items leased vary by type of unit. For example,drive-thru only units, mall units and captive venue units typically would not require dining area furniture and fixtures. The equipment rental for a captive venue unit could be less than the amount stated above for a captive venue unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large. A food truck and its equipment is covered separately under the Food Truck License and Sublease Agreement. You will also pay directly or reimburse Chick-fil-A for any payments other than the current equipment lease payment that become due or payable under or on account of the equipment lease, including any pass through costs, and any sales, use, excise tax, apportioned personal property tax or other applicable tax. See Item 10

Type of Fee	Amount	Due Date	Remarks[1]
Hardware and Software Support; High-Speed Internet Access	$9,500 to $20,000 (annually)	As incurred	The fees for a captive venue unit may be less if Chick-fil-A's services are reduced because the owner or manager of the premises provides a POS system with accompanying software that you must use. See Item 11
Fines – Minimum Standards and Procedures	Will vary under circumstances	As incurred	May be charged when you fail to maintain all applicable Minimum Standards or comply with the Franchise Agreement.[5]
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from the operation of your franchised Chick-fil-A Restaurant business or damage to the site.
Operating Service Fees	Determined by formula[2]	Monthly[3]	
Credit Card, Gift Card and related fees	Will vary	As incurred	Pursuant to contracts negotiated by us on behalf of the Chick-fil-A system with various credit card, gift card and processing vendors (including our affiliate CFA Servco), certain processing and other related fees are imposed by each vendor with respect to its particular card(s) based upon the credit card or gift card sales made by your Chick-fil-A Restaurant business. You may be required to enter into contracts directly with such credit card, gift card and/or processing vendors. These fees vary under a wide degree of circumstances, and are nonrefundable.
Highway Signage	Will vary under circumstances	As incurred	Actual fabrication cost plus annual expense for securing municipal highway signage opportunities, if available, for your Chick-fil-A Restaurant.
Interest on Late Payments	The maximum rate permitted by law, or if none, 1 ¼% per month	As incurred	Any payment or other amount owed us under the Franchise Agreement, including any attached Lease(s), Concession Sublicense Agreement for any captive venue unit(s) or Food Truck License and Sublease Agreement, will bear interest, compounded monthly after the due date.[5]

Type of Fee	Amount	Due Date	Remarks[1]
Cash Handling System Services[8]	$85 to $450 (monthly)	As incurred	Pursuant to vendor contracts negotiated by us on behalf of the Chick-fil-A system, we bill and collect certain fees and expenses that are charged by a vendor for cash handling system services provided each month by the vendor at your Chick-fil-A Restaurant business. You may be charged additional fees for non-warranty safe repairs; the amount will vary as incurred. You may not pay this fee to us in certain circumstances, including when your Chick-fil-A Restaurant business is located in a mall, office building or captive venue location. See Note 8 below.
Reimbursement of Cost of Performance	Costs and expenses of performance	As incurred	If you fail to perform your obligations under the Lease, the Concession Sublicense Agreement for a captive venue unit or the Food Truck License and Sublease Agreement for a food truck, Chick-fil-A may perform and you will reimburse Chick-fil-A's cost, together with interest.
Holdover Liquidated Damages	Double the base rent and percentage rent	As incurred	If you holdover or remain in occupancy of the premises for a non-captive venue location after your Lease terminates or expires, the base rent and percentage rent will double, as liquidated damages and not as a penalty, but payment will not waive Chick-fil-A's other rights or remedies.

Notes:

1. These fees are imposed by Chick-fil-A and, except as expressly provided, are either (a) payable to Chick-fil-A, (b) payable to Chick-fil-A, as administrator, if determined by vote of Operators in your local or regional area, or (c) payable to the insurance company for premiums for workers' compensation, general liability, auto liability, and employment practices liability insurance coverages. All fees are non-refundable and are imposed uniformly except as expressly provided below.

2. Under the Franchise Agreement, you are required to pay certain fees to Chick-fil-A out of your receipts calculated and due on a monthly basis according to a set formula. That formula is described below, but the definitions of certain terms used in the formula are provided first:

   (a) "Gross Receipts" for a particular restaurant for each calendar month is your entire gross receipts from sales (excluding sales tax) with respect to the restaurant, including any associated food

truck; any captive venue unit that is an additional Chick-fil-A Restaurant business and is accounted for as a separate restaurant;

(b) "Operating Profit" for a particular restaurant for each calendar month is the amount by which Gross Receipts exceeds the ordinary and necessary expenses (as this term is reasonably determined by Chick-fil-A) incurred by you for the restaurant during the month; by way of example, for purposes of this calculation the following items shall not be ordinary and necessary expenses:

(1) any amount you pay to yourself or, if you are approved to form and use an entity, the entity pays to you as compensation for services;

(2) any salary paid to any member of your family, to the extent the salary exceeds normal wages for similar work; and

(3) the "Base Operating Service Fee" (as defined below) and the "Additional Operating Service Fee" (as defined below);

"Aggregate Operating Profit" for a calendar month is the sum of the Operating Profit for the month of all restaurants operated by you;

(c) "Base Profit" for your first restaurant (the "Initial Business") for each calendar month is $1,000; you are not entitled to Base Profit with respect to any additional restaurant;

(d) "Base Operating Service Fee" for a particular restaurant for each calendar month is the amount by which 15% of the Gross Receipts for the month exceeds the monthly equipment rental payable and business services fee for the calendar month. Chick-fil-A allocates a portion of the Base Operating Service Fee as a royalty for the sublicense of intellectual property. "Aggregate Base Operating Service Fee" for a calendar month is the sum of the Base Operating Service Fee for the month of all restaurants operated by you;

(e) "Net Profit for Initial Business" of the Initial Business for each calendar month is the difference between: (i) the Operating Profit for the month; and (ii) the sum of: [A] the Base Operating Service Fee for the month, [B] the Base Profit for the month, [C] the Base Profit Offsets, and [D] the Service Fee Offsets at the effective date of computation; "Net Profit for Additional Business" for a particular additional business (an "Additional Business") for each calendar month is the difference between: (i) the Operating Profit for the Additional Business for the month and (ii) the Base Operating Service Fee for the Additional Business for the month;

(f) "Additional Operating Service Fee" as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month;

(g) "Additional Profit" as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month; "Aggregate Additional Profit" for each calendar month is the sum of the Additional Profit for the month of all restaurants operated by you;

(h) "Extra Profit" for each calendar month is an advance on Additional Profit in the maximum amount of $1,500; you are not entitled to retain an Extra Profit with respect to any additional restaurants;

(i) "Daily Deposit" as to a particular restaurant including any associated food truck, for each calendar day is your daily Gross Receipts as adjusted for minor cash expenditures, cash overages and shortages and other cash received;

(j) "Base Profit Offsets" is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Base Profits retained by you but not covered by Aggregate Operating Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Operating Profit is sufficient to cover the Base Profits;

(k) "Service Fee Offsets" is a floating amount that is zero at the beginning of each calendar year and is (i) increased from time to time during the calendar year by the amount of all Base Operating Service Fees that you do not pay to Chick-fil-A; and (ii) decreased from time to time during the calendar year when and to the extent that you pay the previously unpaid Base Operating Service Fees to Chick-fil-A; and

(l) "Extra Offsets" is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Extra Profits retained by you but not covered by the Aggregate Additional Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Additional Profit is sufficient to cover the Extra Profits.

You pay Chick-fil-A from the Aggregate Operating Profit of the restaurants for each calendar month, an amount equal to the sum of the Aggregate Base Operating Service Fee and the Aggregate Additional Operating Service Fee, and retain for yourself an amount equal to the sum of the Base Profit, Extra Profit and any Aggregate Additional Profit in excess of Extra Profit, less any Extra Offsets (not to exceed the Aggregate Additional Profit for the month). To the extent that your Aggregate Operating Profit for a month is not sufficient to fund all of these payment and retention items, you must disburse your Aggregate Operating Profit in the following order, until it is exhausted:

(a) you retain for yourself the Base Profit;

(b) you pay the Aggregate Base Operating Service Fee;

(c) you pay the Base Profit Offsets, the Service Fee Offsets and the Aggregate Additional Operating Service Fee; and

(d) you retain for yourself the amount, if any, by which the Aggregate Additional Profit exceeds the Extra Offsets.

You may retain, however, on a monthly basis the full Base Profit and the Extra Profit, even if Aggregate Additional Profit for the month (less the Extra Offsets) is insufficient to cover these distribution items, and even if revenue is insufficient to cover the Aggregate Base Operating Service Fee, the Base Profit Offsets, Service Fee Offsets and Aggregate Additional Operating Service Fee for the month. To the extent that Aggregate Operating Profit is insufficient to cover the full Base Profit and/or the Extra Profit when they are retained by you and the Aggregate Base Operating Service Fee, future Aggregate Operating Profit during the calendar year must be allocated to cover existing arrearage of Base Profit, Extra Profit and/or Aggregate Base Operating Service Fee before you will be entitled to any future Additional Profit.

All of these calculation and payment concepts are set forth in detail in Section 14 of the Franchise Agreement.

Chick-fil-A may in the exercise of its sole and exclusive business judgment offer certain additional marketing or other incentive funds and programs to one or more Operators in connection with certain special circumstances or situations that arise from time to time, such as assisting with brand-building in low awareness areas, including new markets, new locations, enhancing the physical premises of Chick-fil-A Restaurant facilities or other challenging situations which may have a detrimental effect on sales and profits. Chick-fil-A is under no obligation to offer these additional marketing or other incentive funds and programs or any other assistance of this type to you under any circumstances. Such additional marketing or other incentive funds and programs do not grant you any contract rights, are not part of your contract, and do not modify or affect Chick-fil-A's or your contract rights and obligations under the Franchise Agreement. Chick-fil-A's internal programs and policies are subject to change or cancellation at any time by Chick-fil-A.

3. Between the first and fifteenth day of each month, Chick-fil-A prepares a fee calculation report for your franchised Chick-fil-A Restaurant business for the preceding month in order to determine the fees and other expenses to be paid from your Gross Receipts and, as part of the fee calculation process, calculates the fees and expenses according to the formula described in Note 2 above. Although calculated and due on a monthly basis, these fees and expenses are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis. The expenses you pay to the insurance company related to the insurance premiums for workers' compensation and general liability coverages are also reflected on the fee calculation report. The Gross Receipts, fees and expenses of a food truck are accounted for and included in the fee calculation report of its associated Chick-fil-A Restaurant business. A separate fee calculation report is prepared for each Additional Business, including any captive venue unit.

4. These fees are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business as described in Note 2 and Note 3 above, except as described in Note 3. These amounts are exclusive of any applicable sales, use and property taxes.

5. Under the Franchise Agreement, you appoint Chick-fil-A as your agent to establish and administer a program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business, and facilitating your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease for the restaurant premises, as applicable certain of the insurance premiums elected by you or designated by Chick-fil-A, advertising contributions, any fees or charges pursuant to the Franchise Agreement, and other amounts owed to Chick-fil-A and/or suppliers by you. With regard to the workers' compensation, general liability insurance, auto liability, and employment practices liability insurance program, you will get billed by and will pay the insurance carrier. At the same time, you remain responsible for assisting Chick-fil-A in its administration of the program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business. For example, you must establish a cash handling system (including a bank account with allowance for banking-related fees to be paid and funds to be transferred therefrom by Chick-fil-A pursuant to the Franchise Agreement). You must deposit your Daily Deposit into your cash handling system each day prior to exiting the Restaurant and/or follow other procedures as designated from time to time by Chick-fil-A. If approved cash handling system services are not provided in your geographic area or you otherwise are approved for an exemption from our then current cash handling system service requirements, you will be required to deposit the funds directly into a local bank account or a prescribed Chick-fil-A group bank account, or otherwise follow other procedures as designated from time to time by Chick-fil-A. You must transmit a report to Chick-fil-A at the end of each business day regarding the amount of the Daily Deposit for your franchised Chick-fil-A Restaurant business, and Chick-fil-A will transfer that amount from your cash handling system bank account into Chick-fil-A's general account. If you operate a captive venue unit and the premises owner or manager collects customer payments, certain of the above cash handling procedures (and fees) will not apply to you or may be reduced. Under the Franchise Agreement, you are responsible for paying your expenses and Chick-fil-A is

authorized as your agent under the program to perform certain accounting functions and to facilitate other payments and disbursements of funds pursuant to the Franchise Agreement.

Chick-fil-A may maintain your funds in segregated, group and/or general bank account(s) that include your funds, other operators' funds and/or Chick-fil-A's funds. Chick-fil-A may use the funds at its election from time to time prior to your funds being disbursed pursuant to the terms of the Franchise Agreement, and if and only to the extent that Chick-fil-A does so, Chick-fil-A will pay interest on the used funds for the time period of their use at an interest rate and using an allocation method as determined by Chick-fil-A in its sole and exclusive business judgment from time to time; provided, however, that the interest rate for any applicable period shall not be less than the applicable Prime Rate as published in the Wall Street Journal for the same time period (the "Applicable Prime Rate") and shall not be greater than the Applicable Prime Rate plus one percent. Any bank account(s) established or maintained by Chick-fil-A are not trust funds or trust accounts. No fiduciary or implied duties, relationships or covenants exist between Chick-fil-A and you arising out of or relating to the Franchise Agreement, the program, the account(s), the funds or their respective administration. Chick-fil-A only, and not you, is entitled to receive the earnings credits, interest and/or any other banking benefits, if any, earned, awarded or elected on the account(s) and the funds in the account(s).

6. Your lease payment and other lease terms will be based on the Lease, and any applicable prime lease or ground lease, for your franchised Chick-fil-A Restaurant business in a traditional location, and will vary depending on where your franchised Chick-fil-A Restaurant business is located, the size of the premises, whether you are to operate a free-standing, mall or in-line restaurant, and other factors. The occupancy charge for a captive venue unit is described in the following Note.

   If Chick-fil-A owns the premises on which a Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a lessee of the premises and must comply with the obligations imposed by Chick-fil-A upon you as primary lessee of the premises. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include, as applicable, all of the monthly base rent, percentage rent and any other extra or additional charges, expenses and rents due under the Lease ("Additional Charges and Expenses" due under the Lease as defined in Section 1 and Section 3.3 of the Lease). Additional Charges and Expenses include, without limitation, all taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.

   If Chick-fil-A leases the premises on which a Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a sublessee of the premises and must comply with the obligations imposed on Chick-fil-A as the primary lessee of the premises and imposed by Chick-fil-A upon you as a sublessee. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include, as applicable, all of the monthly base rent, percentage rent and any other extra or additional charges, expenses and rents due under the Lease ("Additional Charges and Expenses" due under the Lease as defined in Section 1 and Section 3.3 of the Lease). Additional Charges and Expenses include, without limitation, all taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.

   The prime lease, ground lease and other related real estate documents for a site are subject to periodic amendment, renewal and/or renegotiation. As a result, the obligations imposed upon Chick-fil-A for a site may change from time to time and, as a result, the terms of your Lease with Chick-fil-A (including your monthly payments to Chick-fil-A, the base rent, percentage rent, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents) could also change. In addition, as a result of a periodic amendment, renewal and/or renegotiation of the prime lease, ground lease or other related real estate documents for the site, your rights and privileges to use and enjoy the premises could also change during the term of your Franchise Agreement and its attached Lease(s), including with regard to signage, physical layout, parking, access, site and/or product related exclusives and other matters.

In certain instances, Chick-fil-A, or a wholly-owned subsidiary of Chick-fil-A, may become the owner of the premises on which a Chick-fil-A Restaurant is operated as a result of the exercise of option rights under a ground lease or other type of acquisition. If this occurs during the term of your Franchise Agreement and its attached Lease(s), your then-current sublease will terminate and you will become either: (1) a lessee of the premises and must comply with the obligations imposed by Chick-fil-A upon you as primary lessee of the premises, including making monthly lease and other payments to Chick-fil-A; or (2) a sublessee of the premises and must comply with the obligations imposed upon Chick-fil-A as primary lessee of the premises by Chick-fil-A's affiliate acting as the landlord, including making monthly sublease and other payments to Chick-fil-A or Chick-fil-A's affiliate, all as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment.

For a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), the calculation of monthly rent for the site can generally be explained as follows – there will be no base rent charge and the total amount of monthly rent you will be obligated to pay Chick-fil-A will be based on a percentage rent calculation that Chick-fil-A will perform pursuant to the terms of the Lease. To calculate the percentage and therefore monthly rent due to date each month of each year under the Lease, the amount by which your then calendar year-to-date gross receipts for your Chick-fil-A Restaurant business multiplied by the percentage rent multiplier set forth in the Lease exceeds the percentage rent breakpoint will be determined by Chick-fil-A and such amount will be the total amount of monthly rent due to date each month of each year under the Lease.. The total amount of monthly rent due to date less any amounts actually paid to date by the Operator for monthly rent during the same calendar year will be determined by Chick-fil-A and such amount will be the monthly rent due and owing for the calendar year. Because there is typically no base rent due under this type of lease, the percentage rent breakpoint will be set typically to $0.00. As the Operator of a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), you will not be obligated generally to pay Chick-fil-A base rent under this type of lease beyond the percentage rent due under the Lease as described above, subject to there being any additional lease/license costs for the site (as discussed below), or any renewal and/or renegotiation with Chick-fil-A during the term of your Franchise Agreement and the Lease.

If you are the Operator of a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), there may be additional lease/license costs for the site. The amount of any additional lease/license costs for the site (as that term is used above and in the Rent Calculation Report for the site) could be different and set higher than $0.00 in certain situations. For example, if Chick-fil-A has purchased the primary site and then leases from a third-party and then subleases to you additional parking or other facilities either before or after the commencement of the Lease, then the annual percentage rent breakpoint will be adjusted and reflected on your Rent Calculation Report for the site to account for any additional lease/license costs you are obligated to pay under the Lease. For example, if the additional parking sublease referenced above or any other similar additional lease/license cost item was $12,000/year, or $1,000/month, the annual percentage rent breakpoint would be set at $200,000 ($12,000/6%), not $0.00.

For a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) pursuant to a ground lease, the calculation of monthly rent for the site can generally be explained as follows -- the total annual rent due under the ground lease, which sum will be divided by twelve. The monthly base rent could increase when and if, among other things, the rent under the ground lease increases pursuant to the terms of the ground lease. Additionally, as the Operator of a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) pursuant to a ground lease, you will be obligated to pay Chick-fil-A percentage rent under this type of lease to the extent the calendar year-to-date gross receipts of a Chick-fil-A Restaurant business exceed a certain percentage rent breakpoint.

For a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, the calculation of monthly base rent for the site can generally be explained as follows -- the base rent payable to Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for the site is calculated per the terms of the Franchise Agreement and its attached Lease(s) which incorporates the prime lease. The monthly base rent could increase when and if, among other things, the rent under the prime lease increases pursuant to the terms of the prime lease. Additionally, for a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, to the extent the calendar year-to-date gross receipts of a Chick-fil-A Restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

For a site that is leased by Chick-fil-A for a mall location, base rent and percentage rent (if any) are payable to Chick-fil-A for the site per the terms of the Franchise Agreement and the Lease which incorporates the prime lease. The base rent and percentage rent (if any) could increase when and if, among other things, the rent under the prime lease increases pursuant to the terms of the prime lease.

The percentages used in computing payments based on Gross Receipts have been determined by Chick-fil-A in consideration of the set of rights being granted by Chick-fil-A, the drawing power of a Chick-fil-A Restaurant, the value of the Chick-fil-A system as a whole, the ratio between our investment and your investment, potential rates of return on investment, the ratio between what we think might be our potential return and yours, the amount which we have at risk, and Chick-fil-A's interests in obtaining a profit in light of competitive conditions. All payments made by you to Chick-fil-A are part of a single financial arrangement between you and Chick-fil-A which, taken as a whole and without regard to any designation or description, reflect the value of the rights being made available to you by Chick-fil-A and the services being rendered by Chick-fil-A during the term of the Franchise Agreement including its attached Lease(s). The percentages may vary among Operators depending upon when a franchise or site was obtained or leased as well as other factors. In unusual circumstances which include special costs, the fees paid by you may be higher than those outlined in this Item 6.

Chick-fil-A may in the exercise of its sole and exclusive business judgment cap or limit the lease payments of one or more Operators in connection with certain special circumstances or situations that arise from time to time. As a result, for example, the monthly payments for these Operators may not equal all of the monthly base rent and other extra or additional charges and rents set out in the prime lease or ground lease agreements between Chick-fil-A and the landlord for these sites. Chick-fil-A may also in the exercise of its sole and exclusive business judgment cap or limit the amount of property tax or other additional charges that are assessed or passed through to and then become the individual responsibility of the Operator in connection with certain special circumstances or situations that arise from time to time. As a result, for example, the obligation actually passed through and charged to these Operators to pay property tax or other additional charges may not equal all of the property tax and other additional charges that are otherwise payable and not included in the lease payments. In other instances involving certain special circumstances or situations that arise from time to time, the property tax and other additional charges may be included in the lease payments and in those instances not charged or passed through separately as extra or additional charges to the Operator. Chick-fil-A is under no obligation to offer a cap or limit to you under any circumstances. Any cap or limit offered by Chick-fil-A to you from time to time does not grant you any contractual rights, is not part of your contract, and does not modify or affect Chick-fil-A's or your contractual rights and obligations under the Franchise Agreement or the Lease. Chick-fil-A's internal programs and policies, including any cap or limit on lease payments, are subject to change or cancellation at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment.

Pursuant to a Chick-fil-A internal rent policy effective beginning January 1, 2015 (the "Rent Policy"), your rent for a franchised Chick-fil-A Restaurant premises in a traditional location during

the duration of the policy (excluding any equipment) will not exceed 6% of the annual Gross Receipts of your franchised Chick-fil-A Restaurant business. Chick-fil-A's Rent Policy does not extend to, affect or limit in any way, your obligation to pay any other monies or charges due under the Franchise Agreement or any additional charges and expenses due under any Lease. Chick-fil-A's Rent Policy has been established unilaterally as part of Chick-fil-A's internal working procedures. Chick-fil-A's Rent Policy is not a part of any contract between Chick-fil-A and you and does not create any rights or expectations for you under your Franchise Agreement and its attached Lease(s), including the rent calculation report(s). Chick-fil-A's Rent Policy also does not amend, modify or affect any contract rights and obligations between Chick-fil-A and you as otherwise set forth in the Franchise Agreement and its attached Lease(s), including the rent calculation report(s). The application of Chick-fil-A's Rent Policy to individual situations may vary. Chick-fil-A's Rent Policy is subject to revocation and/or change at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment. Chick-fil-A's Rent Policy does not apply to occupancy charges for a captive venue unit.

The rent figures reflected above in this Item 6 represent the lowest and highest approximate amounts of monthly rent paid by any single Chick-fil-A Operator during calendar year 2023 under the lease or sublease for the Operator's franchised traditional Chick-fil-A Restaurant business, including, where applicable, for percentage rent. In unusual circumstances which include special costs, the fees paid by you may be higher than those outlined in this Item 6. These circumstances may include certain high-cost sites.

7. If Chick-fil-A offers you a license to operate a Chick-fil-A Restaurant business under your Franchise Agreement as a captive venue unit, you will pay an occupancy charge to the premises owner or manager under the Concession Agreement. We currently estimate the occupancy charge will be between 4% to 30% of Gross Receipts of the captive venue unit, covering the charges for the right to occupy and use the premises (comparable to rent and any percentage rent), use of any owner/manager supplied equipment, owner/manager supplied services, and common area charges. The wide range of the estimated occupancy charge demonstrates that each captive venue unit opportunity is unique and the economic terms of the particular Concession Agreement should be reviewed and evaluated carefully. The occupancy charge payable under the Concession Sublicense Agreement to the captive venue unit premises owner or manager will vary depending on where your franchised captive venue Chick-fil-A Restaurant business is located, the size of the premises, the equipment and services provided by the owner or manager of the premises, if any, and other factors. The occupancy charge may be payable and described in whole or in part similarly to rent as a percentage of Gross Receipts or stated dollar amount. Alternatively, the same charges may be described under a commission structure, where the owner or manager of the premises collects the Gross Receipts of the captive venue unit from sales to customers and then distributes to you (or Chick-fil-A on your behalf) a "commission" where your commission is the balance of the Gross Receipts after the owner or manager of the premises subtracts the occupancy charge amount (and if applicable, any sales tax the owner or manager undertakes the responsibility to report and pay). The occupancy charge stated in the Concession Agreement is passed through to you dollar for dollar under the Concession Sublicense Agreement, with no markup and no cap. The Rent Policy does not apply, and any cap or limit on the amount of property tax or other additional charges Chick-fil-A may in the exercise of its sole and exclusive business judgment offer in certain special circumstances may not apply, to occupancy charges payable for captive venue units. The occupancy charge figures reflected above in this Item 6 represent the lowest and highest approximate percentage range of occupancy charge you will pay. The fees you pay may be higher than those outlined in this Item 6. These circumstances may include certain high-cost sites, special costs and unique venues.

8. If none of our vendors provide cash handling system services in the geographic area where your Chick-fil-A Restaurant business is located, you will not pay these fees and expenses to us. If your Chick-fil-A Restaurant business is located in a mall, office building or captive venue location, you

may not be required to pay these fees and expenses to us depending on a variety of factors, including the location of the mall or office building, its use restrictions and requirements, whether the owner or manager of the location collects customer payments, and other things. In these circumstances, you may incur similar fees and expenses by engaging a vendor directly or paying the vendor appointed by the owner or manager of the location or the owner or manager directly, to provide similar services.

Item 7

ESTIMATED INITIAL INVESTMENT[1]

Type of Expenditure[1]	Amount[1]	Method of Payment	When Due	To Whom Payment Is to Be Made
INITIAL EXPENDITURE				
Initial Franchise Fee	$10,000 [2]	Lump Sum	At time of signing Franchise Agreement	Chick-fil-A
ADDITIONAL EXPENDITURES				
Opening Inventory	$15,050 to $121,210	As Incurred	As Incurred (but not due until after Restaurant opens)	Chick-fil-A, CFA Supply where applicable and Other Suppliers
First Month's Rental of Equipment	$750 to $5,000	Monthly[3]	By the 1st day of each month (but not due until after Restaurant opens)	Chick-fil-A
First Month's Lease/Sublease of Premises	$2,605 to $95,180 [4]	Monthly[3]	By the 1st day of each month (but not due until after Restaurant opens)	Chick-fil-A (see Item 11 below)
First Month's Insurance Expense	$240 to $10,700[5]	Monthly[3]	Determined by Chick-fil-A and/or Insurance Carrier (but not due until after Restaurant opens)	Chick-fil-A and/or Insurance Carrier
Additional Funds	$415,598 to $2,096,696 [4, 6]	As Incurred	As Incurred During First 3 Months of Operation	Chick-fil-A, CFA Supply where applicable, Insurance carrier, Employees, Utilities, Suppliers and other third parties
TOTAL ESTIMATE OF INITIAL INVESTMENT	**$444,243 to $2,338,786 [1, 4]**			

Notes:

1. The preceding table describes the costs of initial investment for a Chick-fil-A Restaurant, whether a free-standing unit, mall unit, in-line unit, drive-thru only unit or captive venue unit. There are some differences between the estimated initial investment for certain costs depending on the type of unit, which are noted in the following notes to this table. The initial investment for captive venue units vary in particular from other types of units due to unique factors such as seasonal operations, unique operating hours, and limited access to sell to the public as a result of being located in spaces with ticketed/captive audiences. The initial investment for a captive venue unit is estimated to fit under the high range of certain of the estimated costs in the preceding table, and is estimated to be less than the low range for certain of the estimated costs.

2. Once you have paid the $10,000 initial franchise fee for your initial franchised Chick-fil-A Restaurant business, if you are offered the opportunity to operate an additional franchised Chick-fil-A Restaurant business, whether a traditional location or a captive venue unit, you will pay an additional franchise fee in the amount of $5,000 for each Additional Business. The initial franchise fee is considered fully earned and non-refundable upon payment, except that the $5,000 portion of the initial franchise fee that is maintained by Chick-fil-A as the working capital deposit is refundable as described in Item 5. The additional franchise fee is considered fully earned and non-refundable upon payment.

   Although the $10,000 initial franchise fee (or the $5,000 additional franchise fee, if applicable), is the only initial out-of-pocket investment you will be required to make to begin operation of your franchised Chick-fil-A Restaurant business (or Additional Business under your Franchise Agreement), the other expenditures in the table will reduce the actual profits of your franchised Chick-fil-A Restaurant business and will affect the amount of your income.

3. These amounts are deducted from the Gross Receipts of your franchised Chick-fil-A Restaurant business as expenses. Although calculated and due on a monthly basis, these fees and expenses are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis, except for the insurance premiums for workers' compensation, general liability, auto liability, and employment practices liability insurance coverages. See Item 5 and Note 2 and Note 3 to the table in Item 6 and Note 5 below.

4. These amounts depend on where your franchised Chick-fil-A Restaurant business will be located, the size of the premises, traditional location or captive venue unit and other factors. The amount could be higher, for example, if your franchised Chick-fil-A Restaurant business will be located in a flagship-type, urban facility in a large metropolitan market. If you operate a captive venue unit in a non-traditional location, you will pay an occupancy charge instead of rent. We currently estimate the occupancy charge will range between 4% to 30% of Gross Receipts. The equipment rental for a captive venue unit could be less than the amount stated above for a captive venue unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.

5. As applicable you must obtain certain of the insurance coverages elected by you or designated by Chick-fil-A, from Chick-fil-A or through Chick-fil-A acting as administrator. With regard to the worker's compensation, general liability, auto liability, and employment practices liability insurance program, (i) you will obtain these coverages from the designated insurance carrier, (ii) will get billed by and will pay the insurance carrier, and (iii) as each month's premium payment will pay 1/12th of the premium cost for the calendar year. These amounts will not be due until after your franchised Chick-fil-A Restaurant business opens.

6. This amount reflects the costs you can expect to pay in your first three months of operation and includes your expenses, as well as the cost of repairs, maintenance and utilities, but does not include any draws, disbursements or other distributions taken by you. In formulating these figures, Chick-

fil-A has relied on its over 50 years of experience in the Chick-fil-A Restaurant business and on the financial performance of franchised Chick-fil-A Restaurants and company-operated Chick-fil-A Restaurants opened during the fiscal year ended December 31, 2023. The exact amount required for additional funds will vary from operation to operation and cannot be estimated with certainty for your franchised Chick-fil-A Restaurant business.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Supplies and Suppliers: Chick-fil-A has an interest in the proprietary seasoning used in the preparation of certain Chick-fil-A brand chicken products. Chick-fil-A purchases the seasoning from the producers of the seasoning and has it shipped directly to Chick-fil-A's authorized or approved poultry suppliers. These poultry suppliers then apply the seasoning to most of the chicken products sold to the Operators. Payments to Chick-fil-A for the proprietary seasoning are received from the poultry supplier when the chicken is sold to Chick-fil-A's authorized distributor(s). Currently, Chick-fil-A is receiving payments of approximately $.06 per pound of seasoned chicken, which amount includes a payment to Chick-fil-A for its proprietary interest in the seasoning, and which amount may vary and otherwise change due to among other things food costs and product initiatives.

Chick-fil-A also has an interest in the proprietary seasoned coater used in the preparation of most Chick-fil-A brand chicken products. The seasoned coater is purchased by Chick-fil-A from the producer and is shipped directly to Chick-fil-A's authorized distributor(s). Payments to Chick-fil-A for the proprietary seasoned coater are received from the distributor(s) of the seasoned coater when the seasoned coater is purchased by the distributor(s) from Chick-fil-A. The distributor(s) then sells the seasoned coater to the Operators. Your cost for the seasoned coater depends on a pricing formula that includes a markup by Chick-fil-A that may change. Based upon the cost of ingredients to Chick-fil-A (including any freight charges paid to the producer) your cost will fluctuate.

Our affiliate CFA Supply is a distributor approved to carry food products, ingredients, and supplies for franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply may be the only approved primary distributor serving the geographic area in which it operates. CFA Supply began operations in July 2019. If your franchised Chick-fil-A Restaurant is in a location CFA Supply services, your cost for the food products, ingredients, and supplies depends on a pricing formula CFA Supply determines in the exercise of its sole and exclusive business judgment that includes, among other factors, a distribution fee and an allowance for fuel and freight costs from the CFA Supply warehouse to the Chick-fil-A Restaurants it will supply.

Our affiliate Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020. The lemon juice is purchased by Chick-fil-A's authorized distributor(s) from Bay Center and is shipped by Bay Center directly to Chick-fil-A's authorized distributor(s). The distributor(s) pays Bay Center for the proprietary lemon juice when the lemon juice is purchased by the distributor(s). The distributor(s) then sells the lemon juice to the Operators. If your franchised Chick-fil-A Restaurant is in a location Bay Center supplies, your cost for the lemon juice depends on a pricing formula Bay Center determines in the exercise of its sole and exclusive business judgment that includes a markup by Bay Center that may change. Based upon the cost of ingredients to Bay Center (including any freight charges) your cost will fluctuate.

You must purchase all of the following items from suppliers who are approved in advance by Chick-fil-A: all present and future items of food and drink; all items of non-food inventory intended for sale to or use by your customers; all ingredients, food products, produce, mixes, spices, cooking aides,

wrappings, food and beverage containers; certain other designated items necessary for maintaining and cleaning your franchised Chick-fil-A Restaurant business, certain proprietary marketing and promotional materials and other items bearing our trademarks, and all other items necessary or optional for preparing products sold in your franchised Chick-fil-A Restaurant business. We are exploring potential renewable energy sources to provide power to and from some Chick-fil-A Restaurants. We anticipate that solar panels will be installed at several Chick-fil-A Restaurants in the test of one or more renewable energy programs. We also anticipate that electric vehicle charging stations will be installed at several Chick-fil-A Restaurants in the test of other renewable energy programs and/or in order to meet applicable legal mandates. If you participate in a renewable energy program in the future, equipment from suppliers we designate, which may include solar panels and electric vehicle charging stations and related services, may be installed at your Chick-fil-A Restaurant, and you may need to enroll in a supplemental power or other supply agreement with an energy or other provider we designate. You may not buy from any supplier that we have not yet approved in writing, and you must stop buying from any supplier who we approve initially, but later disapprove. For purposes of this Item 8, a "supplier" may be a manufacturer, distributor or wholesale/retail establishment which carries the product or related services. A "manufacturer" makes the product or provides the service; a "distributor" acquires the product from the manufacturer and ships the product to you.

In order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A negotiates and enters into certain system-wide purchase and distribution arrangements with suppliers for many supplies, ingredients, food and beverage products, produce and other items and services used in, or in connection with the operation of, Chick-fil-A Restaurants. Among its approved suppliers, Chick-fil-A encourages and reserves the right to require its Operators to use its system-wide purchase and distribution programs for their purchases of most supplies, ingredients, food and beverage products, produce, other items and services necessary for operating and promoting a Chick-fil-A Restaurant. When considering whether to approve any particular supplier or to enter into any particular arrangement, Chick-fil-A considers, among other things, the following factors: whether the supplier can show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; and whether the supplier's approval or the particular supplier arrangement would enable the Chick-fil-A system as a whole, in our sole and exclusive business judgment, to take advantage of marketplace efficiencies and volume pricing.

In some circumstances, for example with respect to certain produce, bread and other product purchases for some Chick-fil-A Restaurants located in some geographic areas, we may require that you make purchases locally. Under these circumstances, we may require that you seek local suppliers for perishable items like bread and produce, but we reserve the right to approve your sources for these items in accordance with our then-current standards and specifications.

If you are operating a mall unit, we will negotiate and enter into a prime lease for the premises. In addition, we also negotiate and enter into prime leases for the free-standing and drive-thru only units which we do not own. In either case, you are a sublessee of the premises and must comply with the obligations imposed on Chick-fil-A as primary lessee of the premises. See Items 5 and 6 above. In some instances, Chick-fil-A will own the premises on which free-standing units are operated. Whether Chick-fil-A owns or leases the premises for your franchised Chick-fil-A Restaurant business in a traditional location, you are required to make lease payments directly to Chick-fil-A.

If you are operating a captive venue unit, we will negotiate and enter into a Concession Agreement with the owner or manager of the premises, for the right to occupy and conduct the Chick-fil-A Restaurant business at the premises. You will enter into the Concession Sublicense Agreement with us and you will be a sub-licensee (technically a sub-concessionaire) of the premises and must comply with the obligations imposed on Chick-fil-A as primary licensee (technically concessionaire) of the premises. See Items 5 and 6 above.

If you are operating a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you will enter into the Food Truck License and Sublease Agreement with us. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. You must comply with the obligations imposed on Chick-fil-A as primary lessee of the food truck. See Items 5 and 6 above. You will pay Chick-fil-A the food truck usage fee under the Food Truck License and Sublease Agreement in lieu of the lease rental payment due from Chick-fil-A to the third party lessor under the third party food truck lease.

Chick-fil-A sometimes purchases marketing assets on behalf of participating Operators in a market with the primary goal of use of the items by the participating Operators for marketing activation. Examples of marketing assets include branded activation units, spectacular cow creatives, and branded props. The Operators within the geographic area reimburse Chick-fil-A for the amount of the purchase price and the expenses of the marketing asset from the local or regional advertising fees they contribute. Each participating Operator enters into a lease agreement with Chick-fil-A for the right to participate in the shared use of the related marketing asset.

We will provide you with most or all of the equipment (and other property necessary to operate your franchised Chick-fil-A Restaurant business, including the kitchen appliances and equipment), and dining area furniture and fixtures. In exchange for your use of our equipment, furniture, and fixtures under the Lease, you will be required to make rental payments to us based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment, currently in the amount of $750 to $5,000 per month depending on the type of location (free-standing, drive-thru only, mall or captive venue unit), exclusive of any applicable sales, use and property taxes. In some circumstances, you may decide to purchase additional items of approved small wares, operating supplies, utensils, equipment and other goods in order to maximize the sales and profit potential of your franchised Chick-fil-A Restaurant business. The equipment rental for a captive venue unit could be less than the amount stated above for a captive venue unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.

Under the Franchise Agreement, between the first and fifteenth day of each month, we prepare a fee calculation report for your franchised Chick-fil-A Restaurant business, and calculate the fees and other expenses to be paid by you out of your revenues according to a set formula. (See Item 6, Note 2 for a description of this formula). Prior to revenue disposition, a monthly business services fee, currently $300, will be deducted from your Gross Receipts as an expense of your franchised Chick-fil-A Restaurant business, as payment to us for provision of other business-related services.

You must purchase workers' compensation (except for franchisees with Chick-fil-A Restaurant Business(es) located in states that require workers' compensation insurance to be purchased from their state's fund, including currently North Dakota, Ohio, Washington, and Wyoming), commercial general liability, auto liability, employment practices liability insurance and excess/umbrella liability insurance through our approved insurance program which provide certain minimum levels of coverage for your franchised Chick-fil-A Restaurant business; and unemployment, social security disability and any other insurance coverage designated by us as required to be purchased through our approved insurance programs or by governmental authorities. To the extent offered and required, you must participate in our insurance programs, which meet these standards with a combination of insurance contracts and self-insurance. Under the terms and conditions of the Franchise Agreement, we may add to, increase or change your insurance requirements. Chick-fil-A does not receive any revenues or commission from insurance purchased by you. As applicable, we simply rebill or pass through to you the cost of certain of the insurance premiums elected by you or designated by Chick-fil-A described above. With regard to the workers' compensation, general liability, auto liability, and employment practices liability insurance program you will obtain these coverages from the designated insurance carrier, will get billed by and will pay the insurance carrier through the program administrator. The workers' compensation, general liability, auto liability, and employment practices liability insurance program is described in greater detail below in this Item 8. It is currently the sole approved insurance program for the purchase of workers' compensation, general liability, auto liability, and employment practices liability insurance.

We have not adopted specific criteria to evaluate or approve alternative suppliers for the goods and services which you must purchase from Chick-fil-A-approved sources. We deal with requests for approval of alternative suppliers of goods on a case-by-case basis. If we receive requests for alternative suppliers for items that are not Chick-fil-A trade secret items or items that do not use our trademarks, we will provide an Operator the standards and specifications for the item and will consider permitting sourcing from alternative suppliers consistent with the standards and specifications. However, we reserve the right to designate only one supplier or a limited number of suppliers for certain items (including, without limitation, the physical distribution of products, soft drinks, ingredients, etc.) in order to take advantage of marketplace efficiencies and volume pricing. We also reserve the right to not approve or disapprove any supplier if among other things: (1) the supplier cannot show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; (2) the supplier cannot show, to our reasonable satisfaction, adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; or (3) Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the supplier's approval would impact negatively upon the Chick-fil-A system's ability, as a whole, to take advantage of marketplace efficiencies and volume pricing. Finally, we reserve the right to conditionally approve a supplier or to limit our approval of a supplier to certain products, restaurants or circumstances.

We stock certain non-proprietary items such as small wares and operating supplies, utensils and other goods which are made available to you for your convenience. We also stock certain proprietary items, including marketing and promotional materials and other items bearing our trademarks, and other proprietary items which we may make available to you for your convenience, and are used by you in local advertising, marketing and promotions, and in your franchised Chick-fil-A Restaurant. Though we are not the sole authorized supplier of most of these items, you are likely to purchase them from us for convenience and/or price savings. Currently, the cost to Operators for warehouse goods is our cost plus approximately 2.5%, which amount may include a payment to Chick-fil-A for a portion of its costs associated with the processing and storage of the goods and shipping the goods from the supplier to Chick-fil-A's warehouse. Operators are also charged for the shipping costs from our warehouse to their franchised Chick-fil-A Restaurants. Chick-fil-A may change the warehouse program, and any associated costs and charges to Operators, in the exercise of its sole and exclusive business judgment. You also may or may not receive from us a rebate on your purchase of some beverage products (and possibly other products in the future).

Operators have traditionally engaged third party advertising agencies to provide certain additional advertising support and services. We may offer to provide advertising support and services to Operators at the local, store, market or regional advertising level on a formal basis for a fee through our in-house advertising agency as an alternative choice for Operators to third party advertising agencies. We hope to eliminate fragmented creative services enabling more uniform messaging system-wide while also potentially saving Operators both time and money. We are an approved supplier to supply advertising support and services to Chick-fil-A Restaurants in geographic areas where we are offering the services, but Operators will have the option to select and accept our services or not. We are not the only approved supplier of advertising support and services for the geographic area where we are offering the services.

We and our affiliates are currently the only approved suppliers of certain products and services and approved suppliers of other products and services, as described above. These products and services include proprietary seasoning, proprietary seasoned coater, distribution services, leases of the premises, sublicenses of captive venue unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture and fixtures, business services, small wares, utensils, operating supplies, promotional goods, and advertising support and services. We may change our approved suppliers and sole approved supplier designations at any time in the exercise of our sole and exclusive business judgment. We and our affiliates may in the future be an approved supplier or designated sole supplier for any additional or different products or services you may or must purchase. As an approved supplier or designated sole supplier, we and our affiliates may obtain revenue from you and make a profit.

In the year ended December 31, 2023, our total consolidated revenues from (i) Operator and Licensee purchases of the proprietary seasoning, seasoned coater, business services and operating supplies,

utensils, and promotional goods, and (ii) Operator leases of the premises, sublicenses of captive venue unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture, and fixtures was $1,723,003,073 or 21.84% of our total consolidated revenues of $7,888,050,587. We did not offer advertising and support services for a fee in 2023 and did not have any revenue for providing those services in 2023. In 2023, our affiliate CFA Supply, an approved distributor to carry food products, ingredients, and supplies to Chick-fil-A Restaurants, received $1,078,905,470 from purchases made by Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues. In 2023, our affiliate Bay Center received $152,112,115 (not including any markup added by the distributor(s) at the time of resale) from purchases made by Chick-fil-A's authorized distributor(s) for distribution of lemon juice to Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues.

We estimate that your total purchases and leases from approved or designated suppliers will represent approximately 34% to 65% of your overall purchases and leases in operating your restaurant and 47% to 67% of your overall purchases and leases in establishing your franchised Chick-fil-A Restaurant business. The national advertising fund we administer also receives contributions from certain designated suppliers of up to approximately 33% of Operator purchases from these suppliers. Chick-fil-A may receive other forms of compensation directly or indirectly from approved or designated suppliers, which compensation may be in lieu of or in addition to the seasoning, coater and national advertising fund contributions and the incentives described above.

Specifications and Standards: The foundation of each Chick-fil-A Restaurant and Chick-fil-A Licensed Unit and the essence of your Franchise Agreement is your adherence to Chick-fil-A's minimum standards, guidelines and specifications. Every component of Chick-fil-A's restaurant operating system is important to Chick-fil-A and to the operation of your franchised Chick-fil-A Restaurant business as a Chick-fil-A Restaurant. Accordingly, you must operate your franchised Chick-fil-A Restaurant business in full compliance with Chick-fil-A's minimum standards and guidelines for service, food safety, sanitation, quality of products, employee dress, appearance and conduct and other aspects of the operation of your franchised Chick-fil-A Restaurant business. These minimum standards and guidelines are specified in Chick-fil-A's operations and training manuals and materials, and other confidential information provided by us to you. To meet our standards, you must, among other things, purchase or lease goods, services, supplies, fixtures, equipment, leasehold improvements or inventory from various suppliers in accordance with our standards and specifications.

We review our specifications and standards when necessary, and we release any modified specifications or standards to you when you need to be familiar with them. In order to protect against possible infringement, we will release specifications or standards dealing with trade secrets or proprietary information only to those suppliers we think are necessary. We reserve the right to be the sole designator of any product, ingredient or other item that requires knowledge of any of our trade secrets or other confidential or proprietary information. We have no obligation to release any of our trade secrets, confidential information or other proprietary information to any proposed alternative supplier.

You must also comply with our sales reporting procedures and other administrative standards. These currently require you to submit financial reports and other items to us.

There is no practice in effect by which Chick-fil-A provides material benefits to you, such as a right of renewal or the granting of additional franchises, based upon your use of designated or approved suppliers, although your franchise is subject to termination if you do not use the designated suppliers with whom Chick-fil-A has exclusive contractual arrangements or you use suppliers not approved by Chick-fil-A.

The requirements described in this Item represent the Chick-fil-A system at the present time. However, Chick-fil-A retains the right to change these requirements, including any single source requirements, as the Chick-fil-A system evolves over time and the needs of the Chick-fil-A system change.

Cooperatives and Interests in Suppliers.

There are currently no buying or distribution cooperatives except for The Chicken Coop Incorporated Cell ("The Coop"). The Coop is a captive reinsurance company owned and controlled by franchised domestic U.S. Operators, who are also its reinsureds. The Coop and its subsidiary, a risk purchasing group, were formed to enable Operators to purchase workers' compensation, general liability, auto liability, and employment practices liability insurance collectively as a group rather than each Operator sourcing its own workers' compensation, general liability, auto liability, and employment practices liability insurance coverages individually through its own insurance agents. The main benefits sought to be achieved from the pooling of Operator risks within a designated retention are to help contain franchised Operators' overall premium costs, attempt to minimize dramatic premium shifts Operators may experience if adverse claims occur, and to be able to distribute to Operators any built up surplus generated by underwriting profits, subject to certain conditions described below.

Chick-fil-A, Inc. has no ownership interest in The Coop nor is it insured or reinsured by The Coop. Only domestic U.S. Operators are reinsured through The Coop. The Operators are directly insured by a licensed insurance company (not affiliated with Chick-fil-A, Inc.) that through a designated retention, reinsures a portion of the covered risks to The Coop. Additional lines of coverage may be added in the future and may be included in the mandatory insurance program. The Coop is central to the workers' compensation, general liability, auto liability, and employment practices liability insurance program in which all Operators must participate through the licensed independent insurance company that reinsures to the Coop (except that Operators in several states must obtain workers' compensation insurance through a program required in their state). The states that currently require Operators to buy their workers' compensation insurance via a State program include North Dakota, Ohio, Washington and Wyoming.

The Coop is governed by a Board of Directors elected by Operators. A majority of the members of the Board of Directors will be Operators (five in total) and consist of a number of members who will serve for a three-year term with additional members nominated by a third party not affiliated with Chick-fil-A.

Each Operator is a shareholder of The Coop and must sign a Participation Agreement in connection with its share ownership of The Coop. If an Operator's relationship with Chick-fil-A ceases, the Operator's share in The Coop will be redeemed by The Coop subject to certain terms and conditions.

The Board of Directors of The Coop (together with the board of directors of the independent sponsor) will decide when and if dividends will be paid. Any payment of dividends is subject to regulatory approval and reinsurance requirements and may not be paid unless certain terms and conditions are met.

Officers of Chick-fil-A do not own an interest in any privately held suppliers, or a material interest in any publicly-held suppliers to our Operators and Licensees, except certain officers of Chick-fil-A own an interest in Chick-fil-A and indirectly in our affiliates CFA Supply and Bay Center. Chick-fil-A is a supplier, and in the geographic areas where CFA Supply and Bay Center operate or will operate, they will be a supplier, and with respect to certain products and services, Chick-fil-A and CFA Supply and Bay Center in the geographic areas where CFA Supply and Bay Center operate or will operate, are or will be the sole approved suppliers of certain products and services to our Operators and Licensees.

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.

	Obligation	Section in agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Franchise Agreement 5 Lease 2 Concession Sublicense Agr. 2	6, 7, 8, 11
b.	Pre-opening purchases/leases	Franchise Agreement 9 Lease 2 Concession Sublicense Agr. 2	5, 7, 8, 11
c.	Site development and other pre-opening requirements	Franchise Agreement 9 Lease 2 Concession Sublicense Agr. 2	11
d.	Initial and ongoing training	Franchise Agreement 16	11
e.	Opening	Franchise Agreement Signature Page Lease 2 Concession Sublicense Agr. 4(d)	11
f.	Fees	Franchise Agreement 3, 11, 13, 14, 15, 28 Lease 3, 10, 11, 12 Concession Sublicense Agr. 3, 5, 6, 10	5, 6, 7
g.	Compliance with standards and policies/operating manual	Franchise Agreement 8, 9, 12 Lease 2 Concession Sublicense Agr. 2, 3	8
h.	Trademarks and proprietary information	Franchise Agreement 18, 19	13, 14
i.	Restrictions on products/services offered	Franchise Agreement 8, 9 Lease 2 Concession Sublicense Agr. 2, 3	8, 16
j.	Warranty and customer service requirements	Franchise Agreement 12	8
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	Franchise Agreement 8,9, 11	8, 11

	Obligation	Section in agreement	Disclosure Document Item
m.	Maintenance, appearance, and remodeling requirements	Franchise Agreement 5 Lease 2, 5, 6 Concession Sublicense Agr. 2, 3, 4	8
n.	Insurance	Franchise Agreement 7 Lease 8 Concession Sublicense Agr. 3	6
o.	Advertising	Franchise Agreement 17	6
p.	Indemnification	Franchise Agreement 27 Lease 12 Concession Sublicense Agr. 10	6
q.	Owner's participation/management/ staffing	Franchise Agreement 12, 26	15
r.	Records and reports	Franchise Agreement 15 Lease 3 Concession Sublicense Agr. 5	6, 11
s.	Inspections and audits	Franchise Agreement 13, 15 Lease 3, 9 Concession Sublicense Agr. 3	Not Applicable
t.	Transfer	Franchise Agreement 21 Lease 14 Concession Sublicense Agr. 9	15, 17
u.	Renewal	Franchise Agreement 2 Lease 2 Concession Sublicense Agr. 4	17
v.	Post-termination obligations	Franchise Agreement 18, 19, 24 Lease 10, 11 Concession Sublicense Agr. 4, 7	17
w.	Non-competition covenants	Franchise Agreement 19, 23	17
x.	Dispute resolution	Franchise Agreement 22, 28 Lease 14 Concession Sublicense Agr. 9	17

	Obligation	Section in agreement	Disclosure Document Item
y.	Other: Guarantee of franchisee obligations	Franchise Agreement 21, Exhibit B-1 Assignment and Consent to Assignment Agreement (Corporation) and B-2 Assignment and Consent to Assignment Agreement (Limited Liability Company)	1, 15 and 17

Item 10

FINANCING

Chick-fil-A leases and subleases traditional restaurant premises to its Operators. The business terms for these leases and subleases vary depending on the location of the Chick-fil-A Restaurant. If you lease the restaurant premises from us, the term of any Lease for the restaurant premises is the same as the term of your Franchise Agreement. If you sublease the premises from us, you will be required to comply with the terms of the prime lease or ground lease between Chick-fil-A and the landlord. The term of any sublease for the restaurant premises is the same as the term of your Franchise Agreement or the earlier expiration or termination of the lease between Chick-fil-A and the landlord, whichever is shorter. You will be required to make all rental payments to Chick-fil-A. The Lease attached as an exhibit to and a part of your Franchise Agreement governs your occupancy of the restaurant premises. See Items 5 and 6 for more information.

Chick-fil-A enters into Concession Agreements that govern the occupancy of non-traditional captive venue unit premises with the owners or managers of the captive venue unit premises. If Chick-fil-A offers you the opportunity to operate a captive venue unit whether as your initial business or as an additional franchised Chick-fil-A Restaurant, you and Chick-fil-A will enter into the Concession Sublicense Agreement in the form attached as an exhibit to the Additional Business Amendment for Captive Venue to your Franchise Agreement. The Concession Sublicense Agreement attaches the Concession Agreement (and, if applicable, any underlying prime lease or ground lease). In the case of any captive venue unit, the Concession Sublicense Agreement and its attached Concession Agreement incorporated by reference into your Franchise Agreement substitutes for the Lease(s) applicable to a traditional restaurant premises as to the captive venue unit. Under the Concession Sublicense Agreement, Chick-fil-A sublicenses its rights and privileges under the Concession Agreement to you, and you accept the sublicense and agree to faithfully perform Chick-fil-A's obligations under the Concession Agreement for the particular captive venue premises. You will be a sub-licensee (technically a sub-concessionaire) of the premises. The business terms for these Concession Agreements vary depending on the location of the Chick-fil-A Restaurant. If you sublicense the rights to occupy the captive venue restaurant premises from us, the term of the Concession Sublicense Agreement for the captive venue restaurant premises is the same as the term of your Franchise Agreement or the earlier expiration or termination of the Concession Agreement, whichever is shorter. You will be required to comply with the terms of the Concession Agreement. In most instances you will make any payments due to the premises owner or manager under the Concession Agreement directly to Chick-fil-A and Chick-fil-A will remit payment to the premises owner or manager. Chick-fil-A will remain liable to the premises owner or manager under the Concession Agreement. See Items 5 and 6 for more information.

If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, the terms and conditions for operating the food truck will be governed by your Franchise Agreement as amended by the Food Truck License and Sublease Agreement you will enter into with Chick-fil-A, with its attached food truck lease. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. Under the Food Truck License and Sublease Agreement, Chick-fil-A licenses you to operate the food truck and

subleases to you the right to use and occupy the food truck. You accept the license and sublease and agree to faithfully perform Chick-fil-A's obligations under the third-party food truck lease. The term of the Food Truck License and Sublease Agreement for the food truck is the same as the term of your Franchise Agreement or the earlier expiration or termination of the third-party food truck lease, whichever is shorter. You will be required to comply with the terms of the food truck lease. Chick-fil-A will pay the lease rental payment to the third party under the food truck lease and you will pay Chick-fil-A a food truck usage fee in lieu of making the lease rental payment described in the food truck lease. You will also pay directly to Chick-fil-A any payments other than the lease rental payment due under the food truck lease to the third party. Chick-fil-A will remain liable to the third party under the food truck lease. See Items 5 and 6 for more information.

Chick-fil-A provides extended payment terms for certain pre-opening expenditures under the Franchise Agreement and also rents equipment to its Operators under the Lease and under the Concession Sublicense Agreement for a captive venue unit. The monthly equipment rental fee is based on the fair market rental value as determined by Chick-fil-A from time to time in its sole and exclusive business judgment, currently $750 to $5,000 per month depending on the type of location (free-standing, in-line, drive-thru only, mall or captive venue units), exclusive of any applicable sales, use and property taxes, for each franchised Chick-fil-A Restaurant operated by an Operator. The term of the extended payment terms for the pre-opening expenditures and the term of the equipment lease are the same as the term of your Franchise Agreement. The equipment rental for a captive venue unit could be less than the amount stated above for a captive venue unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.

Under the Franchise Agreement, Chick-fil-A will retain a security interest in any business equipment owned by you and your business. If Chick-fil-A allows you to assign the Franchise Agreement to a form of business entity then approved by Chick-fil-A, you must under the Assignment and Consent to Assignment Agreement that must be signed as a condition of any assignment attached to this Disclosure Document as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company personally guarantee the Franchise Agreement, including its attached Lease(s) and any Concession Sublicense Agreement(s) for captive venue units. (Franchise Agreement, Section 21, Assignment and Consent to Assignment Agreement, Section 2, Additional Business Amendment (Business Entity), Section 8.) See Items 5, 6 and 15 for more information.

Upon default of your lease, sublease or sublicense obligations or equipment rental obligations under the Lease or Concession Sublicense Agreement for a captive venue unit, your liability could include termination of your lease, sublease, sublicense or equipment rental, termination of the Franchise Agreement including its attached Lease(s) and/or any Concession Sublicense Agreement(s) and loss of franchise, and/or payment of entire unpaid amounts and interest, costs of recovery, cost of collection and attorneys' fees and/or reimbursement of Chick-fil-A's costs to perform the obligations you failed to perform together with interest. (Franchise Agreement, Sections 14.11 and 24; Lease, Section 10; Concession Sublicense Agreement, Sections 4 and 9; Assignment and Consent to Assignment Agreement, Section 6.6.) If you holdover or remain in occupancy of the premises for a non-captive venue location after your Lease terminates or expires, the base rent and percentage rent will double, as liquidated damages and not as a penalty, but payment will not waive Chick-fil-A's other rights or remedies. (Lease, Section 11.) If you fail to perform your obligations under the Lease or for a captive venue unit under the Concession Sublicense Agreement, including the Concession Agreement, Chick-fil-A may perform and you will reimburse Chick-fil-A's cost, together with interest. (Lease, Section 10.6; Concession Sublicense Agreement, Section 5). Upon default of your obligations under the Food Truck License and Sublease Agreement for a food truck, your liability could include termination of the Food Truck License and Sublease Agreement, potentially termination of the Franchise Agreement including its attached Lease(s) and/or any Concession Sublicense Agreement(s) and loss of franchise, and/or payment of entire unpaid amounts and interest, costs of recovery, cost of collection and attorneys' fees and/or reimbursement of Chick-fil-A's costs to perform the obligations you failed to perform together with interest. (Franchise Agreement, Sections 14.11 and 24; Food Truck License and Sublease Agreement, Section 14.)

You waive under the Lease, under the Concession Sublicense Agreement and under the Food Truck License and Sublease Agreement the right to trial by jury, the right to pursue class claims and punitive and

exemplary damage. (Franchise Agreement, Sections 28.12, 28.13, 28.15; Lease, Section 14.9; Concession Sublicense Agreement, Section 9; Food Truck License and Sublease Agreement, Section 9.)

Under the Lease and under the Concession Sublicense Agreement, you waive the service of any notice of intention to re-enter or to institute legal proceedings and any and all rights to redeem the agreement or the Site, or to re-enter the Building or the Site, or to restore the operation of the agreement, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of the agreement and the term. If Chick-fil-A elects to recover possession by invoking judicial process, you waive and relinquish any and all protections and rights afforded a commercial tenant under Georgia law, including O.C.G.A. § 44-7-52 or similar law. (Lease, Section 12.2.; Concession Sublicense Agreement, Section 10.) You also waive under the Lease any emergency statutory or other statutory remedy. (Lease, Section 14.9).

In the formula for calculating the fees and expenses owed by each Operator's franchised Chick-fil-A Restaurant business, Chick-fil-A indirectly finances your retention of your Base Profit and Extra Profit if your franchised Chick-fil-A Restaurant business does not produce enough Aggregate Operating Profit to cover these draw items. The specific terms of this arrangement are described in Item 6 of this Disclosure Document.

Although Chick-fil-A has the right to do so, it has not in the past, and does not presently intend in the future to sell, assign or transfer any instrument executed by its Operators to a third party (except that some of Chick-fil-A's lenders may have a security interest in its Franchise Agreements and in its restaurant leases and concession agreements). Chick-fil-A has the right to make an assignment or a transfer; however, in that event, you could lose your defenses against Chick-fil-A as a result of Chick-fil-A's sale or assignment of your Franchise Agreement. (See Section 28 of the Franchise Agreement.)

Whether you can obtain financing will depend on a variety of factors, including your own creditworthiness, the type of security you can offer, the policies of lending institutions and the availability of commercial credit generally.

Except as disclosed in this Item 10, neither Chick-fil-A, nor any affiliate of Chick-fil-A, either directly or indirectly, offers any financing arrangements to Operators. Except as disclosed in this Item 10, Chick-fil-A does not receive any direct or indirect payments for placing financing, nor does Chick-fil-A guarantee your obligations to third parties. Chick-fil-A does not offer financing of equipment or other expenditures that require you to waive notice, confess judgment or waive a defense against Chick-fil-A.

Item 11

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

Except as listed below, Chick-fil-A is not required to provide you with any assistance.

Before you open your franchised Chick-fil-A Restaurant business, Chick-fil-A will:

(i) negotiate and execute a prime lease with the landlord of the premises if you are opening a mall or in-line (and in some cases free-standing) restaurant. For free-standing and drive-thru only units which are not leased, Chick-fil-A will acquire an interest in the property on which your franchised Chick-fil-A Restaurant business will be located (See Section 2 of Lease). For captive venue units, Chick-fil-A will acquire the right to conduct business and/or a license to operate one or more Chick-fil-A Restaurants at a non-traditional location which are owned and controlled by a third party (See Background Section B of Concession Sublicense Agreement;

(ii) acquire most of the equipment and other property to be used in your operation of your franchised Chick-fil-A Restaurant business and will install the equipment at the restaurant's premises (See Section 4.1 of Franchise Agreement, Section 2 of Lease and Section 6 of the Concession Sublicense Agreement for a captive venue unit); and

(iii) provide training to you (See Section 16 of Franchise Agreement).

During your operation of your franchised Chick-fil-A Restaurant business, Chick-fil-A will:

(i) establish and administer a program for collecting and accounting for the sales receipts of your franchised Chick-fil-A Restaurant business and then facilitate your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease or the Concession Sublicense Agreement (and its attached Concession Agreement) for the restaurant premises, certain insurance premiums, advertising contributions, any fees or charges pursuant to the Franchise Agreement and other amounts owed to Chick-fil-A and/or suppliers by you in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);

(ii) provide certain business services in connection with the establishment, administration and disposition of the sales receipts of your franchised Chick-fil-A Restaurant business in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);

(iii) furnish a fee calculation report to you each month containing specified financial information and calculations concerning the previous month's performance of your franchised Chick-fil-A Restaurant business and permit you to examine the financial records that you provide to Chick-fil-A during normal business hours (See Sections 15.1 and 15.2 of Franchise Agreement); and

(iv) administer the use of any collected advertising fees, if any, for promotional activities, promotional materials, and national, regional and/or local advertising (See Section 17 of Franchise Agreement). Chick-fil-A's advertising program may include national, regional or local advertising in print, radio, television, out-of-home, and/or digital and social channels. Chick-fil-A's advertising is generated by in-house advertising talent and multiple agencies.

If you are granted the right to operate additional Chick-fil-A Restaurants under your Franchise Agreement, for each additional Chick-fil-A Restaurant Chick-fil-A will provide the same assistance as described above, except that Chick-fil-A will not provide initial Operator training to you again.

Advertising: Until June 30, 1989, Operators were required to pay 3¼% of Gross Receipts to the advertising fund, but effective July 1, 1989, the amount of this payment was reduced to 0% as a matter of policy. We do not presently require Operators to contribute to the advertising fund as a matter of internal policy, but we reserve the right to return and may return to the 3¼% or another program at any time. We expect you to implement local advertising; however, you must use only those materials approved or supplied by Chick-fil-A. Operators in the same market or geographical region, as determined by Chick-fil-A, sometimes cooperate with each other to implement local or regional advertising. However, Chick-fil-A does not fund local or regional advertising. Operator cooperation could also include leasing marketing assets, including branded activation units, spectacular cow creatives, and branded props from Chick-fil-A for shared use of the related asset. If a majority of the Operators in your area vote (or have previously voted) to implement a local or regional advertising fund or initiative, you will be required to participate and contribute to the fund or initiative. We administer the local or regional advertising funds, which are not audited. We will make the unaudited financial statements of your local or regional advertising fund available for your review upon your request. You and the other Operators in your area will establish the amount of the

contribution by majority vote. As part of local, regional or national marketing efforts, Operators are periodically required to participate in temporary or permanent promotional campaigns, honor coupons and participate in giveaway promotions for food or drink items at their respective Chick-fil-A Restaurants, for which the Operators may not be reimbursed. You must participate in these promotional programs and campaigns and, at Chick-fil-A's election, your participation may be at your own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including counter cards, posters, banners, signs, photographs, give-away items and gift cards. Chick-fil-A owned restaurants contribute to any national and any local or regional advertising fund on the same basis as Operators. During fiscal year 2023, no funds were required to be contributed to a national advertising fund. Chick-fil-A is not required to spend any certain amount on advertising in your area. If Chick-fil-A requires you to contribute to the advertising fund or you contribute advertising fees to a local or regional fund and they are not all spent in the fiscal year in which they are charged, the remaining amounts are either returned or rolled over (depending upon the particular program) to the next year's budget. You will not receive a periodic accounting of how advertising fees are spent. Chick-fil-A's advertising accounts, if any, are not trust funds, and Chick-fil-A is not your fiduciary with respect to any advertising funds. Chick-fil-A is not required to ensure that any Operator benefits directly or *pro rata* from the expenditure of any advertising funds. (See Section 17 of Franchise Agreement).

Chick-fil-A may offer to provide optional advertising support and services to Operators at the local, store, market or regional advertising level on a formal basis for a fee through our in-house advertising agency as an alternative choice for Operators to third party advertising agencies. Operators have traditionally engaged third party advertising agencies to provide these same types of additional advertising support and services. We also have assisted Operators in the past with other advertising support and services, and to the extent we were able, on an informal basis and without charging any additional fees, including providing certain advice and creative resources to support local, store, market or regional advertising initiatives by Operators. For these other types of advertising support and services, we intend to continue providing a similar level of advertising services and support, to the extent we are able.

Selection of Location: Each franchised Operator is granted a license to operate a specific franchised Chick-fil-A Restaurant business location selected and approved by us. Additionally, Operators may be granted a license to operate additional franchised Chick-fil-A Restaurant businesses at locations selected and approved by us. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses and expressly reserves the right not to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses. Chick-fil-A selects the site of all Chick-fil-A Restaurants. Chick-fil-A Restaurants are located in, among other places, shopping malls and in-line units, free-standing locations, locations that are drive through only and non-traditional captive venue locations. In selecting locations for free-standing units, in-line units, and mall units, Chick-fil-A bases its decisions on the availability and terms offered for the proposed site, demographic reports, traffic information, the identity of adjacent tenants and owners, the lease terms offered by landlords or other site suppliers, the sales terms offered by land sellers, and other factors relevant to the possible profitable operation of a Chick-fil-A Restaurant.

Hardware and Software System: Chick-fil-A will obtain a point-of-sale (POS) hardware and software system and a management PC for use in your franchised Chick-fil-A Restaurant business, which will be leased to you as part of your equipment rental. Chick-fil-A Restaurants typically use a POS system with accompanying software, which performs standard electronic cash register support, kitchen display systems, time clock and financial and reporting functions. Other hardware and software systems that perform the same or substantially similar functions may be provided by Chick-fil-A. You must pay fees for high-speed internet access for you and your customers, as applicable, if your franchised Chick-fil-A Restaurant business is equipped with this service, and you must also pay a fee for technical support of the hardware and software system used in your Restaurant. These fees may range from $9,500 per year to $20,000 per year for high-speed internet access and equipment support and software upgrades and are dependent upon the type of system used in your franchised Chick-fil-A Restaurant business. Chick-fil-A will have independent access to the data compiled by the hardware and software system used in your Restaurant. If the owner or manager of the premises of a captive venue unit you operate provides a POS

system with accompanying software, high-speed internet access or other equipment, software or support services that you must use at the captive venue unit, the fees you pay to Chick-fil-A may be reduced and you may pay fees to the owner or manager of the captive venue unit premises. Chick-fil-A may also not have independent access to the data compiled by the captive venue unit's POS system.

Length of Time to Restaurant Opening: Chick-fil-A locates and purchases or leases or obtains occupancy rights for the premises of a proposed restaurant prior to the time that it seeks or contracts with an Operator for the operation of the particular restaurant. It is Chick-fil-A's experience that the typical length of time between the signing of a Franchise Agreement or Additional Business Amendment, or the payment of the initial franchise fee by the prospective Operator or an additional franchise fee, and the opening of the Operator's Chick-fil-A Restaurant, is approximately six to twelve weeks. The actual length of this period will depend upon such factors as the length of time necessary for completion of construction, making leasehold improvements and remodeling, installing equipment, fixtures and furnishings, procuring initial inventories and other similar matters, and may vary widely under some circumstances.

Initial Training Program: You must participate in an initial training program provided by Chick-fil-A. The program is in person and lasts approximately 3-5 weeks, but the actual location and length of the program varies. The program currently utilized by Chick-fil-A covers most aspects of operations, food preparation, accounting, service and customer relations, communications, maintenance, purchasing, planning, brand standards and marketing.

Each training program begins at a specific time and date to be determined by Chick-fil-A. Unless Chick-fil-A otherwise informs you, you must successfully complete your training prior to commencing the operation of your franchised Chick-fil-A Restaurant business. Chick-fil-A pays for the cost and expense of providing this training program to each franchised Operator. You are not an employee of Chick-fil-A and will not be compensated by Chick-fil-A for or during any training described in this Item.

The training program is conducted by Chick-fil-A's professional training staff, which is directed by Mr. William Dunphy. The program's principal instructional materials are the Chick-fil-A operations and training manuals and other materials. Other employees of Chick-fil-A may participate in the training program in their respective areas of expertise. Mr. Dunphy has thirty years of experience with Chick-fil-A in the restaurant field. Mr. Dunphy's relevant prior experience is described in Item 2 of the Disclosure Document.

TRAINING PROGRAM

Subject	Hours of Instructor-Led Training*	Hours of On the Job Training*	Location
Initial Training			
Orientation to Chick-fil-A Training/Business	5		Classroom and/or Simulated Restaurant spaces in Atlanta, Georgia
ServSafe®	6-8		
People Strategy	3		
Brand, Marketing & Public Relations Overview	4.5		
Menu Education	3		
IT Systems	1		
Operating Standards, Financial and Inventory Systems		90	Company Operated Restaurants, Locations Vary
Operating Standards, Financial and Inventory Systems	20		Simulated Restaurant spaces in Atlanta, Georgia

Facilities and Equipment	1		Classroom and/or Simulated Restaurant spaces in Atlanta, Georgia
Hospitality	1.5		
Quality & Customer Experience	4		
Employment Law	8		
Leadership/Vision	24		
Financial; Proprietary Systems	8		
Grand Opening or Transition Overview	2		
Risk Management and Security	2		
Vision and Values	4		
All Right and All Together	4.5		
Launch Support Team Introductions	1		
Launch Celebration	4		
WinShape		8	WinShape Retreat Mt. Berry, GA

* "Hours of Instructor-Led Training" represents time spent in a physical classroom or application of learning within simulated Restaurant spaces at Chick-fil-A's corporate headquarters in Atlanta, Georgia. "Hours of "On the Job" Training" represents time spent in company operated restaurants.

Training in all subjects is conducted approximately seven times each year. Chick-fil-A intends, though is not obligated, to prepare and offer various seminars and conferences to Operators in addition to its initial training program. Discussions at these seminars will likely feature topics such as sales techniques, operational compliance and performance standards, marketing programs, self-improvement techniques and other matters. All details concerning any programs, if offered, such as time, location, duration, cost assessment and other matters, will be determined on a case-by-case basis. Chick-fil-A may under the terms of the Franchise Agreement require the participation of Operators in these programs.

In addition, Chick-fil-A may at its election, but is not obligated to, offer various programs to or permit the adoption of programs by Operators to use in promoting or marketing products, recruiting and retaining restaurant personnel or for other purposes that are not expressly set forth in the Franchise Agreement. All details concerning any of these programs, such as purpose, timing, implementation, cost sharing and other matters, will be determined by Chick-fil-A on a case-by-case basis.

You must train any personnel that you may hire to assist in operating your franchised Chick-fil-A Restaurant business. Subject to your obligations under the Franchise Agreement regarding confidentiality, you may use Chick-fil-A's proprietary operations and training manuals and materials in the training.

Operating Manual: The Tables of Contents of Chick-fil-A's proprietary operations and training manuals, showing the number of pages in each section, are attached for your review as Exhibit "D" to this Disclosure Document. The total number of pages in the operations and training manuals is 619.

Item 12

TERRITORY

You will be granted the limited right to operate a Chick-fil-A Restaurant at a specific location designated by Chick-fil-A. The rights granted to you under the Franchise Agreement are limited to your franchised Chick-fil-A Restaurant business location only and any additional business locations designated under an Additional Business Amendment to the Franchise Agreement. If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you will use and operate the food truck only at the locations registered and approved by Chick-fil-A under Chick-fil-A's then current programs, standards and procedures for food trucks. You will neither acquire nor have any right to use, or to license the use of, any name, mark or other intellectual property right, except as

granted to you under the Franchise Agreement in connection with the operation of your franchised Chick-fil-A Restaurant business at the specific location(s) designated by Chick-fil-A.

You will not receive an exclusive or protected territory, express or implied. The Franchise Agreement contains no exclusive grant, exclusive area, exclusive territorial rights, protected territory or right for you to exclude, disapprove, control or impose conditions on the location, development or operation of current or future Chick-fil-A Restaurants. The sales and customer trading patterns that a Chick-fil-A Restaurant experiences at any particular time are subject to change by reason of many factors, including our ongoing development of Chick-fil-A Restaurants, and franchised Operators do not have a right and should not expect that these patterns will never change. Chick-fil-A has the right to establish other Operator-run, Licensee-run or company-owned or operated restaurants both within and outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location, and reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing both within and outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location. Any internal policies that we may develop, apply and modify periodically in connection with decisions to develop new Chick-fil-A Restaurants do not grant you any contract rights, are not part of your contract, and do not modify or affect Chick-fil-A's or your contract rights and obligations under the Franchise Agreement. Chick-fil-A's internal programs and policies are subject to change or cancellation at any time by Chick-fil-A.

You will not receive an exclusive territory. You may face competition from other franchisees or licensees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Our affiliates may also own and operate Chick-fil-A Restaurants or control competitive brands. We are not required to pay you if we exercise any of the rights specified above outside or inside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location. We do not restrict you from soliciting or accepting authorized food and beverage orders from outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location (subject to your ability to comply with then-current requirements and standards), but you do not have the right to use other unapproved channels of distribution to make sales outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location.

Only Chick-fil-A may decide to relocate a franchised Chick-fil-A Restaurant. If you wish to operate a Chick-fil-A Restaurant in another location instead of your existing Chick-fil-A Restaurant, Chick-fil-A may, but is under no obligation to, grant you a franchise to operate a different Chick-fil-A Restaurant, if available. Operators who are granted a franchise for a different Chick-fil-A Restaurant in this manner are required to terminate their existing Franchise Agreement and to execute a new Franchise Agreement and pay the initial franchise fee due under the new Franchise Agreement. Operators may be granted the right to operate additional franchised Chick-fil-A Restaurant businesses at locations selected and approved by Chick-fil-A. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses and reserves the right not to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses.

Certain affiliates of Chick-fil-A operate certain Dwarf House restaurants and Truett's Grill restaurants, which are licensed to sell Chick-fil-A products. The Dwarf House restaurants are modeled after the Dwarf Grill restaurant first opened by S. Truett Cathy in Hapeville, Georgia, in 1946. (The eighteen Dwarf House and Truett's Grill restaurants that currently exist are, directly or indirectly, owned by the family of our founder, S. Truett Cathy.) Depending on the proximity of a Dwarf House or Truett's Grill restaurant to your franchised Chick-fil-A Restaurant, a Dwarf House or Truett's Grill restaurant may compete with your franchised business.

As described above, Chick-fil-A licenses Chick-fil-A Licensees and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces,

universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations. Chick-fil-A also grants licenses to franchised Operators and continues to offer licenses to prospective franchised Operators to operate franchised Chick-fil-A Restaurants as captive venue units in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations for which Chick-fil-A has obtained the rights to conduct a restaurant business or concession. Depending on the proximity of a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant to your franchised Chick-fil-A Restaurant, a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant may compete with your franchised business. Chick-fil-A has never offered a franchise other than for a Licensed Unit or a franchised Chick-fil-A Restaurant in the same or any other line of business, although it reserves the right to do so whether by acquisition or start-up.

Chick-fil-A may operate or license others to operate any business competitive with the business of its Operators and/or its Licensees under a name other than Chick-fil-A. Chick-fil-A is currently conducting a test of its affiliate New Mile Ventures, LLC's delivery kitchen concept called Little Blue Menu® featuring several new virtual restaurants as well as offering Chick-fil-A products. As of the date of this Disclosure Document, Chick-fil-A has not formulated any plans or policies to operate or license others to operate any business under a different name, but Chick-fil-A or its affiliates may establish other or similar businesses at some future date.

Item 13

TRADEMARKS

Chick-fil-A's Franchise Agreement grants you the right to use the trademark "Chick-fil-A" together with the trade name "Chick-fil-A" and all other service marks and trademarks, trade names, designs, signs, emblems, insignia, symbols or slogans used by Chick-fil-A in connection with its Chick-fil-A products. This right is limited strictly to your operation of your franchised Chick-fil-A Restaurant business and your use must comply with your Franchise Agreement.

CFA Properties, Inc. ("CFA Properties"), an affiliate of Chick-fil-A, owns, among others, the following trademarks, service marks, trade names, logo types and other commercial symbols presently registered on the Principal Register of the United States Patent and Trademark Office, and has licensed these trademarks to Chick-fil-A for sublicense to others to use.

Mark	Registration / Application Number	Registration / Application Date*
Authentic Originals Logo	7,255,003	12/26/2023
Block C Logo	4,213,524	09/25/2012
Block C Logo	7,018,860	04/04/2023
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	7,018,859	04/04/2023
Chick-fil-A	98/403,995**	02/13/2024
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	7,019,097	04/04/2023
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Code Moo	97/809,829**	02/24/2023
Coma Más Chikin	97/882,890**	04/11/2023
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008

Cow Party	7,274,314	01/16/2024
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023
Delivery From Us to You & Design	6,569,305	11/23/2021
Delivery Pin Design	98/360,588**	01/17/2024
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (Stylized)	98/112,871**	02/13/2023
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	7,026,679	04/11/2023
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	7,224,738	11/21/2023
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	98/430,584**	03/02/2024
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	7,196,209	10/17/2023
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
Waffle Fry Heart Design	98/349,346**	01/09/2024
Waffle Fry Heart Design	98/349,350**	01/09/2024
We Didn’t Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996
Zi Fei Le (Traditional Chinese Characters)	98/297,187**	12/04/2023

* Any required affidavits and renewals pertaining to these Marks have been filed.

** An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks

do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

As of January 1, 2001, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, confidential information, inventions and patents used in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Operators. The initial term of the license agreement is one year, and the term renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or license the use of CFA Properties' trademarks.

There are no currently effective material determinations of the United States Patent and Trademark Office ("PTO"), the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigations, involving the above-identified marks that are relevant to the marks' use in this state or any other state. Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

Chick-fil-A has the right to protect any or all of CFA Properties' trademarks at its own expense, including those listed above. CFA Properties may seek to enhance the protection of any of its intellectual property by filing trademark applications. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties' trademarks. The Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending the trademarks, but we have no obligation to pay to you any damages or costs recovered in a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving the trademarks. Upon any termination of your Franchise Agreement, you must immediately cease all use of CFA Properties' trademarks.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of CFA Properties' trademarks.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

CFA Properties owns a number of issued U.S. utility patents relating to restaurant operations which you will be licensed to use in the operation of your franchised Chick-fil-A Restaurant business:

Patent Title	Description	Patent No.	Issue Date
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,573,117	11/05/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,726,792	05/20/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,997,634	04/07/2015
Distributed Computing Entity For Detecting Discrepancies Between Calculations Performed By Various Processing Instances	The invention relates to a distributed computing system and comprises a network accessible sales tax calculation engine.	11,475,430	10/18/2022
Modular Humidity Control and Heat Preservation System	The invention relates to a modular humidity control system which includes a food storage housing unit and a humidity control element.	11,604,027	03/14/2023
Automated Food Preparation System	The invention relates to an automated gantry frying system that retrieves baskets from a fryer and ejects the contents.	11,633,065	04/25/2023
Object Detection-Based Control of Projected Content	This invention relates to a process for triggering projected displays can comprise determining that an RFID device has moved within a predetermined range of a first interrogator, wherein the RFID device is carried by a user.	11,755,851	09/12/2023
Capacitive Touch Surface	This invention to capacitive touch surfaces secured on a wall or on movable objects, like large, climbable blocks.	11,755,158	09/12/2023
Automated Food Coating System	This invention relates to an automated food coating system that allows for automated coating and automated removal of prepped food items.	11,896,045	02/13/2024

Food Transportation and Humidity Control Elements	This invention relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.	11,918,153	03/05/2024

Additionally, CFA Properties owns a number of pending US and PCT applications for utility patents which you will be licensed to use in the operation of your franchised Chick-fil-A Restaurant business:

Patent Title	Description	Serial No.	Publication Date
Automated Food Coating System	This application relates to an automated food coating system that allows for automated preparation and of food items.	WO 2022/094194	05/05/2022
Food Transportation And Humidity Control Elements	This invention relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a frozen fluid, such as an ice pack.	2020-0120958	04/23/2020
Training Machine Learning Models for Automated Composition Generation	This application relates to analyzing the interests of a child based on various "interaction data" and then generates content outputs in response to those inputs.	2021-0056376	02/25/2021
Food Transportation And Humidity Control Elements	This Chinese application relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.	CN116848363 A	10/03/2023
Food Transportation And Humidity Control Elements	This Hong Kong application relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.	40097892 A	03/22/2024
Removable Tiered Basket	This international application relates to a fry basket with removable and replaceable tiers	WO 2023/192501	10/05/2023
Automated Food Coating System	This application relates to an automated food coating system that allows for automated coating of food items.	2023-0172255	06/08/2023

Patent Title	Description	Serial No.	Publication Date
Removable Tiered Basket	This application relates to a fry basket with removable and replaceable tiers.	2023-0309750	10/05/2023
Capacitive Touch Surface	This application relates to capacitive touch surfaces secured on a wall or on movable objects, like large, climbable blocks.	2023-0367434	11/16/2023
Object Detection-Based Control Of Projected Content	This application relates to a process for triggering projected displays can comprise determining that an RFID device has moved within a predetermined range of a first interrogator, wherein the RFID device is carried by a user.	2024-0028844	01/25/2024
Automated Condiment Dispenser	This application relates to an automated condiment dispenser.	18/423,887	
System For Assisting With Loading And Unloading Objects	This application relates to an apparatus of lifting and lowering fryer baskets.	18/416,996	

As described in Item 13, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, and confidential information, and the right to make, use, offer for sale and sell the inventions of each patent and patent application, in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Operators. The initial term of the license agreement is one year and then renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties patents.

Chick-fil-A has no actual knowledge of any court proceeding or decision, any pending infringement or validity challenge or any other pending material litigation involving any CFA Properties patent.

Chick-fil-A has the sole right to protect and enforce any or all of CFA Properties' patents at Chick-fil-A's own expense, including the patent assets listed above. CFA Properties may protect its intellectual property by filing applications, including patent applications. Chick-fil-A has the sole right to determine to file a patent application, continue or end prosecution of a pending patent application, and/or to continue or end payment of maintenance fees for any patent. You must notify Chick-fil-A immediately when you learn about possible infringement of a CFA Properties patent and/or inventions of any CFA Properties patent application. The Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending patents, but we have no obligation to pay to you any damages and costs recovered in a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving patents. Upon any termination of your Franchise Agreement, you must immediately cease all use of CFA Properties' patents and/or the inventions of patent applications.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of any CFA Properties patent and/or the inventions of patent applications.

Proprietary Information: As also described in Item 13, CFA Properties owns proprietary rights to, and has licensed to Chick-fil-A the right to use and to sublicense others to use, a number of the products that Chick-fil-A sells and the ingredients and preparation techniques and methods used in preparing them, as well as all development and research records, market research data and information contained in Chick-fil-A's operations and training manuals, or other materials or documents given to you by Chick-fil-A or treated by Chick-fil-A as confidential. Chick-fil-A's seasoning and seasoned coater are two of these primary proprietary items.

The Franchise Agreement requires you to acknowledge that you are likely to be given access to Chick-fil-A's trade secrets, confidential information and other proprietary matters, that this information is proprietary and that its protection is necessary for the proficient and standardized operation of all Chick-fil-A Restaurants.

The Franchise Agreement further requires you to agree that you will not, during the time you are operating a Chick-fil-A Restaurant or at any time afterward, without the express prior written consent of Chick-fil-A, publish or disclose to anyone or use other than as approved or required by Chick-fil-A, any of Chick-fil-A's confidential information that is a trade secret under the laws and decisions of the State of Georgia, or a trade secret of CFA Properties under the laws and decisions of the State of Delaware. You must also abide by the same covenant as to Chick-fil-A's other confidential information, but only during the term of your Franchise Agreement and for a period of two years following any expiration or termination of that Agreement.

Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties trade secrets, confidential information and other proprietary matters.

Copyrights: Every CFA Properties original work of authorship fixed in a tangible medium of expression is protected by copyright law. Chick-fil-A has the sole right to determine whether to register any copyright-protected work. For example, CFA Properties owns copyrights in the operations and training manuals and materials as well as video tapes used in training and other items, including, without limitation, certain advertising, promotional and marketing items and materials which CFA Properties has licensed to Chick-fil-A for its own use and to sublicense to others to use.

There currently are no effective determinations of the United States Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties copyrighted materials. Further, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Franchise Agreement requires you to devote your full time and personal best efforts to operate your franchised Chick-fil-A Restaurant business to attempt to achieve the highest sales and profits possible and to diligently develop and promote the reputation and the goodwill of your franchised Chick-fil-A Restaurant business, Chick-fil-A and CFA Properties' marks. This requirement will, for all practical purposes, require you to directly supervise your franchised Chick-fil-A Restaurant business. As a result, you will have to keep free from conflicting enterprises or any other activities which would interfere with your exertion of your full time and personal best efforts to operate your franchised Chick-fil-A Restaurant business.

In order to become a franchised Operator of his or her first franchised Chick-fil-A Restaurant business, the Operator must sign the Franchise Agreement, including its attached Lease(s), in his or her individual capacity. Chick-fil-A may allow you to assign the Franchise Agreement to a single corporation, limited liability company or other form of business entity then approved by Chick-fil-A, which is formed solely for your convenience of ownership. Under the Assignment and Consent to Assignment Agreement that must be signed as a condition of any assignment, you must be the sole owner of the business entity ("Operator-Owner") and must agree to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement, including its attached Lease(s). Additionally, the Operator-Owner must guarantee the full and faithful performance by the proposed transferee business entity. The proposed transferee business entity must assume all of the obligations of the Operator-Owner as the original Operator under the Franchise Agreement, including its attached Lease(s). The form of Assignment and Consent to Assignment Agreement you and the business entity must sign to confirm your continuing obligations and the business entity's assumption of obligations to enable you to transfer your rights and obligations under the Franchise Agreement as franchisee to a business entity is attached to this Disclosure Document as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company.

If Chick-fil-A offers you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses, you individually if you have not assigned the Franchise Agreement, or you as the Operator-Owner after you have assigned the Franchise Agreement to a business entity, will also be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement and the Additional Business Amendment, including its attached Lease(s) or its attached Concession Sublicense Agreement for any captive venue locations, together with the business entity. The forms of Additional Business Amendment you, or you and your business entity, if applicable, must sign to confirm your, and your business entity, if applicable, obligations under the Franchise Agreement, the Additional Business Amendment, and if applicable the Assignment and Consent to Assignment Agreement, to enable you to add an additional restaurant under the Franchise Agreement are attached as the following addenda to the Franchise Agreement (which is attached to this Disclosure Document as Exhibit "B"): Addendum "1-A" for a Traditional Unit (Sole Proprietorship); Addendum "1-B" for a Traditional Unit (Business Entity); Addendum "2-A" for a Captive Venue (Sole Proprietorship); and Addendum "2-B" for a Captive Venue (Business Entity).

If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you individually if you have not assigned the Franchise Agreement, or you as the Operator-Owner after you have assigned the Franchise Agreement to a business entity, will also be personally bound by, and personally liable for the breach of, each and every term and condition of the Food Truck License and Sublease Agreement, including its attached third party food truck lease. The forms of Food Truck License and Sublease Agreement you, or you and your business entity, if applicable, must sign for the Operator to operate a food truck are attached as the following addenda to the Franchise Agreement (which is attached to this Disclosure Document as Exhibit "B"): Addendum "3-A" for a Sole Proprietorship and Addendum "3-B" for a Business Entity.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Chick-fil-A requires you to offer and sell only the Chick-fil-A brand products and other items that Chick-fil-A has approved. (See Item 8.) If you desire to sell other products in your franchised Chick-fil-A Restaurant business, you must request and receive written permission from Chick-fil-A before doing so. Under the terms of the Franchise Agreement, including its attached Lease(s) and its attached Concession Sublicense Agreement for any captive venue unit, you are prohibited from using or occupying the premises of your franchised Chick-fil-A Restaurant business for any purpose other than operating your franchised Chick-fil-A Restaurant business.

You must offer all products that Chick-fil-A designates as required for all Operators or for your particular franchised Chick-fil-A Restaurant or associated food truck. For example, your ability to offer certain menu items could be restricted or changed pursuant to the Lease or in the case of any captive venue unit, the Concession Sublicense Agreement and its attached Concession Agreement (and, as applicable, any underlying prime lease or ground lease). Captive venue units typically may feature and serve only a limited number of menu items which will be designated in the Concession Sublicense Agreement. Your ability to offer certain menu items could be restricted or changed pursuant to the Food Truck License and Sublease Agreement and its attached Food Truck Lease. Chick-fil-A has the right during the term of the Franchise Agreement to add additional products to those which you are required to sell.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Franchise Agreement ("FA") (The Franchise Agreement includes the attached Operator Lease(s). The Lease form is summarized separately in a table below. If you are offered the opportunity to operate a franchised Chick-fil-A Restaurant business as a captive venue unit, the Franchise Agreement also includes the Concession Sublicense Agreement that substitutes for the Lease as the occupancy agreement for the captive venue unit non-traditional premises. The form of Concession Sublicense Agreement attached to the Additional Business Amendment for Captive Venue is the applicable form whether the captive venue unit is your initial business or an additional Chick-fil-A Restaurant business. The Concession Sublicense Agreement attaches the Concession Agreement for the particular location as an exhibit. The Concession Sublicense Agreement form is summarized in the separate table below together with the summary of the Lease. The Franchise Agreement, the Lease and the Concession Sublicense Agreement, and their respective summary tables, should be read together and considered as a whole.)

Franchise Agreement Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term*	FA 2.1	Term terminates on the earlier of December 31 of year that Franchise Agreement is signed or when Lease expires if earlier.
b. Renewal or extension of term*	FA 2.2	Automatically extended for one-year periods unless written notice given at least 30 days prior to end of existing term by either party.
c. Requirements for franchisee to renew or extend	FA 2.3, 2.4	No requirements, but we can give you 30 days prior written notice of nonrenewal if you are in default, if an unresolved dispute exists regarding revenues or payments, if there has been an unauthorized transfer or attempt to transfer, you in your capacity as Operator or Operator-Owner have not devoted full time and best efforts to your franchised Chick-fil-A Restaurants or we have grounds to terminate. In addition, we reserve the right to change the terms and conditions of your Franchise Agreement by giving you written notice of the changes at least 45 days prior to end of the existing term.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
d. Termination by franchisee*	FA 24.2	Must give 30 days prior written notice to Chick-fil-A (subject to state law, see Exhibit "G"). You can also terminate if we fail to rebuild or restore your Chick-fil-A Restaurant premises after a fire or other casualty. See item d of the table below for the Lease.
e. Termination by franchisor without cause	FA 2.5, 24.2, 24.3, 24.4	We can terminate without cause upon 30 days prior written notice to you; or immediately upon written notice to you and payment of the greater of $1,000 or an amount determined by a formula. We can also terminate immediately and without notice to you (i) within the first 90 days of the term without any payment; (ii) upon termination of the Lease for the site of your franchised Chick-fil-A Restaurant; or (iii) upon your death or permanent disability, in your capacity as Operator or Operator-Owner.
f. Termination by franchisor with cause	FA 24.1	We can terminate if you commit one of the listed defaults.
g. "Cause" defined – curable defaults	Not applicable	Not applicable.
h. "Cause" defined – non-curable defaults	FA 24.1	We can terminate if you subject Chick-fil-A, the Chick-fil-A Restaurants or the trademarks to public scandal; you or the Operator-Owner breach or threaten to breach any material duty or obligation under the Franchise Agreement, including the attached Lease(s), the Chick-fil-A operations and training manuals, any prime lease or ground lease, including the failure to pay any required payment; the Chick-fil-A Restaurant business is discontinued; you or Operator-Owner commit fraud, file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner's respective property; you fail to comply with our policies, procedures, programs, operating standards and other standards and specifications; you or Operator-Owner fail to participate in or successfully complete the initial training program; you or Operator-Owner fail to comply with in-term covenant against competition; you or Operator-Owner open any franchised Chick-fil-A Restaurants on a Sunday or on Christmas Day; if you or Operator-Owner purport to assign the Franchise Agreement without our approval; the operation of the Chick-fil-A Restaurant or the license granted to you is frustrated or materially impaired by any law or civil or military authority or acts of God, war or civil disorders, the existence or declaration of a pandemic or epidemic, or by labor union activity; or an event occurs which under applicable law is grounds for termination.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/non-renewal	FA 24.5, 24.6, 24.8	The Lease automatically expires, and you must immediately vacate your Chick-fil-A Restaurant premises, return all equipment to Chick-fil-A, pay Chick-fil-A all sums due, cease to use all trademarks, patents, copyrights and any other intellectual property licensed to you, return all manuals and other information to Chick-fil-A and terminate all banking arrangements, credit card processing and third-party delivery arrangements. You must also obey the terms of any covenant not to compete with Chick-fil-A and other obligations that survive termination or expiration of the Franchise Agreement.
j. Assignment of contract by franchisor	FA 21.4	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	FA 21.2	Includes any transfer or assignment of your Franchise Agreement or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.
l. Franchisor approval of transfer by franchisee	FA 21.1, 21.2, 21.3	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers.
m. Conditions for franchisor approval of transfer	FA 21.1	Conditions include the business entity must be newly organized and its organizational documents must state that its activities will be confined exclusively to operation of the Chick-fil-A Restaurant business; the name must not contain the term "Chick-fil-A" or "CFA" or any other marks licensed to you, or any derogatory or non-professional terms; you, individually, as the Operator-Owner, must own and control 100% of the ownership interests in the business entity and must be the sole director or sole member/manager and principal executive officer, as applicable; the formation and organizational documents and any equity ownership certificate must recite that the transfer of securities is restricted by the Franchise Agreement; you and the business entity must sign the applicable Assignment and Consent to Assignment Agreement attached to this Disclosure Document as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company; you must provide us with copies of all governing documents, which must be reasonably satisfactory to us; you must maintain the business entity in good standing; and you, individually, as Operator-Owner, must continue to devote full time and personal best efforts to operating the Chick-fil-A Restaurant business.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	FA 2.5	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner are unable to perform your respective obligations under the Franchise Agreement, the Franchise Agreement will terminate automatically; working capital deposit will be refunded to your estate or you, as applicable.
q. Non-competition covenants during the term of the franchise*	FA 19	You and the Operator-Owner, if applicable, may not compete with Chick-fil-A by ownership or employment as a manager, operator or supervisory employee of any fast food or quick-service restaurant anywhere within 5 miles of the premises on which any of your franchised Chick-fil-A Restaurant businesses are located (subject to state law, see Exhibit "G").
r. Non-competition covenants after the franchise is terminated or expires*	FA 19	You and the Operator-Owner, if applicable, may not compete with Chick-fil-A for one year following any expiration or termination of the Franchise Agreement, by ownership or employment as a manager, operator or supervisory employee of any fast food or quick-service restaurant at or anywhere within 5 miles of the premises on which any of your franchised Chick-fil-A Restaurant businesses are located (subject to state law, see Exhibit "G").
s. Modification of the agreement	FA 28.2, 11	Agreement may only be modified by the execution of a written agreement between both parties; operations and training manuals and materials are subject to change at any time.
t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to state law, see Exhibit "G"). Any promises or statements not in the Franchise Agreement or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	FA 28.10	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit "G").
w. Choice of law*	FA 28.9	Georgia law applies (subject to state law, see Exhibit "G").

A provision in the Franchise Agreement that terminates the Franchise Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq.*

* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the

franchise agreement to address inconsistencies between the franchise agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit "G" to this Disclosure Document.

* * * * * * *

Lease and any Concession Sublicense Agreement (Each agreement to be read together with the Franchise Agreement which is summarized in the table above.)

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term*	Lease 2 Concession Sublicense Agr. 4	Term terminates on the earlier of December 31 of year that Agreement is signed or when Franchise Agreement terminates or expires if earlier.
b. Renewal or extension of term*	Lease 2 Concession Sublicense Agr. 4	Automatically extended for one-year periods unless written notice given at least 30 days prior to end of existing term by either party.
c. Requirements for franchisee to renew or extend	Lease 2 Concession Sublicense Agr. 4	No requirements except that you cannot renew if you do not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. We reserve the right to change the terms and conditions of your Lease and any Concession Sublicense Agreement by giving you written notice of the changes at least 45 days prior to end of the existing term.
d. Termination by franchisee*	Lease 6, 10 Concession Sublicense Agr. 2, 7	You do not have an express right to terminate the agreement, but as described in item d of the table above for the Franchise Agreement, you may terminate the Franchise Agreement by giving 30 days' prior written notice to Chick-fil-A, in which event the Lease and any Concession Sublicense Agreement will terminate immediately upon termination of the Franchise Agreement (subject to state law, see Exhibit "G"). You may also terminate the Franchise Agreement if we fail to rebuild or restore your Chick-fil-A Restaurant premises after a fire or other casualty, which will also simultaneously terminate the Lease and any Concession Sublicense Agreement.
e. Termination by franchisor without cause	Lease 2 Concession Sublicense Agr. 2, 4, 7	We can terminate the Franchise Agreement without cause as described in item e of the table above for the Franchise Agreement, in which event the Lease and any Concession Sublicense Agreement will terminate immediately upon termination of the Franchise Agreement. The Lease and any Concession Sublicense Agreement will also automatically terminate immediately upon the expiration or termination of any prime lease or ground lease or the Concession Agreement (in the case of the Concession Sublicense Agreement), as well as or upon your death or permanent disability, in your capacity as Operator or Operator-Owner.

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
f. Termination by franchisor with cause	Lease 2, 4, 6, 10 Concession Sublicense Agr. 2, 4, 7	We can terminate if you commit one of the listed defaults. The agreement terminates automatically or if we give written notice after the occurrence of certain events.
g. "Cause" defined – curable defaults	Lease 10	You have ten days to cure a default under the agreement, other than a payment default or other default described in item h of this table.
h. "Cause" defined – non-curable defaults	Lease 2, 4, 6, 10 Concession Sublicense Agr. 4, 7	Termination, expiration or revocation of the Franchise Agreement will terminate the Lease and any Concession Sublicense Agreement effective immediately, without any notice required. The Lease terminates automatically if your entire Chick-fil-A Restaurant premises are condemned under eminent domain or acquired in lieu of condemnation, and we may terminate the Lease by written notice if only a portion of the premises are condemned or acquired or if the premises are damaged by fire or other casualty. We can terminate the Lease and any Concession Sublicense Agreement effective immediately by giving notice to you if you default in making any payment due under the agreement, you or Operator-Owner purport to assign the agreement, sublet or allow a third-party to occupy the premises without consent, you or the Operator-Owner, as applicable, default under the Franchise Agreement or the Franchise Agreement expires, and in the case of any Concession Sublicense Agreement you or the Operator-Owner, as applicable, default under the Concession Agreement or the Additional Business Amendment or the Concession Agreement or the Additional Business Amendment expires, you or any of your officers, directors, members, employees, agents or contractors (including, the Operator-Owner, as applicable) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default under the prime lease, the ground lease or any title document (or any related document) or the Concession Agreement, as applicable, you or Operator-Owner file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner's respective property or an involuntary petition is filed against you or Operator-Owner and not dismissed or stayed within 60 days, or you vacate or abandon the premises of the Chick-fil-A Restaurant business. We can terminate any Concession Sublicense Agreement upon ten days' written notice for failure to diligently apply for and pursue the required permits and licenses to operate the captive venue unit or failure to open the captive venue unit within forty-five days after equipment is installed and Concessionor completes construction and

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
		provides access (or earlier if required).
i. Franchisee's obligations on termination/non-renewal	Lease 10 Concession Sublicense Agr. 4, 7	You must immediately vacate your Chick-fil-A Restaurant premises and permit the peaceful possession of the premises by Chick-fil-A. Also see item i of the table above for the Franchise Agreement.
j. Assignment of contract by franchisor	Lease 14 Concession Sublicense Agr. 9	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	Lease 14 Concession Sublicense Agr. 9	Includes any transfer or assignment of the agreement or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.
l. Franchisor approval of transfer by franchisee	Lease 14 Concession Sublicense Agr. 9	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers. See item l of the table above for the Franchise Agreement.
m. Conditions for franchisor approval of transfer	Lease 14 Concession Sublicense Agr. 9	See item m of the table above for the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	Lease 2 Concession Sublicense Agr. 4	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner are unable to perform your respective obligations under the Franchise Agreement, the agreement will terminate automatically.
q. Non-competition covenants during the term of the franchise*	Not applicable	See item q of the table above for the Franchise Agreement (subject to state law, see Exhibit "G").
r. Non-competition covenants after the franchise is terminated or expires*	Not applicable	See item r of the table above for the Franchise Agreement (subject to state law, see Exhibit "G").

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
s. Modification of the agreement	Lease 14, 2 Concession Sublicense Agr. 4	The agreement may only be modified by the execution of a written agreement by Chick-fil-A, except use and enjoyment of the premises could be restricted or changed as a result of an amendment or modification by Chick-fil-A, including an amendment or modification to a prime lease, ground lease, title documents or if applicable, Concession Agreement.
t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including any Assignment and Consent to Assignment Agreement and any Additional Business Amendment, to which the agreement is attached, are binding (subject to state law, see Exhibit "G"). Any promises or statements not in the agreement, including its exhibits (or the Franchise Agreement, including any Assignment and Consent to Assignment Agreement and any Additional Business Amendment,) or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	Lease 14 Concession Sublicense Agr. 9	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit "G").
w. Choice of law*	Lease 14 Concession Sublicense Agr. 9	Georgia law applies (subject to state law, see Exhibit "G").

A provision in the Lease or in any Concession Sublicense Agreement that terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq.*

* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the Lease and any Concession Sublicense Agreement to address inconsistencies between the Lease and any Concession Sublicense Agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit "G" to this Disclosure Document.

Item 18

PUBLIC FIGURES

Chick-fil-A does not use any public figure to promote its franchises.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

As of December 31, 2023, there were approximately 2,964 domestic Chick-fil-A Restaurants open and operating, including approximately 2,552 domestic company-operated and franchised Operator Chick-fil-A Restaurants and 412 domestic Chick-fil-A Licensed Units. The domestic Chick-fil-A Licensed Units, which are operated by Chick-fil-A Licensees, and their annual sales volumes are not the subject of these financial performance representations.

As of December 31, 2023, approximately 2,494 of the 2,552 domestic Chick-fil-A Restaurants were being operated by Operators and 58 of the 2,552 domestic Chick-fil-A Restaurants were being operated by Chick-fil-A or its affiliates. The domestic Chick-fil-A Restaurants, which are operated or were operated at any time during calendar year 2023 by Chick-fil-A or its affiliates, and their annual sales volumes are not the subject of these financial performance representations.

Approximately 2,260 of those 2,494 domestic Chick-fil-A Restaurants being operated by Operators had been open and operated by Operators for at least one full calendar year as of December 31, 2023 and had been operated by Operators during the entire year. Of these 2,260 domestic Chick-fil-A Restaurants operated by Operators, 23 were captive venue units. Those 23 captive venue units and their annual sales volumes are not the subject of these financial performance representations. The remaining 2,237 non-captive venue domestic Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, 2023, and their annual sales volumes, are the subject of these financial performance representations and discussed below.

Approximately 188 of the 2,237 domestic non-captive venue franchised Operator Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, 2023 were located in malls and approximately 2,049 of the 2,237 domestic non-captive venue franchised Operator Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, 2023 were located in non-mall environments *(e.g.*, free-standing or drive-thru only units).

In 2023, of the approximately 188 domestic non-captive venue franchised Operator Chick-fil-A Restaurants located in mall units that had been open and operated by Operators for at least one full calendar year as of December 31, 2023, the median annual sales volume was $3,378,878 and the average annual sales volume was $4,496,740, with 63 of the 188 or 34% that did as well or better than $4,496,740 in annual sales. The highest and lowest annual sales volume for these domestic non-captive venue franchised Operator Chick-fil-A Restaurants located in mall units that had been open and operated by Operators for at least one full calendar year in 2023 was $18,989,428 and $1,114,090, respectively. Approximately 32% had annual sales volumes less than $2,750,000; approximately 33% had annual sales volumes between $2,750,000 and $4,300,000; and approximately 35% had annual sales volumes in excess of $4,300,000.

In 2023, of the approximately 2,049 domestic non-captive venue franchised Operator Chick-fil-A Restaurants located in non-malls that had been open and operated by Operators for at least one full calendar year as of December 31, 2023, the median annual sales volume was $9,274,890 and the average annual sales volume was $9,374,320, with 989 of the 2,049 or 48% that did as well or better than $9,374,320 in

annual sales. The highest and lowest annual sales volume for these domestic non-captive venue franchised Operator Chick-fil-A Restaurants located in non-malls that had been open and operated by Operators for at least one full calendar year in 2023 was $19,094,334 and $2,742,171, respectively. Approximately 33% had annual sales volumes less than $8,300,000; approximately 34% had annual sales volumes between $8,300,000 and $10,235,000; and approximately 33% had annual sales volumes in excess of $10,235,000.

During the calendar year ending December 31, 2023, 2 domestic non-captive venue franchised Operator Chick-fil-A Restaurants located in mall units permanently closed, of which 0 had been open for less than 12 months, and 16 domestic non-captive venue franchised Operator Chick-fil-A Restaurants located in non-mall environments permanently closed, of which 0 had been open less than 12 months.

For purposes of the financial performance representations set forth above, the term "annual sales volume" includes a franchised Operator Chick-fil-A Restaurant's entire gross receipts (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the franchised Operator Chick-fil-A Restaurant during the applicable calendar year, whether for cash or on a charge, credit or time basis, including sales and services (i) where orders originate and/or are accepted at, in or away from the franchised Operator Chick-fil-A Restaurant, or (ii) pursuant to telephone or other similar orders received or filled at or in the franchised Operator Chick-fil-A Restaurant.

The financial performance representations set forth above are based upon a total of 2,237 domestic non-captive venue franchised Operator Chick-fil-A Restaurants that were open and operated by Operators for at least one full calendar year as of December 31, 2023 and had been operated by Operators during the entire year, of which 188 were located in malls and 2,049 were located in non-mall environments. Both non-captive venue franchised Operator Chick-fil-A Restaurants located in malls and non-captive venue franchised Operator Chick-fil-A Restaurants located in non-mall environments are similar with respect to their operations and receive similar services from Chick-fil-A. Because franchised non-captive venue Operator Chick-fil-A Restaurants located in malls and franchised non-captive venue Operator Chick-fil-A Restaurants located in non-mall environments achieve generally different levels of financial performance, financial performance representations have been included for each type of restaurant in order to provide information relevant to prospective Operators.

Some franchised Operator Chick-fil-A Restaurants have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

You are urged to consult with appropriate financial, business and legal advisors in connection with the information set forth in this analysis.

The Financial Performance Representations do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. The best source of cost and expense data may be from Operators and former Operators, some of whom may be listed in Item 20.

Written substantiation of the data used in preparing the financial performance representation will be made available to you upon reasonable request.

Chick-fil-A may provide you with supplemental information relating to the projected sales of a Chick-fil-A Restaurant at a specific location (the "Supplemental Information"). Any Supplemental Information will be in writing and will explain how it differs from the information contained in this Item 19.

Other than the preceding financial performance representations and any Supplemental Information provided to you, as described above, Chick-fil-A does 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. With regard to 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 Chris Arbery, Officer VP, Legal - Employment, Franchise & Litigation, telephone number (404) 765-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	2152	2242	+90
	2022	2230	2338	+108
	2023	2331	2494	+163
Company Owned	2021	57	69	+12
	2022	81	73	-8
	2023	80	58	-22
Total Outlets	2021	2209	2311	+102
	2022	2311	2411	+100
	2023	2411	2552	

CHICK-FIL-A LICENSED UNITS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Licensed	2021	390	393	+3
	2022	393	395	+2
	2023	395	412	+17
Company Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	390	393	+3
	2022	393	395	+2
	2023	395	412	+17

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2021 TO 2023

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

Note: For purposes of the above table, a "transfer" means the acquisition of a franchised Chick-fil-A Restaurant business, during its term, by a person other than Chick-fil-A or an affiliate.

CHICK-FIL-A LICENSED UNITS

State	Year	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

Note: For purposes of the above table, a "transfer" means the acquisition of a Chick-fil-A Licensed Unit, during its term, by a person other than Chick-fil-A or an affiliate.

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2021 TO 2023

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AL	2021	70	8	0	0	5	1	72
	2022	71	1	0	0	1	0	71
	2023	72	4	0	0	5	1	70
AZ	2021	35	1	0	0	1	0	35
	2022	35	3	0	0	1	1	36
	2023	36	8	0	0	6	1	37
AR	2021	21	1	0	0	1	0	21
	2022	21	3	0	0	0	2	22
	2023	23	2	0	0	1	1	23
CA	2021	128	17	0	0	1	1	143
	2022	143	15	0	0	8	0	150
	2023	149	21	0	0	4	1	165
CO	2021	50	3	0	0	4	2	47
	2022	47	4	0	0	4	0	47
	2023	47	5	0	0	0	0	52
CT	2021	9	2	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	3	0	0	1	0	13
DC	2021	5	0	0	0	0	0	5
	2022	5	2	0	0	1	0	6
	2023	6	1	0	0	0	0	7
DE	2021	10	4	0	0	1	0	13
	2022	13	0	0	0	0	0	13
	2023	12	1	0	0	0	0	13
FL	2021	184	18	0	0	9	3	190
	2022	190	14	1	0	8	1	194
	2023	191	21	0	0	6	0	206
GA	2021	201	7	0	0	10	5	193
	2022	193	16	0	0	9	0	200
	2023	198	18	0	0	10	2	204
HI	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	2	0	0	0	0	4

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
ID	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
IL	2021	41	7	0	0	2	0	46
	2022	46	6	0	0	4	0	48
	2023	48	9	0	0	5	1	51
IN	2021	32	7	0	0	3	0	36
	2022	36	7	0	0	2	0	41
	2023	42	4	0	0	1	0	45
IA	2021	15	0	0	0	3	0	12
	2022	12	2	0	0	1	0	13
	2023	13	0	0	0	0	0	13
KS	2021	14	3	0	0	1	0	16
	2022	16	2	0	0	0	0	18
	2023	18	2	0	0	2	1	17
KY	2021	31	1	0	0	2	0	30
	2022	30	4	0	0	0	0	34
	2023	34	4	0	0	1	0	37
LA	2021	33	5	0	0	3	2	33
	2022	34	9	0	0	2	1	40
	2023	40	8	0	0	3	0	45
ME	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
MD	2021	72	6	0	0	5	0	73
	2022	73	3	0	0	1	1	74
	2023	74	7	0	0	1	0	80
MA	2021	16	1	0	0	1	0	16
	2022	16	2	0	0	1	0	17
	2023	17	0	0	0	0	0	17
MI	2021	10	6	0	0	1	0	15
	2022	15	6	0	0	0	0	21
	2023	21	3	0	0	0	0	24
MN	2021	16	2	0	0	2	0	16
	2022	16	4	0	0	1	0	19
	2023	19	2	0	0	0	0	21

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
MS	2021	23	1	0	0	0	0	24
	2022	24	7	0	0	2	0	29
	2023	29	1	0	0	0	0	30
MO	2021	30	0	0	0	2	0	28
	2022	28	4	0	0	1	0	31
	2023	31	5	0	0	1	0	35
MT	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
NE	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	1	0	7
	2023	7	2	0	0	1	0	8
NV	2021	10	4	0	0	1	1	12
	2022	12	3	0	0	0	0	15
	2023	15	1	0	0	0	0	16
NH	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NJ	2021	39	11	0	0	4	1	45
	2022	44	11	0	0	7	1	47
	2023	47	7	0	0	3	0	51
NM	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	2	0	0	3	0	11
NC	2021	140	14	0	0	4	2	148
	2022	147	11	0	0	2	0	156
	2023	155	11	0	0	3	0	163
ND	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NY	2021	24	4	0	0	0	0	28
	2022	28	8	0	0	1	0	35
	2023	35	5	0	0	0	0	40
OH	2021	58	9	0	0	2	1	64
	2022	63	7	0	0	2	0	68
	2023	68	6	0	0	2	0	72

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
OK	2021	36	1	0	0	2	0	35
	2022	34	2	0	0	2	0	34
	2023	34	5	0	0	0	0	39
OR	2021	6	1	0	0	0	0	7
	2022	7	2	0	0	0	0	9
	2023	9	1	0	0	0	0	10
PA	2021	66	4	0	0	3	0	67
	2022	67	4	0	0	1	1	69
	2023	69	10	0	0	1	0	78
RI	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
SC	2021	78	2	0	0	2	1	77
	2022	77	7	0	0	4	0	80
	2023	80	2	0	0	1	0	81
SD	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TN	2021	70	3	0	0	2	0	71
	2022	71	2	0	0	0	0	73
	2023	72	7	0	0	1	0	78
TX	2021	362	29	0	0	12	2	377
	2022	376	31	0	0	15	5	387
	2023	388	39	0	0	12	0	415
UT	2021	26	2	0	0	0	0	28
	2022	28	0	0	0	3	0	25
	2023	24	5	0	0	2	0	27
VA	2021	110	6	0	0	2	1	113
	2022	112	4	0	0	4	0	112
	2023	111	14	0	0	6	0	119
WA	2021	16	3	0	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	2	0	0	0	0	21
WV	2021	18	0	0	0	1	0	17
	2022	17	0	0	0	2	0	15
	2023	15	3	0	0	2	0	16

CHICK-FIL-A FRANCHISED RESTAURANTS

	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
WI	2021	13	3	0	0	0	0	16
	2022	16	3	0	0	0	0	19
	2023	19	1	0	0	0	0	20
WY	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	2152	205	0	0	92	23	2242
	2022	2230	213	1	0	91	13	2338
	2023	2331	255	0	0	84	8	2494

Notes:

1. All numbers for "Outlets at Start of the Year" in the preceding table are as of the beginning of each fiscal year. All numbers for "Outlets at End of the Year" in the preceding table are as of the end of each fiscal year.

2. For purposes of the above table, "Opened" reflects the total number of franchised Chick-fil-A Restaurants opened in each state during each fiscal year, including both new restaurants and company-owned restaurant operations purchased by an Operator from Chick-fil-A.

3. For purposes of the above table, "Terminations" reflects the total number of Franchise Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the Franchise Agreement's term and without providing any consideration to the Operator (whether by payment, forgiveness or assumption of debt, or new franchised Chick-fil-A Restaurant opportunity).

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2021 TO 2023

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AL	2021	14	1	0	0	0	0	15
	2022	15	0	0	0	0	0	15
	2023	15	1	0	0	0	0	16
AZ	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	1	0	0	0	0	8
AR	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	2	0	0	0	10
CA	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
CO	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
CT	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
DE	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
DC	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	0	4
	2023	4	1	0	0	0	0	5
FL	2021	25	2	1	0	0	0	26
	2022	26	0	0	0	0	0	26
	2023	26	3	1	0	0	0	28
GA	2021	24	0	1	0	0	0	23
	2022	23	1	1	0	0	0	24
	2023	24	1	0	0	0	0	25

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
ID	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
IL	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
IN	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
	2023	9	1	0	0	0	0	10
KS	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	1	0	0	0	4
KY	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
LA	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
MD	2021	8	0	1	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
MI	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
MN	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
MS	2021	10	1	1	0	0	0	10
	2022	10	0	1	0	0	0	9
	2023	9	2	0	0	0	0	11
MO	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
NE	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
NV	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NJ	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	0	5
NM	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
NY	2021	2	0	1	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	5	0	0	0	0	7
NC	2021	26	0	0	0	0	0	26
	2022	26	0	0	0	0	0	26
	2023	26	0	2	0	0	0	24
ND	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
OH	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
	2023	7	2	1	0	0	0	8
OK	2021	14	0	2	0	0	0	12
	2022	12	0	1	0	0	0	11
	2023	11	1	0	0	0	0	12
PA	2021	19	2	1	0	0	0	20
	2022	20	2	0	0	0	0	22
	2023	22	1	0	0	0	0	23
SC	2021	18	0	0	0	0	0	18
	2022	18	1	1	0	0	0	18
	2023	18	1	0	0	0	0	19

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
SD	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
TN	2021	20	1	0	0	0	0	21
	2022	21	1	0	0	0	0	22
	2023	22	0	0	0	0	0	22
TX	2021	65	1	0	0	0	0	66
	2022	66	0	0	0	0	0	66
	2023	66	0	0	0	0	0	66
UT	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
VA	2021	19	1	0	0	0	0	20
	2022	20	1	1	0	0	0	20
	2023	20	1	0	0	0	0	21
WV	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Totals	2021	390	11	8	0	0	0	393
	2022	393	8	6	0	0	0	395
	2023	395	25	8	0	0	0	412

Notes:

1. All numbers for "Outlets at Start of the Year" in the preceding table are as of the beginning of each fiscal year. All numbers for "Outlets at End of the Year" in the preceding table are as of the end of each fiscal year.

2. For purposes of the above table, "Opened" reflects the total number of Chick-fil-A Licensed Units opened in each state during each fiscal year, including both new licensed units and company-owned licensed units purchased by a Licensee from Chick-fil-A.

3. For purposes of the above table, "Terminations" reflects the total number of License Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the License Agreement's term and without providing any consideration to the Licensee (whether by payment, forgiveness or assumption of debt, or new Chick-fil-A Licensed Unit opportunity).

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2021 TO 2023

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
AL	2021	0	0	5	4	1	0
	2022	1	0	1	1	0	1
	2023	0	0	6	1	2	3
AZ	2021	0	0	1	0	0	1
	2022	1	0	2	0	2	1
	2023	1	0	7	0	4	4
AR	2021	2	0	1	1	1	1
	2022	1	0	1	0	0	2
	2023	1	0	2	1	0	2
CA	2021	2	0	2	0	1	3
	2022	3	0	8	0	6	5
	2023	6	0	5	0	8	3
CO	2021	2	0	6	3	2	3
	2022	3	0	4	0	3	4
	2023	4	0	0	0	4	0
CT	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
	2023	0	0	1	0	1	0
DC	2021	0	0	0	0	0	0
	2022	0	0	1	0	1	0
	2023	0	0	0	0	0	0
DE	2021	1	0	1	0	2	0
	2022	0	0	0	0	0	0
	2023	1	0	0	0	1	0
FL	2021	5	0	11	5	4	7
	2022	7	0	10	3	8	6
	2023	8	0	6	4	4	6
GA	2021	3	0	14	5	4	8
	2022	10	0	13	9	7	7
	2023	9	0	12	8	6	7
IL	2021	1	0	2	0	0	3
	2022	3	0	4	1	4	2
	2023	2	0	6	0	4	4
IN	2021	2	0	3	0	3	2
	2022	2	0	2	1	2	1
	2023	0	0	1	0	1	0

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
IA	2021	0	0	3	0	0	3
	2022	3	0	1	1	1	2
	2023	2	0	0	0	0	2
KS	2021	1	0	1	0	2	0
	2022	0	0	0	0	0	0
	2023	0	0	3	0	2	1
KY	2021	0	0	2	1	0	1
	2022	1	0	0	0	1	0
	2023	0	0	1	0	1	0
LA	2021	1	0	5	1	3	2
	2022	1	0	3	1	2	1
	2023	1	0	3	0	3	1
MD	2021	3	0	5	3	3	2
	2022	2	0	2	0	2	2
	2023	2	0	1	0	2	1
MA	2021	0	0	1	0	1	0
	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
MI	2021	0	0	1	0	0	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
MN	2021	0	0	2	0	1	1
	2022	1	0	1	0	1	1
	2023	1	0	0	0	0	1
MS	2021	2	0	0	0	1	1
	2022	1	0	3	2	2	0
	2023	0	0	0	0	0	0
MO	2021	0	0	2	0	0	2
	2022	2	0	1	0	1	2
	2023	2	0	1	0	3	0
NE	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
	2023	1	0	1	0	2	0
NV	2021	0	0	2	0	1	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
NJ	2021	2	0	5	0	4	3
	2022	4	0	8	0	7	5
	2023	5	0	3	1	4	3
NM	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	3	0	1	2

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
NC	2021	6	0	6	4	3	5
	2022	6	0	2	1	4	3
	2023	4	0	3	1	2	4
NY	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
	2023	1	0	0	0	1	0
OH	2021	2	0	3	0	3	2
	2022	3	0	2	2	3	0
	2023	0	0	2	0	2	0
OK	2021	1	0	1	1	0	1
	2022	1	0	2	0	1	2
	2023	2	0	0	0	0	2
PA	2021	7	0	3	3	1	6
	2022	6	0	2	2	1	5
	2023	6	0	1	0	6	1
SC	2021	1	0	3	1	2	1
	2022	1	0	4	2	1	2
	2023	2	0	1	3	0	0
TN	2021	3	0	2	2	1	2
	2022	2	0	0	1	0	1
	2023	2	0	1	0	2	1
TX	2021	5	0	14	5	7	7
	2022	8	0	20	7	14	7
	2023	6	0	12	2	12	4
UT	2021	1	0	0	0	1	0
	2022	0	0	3	0	0	3
	2023	4	0	2	0	4	2
VA	2021	3	0	3	2	1	3
	2022	4	0	4	4	1	3
	2023	4	0	6	0	9	1
WV	2021	1	0	1	0	0	2
	2022	2	0	3	2	1	2
	2023	2	0	2	0	2	2
WY	2021	0	0	1	1	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	57	0	106	41	57	69
	2022	81	0	109	40	77	73
	2023	80	0	92	21	93	58

Notes:

1. All numbers for "Outlets at Start of the Year" in the preceding table are as of the beginning of each fiscal year. All numbers for "Outlets at End of the Year" in the preceding table are as of the end of each fiscal year.

2. For purposes of the above table, "Opened" reflects the total number of company-owned Chick-fil-A Restaurants opened in each state during each fiscal year.

3. For purposes of the above table, "Outlets Reacquired from Franchisees" includes all instances where a Chick-fil-A Restaurant is transferred from an Operator to Chick-fil-A for any reason. These figures include, among other things, all instances where an Operator voluntarily terminates a Franchise Agreement in order to obtain a commitment to be franchised to operate a different Chick-fil-A Restaurant, the Franchise Agreement is terminated by Chick-fil-A, an Operator or by mutual consent, or an Operator otherwise leaves the Chick-fil-A system.

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2021 TO 2023

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Note: Neither Chick-fil-A nor any affiliate opened, reacquired, closed or sold any Chick-fil-A Licensed Units during the 2021, 2022 and 2023 calendar years.

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, 2023

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	4	0
Arizona	2	5	0
Arkansas	0	1	0
California	4	20	0
Colorado	0	1	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	2	20	0
Georgia	0	10	0
Iowa	0	2	0
Illinois	0	5	0
Indiana	0	4	0
Kansas	0	2	0
Kentucky	1	2	0
Louisiana	0	1	0
Massachusetts	0	2	0
Maryland	0	1	0
Michigan	1	4	0
Minnesota	0	1	0
Missouri	3	4	0
Mississippi	0	2	0
Nebraska	0	1	0
New Hampshire	0	1	0
New Jersey	1	2	0
New York	1	13	0
North Carolina	1	5	0
North Dakota	0	1	0
Ohio	0	3	0
Oklahoma	0	4	0
Oregon	0	3	0
Pennsylvania	1	7	0
South Carolina	0	1	0
Tennessee	0	2	0
Texas	4	16	0
Virginia	1	3	0
Washington	0	1	0
Wisconsin	0	1	0
Total	22	157	0

FRANCHISE AGREEMENTS SIGNED BUT OUTLET
NOT YET OPENED AS OF DECEMBER 31, 2023

State	City	Name (Last, First)	Street Address	Current Business Phone or email address
AZ	Flagstaff	Vickroy, Nathan	2401 E Route 66	928-889-3111
AZ	Goodyear	Ploeser, Bruce	1065 N Estrella Pkwy	602-237-6277
CA	El Monte	Anderson, Kelsey	3340 Santa Anita Avenue	626-313-0201
CA	Murrieta	Jeppsen, Eric	27960 Clinton Keith Rd	951-587-1102
CA	Riverside	Kisow, Scott	6299 Van Buren Blvd	951-335-5900
CA	South Gate	Pendray, Corey	5860 Firestone Blvd	562-364-4432
FL	Jensen Beach	Buchanan, Nathan	3745 NW Federal Hwy	772-446-1246
FL	Pembroke Pines	Bieschke, Michelle	15901 Pines Blvd	954-372-3363
KY	Louisville	Ferree, Richard	962 Breckenridge Ln	502-213-8460
MI	Taylor	Sautter, Anthony	22250 Eureka Rd	05251@chick-fil-a.com
MO	Creve Coeur	Bruce, Devin	12398 Olive Blvd	314-314-6311
MO	Maryland Heights	Griffin, Carter	12607 Dorsett Rd	314-219-1910
MO	Springfield	Heberlie, Brian	2355 N Glenstone Ave	417-427-2577
NC	Asheville	Tanner, Samuel	970 Brevard Rd	05018@chick-fil-a.com
NJ	Parsippany	Atie, Charbel	1180 US Highway 46	04899@chick-fil-a.com
NY	Bronx	Ruiz Gonzalez, Roberto	201 E Fordham Rd	347-222-3811
PA	Mechanicsburg	Lindoerfer, William	219 Gettysburg Pike	717-781-2151
TX	Cypress	Chaluh, David	14011 Spring Cypress Rd	281-394-3991
TX	Dallas	Walkup, Michael	11809 E Northwest Hwy	469-389-2330
TX	Katy	Baca, Amanda	22159 FM 529 Rd	281-347-0039
TX	San Antonio	Ramirez-Bustamante, Adriana	5552 NW Loop 410	210-888-0419
VA	Dumfries	Yang, Natalie	3330 Pine Bluff Drive	703-621-1780

Note: Chick-fil-A does not intend to open any company-owned Chick-fil-A Restaurants; however, if an Operator has not been selected for a particular location, Chick-fil-A will sometimes open and operate a new Chick-fil-A Restaurant until an Operator has been selected and trained and a Franchise Agreement has been executed for that location.

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, 2023

CHICK-FIL-A LICENSED UNITS

State	License Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	2	0
Arkansas	0	1	0
California	0	2	0
Florida	2	4	0
Georgia	0	1	0
Illinois	0	1	0
Massachusetts	0	1	0
Michigan	1	1	0
Montana	1	1	0
New Jersey	0	1	0
New York	1	4	0
North Carolina	0	1	0
Pennsylvania	0	1	0
South Carolina	0	1	0
Tennessee	0	1	0
Virginia	0	1	0
Washington DC	0	1	0
Wyoming	0	1	0
Total	5	26	0

Note: Chick-fil-A does not intend to open any company-owned Chick-fil-A Licensed Units.

A list of the names of all Operators and the addresses and telephone numbers of their Chick-fil-A Restaurants as of December 31, 2023 are listed in Exhibit "E" to this Disclosure Document. Chick-fil-A owned and operated restaurants are also included in this list and are identified by the designation "TMP." Also included in Exhibit "E" is a list of Licensees and the addresses and telephone numbers of their outlets as of December 31, 2023. See Item 1 for description of, and differences between, the franchised Operator-owned Chick-fil-A Restaurants and Licensed Units. A list of the names, city and state, and business telephone number (or, if unknown, the last known telephone number) of every Operator who has had a Chick-fil-A Restaurant business terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year 2023 or who has not communicated with us within ten weeks of the issuance date of this Disclosure Document is attached as Exhibit "F." If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Chick-fil-A franchise system.

If the franchise being offered relates to a franchised Chick-fil-A Restaurant business that is a company or affiliate-owned Chick-fil-A Restaurant unit that was previously a franchised outlet, Chick-fil-A will provide you with a Supplemental Item 20 Disclosure regarding the Chick-fil-A Restaurant unit's past five years of operation. The Supplemental Item 20 Disclosure will list the name, city and state, and current business phone number of each previous owner of the Chick-fil-A Restaurant unit during the prior five-year period, the beginning and ending date of each person's respective ownership of the franchised Chick-

fil-A Restaurant business, the reason for each change in ownership, and when Chick-fil-A retained control of the Chick-fil-A Restaurant unit.

During the last three fiscal years, some former Operators have signed provisions restricting their ability to speak openly about their experiences with us. You may want to speak with current and former Operators, but be aware that not all such Operators will be able to communicate with you.

There are no franchisee associations required to be listed in this Disclosure Document.

Item 21

FINANCIAL STATEMENTS

Exhibit "C" to this Disclosure Document includes (i) the audited consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022 and the related consolidated statements of comprehensive earnings, of stockholders' equity and of cash flows for each of the three years (2023, 2022, and 2021) in the period ended December 31, 2023.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

EXHIBIT "B"	Franchise Agreement

Exhibits to Franchise Agreement

EXHIBIT "A"	Lease for Initial Business
EXHIBIT "B"	Chick-fil-A Trademarks
EXHIBIT "C"	Chick-fil-A Menu Offerings
ADDENDUM "1-A"	Additional Business Amendment for Traditional Unit (Sole Proprietorship)
ADDENDUM "1-B"	Additional Business Amendment for Traditional Unit (Business Entity)
ADDENDUM "2-A"	Additional Business Amendment for Captive Venue (Sole Proprietorship) Exhibit "A" – Concession Sublicense Agreement
ADDENDUM "2-B"	Additional Business Amendment for Captive Venue (Business Entity) Exhibit "A" – Concession Sublicense Agreement
ADDENDUM "3-A"	Food Truck License and Sublease Agreement (Sole Proprietorship)
ADDENDUM "3-B"	Food Truck License and Sublease Agreement (Business Entity)

EXHIBIT "B-1"	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT "B-2"	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "G"	State Specific Addenda and Agreement Amendments

Chick-fil-A's prime leases and ground leases for the various Chick-fil-A Restaurant sites vary substantially from site to site because of the different requirements of landlords and property owners, so there is no model prime lease or ground lease form that will be attached to the Lease that can be said to be a typical prime lease or ground lease by which an Operator will be bound. The same is true for the forms of Concession Agreements for captive venue units so that there is no model Concession Agreement form that will be attached to the Concession Sublicense Agreement. In every instance, the Operator will be bound by the terms and conditions of the instruments that affect the subject site.

Item 23

RECEIPTS

A receipt in duplicate is attached to this Disclosure Document as Exhibit "I." You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Franchisee Selection Team, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998.

® All trademarks are the property of their respective owners.

EXHIBIT "A"

LIST OF STATE AGENCIES / REGISTERED AGENTS
FOR SERVICE OF PROCESS OF CHICK-FIL-A, INC.

LIST OF STATE ADMINISTRATORS

CALIFORNIA Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505	**NEW YORK** New York State Department of Law Bureau of Investor Protection and Securities 28 Liberty Street New York, New York 10005 (212) 416-8236 Phone (212) 416-6042 Fax
HAWAII Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department 600 East Blvd., 5th Floor Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	**RHODE ISLAND** Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6531	**SOUTH DAKOTA** Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place, 20th Floor Baltimore, MD 21202 (410) 576-6360	**VIRGINIA** State Corporation Commission Department of Securities and Retail Franchising 1300 E. Main St., 9th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	**WISCONSIN** Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3431

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	**NEW YORK** Secretary of State of New York 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 474-4750
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol, 5th Floor 600 East Blvd. Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	**RHODE ISLAND** Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531	**SOUTH DAKOTA** Department of Labor & Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner Office of Attorney General 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main St. Richmond, VA 23219 (804) 371-9733
MICHIGAN Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6456 Mercantile Way Lansing, MI 48909 (517) 335-7567	**WASHINGTON** Director, Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	**WISCONSIN** Commissioner of Securities Securities and Franchise Registration 201 West Washington Avenue Suite 300 Madison, WI 53703 (608) 266-3431

EXHIBIT "B"

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

(Chick-fil-A Operator)

THIS FRANCHISE AGREEMENT (this "Agreement") is made and shall be effective as of the ____ day of _____, by and between CHICK-FIL-A, INC., a Georgia corporation, as franchisor and having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and its franchisee, _____ (the "Operator").

CHICK-FIL-A, INC., a Georgia corporation
5200 Buffington Road
Atlanta, Georgia 30349-2998

By:_____ **_____**
Andrew T. Cathy, Chief Executive Officer **Witness**

(CORPORATE SEAL)

The "Operator"

_____ **_____**
Witness

Date:_____

"Initial Business"
Chick-fil-A at_____
(store name & number)
address_____
city, state_____

Chick-fil-A currently estimates that the Initial Business will be opened (or the Operator's Commencement Date for the Initial Business pursuant to this Agreement will be) approximately _____, based on Chick-fil-A's current projections of new openings and the availability of existing restaurant locations. However, Chick-fil-A cannot be certain and does not represent or warrant in any way that the Initial Business actually will be open or available for the Operator to commence the Initial Business on or after such date.

Additional terms and conditions of this Agreement begin on the following page. This Agreement also contains three attached exhibits ("A", "B", "C") that contain additional terms and conditions of this Agreement, and six attached addenda ("1-A", "1-B", "2-A", "2-B", "3-A" and "3-B" that contain sample forms of agreement that may be added to this Agreement.).

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EXHIBIT “A” LEASE FOR INITIAL BUSINESS
EXHIBIT “B” CHICK-FIL-A TRADEMARKS
EXHIBIT “C” CHICK-FIL-A MENU OFFERINGS
ADDENDUM “1-A” ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (SOLE PROPRIETORSHIP)
ADDENDUM “1-B” ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (BUSINESS ENTITY)
ADDENDUM “2-A” ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE (SOLE PROPRIETORSHIP)
ADDENDUM “2-B” ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE (BUSINESS ENTITY)
ADDENDUM “3-A” FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (SOLE PROPRIETORSHIP)
ADDENDUM “3-B” FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (BUSINESS ENTITY)

BACKGROUND

A. Chick-fil-A has developed and licenses a restaurant system for, among other things, the marketing and franchising of a branded network of Chick-fil-A restaurants (as defined below, the "System") and holds the right to authorize the adoption and licensed use of the System by third-parties at franchised Chick-fil-A restaurant businesses.

B. Chick-fil-A desires to license and grant the Operator the rights necessary to own and operate a franchise regarding one or more restaurant businesses under certain valuable trade names, service marks and trademarks, including the trade name "Chick-fil-A," and the Operator desires to own and operate each such restaurant business pursuant to the franchise granted in this Agreement, all subject to the terms and conditions below.

C. Chick-fil-A's license and grant to the Operator of the rights necessary to own and operate a franchise pursuant to the terms and conditions below is part of a set of rights being granted by Chick-fil-A to the Operator under this Agreement to operate each such restaurant business pursuant to the franchise granted in this Agreement.

D. The license and rights granted by Chick-fil-A to the Operator to operate each such restaurant business are expressly set forth in this Agreement, including the applicable Operator Lease(s) or Concession Sublicense Agreement for Captive Venue Unit (and its attached Concession Agreement) attached to this Agreement or any Additional Business Amendment as an Exhibit, incorporated in and made a part of this Agreement by reference.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

SECTION 1 – DEFINITIONS

1.1 This Section 1.1 sets forth the definition of certain terms used in this Agreement. Other definitions are found elsewhere in this Agreement. Defined terms may be used in the singular or plural.

(a) **"Additional Business"** means any quick-service food Business, other than the Initial Business, to be operated at the Site set forth on the additional business amendment (the "**Additional Business Amendment")** the forms of which are attached to this Agreement as Addendum "1-A" (Traditional Unit Sole Proprietorship), Addendum "1-B" (Traditional Unit Business Entity), Addendum "2-A" (Captive Venue Sole Proprietorship) and Addendum "2-B" (Captive Venue Business Entity) completed for the particular additional quick-service food Business pursuant to Section 2.6 below;

(b) **"Businesses"** means, collectively, the Initial Business and any Additional Business(es); "Business" means any one of the Businesses;

(c) **"Commencement Date"** with respect to a Business means the date on which the Operator begins the on-site day-to-day operation of the Business and otherwise commences discharging the Operator's obligations operating such Business pursuant to the terms and conditions of this Agreement;

(d) **"Concession Agreement"** means the written concession agreement between Chick-fil-A and a third party owner or manager of the premises where a "Captive Venue Unit" (as defined below) is located pursuant to which the owner or manager of the premises grants Chick-fil-A a license to conduct a restaurant business or concession at the premise. If Chick-fil-A offers a license to the Operator to operate a Business as a Captive Venue Unit, which Chick-fil-A is not obligated to do, Chick-fil-A and the Operator will enter into a written concession sublicense agreement pursuant to which Chick-fil-A sublicenses its rights and

privileges under the particular Concession Agreement, and the Operator accepts the sublicense and agrees to faithfully perform Chick-fil-A's obligations under the Concession Agreement (the "**Concession Sublicense Agreement**") that governs the Operator's occupancy of the particular Captive Venue Unit premises. To the extent granted to Operator by CFA, the Concession Sublicense Agreement attaches the particular Concession Agreement for the particular Captive Venue Unit as an exhibit. In the case of a Business under this Agreement that is a Captive Venue Unit: (i) the signed Concession Sublicense Agreement and its attached Concession Agreement for any Initial Business that is a Captive Venue Unit shall be attached to this Agreement as Exhibit "A", in substitution for the Lease, and incorporated in and made a part of this Agreement by this reference; and (ii) the Concession Sublicense Agreement and its attached Concession Agreement for any Additional Business that is a Captive Venue Unit is attached as Exhibit "A" to the applicable Additional Business Amendment for Captive Venue and incorporated in and made a part of this Agreement by this reference. To the extent granted to Operator by CFA, the Concession Sublicense Agreement and its attached Concession Agreement is incorporated in and made a part of this Agreement by this reference;

(e) **"Food Trucks"** means, individually and collectively, all custom food trucks, including equipment, furnishing and fixtures in and on the food truck authorized to be used to produce, hold and/or sell a limited menu of Products, now or hereafter operated under the Trade Name (as defined below) which are part of the System. If Chick-fil-A offers to the Operator a license to operate a Food Truck, which Chick-fil-A is not obligated to do, Chick-fil-A and the Operator will enter into a written license agreement pursuant to which Chick-fil-A licenses the operation of the Food Truck, and the Operator accepts the license and agrees to faithfully perform the Operator's obligations with regard to the Food Truck, (the "**Food Truck License and Sublease Agreement**"). Any Food Truck licensed by Chick-fil-A to the Operator under this Agreement is an extension and part of the Operator's Business(es) and not a separate Restaurant or Business. The current forms of the Food Truck License and Sublease Agreement are attached to this Agreement as Addendum "3-A" (Sole Proprietorship) and Addendum "3-B" (Business Entity) and the then-current form to be completed for the particular Food Truck pursuant to Section 2.8 below. To the extent granted to Operator by CFA, the Food Truck License and Sublease Agreement includes provisions providing for Chick-fil-A to sublease the right to use and occupy the Food Truck to Operator if Chick-fil-A leases the Food Truck from a third party and grants a sublease to the Operator. The form of the lease between Chick-fil-A and the third party (the "**Food Truck Lease**") will be attached to the Food Truck License and Sublease Agreement as an exhibit. To the extent granted to Operator by CFA, the Food Truck License and Sublease Agreement and its attached Food Truck Lease is incorporated in and made a part of this Agreement by this reference;

(f) **"Guidelines"** means the operations manuals, operations guides, quality requirement manuals, the training manuals and all of the confidential policies, manuals, memos, plans, operating standards, programs, guidelines and aids prepared by Chick-fil-A and delivered or otherwise made available to the Operator from time to time for or in connection with the Business, in paper, electronic or any other format, as such may be amended, changed, replaced or modified from time to time by Chick-fil-A (collectively, the **"Manuals"**), with the terms Guidelines, operations manuals, operations guides, quality requirement manuals, training manuals and Manuals referring at all times to the most current and up-to-date master copy of all such confidential policies, manuals, memos, plans, operating standards, programs, guidelines and

aids maintained by Chick-fil-A at its principal place of business;

(g) **"Ingredients"** means and include each and every ingredient, mix, spice, cooking aid, wrapping, food and beverage container and all other items of any kind or nature necessary or optional for preparing the Products and making same ready for sale to or use by customers of Restaurants;

(h) **"Initial Business"** means that certain quick-service food Business to be operated at the address listed on the cover page of this Agreement;

(i) **"Intellectual Property"** means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Marks (as defined below), Trade Name (as defined below), and other registered and unregistered trademarks and service marks, trademark and service mark registrations and applications, trade dress, moral rights, and any other rights to any form or medium of expression, (iii) Methods (as defined below), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents and patent applications (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, trade secret, confidentiality, publicity rights, or other similar laws of any state and the United States, and (vi) any other similar rights or interests, recognized by applicable law;

(j) **"Lease"** means the written Operator's lease between Chick-fil-A and the Operator pursuant to which Chick-fil-A grants the Operator the right to possess the Site for the particular Business unless the Business is a Captive Venue Unit in which case the right to occupy the Site is governed by the Concession Sublicense Agreement and its attached Concession Agreement. The Lease for the Initial Business if not a Captive Venue Unit is attached to this Agreement as Exhibit "A", and incorporated in and made a part of this Agreement by this reference. The Lease for any Additional Business that is not a Captive Venue Unit is attached as Exhibit "A" to the applicable Additional Business Amendment for Traditional Unit and incorporated in and made a part of this Agreement by this reference. Unless otherwise specified, any references to the "Lease" in this Agreement shall include such Concession Sublicense Agreement and its attached Concession Agreement for a Captive Venue Unit attached in substitution for the Lease as Exhibit "A" to this Agreement or attached as Exhibit "A" to the Additional Business Amendment, as applicable, for the Captive Venue Unit;

(k) **"Marks"** means the trademarks and service marks shown on Exhibit "B," which is attached to this Agreement and made a part hereof by this reference, together with the Trade Name and any and all other trademarks, service marks, trade names, designs, signs, emblems, insignia, symbols or slogans, and combinations of the foregoing that Chick-fil-A's affiliate, CFA Properties, Inc. ("CFA Properties") has licensed to Chick-fil-A for its own use and to sublicense others to use and which are now or hereafter used by Chick-fil-A in connection with its System, the Products, the Ingredients or the Methods (as each is defined in this Section 1.1);

(l) **"Methods"** means those certain enumerated recipes, formulas, procedures and methods of preparation developed, designed, owned or licensed by Chick-fil-A for preparing the Products, as such are set out in the Manuals and in accordance with the Guidelines, or have been or will otherwise be communicated to the Operator and other franchisees of Restaurants;

(m) **"Minimum Standards"** means those certain levels and specifications of product quality, cleanliness, sanitation, operation and all other aspects of Restaurant operations as would be achieved by a Restaurant that was operated in full compliance with, and in every respect in

conformity with, the Guidelines, the Methods, and all other operating standards, policies and programs established by Chick-fil-A for the uniform operation of Restaurants within the System;

(n) **"Operator-Owner"** means the assigning Operator who, as the original signatory to this Agreement in his or her individual capacity as the approved Operator hereunder, and after obtaining all required approvals and consents under this Agreement, transfers and assigns his or her interest in this Agreement and the Businesses for their remaining respective Agreed Terms to an entity formed by the Operator-Owner for his or her convenience of ownership pursuant to the terms and conditions of an Assignment and Consent to Assignment (as defined below);

(o) **"Products"** means and include all those present and future items of food and drink and all non-food inventory intended for sale to or use by customers in Restaurants or otherwise associated with the Marks, including without limitation those on the most current list or menu of all such items and inventory published by Chick-fil-A and distributed to the Operator and franchisees of other Restaurants, the most current of which as of the date hereof being attached to this Agreement as Exhibit "C" and made a part hereof by this reference;

(p) **"Restaurants"** means, individually and collectively, all quick-service food businesses, including the Businesses, now or hereafter operated under the Trade Name which are part of the System;

(q) **"Captive Venue Units"** means, individually and collectively, quick-service restaurant or concession businesses, including any applicable Businesses under this Agreement, now or hereafter operated under the Trade Name which are part of the System located at non-traditional locations that Chick-fil-A has access to directly with the owners or managers of the location premises. Captive Venue Units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Captive Venue Units may feature and serve only a limited number of menu items and may be seasonal or open limited hours;

(r) **"Site"** with respect to a particular Business means the premises where the Operator is licensed by this Agreement, including any Lease (or Concession Sublicense Agreement for a Captive Venue Unit) to operate the Business, with such premises (for a non-Captive Venue Unit) to be either: (i) owned by Chick-fil-A; (ii) leased by Chick-fil-A pursuant to a prime lease (a "Prime Lease"); or (iii) leased by Chick-fil-A pursuant to a ground lease (a "Ground Lease"), with Chick-fil-A owning the building located on the premises subject to the Ground Lease. A Site for a Captive Venue Unit will be owned or managed by a third party and the right to occupy the Site and operate the Business will be granted pursuant to the Concession Agreement. The parties shall attach any Prime Lease or Ground Lease applicable to the Site of a particular Business to the applicable Operator's Lease for the particular Business or, as applicable, any Concession Agreement applicable to the Site for a Business that is a Captive Venue Unit to the Concession Sublicense Agreement. "Sites" means more than one Site;

(s) **"System"** means the comprehensive restaurant system developed and licensed by Chick-fil-A for the on-going conceptualization, development, operation, marketing and franchising of a branded network of Chick-fil-A Restaurants which have been selected and developed by Chick-fil-A for the sale of the Products, and includes proprietary rights in the Intellectual Property, designs and color schemes for restaurant buildings and build-outs, signs, equipment layouts, methods of Product and Ingredient sourcing and supply, inventory and operation, and the Guidelines, the Methods, and other operating standards, policies and programs, including without limitation the Manuals,

established by Chick-fil-A from time to time for the uniform operation of Chick-fil-A Restaurants within the System; and

(t) **"Trade Name"** means the trade name "Chick-fil-A."

Capitalized terms defined and used in this Agreement shall have the meanings ascribed to them in this Agreement. Capitalized terms used but not defined in this Agreement and defined in the Lease applicable to such Business shall have the meanings ascribed to them in such Lease. Capitalized terms used but not defined in this Agreement and defined in the Concession Sublicense Agreement including its attached Concession Agreement applicable to such Business shall have the meanings ascribed to them in such Concession Sublicense Agreement including its attached Concession Agreement.

1.2 Chick-fil-A and the Operator incorporate into this Agreement the recitals set forth above under the heading "Background" as if set forth here in full.

SECTION 2 – TERM AND ADDITIONAL BUSINESSES

2.1 Subject to Section 2.2 below and unless sooner terminated in accordance with Section 24:

(a) the initial term of this Agreement with respect to the Initial Business shall begin on the date hereof and shall end on the thirty-first (3lst) day of December of the year hereof; and

(b) the initial term of this Agreement with respect to an Additional Business shall begin on the date set forth on the applicable Additional Business Amendment and shall end on the thirty-first (31st) day of December of the same year.

Such initial term with respect to a Business, together with any and all extensions thereof pursuant to this Agreement, is sometimes referred to in this Agreement as the "Agreed Term" of such Business.

2.2 The Agreed Term, with respect to any Business being operated by the Operator at the end of such Agreed Term, shall be automatically extended, and this Agreement with respect to each such Business, thereby automatically renewed, for successive additional periods of one (1) year, unless written notice of intent not to renew is given by either party to this Agreement to the other at least thirty (30) days prior to the end of such Agreed Term.

2.3 Notwithstanding anything to the contrary contained in this Agreement, Chick-fil-A, in the exercise of its sole and exclusive business judgment, may not renew this Agreement as to one or more or all of the Businesses upon giving written notice to the Operator at least thirty (30) days prior to the end of such Agreed Term, without any further obligation or liability to the Operator, if any one or more of the following events or circumstances should occur with respect to the Operator or any one or more of the Businesses: (i) the Operator has been placed on notice of the existence of a material default under this Agreement, and the default remains uncured at the end of such calendar year; (ii) the Operator has been placed on written notice during such calendar year of the existence of a dispute regarding revenues or payments (including, without limitation, as to fees, charges, expenses, draws, disbursements or distributions), and the dispute remains unresolved at the end of such calendar year; (iii) there has been an unauthorized transfer or attempt at transfer as defined or otherwise prohibited under this Agreement; (iv) the Operator (or, as applicable, the Operator-Owner) has failed or been unable during such calendar year to devote full time and personal best efforts to the operation of the Businesses as required under this Agreement; or (v) any other event occurs which is grounds for terminating this Agreement pursuant to Section 24.

2.4 Chick-fil-A shall have the right to change the terms and conditions of this Agreement with respect to any such Business upon such a renewal by giving the Operator a written notice of such changed terms and conditions at least forty-five (45) days prior to the end of such Agreed Term, in which case the Operator shall have fifteen (15) days from the date of such notice to decide whether to renew upon the terms offered and to notify Chick-fil-A in writing of the Operator's decision to either renew upon the terms offered or, as applicable, not to renew upon the terms offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered shall be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

2.5 Notwithstanding anything in this Agreement to the contrary:

(a) this Agreement with respect to a Business (the Site of which may be further subject to a Prime Lease or Ground Lease under the Lease for the Site in a traditional location or further subject to the Concession Agreement and any Prime Lease or Ground Lease under the Concession Sublicense Agreement for the Site that is a Captive Venue Unit) shall terminate automatically, without any notice to the Operator upon the expiration or earlier termination of the Lease, or any applicable Prime Lease or Ground Lease or Concession Agreement and any Prime Lease or Ground Lease, as the case may be, for the Site of such Business; and

(b) this Agreement with respect to all of the Businesses then being operated by the Operator shall terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required hereunder.

2.6 Chick-fil-A from time to time may, but is not obligated to, offer to the Operator a license to operate one or more additional Restaurants. The Site and Agreed Term of such proposed Additional Business shall be set forth on an Additional Business Amendment. Any rental obligations of the Operator with respect to any Additional Business in a traditional location shall be attached to the Lease for that Additional Business which shall be attached as Exhibit "A" to such Additional Business Amendment for a traditional unit. Any occupancy fees, use or rental obligations, however designated, of the Operator with respect to any Additional Business that is a Captive Venue Unit shall be contained in the Concession Sublicense Agreement and its attached Concession Agreement for that Additional Business that is a Captive Venue Unit which shall be attached as Exhibit "A" to the Additional Business Amendment for the Captive Venue Unit. Any completed Additional Business Amendment, including the Lease or the Concession Sublicense Agreement, as applicable, attached as Exhibit "A" and any of its other exhibits, when executed by the Operator and Chick-fil-A, shall be attached to, be an amendment of and shall constitute a part of this Agreement.

2.7 In the event that the Agreed Term of the Initial Business is terminated by either party to this Agreement or expires for any reason, and the Agreed Term of one or more Additional Businesses remains in effect hereunder, Chick-fil-A shall have the right to designate one of such Additional Businesses as the Initial Business for purposes of either: (i) continuing under this Agreement; or (ii) requiring the Operator to enter into a new Franchise Agreement. The designation shall be made in the exercise of Chick-fil-A's sole and exclusive business judgment.

2.8 Chick-fil-A from time to time may, but is not obligated to, offer to the Operator a license to operate one or more Food Truck(s) as an extension and part of particular Business(es) and not as a separate Restaurant or Business and not as an independent or

separate franchise or franchise agreement. The license of any such proposed Food Truck shall be set forth on a Food Truck License and Sublease Agreement. Any applicable Food Truck Lease shall be attached to the Food Truck License and Sublease Agreement. Any fees, use or rental obligations, however designated, of the Operator with respect to any Food Truck shall be contained in this Agreement and the Food Truck License and Sublease Agreement and its attached Food Truck Lease, if applicable. Any completed Food Truck License and Sublease Agreement, including its attached Food Truck Lease, as applicable, when executed by the Operator and Chick-fil-A on Chick-fil-A's then current form, shall be attached to, be an amendment of and shall constitute a part of this Agreement.

SECTION 3 – INITIAL AND ADDITIONAL FRANCHISE FEES

3.1 The Operator shall pay an initial franchise fee with respect to the Initial Business of Ten Thousand and No/100 Dollars ($10,000.00) (the "Initial Franchise Fee") upon the execution of this Agreement, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable except as noted in this Agreement. During the Agreed Term for the Initial Business, Five Thousand and No/100 Dollars ($5,000.00) of the Initial Franchise Fee shall be deemed to be and maintained by Chick-fil-A as an initial payment of working capital for the Business(es) under this Agreement (the "working capital deposit"). The Operator must pay such sum to Chick-fil-A in cash or negotiable instrument upon the Operator's execution and delivery of this Agreement.

3.2 If Chick-fil-A offers to the Operator a license to operate one or more Additional Businesses under this Agreement pursuant to Section 2.6 hereof, the Operator shall pay an additional franchise fee with respect to each such Additional Business of Five Thousand Dollars and No/100 Dollars ($5,000.00) (an "Additional Franchise Fee"), which when paid to Chick-fil-A shall be deemed fully earned and non-refundable. The Operator must pay such sum to Chick-fil-A in cash or negotiable instrument upon the Operator's execution and delivery of the Additional Business Amendment for each such Additional Business.

3.3 If Chick-fil-A offers to the Operator a license to operate a different business as the initial business under a new Franchise Agreement, and this Agreement is terminated as part of the re-franchise process, the working capital deposit portion of the Initial Franchise Fee under this Agreement in the amount of Five Thousand and No/100 Dollars ($5,000.00) shall be carried over and applied toward the working capital deposit portion of the initial franchise fee payable under the new Franchise Agreement and the Operator shall pay the balance of the initial franchise fee due under the new Franchise Agreement in the manner provided in the new Franchise Agreement.

SECTION 4 – BUSINESS OPERATION

4.1 Subject to the terms and conditions of this Agreement, Chick-fil-A hereby licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate each Business at the Site designated and during the Agreed Term for such Business. Chick-fil-A will deliver each Business to the Operator equipped with the Equipment and Leasehold Improvements (as defined in the Lease or the Concession Sublicense Agreement for the applicable Site) pursuant to the terms and conditions of such Lease or Concession Sublicense Agreement and this Agreement. The Operator shall be responsible for all expenses thereafter incurred in connection with the operation of each Business, except as may otherwise be set forth in this Agreement or mutually agreed upon between Chick-fil-A and the Operator.

4.2 Chick-fil-A hereby licenses and grants to the Operator, and the Operator

hereby accepts, the right and limited license to use the Marks and Methods, but only in connection with each Business during its Agreed Term and only in accordance with the terms and conditions of this Agreement.

4.3 The Operator acknowledges that the rights licensed and granted to the Operator in this Agreement are limited and non-exclusive and accordingly that Chick-fil-A and its affiliates may: (i) at any time during the Agreed Term of any Business grant similar licenses to any other person or entity to operate a Restaurant or use the Marks at any place other than the Sites; and (ii) grant a similar license to any other person or entity to operate a Restaurant at any Site effective upon or following the termination of the Operator's franchise to operate the Business at the Site. This Agreement establishes and defines the Operator's franchise to operate each Business at the particular Site for such Business and no so-called "exclusive," "protected" or other territorial rights in the contiguous market area of such Business is hereby granted or inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.

SECTION 5 – DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY

Any damage to or loss of the Site, the Equipment, the Leasehold Improvements, any other fixtures on or improvements to the Site, or any personal property of any person or entity, caused by any act or omission of the Operator, the Operator's employees, agents, contractors, invitees or customers, shall be the sole and exclusive responsibility of the Operator. The Operator shall be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A for personal injury, damage or loss caused by or resulting from any act or omission of the Operator, the Operator's employees, agents, contractors, invitees or customers. This Section 5 is not intended to and does not convey any benefits to any third persons or entities.

SECTION 6 – CHARGES BILLED TO OR PAID BY CHICK-FIL-A

If any charge or cost which the Operator is obligated to pay pursuant to this Agreement is initially billed to or paid by Chick-fil-A, Chick-fil-A shall have the right to rebill such charge or cost to the Operator or seek reimbursement, as applicable. If Chick-fil-A rebills any such charge or cost to the Operator, the Operator hereby agrees to pay promptly the rebilled charge or cost directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any such charge or cost on behalf of the Operator, the Operator shall reimburse Chick-fil-A therefor immediately upon the Operator's receipt of Chick-fil-A's notification of having made such payment, in Chick-fil-A's sole and exclusive business judgment, either by issuing Chick-fil-A a check or by acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A and paid pursuant to Section 14 hereof.

SECTION 7 – INSURANCE

7.1 With respect to each Business and Site, the Operator agrees to maintain in full force and effect during that portion of the Agreed Term of such Business following the Commencement Date of such Business, at the Operator's own expense, the following insurance for the Business and the Site:

(a) commercial general liability insurance with minimum limits of liability and other terms determined by Chick-fil-A from time to time to provide adequate coverage for the Business and the Site;

(b) commercial automobile liability insurance with minimum limits of liability and other terms determined by Chick-fil-A from time to time to provide adequate coverage for the Business and the Site;

(c) excess/umbrella liability insurance with minimum limits of liability and other terms determined by Chick-fil-A from time to time to provide adequate coverage for the Business and the Site

(d) worker's compensation, unemployment compensation, social security and other insurance coverages in such amounts as may now or hereafter be required by any applicable law.

7.2 Chick-fil-A may from time to time offer to the Operator and, to the extent offered and required, the Operator shall participate in programs of insurance designed to satisfy some or all of the Operator's insurance obligations under Section 7.1 above, through some combination of insurance contracts with outside insurance companies or a self-insurance program maintained by Chick-fil-A, all in Chick-fil-A's sole and exclusive business judgment. The Operator will pay for the cost of the Operator's participation in such programs, including without limitation insurance premiums, claim administration expenses and any other costs rebilled or passed through to the Operator by Chick-fil-A from time to time.

7.3 In the event that Chick-fil-A does not offer the Operator an insurance package or program, or the Operator is directed by Chick-fil-A to purchase directly insurance to satisfy some or all of the Operator's insurance obligations hereunder, all such policies of insurance procured by the Operator shall be issued by insurance companies with a rating classification of not less than A- and a financial size category of VII as rated in the most current available "Best's Insurance Reports," and licensed to do business in the state where the Site being insured is located and are otherwise acceptable to or approved by .Chick-fil-A. The coverage under the Operator's insurance must and will be primary, and any other insurance available to or carried by Chick-fil-A will be non-contributory or excess. Except for any workers' compensation insurance procured by the Operator, all insurance procured by the Operator shall be endorsed to name Chick-fil-A and such other parties as may be required pursuant to the terms of any Lease, Prime Lease, Ground Lease or Concession Agreement, as additional insured parties entitling each such party to recover under said policies for any loss or damage occasioned to such party, or its respective servants, agents, employees and contractors, by reason of any negligence of the Operator, the Operator's servants, agents, employees or contractors. Additionally, all such policies procured by the Operator shall comply with the terms and conditions for such policies, if any, established by Chick-fil-A and otherwise contain endorsements providing that such policies may not be materially changed, amended or cancelled with respect to Chick-fil-A, except after thirty (30) days prior written notice from the insurance company to Chick-fil-A. All policies procured by the Operator hereunder shall contain an express waiver of any right to subrogation by the insurance company against Chick-fil-A, whether Chick-fil-A is named as an additional insured or not.

7.4 In the event that Chick-fil-A does not offer the Operator an insurance package, or the Operator is directed by Chick-fil-A to purchase directly insurance to satisfy some or all of the Operator's insurance obligations hereunder, the Operator shall deliver to Chick-fil-A, on or before the day the Operator begins operating a Business, duly executed certificates of insurance with respect to such Business and Site or, if required by Chick-fil-A, original policies, together with reasonably satisfactory evidence of payment of the premiums therefor. The Operator shall deliver similar documentation to Chick-fil-A upon renewals of such policy or policies not less than thirty (30) days prior to the expiration of the term of any coverage thereunder. The minimum limits of insurance coverage the Operator is required to carry under this Agreement shall not limit the Operator's liability under any indemnification hereunder. Chick-fil-A has no duty to confirm the

existence of such insurance or to monitor such certificates or original policies.

7.5 Chick-fil-A may from time to time, in its sole and exclusive business judgment, change or modify the minimum insurance requirements provided for hereunder, including without limitation to provide that the Operator purchase and maintain additional, greater or different types and/or levels of insurance with respect to any Business or Site. In determining any required minimum types or levels of insurance or placing any required minimum insurance pursuant to this Agreement, Chick-fil-A makes no representations or warranties that such minimum coverage shall be adequate and assumes no responsibility for premium expenses nor guarantees payment for any losses sustained by the Operator.

7.6 Notwithstanding anything to the contrary in this Agreement, Operator's obligations under this Section 7 shall be in addition to any insurance and indemnity provisions contained in any Lease, Prime Lease, Ground Lease or Concession Agreement. Operator shall comply with all applicable insurance and indemnity provisions, including any minimum insurance requirement that may be higher than the level contained in this Agreement for a particular coverage.

SECTION 8 – TYPES OF FOOD TO BE SOLD

The Operator shall sell in each Business at retail only the Products or such other items of food, drink or otherwise as have been approved by Chick-fil-A in advance of their sale. If the Operator desires to sell other products in or from a Business, the Operator shall request and must receive written consent from Chick-fil-A to sell such products from such Business prior to doing so. Further, the Operator shall in the Operator's preparation of the Products for sale in the Businesses use only the Ingredients and the Methods or such alternative ingredients, mixes, spices, cooking aids, wrappings, food and beverage containers or other items and/or such alternative recipes or methods of preparation as have been approved by Chick-fil-A in advance of their use.

SECTION 9 – SOURCES OF SUPPLIES

9.1 The Operator must purchase and use only Products and Ingredients and, to the extent designated by Chick-fil-A, services, approved by Chick-fil-A and only from suppliers and/or distributors (the "Suppliers") approved by Chick-fil-A in advance of such purchase. In the event that Chick-fil-A determines, in its sole and exclusive business judgment, that any particular Product, Ingredient or designated service offered for sale by or otherwise purchased from any Supplier does not meet or no longer meets Chick-fil-A's Minimum Standards or Guidelines, or that Chick-fil-A's approval of the particular Product, Ingredient, or designated service, or of any Supplier, or the purchase, supply or distribution of any Product, Ingredient or designated service by any Supplier is withdrawn, the Operator shall immediately cease purchasing from the Supplier or, as applicable, cease using or purchasing the Product, Ingredient or designated service from such Supplier.

9.2 The Operator acknowledges and agrees that in order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A has the right to negotiate and enter into System-wide purchase and distribution arrangements with, among others, the Suppliers regarding Products, Ingredients, services and other supplies and items deemed necessary or desirable by Chick-fil-A for operating each Business. Among its Suppliers, Chick-fil-A encourages and has the right to require the Operator to use any such System-wide purchase and distribution programs and/or Suppliers for the Operator's purchases of most Products, Ingredients, services and other supplies and items deemed necessary or desirable by Chick-fil-A for operating each Business. When considering whether to approve any particular supplier or

to enter into any particular arrangement, Chick-fil-A shall have the right to consider, among others things, whether the supplier can show, to Chick-fil-A's reasonable satisfaction, the ability to meet Chick-fil-A's then-current standards and specifications, whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A System's needs promptly and reliably, and whether the supplier's approval or the particular supplier arrangement would enable the Chick-fil-A System as a whole, in Chick-fil-A's sole and exclusive business judgment, to take advantage of marketplace efficiencies and volume pricing.

SECTION 10 – LIMITATION ON ALTERNATIVES

Notwithstanding anything in this Agreement to the contrary, Chick-fil-A reserves the right to be the sole designator of the Suppliers of any Product, Ingredient or service which is, or the preparation of which requires knowledge of, any "Trade Secrets" or any "Confidential Information" (as such terms are defined in Section 18 below). Furthermore, Chick-fil-A shall have no obligation to release any Trade Secrets or Confidential Information to any supplier of a proposed alternative product, ingredient or other item of food, drink, service or otherwise or to any proposed alternative supplier.

SECTION 11 – PAYMENTS TO CHICK-FIL-A FOR PRODUCTS OR INGREDIENTS PURCHASED BY OPERATOR

11.1 The Operator acknowledges and agrees that among the Products and Ingredients purchased by the Operator from Chick-fil-A or a Supplier will be Chick-fil-A seasoning and Chick-fil-A seasoned coater, both of which are proprietary and trade secret products of Chick-fil-A used in the preparation of Products to be sold by the Operator to customers. The Operator agrees that Chick-fil-A shall have the right to receive payments for or on account of sales of such seasoning and seasoned coater and, at Chick-fil-A's option, other Products and Ingredients in such manner as Chick-fil-A deems appropriate, including without limitation: (i) from the Operator directly when the Operator purchases the seasoning, seasoned coater or other Product or Ingredient directly from Chick-fil-A or its authorized Suppliers; or (ii) from the person or entity in the supply chain who is the Operator's poultry or other authorized Supplier, or from some other person or entity in the supply chain, when the Operator purchases the chicken product from a Supplier with the seasoning on it, or other Products or Ingredients. Chick-fil-A shall determine the amounts of the payments to be received by Chick-fil-A for the seasoning, seasoned coater and, as applicable, other Products and Ingredients from time to time in its sole and exclusive business judgment. By way of example, but without limiting the foregoing: (i) Chick-fil-A often, but not always, determines the charges for the seasoning by reference to the costs of ingredients or by agreement between Chick-fil-A and the Supplier or other person or entity in the supply chain; and (ii) Chick-fil-A often, but not always, determines the charges for the seasoned coater by a percentage pricing formula applied to Chick-fil-A's costs for the ingredients of the seasoned coater. Chick-fil-A reserves the right to make a profit on any or all such sales of the seasoning, seasoned coater and other Products and Ingredients sold or distributed to the Operator.

11.2 The Operator expressly authorizes Chick-fil-A to develop other Products or Ingredients for which Chick-fil-A will be entitled to receive payments from the Operator or from Suppliers to the Operator in a similar manner as described in Section 11.1 above.

11.3 The Operator agrees to pay all charges and costs for Chick-fil-A seasoning and seasoned coater that may be charged by Chick-fil-A, the Operator's poultry Supplier or any other person or entity in the supply chain in accordance with Sections 11.1 and 11.2 above. Any and all payments to Chick-fil-A,

either directly from the Operator or from the Operator's poultry Supplier or any other person or entity in the supply chain, for the seasoning or seasoned coater, or for any other Products or Ingredients as contemplated in Section 11.1 and 11.2 above, shall belong solely to Chick-fil-A. Such payments are not a part of the Gross Receipts, Operating Profit, Base Profit, Extra Profit, Additional Profit (as defined in Section 14.1 below) or any other form of profit, income or receipt in which the Operator has an interest (except to the extent that they are "ordinary and necessary expenses" as contemplated by Section 14.1(b) below, which defines Operating Profit).

SECTION 12 – STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT

12.1 In order to protect the Marks, the public image of and all the goodwill associated with the Marks and the Chick-fil-A System as a whole, the high quality and uniform consistency of the Products, the sanitation of the Businesses and other mutual interests of the Operator and Chick-fil-A, the Operator covenants and agrees that with respect to each Business, during that portion the Agreed Term for a Business following the Commencement Date for such Business, the Operator shall:

(a) ensure at all times that the Operator's copies of the Manuals and any other Confidential Information containing or setting forth any Guidelines or Methods (in paper, electronic or any other format) are current and up to date and in conformance with the master copies maintained by Chick-fil-A at its principal place of Business;

(b) open and operate the Business at the Site only on Monday through and including Saturday each week (excluding all Sundays and Christmas Day) during the minimum hours as may be required under the Lease or Concession Sublicense Agreement including its attached Concession Agreement for a Captive Venue Unit, unless otherwise limited by state or local laws and ordinances, and observe and abide by Chick-fil-A's Minimum Standards and Guidelines as they may be modified from time to time, in order to protect the public image of and goodwill associated with the Marks and the System;

(c) devote the Operator's (or, as applicable, the Operator-Owner's) full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community in which the Business is located and in the nation as a whole and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks and Chick-fil-A, and shall keep free from any involvement, investment or ownership in or with any enterprise or other activity that would be detrimental to, interfere with or create an actual or potential conflict of interest with the Operator's (or, as applicable, the Operator-Owner's) exertion of his/her/its full time and personal best efforts to operating the Business (which best efforts requirement shall not apply to ownership of less than five percent (5%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange);

(d) operate the Business in full compliance with the Guidelines, the Methods and such other methods and standards and specifications as Chick-fil-A may from time to time prescribe in the Manuals or otherwise in writing, which shall include, without limitation, complete compliance at all times with the Minimum Standards for service, cleanliness, sanitation, quality, type and consistency of Products and Ingredients, employee dress, appearance and conduct and all other aspects of the operation of the Business;

(e) exhibit the Trade Name at the Site as the name of the Business, and consistent with the parties' franchise relationship hereunder, not use or display to the public, in any manner, any other name, trade name or

business name that would be contrary to the mutual interests of the Operator and Chick-fil-A;

(f) hire, determine the compensation and benefits for, establish schedules and duties for, train, manage, supervise, promote, discipline and terminate, timely pay all wages, benefits and employee-related liabilities for, determine staffing levels, tasks to be performed and workplace health and safety rules for, such employees as the Operator desires or needs to assist in operating the Business and performing the Operator's duties hereunder, which employees shall be the sole and exclusive responsibility of the Operator as the employer of such employees;

(g) pay all applicable federal, state and local taxes of whatsoever kind and nature assessed against or on account of the Business, including without limitation applicable income, sales, employee withholding, and all other taxes, assessments and charges, and make all such payments within the timeframes prescribed by applicable law;

(h) obey and comply with all laws, ordinances, rules, regulations and orders of governmental authorities applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including without limitation all applicable federal, state and local health, safety and sanitation laws, ordinances and regulations, and employment, labor and immigration laws including without limitation with regard to discrimination, harassment, retaliation, wage and hour, youth employment, medical and family leave,, military leave, paid sick leave or other paid time off, gender-pay differences, workplace and worker safety food and beverage handling, preparation and safety~~of food and beverage products~~, occupational hazards and health, and consumer protection, as well as all applicable laws, ordinances and regulations ~~and industry standards~~ regarding the privacy, security and handling of customer and employee or other confidential personal data and information; and

(i) obtain and thereafter maintain in full force and effect any and all permits, certificates and licenses necessary for the full, proper and lawful conduct and operation of the Business and, upon the Operator's notice or receipt of any suspension, revocation, cancellation or other loss of any such permits, certificates or licenses, immediately notify Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic mail of any such notice;

(j) operate the Business and maintain the Site so as always to be rated in the highest available health and safety classification by the appropriate governmental authorities and within two (2) business days of the Operator's notice or receipt thereof or by such other time(s) as Chick-fil-A may designate from time to time, notify Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic or overnight mail of:

(i) any notice, report or other applicable citation of violation of any law, ordinance, code or regulation relating to health, safety or sanitation at the Business that mandates or otherwise requires corrective action or cure within seven (7) days or less of issuance by the applicable governmental authority if such violation remains uncured forty-eight (48) hours after the Operator's notice or receipt thereof, at which time the Operator shall immediately report the notice to Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic mail or any such notice; and

(ii) any inspection report, notice of violation, warning, summons, hearing notice, citation, consent decree, evaluation or other notice issued by an applicable governmental authority, including any health department or government appointed third party, reflecting or otherwise noting deficiencies or non-compliance by the Operator with any applicable law, rule or regulation that results in a certificate or rating

for the Business or the Site below the highest applicable rating, or otherwise reflects or notes a failure by the Operator to maintain the highest applicable rating for the Business or the Site;

(k) pay to Chick-fil-A all required payments due under this Agreement and any attached Lease(s) and as applicable Concession Sublicense Agreement(s) for any Captive Venue Unit(s), including without limitation the payments set forth in Section 14 below, on the dates such payments are due;

(l) pay on a timely basis for all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Business;

(m) perform all other duties and obligations of the Operator hereunder and comply with all of Chick-fil-A's policies, programs and other requirements set forth in this Agreement or otherwise then in effect; and

(n) refrain from performing any act which would damage or cause harm to the reputation and credit of the Business, the Marks, Chick-fil-A or the System.

12.2 Chick-fil-A, in the exercise of its sole and exclusive business judgment, may from time to time amend, modify or supplement the System and its various components, including without limitation the types of services and Products which may be provided, used or sold, the Equipment, the Marks, and the manner of operation generally. You must comply with all such amendments, modifications and supplements as may be designated or prescribed by Chick-fil-A from time to time, even if those amendments, modifications and supplements require you to incur additional expenditures.

SECTION 13 – INSPECTION

13.1 In order to protect the Marks, the public image of and all goodwill associated with the Marks and the System as a whole, the high quality and uniform consistency of the Products, the cleanliness and sanitation of the Businesses and other interests of Chick-fil-A:

(a) Chick-fil-A, or its designee, shall have the right to inspect any Site at any time during normal Business hours, without notice to the Operator, to determine whether all aspects thereof are in compliance with all Minimum Standards, including, without limitation, quality, cleanliness, sanitation and operation, and that the Operator is otherwise in full compliance with the terms and conditions of this Agreement;

(b) Chick-fil-A may at the time of any such inspection remove from any Site, without charge to itself, samples of any Products or Ingredients for testing by itself or its designee to ensure that such Products or Ingredients comply with all applicable Minimum Standards. The Operator shall bear the expense of such testing if: (i) the tested item was not a Product or Ingredient or had not been approved by Chick-fil-A in advance of the item's sale; (ii) the supplier of the tested item was not a Supplier or had not otherwise been approved by Chick-fil-A in advance of the item's purchase; (iii) the tested item had been prepared or was being prepared in a manner that was not a Method or had not otherwise been approved by Chick-fil-A in advance of the Method's use; or (iv) the tested item is determined not to be in compliance with any applicable Minimum Standard or provision of this Agreement; and

(c) Operator shall, upon notice from Chick-fil-A or its agent that any such inspected Site or tested item fails to conform to a Minimum Standard or any provision of this Agreement, immediately take any and all steps necessary to correct the cited deficiency, including without limitation immediately ceasing the use of any item, recipe or preparation or delivery method identified by Chick-fil-A as the source of the deficiency and substituting in its place a Product, Ingredient or Method, or otherwise immediately correcting

any condition at the Site determined or deemed by Chick-fil-A to be unsanitary, unhealthy, unclean and/or otherwise non-compliant with any applicable Minimum Standard or provision of this Agreement.

13.2 Chick-fil-A may assess and impose fines and costs incurred against the Operator for any failure by the Operator to maintain all applicable Minimum Standards or otherwise comply with the terms and conditions hereof, which fines and costs incurred shall be paid to Chick-fil-A by the Operator as Chick-fil-A reasonably requires. Such fines and costs shall be in addition to any other rights or remedies Chick-fil-A may have.

SECTION 14 – CALCULATION AND PAYMENT OF FEES AND OTHER OPERATOR COSTS AND EXPENSES

PREAMBLE: By way of introduction to this Section 14, but without limiting the legal efficacy of Sections 14.1 through 14.13 in any way whatsoever, this Preamble generally describes the concept behind the calculation and payment mechanism set forth in this Section 14 for the Businesses. Generally, after the Operator pays the Businesses' operating costs and expenses out of the Operator's receipts from the operation of the Businesses, the Operator shall pay fees and make certain disbursements from the Operator's remaining receipts on a monthly basis as follows:

(i) with respect to the Initial Business, the Operator retains or, as applicable, may pay to the Operator-Owner a draw, disbursement or other distribution (as defined below, the "Base Profit") equal to One Thousand and No/100 Dollars ($1,000.00);

(ii) the Operator pays Chick-fil-A a Base Operating Service Fee (as defined in Section 14.1(e) for each Business which is equal to fifteen percent (15%) of such Business's Gross Receipts (as defined below), minus the sum of any Equipment Rental (as defined in and pursuant to the terms of the applicable Lease for each Site) and any Business Services Fee (as defined below) paid by the Operator to Chick-fil-A for establishing and administering the program described under Section 14.12 below; and

(iii) the Operator pays Chick-fil-A fifty percent (50%) of the remainder of the Operator's net receipts (as provided below).

For purposes of the calculations and payment mechanisms set forth in this Agreement, the Operator shall on a monthly basis retain the Base Profit, and may elect to retain an Extra Profit in any given month with respect to the Initial Business of One Thousand Five Hundred and No/100 Dollars ($1,500.00) as an advance on future profit. To the extent that the Operator's net receipts do not generate enough funds to cover the Base Profit and any Extra Profit when retained by the Operator and the Aggregate Base Operating Service Fee (as defined below), the Operator's future receipts during that year must be allocated to cover any existing arrearage of Base Profit, Extra Profit and/or Aggregate Base Operating Service Fee before the Operator can retain any future Additional Profit (as defined below). The precise calculation and payment methods pursuant to which these general goals are implemented are set forth in Sections 14.2 through 14.9 below.

14.1 In addition to all other terms which are defined in this Agreement, the following terms, when used in this Agreement, shall have the following respective meanings:

(a) "Gross Receipts" as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business means the Operator's entire gross receipts with respect to such Business (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Site of such Business during such calendar month, whether for cash or on a charge, credit or time basis, including but not limited to such sales and services (i) where

orders originate and/or are accepted by the Operator at, in or away from the Site of such Business, or (ii) pursuant to telephone, internet, online or other similar orders received or filled at or in such Site;

(b) "Operating Profit" as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business means the amount by which Gross Receipts for such Business exceeds the ordinary and necessary expenses paid and incurred by the Operator during such calendar month in operating such Business; the term "ordinary and necessary expenses" shall have such meaning as Chick-fil-A reasonably determines from time to time; by way of example and without limitation such term shall not include the following items:

(i) any amount the Operator paid to himself or, as applicable, paid to the Operator-Owner as compensation for services or as a draw, disbursement or other distribution;

(ii) any salary, draw, disbursement or other distribution paid to any member of the Operator's or, as applicable, the Operator-Owner's family, to the extent such amount is in excess of the amount of salary which would customarily be paid to an unrelated employee performing similar work or services; and

(iii) the "Base Operating Service Fee" and "Additional Operating Service Fee" (as defined below);

(c) "Aggregate Operating Profit" for a calendar month means the sum of the Operating Profit for such month of all Businesses operated by the Operator;

(d) "Base Profit" for each calendar month during that portion of the Agreed Term of the Initial Business following the Commencement Date for such Initial Business means the One Thousand and No/100 Dollars ($1,000.00) retained by the Operator or, as applicable, paid by the Operator to the Operator-Owner as a draw, disbursement or other distribution. For purposes of the calculation and payment mechanisms set forth in this Agreement, the Operator shall not have the right to retain a Base Profit with respect to any Additional Business;

(e) "Base Operating Service Fee" as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business means the amount by which fifteen percent (15%) of the Gross Receipts for such Business for such calendar month exceeds the Equipment Rental and the Business Services Fee for such Business payable by the Operator to Chick-fil-A for such calendar month;

(f) "Aggregate Base Operating Service Fee" for a calendar month means the sum of the Base Operating Service Fee for such month of all Businesses operated by the Operator;

(g) "Net Profit for Initial Business" of the Initial Business for each calendar month during that portion of the Agreed Term of the Initial Business following the Commencement Date of the Initial Business means the difference between: (i) the Operating Profit for such calendar month; and (ii) the sum of: [A] the Base Operating Service Fee for such calendar month; [B] the Base Profit for such calendar month; [C] the Base Profit Offsets (as defined below) at the effective date of computation; and [D] the Service Fee Offsets (as defined below) at the effective date of computation;

(h) "Net Profit for Additional Business" for a particular Additional Business for each calendar month during that portion of the Agreed Term for such Additional Business following the Commencement Date for such Additional Business means the difference between: (i) the Operating Profit for such Additional Business for such calendar month

and (ii) the Base Operating Service Fee for such Additional Business for such calendar month;

(i) "Aggregate Net Profit" for a calendar month means the Net Profit for Initial Business for such month plus the sum of the Net Profit for Additional Business for such month of all Additional Businesses operated by the Operator;

(j) "Additional Operating Service Fee" as to a particular Business for each calendar month of that portion of the Agreed Term of such Business following the Commencement Date of such Business means (i) in the case of the Initial Business, fifty percent (50%) of the Net Profit for Initial Business for such calendar month or (ii) in the case of an Additional Business, fifty percent (50%) of the Net Profit for Additional Business for such calendar month, which is payable by the Operator to Chick-fil-A;

(k) "Aggregate Additional Operating Service Fee" for a calendar month means the sum of the Additional Operating Service Fee for such month of all Businesses operated by the Operator;

(l) "Additional Profit" as to a particular Business for each calendar month of that portion of the Agreed Term of such Business following the Commencement Date of such Business means (i) in the case of the Initial Business, fifty percent (50%) of the Net Profit for Initial Business for such calendar month or (ii) in the case of an Additional Business, fifty percent (50%) of the Net Profit for Additional Business for such calendar month, which is retained by the Operator;

(m) "Aggregate Additional Profit" for a calendar month means the sum of the Additional Profit for such month of all Businesses operated by the Operator;

(n) "Extra Profit" for each calendar month during that portion of the Agreed Term of the Initial Business following the Commencement Date of such Initial Business means any advance on Additional Profit in the maximum amount of One Thousand Five Hundred and No/100 Dollars ($1,500.00). For purposes of the calculation and payment mechanisms set forth in this Agreement, the Operator shall not have the right to retain an Extra Profit with respect to any Additional Business;

(o) "Base Profit Offsets" is a floating amount that is zero (-0-) at the Commencement Date of the Initial Business and at the beginning of each calendar year thereafter during such time as the Agreed Term of any Business remains in effect hereunder and is: (i) increased from time to time during each such calendar year by the amount of all Base Profit retained by the Operator but not covered by Aggregate Operating Profit; and (ii) decreased from time to time during each such calendar year when and to the extent subsequent Aggregate Operating Profit is sufficient to cover such Base Profit; all as set forth in Sections 14.3 through 14.9 below;

(p) "Service Fee Offsets" is a floating amount that is zero (-0-) at the Commencement Date of the Initial Business and at the beginning of each calendar year thereafter during such time as the Agreed Term of any Business remains in effect hereunder and is (i) increased from time to time during each such calendar year by the amount of all Base Operating Service Fees that the Operator does not pay to Chick-fil-A, and (ii) decreased from time to time during each such calendar year when and to the extent that the Operator pays such previously unpaid Base Operating Service Fees to Chick-fil-A; all as set forth in Sections 14.3 through 14.9 below; and

(q) "Extra Offsets" is a floating amount that is zero (-0-) at the Commencement Date of the Initial Business and at the beginning of each calendar year thereafter during such time as the Agreed Term of any Business remains in effect hereunder and is: (i) increased from time to time during each such calendar year by the amount of all Extra Profit retained by the Operator but not covered by the

Aggregate Additional Profit; and (ii) decreased from time to time during each such calendar year when and to the extent subsequent Aggregate Additional Profit is sufficient to cover such Extra Profit; all as set forth in Sections 14.3 through 14.9 below.

14.2 As set forth in and subject to Sections 14.3 through 14.10 below, the Operator shall pay Chick-fil-A, at Atlanta, Georgia, from the Aggregate Operating Profit of the Businesses for each calendar month the sum of the Aggregate Base Operating Service Fee and the Aggregate Additional Operating Service Fee for such calendar month, and shall retain for himself an amount equal to the sum of the Base Profit for such calendar month, any Extra Profit for such calendar month and any Aggregate Additional Profit in excess of Extra Profit for such calendar month, less any Extra Offsets (not to exceed the Aggregate Additional Profit for such calendar month).

14.3 If the Aggregate Operating Profit for such calendar month is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; [C] two times the Extra Profit; [D] two times the Extra Offsets; [E] the Base Profit Offsets; and [F] the Service Fee Offsets; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to retain:

(i) the Base Profit; and

(ii) the amount by which: [A] the Aggregate Additional Profit for such calendar month; exceeds [B] the Extra Offsets;

(b) the Operator shall pay to Chick-fil-A:

(i) the Aggregate Base Operating Service Fee for such calendar month; and

(ii) the Aggregate Additional Operating Service Fee for such calendar month; and

(iii) the Service Fee Offsets;

(c) the Base Profit Offsets, the Extra Offsets and the Service Fee Offsets shall each be reduced to zero (-0-).

14.4 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.3 above but is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; [C] two times the Extra Profit; [D] the Base Profit Offsets; and [E] the Service Fee Offsets; then:

(a) the Operator shall have the right to retain for purposes of the calculation and payment mechanisms set forth in this Agreement:

(i) the Base Profit; and

(ii) the Extra Profit;

(b) the Operator shall pay to Chick-fil-A:

(i) the Aggregate Base Operating Service Fee for such calendar month;

(ii) the Aggregate Additional Operating Service Fee for such calendar month; and

(iii) the Service Fee Offsets;

(c) the Base Profit Offsets and the Service Fee Offsets shall be reduced to zero (-0-); and

(d) the Extra Offsets shall be reduced by the amount by which: (i) the Aggregate Additional Profit for such calendar month; exceeds (ii) the Extra Profit.

14.5 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.4 above but is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; [C] the Base Profit Offsets; and [D] the Service Fee Offsets; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to retain:

(i) the Base Profit; and

(ii) the Extra Profit, with the portion of the Extra Profit equal to the amount by which: [A] the Extra Profit; exceeds [B] the Aggregate Additional Profit for such calendar month**,** and thereby increasing the Extra Offsets as provided in 14.5(d) below;

(b) the Operator shall pay to Chick-fil-A:

(i) the Aggregate Base Operating Service Fee for such calendar month;

(ii) the Aggregate Additional Operating Service Fee for such calendar month; and

(iii) the Service Fee Offsets;

(c) the Base Profit Offsets and the Service Fee Offsets shall be reduced to zero (-0-); and

(d) the Extra Offsets shall be increased by the amount by which: (i) the Extra Profit; exceeds (ii) the Aggregate Additional Profit for such calendar month.

14.6 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.5 above but is greater than or equal to the sum of: [A] the Base Profit; [B] the Aggregate Base Operating Service Fee for such calendar month; and [C] the Base Profit Offsets; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to retain:

(i) the Base Profit; and

(ii) the Extra Profit, with the portion of the Extra Profit equal to the amount by which: [A] the Extra Profit; exceeds [B] the Aggregate Additional Profit for such calendar month, and thereby increasing the Extra Profit Offsets as provided in 14.6(e) below;

(b) the Operator shall pay to Chick-fil-A:

(i) the Aggregate Base Operating Service Fee for such calendar month; and

(ii) an amount equal to the amount by which: [A] the Aggregate Operating Profit; exceeds [B] the sum of the Base Profit, the Aggregate Base Operating Service Fee and the Base Profit Offsets;

(c) the Base Profit Offsets shall be reduced to zero (-0-);

(d) the Service Fee Offsets shall be reduced by the amount described in Section 14.6(b)(ii) above; and

(e) the Extra Offsets shall be increased by the amount by which: (i) the Extra Profit; exceeds (ii) the Aggregate Additional Profit for such calendar month.

14.7 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.6 but is greater than or equal to the sum of: [A] the Base Profit; and [B] the Aggregate Base Operating Service Fee for such calendar month; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to:

(i) retain the Base Profit; and

(ii) take the Extra Profit, thereby increasing the Extra Offsets as set forth in 14.7(e) below;

(b) the Operator shall pay to Chick-fil-A the sum of: (i) the Aggregate Base Operating Service Fee for such calendar month; and (ii) the amount by which: [A] the Aggregate Operating Profit for such calendar month; exceeds [B] the sum of the Base Profit and the Aggregate Base Operating Service Fee for such calendar month;

(c) to the extent of the amount described in Section 14.7(b)(ii) above, the Base Profit Offsets, if any, shall be reduced;

(d) the Service Fee Offsets shall remain unchanged; and

(e) the Extra Offsets shall be increased by the Extra Profit.

14.8 If the Aggregate Operating Profit for such calendar month is less than the sum described in the heading of Section 14.7 above but is greater than or equal to the Base Profit; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to:

(i) retain the Base Profit; and

(ii) take the Extra Profit, thereby increasing the Extra Offset as set forth in 14.8(c) below;

(b) the Operator shall pay to Chick-fil-A the amount by which: (i) the Aggregate Operating Profit for such calendar month; exceeds (ii) the Base Profit;

(c) the Extra Offsets shall be increased by the Extra Profit;

(d) the Service Fee Offsets shall be increased by the amount by which: (i) the Aggregate Base Operating Service Fee; exceeds (ii) the amount described in Section 14.8(b) above; and

(e) the Base Profit Offsets shall remain unchanged.

14.9 If the Aggregate Operating Profit for such calendar month is less than the Base Profit; then:

(a) the Operator shall have the right for purposes of the calculation and payment mechanisms set forth in this Agreement to:

(i) retain the Base Profit, with that portion of the Base Profit in excess of the Aggregate Operating Profit for such calendar month being taken by the Operator from the account(s) described in Section 14.12 below, thereby increasing the Base Profit Offsets as provided in 14.9(e) below; and

(ii) take the Extra Profit from the funds of Chick-fil-A, thereby increasing the Extra Offsets as set forth in 14.9(c) below;

(b) the Operator shall pay Chick-fil-A nothing;

(c) the Extra Offsets shall be increased by the Extra Profit;

(d) the Service Fee Offsets shall be increased by the Aggregate Base Operating Service Fee; and

(e) the Base Profit Offsets shall be increased by the amount by which: [A] the Base Profit; exceeds [B] the Aggregate Operating Profit for such calendar month.

14.10 The Operator agrees to pay to Chick-fil-A when due all required payments under this Agreement and any attached Lease(s) and as applicable Concession Sublicense Agreement(s) for any Captive Venue Unit(s), including without limitation the payments set forth in this Section 14.

(a) Pursuant to this Agreement and any then current policies that Chick-fil-A may establish from time to time, Chick-fil-A may, at the end of any calendar year during such time as the Agreed Term of any Business remains in effect hereunder, reduce the Base Operating Service Fee for such calendar year by the amount that the Extra Profit retained by the Operator for such year exceeds and is not covered by the Aggregate Additional Profit as of the end of such applicable calendar year.

(b) The amount of any draws, disbursements, payments or other distributions taken or otherwise received by the Operator (or, as applicable, the Operator-Owner) that constitute excess distributions or other payments retained by the Operator (or, as applicable, the Operator-Owner) not authorized hereunder shall be deemed an overdrawn balance under this Agreement (collectively "Overdrawn Balance"). Pursuant to this Agreement and any then current policies that Chick-fil-A may establish from time to time, the Operator shall upon demand by Chick-fil-A at the end of any calendar month or calendar year during such time as the Agreed Term of any Business remains in effect also pay to Chick-fil-A as required payments under this Agreement the amount of any and all then existing Overdrawn Balance that is not covered by the Aggregate Additional Profit as of the end of such applicable calendar month and/or calendar year.

14.11 All payments to be made by the Operator to Chick-fil-A for any calendar month hereunder shall accrue on a daily basis and shall be due and payable at Atlanta, Georgia at such time and in such manner (including without limitation on a daily basis during the month of accrual through interbank transfers) determined by Chick-fil-A pursuant to Section 14.12 below. In the event that the Operator is past due on the payment of any amount due Chick-fil-A under this Agreement, including without limitation Base Operating Service Fees, Additional Operating Service Fees, rental amounts and accrued interest or on account of any Overdrawn Balance, Chick-fil-A shall have the right at its option to require the Operator, to the extent permitted by law, to pay interest on any such past due amount for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Such interest shall be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

14.12 The Operator hereby appoints Chick-fil-A as its agent to establish and administer a program for collecting and accounting for the Operator's Gross Receipts, and facilitating the Operator's payment of the Rent, any Equipment Rental and any other payments or charges due pursuant to the Lease or any Concession Sublicense Agreement for each Site, or pursuant to any Food Truck License and Sublease Agreement, insurance premiums pursuant to Section 7 above, Advertising Contributions, any fees or charges pursuant to Section 14.13 below, and other amounts owed to Chick-fil-A and/or Suppliers by the Operator, in such a manner as Chick-fil-A reasonably deems necessary or appropriate from time to time to accomplish the calculations and the payments and retentions described in this Section 14. The Operator agrees to take such actions as Chick-fil-A reasonably requires in fulfilling its obligations pursuant to the previous sentence, including without limitation establishing and/or terminating a local bank account (with allowance for funds to be transferred therefrom by Chick-fil-A through an approved third-

party bank or other financial institution), transmitting to Chick-fil-A financial and other information, preparing and delivering financial and other reports and writing checks, all as may be reasonably required by Chick-fil-A from time to time during the Agreed Terms of the Businesses. Chick-fil-A may assess reasonable fines and costs against the Operator for failing to comply with such requirements, which fines and costs shall be paid to Chick-fil-A by the Operator. Such fines and costs shall be in addition to any other rights or remedies Chick-fil-A may have. The Operator acknowledges and agrees that Chick-fil-A may maintain the Operator's funds in segregated, group and/or general bank account(s) that include the Operator's funds, other franchisees' funds and/or Chick-fil-A's funds, and may disburse such funds, subject to the terms hereof to the extent that such funds belong to the Operator, in Chick-fil-A's sole and exclusive business judgment. The Operator may also disburse the Operator's funds from such bank account(s), subject to the terms hereof to the extent such funds belong to the Operator and only to the extent that such disbursement is otherwise expressly authorized in this Agreement. Chick-fil-A may use such funds at its election from time to time prior to the Operator's funds being disbursed pursuant to the terms hereof, and if and only to the extent that Chick-fil-A does so, Chick-fil-A will pay interest on such used funds for the time period of such use at an interest rate and using an allocation method as determined by Chick-fil-A in its sole and exclusive business judgment from time to time; provided, however, that such interest rate for any applicable period shall not be less than the applicable Prime Rate as published in the Wall Street Journal for the same time period (the "Applicable Prime Rate") and shall not be greater than the Applicable Prime Rate plus one percent. Any such bank account(s) established or maintained by Chick-fil-A are not trust funds or trust accounts. No fiduciary or implied duties, relationships or covenants exist between Chick-fil-A and the Operator arising out of or relating to this Agreement, the program, the account(s), the funds or their respective administration. Except as expressly set forth above in this Section 14.12, the Operator acknowledges and agrees that Chick-fil-A only, and not the Operator, is entitled to receive the earnings credits, interest and/or any other banking benefits, if any, earned, awarded or elected from time to time on such account(s) and the funds in such account(s) as determined by Chick-fil-A in its sole and exclusive business judgment from time to time.

14.13 As it deems appropriate from time to time, Chick-fil-A may offer to the Operator, directly or indirectly through an approved Supplier, and the Operator shall utilize to the extent offered, other business services designed to complement Chick-fil-A's services pursuant to Section 14.12 above and to support, in whole or in part, the Operator's other accounting and business services needs. To the extent offered directly, Chick-fil-A shall have the right to charge and the Operator shall pay a fee in an amount to be determined by Chick-fil-A from time-to-time for such other business services ("Business Services Fee"). To the extent offered indirectly through a Supplier, the Operator will pay for the cost and expense of the Operator's use of such other business services, including without limitation any costs rebilled or passed through to the Operator by Chick-fil-A.

14.14 As set forth in Section 28.3 below, no failure by either party to this Agreement, at any time, or from time to time, to enforce the strict keeping and performance of the terms and conditions of this Section 14, nor any action or course of dealing by either party not consistent with the terms or conditions of this Section 14, shall constitute a contract modification or waiver of any such, or any other, term or condition at any future time, and shall not prevent such party from insisting on the strict keeping and performance of such, and all other, terms and conditions at the same and all later times.

SECTION 15 – REPORTS AND RECORDS

15.1 The Operator shall furnish to Chick-fil-A separate written or, at Chick-fil-A's election, electronic reports for each Business as and when required by Chick-fil-A pursuant to Section 14.12 above during that portion of the Agreed Term following the Commencement Date, which reports shall contain all financial and other information reasonably requested by Chick-fil-A, including without limitation all information relevant to or necessary for the computation of information to be furnished by Chick-fil-A to the Operator as provided below. For the purpose of calculating and facilitating the mechanism for the payment of the fees and expenses for the Businesses set forth in Section 14, Chick-fil-A will furnish a written fee calculation report to the Operator on or about the fifteenth (15th) day following the end of each calendar month during that portion of the Agreed Term following the Commencement Date, which report will set forth, as applicable, the Gross Receipts, Operating Profit, Base Profit, Extra Profit, Base Operating Service Fee, Net Profit for Initial Business, Additional Operating Service Fee and Additional Profit for such calendar month and such other information as Chick-fil-A deems necessary or appropriate ("Fee Calculation Report").

15.2 The Operator shall send to Chick-fil-A, at its election, copies, electronic versions or the originals of all financial records concerning each Business and all transactions undertaken by the Operator in the operation of each Business so as to enable Chick-fil-A to accurately determine all amounts owed to it by the Operator (and vice-versa) hereunder, and to produce the Fee Calculation Report as described above. Chick-fil-A agrees to permit said records to be examined from time to time by the Operator during normal business hours. The Operator will maintain, as the case may be, the originals or complete duplicates of any files submitted to Chick-fil-A to the extent that the Operator deems necessary or appropriate.

15.3 The Operator agrees to abide by all applicable laws pertaining to the privacy of customers' and employees' information, including without limitation, transactional information ("Privacy Laws"). The Operator agrees to stay in full compliance with all of Chick-fil-A's standards and policies pertaining to Privacy Laws. If there is a conflict between Chick-fil-A's standards and policies pertaining to Privacy Laws and actual applicable law, the Operator shall comply with the requirements of applicable law. Other than as set forth in this Agreement, the Operator agrees not to publish, disseminate, implement, or use a data privacy policy inconsistent with Chick-fil-A's policy.

15.4 During the Agreed Term of any Business, the Operator and the Operator's employees may have access to and/or be required to use software and/or hardware, including but not limited to any computer and point of sale system installed at such Business, as Chick-fil-A may from time to time designate or otherwise require, whether owned or provided by Chick-fil-A, an affiliate or a third party. In connection with the access to and/or use of such software and/or hardware: (i) the Operator shall adopt and abide by, and shall cause Operator's employees to adopt and abide by, any and all applicable policies, terms and conditions, and/or licenses as may be requested or required by Chick-fil-A to enable the Operator, and as applicable the Operator's employees, to lawfully use any such software or hardware; and (ii) the Operator may from time to time be required to sign and/or otherwise acknowledge, and shall cause Operator's employees to sign and/or otherwise acknowledge, such policies, terms of use and/or licenses. The Operator shall be responsible for any and all access to and/or use of such software and/or hardware by the Operator's employees, including, without limitation, insuring the compliance of the Operator's employees with all such applicable policies, terms and conditions, as well as obtaining all required Operator employee signatures and acknowledgments. As Chick-fil-A may from time to time designate or

otherwise require, Chick-fil-A, an affiliate or a third party may provide hardware and software support and, in the event that such support is offered and provided, may charge the Operator a fee in connection with such services. The scope of the warranty for any designated hardware or software cannot be increased or changed by any written or oral information, advice, or assurances that Chick-fil-A or its employees or agents may provide to the Operator. In connection with providing software and/or hardware to the Operator for use by the Operator, and as applicable the Operator's employees, or otherwise in connection with the Business, Chick-fil-A may have access to, and may use, certain data that the Operator collects from customers and potential customers in connection with the Businesses ("Customer Data"). The Operator acknowledges and agrees that Chick-fil-A or its affiliate owns all Customer Data collected by or stored on Chick-fil-A platforms or systems. The Operator shall use any such Customer Data only in connection with operating the Businesses and only in accordance with the standards and policies that Chick-fil-A establishes from time to time, if any, and shall not sell, transfer, or use Customer Data for any purpose other than operating the Businesses and marketing the Businesses and the Products.

15.5 All reports and fee receivable reports, including but not limited to any Fee Calculation Report, furnished to the Operator by Chick-fil-A pursuant to Section 14 hereunder shall conclusively be deemed true and correct and binding upon the Operator and be incontestable, unless the Operator shall deliver to Chick-fil-A specific written objection to the contents of such a report, setting forth the specific transactions or items objected to and the basis of such objections, within six (6) months from the date such report was delivered, transmitted, or otherwise made available to the Operator. No action, suit, proceeding or claim arising out of or concerning any Fee Calculation Report or other fee receivable report rendered by Chick-fil-A hereunder may be brought or maintained against Chick-fil-A unless commenced within one (1) year after the date such report is delivered, transmitted or otherwise made available to the Operator; otherwise, the claim and the right to any remedy, if any, shall be deemed released, waived and otherwise lost.

SECTION 16 – TRAINING

In order to (i) attempt to achieve the most profitable possible operation by the Operator of the Businesses, (ii) protect the high quality and uniform consistency of the Products, and (iii) protect the reputation and goodwill of the Businesses, all other Restaurants, the Marks, Chick-fil-A and the System, Chick-fil-A will offer the Operator, an initial training program, the length, location, program and frequency of which shall be determined by Chick-fil-A, and the Operator (and, as applicable, the Operator-Owner) shall participate in and successfully complete the initial training program to Chick-fil-A's satisfaction. In the event this Agreement is terminated as to all then-existing Businesses for any reason by the Operator at any time after the date hereof but prior to the one (1) year anniversary of the Commencement Date, if any, for the Initial Business (if the Initial Business is the Operator's first Chick-fil-A Restaurant), the Operator shall reimburse Chick-fil-A upon request after such termination for all costs and expenses incurred by Chick-fil-A in the training of the Operator. The Operator (and, as applicable, the Operator-Owner) may also be required to participate in other training programs, if any, offered by Chick-fil-A from time to time.

SECTION 17 – ADVERTISING

17.1 Chick-fil-A or its designee shall at Chick-fil-A's election exclusively maintain and administer a fund (the "Fund") for branding, advertising, marketing, promotional activities, promotional materials and public relations and/or national, regional and/or local branding, advertising, marketing, promotional activities and promotional

materials for the Restaurants (the "Advertising"), and shall direct all Advertising (including, without limitation, the concepts, materials, endorsements and media used and the placement and allocation of all contributions to the Fund) pursuant to its sole and exclusive business judgment. To support the Advertising, the Operator, with respect to each Business, shall pay into the Fund each calendar month during that portion of the Agreed Term of a Business following the Commencement Date of such Business, or on such other frequency and terms as Chick-fil-A shall determine, an amount to be determined by Chick-fil-A from time to time hereafter (the "Advertising Contributions"). Said Advertising Contributions shall be part of the Fund and are nonrefundable.

17.2 The Fund may be maintained by Chick-fil-A on the Operator's books, as a separate bank account in Chick-fil-A's name, or in a segregated, group and/or general bank account(s) that include the Operator's funds, other franchisees' funds and/or Chick-fil-A's funds (provided Chick-fil-A maintains appropriate accounting procedures to distinguish between or among any such group or general bank account(s)), in Chick-fil-A's sole and exclusive business judgment. Any and all interest which may accrue or be earned on funds that are part of the Fund shall belong to Chick-fil-A and be to Chick-fil-A's benefit. The funds contributed to the Fund are not and shall not be considered to be trust funds and the account(s) maintaining such funds are not and shall not be considered to be trust accounts.

17.3 The Operator acknowledges and agrees that the Fund and the Advertising are intended to maximize general public recognition and acceptance of the Marks and that Chick-fil-A or its designee(s), if any, may administer and use the Fund for national, regional and/or local branding, advertising, marketing, promotional activities, promotional materials, and public relations, including development and production of branding, advertising, marketing and promotional programs and materials, purchase of media, field marketing programs and activities, promotion, new product research and development, quality control, market research, talent fees, website development and maintenance, social networking sites, web-based advertising development, and trade shows. The Operator further agrees that Chick-fil-A may use the Fund to meet any and all Chick-fil-A and third-party costs and expenses incurred incident to the Advertising (including, without limitation, costs and expenses related to the formulation, development, production, media and conduct of such branding, advertising, marketing, promotion, public relations and the administration of the funds used therefor).

17.4 For each calendar month during that portion of the Agreed Term of a Business following the Commencement Date of such Business, Chick-fil-A in its sole and exclusive business judgment, may require the Operator to make expenditures on local branding, advertising, marketing, promotional activities and promotional materials ("Local Advertising") with respect to such Business in an amount equal to all or a portion of the Advertising Contributions which would otherwise be payable to the Fund by the Operator for such calendar month, said expenditures being in lieu of payment of such amount of Advertising Contributions and which amounts are non-refundable. Chick-fil-A may suspend or revoke any such requirement at any time, and upon such suspension or revocation and at Chick-fil-A's election, the Operator shall resume the Operator's payment each calendar month of the full amount of Advertising Contributions to the Fund. The Operator acknowledges and agrees that Chick-fil-A is not required to ensure that the Operator benefits directly or *pro rata* from the Advertising, the expenditure of any Advertising Contributions or the administration of the Fund.

17.5 In order to protect the "Trade Secrets" and the "Confidential Information" (as such terms are defined below in Section 18) and the Marks and other interests of Chick-fil-

A, the Operator shall submit to Chick-fil-A for Chick-fil-A's prior approval (except with respect to prices to be charged) samples of all branding, advertising, marketing and promotional materials which the Operator intends to use in Local Advertising and which have not been prepared or previously approved by Chick-fil-A or its designated agent. Chick-fil-A may offer to the Operator, from time to time, for use in Local Advertising, marketing and customer educational plans and materials, including without limitation, television and radio commercial recordings, merchandising materials, sales aids, special promotions and similar advertising, marketing, training and educational materials, at a reasonable price, plus shipping and handling. Notwithstanding Chick-fil-A's prior approval of any branding, advertising, marketing or promotional materials, all materials which the Operator uses in Local Advertising must meet and comply with Chick-fil-A's then-current policies, procedures, standards and requirements for branding, advertising, marketing and promotional materials, as specified by Chick-fil-A from time to time.

17.6 The Operator specifically acknowledges and agrees the Operator has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Marks through or on the internet without Chick-fil-A's prior written approval. As a condition to granting any such consent, Chick-fil-A shall have the right to establish such requirements as Chick-fil-A deems appropriate, including, but not limited to, the requirement that the Operator's only presence on the internet shall be through a webpage established by Chick-fil-A on Chick-fil-A's webpage or Website. As used in this Agreement, the term Website means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any Website proposed or established by the Operator shall otherwise be deemed to be "Local Advertising" under this Agreement, and will be subject to, among other things, Chick-fil-A's approval and then-current policies, procedures, standards and requirements under this Section 17.

17.7 The Operator's use of any unapproved branding, advertising, marketing or promotional materials used in Local Marketing, or the Operator's use of any branding, advertising, marketing or promotional materials which otherwise do not comply with the policies, procedures, standards and requirements for such materials, as specified by Chick-fil-A from time to time, shall constitute a breach of this Agreement.

17.8 From time to time, Chick-fil-A and/or the Fund may establish temporary or permanent promotional campaigns applicable to the Chick-fil-A System as a whole or to specific advertising market areas. The Operator must display promotional signs and materials and otherwise participate in any such promotional campaigns in the manner Chick-fil-A specifies. The Operator may, at Chick-fil-A's election, be required to participate in these promotional programs at the Operator's own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including but not limited to counter cards, posters, banners, signs, photographs, give-away items and gift cards.

17.9 The Operator shall allow Chick-fil-A and its representatives and agents to take photographs, videos or any electronic record of the Business and the Operator in connection with the Business and to interview the Operator. Chick-fil-A and its authorized third parties will have the exclusive right and license to use any such photograph, video, electronic record or other material prepared, and Chick-fil-A will not have any obligation to obtain the Operator's authorization, or to compensate the Operator in any manner, in connection with the use of these materials for advertising, training or other purposes. The Operator (and as applicable, the Operator-Owner) waives all claims related to publicity

or privacy rights in these photos and, upon Chick-fil-A's request, will obtain waivers of all publicity or privacy rights from all applicable contractors and persons.

SECTION 18 – TRADE SECRETS AND CONFIDENTIAL INFORMATION

18.1 Notwithstanding other definitions set forth in this Agreement, the term "Confidential Information" means all development and research manuals and records, market research, technical and other data, and preparation, installation or maintenance instructions or specifications relating directly to the Products and Equipment (except to the extent information as to any Product or Equipment purchased by Chick-fil-A from an independent supplier is known to the general public), the Ingredients or the Methods, all materials, information and data contained or otherwise set forth in the Manuals, Chick-fil-A's non-public Website(s) and intranet(s), information or computer systems, or otherwise distributed to the Operator (and, as applicable, the Operator-Owner) at a Chick-fil-A training program, seminar or workshop, and all other materials, information and data of Chick-fil-A treated by Chick-fil-A as confidential or proprietary, whether or not marked confidential, including, without limitation, any prototypes, developmental models or designs, test products or equipment. The term "Trade Secrets" means all Confidential Information that is either a trade secret of Chick-fil-A under the laws and decisions of the State of Georgia, or a trade secret of CFA Properties under the laws and decisions of the State of Delaware, including without limitation, the Methods, certain Ingredients (including without limitation the Chick-fil-A seasoning and seasoned coater), and all other non-public Intellectual Property. To the extent that applicable law mandates a definition of "trade secret" inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

18.2 The Operator hereby acknowledges, agrees and warrants that:

(a) during the Agreed Terms of the Businesses, the Operator (and, as applicable, the Operator-Owner) is likely to be given access to and to become acquainted with or aware of the Trade Secrets and certain Confidential Information;

(b) the Operator understands that the Trade Secrets and Confidential Information were developed, designed and refined by Chick-fil-A at substantial expense, over long periods of time, and that they are secret, confidential and unique to the extent Chick-fil-A can make them such and that they all constitute the exclusive property of Chick-fil-A and/or CFA Properties; and

(c) the restaurant business is highly competitive and, as a result, the publication, disclosure, transfer, release or use of the Trade Secrets or Confidential Information, in any manner, except as required or authorized in writing by Chick-fil-A or otherwise permitted hereunder, would cause significant, irreparable and long-term damage to Chick-fil-A and CFA Properties.

18.3 The Operator covenants, agrees and warrants that the Operator (and, as applicable, the Operator-Owner) will not, during any Agreed Term or at any time after termination of any Agreed Term, without the express prior written consent of Chick-fil-A, publish, disclose, transfer, access, release or divulge to any individual or entity, or use other than as Chick-fil-A expressly authorizes or directs in writing, any Trade Secrets.

18.4 The Operator covenants, agrees and warrants that the Operator (and, as applicable, the Operator-Owner) will not, during any Agreed Term or at any time during a period of two (2) years from the first date that no Agreed Term remains in effect hereunder, without the express prior written consent of Chick-fil-A, publish, disclose, transfer, access, release or divulge to any individual or entity,

or use other than as Chick-fil-A directs, any Confidential Information that does not otherwise constitute Trade Secrets.

18.5 The Operator agrees to disclose promptly to Chick-fil-A any idea, concept, technique or material concerning the Products, Methods or the operation of the Business, including any advertising materials, that the Operator (or, as applicable, the Operator-Owner) or any of the Operator's employees create in the operation of the Business or using the assets of the Business, including relating to any aspect of the Products, the Methods or any Trade Secrets or Confidential Information (collectively, "Ideas"). Chick-fil-A or CFA Properties shall own all rights in any and all Ideas. Any copyrightable Ideas discovered or prepared by the Operator (or, as applicable, the Operator-Owner) are "works for hire" under the Copyright Act and Chick-fil-A or CFA Properties will be considered the author and owner of these copyrightable works. If Ideas do not qualify as works made for hire, by signing this Agreement, the Operator assigns to Chick-fil-A and CFA Properties ownership of any and all rights the Operator (and, as applicable, any Operator-Owner) may have, if any, in Ideas. Chick-fil-A and CFA Properties may use the Ideas and any other information provided by the Operator (and, as applicable, the Operator-Owner) in any manner deemed appropriate without compensation. The Operator will, upon request, promptly execute all applications, assignments, or other instruments that Chick-fil-A or CFA Properties deems necessary to apply for and obtain invention rights, patents, patent applications, letters patent, copyrights, trademarks, and reissues of any of these rights in the United States and foreign countries on Ideas and to confirm the assignment to Chick-fil-A or CFA Properties in this Section 18.5 of the sole and exclusive rights, title, and interest in and to the Operator's (and, as applicable, the Operator-Owner's) right in and to Ideas.

SECTION 19 – USE OF THE MARKS

19.1 CFA Properties has granted Chick-fil-A a license to use and to sublicense others to use the Marks and the Intellectual Property owned by CFA Properties including, but not limited to, in the manner contemplated by this Agreement. The Operator agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or Chick-fil-A, as applicable, or their respective successors in interest, as owner or licensee, as applicable.

19.2 The Operator specifically acknowledges and agrees that the Marks and all goodwill associated therewith in the United States of America and worldwide are the exclusive and valuable property of CFA Properties; that Chick-fil-A has the right to use, and to sublicense others to use, the Marks; and that any use of the Marks by the Operator is solely in the Operator's limited, non-exclusive role as a licensee of Chick-fil-A under this Agreement; and that any and all goodwill which might be deemed to have arisen or to arise in the future through the Operator's use of the Marks or other activities under this Agreement, inures directly and exclusively to the benefit of CFA Properties or Chick-fil-A, as applicable. The Operator shall not use the Marks in any manner, either directly or through any other person or entity, other than as specifically allowed by the terms hereof or as otherwise expressly approved or required by Chick-fil-A pursuant to the terms hereof. Chick-fil-A grants the Operator no other rights with respect to the Marks. The Operator further covenants and agrees that the Operator (and, as applicable, the Operator-Owner) will not take, nor knowingly permit, any action which will in any way prejudice or harm the Marks or ownership thereof, or Chick-fil-A's right to use and to license others to use the Marks.

19.3 Chick-fil-A shall have the right, in its sole and exclusive business judgment, to protect and defend the Marks at its own expense. The Operator agrees to cooperate with Chick-fil-A in the defense and protection of the Marks and shall promptly and fully advise Chick-fil-A of all knowledge the Operator has concerning any use of a trade name, trademark or other mark that may infringe upon any of the Marks.

19.4 Upon termination of this Agreement with respect to all of the Businesses, for whatever reason, the Operator shall abandon at once any and all use of the Marks for any purpose whatsoever.

SECTION 20 – COMPETITION

20.1 The Operator covenants, agrees and warrants that during any Agreed Term, the Operator (and, as applicable, the Operator-Owner) will not own or be employed or engaged by any individual or entity as a manager, operator or supervisory employee of any other fast food or quick-service restaurant(s) located at or within five (5) miles of any Site under this Agreement; provided, however, nothing in this Agreement shall be construed to prohibit the Operator (or, as applicable, the Operator-Owner) from being employed in the operation of the Businesses or owning the Operator if an entity.

20.2 The Operator covenants, agrees and warrants that for a continuous period of one (1) year from the first date that no Agreed Term remains in effect hereunder the Operator (and, as applicable, the Operator-Owner) will not own or otherwise be employed or engaged by any individual or entity as a manager, operator or supervisory employee of any fast food or quick-service restaurant(s) located at or within five (5) miles of any Site under this Agreement, other than another Restaurant under an effective franchise agreement with Chick-fil-A. The Operator acknowledges and agrees that, by reason of Chick-fil-A's investment of time and money to develop the System and in the Operator's receipt of training, the Operator (and, as applicable, the Operator-Owner) has obtained and possesses specialized skills, information and abilities regarding Chick-fil-A, the operation of a Restaurant and the System as a result of entering into this Agreement and thereafter becoming trained to be and being an Operator hereunder.

20.3 The Operator further covenants, agrees and warrants that the Operator (and, as applicable, the Operator-Owner) have the skill and/or experience necessary to earn a living in a business or job other than the operation of a Restaurant or a similar establishment, and that the Operator (and, as applicable, the Operator-Owner) would not be prevented or prohibited from being employed and earning a living upon termination of this Agreement if the Operator (and, as applicable, the Operator-Owner) were prohibited from engaging in a business competitive with Chick-fil-A as set forth above.

20.4 If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 20 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 20 may and should be modified to the extent or in the manner as is necessary in order for those provisions to be valid and enforceable to the greatest extent possible.

SECTION 21 – TRANSFERABILITY OF INTEREST

21.1 If the Operator is an individual and a signatory to this Agreement in his or her individual capacity, Chick-fil-A may allow the Operator to assign this Agreement to a single corporation, limited liability company or other form of business entity then approved by Chick-fil-A, if the Operator makes a written request to Chick-fil-A and complies with all of the provisions of this Section 21. The Operator acknowledges, agrees and warrants that Chick-fil-A's consent to any proposed transfer shall

be in Chick-fil-A's sole and exclusive business judgment and as such Chick-fil-A may refuse to consent for any reason whatsoever, and Chick-fil-A's consent shall otherwise be conditioned on the Operator meeting Chick-fil-A's then current requirements, which may include without limitation all or any of the following:

(a) The proposed transferee business entity must be newly organized, without prior business activities, and must have organizational documents that clearly state that its activities are confined exclusively to the operation of franchised Chick-fil-A restaurant businesses.

(b) The name of the proposed transferee business entity must not contain any of the Marks including, without limitation, the term "Chick-fil-A®" or "CFA", or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any entity name or other legal name of the proposed transferee business entity or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of the proposed transferee business entity must not contain any derogatory or non-professional terms.

(c) The Operator (and as applicable after any approved assignment, the Operator-Owner) must own and control 100% of the ownership interests in the proposed transferee business entity and act (i) as the sole director and principal executive officer of a corporation, or (ii) the sole member (of a member-managed limited liability company) or sole member and manager (of a manager-managed limited liability company) and principal executive officer, if applicable. The Operator (and as applicable after any approved assignment, the Operator-Owner) and the proposed transferee business entity must, jointly and severally, agree not to permit the issuance of any equity interests in the proposed transferee business entity to any person or entity other than the Operator (and as applicable after any approved assignment, the Operator-Owner), or to make, directly or indirectly, voluntarily or involuntarily, any direct or indirect subsequent pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of any legal or beneficial equity interest in the proposed transferee business entity, this Agreement or any interest in the Businesses, or any right or obligations thereunder, either voluntarily or involuntarily, or by operation of law.

(d) The certificate of incorporation, by-laws, certificate of formation, operating or limited liability company agreement and other formation and organizational documents of the proposed transferee business entity, must recite in a form satisfactory to Chick-fil-A that the issuance and transfer of any securities is restricted by the terms of this Agreement, including this Section 21.

(e) Each stock certificate, certificate of membership interest or other equity interest must contain and conspicuously display a statement in a form satisfactory to Chick-fil-A that it is held subject to, and that further assignment, transfer, gift, pledge or hypothecation thereof is subject to, all restrictions imposed upon assignment by this Agreement. In addition, the organizational documents of the proposed transferee business entity must provide that further assignments, transfers, gifts, pledges or hypothecations of the equity interests are prohibited and otherwise subject to all restrictions imposed upon assignments and transfers in this Agreement.

(f) The Operator shall execute and deliver an Assignment and Consent to Assignment, in the form prescribed by Chick-fil-A (the "Assignment").

(g) Under the Assignment, the Operator (and as applicable, the Operator-Owner) must agree to continue to be personally bound by, and personally liable for the breach

of, each and every term and condition of this Agreement. Additionally, the Operator (and as applicable, the Operator-Owner) must guarantee the full and faithful performance by the proposed transferee business entity under this Agreement.

(h) Under the Assignment, the proposed transferee business entity must agree to be bound by all of the provisions of this Agreement and to assume and discharge all of the Operator's obligations hereunder.

(i) The Operator must provide Chick-fil-A with copies of all governing documents of the proposed transferee business entity (e.g., certificate of incorporation or organization, by-laws, stock certificates, operating agreement, membership certificates (if any), etc.) which must be reasonably satisfactory to Chick-fil-A in its sole and exclusive business judgment. The Operator will provide Chick-fil-A with copies of all such governing documents within 30 days following any request.

(j) The Operator must maintain the transferee business entity in good standing in the jurisdiction of its formation, and if applicable, also as a foreign business entity in the state in which the Business is located. The Operator will provide Chick-fil-A with evidence of good standing and legal existence within 30 days following any request.

(k) Under the Assignment, and after any approved assignment during the remaining Agreed Term for any Business, the Operator-Owner shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community where the Business is located and in the nation as a whole, and to diligently develop and promote personally the reputation and the goodwill of the Business, the Marks and Chick-fil-A.

21.2 Except as expressly authorized and provided for above in this Section 21, this Agreement is not assignable or transferable in whole or in part by the Operator or, as applicable, the Operator-Owner, voluntarily or involuntary, including by will, trust or other instrument, by operation of law or otherwise. Accordingly, except as set forth above, the Operator (and, as applicable, the Operator-Owner) may not pledge, sell, assign, encumber, gift, transfer or hypothecate, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, this Agreement nor any legal or beneficial interest in this Agreement, the Businesses, the Sites or the approved transferee business entity, to any person or entity, and the Operator (and, as applicable, the Operator-Owner) further may not assign the Operator's estate or interest in or sublet the Sites or the Businesses. No proposed pledge, sale, assignment, encumbrance, gift, transfer or hypothecation, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law or otherwise, of this Agreement, the Businesses, the Sites or any interest in any approved transferee business entity shall be made or of any force and effect without Chick-fil-A's written consent and the Operator' full and strict compliance with and performance of all the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26.

21.3 At all times during the term of this Agreement, this Agreement, including any attached Lease(s) and any attached Concession Sublicense Agreement(s) for any Captive Venue Unit(s), and all legal, beneficial or equity interest in this Agreement, any attached Lease(s) and any attached Concession Sublicense Agreement(s) for any Captive Venue Unit(s), the Businesses and their operations, and the Sites must be in the name of the Operator including, if applicable, any transferee business entity that is approved by Chick-fil-A pursuant to the terms, conditions,

representations, warranties, covenants and agreements of this Section 21 and Section 26 and expressly appointed and named by Chick-fil-A as the franchised Operator under this Agreement. Failure to comply with this Section 21 is a default of this Agreement and shall be grounds for immediate termination of this Agreement without opportunity to cure under Section 24.

21.4 Chick-fil-A shall have the right to transfer or assign this Agreement or any part of its rights or obligations under this Agreement to any person or entity, at any time, in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A hereunder shall inure to and be binding upon any such assigns. The Operator further acknowledges that Chick-fil-A can sell its assets, sell securities in a public offering or in a private placement, merge with, acquire, or be acquired by another person or entity, or undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring, without restriction and without affecting the Operator's obligations under this Agreement. The Operator specifically waives any claims, demands, or damages against Chick-fil-A and its affiliates, and their respective officers, directors, shareholders and employees, arising from or related to any transfer or other restructuring or reorganization Chick-fil-A or its affiliates may accomplish.

SECTION 22 – REMEDIES

22.1 The Operator, and as applicable, the Operator-Owner, acknowledge, agree and warrant that any unauthorized disclosure or misuse of the Trade Secrets and/or the Confidential Information or the Marks, failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A upon termination or expiration of this Agreement, or other breach of the Operator's obligations under Sections 18, 19, 20, 21, 23, 24.5 or 24.6 of this Agreement would result in irreparable damage and harm to Chick-fil-A that could not be adequately compensated by money damages or other remedy at law. Accordingly, in the event of such unauthorized disclosure or misuse by the Operator (or, as applicable, the Operator-Owner) of the Trade Secrets, the Confidential Information or the Marks, or the failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized Operator upon termination or expiration of this Agreement, or other breach of the Operator's obligations under Sections 18, 19, 20, 21, 23, 24.5 or 24.6, Chick-fil-A shall be entitled, if it so elects, in addition to any other remedies available to it, to immediate equitable relief therefor, including without limitation a temporary restraining order or preliminary injunction which may include an order for specific performance. Further, if Chick-fil-A brings such an action for equitable relief, the Operator, and, as applicable, the Operator-Owner, hereby waive the defense that Chick-fil-A has an adequate remedy at law.

22.2 Nothing in this Section 22 shall be deemed to limit Chick-fil-A's remedies at law or in equity for any breach by the Operator of any provision of this Agreement. Furthermore, nothing in this Section 22 or otherwise contained in this Agreement shall limit, abridge or modify the rights of Chick-fil-A or CFA Properties in and to the Trade Secrets and the Confidential Information under any applicable trade secret, trademark, patent, unfair competition or other law of any state or of the United States.

22.3 The Operator, and, as applicable, the Operator-Owner, agree that in the event the enforceability of any of Sections 18, 19, 20 or 21 above (the "covenants") contained in this Agreement is (are) the subject of a legal dispute that does not initially result in an injunction to prevent the Operator's, and, as applicable, the Operator-Owner's breach or violation of any such covenants, but that does ultimately result in a decision by a court of competent jurisdiction that the covenant(s) is (are) enforceable, the time periods of such covenant(s) shall be deemed tolled upon the

filing of the lawsuit until the dispute is finally resolved and all periods of appeal have expired. Nothing above changes that the Operator, and, as applicable, the Operator-Owner, shall otherwise be required to comply with their respective obligations under this Agreement with regard to such restrictions during the time periods within which any tolling of such covenant(s) occurs.

SECTION 23 – RESTRICTIONS DEEMED REASONABLE

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given, not based on any representations or statements of any kind made by any agent or representative of Chick-fil-A as to the legal or business consequences of this Agreement, but after the Operator has obtained all professional advice necessary for the Operator's full understanding of the consequences hereof.

SECTION 24 – TERMINATION

24.1 Notwithstanding any other remedies contained in this Agreement, Chick-fil-A, in the exercise of its sole and exclusive business judgment, may terminate this Agreement as to one or more or all of the Businesses immediately upon giving notice thereof, without any further obligation or liability to the Operator, if any one or more of the following events or circumstances should occur with respect to the Operator (or, as applicable, the Operator-Owner), or any one or more of the Businesses:

(a) the Operator (or, as applicable, the Operator-Owner) or any of the Operator's employees commits an act or engages in public conduct which, in the exercise of Chick-fil-A's sole and exclusive business judgment, subjects Chick-fil-A, the Restaurants, the Marks, or the System to public scandal or ridicule or otherwise reflects materially and unfavorably upon Chick-fil-A, the Restaurants, the Marks, or the System;

(b) the Operator breaches, threatens to breach or fails to perform as specified in this Agreement any duty or obligation of the Operator pursuant to the terms of this Agreement, including any attached Lease(s), any applicable Prime Lease, Ground Lease, Title Documents, any attached Concession Sublicense Agreements and its attached Concession Agreement (and any applicable Prime Lease, Ground Lease or Title Documents) for any Captive Venue Unit(s), any Food Truck License and Sublease Agreement and its attached Food Truck Lease, the Manuals, the Guidelines, or as may be required by any other operating standard or policy, including the Operator's failure to pay to Chick-fil-A any required payment due under this Agreement or any other agreement between Chick-fil-A and the Operator, including without limitation the payments set forth in Section 14 above, on the date such payment is due;

(c) the business of Chick-fil-A is discontinued;

(d) the Operator (or, as applicable, the Operator-Owner) commits an act of fraud, embezzlement or theft against Chick-fil-A, its Suppliers, employees or agents, or intentionally underreports or understates Gross Receipts to Chick-fil-A;

(e) the Operator or, as applicable, the Operator-Owner files, or consents by answer or otherwise to the filing against the Operator or, as applicable, the Operator-Owner of, a petition for relief or any other petition in bankruptcy, or a petition to take advantage of any bankruptcy or insolvency law of any jurisdiction;

(f) the Operator or, as applicable, the Operator-Owner makes a general assignment for the benefit of creditors or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of himself/herself or of any substantial part of the Operator's or, as applicable, the Operator-Owner's properties;

(g) the Operator or, as applicable, the Operator-Owner is adjudicated or becomes insolvent;

(h) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to the Operator or any substantial part of the Operator's (or, as applicable, the Operator-Owner's) properties; or an order for relief is entered in any case for the Operator (or, as applicable, the Operator-Owner) to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to the Operator (or, as applicable, the Operator-Owner); or a petition for such relief is filed against the Operator (or, as applicable, the Operator-Owner) and not dismissed or stayed within sixty (60) calendar days;

(i) material failure to comply with the Guidelines, including the Manuals, the Methods, the Minimum Standards or any of Chick-fil-A's other then-current policies, procedures, programs, and other standards and specifications, including, without limitation, those issued pursuant to Sections 12 and 14 above;

(j) the Operator (or, as applicable, the Operator-Owner) fails to participate in or otherwise successfully complete the initial training program provided pursuant to Section 16 as determined by Chick-fil-A in its sole and exclusive business judgment;

(k) the Operator (or, as applicable, the Operator-Owner) violates or otherwise fails to comply with the in-term covenant against competition set forth in Section 20;

(l) the Operator opens any Business on a Sunday or on Christmas Day;

(m) if the Operator (or, as applicable, the Operator-Owner) or anyone acting on either the Operator's or the Operator-Owner's behalf, interest or direction purports to transfer or assign this Agreement or any rights or obligations under this Agreement to any third-party without Chick-fil-A's approval or otherwise meeting all of the terms, conditions and requirements set forth in Sections 21 and 26;

(n) continuance, in whole or in part, of the operation of any Business or of the license granted to the Operator under this Agreement, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation of any of the above (collectively a "Law"), or by the actions of any civil or military authority purporting to act under any Law, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity; or

(o) any other event occurs which under applicable law is grounds for terminating this Agreement.

The Operator acknowledges and agrees that, if any one or more of the foregoing events or circumstances described in this Section 24.1 above do occur with respect to the Operator (or, as applicable, the Operator-Owner), or any one or more of the Businesses, such event or circumstance shall constitute a material breach of, and a material default under, this Agreement and violate the essence of the Operator's obligations under this Agreement and, without prejudice to any other rights or remedies at law or in equity, Chick-fil-A shall have the right to terminate this Agreement as to one or more or all of the Businesses pursuant to the terms set forth above.

24.2 Either Chick-fil-A or the Operator, in the exercise of their respective sole business judgment, may terminate this Agreement as to one or more of the Businesses, without cause, upon thirty (30) days' prior written notice to the other; provided however, in the event this Agreement is terminated by the Operator pursuant to this Section 24.2, the effective date of such termination shall be the last day of any given calendar month immediately following the thirty (30) day notice period or such earlier date as agreed upon by the parties in writing.

24.3 Chick-fil-A, in the exercise of its sole and exclusive business judgment, may terminate this Agreement as to one or more of the Businesses, without cause, immediately upon giving written notice to the Operator and paying him for each terminated Business the greater of: (i) One Thousand and No/100 Dollars ($1,000.00); or (ii) one-twelfth ($1/12^{th}$) of the total amount of the Base Profit and Additional Profit paid or to be paid to the Operator for the twelve (12) full calendar months immediately preceding such termination (or, if the Operator actually operated such Business for fewer than twelve (12) full calendar months immediately preceding such termination, then the total amount of the Base Profit paid or to be paid to the Operator for such lesser period of actual operation divided by the number of full calendar months contained in such lesser period), as liquidated damages and not as a penalty, such amount being considered by both Chick-fil-A and the Operator to be a reasonable pre-estimate of the Operator's probable monetary losses under this Agreement, if any, which are difficult or impossible to calculate at the time of the execution of this Agreement. Such liquidated damages shall be deemed in full accord and satisfaction of any rights or claim which the Operator may have against Chick-fil-A arising out of or relating to such termination.

24.4 During either the period of time prior to the Commencement Date or the ninety (90) day period following the Commencement Date for the Initial Business, Chick-fil-A shall have the right and option to terminate this Agreement, without cause and for any reason, or no reason, immediately upon giving written notice to the Operator, and without payment of any consideration whatsoever.

24.5 If this Agreement is terminated under one of Sections 24.1 through 24.4 or otherwise terminates or expires, then the Lease or as applicable the Concession Sublicense Agreement for the applicable Site shall also immediately and automatically terminate and expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A shall have the right to enter upon and take possession of the Site of the terminated Business without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site of such terminated Business immediately upon the termination or expiration of this Agreement and/or the accompanying Lease or Concession Sublicense Agreement for such Site, and to permit the peaceable possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new

authorized Operator. If any applicable law or rule of any jurisdiction is deemed to require a greater notice of the termination of or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, the prior notice or other action required by law or rule shall be substituted for the notice or other action required in this Agreement provided that the jurisdictional and other requirements of any such law or rule are met independently and without reference to this Section 24.5.

24.6 Upon the normal expiration of the Agreed Term of a particular Business, or upon the termination of this Agreement as to a particular Business for any reason, the Operator shall, with respect to such Business:

(a) immediately return to Chick-fil-A all of the Equipment;

(b) immediately pay Chick-fil-A the full amount of all sums due under this Agreement;

(c) immediately cease to communicate, divulge, use or access the Trade Secrets, the Confidential Information, the Marks, "Be Our Guest Cards", any confusingly similar names, marks, systems, insignia, symbols or other rights, procedures or methods or any other Intellectual Property;

(d) if all Businesses are terminated, immediately return the Manuals, and all other manuals, marketing materials (including without limitation, all "Be Our Guest Cards" in the Operator's possession), plans and specifications, designs, records, data, samples, models, programs, handbooks, codes, passwords or drawings relating to the Products, the Ingredients, the Guidelines, the Methods, the Minimum Standards, any other Intellectual Property or otherwise touching or concerning the operation of the Businesses; and

(e) take such actions as may be necessary to terminate any local bank account(s), execute and deliver any and all documentation relating to the termination of any other banking arrangement, credit card processing agreements, third party delivery agreements or any other arrangements established by the Operator pursuant to Section 14.12 hereof and to pay or otherwise satisfy all remaining fees and expenses accrued or anticipated to accrue in connection therewith through the bank account termination date.

24.7 Following the normal expiration of the Agreed Term, or following the termination of this Agreement for any reason, as to all the Businesses, Chick-fil-A shall repay to the Operator the working capital deposit paid by the Operator to Chick-fil-A pursuant to Section 3 above, less any expenses or then-known losses incurred by or imposed upon Chick-fil-A for or on account of the Businesses that should have been but were not paid or were paid but should not have been paid by the Operator. Chick-fil-A will make such payment to the Operator within such period of time following the expiration of the Agreed Terms, or the termination of all the Businesses as Chick-fil-A reasonably deems necessary or appropriate to determine the amount of all deductions, if any, from the repayment of such working capital deposit.

24.8 The obligations of the Operator, as well as the rights of Chick-fil-A, under Sections 5, 14, 15, 18 through 24 (inclusive), 26, 27 and 28 shall survive any expiration, termination or other cancellation of this Agreement.

SECTION 25 – FRANCHISE RELATIONSHIP

25.1 The relationship of the parties created pursuant to this Agreement is intended by each party to this Agreement to be and is that of a franchise between Chick-fil-A and the Operator, who is a separate and independent business owner, whether a person or entity, and neither party (nor any of their respective employees, agents, or representatives) shall incur any claim, debt, liability or obligation, other than as specifically set forth in this

Agreement, to any person or entity, including without limitation the other party, for any action or omission undertaken pursuant to or as a result of this Agreement or under any other circumstances. The parties acknowledge and agree that the creation of the above described relationship and each party's respective ability to perform and to be legally recognized as being in and having the relationship as set forth above and not another during the term of this Agreement is part of the essence and a principal purpose of this Agreement.

(a) Nothing in this Agreement makes or shall be deemed to make in law or fact the Operator (or any individual whose salary, wages or other compensation was or is to be paid by the Operator) a general or special agent, partner, legal representative, fiduciary, joint venturer, joint employer, co-employer or employee with or of Chick-fil-A. In all public records in the Operator's relationship with all other persons or entities, and in any document, the Operator agrees to indicate clearly the independent ownership and operation by the Operator of the Businesses. The Operator shall not make any express or implied agreements, warranties, guarantees or representations or incur any debt or obligation in Chick-fil-A's name or on its behalf or represent that the relationship of the parties hereto is anything other than that of a franchisor and franchisee who are separate and independent businesses. Chick-fil-A will not be obligated by or have any liability under any agreements made by the Operator with any third party or for any representations made by the Operator to any third party. The Operator shall, upon commencement of the Operator's duties at the Site of any Business and periodically thereafter, inform each employee that Chick-fil-A is not such employee's employer. The Operator further agrees to hold itself out to the public as a separate and independent business owner operating the Businesses pursuant to a franchise with Chick-fil-A. . The Operator agrees to take such affirmative action as may be necessary to do so, including with regard to signage, forms, solicitations, business cards, stationery, advertising, policies, handbooks, third-party communications and other materials.

(b) Although Chick-fil-A retains the right to establish and modify the System and Minimum Standards, the Operator has and shall retain the sole responsibility for and authority to control the day-to-day management and operation of the Businesses and implementing and maintaining the Manuals and the Minimum Standards at the Businesses. The Operator further acknowledges and agrees, that the various standards, requirements, specifications and procedures of the System, whether set forth in the Manuals, Minimum Standards or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Chick-fil-A controls or has the authority or right to control any aspect or element of the day-to-day operations of the Businesses, but only constitute standards the Operator must adhere to when exercising Operator's own sole control of the day-to-day operations of the Businesses.

(c) Chick-fil-A and the Operator recognize and agree that Operator's employees are exclusively employed and will remain exclusively employed at all times during the Term of this Agreement by the Operator, and Chick-fil-A does not and will not employ, co-employ or jointly employ Operator's employees [delete - at the Site], and does not and will not control or have the authority or right to directly or indirectly control labor or employment matters for the Operator and that the Operator, and not Chick-fil-A, is solely responsible for controlling and has the sole authority and right to control the terms and conditions of employment for the Businesses and the Operator's employees, including but not limited to hiring, determining compensation and benefits for, establishing schedules and employment duties for, training, managing and supervising, promoting, disciplining, terminating, paying all wages, benefits and employee-related liabilities for, determining staffing levels, tasks to be

performed and workplace health and safety rules for such employees.

25.2 The Operator and Chick-fil-A acknowledge that any covenants or other duties imposed upon the Operator by this Agreement are not intended to control or otherwise affect the time, manner or method of the Operator's day-to-day operation of the Businesses but rather to ensure that: (i) the image of the Businesses, as ultimately seen and judged by its customers, is as positive as possible and therefore such that the Businesses can be operated for the greatest mutual benefit of the Operator and Chick-fil-A; (ii) the Trade Secrets, the Confidential Information and other proprietary rights of Chick-fil-A and CFA Properties are adequately protected; and (iii) all Minimum Standards are maintained in order to ensure that all customers receive a consistent brand experience, and the Operator has the capability to meet and be in full compliance with Chick-fil-A's food safety and product quality standards.

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25.3 The Operator acknowledges that the Operator has conducted an independent investigation of the Businesses contemplated by this Agreement and recognizes that such Businesses involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person. Chick-fil-A expressly disclaims the making of, and the Operator acknowledges that the Operator has not received, any warranty, representation, claim or guarantee, express or implied, as to the potential volume, profits, earnings or success of the Businesses contemplated by this Agreement.

SECTION 26 – REPRESENTATIONS AND WARRANTIES

26.1 In order to induce the Operator to enter into this Agreement, Chick-fil-A hereby represents, warrants and agrees that:

(a) Chick-fil-A has the full power, authority, ability and the legal right to grant the rights, licenses and privileges conveyed to the Operator in this Agreement;

(b) to the best of Chick-fil-A's knowledge, the Operator's operation of the Businesses pursuant to this Agreement shall not infringe upon any proprietary right of any person or entity not a party to this Agreement; and

(c) to the best of Chick-fil-A's knowledge, there are no options, agreements or other licenses of any kind relating to the Businesses which would materially and adversely affect any right of the Operator under or pursuant to this Agreement.

26.2 In order to induce Chick-fil-A to enter into this Agreement, the Operator hereby acknowledges, represents, warrants and agrees that:

(a) the Operator has the full power, authority, ability and the legal right to execute, deliver and perform all provisions of this Agreement;

(b) neither the execution, delivery nor performance of this Agreement or any other agreements contemplated by this Agreement by the Operator will conflict with, or result in a breach of any term or provision of any indenture, mortgage, deed of trust, non-competition covenant, or other contract or agreement to which the Operator is a party or by which the Operator is bound, or breach any order, writ, injunction or decree of any court, administrative agency or governmental body;

(c) one of the foundations of the Chick-fil-A System is Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate their respective Chick-fil-A restaurant businesses (either directly or through an approved entity) devoting full time and personal best efforts to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating

standards and image in the community in which each of their Chick-fil-A restaurant businesses is located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of their Chick-fil-A restaurant businesses, the Marks, Chick-fil-A and the System;

(d) Chick-fil-A's operator selection and transfer approval processes and determinations, including without limitation the application of the processes to the Operator (or, as applicable, the Operator-Owner) and others under or in connection with this Agreement, whether as part of the initial Operator selection process, the consideration and award of the Business or the rights to operate Additional Businesses or different franchises, or as otherwise may be required under this Agreement or by operation of law, are within the sole and exclusive business judgment of Chick-fil-A and may be exercised and made for any reason whatsoever, including by way of illustration Chick-fil-A's consideration of the following qualification and selection criteria: (i) work experience and aptitude; (ii) financial background and creditworthiness; (iii) character, including whether the Operator-candidate has good moral character pursuant to Chick-fil-A's then current criteria; (iv) ability to devote full-time and personal best efforts in operating the franchised business; (v) existing residency or ability to establish legal residency in the locality of the franchised business; (vi) the existence or absence of conflicting interests; (vii) no known superior or equal candidates available for the same franchised business opportunity; (viii) ability and eligibility to attend and successfully complete all required, then-current initial training; (ix) if an existing operator or operator-owner, the existence or absence of defaults and eligibility for the award of additional businesses pursuant to Chick-fil-A's then current policies and procedures; and (x) the operator-candidate otherwise meets Chick-fil-A's then-current standards and criteria for new franchisees and such other operator selection conditions and requirements as Chick-fil-A then applies in the case of an application for a new franchisee to operate a franchised Chick-fil-A restaurant business;

(e) the franchise that is the subject of this Agreement and this Agreement itself are offered and granted by Chick-fil-A to the individual Operator *personally* who is a signatory below, are offered and granted at the conclusion of Chick-fil-A's operator selection process and in reliance on such individual's personal qualifications, experience, aptitude and the other qualifications and selection criteria as described in Section 26.2(c) above, as evaluated by Chick-fil-A, as well as such individual's personal commitment as the Operator (or, as applicable, the Operator-Owner) to devote his or her full time and personal best efforts to operating the Business(es) to attempt to achieve the highest sales and profits possible, and to diligently develop and personally promote the reputation and the goodwill of the Business, the Marks, the System and Chick-fil-A, and, except as expressly provided in Section 21 above, may not be accepted by any other person, heir, successor, partnership, corporation, limited liability company or other entity, or transferred by assignment, will or operation of law;

(f) the Operator (or, as applicable, the Operator-Owner) shall personally take all such actions as are necessary to operate the Businesses as contemplated in this Agreement and otherwise to comply fully with the Operator's duties and obligations under this Agreement;

(g) upon the expiration or termination of this Agreement as to any Business, the Operator will cooperate in making a transition of such Business and the Site for such Business to Chick-fil-A or, at Chick-fil-A's election, a new Operator thereof, so as to minimize damage to the Restaurant, the Marks and the System; and

(h) the Operator shall not make any untrue statements or engage in any unlawful acts which may be injurious to the

Business, the Marks, Chick-fil-A or the System.

SECTION 27 – INDEMNIFICATION

(a) If Chick-fil-A, or a subsequent Operator of any Business or a like business at the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator or the Operator's agents, contractors or employees, (ii) any claimed violation of any law or ordinance by the Operator or the Operator's agents, contractors or employees, (iii) any damages allegedly resulting from a breach by the Operator of this Agreement, including any attached Lease(s) or Concession Sublicense Agreement(s) or Food Truck License and Sublease Agreement(s) or the Operator's obligations under Section 4 hereof, (iv) any damages allegedly resulting from a willful misrepresentation by the Operator or the Operator's agents, contractors or employees to Chick-fil-A, or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator or the Operator's employees, agents, contractors, invitees or customers, then the Operator shall indemnify and hold Chick-fil-A, and any subsequent Operator of the Business or a like business at the Site harmless against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A, the Business, the like business or the subsequent Operator of the Business. At the election of Chick-fil-A, or a subsequent Operator of the Business or like business at the Site, the Operator shall also defend Chick-fil-A, the Business and such subsequent Operator of the Business or like business in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the right of Chick-fil-A, or the subsequent Operator of the Business or like business at the Site to approve counsel selected by the Operator and the conduct and resolution of any such litigation.

(b) The parties expressly understand and agree that the covenants, agreements and services to be rendered and performed by the Operator under this Section 27 will survive any termination or expiration of this Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's obligations under this section will apply with respect to, among other things, the Business, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

SECTION 28 – GENERAL PROVISIONS

28.1 All notices provided for in this Agreement shall be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from any other country or jurisdiction, return receipt requested, addressed to the party to be served at the following address:

If to Chick-fil-A:
Chick-fil-A, Inc.
5200 Buffington Road

Atlanta, Georgia 30349-2998
Attn: Legal Department - Notices

If to the Operator:
at the address set forth on the signature page

Or to such other address as may be designated by such party in a written notice to the other party.

28.2 This Agreement may not be amended, supplemented or otherwise modified orally or by any course of dealing or performance and shall only be deemed amended, supplemented or otherwise modified by a further agreement in writing duly executed and delivered by both parties to this Agreement.

28.3 No failure by either party to this Agreement, at any time, or from time to time, to enforce the strict keeping and performance of any term or condition of this Agreement, nor any action or course of dealing or performance by either party not consistent with the terms and conditions hereof, shall constitute a waiver of any such, or any other, term or condition at any future time and shall not prevent such party from insisting on the strict keeping and performance of such, and all other, terms and conditions at the same and all later times.

28.4 Should a provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing said provision shall not apply the assumption that the terms hereof shall be more strictly construed against the party preparing this Agreement, it being acknowledged that each party (i) has obtained all professional advice that such party deems necessary for the Operator's full understanding of the consequences hereof and (ii) thereafter voluntarily executed and entered into this Agreement.

28.5 Each and every provision of this Agreement is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of this Agreement or any other provision hereof.

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; no other representations have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either party and none shall have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

28.7 This Agreement shall not become valid against either party to this Agreement until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

28.8 The Operator shall comply, and assist Chick-fil-A to the fullest extent possible, in Chick-fil-A's efforts to comply with Anti-Terrorism Laws (as defined below). The Operator certifies, represents, and

warrants that neither the Operator (or, as applicable, the Operator-Owner) nor the Operator's (or, as applicable, the Operator-Owner's) property or interests is subject to being blocked under, and that they otherwise are not in violation of, any of the Anti-Terrorism Laws of the United States. "Anti-Terrorism Laws of the United States" means Executive Order 13224, issued by the President of the United States, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (Public Law 107 56), and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority, addressing or in any way relating to terrorist acts and/or acts of war or related to individuals and entities who conspire to commit acts of terror against any persons, entities or government, or prohibiting corrupt business practices, money laundering or support of persons or entities who conspire to commit acts of terror against any person or government. Any violation of the Anti-Terrorism Laws by the Operator (or, as applicable, the Operator-Owner), or any blocking of the Operator's (or, as applicable, the Operator-Owner's) assets under the Anti-Terrorism Laws, will constitute a material breach and good cause for immediate termination of this Agreement. The above provisions of this section constitute continuing representations and warranties, and the Operator shall notify us immediately in writing of the occurrence of any event or the development of any circumstance that might render the above representation and warranty false, inaccurate or misleading.

28.9 This Agreement is made and takes effect when accepted and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties to this Agreement arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist on the effective date of this Agreement and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s), which are attached to this Agreement as an exhibit, Chick-fil-A's right to enter upon and take possession of any Site, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

28.10 The Operator acknowledges and agrees that the Operator has and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its System operations are conducted and supervised. The parties to this Agreement agree that if any controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship

between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. **THE OPERATOR HEREBY WAIVES ANY AND ALL OBJECTIONS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE FULTON COUNTY, GEORGIA SUPERIOR COURT AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION, AND FURTHER WAIVES ANY AND ALL OBJECTIONS TO THE JURISDICTION OF AND VENUE IN SUCH COURTS, IN AND FOR ALL CASES AND CONTROVERSIES RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP BETWEEN THE OPERATOR AND CHICK-FIL-A.** This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

28.11 The parties acknowledge and agree that only a court that is a court of general jurisdiction may, and under no circumstances shall a magistrate court, justice of peace court, small claims court, housing court, eviction court, dispossessory court, or any other court that is not a court of general jurisdiction, determine any controversy or claim arising out of or relating to the termination of this Agreement or Chick-fil-A's resulting right to enter upon and take possession of any Site, including but not limited to any claim or controversy regarding whether a termination of this Agreement was proper or effective under the Agreement's terms and applicable law.

28.12 A COURT MAY AWARD INJUNCTIVE RELIEF AS WELL AS DAMAGES, BUT WILL HAVE NO AUTHORITY TO AWARD PUNITIVE OR EXEMPLARY DAMAGES.

28.13 THE OPERATOR AGREES TO LITIGATE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT WITH CHICK-FIL-A ONLY ON AN INDIVIDUAL BASIS ONLY. THE OPERATOR AGREES THAT THE OPERATOR SHALL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER FRANCHISED OPERATOR, INDIVIDUAL, OR ENTITY. THE PARTIES AGREE THAT NEITHER PARTY WILL PURSUE ANY CLASS, CONSOLIDATED OR JOINT CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM AND THAT BOTH PARTIES WAIVE THE RIGHT TO PROCEED ON A CLASS-ACTION, CONSOLIDATED OR JOINT BASIS.

28.14 THE OPERATOR MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST CHICK-FIL-A, INC. PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES OF CHICK-FIL-A, INC., AND ITS AFFILIATES SHALL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND SHALL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY THE OPERATOR IF YOUR CLAIM ARISES OUT OF OR RELATES TO THIS AGREEMENT. THE OPERATOR FURTHER AGREES THAT ALL OF THE FOREGOING PARTIES ARE INTENDED BENEFICIARIES OF THIS CLAUSE.

28.15 TO THE FULLEST EXTENT PERMITTED BY LAW, CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY, WAIVE ANY RIGHT CHICK-FIL-A OR THE OPERATOR MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. CHICK-FIL-A AND THE OPERATOR EACH

ACKNOWLEDGE THAT CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.

28.16 The captions or headings of the Sections or other subdivisions hereof are inserted only for convenience and reference and shall have no effect on the meaning of the provisions hereof. Each personal pronoun used in this Agreement, whether masculine, feminine or neuter, shall include the other genders as the context requires or permits.

28.17 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument. This Agreement shall not be effective or binding upon either party until it is accepted and executed by Chick-fil-A in Atlanta, Georgia.

28.18 Except as otherwise expressly stated in this Agreement, any consent or approval required to be obtained from Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks and System overall. The Operator and Chick-fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in which Chick-fil-A has expressly agreed in this Agreement or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in full compliance with all of, or otherwise is in default or breach of any of, the terms and conditions of this Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned or delayed consent or approval in such event shall be as provided in this Section.

EXHIBIT "A" TO FRANCHISE AGREEMENT

LEASE FOR INITIAL BUSINESS

[The Lease is the applicable agreement pursuant to which Chick-fil-A grants the Operator the right to possess the Site for the particular Business for an Initial Business in a traditional location. If the Initial Business is a Captive Venue Unit in a non-traditional location, the Concession Sublicense Agreement and its attached Concession Agreement for the Initial Business will be attached here as Exhibit "A" to Franchise Agreement in substitution for the Lease

EXHIBIT A TO FRANCHISE AGREEMENT

Initial Business Lease Form

LEASE
FOR CHICK-FIL-A RESTAURANT SITE

THIS LEASE (this "Lease") for the Chick-fil-A restaurant site described in this Lease is made by and between CHICK-FIL-A, INC., a Georgia corporation, as landlord having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and _____, a _____ _____, as tenant (the "Operator"), and shall be effective as of the same date that the Franchise Agreement by and between Chick-fil-A and the Operator (the "Franchise Agreement"), to which this Lease is attached, is a part of and is incorporated within, becomes effective.

CHICK-FIL-A, INC., a Georgia corporation
5200 Buffington Road
Atlanta, Georgia 30349-2998

By:_____
Dan T. Cathy, Chief Executive Officer

(CORPORATE SEAL)

Witness

_____
Print name: _____

The Operator:

_____

Witness:

_____
Print name: _____

Date:_____

Site and Business that are the subject of this Lease:
Chick-fil-A at _____
(store name & number)
address_____
city, state_____

This Lease is attached as an Exhibit to, is a part of and is incorporated by reference into the Franchise Agreement.

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EXHIBIT C	RENT CALCULATION REPORT
EXHIBIT D	EQUIPMENT LEASE ADDENDUM

BACKGROUND:

A. Chick-fil-A desires to lease the Site to the Operator, and the Operator desires to lease the Site from Chick-fil-A, subject to the terms and conditions set forth below.

B. Chick-fil-A's lease of the Site to the Operator is part of a set of rights granted by Chick-fil-A to the Operator under a Franchise Agreement to operate a certain quick-service food business at the Site under the trade name "Chick-fil-A" pursuant to the Franchise Agreement.

C. **T**his Lease is attached as an Exhibit to, is a part of and is incorporated by reference into the Franchise Agreement.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

SECTION 1 – DEFINITIONS

1.1 Whenever any defined term contained in this Section 1 is more specifically described in any subsequent Section of this Lease, the more specific description shall control over any conflicting general description. Capitalized terms used but not defined in this Lease shall have the meanings ascribed to them in the Franchise Agreement.

(a) "Additional Charges and Expenses" means all sums other than Base Rent and Percentage Rent payable by the Operator under this Lease as more specifically described in Section 3.3 below.

(b) "Base Rent" is as described in Section 3 below and, to the extent applicable under this Lease, is provided for and more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made a part of this Lease.

(c) "Building" means (i) the building now or hereafter located on the Site if the Business is a freestanding restaurant location, or (ii) the space in which the restaurant is located now or hereafter if the Business is located in a building with other occupants.

(d) "Business" means that certain quick-service food business to be operated at the Site pursuant to the Franchise Agreement.

(e) "Business Day" means any day of the year other than Sundays and Christmas Day.

(f) "Commencement Date" means the date on which the Operator begins on-site, day-to-day operation of the Business and otherwise commences discharging the Operator's obligations operating the Business pursuant to the Franchise Agreement. Notwithstanding anything in this Lease to the contrary, if the Commencement Date has not occurred within one (1) year following the date of execution of this Lease, this Lease shall, at Chick-fil-A's option, to be exercised in its sole and exclusive business judgment, become null and void and otherwise terminate upon Chick-fil-A's written notice to the Operator.

(g) "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in Section 2.8 below and in the Equipment Lease Addendum attached hereto as Exhibit D and made a part of this Lease (together with any replacements of and additions or accessions to the original equipment).

(h) "Initial Term" is defined in Section 2.3below.

(i) "Percentage Rent" is defined in Section 3 below and is provided for and more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made a part of this Lease.

(j) "Permitted Use" means the use and occupancy of the Site solely for the Business during the Term, selling only such products and operating in such a manner as permitted and prescribed pursuant to the Franchise Agreement.

(k) "Rent" means the Base Rent, if any,and Percentage Rent as provided for and more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made part of this Lease.

(l) "Requirements of Law" means all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including without limitation, all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, Environmental Laws (as defined in Section 2.10 below); and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator.

(m) "Site" means the Building and if the real property is owned by Chick-fil-A or leased by Chick-fil-A pursuant to a Ground Lease (as such term is defined below), the real property upon which the Building is situated. A legal description of the Site is set forth on Exhibit A attached to this Lease and made a part of this Lease. The Site is either: (i) owned by Chick-fil-A; (ii) leased to Chick-fil-A pursuant to a lease (a "Prime Lease"); or (iii) leased to Chick-fil-A pursuant to a ground lease (a "Ground Lease"). If Chick-fil-A owns the Site or leases the Site pursuant to a Ground Lease, Chick-fil-A then owns the Building. Any applicable Prime Lease or Ground Lease, and certain Title Documents, as well as other related documents

for the Site, are attached to this Lease as Exhibit B and made a part of this Lease.

(n) "Term" is defined in Section 2.3 below.

(o) "Termination Date" of this Lease shall be the last day of the Term (as defined in Section 2.3 below) or such earlier expiration or termination of the Term pursuant to the terms and conditions of this Lease.

(p) "Title Document" means any instrument now or hereafter of record or otherwise affecting title to or use of the Site.

1.2 Chick-fil-A and the Operator incorporate into this Lease the recitals set forth above as if set forth here in full.

SECTION 2 – SITE, TERM AND USE

2.1 Franchise Agreement. The Operator acknowledges and agrees that its possessory rights under this Lease are derivative of the Operator's status as an Operator under the Franchise Agreement, and that such possessory rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator shall comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator shall constitute a breach of this Lease.

2.2 Site. Effective as of the Commencement Date, Chick-fil-A hereby grants to the Operator a lease, or a sublease if there is a Prime Lease or a Ground Lease, for use and occupancy of the Site described in this Lease, which the Operator shall use and occupy solely for the Permitted Use. The Site, as well as Operator's use and occupancy of the Site, is subject to any and all Title Documents and Requirements of Law.

2.3 Term. The Initial Term means the period of time commencing on the Commencement Date and, unless this Lease is terminated early in accordance with this Section 2.3, Section 2.1, Section 4, Section 6 or Section 10, ending on the Thirty-First day of December of the year in which the Commencement Date occurs. The Initial Term, together with any and all extensions thereof and subject to the rights for earlier termination or expiration pursuant to this Lease or the Franchise Agreement, is sometimes referred to in this Lease as the "Term." Unless this Lease or the Franchise Agreement is terminated earlier, the Term of this Lease shall be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Lease is given by either party hereto to the other at least thirty (30) days prior to the end of then-current Term; provided, however, that this Lease may not be renewed if the Operator does not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. Chick-fil-A reserves the right to change the terms and conditions of this Lease upon such a renewal by giving the Operator a written notice of such changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator shall have fifteen (15) days from the date of such notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew upon the terms offered or not renew upon the terms offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon such changed terms and conditions shall be deemed to be an election by the Operator to terminate this Lease at the end of such Term. Notwithstanding anything in this Lease to the contrary, this Lease shall terminate automatically without any notice to the Operator (i) upon the expiration or earlier termination of the Franchise Agreement or any applicable Prime Lease or Ground Lease, as the case may be, or (ii) if and when the Operator (or as applicable, the Operator-Owner (as that term is expressly defined in the Franchise Agreement)) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform any of their respective obligations under this Lease or under the Franchise Agreement.

2.4 Use. The Operator shall use and occupy the Site solely for the Permitted Use, and shall open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the applicable Prime Lease or Ground Lease, if any, unless otherwise limited by state or local laws and ordinances, and shall otherwise observe and comply with the Franchise Agreement, as well as Chick-fil-A's then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator shall not use, and shall not permit any person to use, any part of the Site in violation of this Lease, the Franchise Agreement, the Title Documents or Chick-fil-A's then-current Minimum Standards and Guidelines. The Operator shall keep the Site in a clean and wholesome condition, and shall repair, maintain and conduct the Business on the Site in full compliance with this Lease and the Franchise Agreement, Chick-fil-A's then-current Minimum Standards and Guidelines, and the Title Documents and Requirements of Law, all as modified from time to time. Unless Chick-fil-A is remodeling or re-building the Site pursuant to Section 5 of this Lease, the Operator shall continuously occupy the Site during the Term and shall not vacate or abandon the Site at any time during the Term. The Operator shall use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise comply with the requirements of this Lease and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

2.5 Prime Lease/Ground Lease. The Operator acknowledges that the Site may be subject to a Prime Lease or Ground Lease and the Operator further acknowledges that this Lease is subordinate to any such Prime Lease or Ground Lease. The Operator agrees to abide in all respects by the terms and conditions set forth in any such Prime Lease or Ground Lease, as the same may be amended or changed by Chick-fil-A and the prime lessor or ground lessor from time to time. Neither the Operator nor its employees, agents,

contractors or invitees shall perform any act, neglect to perform any duty or fail to comply with any standard of conduct that would constitute a violation of this Lease, any Prime Lease or Ground Lease. It is the intent of the parties to enter into a sublease between Chick-fil-A and the Operator and not to make an assignment of the Prime Lease or Ground Lease, as the case may be, to the Operator. The parties further acknowledge that it is their intent that there be no merger of Chick-fil-A's interest in this Lease and fee title if Chick-fil-A acquires a fee interest in the Site at any time after the execution of this Lease.

2.6 Compliance With Title Documents and Requirements of Law. This Lease is subordinate to, and the Operator shall comply with, all applicable Title Documents and Requirements of Law. The Operator shall obtain, keep in full force and effect, and fully comply with all governmental licenses and permits which may be required for the Operator's use and occupancy of the Site and operation of the Business.

2.7 Changes in Terms of Prime Lease, Ground Lease or any Title Document. The Operator hereby acknowledges and agrees that, the Operator's use and enjoyment of the Site during the Term could be restricted or changed as a result of an amendment or modification to this Lease by Chick-fil-A (including, without limitation, an amendment or modification to any one or more of the Prime Lease, the Ground Lease, the Title Documents or the Rent Calculation Report) at any time during the Term, including under Section 3.4 below. Such amendments or modifications could include, without limitation, changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under this Lease or otherwise arising out of or relating to, any such amendments or modifications to this Lease, the Prime Lease, the Ground Lease or the Title Documents (including, without limitation, with regard to any covenants or restrictions and any final, new or substituted Rent Calculation Report). Chick-fil-A shall exercise commercially reasonable efforts to notify the Operator of any such amendment or modification impacting the Site and this Lease, but any delay or lack of such notice shall not affect the Operator's consent, agreement, waiver or release described above, or the validity or enforceability of any such amended or modified provision, as the same may be modified or amended by Chick-fil-A from time to time.

2.8 Equipment. Pursuant to the terms and conditions of this Lease and the Equipment Lease Addendum attached to this Lease as Exhibit D, which is incorporated in and made a part of this Lease by this reference, Chick-fil-A has delivered, or will deliver to the Site, the Equipment and other property described in the Equipment Lease Addendum.

2.9 Acceptance of the Site. By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements thereon and found them to be in a safe, satisfactory, and completed condition.

2.10 Hazardous Materials. The Operator shall, at its sole cost, expense and liability, keep and maintain the Site in compliance with all local, state and federal environmental laws, ordinances, rules, regulations and orders of government authorities in effect now and in the future and all related directions of all public officers, including without limitation 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated thereunder (all of the above being referred to collectively as "Environmental Laws"). During the Term, the Operator shall not use, or cause or permit any spills, discharges, or releases of, or treat, store, or dispose of, any hazardous, toxic, radioactive or polluting substances or solid waste, including without limitation any oil or petroleum products or any constituent, fraction or product thereof, any asbestos, mold, mildew, fungus or polychlorinated biphenyls, or any chemical liquids or solids (all of the above being referred to collectively as "Hazardous Materials"), provided that Operator shall be permitted to use Hazardous Materials commonly and typically used in the normal operation of the Business and such use is limited and fully complies with all applicable Environmental Laws. The Operator shall indemnify, defend and hold harmless Chick-fil-A, its officers, directors, shareholders, partners, employees, agents, contractors, lenders, successors and assigns from and against any claim, liability, loss, cost, damage, expense, response or remedial action costs (including without limitation attorneys' fees, and costs of investigation or audit) relating in any way to: (i) the presence, use, handling, or storage at, on, off, or under the Site, or any spill, discharge or release from the Site, of any Hazardous Material during the Term; or (ii) any failure of the Site to comply with any applicable Environmental Law, unless such non-compliance results from the conduct of Chick-fil-A. The above indemnity shall survive the expiration or termination of this Lease.

SECTION 3 – RENT

3.1 Base Rent and Percentage Rent. Commencing on the Commencement Date, the Operator shall on a timely basis, as rental upon the Site, without demand and without offset or deduction of any kind pay to Chick-fil-A the Base Rent, the Percentage Rent and all other amounts as may be provided for and set forth on or contemplated by the Rent Calculation Report attached to this Lease as Exhibit C and incorporated in and made a part of this Lease by this reference. The Percentage Rent payable by the Operator to Chick-fil-A shall be calculated based on all Gross Receipts (as defined in Section 3.2 below) of the Business except as otherwise specifically set forth in the Rent Calculation Report.

3.2 Gross Receipts. "Gross Receipts" of the Business for each calendar month during the Term of this Lease shall mean the Operator's entire gross receipts with respect to the Business (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Site of the Business

during such calendar month, whether for cash or on a charge, credit or time basis, including but not limited to such sales and services where orders originate or are accepted by the Operator (i) at, in or away from the Site of the Business, or (ii) from telephone, internet, online, digital platform, or other similar orders.

3.3 Additional Charges and Expenses. Commencing on the Commencement Date, the Operator shall also promptly pay when due directly to the appropriate business, governmental authority or other person or entity, or to Chick-fil-A, as determined by Chick-fil-A in its sole and exclusive business judgment, any and all costs and expenses of operating and maintaining the Site, including without limitation the following: (i) all charges, costs and expenses necessary to repair and maintain the Site in good condition and repair, including without limitation all expenses necessary for the maintenance and repair of all or any portion or component of any plumbing, electrical, HVAC, walk-in coolers, sprinkler, fire suppression, security, tel/data or other building systems; (ii) all charges, deposits and other costs for the establishment and maintenance of the utilities or other services provided or rendered in connection with the Site, including without limitation all expenses for electricity, gas, water, sewer, telephone, sanitation and waste services, and cleaning; (iii) all personal property taxes levied upon the fixtures, equipment and other improvements located on the Site; (iv) all real estate taxes and special and general assessments that are levied or assessed against the Site, including without limitation any tax which is levied or assessed against the rental, real or tangible personal property, and the Operator shall promptly reimburse Chick-fil-A for any similar tax which Chick-fil-A is required to pay or, in fact, does pay; (v) any charge or expense other than "rent" that might become due under a Prime Lease, a Ground Lease or a Title Document (including, but not limited to, service charges, common area maintenance (CAM) charges, taxes, association fees, promotion funds, advertising fees, and any other fees, dues and charges); (vi) applicable sales, use and other taxes that are levied or assessed against the Base Rent, Percentage Rent, all other amounts as may be set forth on or contemplated by the Rent Calculation Report, Additional Charges and Expenses (as defined below) and any of the Operator's other payment obligations described in this Lease; and (vii) any other charge or expense of any nature which Chick-fil-A may be required to pay by virtue of Chick-fil-A's interest in the Site (including, but not limited to, common area maintenance (CAM) charges, merchant's association's dues, promotion funds, advertising fees, utility charges, security fees, and other fees and taxes).

All of the above charges and expenses shall be deemed and collectively referred to as Additional Charges and Expenses hereunder and singularly are sometimes referred to in this Lease as an Additional Charge or Expense. The Operator agrees to provide to Chick-fil-A, if requested, copies of paid invoices and such other documentation evidencing payment of any such Additional Charge or Expense. If the Operator shall default in the payment of any obligation required to be paid by the Operator, then Chick-fil-A may, at its option, elect to pay the same together with any penalty or interest levied thereon, and the Operator shall be obligated to repay Chick-fil-A on demand for such payment as provided in Section 7 of this Lease.

3.4 Change to Rent Calculation Report. If at any time during the Term of this Lease, (i) the Building is demolished and reconstructed, (ii) the Building is refurbished or remodeled, (iii) the Building or the Site becomes owned by Chick-fil-A after the Commencement Date, or (iv) the Site becomes enlarged or otherwise is altered, Chick-fil-A shall have the right to determine in its sole and exclusive business judgment a new Rent Calculation Report for the Site which will be substituted and attached to this Lease as a substitute Exhibit C and made a part of this Lease. Additionally, if all of the costs and expenses needed to prepare a Rent Calculation Report have not been accounted for as of the Commencement Date of this Lease, Chick-fil-A shall have the right in its sole and exclusive business judgment to prepare a final post-construction Rent Calculation Report for the Site which will be attached to this Lease as Exhibit C and made a part of this Lease. With respect to a Prime Lease or a Ground Lease that is renewed, renegotiated, amended, altered, or otherwise goes into effect after the Commencement Date, Chick-fil-A shall have the right in the exercise of its sole and exclusive business judgment to negotiate and determine the terms and conditions of such Prime Lease and/or Ground Lease. Chick-fil-A shall attach any such new, renewed, amended or modified Prime Lease and/or Ground Lease to this Lease as a substitute Exhibit B and made a part of this Lease for the prior Prime Lease and/or Ground Lease and a revised Rent Calculation Report reflecting any such new, amended or modified terms and conditions shall be substituted and attached to this Lease by Chick-fil-A as a substitute Exhibit C for the prior Rent Calculation Report and made a part of this Lease. The Operator consents and agrees to abide by any such Prime Lease, Ground Lease or Rent Calculation Report.

3.5 Method of Payment. At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations with respect to the Base Rent, Percentage Rent, all other amounts as may be set forth on or contemplated by the Rent Calculation Report, Additional Charges and Expenses and any of the Operator's other payment obligations described in this Lease, and any adjustment or increases to the Operator's payment obligations, including any adjustment or increases as provided in Section 3.4 above.

SECTION 4 – CONDEMNATION

If the entire Site is condemned under eminent domain, or acquired in lieu of condemnation, this Lease shall terminate automatically without any further obligation or liability of Chick-fil-A to the Operator upon the earlier of the date when possession of the Site is required by the condemning authority, or such other earlier date as Chick-fil-A may specify in written notice to the Operator. All charges, draws, rentals, refundable deposits and all other costs and expenses by and between Chick-fil-A and the Operator as a result of the Business's operations up to such termination date will be credited, deducted and, where

applicable, disbursed as otherwise set forth in this Lease and the Franchise Agreement. The Operator acknowledges and agrees that the Operator shall have no right to make a claim for the value of all or part of the Operator's interest, if any, in the Site pursuant to this Lease or the Business by reason of any condemnation. The Operator specifically waives and releases any claims for the value of all or part of the Business, Site, Building, fixtures and other improvements on the Site whether or not installed or paid for by Chick-fil-A or by the Operator. If only a part of the Site is condemned or acquired in lieu of condemnation and Chick-fil-A determines, in the exercise of its sole and exclusive business judgment, that the operation of the Business or the Site is no longer economically feasible or desirable, Chick-fil-A may at any time elect to terminate this Lease by written notice to the Operator subject to the same terms and conditions set forth above. If Chick-fil-A does not elect to terminate this Lease upon a partial condemnation or acquisition in lieu of condemnation, subject to Chick-fil-A's receipt of condemnation proceeds in an amount sufficient to cover the cost of such repairs and alterations, Chick-fil-A shall with reasonable promptness make necessary repairs to and alterations of the improvements on the Site to restore it to a condition that will permit the continued operation of the Business.

SECTION 5 – RENOVATIONS AND REMODELS

5.1 Renovations and Remodels. If at any time Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, its agents and designees shall have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Leasehold Improvements, Equipment, design and décor, trade dress, color scheme and other things as Chick-fil-A deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Lease, the Operator shall permit and cooperate with Chick-fil-A and its agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

5.2 Prohibition on Operator Changes. The Operator shall not make any change in, alteration of, or addition to any part of the Site, or remove any fixtures or improvements, including without limitation the Equipment and the Leasehold Improvements. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Commencement Date, are the property of Chick-fil-A (including without limitation the Equipment and the Leasehold Improvements) or of the fee owner of the Site, are and shall remain a part of the real estate and be considered to be leased under this Lease.

SECTION 6 – DAMAGE TO SITE/ PERSONAL INJURY AND CASUALTY

6.1 Damage to Site/Personal Injury. Any damage to or loss of the Site, the Equipment, the Leasehold Improvements, any other fixtures on or improvements to the Site, or any personal property of any person or entity, as well as any and all liability of the Operator and/or Chick-fil-A for personal injury or otherwise, caused by or resulting from any one or more of (i) the acts or omissions of the Operator or (ii) the acts or omissions of the Operator's employees, agents, contractors, invitees or customers, shall be the Operator's responsibility and otherwise shall be allocated pursuant to and governed by the terms and conditions of this Lease and Section 5 of the Franchise Agreement.

6.2 Casualty. If the Site is damaged by fire or any other casualty, Chick-fil-A shall, subject to any Prime Lease, Ground Lease or other underlying lease, within a reasonable time from the date of the damage or destruction, repair or replace the Site; provided, however, that Chick-fil-A shall have the right to terminate this Lease (and, in turn, the Franchise Agreement to which this Lease is attached and a part of) by providing the Operator notice in writing of such termination, and thereupon the Term shall expire, effective the date of the casualty, and the Operator shall vacate the Site and surrender the same to Chick-fil-A within ten (10) days after receipt of such notice. Chick-fil-A also shall have the right, in its sole and exclusive business judgment, to limit its rebuild or restoration of the Site hereunder to (i) the extent of the net insurance proceeds recovered by Chick-fil-A, or (ii) Chick-fil-A's restoration obligations under the Ground Lease or Prime Lease, as applicable. The Operator hereby expressly waives and releases any and all claims against Chick-fil-A for damages in case of Chick-fil-A's failure to rebuild or restore in accordance with the provisions of this Section. The Operator's sole remedy for any such failure by Chick-fil-A to rebuild or restore shall be to elect to terminate the Franchise Agreement (which will effect a simultaneous termination of this Lease) as of the date of occurrence of the damage or destruction. If the Building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of any all-risk coverage or other like insurance applicable to the Building and other permanent improvements shall be due and payable to Chick-fil-A. The Operator agrees to execute and deliver any release or other document Chick-fil-A may request for Chick-fil-A to obtain the release or control of the proceeds.

SECTION 7 – CHARGES BILLED TO OR PAID BY CHICK-FIL-A

If any Additional Charge or Expense which the Operator is obligated to pay pursuant to this Lease is initially billed to or paid by Chick-fil-A, Chick-fil-A shall have the right to rebill such charge or cost to the Operator. If Chick-fil-A rebills any such Additional Charge or Expense to the Operator, the Operator shall pay promptly the rebilled charge or cost directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any such Additional Charge or Expense on behalf of the Operator, the Operator shall

reimburse Chick-fil-A immediately upon the Operator's receipt of Chick-fil-A's written notice of having made such payment, in Chick-fil-A's sole and exclusive business judgment, either by (i) issuing Chick-fil-A a check or (ii) acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A under the Franchise Agreement.

SECTION 8 – INSURANCE

8.1 Required Minimum Insurance Coverage. The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Term, at the Operator's own expense, insurance on the Site and for the operation of the Business as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, subject to any additional or greater coverage requirements and terms and conditions under any Prime Lease or Ground Lease. Chick-fil-A may from time to time, in its sole and exclusive business judgment, offer or require different or modified insurance programs, coverages or terms and, upon notice of such changed programs, coverages, terms or other requirements, the Operator agrees to maintain in full force and effect during the remaining Term, at the Operator's own expense, such insurance on the Site and the operation of the Business as set forth and otherwise then required pursuant to Section 7 of the Franchise Agreement.

8.2 Placement and Policies of Insurance. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase such insurance, and may add the premiums paid by Chick-fil-A to the Additional Charges and Expenses. Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for premium expenses nor guarantees payment for any losses sustained by the Operator.

8.3 Limited Waiver of Covered Claims. Chick-fil-A and the Operator each hereby agree and hereby waive any and all rights of recovery against each other for loss or damage occurring to the Site or any of Chick-fil-A's or the Operator's property located at the Site regardless of the cause of such loss or damage to the extent that the loss or damage is covered by the injured party's insurance or the insurance the injured party is required to carry under this Lease, whichever is greater (without regard to any deductible provision in any policy). This waiver does not apply to claims caused by a party's willful misconduct. This waiver also applies to each party's directors, officers, employees, shareholders, members and agents.

SECTION 9 – INSPECTION

Chick-fil-A, or its designee, shall have the right to enter and inspect the Site at any time on any Business Day, without notice to the Operator, to determine whether the Operator and all aspects of the Site thereof are in compliance with this Lease and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

SECTION 10 – DEFAULT, TERMINATION AND REMEDIES

10.1 Default. In addition to the termination provisions in Section 2.1, Section 2.3, Section 4 and Section 6 of this Lease, this Lease and the term and estate hereby granted are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as such term is defined below) the Operator shall be in default under this Lease and Chick-fil-A shall have the right and, at its election, may terminate this Lease pursuant to Section 10.2 below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as "Events of Default") shall each be an event of default by Operator under this Lease:

(i) the Operator defaults in the payment of any installment of Rent, Additional Charges and Expenses or any other sum due under this Lease;

(ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or complied with by the Operator (or, as applicable, the Operator-Owner) under this Lease other than the payment of Rent, Additional Charges and Expenses or any other sum due under this Lease, and other than any other Event of Default listed in this Section 10.1, and such default continues for ten (10) days after notice in writing to the Operator;

(iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Lease (or the Operator's estate or interest in this Lease or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, and if applicable, of any third party landlord, contrary to Section 14.5 below;

(iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement or the Franchise Agreement terminates by lapse of time or otherwise;

(v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to comply with any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Prime Lease, the Ground Lease or any Title Document (or any document related to any of the above);

(vi) the Operator (or, as applicable, the Operator-Owner) files, or consents by answer or otherwise to the filing against Operator (or, as applicable, the Operator-Owner) of, a petition for relief or any other petition in bankruptcy, or

any proceeding in bankruptcy or under any insolvency law for liquidation, reorganization or rearrangement of the Operator's (or, as applicable, the Operator-Owner's) affairs;

(vii) the Operator (or, as applicable, the Operator-Owner) makes a general assignment for the benefit of creditors or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of for the Operator (or, as applicable, the Operator-Owner) or of any substantial part of the Operator's (or, as applicable, the Operator-Owner's) property;

(viii) the Operator (or, as applicable, the Operator-Owner) is adjudicated or become insolvent;

(ix) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to the Operator (or, as applicable, the Operator-Owner) or any substantial part of the Operator's (or, as applicable, the Operator-Owner's) business or assets, or an order for relief is entered in any case for the Operator (or, as applicable, the Operator-Owner) to take advantage of any bankruptcy or insolvency law of any jurisdiction relative to the Operator (or, as applicable, the Operator-Owner), or a petition for such relief is filed against the Operator (or, as applicable, the Operator-Owner) and not dismissed or stayed within sixty (60) calendar days; or

(x) the Operator vacates or abandons the Site.

10.2 Termination. Upon the occurrence of an Event of Default as set forth in Section 10.1 above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right, upon its election, to terminate this Lease immediately and to declare the Term of this Lease ended upon giving notice thereof, without any further obligation or liability to the Operator. If this Lease is terminated under this Section 10.2 or otherwise terminates or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire (i) in full if the Business at the Site is then the only Business under the Franchise Agreement, or (ii) in part as to the Business at the Site if the Business at the Site is not then the only Business under the Franchise Agreement, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Lease, and Chick-fil-A shall have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. It is also expressly acknowledged and agreed by Chick-fil-A and the Operator that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, shall also terminate this Lease effective immediately, without further notice being required.

10.3 Duties Upon Termination or Expiration. Upon the termination or expiration of one or both of this Lease or the Franchise Agreement for any reason, the Operator shall (i) immediately return to Chick-fil-A all of the Equipment; (ii) immediately pay Chick-fil-A the full amount of all sums due and owing under this Lease; (iii) remove all of Operator's personal property, if any, from the Site and shall repair any resulting damage to the Site; and (iv) quit and surrender the Site to Chick-fil-A broom clean, in good order and condition, ordinary wear and tear and damage by fire or other casualty excepted.

10.4 Duty to Vacate. The Operator shall vacate the Site of such terminated Business and return to Chick-fil-A all of the Equipment immediately upon the termination or expiration of one or both of this Lease or the Franchise Agreement, and permit the peaceable possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized operator. Should the Operator fail to do so, Chick-fil-A may re-enter, expel, remove and put out the Operator and all persons occupying the Site under the Operator, using such force as may be reasonably necessary in so doing, and repossess the Site. Such re-entry and repossession shall not be deemed a forfeiture of any past due Rent or Additional Charges and Expenses to be paid hereunder and shall not terminate any covenants to be performed by the Operator during the Term of this Lease.

10.5 Irreparable Harm. The Operator acknowledges, agrees and warrants that the failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A upon a termination or expiration of one or both of this Lease or the Franchise Agreement, or upon an Event of Default pursuant to the terms of one or both of this Lease or the Franchise Agreement, would result in irreparable damage and harm to Chick-fil-A that could not be adequately compensated by money damages or other remedy at law. Accordingly, in the event of the failure of the Operator to so vacate and permit the possession of the Site by Chick-fil-A upon termination or expiration of one or both of this Lease or the Franchise Agreement, or other breach of this Lease or the Franchise Agreement by the Operator, Chick-fil-A shall be entitled, if it so elects, in addition to any other remedies available to it, to immediate equitable relief therefor, including without limitation a temporary restraining order or preliminary injunction which may include an order for specific performance. If Chick-fil-A brings such an action for equitable relief, the Operator hereby waives any defense that Chick-fil-A has an adequate remedy at law.

10.6 Right to Perform for the Operator. If the Operator fails to perform any of its obligations under this Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A shall be an additional charge due from the Operator to Chick-fil-A, together with Interest (as defined in Section 10.7 below) thereon.

10.7 Interest on Amounts Due. In the event that the Operator is past due on the payment of any amount due Chick-fil-A under this Lease, including without limitation any Rent or Additional Charges and Expenses, Chick-fil-A shall have the right at its option to require the Operator, to

the extent permitted by law, to pay interest on any such past due amount for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month ("Interest"). Such Interest shall be calculated on a monthly compounding basis using the actual number of days elapsed divided by 365. Such Interest shall be in addition to any other rights or remedies Chick-fil-A may have under this Lease.

10.8 Remedies Not Mutually Exclusive. The remedies in this Lease granted to Chick-fil-A will not be exclusive or mutually exclusive, and Chick-fil-A will have such other remedies against the Operator as may be permitted in law or in equity at any time. Any exercise of a right of termination by Chick-fil-A will not be construed to eliminate any right of Chick-fil-A to damages on account of any default of the Operator, including without limitation damages for Rent and Additional Charges and Expenses otherwise due under this Lease.

10.9 Survival. The obligations of the Operator, as well as the rights of Chick-fil-A, under Sections 3, 6 and 10 through 14 (inclusive) shall survive any expiration, termination or other cancellation of this Lease.

SECTION 11 – HOLDOVER

The Operator shall not holdover or remain in occupancy beyond the expiration or termination of this Lease. If the Operator remains in occupancy beyond the expiration or termination of this Lease, such holdover shall be deemed a tenancy at sufferance by the Operator upon the same conditions as are provided for in this Lease (except the Operator shall be required to stop using the Marks and to de-identify the Site as required under the Franchise Agreement and applicable law) but with Base Rent and Percentage Rent for the period of such holding over being double (2x) the Base Rent and Percentage Rent last paid by the Operator during the Term of this Lease, as liquidated damages and not as a penalty, such amount being considered by both Chick-fil-A and the Operator to be a reasonable pre-estimate of Chick-fil-A's probable monetary losses under this Lease, which are difficult or impossible to calculate at the time of the execution of this Lease. Such amounts shall be calculated on a per diem basis. Chick-fil-A's acceptance of any Rent or liquidated damages after holding over begins shall not be deemed a renewal of this Lease nor be deemed to create a new tenancy of any kind. Neither this provision nor the acceptance of any liquidated damages hereunder shall waive Chick-fil-A's rights of re-entry or any other rights or remedies under this Lease or the Franchise Agreement (including, but not limited to, injunctive or other equitable relief). The Operator's obligations under this Section shall survive the expiration or other termination of this Lease. In addition, the Operator shall pay Chick-fil-A for all damages (including, but not limited to, consequential damages) sustained by reason of the Operator's retention of possession of the Site after the end of the Term.

SECTION 12 – INDEMNIFICATION AND WAIVER

12.1 Indemnification. If Chick-fil-A, or a subsequent operator of the Business or a like business at the Site is subjected to any claim, demand or penalty, or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator or the Operator's agents, contractors or employees, (ii) any claimed violation of any Requirements of Law by the Operator or the Operator's agents, contractors or employees, (iii) any damages allegedly resulting from a breach by the Operator of this Lease, (iv) any damages allegedly resulting from a willful misrepresentation to Chick-fil-A by the Operator or the Operator's agents, contractors or employees, or (v) any act occurring on the Site during the Term, then the Operator shall indemnify and hold harmless Chick-fil-A and any subsequent operator of the Business or a like business at the Site against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Business or a like business. At the election of Chick-fil-A or any subsequent operator of the Business or a like business at the Site, the Operator shall also defend Chick-fil-A and such subsequent operator in any action or suit in which a party claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the Business or a like business at the Site to approve counsel selected by the Operator and the conduct and resolution of any such action or suit.

12.2 Waiver. The Operator waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which otherwise might be required to be given under any present or future law. The Operator shall not have, and hereby expressly waives, any and all rights which are or may be conferred upon the Operator by any present or future law to redeem this Lease or the Site, or to re-enter the Building or the Site, or to restore the operation of this Lease, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination of this Lease and the Term is by operation of law or pursuant to the provisions of this Lease. If Chick-fil-A shall acquire possession without judicial proceedings, it shall be deemed a re-entry within the meaning of that word as used in this Lease and not a technical or legal definition. In the event that Chick-fil-A elects to recover possession by invoking judicial process, the Operator acknowledges that the Site is to be used for commercial purposes, and the Operator expressly waives and relinquishes any and all protections and rights afforded a commercial tenant under Georgia law, including without limitation O.C.G.A. § 44-7-52, or any law of like import now or in the future in effect or applicable, if any.

SECTION 13 – SUBORDINATION

13.1 Lease Is Subordinate. This Lease and all of the Operator's rights, title and interest under this Lease are and shall be subject, subordinated and inferior to the lien of any and all mortgages and other security instruments and to the rights of all parties under any sale and leaseback of the Site which Chick-fil-A or any grantee of Chick-fil-A (collectively, the "Fee Owner") has or may place upon the Site and the improvements thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such mortgage or other security instruments or of the deed and lease under such sale and leaseback. Any such mortgages or other security instruments are declared to be superior to the interest of the Operator in this Lease.

13.2 Duty to Assist Sale and Leaseback Arrangements. The subordination of this Lease to any mortgage or other security instruments or to any lease under a sale and leaseback arrangement shall be automatic and self-operative, and no special instrument of subordination shall be necessary. Without limiting such automatic and self-operative subordinations, however, the Operator will, on demand, execute without expense to the Fee Owner, any and all instruments that Fee Owner may deem necessary to evidence the subordination of this Lease and all rights in this Lease to the lien of any such mortgage or to any such lease under a sale and leaseback arrangement.

13.3 Duty to Provide Written Instruments. The Operator shall, without charge, within ten (10) days after request (time being of the essence) by Chick-fil-A, any holder of a mortgage or other security interest encumbering the Site, the prime landlord or the ground lessor, deliver a written instrument to the requesting party, certifying to the requesting party and any other party designated by such requesting party: (i) that this Lease is unmodified and in full force and effect or, if there has been any modification, that this Lease is in full force and effect as modified by any such modifications; (ii) whether the Term of this Lease has commenced, Rent has become payable thereunder, and the Operator has accepted possession of the Site; (iii) whether the Operator has any defenses or offsets against the enforcement of any of the terms of this Lease and any modification of this Lease, and, if so, specifying the same; (iv) the dates to which the Base Rent, Percentage Rent, Additional Charges and Expenses, and other charges under this Lease, have been paid; (v) whether or not Chick-fil-A is in default of its obligations hereunder and whether the Operator has made any claim against Chick-fil-A under this Lease, and if so, the nature thereof and the dollar amount, if any, of such claim; (vi) that the Site is used only for the purpose set forth in this Lease and is not in violation of any Requirements of Law; and (vii) to such other matters as the requesting party may reasonably request.

SECTION 14 – GENERAL PROVISIONS

14.1 Notice. All notices provided for in this Lease shall be in writing and deemed to have been delivered on the day of hand-delivery, overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from any other country or jurisdiction, return receipt requested, addressed to the party to be served at the following address:

If to Chick-fil-A:

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349-2998
Attn: Legal Department - Notices

If to Operator:

At the address set forth on the signature page of this Lease or otherwise then in effect as the Notice address under this Lease. With a copy to the address set forth on the signature page of the Franchise Agreement or otherwise then in effect as the notice address under the Franchise Agreement if such address is not the same notice address required under this Lease.

Or to such other address as may be designated by either party in a written notice to the other party.

14.2 Amendment. This Lease may not be amended, supplemented or otherwise modified orally or by any course of dealing or performance and shall only be deemed amended, supplemented or otherwise modified by a further agreement in writing duly executed and delivered by Chick-fil-A and the Operator; provided, however, Chick-fil-A may amend or modify this Lease and its Exhibits from time to time as expressly provided for in this Lease. No attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

14.3 No Waiver. No failure by either party to this Lease, at any time, or from time to time, to enforce the strict keeping and performance of any term or condition of this Lease, nor any action or course of dealing or performance not consistent with the terms and conditions of this Lease, shall constitute a waiver of any such, or any other, term or condition at any future time and shall not prevent such party from insisting on the strict keeping and performance of such, and all other, terms and conditions at the same and all later times. The rights in this Lease to receive, collect or sue for any Rent, Additional Charges and Expenses, monies or payments, or to enforce the terms, covenants, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or to exercise any right or remedy in this Lease, shall not in any way affect the right or power of Chick-fil-A to declare the Term ended and to terminate this Lease because of any default in or breach of any of the terms, covenants, provisions or conditions of this Lease. No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Chick-fil-A's acceptance of Rent, Additional Charges and Expenses or other amounts due with knowledge of a default by the Operator, shall constitute a waiver of the default, nor shall it constitute an estoppel. No payment by

the Operator or receipt by Chick-fil-A of an amount less than the Rent and Additional Charges and Expenses required hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Chick-fil-A may accept such check or payment without prejudice to Chick-fil-A's right to recover the balance of such rent and other charges and expenses or to pursue any other remedy provided for in this Lease. Chick-fil-A may at its option use the program established and administered from time to time pursuant to Section 14.12 of the Franchise Agreement to accomplish the payment and retention of all amounts due Chick-fil-A and third-parties pursuant to this Lease.

14.4 Severability. Each and every provision of this Lease is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of this Lease or any other provision of this Lease. If any material term of this Lease is stricken or declared invalid, Chick-fil-A reserves the right to terminate this Lease at its option and in its sole and exclusive business judgment. Should any provision of this Lease require judicial interpretation, the terms of this Lease shall not be more strictly construed against either party.

14.5 Assignment. The Franchise Agreement and this related Lease, and the franchise that is the subject thereof, were offered and granted by Chick-fil-A to the individual Operator *personally* who is the original signatory to the Franchise Agreement, were offered and granted at the conclusion of Chick-fil-A's operator selection process and in reliance on such individual's personal qualifications, experience, aptitude and the other qualifications and selection criteria described in Section 26.2(c) of the Franchise Agreement as evaluated by Chick-fil-A. Except as expressly provided under Section 21 of the Franchise Agreement and this related Lease, neither this Lease nor the Operator's estate or interest in this Lease may be accepted by any other person, heir, successor, partnership, corporation, limited liability company or other entity, or transferred by assignment, will or operation of law.

The Operator and, as applicable, the Operator-Owner shall not without the express written consent and approval of Chick-fil-A:

(i) assign or permit to be assigned this Lease or the Operator's estate or interest in this Lease or in the Site to any person or entity;

(ii) sublet the Site, or mortgage, pledge or otherwise encumber the Operator's interest in this Lease or the Site; or

(iii) permit or facilitate in any way occupancy of the Site by any person or entity other than the Operator.

The transfer (or transfers in the aggregate) of an interest in the Franchise Agreement or the Operator (if Operator is an entity) shall be deemed an attempted assignment of this Lease and is strictly prohibited hereunder.

Any attempted assignment of this Lease (or the Operator's estate or interest in this Lease or in the Site) or sublet by the Operator shall be void and of no force or effect, and no purported assignment or sublet shall release the Operator from any of its obligations under this Lease. Chick-fil-A has the right to assign this Lease to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A hereunder shall inure to and be binding upon any such assigns. The covenants and obligations of the Operator hereunder shall extend to and be binding upon the administrators, executors, heirs, and assigns and successors of the Operator and, as applicable, the Operator-Owner, provided, however, that any such purported assignee shall not receive the benefits of this Lease unless Chick-fil-A has consented in writing to such purported assignment, which consent Chick-fil-A may withhold for any reason whatsoever in its sole and exclusive business judgment under this Lease and pursuant to the terms and conditions of the Franchise Agreement.

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Lease except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD were made by either party and none shall have any effect with reference to this Lease. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

14.7 Effectiveness; Time is of Essence; Separate and Independent Business Owner. This Lease shall not become valid against either party hereto until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE with respect to the due performance of the terms, covenants and conditions contained in this Lease, provided, however, that no delay or failure to enforce any of the provisions contained in this Lease and no conduct or statement shall waive or affect any of Chick-fil-A's rights hereunder. The Operator shall have no authority, express or implied, to act as agent of Chick-fil-A or any of its affiliates for any purpose. The Operator, whether a person or entity, is, and shall remain, a

separate and independent business owner responsible for all obligations and liabilities, directly or indirectly, resulting from the operation of the Business located on the Site. All agreements, covenants and indemnifications contained in this Lease or made in writing pursuant to the terms of this Lease by or on behalf of the Operator shall be deemed material and shall survive expiration or sooner termination of this Lease.

14.8 Governing Law. This Lease is made and takes effect when accepted and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Lease shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist on the effective date of this Lease and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Lease or any related lease or sublease under this Lease, Chick-fil-A's right to enter upon and take possession of any Site, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

14.9 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, CHICK-FIL-A AND THE OPERATOR HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF CHICK-FIL-A AND THE OPERATOR, THE OPERATOR'S USE OR OCCUPANCY OF THE SITE, AND/OR ANY OTHER CLAIMS, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY WITH RESPECT THERETO. If Chick-fil-A commences any summary proceeding, or any other proceeding or action to recover possession of the Site, the Operator hereby waives the provisions of any law relating to notice and/or delay in levy of execution for possession or any law of like import now or hereafter in effect. The Operator shall not interpose any counterclaim or claim for set-off of whatever nature or description in any such action or proceeding, except for statutory mandatory counterclaims.

14.10 Venue. The Operator has and shall continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its System operations are conducted and supervised. If any controversy or claim between the parties arises out of or relates to this Lease or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party shall commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Lease or the relationship between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. The Operator hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Lease and/or the relationship between the Operator and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

14.11 Court of General Jurisdiction. Only a court that is a court of general jurisdiction may, and under no circumstances shall a magistrate court, justice of peace court, small claims court, housing court, eviction court, dispossessory court, or any other court that is not a court of general jurisdiction, determine any controversy or claim arising out of or relating to the termination of this Lease or Chick-fil-A's resulting right to enter upon and take possession of the Site, including but not limited to any claim or controversy regarding whether a termination of this Lease was proper or effective under this Lease's terms and applicable law.

14.12 Recordation. The Operator shall not record this Lease or any notice, memorandum or short-form version of this Lease without the prior written consent of Chick-fil-A. If Chick-fil-A desires to record any notice, memorandum or short form version of this Lease, the Operator shall promptly execute the same upon request.

14.13 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

14.14 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Chick-fil-A or the Operator (other than the payment of Rent or Additional Charges and Expenses, the Operator's payment of any monetary amount or the Operator's performance of any obligation that can be satisfied by the payment of a commercially reasonable amount of money), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed

due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances, pandemic or epidemic and other causes beyond the reasonable control of the performing party ("Force Majeure"). The above Force Majeure provision shall not apply to, or result in, an extension of the Term of this Lease nor apply to any of Operator's obligations to vacate the Building and the Site upon the expiration or earlier termination of the Term, nor any other obligations under Sections 10 and 11 of this Lease. The Operator may not rely on the above Force Majeure provision unless it notifies Chick-fil-A of the occurrence of a Force Majeure event within ten (10) days following its occurrence.

14.15 No Encumbrances. Nothing in this Lease shall authorize the Operator to do any act which shall in any way encumber the interest or estate of Chick-fil-A or the estate of Fee Owner in the Site if Chick-fil-A is not the Fee Owner. The Operator shall not permit the Site to become subject to any claim by lien or encumbrance, and the Operator shall immediately pursue in good faith its legal remedies to remove a lien on the Site. If any lien is filed against the Site or the Operator's interest in this Lease, at Chick-fil-A's option, the Operator shall either pay the amount of the lien in full or shall provide for a non-cancelable bond acceptable by Chick-fil-A, in an amount deemed sufficient by Chick-fil-A to protect the interest of Chick-fil-A and any mortgagee or holder of other security interest from any loss resulting from such lien.

14.16 Standard for Consent. Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks, the Site and the System overall. The Operator and Chick-fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in which Chick-fil-A has expressly agreed in this Lease or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Lease and/or the Franchise Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in full compliance with all of, or otherwise is in default or breach of any of, the terms and conditions of this Lease and/or the related Franchise Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned or delayed consent or approval in such event shall be as provided in this Section.

14.17 The Article and Section headings in this Lease are included for convenience of reference only and will not constitute a part of this Lease for any other purpose.

Exhibit A to Lease

LEGAL DESCRIPTION OF THE SITE

Exhibit B to Lease

PRIME LEASE OR GROUND LEASE AND/OR TITLE DOCUMENTS, IF APPLICABLE, AND OTHER RELATED DOCUMENTS

Exhibit C to Lease

RENT CALCULATION REPORT

Exhibit C-1 to Lease

RENT CALCULATION REPORT
(store #) – (store name)
[For Free Standing Restaurants – Leased Site]

Base Rent Payable as of the Commencement Date

Annual Ground Lease Base Rent Payable as of the Commencement Date	$ _____
Additional Lease/License Costs	$ _____
Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date	$ _____
Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date	$ _____

Percentage Rent Payable as of the Commencement Date

Annual Percentage Rent Breakpoint as of the Commencement Date	$ _____
Percentage of Gross Receipts Payable Above Breakpoint	_____%

Additional Notes:

Ground Lease and Calculation of Base Rent and Percentage Rent

This Site is subject to an underlying Ground Lease (attached as Exhibit "B" hereto), under which the ground lessee is Chick-fil-A or a wholly-owned subsidiary of Chick-fil-A. The calculation of monthly Rent for this Site can generally be explained as follows -- the total amount of monthly Base Rent you will be obligated to pay Chick-fil-A will be

based on the total annual rent due under the Ground Lease, which sum will be divided by twelve. The monthly Base Rent could increase when and if, among other things, the rent or other charges under the Ground Lease increase.

To the extent the calendar year-to-date Gross Receipts (as such term is defined in Section 3.2 of this Lease) of your franchised Chick-fil-A restaurant business exceed the Year-To-Date Percentage Rent Breakpoint (as such term is defined below), you will be obligated to pay Chick-fil-A Percentage Rent in the amount of six percent (6%) of all Gross Receipts over the Year-To-Date Percentage Rent Breakpoint. For the purposes of this Rent Calculation Report, Year-To-Date Percentage Rent Breakpoint shall mean the Annual Percentage Rent Breakpoint prorated on a daily basis for the number of days that have elapsed in any given calendar year.

Additional Charges and Expenses

In addition to Rent, your monthly Lease payments to Chick-fil-A for this Site are subject to and will include any Additional Charges and Expenses due under the Lease (as such term is defined in Section 1 and as more specifically described in Section 3.3 of this Lease). Additional Charges and Expenses due under the Lease include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.

Ground Lease

The underlying Ground Lease for this Site is subject to amendment, renewal and/or renegotiation with the ground lessor for the Site during the term of your Franchise Agreement and this Lease. As a result, your monthly Lease payments to Chick-fil-A could change, including, without limitation, the calculation of Base Rent, Percentage Rent, and Additional Charges and Expenses.

Commencement Date

Your actual Commencement Date may vary from the projected Commencement Date. The projected Commencement Date may not necessarily be during the first year of the term under the Ground Lease or any other applicable document. Base Rent and Percentage Rent terms may increase, decrease or otherwise change if the actual Commencement Date varies from the projected Commencement Date and/or in accordance with the terms and provisions of the Franchise Agreement and this Lease (which incorporates the Ground Lease).

Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and this Lease (and specifically the Ground Lease attached as Exhibit "B" to this Lease) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or this Lease, the terms of this Lease shall govern and control; provided, however, any then current specific and enumerated economic terms regarding the amount of or basis for calculating the Rent for the Site set forth in the then current Rent Calculation Report shall prevail in the event of any conflict with any generic terms regarding the amount of or basis for calculating the Rent set forth in the Lease.

Exhibit C-2 to Lease

RENT CALCULATION REPORT
(store #) – (store name)
[For Free Standing Restaurants – Owned Site]

Base Rent Payable as of the Commencement Date	
Annual Ground Lease Base Rent Payable as of the Commencement Date	$0.00
Additional Lease/License Costs	$0.00
Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date	$0.00
Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date	$0.00
Percentage Rent Payable as of the Commencement Date	
Annual Percentage Rent Breakpoint as of the Commencement Date	$0.00
Percentage of Gross Receipts Payable Above Breakpoint	6%

Additional Notes:

Ownership and Calculation of Base Rent and Percentage Rent

This Site is owned by Chick-fil-A or a wholly-owned subsidiary of Chick-fil-A. The calculation of monthly Rent for the site can generally be explained as follows – there will be no Base Rent charge and the total amount of monthly Rent you will be obligated to pay Chick-fil-A will be based on a percentage rent calculation that Chick-fil-A will perform pursuant to the terms of the Lease and this Rent Calculation Report. Because there is no Base Rent due under this Lease, the Annual Percentage Rent Breakpoint as of the Commencement Date generally will be set at $0.00. To the extent the calendar year-to-date Gross Receipts (as such term is defined in Section 3.2 of this Lease) of your franchised Chick-fil-A restaurant business exceed the Year-To-Date Percentage Rent Breakpoint (as such term is defined below), you will be obligated to pay Chick-fil-A Percentage Rent in the amount of six percent (6%) of all Gross Receipts over the Year-To-Date Percentage Rent Breakpoint. For the purposes of this Rent Calculation Report, Year-To-Date Percentage Rent Breakpoint shall mean the Annual Percentage Rent Breakpoint prorated on a daily basis for the number of days that have elapsed in any given calendar year.

As the Operator of a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), you will not be obligated to pay Chick-fil-A Base Rent beyond the Percentage Rent due under the Lease as described above, subject to renewal and/or renegotiation with Chick-fil-A during the term of your Franchise Agreement and this Lease.

Additional Lease/License Costs

The amount of any Additional Lease/License Costs for the site (as that term is used and reflected in the chart above) could be different and set higher than $0.00 in certain situations. For example, if Chick-fil-A has purchased the primary site and then leases from a third-party and then subleases to you additional parking or other facilities either before or after the Commencement Date, then the Annual Percentage Rent Breakpoint will be adjusted on your Rent Calculation Report for the site to account for any Additional Lease/License Costs you are obligated to pay. If the additional parking sublease in the example above or any other similar additional lease/license cost item was $12,000/ year, or $1,000/ month, the Annual Percentage Rent Breakpoint would be set at $200,000 ($12,000 / 6%), not $0.00.

Additional Charges and Expenses

In addition to Rent, your monthly Lease payments to Chick-fil-A for this Site are subject to and will include any Additional Charges and Expenses due under the Lease (as such term is defined in Section 1 and as more specifically described in Section 3.3 of this Lease). Additional Charges and Expenses due under the Lease include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.

Lease Changes

Your obligations and/or rental payments for this Site may be subject to renewal and/or renegotiation with Chick-fil-A during the term of your Franchise Agreement and this Lease. As a result, your monthly Lease payments to Chick-fil-A could change, including, without limitation, the calculation of Base Rent, Percentage Rent, and Additional Charges and Expenses.

Commencement Date

Your actual Commencement Date may vary from the projected Commencement Date. The projected Commencement Date may not necessarily be during the first year of the term under any applicable document. Base Rent and Percentage Rent terms may increase, decrease or otherwise change if the actual Commencement Date varies from the projected Commencement Date and/or in accordance with the terms and provisions of your Franchise Agreement and this Lease.

Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and this Lease (and specifically the Ground Lease attached as Exhibit "B" to this Lease) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or this Lease, the terms of this Lease shall govern and control; provided, however, any then current specific and enumerated economic terms regarding the amount of or basis for calculating the Rent for the Site set forth in the then current Rent Calculation Report shall prevail in the event of any conflict with any generic terms regarding the amount of or basis for calculating the Rent set forth in the Lease.

Exhibit C-3 to Lease

RENT CALCULATION REPORT
(store #) – (store name)
[For Mall Restaurants – Leased Site]

Base Rent Payable as of the Commencement Date

Annual Prime Lease Base Rent Payable as of the Commencement Date	$_____
Additional Lease/License Costs	$_____
Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date	$_____
Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date	$_____

Percentage Rent Payable as of the Commencement Date

Annual Percentage Rent Breakpoint as of the Commencement Date	$____
Percentage of Gross Receipts Payable Above Breakpoint	___%

Additional Notes:

Prime Lease and Calculation of Base Rent and Percentage Rent

This Site is subject to an underlying Prime Lease (attached as Exhibit "B" hereto) under which the prime lessee is Chick-fil-A or a wholly-owned subsidiary of Chick-fil-A. Base Rent and Percentage Rent (if any) are payable to Chick-fil-A for the Site per the terms of the Franchise Agreement and this Lease which incorporates the Prime Lease. The Base Rent and Percentage Rent (if any) could increase when and if, among other things, the rent under the Prime Lease increases pursuant to the terms of such Prime Lease. Percentage Rent is calculated based on the terms of the Prime Lease. Notwithstanding the definition of Gross Receipts in the Franchise Agreement and Section 3.2 of this Lease, Percentage Rent payable to Chick-fil-A shall be calculated based on the definition of "gross sales" as defined in the Prime Lease.

Prime Lease

The underlying Prime Lease for this Site is subject to amendment, renewal and/or renegotiation with the landlord for the Site during the term of your Franchise Agreement and this Lease. As a result, your monthly Lease payments to Chick-fil-A could change, including without limitation, the calculation of Monthly Base Rent, Percentage Rent, and Additional Charges and Expenses (as such term is defined in Section 1 of this Lease) (which include, without limitation, taxes, common area maintenance (CAM) charges and other additional or extra charges and rents).

Additional Charges and Expenses

In addition to Rent, your monthly Lease payments to Chick-fil-A for this Site are subject to and will include any Additional Charges and Expenses due under the Lease (as such term is defined in Section 1 and as more specifically described in Section 3.3 of this Lease). Additional Charges and Expenses due under the Lease include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.
Commencement Date

Your actual Commencement Date may vary from the projected Commencement Date. The projected Commencement Date may not necessarily be during the first year of the term under the Prime Lease or any other applicable document. Base Rent and Percentage Rent terms may increase, decrease or otherwise change if the actual Commencement Date varies from the projected Commencement Date and/or in accordance with the terms and provisions of the Franchise Agreement and this Lease (which incorporates the Prime Lease).

Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and the Lease (and specifically the Prime Lease attached as Exhibit "B" hereto) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or the Lease, the terms of the Lease shall govern and control; provided, however, any specific and enumerated economic terms regarding the amount and basis for calculating the Rent for the Site set forth in this Rent Calculation Report shall prevail in the event of any conflict with any generic terms regarding the amount and basis for calculating the Rent set forth in the Lease.

Exhibit D to Lease

EQUIPMENT LEASE ADDENDUM

Exhibit D to Lease

EQUIPMENT LEASE ADDENDUM

Equipment Lease for _____ Restaurants

2. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Commencement Date, upon the terms and conditions set forth herein, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum and made a part of this Equipment Lease Addendum (together with any replacements of and additions or accessions to the original equipment). The Operator agrees that Chick-fil-A shall have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator shall keep and maintain the Equipment only at the Site, unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Business at the Site, shall service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and shall not make any changes, alterations or additions thereto without the prior written consent of Chick-fil-A, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator shall solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for such items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Site or leave Equipment at the Site which had been used at the Site prior to the date of this Lease.

3. Commencing on the Commencement Date, the Operator shall pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A has in its sole and exclusive business judgment initially determined to be _____ and No/100 Dollars ($_____.00) (the "Equipment Rental"). Chick-fil-A shall have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Lease as Exhibit D and made a part of this Equipment Lease Addendum. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Equipment Lease Addendum with respect to the Equipment and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.

4. Commencing on the Commencement Date, the Operator shall timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Business during the Term of the Lease, including without limitation the following:

(i) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;

(ii) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment, including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and

(iii) all charges and costs of all ordinary repairs to the Equipment.

5. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and such Equipment cannot reasonably be repaired, then Chick-fil-A will replace such Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Business, as and to the extent such equipment and other items become worn out.

Schedule 1 to Exhibit D to Lease

LIST OF EQUIPMENT

Beverage & Ice Cream

- Beverage dispensing system (drink towers, carbonators, and regulators)
- Beverage bag-in-box system & rack
- Coffee brewer(s)
- Tea brewer(s)
- Lemonade dispenser(s)
- Lemon juicer (not in all Restaurants)
- Ice cream machine(s)
- Refrigerated milkshake base dispenser
- Water filtration system (not at all Restaurants)
- Bulk CO2 tank (not at all Restaurants)
- Water Booster Pump (not in all Restaurants)
- Reverse osmosis/softener water system (not in all Restaurants)

Cooking

- Clamshell Grill
- Open fryers
- Pressure fryers
- Radiant/Conveyor toaster (not in all Restaurants)
- Contact bun toaster
- Exhaust hoods (varying sizes)
    - Fire suppression system
    - Rooftop exhaust fan(s)
- Convection oven(s)
- Griddle(s) (not at all Restaurants)
- Hotplates (not at all Restaurants)
- Thermalizer (not at all Restaurants)

Food Prep & Holding

- Centerline table(s) (not at all Restaurants)
- Electronic holding timer
- Wire storage shelving, upright and wall (per layout)
- Hot holding systems
    - Food holding station
    - Chicken warming station(s)
    - Single and/or double warming drawer(s)
    - Waffle fry warming station
    - Food warming chute
    - Multi-use holding cabinet
- Soup warmer
- Sinks (varies per layout)
    - Hand sink
    - Three or four compartment sink
    - Vegetable Prep Sink
- Chicken transfer station (not at all Restaurants)
- Filet roller
- Stainless steel worktable(s)
- Mixer, 20 quart (floor or table)
- Mixer table (not in all Restaurants)

Refrigeration

- Undercounter refrigerator(s)
- Undercounter freezer(s) (not in all Restaurants)
- Reach-in refrigerator(s)
- Reach-in freezer(s)
- Refrigerated display case(s) (not at all Restaurants)
- Breading table(s)
- Salad prep table (not at all Restaurants)
- Thawing refrigerator(s)
- Quick chiller (not at all Restaurants)
- Refrigerated cold rail (not all Restaurants)
- Ice storage bin
- Ice machine(s)
- Walk-in cooler and freezer

Accessories & Fixtures

- Safe
- Seating -chairs, tables & booths package (not at all Restaurants)
- Drive-thru communications system (not at all Restaurants)
- Music system (dining room or outside) (not at all Restaurants)
- Menu boards (interior & exterior)
- Desk (Primary Office)
- Air curtain (drive thru & back door)
- Outdoor trash receptacle(s) (not at all Restaurants)
- Outdoor seating & umbrellas (not at all Restaurants)
- Outdoor playground equipment (not at all Restaurants)
- Indoor playground equipment (not at all Restaurants)
- Trash cart
- Outdoor trash compactors (not at all Restaurants)
- Security system (not at all Restaurants)
- Point of sale system (Registers, kitchen display system(s), cash drawer(s), receipt printer(s), and server)
- Back office computer and check printer and network equipment
- Shelving package
- Lockers
- Pressure Washer (not at all Restaurants)
- Image panels (not in all Restaurants)
- TV/DVD player (For Training purposes)
- Dishwasher (not at all Restaurants)
- Snow Blower (not at all Restaurants)

EXHIBIT "B" TO FRANCHISE AGREEMENT

CHICK-FIL-A TRADEMARKS

EXHIBIT "B" TO FRANCHISE AGREEMENT

CHICK-FIL-A TRADEMARKS

The following trademarks are presently registered on the principal register of the United States Patent and Trademark Office:

Mark	Registration / Application Number	Registration / Application Date*
Authentic Originals Logo	7,255,003	12/26/2023
Block C Logo	4,213,524	09/25/2012
Block C Logo	7,018,860	04/04/2023
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	7,018,859	04/04/2023
Chick-fil-A	98/403,995**	02/13/2024
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	7,019,097	04/04/2023
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Code Moo	97/809,829**	02/24/2023

Coma Más Chikin	97/882,890**	04/11/2023
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	7,274,314	01/16/2024
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023
Delivery From Us to You & Design	6,569,305	11/23/2021
Delivery Pin Design	98/360,588**	01/17/2024
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (Stylized)	98/112,871**	02/13/2023
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	7,026,679	04/11/2023
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	7,224,738	11/21/2023
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	98/430,584**	03/02/2024
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	7,196,209	10/17/2023
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
Waffle Fry Heart Design	98/349,346**	01/09/2024
Waffle Fry Heart Design	98/349,350**	01/09/2024

We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996
Zi Fei Le (Traditional Chinese Characters)	98/297,187**	12/04/2023

* Any required affidavits and renewals pertaining to these Marks have been filed.

EXHIBIT "C" TO FRANCHISE AGREEMENT

CHICK-FIL-A MENU OFFERINGS

EXHIBIT "C" TO FRANCHISE AGREEMENT

CHICK-FIL-A MENU OFFERINGS

Chick-fil-A® Chicken Sandwich
Chick-fil-A® Chicken Deluxe Sandwich
Chick-fil-A® Spicy Chicken Sandwich
Chick-fil-A® Spicy Chicken Deluxe Sandwich
Chick-fil-A® Grilled Chicken Sandwich
Chick-fil-A® Grilled Chicken Club Sandwich
Chick-fil-A Chick-n-Strips®
Chick-fil-A® Nuggets
Chick-fil-A® Grilled Nuggets
Gluten Free Bun

Wrap
Grilled Chicken Cool Wrap®

Beverages
Chick-fil-A® Lemonade
Chick-fil-A® Diet Lemonade
Coca-Cola® Soft Drinks (Required: Coke, Diet Coke, Coke Zero Sugar, Sprite, Hi-C)
Dr. Pepper® Soft Drinks (Required: Dr. Pepper, Diet Dr. Pepper)
Iced Tea - Sweetened
Iced Tea – Unsweetened
Chick-fil-A Sunjoy®
Milk
Chocolate Milk
Chick-fil-A® Coffee, sourced by THRIVE Farmers
Chick-fil-A® Iced Coffee
Simply Orange
Honest Kids Appley Ever After Juice Drink
DASANI Bottled Water

Desserts
Chocolate Chunk Cookie
Icedream®
Chocolate Milkshake
Strawberry Milkshake
Vanilla Milkshake
Cookies-&-Cream Milkshake
Chick-fil-A® Frosted Lemonade
Chick-fil-A® Frosted Diet Lemonade
Chick-fil-A® Frosted Coffee
Chocolate Fudge Brownie

Side Items
Chick-fil-A Waffle Potato Fries®
Kale Crunch
Mac & Cheese
Side Salad
Chicken Soup
Fruit Cup
Greek Yogurt Parfait
Cinnamon Applesauce (Buddy Fruits®)
Chick-fil-A® Waffle Potato Chips

Salads
Chick-fil-A® Cobb Salad
Chick-fil-A® Spicy Southwest Salad
Chick-fil-A® Grilled Market Salad

Breakfast
Chick-fil-A® Chicken Biscuit
Chick-fil-A® Spicy Chicken Biscuit*
Plain Biscuit
Chick-fil-A® Chicken, Egg & Cheese Biscuit
Chick-fil-A Chick-n-Minis™
Egg White Grill
Chicken Hash Brown Scramble Bowl
Sausage Hash Brown Scramble Bowl
Chicken Hash Brown Scramble Burrito
Sausage Hash Brown Scramble Burrito
Hash Browns
Bacon, Egg & Cheese Biscuit
Bacon & Egg Biscuit
Bacon Biscuit
Sausage, Egg & Cheese Biscuit
Sausage & Egg Biscuit
Sausage Biscuit
Egg Biscuit
Sausage, Egg & Cheese English Muffin
Bacon, Egg & Cheese English Muffin

Catering
Chick-fil-A Nuggets Tray
Chick-fil-A Chick-n-Strips® Tray
Garden Salad Tray
Fruit Tray
Chocolate Chunk Cookie Tray
Chocolate Fudge Brownie Tray

Chick-fil-A Chick-n-Minis® Tray
Chilled Grilled Chicken Sub Sandwich
Chick-fil-A Cool Wrap® Tray
Chick-fil-A® Waffle Potato Chips

Dipping Sauces
Chick-fil-A Sauce
Polynesian Sauce
Barbeque Sauce
Honey Mustard Sauce
Sweet & Spicy Sriracha Sauce
Garlic & Herb Ranch Sauce
Honey Roasted BBQ Sauce

* Items may not be offered in all locations.

Salad Dressings
Zesty Apple Cider Vinaigrette
Avocado Lime Ranch
Light Balsamic Vinaigrette
Creamy Salsa
Fat Free Honey Mustard
Garlic & Herb Ranch
Light Italian

Note: Does not include seasonal menu items that are launched annually.

chick-fil-a.com/Food/Menu

ADDENDA "1-A" AND "1-B" TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENTS FOR TRADITIONAL UNIT

ADDENDUM "1-A" TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT
(Sole Proprietorship)

THIS ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (this "Amendment") is made and shall be effective as of the ___ day of _____, 20___ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and its franchisee, _____ (the "Operator").

BACKGROUND

A. On or about _____, Chick-fil-A, Inc. and the Operator entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at _____, (address) (the "Agreement").

B. Pursuant to the terms of the Agreement, Chick-fil-A and the Operator desire to amend and otherwise reaffirm the terms of the Agreement pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business at the following address:

_____
_____
_____
_____

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.

3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars ($5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.

5. The Operator hereby agrees that the Additional Business described above shall be governed by the terms of the Agreement, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit "A" to this Amendment.

6. This Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.

7. The Operator acknowledges and agrees to all of his/her obligations under the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease) and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

IN WITNESS WHEREOF, Chick-fil-A, Inc. and the Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.

CHICK-FIL-A, INC.

By:_____

Title:_____

Date:_____

OPERATOR

_____

Printed Name:_____

Date:_____

ADDENDUM "1-B" TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT

(Business Entity)

THIS ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (this "Amendment") is made and shall be effective as of the ___ day of _____, 20___ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its franchisee, _____, a _____[corporation][limited liability company] (the "Operator") and _____, the original signatory to the Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the "Operator-Owner").

BACKGROUND

A. On or about _____, Chick-fil-A and the Operator-Owner entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at _____, (address) (the "Agreement").

B. On or about _____, the Operator-Owner, after obtaining all required approvals and consents under the Agreement transferred and assigned his or her interest in the Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the "Assignment").

C. Pursuant to the terms of the Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Agreement and the Assignment pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement and the Assignment.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement and the Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties , each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business at the following address:

_____
_____
_____
_____

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.

3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars ($5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.

5. The Operator and the Operator-Owner hereby agree that the Additional Business described above shall be governed by the terms of the Agreement and the Assignment, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit "A" to this Amendment.

6. This Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease, are attached to, incorporated in, and made a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.

7. Operator and the Operator-Owner acknowledge and agree to all of their respective obligations under the Assignment and the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease) and reaffirm the continuing existence and validity of the Agreement and the Assignment. Subject to their terms and conditions, as modified by this Amendment, the Agreement and the Assignment are in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

8. Pursuant to the Assignment and this Amendment, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease. Nothing contained in this Amendment shall be deemed to relieve the Operator-Owner of any of his/her obligations contained in the Assignment or the Agreement. The Operator-Owner further agrees to, and by this instrument does hereby, guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease. Without limiting the foregoing, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A that: (i) the Operator shall pay all amounts to be paid and otherwise comply with all provisions of the Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses; and (ii) if the Operator defaults in making any such payments or complying with any such provisions, the Operator-Owner shall pay forthwith upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of any such non-compliance.

9. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease, shall also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under said Assignment and Agreement and, pursuant to its terms, grounds for termination and/or non-renewal of the Agreement, this Amendment and the franchise granted under such Agreement.

IN WITNESS WHEREOF, Chick-fil-A, Inc., the Operator and the Owner-Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

[OPERATOR]

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR-OWNER:

_____

Printed Name: _____

Date: _____

ADDENDA "2-A" AND "2-B" TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENTS FOR CAPTIVE VENUE

ADDENDUM "2-A" TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE

(Sole Proprietorship)

THIS ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE (this "Amendment") is made and shall be effective as of the ___ day of _____, 20___ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and its franchisee, _____ (the "Operator").

BACKGROUND

A. On or about _____, 20___ Chick-fil-A, Inc. and the Operator entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at _____, (address) (the "Agreement").

B. Pursuant to the terms of the Agreement, Chick-fil-A, Inc. and the Operator desire to amend and otherwise reaffirm the terms of the Agreement pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business as a Captive Venue Unit at the following address:

_____
_____
_____
_____

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.

3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars ($5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the

availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.

5. The Operator hereby agrees that the Additional Business described above shall be governed by the terms of the Agreement, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, the Concession Agreement and any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Concession Sublicense Agreement for the Additional Business which is attached as Exhibit "A" to this Amendment.

6. This Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.

7. The Operator acknowledges and agrees to all of his/her obligations under the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement) and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

IN WITNESS WHEREOF, Chick-fil-A, Inc. and the Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

OPERATOR

_____

Printed Name: _____

Date: _____

EXHIBIT "A" TO ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE

CONCESSION SUBLICENSE AGREEMENT

THIS CONCESSION SUBLICENSE AGREEMENT (this "Agreement") for the Chick-fil-A Restaurant Site described in this Agreement is made by and between CHICK-FIL-A, INC., a Georgia corporation, as sublicensor or concessionaire having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and _____, a _____ _____, as sublicensee or sub-concessionaire (the "Operator"), and will be effective as of the ___ day of _____, 20___.

BACKGROUND

A. Chick-fil-A is currently a party to a certain concession agreement attached as Exhibit C as it may be amended from time to time together with all its exhibits and schedules (the "Concession Agreement") with the third party owner or manager of the Site identified in the Concession Agreement ("Concessionor"). Under the Concession Agreement, Concessionor granted Chick-fil-A the right to conduct a restaurant business and/or a license to operate one or more Chick-fil-A concessions at the Site, consisting of the concession location(s) identified in the data sheet attached as Exhibit A as it may be amended from time to time (individually and collectively, the "Concession Location(s)"). The Site is sometimes also referred to in this Agreement as the "Concession Location(s)."

B. The Operator (i) is a franchised Chick-fil-A® Restaurant business operator holding a valid Franchise Agreement (together with its attached Lease(s) and in the case of any Captive Venue Unit(s), its attached Concession Sublicense Agreement(s) and their attached Concession Agreement(s), any other existing Additional Business Amendment(s), and all other exhibits and amendments, collectively the "Franchise Agreement") and is entering into this Agreement the same date that the Additional Business Amendment for Captive Venue to which this Agreement is attached (the "Additional Business Amendment") to operate the Captive Venue Unit (as defined below) as an Additional Business; or (ii) is entering into the Franchise Agreement to which this Agreement is attached as of the same date that this Agreement shall be effective in order to operate the Captive Venue Unit as the Initial Business (the Franchise Agreement, this attached Agreement and all other exhibits and amendments, collectively the "Franchise Agreement").

C. Chick-fil-A desires to sublicense its rights and privileges under the Concession Agreement to the Operator, and the Operator desires to accept the sublicense and faithfully perform Chick-fil-A's obligations under the Concession Agreement as part of a set of rights granted by Chick-fil-A to the Operator under the Franchise Agreement to operate a certain quick-service food business at the Concession Location(s) as a Business that is a Captive Venue Unit under the trade name "Chick-fil-A" pursuant to the Franchise Agreement. The Business that is operated pursuant to the Franchise Agreement, the Additional Business Amendment if applicable, and this Agreement, is sometimes also referred to in this Agreement as the "Captive Venue Unit."

D. This Agreement, its attached Concession Agreement and (if applicable) the Additional Business Amendment to which they are attached are a part of and are incorporated by reference into the Franchise Agreement. If the Captive Venue Unit is an Additional Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit "A" to the Additional Business Amendment that is used for Captive Venue Units in place of any Lease for the Captive Venue Unit. If the Captive Venue Unit is the Initial Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit "A" to the Franchise Agreement that is used for Captive Venue Units in in place of any Lease for the Captive Venue Unit.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. **Recitals; Definitions**. The parties incorporate into this Agreement the recitals under the Background section above as if stated here in full. Capitalized terms used but not otherwise defined in this Agreement, including in Exhibit A, Exhibit B and Exhibit C as they may be amended from time to time, which are incorporated in and made a part of this Agreement by this reference, will have the meanings given to them in the Franchise Agreement and the Additional Business Amendment (if applicable).

2. **Sublicense; Use; Operator Duty to Perform Under Concession Agreement**.

(a) As of the effective date of this Agreement, subject to the terms and conditions of the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement, Chick-fil-A grants a limited sublicense or subconcession (collectively, "sublicense") to the Operator of all of its rights and privileges under the Concession Agreement to use and occupy the Site solely for the Business that is a Captive Venue Unit during the Agreed Term of this Agreement (as defined in Section 4), selling only such products and operating in such a manner as permitted and authorized pursuant to the Franchise Agreement ("Permitted Use"). The limited sublicense is non-exclusive, and no so-called "exclusive," "protected" or other territorial rights in the Site, the Captive Venue Unit, the Concession Location(s), or the contiguous market area around the Concession Location(s) are granted or inferred. All rights and licenses not expressly granted to the Operator under the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement are reserved exclusively by and unto Chick-fil-A.

(b) The Operator accepts the above grant of the limited sublicense and agrees to be bound by and observe and faithfully perform Chick-fil-A's obligations, agreements, commitments, duties and liabilities as if the Operator is the licensee or concessionaire under the Concession Agreement, except as otherwise agreed by Chick-fil-A and the Operator and stated on the data sheet attached as Exhibit A. Notwithstanding the above, Chick-fil-A will provide and install the Equipment and any additional Equipment pursuant to Section 6 of this Agreement.

(c) The Operator acknowledges and agrees that its rights under this Agreement are derivative of the Operator's status as an Operator under the Franchise Agreement and that these rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator will comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator will constitute a breach of this Agreement. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard of conduct, with respect to the franchised Businesses and/or with respect to the Captive Venue Unit, that would constitute a violation of this Agreement, the Concession Agreement or the Franchise Agreement, as applicable.

(d) The Operator will use and occupy the Site solely for the Permitted Use. The Site, as well as the Operator's use and occupancy of the Site, is subject to the terms and conditions in the Concession Agreement, and any and all agreements or instruments now or in the future of record or otherwise affecting title to or otherwise affecting title to or use of the Site, including any prime lease, ground lease or other title documents, which will be attached as exhibit(s) to the Concession Agreement. The Operator will open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the Concession Agreement and any applicable prime lease, ground lease or other title documents, unless otherwise limited by state or local laws and

ordinances, and will otherwise observe and abide by the Franchise Agreement, as well as Chick-fil-A's then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator will not use, and will not permit any person to use, any part of the Site in violation of this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines. The Operator will keep the Site in a clean and wholesome condition, and will repair, maintain and conduct the Captive Venue Unit on the Site in full compliance with this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines, all as modified from time to time. Unless Chick-fil-A (or Concessionor) is remodeling or re-building the Site pursuant to Subsection 3(e) of this Agreement, the Operator will continuously occupy the Site during the Agreed Term and will not vacate or abandon the Site at any time during the Agreed Term, except during designated periods if the use of the Site is seasonal or otherwise limited to certain periods under the Concession Agreement. The Operator will continuously occupy the Site during the applicable periods during the Agreed Term and will not vacate or abandon the Site at any time during the applicable periods during the Agreed Term. The Operator will use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise conform to the requirements of this Agreement and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

(e) The Operator will use and occupy the Site in compliance with all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, environmental laws, and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator. Environmental laws include 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated under these federal statutes.

(f) The Operator hereby acknowledges and agrees that the Operator's operation of the Site during the Term of this Agreement could be restricted or changed as a result of an amendment or modification to the Concession Agreement either entered into by Chick-fil-A in the exercise of its sole and exclusive business judgment with Concessionor or otherwise binding on Chick-fil-A (including without limitation an amendment or modification to any one or more of any prime lease, ground lease, or other title documents or the manner of calculating the use/occupancy fee payable to Concessionor as provided for under the Concession Agreement and summarized on the data sheet attached as Exhibit A. These amendments or modifications could include changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under the Franchise Agreement, this Agreement or otherwise arising out of or relating to, any amendments or modifications to the Concession Agreement (including with regard to any covenants or restrictions and any final, new or substituted fees payable to Concessionor). Chick-fil-A will exercise commercially reasonable efforts to notify the Operator of any amendment or modification impacting the Site, but any delay or lack of notice will not affect the Operator's consent, agreement, waiver or release granted above, or the validity or enforceability of any amended or modified provision agreed to by Chick-fil-A and Concessionor from time to time.

(g) The Operator will not make any agreement with Concessionor which does or could modify, amend, cancel or terminate the Concession Agreement.

(h) Chick-fil-A and the Operator acknowledge and agree that the actual title of the Concession Agreement may differ from the words "Concession Agreement" and the definitions assigned to Chick-fil-A as licensee or concessionaire and to Concessionor may also differ from the terms used in this Agreement, but for purposes of this Agreement the terms "Concession Agreement," "Concessionor" and "Concessionaire" will be used to refer to the corresponding title and terms actually used in the Concession Agreement.

(i) Chick-fil-A is sublicensing to the Operator, subject to the terms and conditions of this Agreement, only those rights acquired by Chick-fil-A by virtue of the Concession Agreement. The Concession Agreement describes Concessionor's duties which Concessionor, and not Chick-fil-A, is obligated to perform. If Concessionor fails to perform its duties under the Concession Agreement, the Operator must send Chick-fil-A written notice describing Concessionor's default in detail. Upon receipt of the notice, Chick-fil-A will then promptly notify Concessionor and demand performance of the Concession Agreement. In the event the Operator wishes to engage the services of an attorney to settle any disputes arising out of the Concession Agreement, all fees and costs will be borne by the Operator, it being understood that Chick-fil-A is under no obligation to bring or defend any action brought by or against the Operator or Concessionor.

(j) The Operator acknowledges that there may be certain provisions in the Concession Agreement, including any provision against competition among the licensees or concessionaries of the overall premises in which the Site is located, requiring performance by other licensees or concessionaries within the premises or by the Concessionor. Chick-fil-A will not be liable for any breach or default of any of these provisions by any other licensees or concessionaries within the overall premises or by the Concessionor, or for Concessionor's failure, inability (whether temporary or indefinite), or simple refusal, to enforce any of these provisions. The Operator further acknowledges that Chick-fil-A will have no obligation whatsoever to require Concessionor to enforce any provision against any other licensees or concessionaires.

(k) This Agreement is not and shall not be interpreted or deemed to be an assignment of the Concession Agreement to the Operator. It is the express intent of the parties to enter into a sublicense or subconcession agreement between Chick-fil-A and the Operator and not to make an assignment of the Concession Agreement to the Operator.

3. **Operator Warranties and Obligations**.

(a) The Operator and if applicable, the Operator-Owner pursuant to the Assignment and Consent to Assignment (the "Assignment") and the Additional Business Amendment (if applicable), each represents and warrants to Chick-fil-A that the execution, delivery and performance of this Agreement by the Operator and if applicable the Operator-Owner will not contravene any certificate of incorporation or certificate of formation, by-laws, operating agreement, law or regulation or agreement applicable to the Operator and if applicable, the Operator-Owner, or this Agreement or the Concession Agreement. The Operator and if applicable the Operator-Owner each further covenants and agrees to comply with all laws and regulations applicable to the Operator and the Operator-Owner, respectively, during the Term in conjunction with the Operator's or as applicable the Operator-Owner's performance of the Concession Agreement as sublicensee or subconcessionaire.

(b) By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements on the Site and found them to be in a safe, satisfactory, and completed condition. The Site, including the Equipment and the Leasehold Improvements in and on the Site, are provided to Operator by Chick-fil-A and/or Consignor "***AS IS***" and "***WHERE IS***" and without

any warranty of any kind from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Site, including the Equipment and the Leasehold Improvements, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(c) The menu of Products that may be offered, sold and distributed from the Concession Location(s) will be limited to the Products authorized under the Concession Agreement and stated on the data sheet attached as Exhibit A. If stated in Exhibit A, certain Products sold or distributed from the Concession Location(s) identified in Exhibit A may be freshly produced at the Concession Location(s), while other Products or the components of other Products identified in Exhibit A must be freshly produced in the Business identified in Exhibit A, which will serve as a commissary for the Concession Location(s), and delivered to the Concession Location(s) via approved Temperature Management System (TMS) bags. Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A System (and specifically approved for sale at the Concession Location(s)) may be sold from, produced and/or held in the Concession Location(s). Products or components of Products freshly produced at the Concession Location(s) may only be sold or distributed from the Concession Location(s) and may not be sold, delivered, or given away to the Operator's Business identified in Exhibit A, any other Business(es) which the Operator has the right to operate under the Franchise Agreement (if any), to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

(d) Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Concession Location(s) and the Business, if applicable, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for Captive Venue Unit locations established by Chick-fil-A, and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Concession Location(s). Any transportation of Products, Ingredients, promotional items, and other items by the Operator will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Concession Agreement and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements).

(e) Subject to the terms and conditions of the Concession Agreement, if at any time Chick-fil-A or Concessionor determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, Concessionor, or as applicable, their respective agents and designees will have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's and/or Concessionor's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Equipment, the Leasehold Improvements, design and décor, trade dress, color scheme and other things as Chick-fil-A and/or Concessionor deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Agreement, the Franchise Agreement and/or the Concession Agreement, the Operator will permit and cooperate with Chick-fil-A and/or Concessionor and their respective agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

(f) The Operator will not make or permit any change in, alteration of, or addition to any part of the Site, or remove any Leasehold Improvements or any of the Equipment, unless required by or agreed to by Chick-fil-A and/or as applicable Concessionor as provided in the Concession Agreement. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Effective Date, are the property of Chick-fil-A (including the

Equipment) or of Concessionor or the fee owner of the Site, are and will remain the property of the respective owner and considered to be leased or sublicensed under this Agreement.

(g) The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Agreed Term, at the Operator's own expense, insurance on the Site and for the operation of the Captive Venue Unit as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, including any changes or modifications, subject to any additional or greater coverage requirements and terms and conditions under the Concession Agreement or any prime lease or ground lease. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase the insurance, and the Operator will reimburse Chick-fil-A pursuant to Subsection 5(f). Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for coverage or premium expenses nor guarantees coverage or payment for any losses sustained by the Operator.

(h) Subject to the terms and conditions of the Concession Agreement, Chick-fil-A and its designees will have the right to enter and inspect the Site at any time on any Business Day, without notice to the Operator, to insure that the Operator and all aspects of the Site are in compliance with this Agreement, the Concession Agreement and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

(i) The Operator and if applicable, the Operator-Owner reaffirms the provisions of Section 25.3 of the Franchise Agreement as applicable to the Captive Venue Unit, and each acknowledges and agrees that the Captive Venue Unit involves risk, and the success or lack of success of any particular Chick-fil-A Business is unknown. The Operator and if applicable, the Operator-Owner each has made its own independent determination of the viability of and within this particular location and is not relying on any representations or claims whatsoever as to the actual or prospective profitability, ease of operation, success or failure, costs to construct, of this or any other Chick-fil-A concession restaurant business located within Concessionor's premises.

4. **Term; Termination**.

(a) Unless earlier terminated as provided in this Agreement or in the Franchise Agreement, the initial term of this Agreement with respect to the Captive Venue Unit (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Agreed Term" or the "Term." Unless this Agreement, the Franchise Agreement or the Concession Agreement is terminated earlier, the Agreed Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Agreed Term; provided however, this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Captive Venue Unit or the Franchise Agreement is otherwise terminated or not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Concession Agreement pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal pursuant to Section 2.4 of the Franchise Agreement by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-

fil-A in writing of the Operator's decision to either renew or not renew upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

(b) The rights granted under this Agreement are contingent upon the Franchise Agreement, the Additional Business Amendment (if applicable), this Agreement and the Concession Agreement being in full force and effect. Notwithstanding anything in this Agreement to the contrary, this Agreement with respect to the Captive Venue Unit, the Site of which is subject to the Concession Agreement and may be subordinate and further subject to any prime lease, ground lease or other title documents attached as exhibits to the Concession Agreement, will terminate automatically, without any notice to the Operator upon (i) the expiration or earlier termination of the Concession Agreement, or any applicable prime lease or ground lease for the Site; (ii) the termination, expiration, closure or loss of the Concession Location(s); or (iii) the termination or expiration of the Franchise Agreement or the Additional Business Amendment (if applicable). Chick-fil-A will have the sole right in the exercise of its sole and exclusive business judgment whether to exercise any termination rights or renewal rights under the Concession Agreement and whether to negotiate and agree upon any renewal terms, which may result in amendments or modifications to the Concession Agreement, including those described in Subsection 2(f).

(c) Notwithstanding anything in this Agreement to the contrary, in addition to the above, this Agreement with respect to the Captive Venue Unit will terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required under the Franchise Agreement and this Agreement.

(d) If: (i) the Operator does not diligently make application for and pursue the required permits and licenses to operate the Captive Venue Unit; and/or (ii) the Operator does not open the Concession Location(s) within forty-five (45) days after Chick-fil-A completed its obligation to provide and install the Equipment and any additional Equipment pursuant to Subsection 6(a) and the Equipment Lease Addendum attached to this Agreement as Exhibit B and after Concessionor completed construction and development of the Concession Location(s) and access to the Concession Location(s) was provided by Concessionor (or earlier time period required under the Concession Agreement for commencement of operation of the Captive Venue Unit), then the Operator will be in material default under this Agreement and Chick-fil-A may terminate this Agreement upon ten (10) days' written notice.

(e) In addition to the termination provisions elsewhere in this Agreement, including in this Section 4, this Agreement and the term and license granted in this Agreement are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as defined below), the Operator is in default under this Agreement, Chick-fil-A will have the right and, at its election, may terminate this Agreement pursuant to Subsection 4(f) below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as "Events of Default") will each be an event of default by the Operator under this Agreement: (i) the Operator defaults in the payment of any installment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement; (ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or complied with by the Operator (or, as applicable, the Operator-Owner) under this Agreement other than the payment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement, and other than any other Event of Default listed in this Subsection 4(e), and such default continues for ten (10) days after notice in writing to the Operator; (iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Agreement (or the Operator's interest in this Agreement or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of

Chick-fil-A, and Concessionor, contrary to Section 9 below; (iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable), or the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable) terminates or expires by lapse of time or otherwise; (v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to comply with any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Concession Agreement, any prime lease, ground lease or other title documents (or any document related to any of the above); (vi) the Operator vacates or abandons the Site.

(f) Upon the occurrence of an Event of Default as set forth in Subsection 4(e) above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, will have the right, upon its election, to terminate this Agreement immediately and to declare the Term of this Agreement ended upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. If this Agreement is terminated under this Subsection 4(f) or otherwise terminates or expires, then (1) the Franchise Agreement will also immediately and automatically terminate or expire as to the Captive Venue Unit effective as of the effective date of termination or expiration of this Agreement and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator; and (2) Chick-fil-A will have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. Chick-fil-A and the Operator also expressly acknowledge and agree that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, will also terminate this Agreement effective immediately, without further notice being required.

(g) Upon termination or expiration of this Agreement, the Operator will quit and surrender the premises of the Concession Location(s) to Chick-fil-A but the Operator will remain liable for the balance of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement to Chick-fil-A or any payments due Concessionor as provided in the Concession Agreement and/or in this·Agreement. The Operator agrees that upon default Concessionor may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Concession Agreement and/or this Agreement, any payment made by the Operator to Chick-fil-A or Concessionaire or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain access to and possession of the Concession Location(s) by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

(h) Notwithstanding anything to the contrary contained in this Agreement or in the Franchise Agreement, the terms of this Agreement and the Operator's use, occupancy, maintenance, repair and restoration of the Site are subject and subordinate to the terms, covenants, conditions, agreements and requirements of the Concession Agreement and any prime lease, ground lease or other title documents attached as exhibit(s) to the Concession Agreement. The Operator must not commit or permit to be committed on or with regard to the Site any act or omission that will violate any term or condition of the Concession Agreement or any attached prime lease, ground lease or other title documents. Chick-fil-A may exercise any and all remedies available to Concessionor under the Concession Agreement in order for

Chick-fil-A to enforce its rights under this Agreement, in addition to any other remedies provided under this Agreement or the Franchise Agreement or available at law or in equity.

5. **Use/Occupancy Charge to Concessionor; Payments to Chick-fil-A**.

(a) Except as specifically provided for under the Concession Agreement and stated on the data sheet attached as Exhibit A, the Operator agrees to directly make all payments to Concessionor for use/occupancy of the Concession Location(s) required under the Concession Agreement in the manner required (collectively, the "Use/Occupancy Charge"). The Use/Occupancy Charge may be described as a use/occupancy fee, rent, license fees, service fees or otherwise. Alternatively, Concessionor may collect the Gross Receipts of the Captive Venue Unit from sales to customers and then distribute to the Operator (or Chick-fil-A on the Operator's behalf) a "commission," where the commission is the balance of the Gross Receipts after Concessionor subtracts the Use/Occupancy Charge amount (and if applicable, any sales tax Concessionor undertakes the responsibility to report and pay). The Use/Occupancy Charge is summarized on the data sheet attached as Exhibit A. Except as specifically stated on the data sheet attached as Exhibit A, as between Chick-fil-A and the Operator, Chick-fil-A will not have any monetary obligation to Concessionor under this Agreement. If the Operator is late in making any payment or fails to make any payment due to Concessionor under the Concession Agreement, the Operator will indemnify and hold harmless Chick-fil-A pursuant to Section 10 of this Agreement.

(b) At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations with respect to the Use/Occupancy Charge and any of the Operator's other payment obligations described in the Concession Agreement, and any adjustment or increases to the Operator's payment obligations.

(c) Notwithstanding anything to the contrary in the Concession Agreement, as between Chick-fil-A and the Operator, all Gross Receipts generated as a result of sales from the Captive Venue Unit, will be deemed to be Gross Receipts of the Operator, and the Operator and not Chick-fil-A will have sole responsibility for payment of any sales, use, or excise tax, any apportioned personal property tax or any other tax arising from the Captive Venue Unit, the sale and distribution of Products and promotional items, the lease of the Equipment and/or the presence of the Equipment at the Captive Venue Unit, directly or through Concessionor. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

(d) Gross Receipts generated as a result of sales from the Captive Venue Unit will be accounted for on a separate Fee Calculation Report for the Captive Venue Unit. Except as specifically stated on the data sheet attached as Exhibit A, the Fee Calculation Report will also reflect the calculation and payment of all fees and other operating costs and expenses related to the operation of the Captive Venue Unit that are due and will be calculated under the terms of the Franchise Agreement. Chick-fil-A will have the right and Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, operating costs, expenses and taxes incurred with respect to the Captive Venue Unit and to make calculations and allocations to Operator's Businesses as may be required under the Franchise Agreement and in order to effectuate the terms of the Franchise Agreement and this Agreement and to produce the Fee Calculation Report for each of Operator's Businesses.

(e) The Operator understands and agrees that the Operator's obligation to furnish and send reports and records pursuant to Section 15.1 and Section 15.2 of the Franchise Agreement applies to the Captive Venue Unit and includes all reports and records designated by Chick-fil-A that the Operator furnishes to or receives from Concessionor. The Operator authorizes Chick-fil-A to request and receive any reports and records it designates relating to the Captive Venue Unit directly from Concessionor.

(f) If any charge, fee, cost or expense which the Operator is obligated to pay pursuant to this Agreement or the Concession Agreement is initially billed to or paid by Chick-fil-A, Chick-fil-A will have the right to rebill the amount to the Operator. If Chick-fil-A rebills any amount to the Operator, the Operator will pay promptly the rebilled charge, fee, cost or expense directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any charge, fee, cost or expense on behalf of the Operator, the Operator will reimburse Chick-fil-A immediately upon the Operator's receipt of Chick-fil-A's written notice of having made the payment, in Chick-fil-A's sole and exclusive business judgment, either by (i) issuing Chick-fil-A a check or (ii) acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A under the Franchise Agreement.

(g) If the Operator fails to perform any of its obligations under this Agreement or under the Concession Agreement, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest for the period beginning with the original due incurred to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Interest will be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

6. **Leased Equipment and Fee**.

(a) Pursuant to the terms and conditions of this Agreement and the Equipment Lease Addendum attached to this Agreement as Exhibit B as it may be amended from time to time, Chick-fil-A has delivered, or will deliver to the Site, the Equipment (as defined below) and other property described in the Equipment Lease Addendum solely for use in the operation of the Captive Venue Unit. "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in the Equipment Lease Addendum together with any replacements of and additions or accessions to the original equipment.

(b) In consideration of the lease of the Equipment, the Operator will pay to Chick-fil-A when due, the Equipment Rental stated in Exhibit B.

7. **Default; Termination and Expiration**. In addition to the termination and expiration provisions in Section 2 and Section 4 of this Agreement, this Agreement and the rights granted under this Agreement may be terminated for a default under this Agreement or the Concession Agreement in the manner provided in the Franchise Agreement or the Concession Agreement. A default by the Operator under the Concession Agreement will also be a default under this Agreement and the Franchise Agreement. Subject to Section 8 of this Agreement, if this Agreement is terminated or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire as to the Captive Venue Unit, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. The rights granted under this Agreement, including the sublicense granted in Subsection 2(a) of this Agreement, will also immediately and automatically terminate or expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A will have the right to enter upon and take possession of the Site and the Captive Venue Unit without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site and

the Captive Venue Unit immediately upon the termination or expiration of this Agreement or the Concession Agreement and the accompanying sublicense and to permit the peaceable possession of the Site and the Captive Venue Unit by Chick-fil-A or, at Chick-fil-A's election, a Chick-fil-A affiliate or another Chick-fil-A franchisee. Chick-fil-A may operate the Concession Location(s) directly or through an affiliate or may offer the right to operate the Concession Location(s) to another franchisee.

8. **Survival**. Upon the termination, expiration, or suspension of this Agreement, all obligations under this Agreement and under the Franchise Agreement that expressly or by their nature are intended to survive the termination or expiration of this Agreement, including, but not limited to, any limitations of liability, and the Operator's and if applicable, the Operator-Owner's reporting, payment and indemnification obligations to Chick-fil-A (as well as any like obligations under the Franchise Agreement and if applicable the Assignment, which were incorporated by reference into this Agreement and the Additional Business Amendment (if applicable), will survive the termination, expiration or suspension of this Agreement.

9. **Compliance with Franchise Agreement and the Assignment**. Except as specifically provided in this Agreement, the Operator, and if applicable, the Operator-Owner, respectively, will comply with all of the provisions of the Franchise Agreement and if applicable the Assignment with respect to this Agreement, the Site and the Captive Venue Unit, even if not specifically described or referred to in this Agreement. As a reminder, but in no way limiting the application of all of the other provisions of the Franchise Agreement, the provisions of the Franchise Agreement include: Article 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Article 7 INSURANCE, Article 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Article 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Article 19 USE OF THE MARKS, Article 21 TRANSFERABILITY OF INTEREST, Article 22 REMEDIES, Article 24 TERMINATION, Article 25 FRANCHISE RELATIONSHIP, Article 27 INDEMNIFICATION, and Article 28 GENERAL PROVISIONS. Article 28 GENERAL PROVISIONS includes provisions with regard to notices as set forth in subsection 28.1, **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in subsection 28.9 and subsection 28.10, **the waiver of any right to trial by jury** as set forth in subsection 28.15 and Operator's agreement **not to pursue any class claims** as set forth in subsection 28.13. Pursuant to the Franchise Agreement and if applicable the Additional Business Amendment to which this Agreement is attached, these and all of the other applicable provisions of the Franchise Agreement will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement and if applicable the Assignment, the express terms of this Agreement will control with respect to the Permitted Use authorized under this Agreement and the limited sublicense granted for the Permitted Use. In addition, the Operator must not do anything in connection with the Site or the Captive Venue Unit that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Site on Sunday or Christmas Day. Chick-fil-A has the right to assign this Agreement to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A under this Agreement will inure to and be binding upon any such assigns. The Operator may not lend, sublicense, subcontract, encumber or in any way transfer or assign the Site, the Captive Venue Unit or any of the Equipment, Leasehold Improvements or any rights under this Agreement, the Additional Business Amendment (if applicable) or the Concession Agreement, or transfer any interest in the Operator (if Operator is an entity), except as may be permitted under the Franchise Agreement. Chick-fil-A will retain all rights attendant to or associated with the ownership of the Equipment and license or sublease of the Site, including the right to depreciate the improvements and the Equipment at the Site for tax, accounting and all other purposes.

10. **Indemnification and Waiver**.

(a) If Chick-fil-A, or a subsequent operator of the Captive Venue Unit or a like business on the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (ii) any claimed violation of any law or ordinance by the Operator, if applicable the Operator-Owner or its agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (iii) any damages allegedly resulting from a breach by the Operator and/or if applicable the Operator-Owner of this Agreement or the Concession Agreement; (iv) any damages allegedly resulting from a willful misrepresentation by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees to Chick-fil-A or Concessionor; or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator's employees, agents, contractors, invitees or customers or if applicable the Operator-Owner; then the Operator and if applicable the Operator-Owner jointly and severally, will indemnify and hold harmless Chick-fil-A and any subsequent operator of the Captive Venue Unit against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A.

(b) At the election of Chick-fil-A or any subsequent operator of the Captive Venue Unit, the Operator and if applicable the Operator-Owner will also defend Chick-fil-A and the subsequent operator in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the Captive Venue Unit to control the litigation. The parties expressly understand and agree that the covenants, agreements and services to be rendered and performed by the Operator and if applicable the Operator-Owner under this Section 10 will survive any termination or expiration of this Agreement or the Franchise Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's and if applicable the Operator-Owner's obligations under this section will apply with respect to, among other things, the Captive Venue Unit, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, the Concession Agreement or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

(d) The Operator's obligations under this section will be in addition to any indemnity and insurance provisions contained in the Concession Agreement and in the Franchise Agreement.

(e) The Operator waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which otherwise might be required to be given under any present or future law. The Operator will not have, and hereby expressly waives, any and all rights which are or may be conferred upon the Operator by any present or future law to redeem this Agreement or the Site, or to re-enter the Site, or to restore the operation of this Agreement, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of this Agreement and the Agreed Term, whether such dispossession, re-entry, expiration or termination of this Agreement and the Agreed Term is by operation of law or pursuant to the provisions of this Agreement. If Chick-fil-A acquires possession without judicial proceedings, it will be deemed a re-entry within the meaning of that word as used in this Agreement

and not a technical or legal definition. In the event that Chick-fil-A elects to recover possession by invoking judicial process, the Operator acknowledges that the Site is to be used for commercial purposes, and the Operator expressly waives and relinquishes any and all protections and rights afforded a commercial tenant under Georgia law, including without limitation O.C.G.A. § 44-7-52, if applicable, or any law of like import now or in the future in effect or applicable, if any.

11. **Effectiveness; Time is of Essence; Separate and Independent Business**. This Agreement will not become valid against either party hereto until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE with respect to the due performance of the terms, covenants and conditions contained in this Agreement, provided, however, that no delay or failure to enforce any of the provisions contained in this Agreement and no conduct or statement will waive or affect any of Chick-fil-A's rights under this Agreement. The Operator will have no authority, express or implied, to act as agent of Chick-fil-A or any of its affiliates for any purpose. The Operator is, and will remain, a separate and independent business person or, as applicable, entity responsible for all obligations and liabilities, directly or indirectly, resulting from the operation of the Captive Venue Unit located on the Site. All agreements, covenants and indemnifications contained in this Agreement or made in writing pursuant to the terms of this Agreement by or on behalf of the Operator will be deemed material and will survive expiration or sooner termination of this Agreement.

12. **Execution; Entire Agreement; Counterparts**.

(a) The parties acknowledge and agree that the data sheet attached as Exhibit A as it may be amended from time to time is complete and accurate and forms a part of this Agreement.

(b) This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD were made by either party and none will have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

(c) This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

13. **Severability**. Each and every provision of this Agreement is severable, and invalidity of one or more provisions will not, in any way, affect the validity of this Agreement or any other provision of this Agreement. If any phrase, clause or provision in this Agreement is deemed to be invalid by a court of competent jurisdiction, to the extent permitted by applicable law, it will not be stricken in its entirety and held totally void and unenforceable, but will remain effective to the maximum extent permissible.

14. **Captions**. The section headings in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have each executed and delivered, or caused their duly authorized representative to execute and deliver, this Agreement as of the date first written above.

OPERATOR [entity]:

_____

By: _____

Name:_____

Title:_____

[*OR*]

OPERATOR [individual]:

_____

Name:

CHICK-FIL-A, INC.

By: _____

Name:_____

Title:_____

EXHIBIT A TO CONCESSION SUBLICENSE AGREEMENT

Data Sheet – Concession Location(s) – terms, etc.

1. Operator: _____

   [Operator-Owner (if applicable): _____]

   Operator's Business referenced in Subsection 3(d):_____
   _____

2. Concessionor referenced in Background Paragraph A above: _____

   a. Concession Location 1 referenced in Background Paragraph A above:

      _____

      Address_____

      Address_____

      City, State, Zip Code_____

   b. Concession Location 2 referenced in Background Paragraph A above:

      _____

      Address_____

      Address_____

      City, State, Zip Code_____

3. Effective Date (referred to in Subsection 4(a)): _____

4. Expiration Date of the Concession Agreement (referred to in the Concession Agreement):

   _____

5. Initial Hours of Operation (referred to in Subsection 2(d) of this Agreement and as may be referred to in the Concession Agreement):

   _____

6. Items that may be produced and sold from the Concession Location(s) (referred to in Subsection 3(c)):

   The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

   _____

   _____

7. Items that may be sold from the Concession Location(s), but must be produced at the Operator's Business (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

_____

8. Use/Occupancy Charge to Concessionor (referred to in Section 5):

_____

_____

9. Equipment and Equipment Rental (referred to in Section 6): **See Exhibit B, attached.**

10. [Fee(s) to Chick-fil-A (referred to in Section 5: The calculation and payment of all fees and other operating costs and expenses related to the operation of the Concession Location(s) that are due and will be calculated under the terms of the Franchise Agreement will be as follows:]

11. Additional Terms/Information:

EXHIBIT B TO CONCESSION SUBLICENSE AGREEMENT

EQUIPMENT LEASE ADDENDUM

(Per Concession Location)

EQUIPMENT LEASE ADDENDUM

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Effective Date, upon the terms and conditions stated below, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum (together with any replacements and additions or accessions to Schedule 1). The Operator agrees that Chick-fil-A will have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator will keep and maintain the Equipment only at the Concession Location(s), unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Concession Location(s), will service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and will not make any changes, alterations or additions to the Equipment without the prior written consent of Chick-fil-A and if applicable, Concessionor, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for the items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably, provided that the Operator will also comply with the Concession Agreement. In the event of any conflict between Concessionor's requirements and Chick-fil-A's requirements, the Operator will notify Chick-fil-A before having any service or repair work performed. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Concession Location(s) or leave Equipment at the Concession Location(s) which had been used at the Concession Location(s) prior to the date of this Agreement.

2. Commencing on the Effective Date, the Operator will pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A in its sole and exclusive judgment initially determined to be Seven Hundred Fifty and No/100 Dollars ($750.00) (the "Equipment Rental"). Chick-fil-A will have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Agreement as revised Exhibit B. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations described in this Agreement with respect to the Equipment and any other payment obligations of the Operator under this Agreement, and any adjustment or increases to the Operator's payment obligations.

3. Commencing on the Effective Date, the Operator will timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Concession Location(s) during the Term of the Concession Agreement, including the following:

(i) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;

(ii) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment, including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and

(iii) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and the affected Equipment cannot reasonably be repaired, then Chick-fil-A will replace the affected Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Concession Location(s), as and to the extent any of this equipment and other related items become worn out. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Equipment or any other Concession Location(s) equipment, furnishings or fixtures.

Schedule 1 to Equipment Lease Addendum

EQUIPMENT SCHEDULES

[See attached]

(Certain equipment, furniture and/or fixtures may be provided by the third-party owner or manager of the Concession Location(s) and is not included in the Equipment provided by Chick-fil-A under this Equipment Lease Addendum. The license or other right to use, and the cost for any Concessionor provided equipment, furniture and/or fixtures is set forth in the Concession Agreement.)

EXHIBIT C TO CONCESSION SUBLICENSE AGREEMENT

Concession Agreement

ADDENDUM "2-B" TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE

(Business Entity)

THIS ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE (this "Amendment") is made and shall be effective as of the ___ day of _____, 20___ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its franchisee, _____, a _____[corporation][limited liability company] (the "Operator") and _____, the original signatory to the Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the "Operator-Owner").

BACKGROUND

A. On or about _____, Chick-fil-A and the Operator-Owner entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at _____, (address) (the "Agreement");

B. On or about _____, 20___ the Operator-Owner, after obtaining all required approvals and consents under the Agreement transferred and assigned his or her interest in the Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the "Assignment").

C. Pursuant to the terms of the Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Agreement and the Assignment pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement and the Assignment.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business as a Captive Venue Unit at the following address:

   _____
   _____
   _____
   _____

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.

3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars ($5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.

5. The Operator and the Operator-Owner hereby agree that the Additional Business described above shall be governed by the terms of the Agreement and the Assignment, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, the Concession Agreement and any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Concession Sublicense Agreement for the Additional Business which is attached as Exhibit "A" to this Amendment.

6. This Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.

7. Operator and the Operator-Owner acknowledge and agree to all of their respective obligations under the Assignment and the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement) and reaffirm the continuing existence and validity of the Agreement and the Assignment. Subject to their terms and conditions, as modified by this Amendment, the Agreement and the Assignment are in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

8. Pursuant to the Assignment and this Amendment, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement including its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement. Nothing contained in this Amendment shall be deemed to relieve the Operator-Owner of any of his/her obligations contained in the Assignment or the Agreement. The Operator-Owner further agrees to, and by this instrument does hereby, guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement including its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement. Without limiting the foregoing, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A that: (i) the Operator shall pay all amounts to be paid and otherwise comply with all provisions of the Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses; and (ii) if the Operator defaults in making any such payments or complying with any such provisions, the

Operator-Owner shall pay forthwith upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of any such non-compliance.

9. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under said Assignment and Agreement and, pursuant to its terms, grounds for termination and/or non-renewal of the Agreement, this Amendment and the franchise granted under such Agreement.

IN WITNESS WHEREOF, Chick-fil-A, Inc., the Operator and the Owner-Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

[OPERATOR]

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR-OWNER:

_____

Printed Name: _____

Date: _____

EXHIBIT "A" TO ADDITIONAL BUSINESS AMENDMENT FOR CAPTIVE VENUE

CONCESSION SUBLICENSE AGREEMENT

THIS CONCESSION SUBLICENSE AGREEMENT (this "Agreement") for the Chick-fil-A Restaurant Site described in this Agreement is made by and between CHICK-FIL-A, INC., a Georgia corporation, as sublicensor or concessionaire having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and _____, a _____ _____, as sublicensee or sub-concessionaire (the "Operator"), and will be effective as of the ___ day of _____, 20___.

BACKGROUND

A. Chick-fil-A is currently a party to a certain concession agreement attached as Exhibit C as it may be amended from time to time together with all its exhibits and schedules (the "Concession Agreement") with the third party owner or manager of the Site identified in the Concession Agreement ("Concessionor"). Under the Concession Agreement, Concessionor granted Chick-fil-A the right to conduct a restaurant business and/or a license to operate one or more Chick-fil-A concessions at the Site, consisting of the concession location(s) identified in the data sheet attached as Exhibit A as it may be amended from time to time (individually and collectively, the "Concession Location(s)"). The Site is sometimes also referred to in this Agreement as the "Concession Location(s)."

B. The Operator (i) is a franchised Chick-fil-A® Restaurant business operator holding a valid Franchise Agreement (together with its attached Lease(s) and in the case of any Captive Venue Unit(s), its attached Concession Sublicense Agreement(s) and their attached Concession Agreement(s), any other existing Additional Business Amendment(s), and all other exhibits and amendments, collectively the "Franchise Agreement") and is entering into this Agreement the same date that the Additional Business Amendment for Captive Venue to which this Agreement is attached (the "Additional Business Amendment") to operate the Captive Venue Unit (as defined below) as an Additional Business; or (ii) is entering into the Franchise Agreement to which this Agreement is attached as of the same date that this Agreement shall be effective in order to operate the Captive Venue Unit as the Initial Business (the Franchise Agreement, this attached Agreement and all other exhibits and amendments, collectively the "Franchise Agreement").

C. Chick-fil-A desires to sublicense its rights and privileges under the Concession Agreement to the Operator, and the Operator desires to accept the sublicense and faithfully perform Chick-fil-A's obligations under the Concession Agreement as part of a set of rights granted by Chick-fil-A to the Operator under the Franchise Agreement to operate a certain quick-service food business at the Concession Location(s) as a Business that is a Captive Venue Unit under the trade name "Chick-fil-A" pursuant to the Franchise Agreement. The Business that is operated pursuant to the Franchise Agreement, the Additional Business Amendment if applicable, and this Agreement, is sometimes also referred to in this Agreement as the "Captive Venue Unit."

D. This Agreement, its attached Concession Agreement and (if applicable) the Additional Business Amendment to which they are attached are a part of and are incorporated by reference into the Franchise Agreement. If the Captive Venue Unit is an Additional Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit "A" to the Additional Business Amendment that is used for Captive Venue Units in place of any Lease for the Captive Venue Unit. If the Captive Venue Unit is the Initial Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit "A" to the Franchise Agreement that is used for Captive Venue Units in in place of any Lease for the Captive Venue Unit.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. **Recitals; Definitions**. The parties incorporate into this Agreement the recitals under the Background section above as if stated here in full. Capitalized terms used but not otherwise defined in this Agreement, including in Exhibit A, Exhibit B and Exhibit C as they may be amended from time to time, which are incorporated in and made a part of this Agreement by this reference, will have the meanings given to them in the Franchise Agreement and the Additional Business Amendment (if applicable).

2. **Sublicense; Use; Operator Duty to Perform Under Concession Agreement**.

(a) As of the effective date of this Agreement, subject to the terms and conditions of the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement, Chick-fil-A grants a limited sublicense or subconcession (collectively, "sublicense") to the Operator of all of its rights and privileges under the Concession Agreement to use and occupy the Site solely for the Business that is a Captive Venue Unit during the Agreed Term of this Agreement (as defined in Section 4), selling only such products and operating in such a manner as permitted and authorized pursuant to the Franchise Agreement ("Permitted Use"). The limited sublicense is non-exclusive, and no so-called "exclusive," "protected" or other territorial rights in the Site, the Captive Venue Unit, the Concession Location(s), or the contiguous market area around the Concession Location(s) are granted or inferred. All rights and licenses not expressly granted to the Operator under the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement are reserved exclusively by and unto Chick-fil-A.

(b) The Operator accepts the above grant of the limited sublicense and agrees to be bound by and observe and faithfully perform Chick-fil-A's obligations, agreements, commitments, duties and liabilities as if the Operator is the licensee or concessionaire under the Concession Agreement, except as otherwise agreed by Chick-fil-A and the Operator and stated on the data sheet attached as Exhibit A. Notwithstanding the above, Chick-fil-A will provide and install the Equipment and any additional Equipment pursuant to Section 6 of this Agreement.

(c) The Operator acknowledges and agrees that its rights under this Agreement are derivative of the Operator's status as an Operator under the Franchise Agreement and that these rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator will comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator will constitute a breach of this Agreement. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard of conduct, with respect to the franchised Businesses and/or with respect to the Captive Venue Unit, that would constitute a violation of this Agreement, the Concession Agreement or the Franchise Agreement, as applicable.

(d) The Operator will use and occupy the Site solely for the Permitted Use. The Site, as well as the Operator's use and occupancy of the Site, is subject to the terms and conditions in the Concession Agreement, and any and all agreements or instruments now or in the future of record or otherwise affecting title to or otherwise affecting title to or use of the Site, including any prime lease, ground lease or other title documents, which will be attached as exhibit(s) to the Concession Agreement. The Operator will open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the Concession Agreement and any applicable prime lease, ground lease or other title documents, unless otherwise limited by state or local laws and

ordinances, and will otherwise observe and abide by the Franchise Agreement, as well as Chick-fil-A's then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator will not use, and will not permit any person to use, any part of the Site in violation of this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines. The Operator will keep the Site in a clean and wholesome condition, and will repair, maintain and conduct the Captive Venue Unit on the Site in full compliance with this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines, all as modified from time to time. Unless Chick-fil-A (or Concessionor) is remodeling or re-building the Site pursuant to Subsection 3(e) of this Agreement, the Operator will continuously occupy the Site during the Agreed Term and will not vacate or abandon the Site at any time during the Agreed Term, except during designated periods if the use of the Site is seasonal or otherwise limited to certain periods under the Concession Agreement. The Operator will continuously occupy the Site during the applicable periods during the Agreed Term and will not vacate or abandon the Site at any time during the applicable periods during the Agreed Term. The Operator will use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise conform to the requirements of this Agreement and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

(e) The Operator will use and occupy the Site in compliance with all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, environmental laws, and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator. Environmental laws include 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated under these federal statutes.

(f) The Operator hereby acknowledges and agrees that the Operator's operation of the Site during the Term of this Agreement could be restricted or changed as a result of an amendment or modification to the Concession Agreement either entered into by Chick-fil-A in the exercise of its sole and exclusive business judgment with Concessionor or otherwise binding on Chick-fil-A (including without limitation an amendment or modification to any one or more of any prime lease, ground lease, or other title documents or the manner of calculating the use/occupancy fee payable to Concessionor as provided for under the Concession Agreement and summarized on the data sheet attached as Exhibit A. These amendments or modifications could include changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under the Franchise Agreement, this Agreement or otherwise arising out of or relating to, any amendments or modifications to the Concession Agreement (including with regard to any covenants or restrictions and any final, new or substituted fees payable to Concessionor). Chick-fil-A will exercise commercially reasonable efforts to notify the Operator of any amendment or modification impacting the Site, but any delay or lack of notice will not affect the Operator's consent, agreement, waiver or release granted above, or the validity or enforceability of any amended or modified provision agreed to by Chick-fil-A and Concessionor from time to time.

(g) The Operator will not make any agreement with Concessionor which does or could modify, amend, cancel or terminate the Concession Agreement.

(h) Chick-fil-A and the Operator acknowledge and agree that the actual title of the Concession Agreement may differ from the words "Concession Agreement" and the definitions assigned to Chick-fil-A as licensee or concessionaire and to Concessionor may also differ from the terms used in this Agreement, but for purposes of this Agreement the terms "Concession Agreement," "Concessionor" and "Concessionaire" will be used to refer to the corresponding title and terms actually used in the Concession Agreement.

(i) Chick-fil-A is sublicensing to the Operator, subject to the terms and conditions of this Agreement, only those rights acquired by Chick-fil-A by virtue of the Concession Agreement. The Concession Agreement describes Concessionor's duties which Concessionor, and not Chick-fil-A, is obligated to perform. If Concessionor fails to perform its duties under the Concession Agreement, the Operator must send Chick-fil-A written notice describing Concessionor's default in detail. Upon receipt of the notice, Chick-fil-A will then promptly notify Concessionor and demand performance of the Concession Agreement. In the event the Operator wishes to engage the services of an attorney to settle any disputes arising out of the Concession Agreement, all fees and costs will be borne by the Operator, it being understood that Chick-fil-A is under no obligation to bring or defend any action brought by or against the Operator or Concessionor.

(j) The Operator acknowledges that there may be certain provisions in the Concession Agreement, including any provision against competition among the licensees or concessionaries of the overall premises in which the Site is located, requiring performance by other licensees or concessionaries within the premises or by the Concessionor. Chick-fil-A will not be liable for any breach or default of any of these provisions by any other licensees or concessionaries within the overall premises or by the Concessionor, or for Concessionor's failure, inability (whether temporary or indefinite), or simple refusal, to enforce any of these provisions. The Operator further acknowledges that Chick-fil-A will have no obligation whatsoever to require Concessionor to enforce any provision against any other licensees or concessionaires.

(k) This Agreement is not and shall not be interpreted or deemed to be an assignment of the Concession Agreement to the Operator. It is the express intent of the parties to enter into a sublicense or subconcession agreement between Chick-fil-A and the Operator and not to make an assignment of the Concession Agreement to the Operator.

3. **Operator Warranties and Obligations**.

(a) The Operator and if applicable, the Operator-Owner pursuant to the Assignment and Consent to Assignment (the "Assignment") and the Additional Business Amendment (if applicable), each represents and warrants to Chick-fil-A that the execution, delivery and performance of this Agreement by the Operator and if applicable the Operator-Owner will not contravene any certificate of incorporation or certificate of formation, by-laws, operating agreement, law or regulation or agreement applicable to the Operator and if applicable, the Operator-Owner, or this Agreement or the Concession Agreement. The Operator and if applicable the Operator-Owner each further covenants and agrees to comply with all laws and regulations applicable to the Operator and the Operator-Owner, respectively, during the Term in conjunction with the Operator's or as applicable the Operator-Owner's performance of the Concession Agreement as sublicensee or subconcessionaire.

(b) By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements on the Site and found them to be in a safe, satisfactory, and completed condition. The Site, including the Equipment and the Leasehold Improvements in and on the Site, are provided to Operator by Chick-fil-A and/or Consignor "***AS IS***" and "***WHERE IS***" and without

any warranty of any kind from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Site, including the Equipment and the Leasehold Improvements, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(c) The menu of Products that may be offered, sold and distributed from the Concession Location(s) will be limited to the Products authorized under the Concession Agreement and stated on the data sheet attached as Exhibit A. If stated in Exhibit A, certain Products sold or distributed from the Concession Location(s) identified in Exhibit A may be freshly produced at the Concession Location(s), while other Products or the components of other Products identified in Exhibit A must be freshly produced in the Business identified in Exhibit A, which will serve as a commissary for the Concession Location(s), and delivered to the Concession Location(s) via approved Temperature Management System (TMS) bags. Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A System (and specifically approved for sale at the Concession Location(s)) may be sold from, produced and/or held in the Concession Location(s). Products or components of Products freshly produced at the Concession Location(s) may only be sold or distributed from the Concession Location(s) and may not be sold, delivered, or given away to the Operator's Business identified in Exhibit A, any other Business(es) which the Operator has the right to operate under the Franchise Agreement (if any), to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

(d) Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Concession Location(s) and the Business, if applicable, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for Captive Venue Unit locations established by Chick-fil-A, and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Concession Location(s). Any transportation of Products, Ingredients, promotional items, and other items by the Operator will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Concession Agreement and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements).

(e) Subject to the terms and conditions of the Concession Agreement, if at any time Chick-fil-A or Concessionor determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, Concessionor, or as applicable, their respective agents and designees will have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's and/or Concessionor's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Equipment, the Leasehold Improvements, design and décor, trade dress, color scheme and other things as Chick-fil-A and/or Concessionor deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Agreement, the Franchise Agreement and/or the Concession Agreement, the Operator will permit and cooperate with Chick-fil-A and/or Concessionor and their respective agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

(f) The Operator will not make or permit any change in, alteration of, or addition to any part of the Site, or remove any Leasehold Improvements or any of the Equipment, unless required by or agreed to by Chick-fil-A and/or as applicable Concessionor as provided in the Concession Agreement. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Effective Date, are the property of Chick-fil-A (including the

Equipment) or of Concessionor or the fee owner of the Site, are and will remain the property of the respective owner and considered to be leased or sublicensed under this Agreement.

(g) The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Agreed Term, at the Operator's own expense, insurance on the Site and for the operation of the Captive Venue Unit as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, including any changes or modifications, subject to any additional or greater coverage requirements and terms and conditions under the Concession Agreement or any prime lease or ground lease. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase the insurance, and the Operator will reimburse Chick-fil-A pursuant to Subsection 5(f). Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for coverage or premium expenses nor guarantees coverage or payment for any losses sustained by the Operator.

(h) Subject to the terms and conditions of the Concession Agreement, Chick-fil-A and its designees will have the right to enter and inspect the Site at any time on any Business Day, without notice to the Operator, to insure that the Operator and all aspects of the Site are in compliance with this Agreement, the Concession Agreement and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

(i) The Operator and if applicable, the Operator-Owner reaffirms the provisions of Section 25.3 of the Franchise Agreement as applicable to the Captive Venue Unit, and each acknowledges and agrees that the Captive Venue Unit involves risk, and the success or lack of success of any particular Chick-fil-A Business is unknown. The Operator and if applicable, the Operator-Owner each has made its own independent determination of the viability of and within this particular location and is not relying on any representations or claims whatsoever as to the actual or prospective profitability, ease of operation, success or failure, costs to construct, of this or any other Chick-fil-A concession restaurant business located within Concessionor's premises.

4. **Term; Termination**.

(a) Unless earlier terminated as provided in this Agreement or in the Franchise Agreement, the initial term of this Agreement with respect to the Captive Venue Unit (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Agreed Term" or the "Term." Unless this Agreement, the Franchise Agreement or the Concession Agreement is terminated earlier, the Agreed Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Agreed Term; provided however, this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Captive Venue Unit or the Franchise Agreement is otherwise terminated or not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Concession Agreement pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal pursuant to Section 2.4 of the Franchise Agreement by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-

fil-A in writing of the Operator's decision to either renew or not renew upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

(b) The rights granted under this Agreement are contingent upon the Franchise Agreement, the Additional Business Amendment (if applicable), this Agreement and the Concession Agreement being in full force and effect. Notwithstanding anything in this Agreement to the contrary, this Agreement with respect to the Captive Venue Unit, the Site of which is subject to the Concession Agreement and may be subordinate and further subject to any prime lease, ground lease or other title documents attached as exhibits to the Concession Agreement, will terminate automatically, without any notice to the Operator upon (i) the expiration or earlier termination of the Concession Agreement, or any applicable prime lease or ground lease for the Site; (ii) the termination, expiration, closure or loss of the Concession Location(s); or (iii) the termination or expiration of the Franchise Agreement or the Additional Business Amendment (if applicable). Chick-fil-A will have the sole right in the exercise of its sole and exclusive business judgment whether to exercise any termination rights or renewal rights under the Concession Agreement and whether to negotiate and agree upon any renewal terms, which may result in amendments or modifications to the Concession Agreement, including those described in Subsection 2(f).

(c) Notwithstanding anything in this Agreement to the contrary, in addition to the above, this Agreement with respect to the Captive Venue Unit will terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required under the Franchise Agreement and this Agreement.

(d) If: (i) the Operator does not diligently make application for and pursue the required permits and licenses to operate the Captive Venue Unit; and/or (ii) the Operator does not open the Concession Location(s) within forty-five (45) days after Chick-fil-A completed its obligation to provide and install the Equipment and any additional Equipment pursuant to Subsection 6(a) and the Equipment Lease Addendum attached to this Agreement as Exhibit B and after Concessionor completed construction and development of the Concession Location(s) and access to the Concession Location(s) was provided by Concessionor (or earlier time period required under the Concession Agreement for commencement of operation of the Captive Venue Unit), then the Operator will be in material default under this Agreement and Chick-fil-A may terminate this Agreement upon ten (10) days' written notice.

(e) In addition to the termination provisions elsewhere in this Agreement, including in this Section 4, this Agreement and the term and license granted in this Agreement are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as defined below), the Operator is in default under this Agreement, Chick-fil-A will have the right and, at its election, may terminate this Agreement pursuant to Subsection 4(f) below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as "Events of Default") will each be an event of default by the Operator under this Agreement: (i) the Operator defaults in the payment of any installment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement; (ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or complied with by the Operator (or, as applicable, the Operator-Owner) under this Agreement other than the payment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement, and other than any other Event of Default listed in this Subsection 4(e), and such default continues for ten (10) days after notice in writing to the Operator; (iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Agreement (or the Operator's interest in this Agreement or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of

Chick-fil-A, and Concessionor, contrary to Section 9 below; (iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable), or the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable) terminates or expires by lapse of time or otherwise; (v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails comply with to any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Concession Agreement, any prime lease, ground lease or other title documents (or any document related to any of the above); (vi) the Operator vacates or abandons the Site.

(f) Upon the occurrence of an Event of Default as set forth in Subsection 4(e) above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, will have the right, upon its election, to terminate this Agreement immediately and to declare the Term of this Agreement ended upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. If this Agreement is terminated under this Subsection 4(f) or otherwise terminates or expires, then (1) the Franchise Agreement will also immediately and automatically terminate or expire as to the Captive Venue Unit effective as of the effective date of termination or expiration of this Agreement and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator; and (2) Chick-fil-A will have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. Chick-fil-A and the Operator also expressly acknowledge and agree that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, will also terminate this Agreement effective immediately, without further notice being required.

(g) Upon termination or expiration of this Agreement, the Operator will quit and surrender the premises of the Concession Location(s) to Chick-fil-A but the Operator will remain liable for the balance of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement to Chick-fil-A or any payments due Concessionor as provided in the Concession Agreement and/or in this·Agreement. The Operator agrees that upon default Concessionor may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Concession Agreement and/or this Agreement, any payment made by the Operator to Chick-fil-A or Concessionaire or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain access to and possession of the Concession Location(s) by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

(h) Notwithstanding anything to the contrary contained in this Agreement or in the Franchise Agreement, the terms of this Agreement and the Operator's use, occupancy, maintenance, repair and restoration of the Site are subject and subordinate to the terms, covenants, conditions, agreements and requirements of the Concession Agreement and any prime lease, ground lease or other title documents attached as exhibit(s) to the Concession Agreement. The Operator must not commit or permit to be committed on or with regard to the Site any act or omission that will violate any term or condition of the Concession Agreement or any attached prime lease, ground lease or other title documents. Chick-fil-A may exercise any and all remedies available to Concessionor under the Concession Agreement in order for

Chick-fil-A to enforce its rights under this Agreement, in addition to any other remedies provided under this Agreement or the Franchise Agreement or available at law or in equity.

5. **Use/Occupancy Charge to Concessionor; Payments to Chick-fil-A**.

(a) Except as specifically provided for under the Concession Agreement and stated on the data sheet attached as Exhibit A, the Operator agrees to directly make all payments to Concessionor for use/occupancy of the Concession Location(s) required under the Concession Agreement in the manner required (collectively, the "Use/Occupancy Charge"). The Use/Occupancy Charge may be described as a use/occupancy fee, rent, license fees, service fees or otherwise. Alternatively, Concessionor may collect the Gross Receipts of the Captive Venue Unit from sales to customers and then distribute to the Operator (or Chick-fil-A on the Operator's behalf) a "commission," where the commission is the balance of the Gross Receipts after Concessionor subtracts the Use/Occupancy Charge amount (and if applicable, any sales tax Concessionor undertakes the responsibility to report and pay). The Use/Occupancy Charge is summarized on the data sheet attached as Exhibit A. Except as specifically stated on the data sheet attached as Exhibit A, as between Chick-fil-A and the Operator, Chick-fil-A will not have any monetary obligation to Concessionor under this Agreement. If the Operator is late in making any payment or fails to make any payment due to Concessionor under the Concession Agreement, the Operator will indemnify and hold harmless Chick-fil-A pursuant to Section 10 of this Agreement.

(b) At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations with respect to the Use/Occupancy Charge and any of the Operator's other payment obligations described in the Concession Agreement, and any adjustment or increases to the Operator's payment obligations.

(c) Notwithstanding anything to the contrary in the Concession Agreement, as between Chick-fil-A and the Operator, all Gross Receipts generated as a result of sales from the Captive Venue Unit, will be deemed to be Gross Receipts of the Operator, and the Operator and not Chick-fil-A will have sole responsibility for payment of any sales, use, or excise tax, any apportioned personal property tax or any other tax arising from the Captive Venue Unit, the sale and distribution of Products and promotional items, the lease of the Equipment and/or the presence of the Equipment at the Captive Venue Unit, directly or through Concessionor. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

(d) Gross Receipts generated as a result of sales from the Captive Venue Unit will be accounted for on a separate Fee Calculation Report for the Captive Venue Unit. Except as specifically stated on the data sheet attached as Exhibit A, the Fee Calculation Report will also reflect the calculation and payment of all fees and other operating costs and expenses related to the operation of the Captive Venue Unit that are due and will be calculated under the terms of the Franchise Agreement. Chick-fil-A will have the right and Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, operating costs, expenses and taxes incurred with respect to the Captive Venue Unit and to make calculations and allocations to Operator's Businesses as may be required under the Franchise Agreement and in order to effectuate the terms of the Franchise Agreement and this Agreement and to produce the Fee Calculation Report for each of Operator's Businesses.

(e) The Operator understands and agrees that the Operator's obligation to furnish and send reports and records pursuant to Section 15.1 and Section 15.2 of the Franchise Agreement applies to the Captive Venue Unit and includes all reports and records designated by Chick-fil-A that the Operator furnishes to or receives from Concessionor. The Operator authorizes Chick-fil-A to request and receive any reports and records it designates relating to the Captive Venue Unit directly from Concessionor.

(f) If any charge, fee, cost or expense which the Operator is obligated to pay pursuant to this Agreement or the Concession Agreement is initially billed to or paid by Chick-fil-A, Chick-fil-A will have the right to rebill the amount to the Operator. If Chick-fil-A rebills any amount to the Operator, the Operator will pay promptly the rebilled charge, fee, cost or expense directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any charge, fee, cost or expense on behalf of the Operator, the Operator will reimburse Chick-fil-A immediately upon the Operator's receipt of Chick-fil-A's written notice of having made the payment, in Chick-fil-A's sole and exclusive business judgment, either by (i) issuing Chick-fil-A a check or (ii) acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A under the Franchise Agreement.

(g) If the Operator fails to perform any of its obligations under this Agreement or under the Concession Agreement, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest for the period beginning with the original due incurred to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Interest will be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

6. **Leased Equipment and Fee**.

(a) Pursuant to the terms and conditions of this Agreement and the Equipment Lease Addendum attached to this Agreement as Exhibit B as it may be amended from time to time, Chick-fil-A has delivered, or will deliver to the Site, the Equipment (as defined below) and other property described in the Equipment Lease Addendum solely for use in the operation of the Captive Venue Unit. "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in the Equipment Lease Addendum together with any replacements of and additions or accessions to the original equipment.

(b) In consideration of the lease of the Equipment, the Operator will pay to Chick-fil-A when due, the Equipment Rental stated in Exhibit B.

7. **Default; Termination and Expiration**. In addition to the termination and expiration provisions in Section 2 and Section 4 of this Agreement, this Agreement and the rights granted under this Agreement may be terminated for a default under this Agreement or the Concession Agreement in the manner provided in the Franchise Agreement or the Concession Agreement. A default by the Operator under the Concession Agreement will also be a default under this Agreement and the Franchise Agreement. Subject to Section 8 of this Agreement, if this Agreement is terminated or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire as to the Captive Venue Unit, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. The rights granted under this Agreement, including the sublicense granted in Subsection 2(a) of this Agreement, will also immediately and automatically terminate or expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A will have the right to enter upon and take possession of the Site and the Captive Venue Unit without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site and

the Captive Venue Unit immediately upon the termination or expiration of this Agreement or the Concession Agreement and the accompanying sublicense and to permit the peaceable possession of the Site and the Captive Venue Unit by Chick-fil-A or, at Chick-fil-A's election, a Chick-fil-A affiliate or another Chick-fil-A franchisee. Chick-fil-A may operate the Concession Location(s) directly or through an affiliate or may offer the right to operate the Concession Location(s) to another franchisee.

8. **Survival**. Upon the termination, expiration, or suspension of this Agreement, all obligations under this Agreement and under the Franchise Agreement that expressly or by their nature are intended to survive the termination or expiration of this Agreement, including, but not limited to, any limitations of liability, and the Operator's and if applicable, the Operator-Owner's reporting, payment and indemnification obligations to Chick-fil-A (as well as any like obligations under the Franchise Agreement and if applicable the Assignment, which were incorporated by reference into this Agreement and the Additional Business Amendment (if applicable), will survive the termination, expiration or suspension of this Agreement.

9. **Compliance with Franchise Agreement and the Assignment**. Except as specifically provided in this Agreement, the Operator, and if applicable, the Operator-Owner, respectively, will comply with all of the provisions of the Franchise Agreement and if applicable the Assignment with respect to this Agreement, the Site and the Captive Venue Unit, even if not specifically described or referred to in this Agreement. As a reminder, but in no way limiting the application of all of the other provisions of the Franchise Agreement, the provisions of the Franchise Agreement include: Article 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Article 7 INSURANCE, Article 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Article 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Article 19 USE OF THE MARKS, Article 21 TRANSFERABILITY OF INTEREST, Article 22 REMEDIES, Article 24 TERMINATION, Article 25 FRANCHISE RELATIONSHIP, Article 27 INDEMNIFICATION, and Article 28 GENERAL PROVISIONS. Article 28 GENERAL PROVISIONS includes provisions with regard to notices as set forth in subsection 28.1, **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in subsection 28.9 and subsection 28.10, **the waiver of any right to trial by jury** as set forth in subsection 28.15 and Operator's agreement **not to pursue any class claims** as set forth in subsection 28.13. Pursuant to the Franchise Agreement and if applicable the Additional Business Amendment to which this Agreement is attached, these and all of the other applicable provisions of the Franchise Agreement will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement and if applicable the Assignment, the express terms of this Agreement will control with respect to the Permitted Use authorized under this Agreement and the limited sublicense granted for the Permitted Use. In addition, the Operator must not do anything in connection with the Site or the Captive Venue Unit that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Site on Sunday or Christmas Day. Chick-fil-A has the right to assign this Agreement to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A under this Agreement will inure to and be binding upon any such assigns. The Operator may not lend, sublicense, subcontract, encumber or in any way transfer or assign the Site, the Captive Venue Unit or any of the Equipment, Leasehold Improvements or any rights under this Agreement, the Additional Business Amendment (if applicable) or the Concession Agreement, or transfer any interest in the Operator (if Operator is an entity), except as may be permitted under the Franchise Agreement. Chick-fil-A will retain all rights attendant to or associated with the ownership of the Equipment and license or sublease of the Site, including the right to depreciate the improvements and the Equipment at the Site for tax, accounting and all other purposes.

10. **Indemnification and Waiver**.

(a) If Chick-fil-A, or a subsequent operator of the Captive Venue Unit or a like business on the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (ii) any claimed violation of any law or ordinance by the Operator, if applicable the Operator-Owner or its agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (iii) any damages allegedly resulting from a breach by the Operator and/or if applicable the Operator-Owner of this Agreement or the Concession Agreement; (iv) any damages allegedly resulting from a willful misrepresentation by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees to Chick-fil-A or Concessionor; or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator's employees, agents, contractors, invitees or customers or if applicable the Operator-Owner; then the Operator and if applicable the Operator-Owner jointly and severally, will indemnify and hold harmless Chick-fil-A and any subsequent operator of the Captive Venue Unit against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A.

(b) At the election of Chick-fil-A or any subsequent operator of the Captive Venue Unit, the Operator and if applicable the Operator-Owner will also defend Chick-fil-A and the subsequent operator in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the Captive Venue Unit to control the litigation. The parties expressly understand and agree that the covenants, agreements and services to be rendered and performed by the Operator and if applicable the Operator-Owner under this Section 10 will survive any termination or expiration of this Agreement or the Franchise Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's and if applicable the Operator-Owner's obligations under this section will apply with respect to, among other things, the Captive Venue Unit, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, the Concession Agreement or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

(d) The Operator's obligations under this section will be in addition to any indemnity and insurance provisions contained in the Concession Agreement and in the Franchise Agreement.

(e) The Operator waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which otherwise might be required to be given under any present or future law. The Operator will not have, and hereby expressly waives, any and all rights which are or may be conferred upon the Operator by any present or future law to redeem this Agreement or the Site, or to re-enter the Site, or to restore the operation of this Agreement, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejection or (iii) any expiration or termination of this Agreement and the Agreed Term, whether such dispossession, re-entry, expiration or termination of this Agreement and the Agreed Term is by operation of law or pursuant to the provisions of this Agreement. If Chick-fil-A acquires possession without judicial proceedings, it will be deemed a re-entry within the meaning of that word as used in this Agreement

and not a technical or legal definition. In the event that Chick-fil-A elects to recover possession by invoking judicial process, the Operator acknowledges that the Site is to be used for commercial purposes, and the Operator expressly waives and relinquishes any and all protections and rights afforded a commercial tenant under Georgia law, including without limitation O.C.G.A. § 44-7-52, if applicable, or any law of like import now or in the future in effect or applicable, if any.

11. **Effectiveness; Time is of Essence; Separate and Independent Business**. This Agreement will not become valid against either party hereto until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE with respect to the due performance of the terms, covenants and conditions contained in this Agreement, provided, however, that no delay or failure to enforce any of the provisions contained in this Agreement and no conduct or statement will waive or affect any of Chick-fil-A's rights under this Agreement. The Operator will have no authority, express or implied, to act as agent of Chick-fil-A or any of its affiliates for any purpose. The Operator is, and will remain, a separate and independent business person or, as applicable, entity responsible for all obligations and liabilities, directly or indirectly, resulting from the operation of the Captive Venue Unit located on the Site. All agreements, covenants and indemnifications contained in this Agreement or made in writing pursuant to the terms of this Agreement by or on behalf of the Operator will be deemed material and will survive expiration or sooner termination of this Agreement.

12. **Execution; Entire Agreement; Counterparts**.

(a) The parties acknowledge and agree that the data sheet attached as Exhibit A as it may be amended from time to time is complete and accurate and forms a part of this Agreement.

(b) This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD were made by either party and none will have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

(c) This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

13. **Severability**. Each and every provision of this Agreement is severable, and invalidity of one or more provisions will not, in any way, affect the validity of this Agreement or any other provision of this Agreement. If any phrase, clause or provision in this Agreement is deemed to be invalid by a court of competent jurisdiction, to the extent permitted by applicable law, it will not be stricken in its entirety and held totally void and unenforceable, but will remain effective to the maximum extent permissible.

14. **Captions**. The section headings in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have each executed and delivered, or caused their duly authorized representative to execute and deliver, this Agreement as of the date first written above.

OPERATOR [entity]:

_____

By: _____

Name:_____

Title:_____

[*OR*]

OPERATOR [individual]:

_____

Name:

CHICK-FIL-A, INC.

By: _____

Name:_____

Title:_____

EXHIBIT A TO CONCESSION SUBLICENSE AGREEMENT

Data Sheet – Concession Location(s) – terms, etc.

1. Operator: _____

[Operator-Owner (if applicable): _____]

Operator's Business referenced in Subsection 3(d):_____

_____

12. Concessionor referenced in Background Paragraph A above: _____

a. Concession Location 1 referenced in Background Paragraph A above:

_____

Address_____

Address_____

City, State, Zip Code_____

b. Concession Location 2 referenced in Background Paragraph A above:

_____

Address_____

Address_____

City, State, Zip Code_____

13. Effective Date (referred to in Subsection 4(a)): _____

14. Expiration Date of the Concession Agreement (referred to in the Concession Agreement):

_____

15. Initial Hours of Operation (referred to in Subsection 2(d) of this Agreement and as may be referred to in the Concession Agreement):

_____

16. Items that may be produced and sold from the Concession Location(s) (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

_____

_____

17. Items that may be sold from the Concession Location(s), but must be produced at the Operator's Business (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

_____

18. Use/Occupancy Charge to Concessionor (referred to in Section 5):

_____

_____

19. Equipment and Equipment Rental (referred to in Section 6): **See Exhibit B, attached.**

20. [Fee(s) to Chick-fil-A (referred to in Section 5: The calculation and payment of all fees and other operating costs and expenses related to the operation of the Concession Location(s) that are due and will be calculated under the terms of the Franchise Agreement will be as follows:]

21. Additional Terms/Information:

EXHIBIT B TO CONCESSION SUBLICENSE AGREEMENT

EQUIPMENT LEASE ADDENDUM

(Per Concession Location)

EQUIPMENT LEASE ADDENDUM

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Effective Date, upon the terms and conditions stated below, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum (together with any replacements and additions or accessions to Schedule 1). The Operator agrees that Chick-fil-A will have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator will keep and maintain the Equipment only at the Concession Location(s), unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Concession Location(s), will service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and will not make any changes, alterations or additions to the Equipment without the prior written consent of Chick-fil-A and if applicable, Concessionor, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for the items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably, provided that the Operator will also comply with the Concession Agreement. In the event of any conflict between Concessionor's requirements and Chick-fil-A's requirements, the Operator will notify Chick-fil-A before having any service or repair work performed. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Concession Location(s) or leave Equipment at the Concession Location(s) which had been used at the Concession Location(s) prior to the date of this Agreement.

2. Commencing on the Effective Date, the Operator will pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A in its sole and exclusive judgment initially determined to be Seven Hundred Fifty and No/100 Dollars ($750.00) (the "Equipment Rental"). Chick-fil-A will have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Agreement as revised Exhibit B. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations described in this Agreement with respect to the Equipment and any other payment obligations of the Operator under this Agreement, and any adjustment or increases to the Operator's payment obligations.

3. Commencing on the Effective Date, the Operator will timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Concession Location(s) during the Term of the Concession Agreement, including the following:

(iv) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;

(v) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment, including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and

(vi) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and the affected Equipment cannot reasonably be repaired, then Chick-fil-A will replace the affected Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Concession Location(s), as and to the extent any of this equipment and other related items become worn out. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Equipment or any other Concession Location(s) equipment, furnishings or fixtures.

Schedule 1 to Equipment Lease Addendum

EQUIPMENT SCHEDULES

[See attached]

(Certain equipment, furniture and/or fixtures may be provided by the third-party owner or manager of the Concession Location(s) and is not included in the Equipment provided by Chick-fil-A under this Equipment Lease Addendum. The license or other right to use, and the cost for any Concessionor provided equipment, furniture and/or fixtures is set forth in the Concession Agreement.)

EXHIBIT C TO CONCESSION SUBLICENSE AGREEMENT

Concession Agreement

ADDENDA "3-A" AND "3-B" TO FRANCHISE AGREEMENT

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENTS

ADDENDUM "3-A" TO FRANCHISE AGREEMENT

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT

(Sole Proprietorship)

ADDENDUM "3-A" TO FRANCHISE AGREEMENT

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT
(Sole Proprietorship)

THIS FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (this "Agreement") is made and will be effective as of _____, 20__, by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), and its franchisee _____ (the "Operator").

BACKGROUND

A. Chick-fil-A and the Operator into a Franchise Agreement with its attached Lease, Additional Business Amendments(s), if any, and all other exhibits (the "Franchise Agreement"), which governs and defines the parties' relationship and operation of the Business(es), including the Business designated in the Food Truck License Summary (as defined in Section 1) attached as Exhibit A (the "Business").

B. Chick-fil-A is developing a mobile food truck program (the "Food Truck Program") and has leased a custom food truck, including equipment, furnishing and fixtures in and on the food truck (the "Food Truck") to produce, hold and/or sell a limited menu of Chick-fil-A® Products.

C. Pursuant to the terms of the Franchise Agreement, Chick-fil-A and the Operator desire to amend and otherwise reaffirm the terms of the Franchise Agreement pursuant to the terms and conditions of this Agreement, including the grant to the Operator of the authority to conduct sales activities from the Food Truck as an extension of the Business and the grant of a sublease of the right to use and occupy the Food Truck, and to otherwise continue their respective performance under the Franchise Agreement.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual covenants and agreements contained in this Agreement, as well as in the Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Definitions; Recitals. Capitalized terms used but not otherwise defined in this Agreement, including in the Food Truck License Summary Form attached as Exhibit A, as it may be amended from time to time (the "Food Truck License Summary"), will have the meanings given to them in the Franchise Agreement. The parties incorporate into this Agreement the recitals set forth above as if set forth here in full.

2. License; Term.

   a. License. Chick-fil-A grants to the Operator, subject to the terms and conditions of this Agreement and the Franchise Agreement, the limited license to use and operate the Food Truck using the Trade Name, the Marks and the System, as may be modified by Chick-fil-A from time to time (including generally or for the Food Truck Program specifically), and the limited license and grant to conduct the Licensed Use (as defined below) as an extension and part of the Business (collectively the "License"), and the Operator accepts the grant of the License.

   b. No Exclusive Territorial Rights. The License is expressly limited to the terms and conditions set forth in this Agreement and is further subject to the terms and conditions set forth in the Franchise Agreement. The License is non-exclusive, and no so-called "exclusive," "protected"

or other territorial rights in the Sales Locations (as defined below) or any market areas surrounding or otherwise contiguous with any Sales Location are granted, implied or to be inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.

c. Term. Unless earlier terminated as provided in this Agreement, including pursuant to Section 4.e or Section 14 or as stated on the Food Truck License Summary, or pursuant to the Franchise Agreement, the initial term of this Agreement (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Term." Unless this Agreement or the Franchise Agreement or the Food Truck Lease (as defined below) is terminated earlier, the Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Term; provided, however, that this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Business or the Franchise Agreement is terminated or otherwise not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Food Truck Lease pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal of the Franchise Agreement pursuant to Section 2.4 of the Franchise Agreement (and renewal of this Agreement) by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew or not renew this Agreement upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew this Agreement upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Term.

3. Licensed Use. The Food Truck will be used for the sole purpose of operating the Food Truck as an extension and part of the Business to produce, hold, sell and distribute certain Products to customers from the Food Truck at the Sales Locations (as defined in Section 5) for the Term pursuant to the terms and conditions of this Agreement and the Franchise Agreement, including the limited License and the Food Truck License Summary (the "Licensed Use"). The Operator will use the Food Truck solely for the Licensed Use and for no other purpose.

4. Food Truck Lease; Sublease. During the Term, and subject to the terms of this Agreement, Chick-fil-A grants to Operator a sublease for the use and occupancy of the Food Truck. The Operator's use of the Food Truck is subject to all applicable laws, rules and regulations and the lease attached as **Exhibit "B"** to this Agreement and any other exhibits to the attached lease (the **"**Food Truck Lease**"**), made a part of this Agreement by this reference. The Operator agrees to use and operate the Food Truck in accordance with the Food Truck Lease and otherwise comply in all respects with the terms and conditions of the Food Truck Lease, as the same may be amended or changed by Chick-fil-A (as prime lessee) and Banc of America Leasing & Capital or its permitted assignee (as prime lessor) ("BALC"), from time to time:

a. Compliance with Agreements. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard

of conduct that would constitute a violation of the Food Truck Lease, this Agreement or the Franchise Agreement;

b. No Further Subleases; No Amendments. Operator will not enter into any lease agreements or other agreements allowing parties other than Operator or Chick-fil-A rights concerning possession, use, operation, or control of the Food Truck without the prior written approval of Chick-fil-A and, as determined by Chick-fil-A, BALC, and Chick-fil-A and will not modify amend or extend the time for payment or performance in any material respect of its obligations under any agreement relating to Operator's use of the Food Truck without the express prior written consent of BALC;

c. Subordination. The rights of the Operator in and to the Food Truck will be subject and subordinate to the rights of BALC under the Food Truck Lease as provided in the Food Truck Lease, and the Operator will not assert or claim any right, title or interest as the owner or holder of legal or equitable title to the Food Truck, including any of its equipment, furnishing and fixtures (except proprietary equipment and equipment installed to customize the Food Truck for operation as an extension of a franchised Chick-fil-A restaurant business, subject to the rights of Chick-fil-A);

d. Payments. Subject to the terms of Section 7(c) of this Agreement, Chick-fil-A will pay the lease rental payment described in the Food Truck Lease directly to BALC per the terms of the Food Truck Lease;

e. Termination. The Food Truck Lease and all of the Operator's rights in and to the use and possession of the Food Truck will terminate, at the option of BALC, upon the expiration or earlier termination of the Food Truck Lease by reason of the occurrence of an Event of Default under the Food Truck Lease or otherwise, and the Operator will thereupon return the Food Truck to Chick-fil-A or at Chick-fil-A's election and direction to BALC in accordance with all of the terms and provisions of the Food Truck Lease and of this Agreement;

f. Cost of Performance. If the Operator fails to perform any of its obligations under this Agreement, including under the attached Food Truck Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest pursuant to Section 14.11 of the Franchise Agreement.

5. Sales Location and Hours of Operation. For each proposed instance of a Licensed Use of the Food Truck, the Operator will complete and submit Chick-fil-A's then current registration form ("Registration Form") and otherwise follow the registration process established for Food Trucks under Chick-fil-A's then current policies and procedures for such programs, including obtaining approval prior to the commencement of the Licensed Use at each proposed Sales Location. During the Term, the Operator will use and operate the Food Truck to produce and/or sell and distribute Products only at the locations registered and approved pursuant to Chick-fil-A's Additional Distribution Point program (individually, a "Sales Location" and collectively, the "Sales Locations") and during the hours of operation specified in the applicable Registration Form for each Sales Location.

6. Delivery and Availability of Food Truck. On or around the commencement date specified in the Food Truck License Summary (the "Commencement Date"), Chick-fil-A or its designee will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement and the Franchise Agreement. If (a) the Franchise Agreement terminates or expires, (b) the Operator is in default under the Franchise Agreement, or (c) other aspects of the

Business change affecting the Operator's ability to perform the Operator's obligations under this Agreement, including the sublease of the Food Truck Lease granted in Section 4 of this Agreement, as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment, then Chick-fil-A will have the right to terminate this Agreement and the Operator will bear any and all risk arising from or related to the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate or suspend this Agreement or temporarily suspend or interrupt the Food Truck Program at any time for any reason or for no reason, including without limitation, to use the Food Truck at another location and/or for a different purpose (an "Alternate Use"). For example, but without limiting the preceding sentence, Chick-fil-A may elect to use or have its designee use the Food Truck for food or other product distribution in the event of a natural disaster, weather event, pandemic, epidemic or other like disaster or event. In the event that Chick-fil-A elects to use or have its designee use the Food Truck for an Alternate Use, the Operator's obligations under this Agreement, including under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, will be suspended, and the Operator's sole and exclusive remedy will be the return of the Food Truck following the Alternate Use for the remainder of the Term, without any right to an extension. Chick-fil-A will have no other liability if the Food Truck is not furnished or otherwise made available to the Operator.

7. Operator's Obligations. The Operator will have the following obligations and responsibilities with regard to the operation and use of the Food Truck:

   a. Menu of Products.

      i. The menu of Products that may be offered, sold and distributed from the Food Truck in connection with this Agreement will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.

      ii. The menu of Products that may be produced on, and offered, sold and distributed from, the Food Truck, will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.

      iii. The menu of Products to be produced and/or sold and distributed at individual Sales Locations will be as set forth on the applicable Registration Form for each Sales Location.

      Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A system may be sold from the Food Truck. Products produced and/or held in the Food Truck may only be sold or distributed from the Food Truck at the Sales Locations and may not be sold, delivered, or given away to the Operator's Business, any other Business(es) to which the Operator has the right to operate pursuant to the Franchise Agreement (if any) to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

   b. Commissary; Source of Supplies. As set forth above in Section 7.a. of this Agreement, certain Products sold or distributed from the Food Truck may be freshly produced in the Food Truck, while other Products or the components of other Products must be freshly produced in the Business, which will serve as a commissary for the Food Truck, and delivered to the Food Truck via approved Temperature Management System (TMS) bags. For each Sales Location, whether a Product or Product component may be produced in the Food Truck or may only be produced in the Business and then delivered to the Food Truck as set forth above will be specified in the Registration Form applicable to such individual Sales Location. Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Food Truck and the Business, will be performed

according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for food trucks prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Food Truck. Any transportation of Products, Ingredients, promotional items, and other items by the Operator or otherwise will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Food Truck Lease and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements). Without limiting the above, the Operator will not (and will not allow others to) transport any hazardous materials or anything other than Products, Ingredients, promotional items, and other items necessary for the safe, sanitary, and efficient operation of the Food Truck.

c. Payment of Food Truck Usage Fee. In consideration of the License granted in this Agreement and to compensate Chick-fil-A for the use of the Food Truck under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, the Operator will pay to Chick-fil-A when due the usage fee(s) as set forth in the Food Truck License Summary (the "Usage Fee"), which will be in lieu of the lease rental payment described in the Food Truck Lease payable by Chick-fil-A to BALC. Chick-fil-A shall have the right from time to time to re-determine the Food Truck Usage Fee in its sole and exclusive business judgment based on the then current fair market rental value for the Food Truck due to additions, subtractions and modifications to the Food Truck, additional or different charges or other changes under the Food Truck Lease, market factors, inflation, passage of time or otherwise, and to update the Food Truck Usage Fee to an amount based on the then determined, current fair market rental, which will be set forth in a revised Food Truck License Summary Form and substituted and attached to this Agreement as Exhibit A and made a part of this Agreement. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Agreement with respect to the Food Truck and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.

d. Additional Fees, Costs and Expenses. All additional fees, costs and expenses associated with the operation and use of the Food Truck, participation in the Food Truck Program and the Licensed Use will be borne by the Operator, either made by the Operator directly or reimbursed to Chick-fil-A, as applicable, and will include, among other things, all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Food Truck, all labor expense and wages for staffing and servicing the Food Truck and its operations and any other costs and/or expenses incurred in connection with the operation and use of the Food Truck and participation in the Food Truck Program, including payments due under the Food Truck Lease (other than the lease rental payment).

e. Payment of Taxes. Payment of any sales, use or excise tax, any apportioned personal property tax or any other tax arising from the Licensed Use, the Sales Locations, the sale and distribution of Products and promotional items, the sublease of the Food Truck or the presence of the Food Truck at the Sales Locations, will be made by the Operator, directly or reimbursed to Chick-fil-A, as applicable. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

f. Marketing and Advertising. All promotional items used in connection with the Food Truck, including the use of any social networking sites and web-based advertising, will constitute marketing and advertising materials pursuant to the provisions, terms and conditions of the Franchise Agreement and will be subject to Chick-fil-A's review and prior approval.

g. Other Food Truck Program-Related Agreements. Negotiation and signature of any agreements or other arrangements regarding the use of the Food Truck for the Licensed Use will be the responsibility of and be performed by the Operator. The Operator will have no authority to bind Chick-fil-A by contract or otherwise to any agreement with a third party. The Operator will ensure that all aspects of the Sales Locations and the use of the Food Truck at the Sales Locations comply with and satisfy Chick-fil-A's Minimum Standards, including any Guidelines for the Food Truck Program prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. Chick-fil-A's grant of the License for the Licensed Use is not a guaranty, recommendation, warranty or endorsement by Chick-fil-A that the Licensed Use will prove beneficial for the Operator or that the terms of any agreement for the use of the Food Truck at the Sales Locations are advantageous to the Operator.

h. Sale of Products; Gross Receipts. Gross receipts generated as a result of sales from the Food Truck will be included in the Gross Receipts of the Operator's Business pursuant to the Franchise Agreement and will otherwise be treated as sales occurring outside of the Restaurant in accordance with Chick-fil-A's then-current standards and procedures. Further, the Operator agrees to maintain separate books and records to track the gross receipts, operating costs and expenses resulting from the operation of the Food Truck. The Operator agrees to maintain such books and records for at least five (5) years and provide them to Chick-fil-A's Tax Department, if required, upon a sales tax audit.

i. Food Truck Staffing. The Operator will provide employees from the Business to fulfill the Operator's staffing needs for the proper use and operation of the Food Truck. All employees will be employed, trained and supervised by the Operator. Chick-fil-A will have no responsibility or liability whatsoever for the selection, supervision, disciplining, scheduling, conduct, payment, benefits or compensation of the Operator's employees at any time, and the Operator's employees will not be employees nor shared or joint employees of Chick-fil-A.

j. Food Truck Operations and Procedures; Training of Employees.

   i. Prior to the commencement of operations of the Food Truck by the Operator under this Agreement and prior to the training of the Operator's employees, the Operator will participate in any walk-thru meetings or sessions offered by Chick-fil-A and otherwise will establish a thorough understanding of the safe and proper operation, including driving, of the Food Truck, its equipment and food storage and preparation procedures including, without limitation, any food safety and cleaning/sanitizing procedures for the Food Truck, and use of the Business as a commissary to support the operation of the Food Truck. Prior to the commencement of operations of the Food Truck, the Operator will train the Operator's production team members and other employees who will be staffing and otherwise servicing the Food Truck, in the safe operation and use of the Food Truck and its equipment, food storage, preparation procedures and care and maintenance. The Operator and the Operator's employees are not permitted or authorized to and will not change, modify or reconfigure the Food Truck or its equipment or authorize any third party to do so at any time without Chick-fil-A's review and prior approval. The Operator is solely responsible for ensuring that the Food Truck's operations are conducted with reasonable care and that all prudent safety procedures that apply to the operation or other use of the Food Truck are followed.

   ii. The Operator and any other individual, who drives the Food Truck, must satisfy (A) all state and local requirements for operation of a commercial food truck, (B) all insurer requirements for operation of the Food Truck, and (C) the following minimum requirements to be allowed to drive the Food Truck (unless state and local or insurance requirements are more restrictive, in which case such state, local or insurance requirements

will apply): (i) at least twenty-one years of age; (ii) holds a valid driver's license, a copy of which is maintained by the Operator, and (iii) has no history of serious violations within the last five years and no more than two moving violations in the last three years, based upon the Operator's review of the driver's Motor Vehicle Record for the applicable period stated in this clause. The Operator will ensure that a pre-inspection and a post-inspection of the Food Truck are completed and a complete and current record of such inspections is maintained. Inspection components include, but are not limited to, properly working lights, signals and horn, wipers, mirrors and safety belts, tire tread acceptable, no glass chips/cracks that can hinder vision, doors close and lock, body of vehicle is intact (bumpers, etc.). For purposes of clause (iii) above, "two moving violations" will include, without limitation, speeding, failure to signal, improper passing, following too close, careless driving, not wearing a safety belt, expired tags and plates as well as no proof of insurance, and "serious violations" will include, without limitation, any alcohol related violation, racing/speed contest, reckless driving, vehicular homicide or assault, conviction of a crime involving a motor vehicle, eluding or attempting to elude a police officer, hit and run, etc.

k. Food Truck Condition and Return. Upon the expiration or earlier termination of this Agreement, the Operator will (i) make the Food Truck available to Chick-fil-A or its designee at such time and location as directed by Chick-fil-A in accordance with all terms, provisions and requirements of the Food Truck Lease and in a clean and neat condition, and in as good order and repair and in the same condition as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted, (ii) remove all personal property from the Food Truck, and (iii) clean and remove all debris and trash from the Food Truck. Any personal property not removed will be deemed conclusively abandoned and may be removed and disposed of by Chick-fil-A, without compensation to the Operator. In the event the Operator fails to return the Food Truck in such condition and at such time and location as directed by Chick-fil-A, the Operator will reimburse Chick-fil-A for all costs and expenses incurred in connection with returning the Food Truck to the good order, condition and repair as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted.

l. Insurance and Insurance Fee. In consideration of the insurance expense incurred by Chick-fil-A to cover the Food Truck and its contents and inventory, the Operator will pay to Chick-fil-A a monthly insurance fee, as set forth in the Food Truck License Summary (the "Food Truck Insurance Fee"); the Insurance Fee does not cover any Operator-owned contents or inventory. The Operator will obtain and maintain in full force and effect, at the Operator's own expense, any additional insurance coverage which may be necessary or required (i) to operate the Food Truck, and (ii) under the Food Truck Lease, the Franchise Agreement, applicable law or otherwise. The Operator will provide Chick-fil-A immediate notice of (A) any casualty loss (that is, loss or damage to the Food Truck) that may result in an insurance claim and (B) any liability claim (that is, any injury to any person or damage to any property in any way involving the Food Truck). The Operator will cooperate fully with Chick-fil-A in the reporting, investigation, adjustment, and settlement of any insurance coverage claims arising from the Food Truck.

m. Reporting of Other Information. The parties acknowledge and agree that one of the metrics to be recorded is the performance of the Food Truck based on where, how and when it was/is deployed for use at the Sales Locations. The Operator acknowledges and agrees that due to the developing stage of the Food Truck Program, Chick-fil-A may require the reporting of additional or different information regarding the Operator's use and operation of the Food Truck and more detailed or different information regarding the sales and cost performance of the Food Truck than is usual or otherwise customary at present with regard to a Chick-fil-A

Restaurant. The Operator will provide such reports and other information regarding Gross Receipts and the costs, expenses and taxes incurred in connection with the operation and use of the Food Truck and the Sales Locations, and such other information Chick-fil-A may request from time to time.

n. Approvals, Licenses, Permits; Compliance with Law. Unless otherwise agreed by the parties in writing, the Operator, at the Operator's sole cost and expense, will seek as soon as practicable and will obtain and maintain at all times during the Term of this Agreement all necessary regulatory approvals, licenses, and permits for and applicable to the operation of the Food Truck for the Licensed Use at the Sales Locations. The Operator will comply with and obey all applicable laws, rules and regulations.

o. Cooperation. The Operator, at the Operator's sole cost and expense, will cooperate with Chick-fil-A as necessary for the Operator and/or Chick-fil-A to fulfill their respective duties and obligations under this Agreement and the Food Truck Lease.

8. Additional Terms. Chick-fil-A will have the following rights, obligations, and responsibilities with regard to the operation and use of the Food Truck during the term of this Agreement:

a. Delivery of Food Truck. Subject to Sections 6 and 14, Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement. Chick-fil-A will not be liable for any loss or damage to the Operator due to a delay or failure to deliver the Food Truck in any event whatsoever, regardless of whether such delay or failure is within Chick-fil-A's control. Without limiting the above, Chick-fil-A will have no liability for any delay or failure to deliver resulting from fire, act of God, destruction or damage to the Food Truck, weather conditions, strike, labor dispute, delay in transportation, governmental requirements or any other cause beyond Chick-fil-A's control.

b. Use of Reported Information. Chick-fil-A will have the right and the Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, costs, expenses and taxes incurred and to make calculations and allocations to the Operator's Business as may be authorized or otherwise required under the Franchise Agreement and in order to effectuate the terms of this Agreement.

9. Compliance with Franchise Agreement. Except as specifically provided in this Agreement, the Operator will comply with all of the provisions of the Franchise Agreement with regard to the Food Truck and the Licensed Use even if not specifically described or referred to in this Agreement, including, but not limited to, Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Section 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Section 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Section 19 USE OF THE MARKS, Section 24 TERMINATION, Section 25 FRANCHISE RELATIONSHIP, Section 27 INDEMNIFICATION, and Section 28 GENERAL PROVISIONS (including, without limitation, with regard to **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in Section 28.10 thereof, **the waiver of any right to trial by jury** as set forth in Section 28.15 thereof and the Operator's agreement **not to pursue any class claims** as set forth in Section 28.13 thereof), and such provisions will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement, the express terms of this Agreement will control with respect to the Licensed Use authorized under this Agreement and the limited License granted for the Licensed Use. In addition, the Operator must not do anything in connection with the Sales Locations or the Food Truck that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Food Truck on Sunday or Christmas Day.

10. Sole and Exclusive Property of Chick-fil-A; Confidential Information and Ideas. The Operator acknowledges and agrees that the Food Truck Program, including but not limited to the development of the Food Truck and the program, this Agreement (and any of its terms), the Food Truck Lease (and any of its terms), the design and specifications, menu selection, marketing methods and strategies (including social media), sales, cost, data and analysis relating to the Food Truck Agreement, and any Guidelines and Methods developed for the Food Truck are the sole and exclusive property of Chick-fil-A, and constitute Intellectual Property and Confidential Information under the Franchise Agreement. The Operator will not acquire any ownership interest or other right in and to the Food Truck Program, the Food Truck, its equipment, furnishing and fixtures, associated Guidelines and Methods, Intellectual Property or Confidential Information, except for the temporary right and License to operate the Food Truck for the Licensed Use at the Sales Locations as expressly provided in this Agreement. Under Section 18.5 of the Franchise Agreement, any idea, concept, technique or material concerning the Food Truck and the Food Truck Program, including any advertising materials and social networking accounts, that the Operator or any of the Operator's employees create in the operation or servicing of the Food Truck or conduct of the Food Truck Program as contemplated by this Agreement, will be Ideas, and Chick-fil-A or CFA Properties will own all rights in any and all Ideas. The Operator may not lend, sublicense, subcontract, sublease, encumber or in any way transfer or assign the Food Truck or any of the Food Truck's equipment, furnishings, or fixtures or any rights under this Agreement. Chick-fil-A will retain all rights attendant to or associated with the lease of the Food Truck, including, without limitation, the right to depreciate the Food Truck for tax, accounting and all other purposes.

11. No Warranties. The Food Truck provided to the Operator by Chick-fil-A pursuant to the sublease of the Food Truck Lease granted in Section 4 of this Agreement is furnished "***AS IS***" and "***WHERE IS***" and without any warranty of any kind by or from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Food Truck and this Agreement, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

12. Storage; Maintenance; Repair. The Operator, (a) may use the Food Truck only in compliance with the Food Truck Lease and only in connection with the Operator's operation of the Food Truck at the Sales Locations, (b) will store and maintain the Food Truck at the Operator's Business when not in use at a Sales Location (c) will service and repair the Food Truck in order to maintain its appearance and good working condition according to best industry practices, manufacturer's specifications, and using reputable and established service and repair vendors, and (d) will not make any changes, alterations or additions to the Food Truck without prior written consent of Chick-fil-A, and all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Food Truck and its equipment, furnishings and fixtures, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then Minimum Standards and Guidelines and that possess adequate quality controls, experience and capacity to service and repair the item and otherwise supply the Operator's needs promptly, accurately and reliably. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Food Truck or any of its equipment, furnishings or fixtures. The Operator agrees to provide Chick-fil-A with monthly (or with such greater frequency that Chick-fil-A may from time-to-time require) reports detailing (i) the mileage of the Food Truck for such time period, (ii) any damage incurred with respect to the Food Truck, and (iii) any maintenance or repairs performed with respect to the Food Truck. The Operator's obligation to provide such reports does not satisfy the Operator's obligations under the Food Truck Lease, and it is the Operator's obligation to ensure that all required maintenance is performed on the Food Trucks per the terms of the Food Truck Lease and this Agreement, including the requirements that (x) all such maintenance and repairs must be performed by a factory authorized maintenance individual with

the authority to sign the maintenance, service and/or repair log and (y) records of all work performed on the Food Truck must be dated and signed by the appropriate authority.

13. Indemnification; Damage to Property; Personal Injury.

    a. The Operator will be solely and exclusively responsible for any damage to or loss caused by a breach of this Agreement or the Food Truck Lease, the negligent or intentional action or misfeasance of the Operator or the Operator's employees, agents, contractors, invitees or customers as if provided for and included under Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY of the Franchise Agreement, which will apply in full to this Agreement. Furthermore, the Operator will be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A, for (i) personal injury, death or otherwise, and (ii) damage to personal property or real property caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator's employees, agents, contractors, invitees or customers. In addition, the Operator will be solely and exclusively responsible for any and all liability of BALC as provided in the Food Truck Lease.

    b. The Operator does hereby agree to indemnify, defend and hold harmless Chick-fil-A and any subsequent operator of the Food Truck or a like business at the Sales Location and/or BALC as provided in the Food Truck Lease, against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Food Truck or a like business at the Sales Location as if provided for and included under Section 27 INDEMNIFICATION of the Franchise Agreement, which will apply in full to this Agreement and the use and operation of the Food Truck, including without limitation in the event of any damage, loss or claim described in this Section 13.

    The Operator's obligations under Subsections 13.a. and b. above (and Sections 5 and 27 of the Franchise Agreement) will apply with respect to, among other things, the Sales Location, the Food Truck and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Sales Locations, the Food Truck or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator or Chick-fil-A from seeking indemnification from another third party whose actions, or the actions of such third party's employee, were the source of any injury, damage or loss. This section is in addition to any obligations of the Operator to BALC and others that may be named in the Food Truck Lease.

14. Default; Termination.

    a. The rights granted under this Agreement are contingent upon the Franchise Agreement and this Agreement, including the Food Truck Lease, being in full force and effect and the Operator otherwise being in good standing at the effective date of this Agreement and at all times during the term of this Agreement. If prior to the expiration of the term of this Agreement, the Franchise Agreement is terminated or expires with respect to the Business or the Food Truck Lease is terminated or expires, this Agreement, including the sublease granted in Section 4 of this Agreement, will automatically terminate or expire at the same time. If the Franchise Agreement is in default at the effective date of this Agreement or at any time during the term of this Agreement (and has not been terminated), such default will also constitute a default by the Operator under this Agreement, and Chick-fil-A may terminate the Operator's rights under

this Agreement, including the sublease granted in Section 4 of this Agreement, or suspend such rights until the default is cured.

b. This Agreement and the rights granted hereunder may be terminated for a default under this Agreement, including a default under the sublease granted in Section 4 of this Agreement by reason of a default of the Food Truck Lease, without also terminating the Franchise Agreement, provided that Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right at its election to also terminate the Franchise Agreement as to the Business and one or more or all of any other of the Businesses operated under the Franchise Agreement by providing written notice to the Operator pursuant to the terms of the Franchise Agreement. Subject to Section 15, this Agreement and the rights granted under this Agreement, including the sublease granted in Section 4 of this Agreement (but not the obligations the Operator has undertaken thereunder, which will survive until the Operator has fully performed the same), will expire automatically upon Chick-fil-A retaking possession of the Food Truck following the expiration or termination of this Agreement and the Operator's fulfillment of the Operator's obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate this Agreement, including the sublease granted in Section 4, and/or the Food Truck Program at any time for any reason or for no reason.

c. The Operator will bear any and all risk arising from or related to termination of this Agreement. Upon termination of this Agreement, the Operator will remain liable for the then current outstanding balance of the Food Truck Usage Fee, the Food Truck Insurance Fee and any other payments due Chick-fil-A or BALC as provided in the Food Truck Lease and/or in this Agreement. The Operator agrees that upon default BALC may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Food Truck Lease and/or this Agreement, any payment made by the Operator to Chick-fil-A or BALC or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain possession of the Food Truck by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

15. Survival. Upon the termination, expiration, or suspension of this Agreement as provided in Section 14, all obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement and also including without limitation the obligations under the Franchise Agreement which are incorporated by reference into this Agreement, that expressly or by their nature are intended to survive the termination or expiration of this Agreement or the Franchise Agreement, including, but not limited to, limitations of liability, and the Operator's reporting, payment and indemnification obligations to Chick-fil-A and/or BALC, will survive the termination, expiration or suspension of this Agreement, including the sublease granted in Section 4 of this Agreement, the Food Truck Lease, and the termination of the Franchise Agreement, if applicable.

16. Communications; Notices; Designated Contact. All notices provided for in this Agreement will be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from other country or jurisdiction, return receipt requested, address to the party to be served at the following address:

If to Chick-fil-A:
Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349-2998
Attn: Lynette E. Smith

If to the Operator:
At the address set forth on the signature page of the Franchise Agreement

Or to such other address as may be designated by such party in a written notice to the other party.

17. Not Independent Franchise. The Operator acknowledges and agrees that the Operator's participation in the Food Truck Program and the grant of the License to use the Food Truck at the Sales Location pursuant to this Agreement is made upon the request of and as an accommodation to the Operator in connection with the Franchise Agreement and the Business, and is entirely voluntary on the part of the Operator and does not constitute an independent or separate franchise or franchise agreement.

18. Affirmation of Franchise Agreement. The Operator acknowledges, affirms and agrees to all of the covenants and obligations under the Franchise Agreement as if entered into, undertaken and otherwise made again this day and reaffirms the continuing existence and validity of the Franchise Agreement. The Operator covenants that, subject to its terms and conditions, the Franchise Agreement is in full force and effect as of the date of this Agreement, and will remain in full force and effect, subject to its terms.

19. Acceptance of Risk of Food Truck Program. The Operator acknowledges and agrees that Chick-fil-A is in the development stages of the Food Truck Program and that participation in the Food Truck Program under this Agreement involves substantial risks. The Operator acknowledges and agrees that the Operator is aware of the risks and that the Operator agrees to bear the risk of the success or failure of the Food Truck Program and the Food Truck in reliance solely on the Operator's own business judgment.

20. Execution; Counterparts. The parties acknowledge and agree that, (i) the Food Truck License Summary is complete and accurate and forms a part of this Agreement; and (ii) this Agreement, including the Food Truck License Summary and the Food Truck Lease, as well as the Franchise Agreement as referenced in this Agreement, contain the entire agreement between the parties as to the subject matter hereof and fully supersedes all prior understandings, written or oral, between the parties regarding such subject matter. This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties to this Agreement, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

[The Signature Page Follows]

IN WITNESS WHEREOF, Chick-fil-A, Inc. and the Operator intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

OPERATOR:

_____

[Name]

Date: _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT
Exhibit "A"

Food Truck License Summary Form

1. The Operator's name and the designated Business (pursuant to Background Paragraph A): _____
   _____

2. Commencement Date (pursuant to Section 5): _____

3. Any termination date of this Agreement earlier than the Thirty-First day of December following the Effective Date (pursuant to Section 2): _____

4. Items that may be produced, offered and sold from the Food Truck (pursuant to Sections 7.a and b): _
   _____

5. Items that may be offered and sold from the Food Truck, but must be produced at the Operator's Business (pursuant to Sections 7.a and b): _____

6. Monthly Food Truck Usage Fee (pursuant to Section 7.c): **$_____ (as the amount may be amended), plus all applicable mileage surcharge or pass-through costs and expenses for excessive miles per the terms of the Food Truck Lease**

7. Monthly Food Truck Insurance Fee (pursuant to Section 7.l, and subject to adjustment to reflect changes in Chick-fil-A's insurance premiums): **$_____ (as the amount may be amended)**

8. Monthly Food Truck Reporting Obligations (pursuant to Section 12) including (i) mileage of the Food Truck, (ii) any damage incurred with respect to the Food Truck, (iii) any maintenance or repairs performed with respect to the Food Truck, and (iv) as otherwise required under the Agreement.

9. Additional Terms/Information: _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT

Exhibit "B"

Food Truck Lease

ADDENDUM "3-B" TO FRANCHISE AGREEMENT

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT
(Business Entity)

THIS FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (this "Agreement") is made and will be effective as of _____, 20__, by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its franchisee, _____, a _____[corporation][limited liability company] (the "Operator") and _____, the original signatory to the Franchise Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the "Operator-Owner").

BACKGROUND

A. Chick-fil-A and the Operator-Owner into a Franchise Agreement with its attached Lease, Additional Business Amendments(s), if any, and all other exhibits (the "Franchise Agreement"), which governs and defines the parties' relationship and operation of the Business(es), including the Business designated in the Food Truck License Summary (as defined in Section 1) attached as Exhibit A (the "Business").

B. The Operator-Owner, after obtaining all required approvals and consents under the Franchise Agreement transferred and assigned his or her interest in the Franchise Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the "Assignment").

C. Chick-fil-A is developing a mobile food truck program (the "Food Truck Program") and has leased a custom food truck, including equipment, furnishing and fixtures in and on the food truck (the "Food Truck") to produce, hold and/or sell a limited menu of Chick-fil-A® Products.

D. Pursuant to the terms of the Franchise Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Franchise Agreement and the Assignment pursuant to the terms and conditions of this Agreement, including the grant to the Operator of the authority to conduct sales activities from the Food Truck as an extension of the Business and the grant of a sublease of the right to use and occupy the Food Truck, and to otherwise continue their respective performance under the Franchise Agreement and the Assignment.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual covenants and agreements contained in this Agreement, as well as in the Franchise Agreement and the Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Definitions; Recitals. Capitalized terms used but not otherwise defined in this Agreement, including in the Food Truck License Summary Form attached as Exhibit A, as it may be amended from time to time (the "Food Truck License Summary"), will have the meanings given to them in the Franchise Agreement and the Assignment. The parties incorporate into this Agreement the recitals set forth above as if set forth here in full.

2. License; Term.

   a. License. Chick-fil-A grants to the Operator, subject to the terms and conditions of this Agreement and the Franchise Agreement, the limited license to use and operate the Food Truck using the Trade Name, the Marks and the System, as may be modified by Chick-fil-A from time to time (including generally or for the Food Truck Program specifically), and the limited license and grant to conduct the Licensed Use (as defined below) as an extension and part of the Business (collectively the "License"), and the Operator accepts the grant of the License.

   b. No Exclusive Territorial Rights. The License is expressly limited to the terms and conditions set forth in this Agreement and is further subject to the terms and conditions set forth in the Franchise Agreement. The License is non-exclusive, and no so-called "exclusive," "protected" or other territorial rights in the Sales Locations (as defined below) or any market areas surrounding or otherwise contiguous with any Sales Location are granted, implied or to be inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.

   c. Term. Unless earlier terminated as provided in this Agreement, including pursuant to Section 4.e or Section 14 or as stated on the Food Truck License Summary, or pursuant to the Franchise Agreement, the initial term of this Agreement (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Term." Unless this Agreement or the Franchise Agreement or the Food Truck Lease (as defined below) is terminated earlier, the Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Term; provided, however, that this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Business or the Franchise Agreement is terminated or otherwise not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Food Truck Lease pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal of the Franchise Agreement pursuant to Section 2.4 of the Franchise Agreement (and renewal of this Agreement) by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew or not renew this Agreement upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew this Agreement upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Term.

3. Licensed Use. The Food Truck will be used for the sole purpose of operating the Food Truck as an extension and part of the Business to produce, hold, sell and distribute certain Products to customers from the Food Truck at the Sales Locations (as defined in Section 5) for the Term pursuant to the terms and conditions of this Agreement and the Franchise Agreement, including the limited License and the Food Truck License Summary (the "Licensed Use"). The Operator will use the Food Truck solely for the Licensed Use and for no other purpose.

4. Food Truck Lease; Sublease. During the Term, and subject to the terms of this Agreement, Chick-fil-A grants to Operator a sublease for the use and occupancy of the Food Truck. The Operator's

use of the Food Truck is subject to all applicable laws, rules and regulations and the lease attached as **Exhibit "B"** to this Agreement and any other exhibits to the attached lease (the **"**Food Truck Lease**"**), made a part of this Agreement by this reference. The Operator agrees to use and operate the Food Truck in accordance with the Food Truck Lease and otherwise comply in all respects with the terms and conditions of the Food Truck Lease, as the same may be amended or changed by Chick-fil-A (as prime lessee) and Banc of America Leasing & Capital or its permitted assignee (as prime lessor) ("BALC"), from time to time:

a. Compliance with Agreements. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard of conduct that would constitute a violation of the Food Truck Lease, this Agreement or the Franchise Agreement;

b. No Further Subleases; No Amendments. Operator will not enter into any lease agreements or other agreements allowing parties other than Operator or Chick-fil-A rights concerning possession, use, operation, or control of the Food Truck without the prior written approval of Chick-fil-A and, as determined by Chick-fil-A, BALC, and Chick-fil-A and will not modify amend or extend the time for payment or performance in any material respect of its obligations under any agreement relating to Operator's use of the Food Truck without the express prior written consent of BALC;

c. Subordination. The rights of the Operator in and to the Food Truck will be subject and subordinate to the rights of BALC under the Food Truck Lease as provided in the Food Truck Lease, and the Operator will not assert or claim any right, title or interest as the owner or holder of legal or equitable title to the Food Truck, including any of its equipment, furnishing and fixtures (except proprietary equipment and equipment installed to customize the Food Truck for operation as an extension of a franchised Chick-fil-A restaurant business, subject to the rights of Chick-fil-A);

d. Payments. Subject to the terms of Section 7(c) of this Agreement, Chick-fil-A will pay the lease rental payment described in the Food Truck Lease directly to BALC per the terms of the Food Truck Lease;

e. Termination. The Food Truck Lease and all of the Operator's rights in and to the use and possession of the Food Truck will terminate, at the option of BALC, upon the expiration or earlier termination of the Food Truck Lease by reason of the occurrence of an Event of Default under the Food Truck Lease or otherwise, and the Operator will thereupon return the Food Truck to Chick-fil-A or at Chick-fil-A's election and direction to BALC in accordance with all of the terms and provisions of the Food Truck Lease and of this Agreement;

f. Cost of Performance. If the Operator fails to perform any of its obligations under this Agreement, including under the attached Food Truck Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest pursuant to Section 14.11 of the Franchise Agreement.

5. Sales Location and Hours of Operation. For each proposed instance of a Licensed Use of the Food Truck, the Operator will complete and submit Chick-fil-A's then current registration form ("Registration Form") and otherwise follow the registration process established for Food Trucks under Chick-fil-A's then current policies and procedures for such programs, including obtaining approval prior to the commencement of the Licensed Use at each proposed Sales Location. During the Term, the Operator will use and operate the Food Truck to produce and/or sell and distribute

Products only at the locations registered and approved pursuant to Chick-fil-A's Additional Distribution Point program (individually, a "Sales Location" and collectively, the "Sales Locations") and during the hours of operation specified in the applicable Registration Form for each Sales Location.

6. Delivery and Availability of Food Truck. On or around the commencement date specified in the Food Truck License Summary (the "Commencement Date"), Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement and the Franchise Agreement. If (a) the Franchise Agreement terminates or expires, (b) the Operator is in default under the Franchise Agreement, or (c) other aspects of the Business change affecting the Operator's ability to perform the Operator's obligations under this Agreement, including the sublease of the Food Truck Lease granted in Section 4 of this Agreement, as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment, then Chick-fil-A will have the right to terminate this Agreement and the Operator will bear any and all risk arising from or related to the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate or suspend this Agreement or temporarily suspend or interrupt the Food Truck Program at any time for any reason or for no reason, including without limitation, to use the Food Truck at another location and/or for a different purpose (an "Alternate Use"). For example, but without limiting the preceding sentence, Chick-fil-A may elect to use or have its designee use the Food Truck for food or other product distribution in the event of a natural disaster, weather event, pandemic, epidemic or other like disaster or event. In the event that Chick-fil-A elects to use or have its designee use the Food Truck for an Alternate Use, the Operator's obligations under this Agreement, including under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, will be suspended, and the Operator's sole and exclusive remedy will be the return of the Food Truck following the Alternate Use for the remainder of the Term, without any right to an extension. Chick-fil-A will have no other liability if the Food Truck is not furnished or otherwise made available to the Operator.

7. Operator's Obligations. The Operator will have the following obligations and responsibilities with regard to the operation and use of the Food Truck:

   a. Menu of Products.

      i. The menu of Products that may be offered, sold and distributed from the Food Truck in connection with this Agreement will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.

      ii. The menu of Products that may be produced on, and offered, sold and distributed from, the Food Truck, will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.

      iii. The menu of Products to be produced and/or sold and distributed at individual Sales Locations will be as set forth on the applicable Registration Form for each Sales Location.

      Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A system may be sold from the Food Truck. Products produced and/or held in the Food Truck may only be sold or distributed from the Food Truck at the Sales Locations and may not be sold, delivered, or given away to the Operator's Business, any other Business(es) to which the Operator has the right to operate pursuant to the Franchise Agreement (if any) to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

b. Commissary; Source of Supplies. As set forth above in Section 7.a. of this Agreement, certain Products sold or distributed from the Food Truck may be freshly produced in the Food Truck, while other Products or the components of other Products must be freshly produced in the Business, which will serve as a commissary for the Food Truck, and delivered to the Food Truck via approved Temperature Management System (TMS) bags. For each Sales Location, whether a Product or Product component may be produced in the Food Truck or may only be produced in the Business and then delivered to the Food Truck as set forth above will be specified in the Registration Form applicable to such individual Sales Location. Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Food Truck and the Business, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for food trucks prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Food Truck. Any transportation of Products, Ingredients, promotional items, and other items by the Operator or otherwise will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Food Truck Lease and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements). Without limiting the above, the Operator will not (and will not allow others to) transport any hazardous materials or anything other than Products, Ingredients, promotional items, and other items necessary for the safe, sanitary, and efficient operation of the Food Truck.

c. Payment of Food Truck Usage Fee. In consideration of the License granted in this Agreement and to compensate Chick-fil-A for the use of the Food Truck under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, the Operator will pay to Chick-fil-A when due the usage fee(s) as set forth in the Food Truck License Summary (the "Usage Fee"), which will be in lieu of the lease rental payment described in the Food Truck Lease payable by Chick-fil-A to BALC. Chick-fil-A shall have the right from time to time to re-determine the Food Truck Usage Fee in its sole and exclusive business judgment based on the then current fair market rental value for the Food Truck due to additions, subtractions and modifications to the Food Truck, additional or different charges or other changes under the Food Truck Lease, market factors, inflation, passage of time or otherwise, and to update the Food Truck Usage Fee to an amount based on the then determined, current fair market rental, which will be set forth in a revised Food Truck License Summary Form and substituted and attached to this Agreement as Exhibit A and made a part of this Agreement. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Agreement with respect to the Food Truck and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.

d. Additional Fees, Costs and Expenses. All additional fees, costs and expenses associated with the operation and use of the Food Truck, participation in the Food Truck Program and the Licensed Use will be borne by the Operator, either made by the Operator directly or reimbursed to Chick-fil-A, as applicable, and will include, among other things, all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Food Truck, all labor expense and wages for staffing and servicing the Food Truck and its operations and any other costs and/or expenses incurred in connection with the operation and use of the Food Truck and participation in the Food Truck Program, including payments due under the Food Truck Lease (other than the lease rental payment).

e. Payment of Taxes. Payment of any sales, use or excise tax, any apportioned personal property tax or any other tax arising from the Licensed Use, the Sales Locations, the sale and distribution of Products and promotional items, the sublease of the Food Truck or the presence of the Food Truck at the Sales Locations, will be made by the Operator, directly or reimbursed to Chick-fil-A, as applicable. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

f. Marketing and Advertising. All promotional items used in connection with the Food Truck, including the use of any social networking sites and web-based advertising, will constitute marketing and advertising materials pursuant to the provisions, terms and conditions of the Franchise Agreement and will be subject to Chick-fil-A's review and prior approval.

g. Other Food Truck Program-Related Agreements. Negotiation and signature of any agreements or other arrangements regarding the use of the Food Truck for the Licensed Use will be the responsibility of and be performed by the Operator. The Operator will have no authority to bind Chick-fil-A by contract or otherwise to any agreement with a third party. The Operator will ensure that all aspects of the Sales Locations and the use of the Food Truck at the Sales Locations comply with and satisfy Chick-fil-A's Minimum Standards, including any Guidelines for the Food Truck Program prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. Chick-fil-A's grant of the License for the Licensed Use is not a guaranty, recommendation, warranty or endorsement by Chick-fil-A that the Licensed Use will prove beneficial for the Operator or that the terms of any agreement for the use of the Food Truck at the Sales Locations are advantageous to the Operator.

h. Sale of Products; Gross Receipts. Gross receipts generated as a result of sales from the Food Truck will be included in the Gross Receipts of the Operator's Business pursuant to the Franchise Agreement and will otherwise be treated as sales occurring outside of the Restaurant in accordance with Chick-fil-A's then-current standards and procedures. Further, the Operator agrees to maintain separate books and records to track the gross receipts, operating costs and expenses resulting from the operation of the Food Truck. The Operator agrees to maintain such books and records for at least five (5) years and provide them to Chick-fil-A's Tax Department, if required, upon a sales tax audit.

i. Food Truck Staffing. The Operator will provide employees from the Business to fulfill the Operator's staffing needs for the proper use and operation of the Food Truck. All employees will be employed, trained and supervised by the Operator. Chick-fil-A will have no responsibility or liability whatsoever for the selection, supervision, disciplining, scheduling, conduct, payment, benefits or compensation of the Operator's employees at any time, and the Operator's employees will not be employees nor shared or joint employees of Chick-fil-A.

j. Food Truck Operations and Procedures; Training of Employees.

   i. Prior to the commencement of operations of the Food Truck by the Operator under this Agreement and prior to the training of the Operator's employees, the Operator will participate in any walk-thru meetings or sessions offered by Chick-fil-A and otherwise will establish a thorough understanding of the safe and proper operation, including driving, of the Food Truck, its equipment and food storage and preparation procedures including, without limitation, any food safety and cleaning/sanitizing procedures for the Food Truck, and use of the Business as a commissary to support the operation of the Food Truck. Prior to the commencement of operations of the Food Truck, the Operator will train the Operator's production team members and other employees who will be staffing and otherwise servicing the Food Truck, in the safe operation and use of the Food Truck and its equipment, food storage, preparation procedures and care and maintenance. The

Operator and the Operator's employees are not permitted or authorized to and will not change, modify or reconfigure the Food Truck or its equipment or authorize any third party to do so at any time without Chick-fil-A's review and prior approval. The Operator is solely responsible for ensuring that the Food Truck's operations are conducted with reasonable care and that all prudent safety procedures that apply to the operation or other use of the Food Truck are followed.

ii. The Operator and any other individual, who drives the Food Truck, must satisfy (A) all state and local requirements for operation of a commercial food truck, (B) all insurer requirements for operation of the Food Truck, and (C) the following minimum requirements to be allowed to drive the Food Truck (unless state and local or insurance requirements are more restrictive, in which case such state, local or insurance requirements will apply): (i) at least twenty-one years of age; (ii) holds a valid driver's license, a copy of which is maintained by the Operator, and (iii) has no history of serious violations within the last five years and no more than two moving violations in the last three years, based upon the Operator's review of the driver's Motor Vehicle Record for the applicable period stated in this clause. The Operator will ensure that a pre-inspection and a post-inspection of the Food Truck are completed and a complete and current record of such inspections is maintained. Inspection components include, but are not limited to, properly working lights, signals and horn, wipers, mirrors and safety belts, tire tread acceptable, no glass chips/cracks that can hinder vision, doors close and lock, body of vehicle is intact (bumpers, etc.). For purposes of clause (iii) above, "two moving violations" will include, without limitation, speeding, failure to signal, improper passing, following too close, careless driving, not wearing a safety belt, expired tags and plates as well as no proof of insurance, and "serious violations" will include, without limitation, any alcohol related violation, racing/speed contest, reckless driving, vehicular homicide or assault, conviction of a crime involving a motor vehicle, eluding or attempting to elude a police officer, hit and run, etc.

k. Food Truck Condition and Return. Upon the expiration or earlier termination of this Agreement, the Operator will (i) make the Food Truck available to Chick-fil-A or its designee at such time and location as directed by Chick-fil-A in accordance with all terms, provisions and requirements of the Food Truck Lease and in a clean and neat condition, and in as good order and repair and in the same condition as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted, (ii) remove all personal property from the Food Truck, and (iii) clean and remove all debris and trash from the Food Truck. Any personal property not removed will be deemed conclusively abandoned and may be removed and disposed of by Chick-fil-A, without compensation to the Operator. In the event the Operator fails to return the Food Truck in such condition and at such time and location as directed by Chick-fil-A, the Operator will reimburse Chick-fil-A for all costs and expenses incurred in connection with returning the Food Truck to the good order, condition and repair as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted.

l. Insurance and Insurance Fee. In consideration of the insurance expense incurred by Chick-fil-A to cover the Food Truck and its contents and inventory, the Operator will pay to Chick-fil-A a monthly insurance fee, as set forth in the Food Truck License Summary (the "Food Truck Insurance Fee"); the Insurance Fee does not cover any Operator-owned contents or inventory. The Operator will obtain and maintain in full force and effect, at the Operator's own expense, any additional insurance coverage which may be necessary or required (i) to operate the Food Truck, and (ii) under the Food Truck Lease, the Franchise Agreement, applicable law or otherwise. The Operator will provide Chick-fil-A immediate notice of (A) any casualty loss (that is, loss or damage to the Food Truck) that may result in an insurance claim and (B) any

liability claim (that is, any injury to any person or damage to any property in any way involving the Food Truck). The Operator will cooperate fully with Chick-fil-A in the reporting, investigation, adjustment, and settlement of any insurance coverage claims arising from the Food Truck.

m. Reporting of Other Information. The parties acknowledge and agree that one of the metrics to be recorded is the performance of the Food Truck based on where, how and when it was/is deployed for use at the Sales Locations. The Operator acknowledges and agrees that due to the developing stage of the Food Truck Program, Chick-fil-A may require the reporting of additional or different information regarding the Operator's use and operation of the Food Truck and more detailed or different information regarding the sales and cost performance of the Food Truck than is usual or otherwise customary at present with regard to a Chick-fil-A Restaurant. The Operator will provide such reports and other information regarding Gross Receipts and the costs, expenses and taxes incurred in connection with the operation and use of the Food Truck and the Sales Locations, and such other information Chick-fil-A may request from time to time.

n. Approvals, Licenses, Permits; Compliance with Law. Unless otherwise agreed by the parties in writing, the Operator, at the Operator's sole cost and expense, will seek as soon as practicable and will obtain and maintain at all times during the Term of this Agreement all necessary regulatory approvals, licenses, and permits for and applicable to the operation of the Food Truck for the Licensed Use at the Sales Locations. The Operator will comply with and obey all applicable laws, rules and regulations.

o. Cooperation. The Operator, at the Operator's sole cost and expense, will cooperate with Chick-fil-A as necessary for the Operator and/or Chick-fil-A to fulfill their respective duties and obligations under this Agreement and the Food Truck Lease.

8. Additional Terms. Chick-fil-A will have the following rights, obligations, and responsibilities with regard to the operation and use of the Food Truck during the term of this Agreement:

c. Delivery of Food Truck. Subject to Sections 6 and 14, Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement. Chick-fil-A will not be liable for any loss or damage to the Operator due to a delay or failure to deliver the Food Truck in any event whatsoever, regardless of whether such delay or failure is within Chick-fil-A's control. Without limiting the above, Chick-fil-A will have no liability for any delay or failure to deliver resulting from fire, act of God, destruction or damage to the Food Truck, weather conditions, strike, labor dispute, delay in transportation, governmental requirements or any other cause beyond Chick-fil-A's control.

d. Use of Reported Information. Chick-fil-A will have the right and the Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, costs, expenses and taxes incurred and to make calculations and allocations to the Operator's Business as may be authorized or otherwise required under the Franchise Agreement and in order to effectuate the terms of this Agreement.

9. Compliance with Franchise Agreement. Except as specifically provided in this Agreement, the Operator will comply with all of the provisions of the Franchise Agreement with regard to the Food Truck and the Licensed Use even if not specifically described or referred to in this Agreement, including, but not limited to, Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Section 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Section 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Section 19 USE OF THE MARKS, Section 24 TERMINATION, Section 25 FRANCHISE RELATIONSHIP, Section 27 INDEMNIFICATION,

and Section 28 GENERAL PROVISIONS (including, without limitation, with regard to **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in Section 28.10 thereof, **the waiver of any right to trial by jury** as set forth in Section 28.15 thereof and the Operator's agreement **not to pursue any class claims** as set forth in Section 28.13 thereof), and such provisions will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement, the express terms of this Agreement will control with respect to the Licensed Use authorized under this Agreement and the limited License granted for the Licensed Use. In addition, the Operator and the Operator-Owner must not do anything in connection with the Sales Locations or the Food Truck that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Food Truck on Sunday or Christmas Day.

10. Sole and Exclusive Property of Chick-fil-A; Confidential Information and Ideas. The Operator and the Operator-Owner acknowledge and agree that the Food Truck Program, including but not limited to the development of the Food Truck and the program, this Agreement (and any of its terms), the Food Truck Lease (and any of its terms), the design and specifications, menu selection, marketing methods and strategies (including social media), sales, cost, data and analysis relating to the Food Truck Agreement, and any Guidelines and Methods developed for the Food Truck are the sole and exclusive property of Chick-fil-A, and constitute Intellectual Property and Confidential Information under the Franchise Agreement. The Operator and the Operator-Owner will not acquire any ownership interest or other right in and to the Food Truck Program, the Food Truck, its equipment, furnishing and fixtures, associated Guidelines and Methods, Intellectual Property or Confidential Information, except for the temporary right and License to operate the Food Truck for the Licensed Use at the Sales Locations as expressly provided in this Agreement. Under Section 18.5 of the Franchise Agreement, any idea, concept, technique or material concerning the Food Truck and the Food Truck Program, including any advertising materials and social networking accounts, that the Operator, the Operator-Owner or any of the Operator's employees create in the operation or servicing of the Food Truck or conduct of the Food Truck Program as contemplated by this Agreement, will be Ideas, and Chick-fil-A or CFA Properties will own all rights in any and all Ideas. The Operator may not lend, sublicense, subcontract, sublease, encumber or in any way transfer or assign the Food Truck or any of the Food Truck's equipment, furnishings, or fixtures or any rights under this Agreement. Chick-fil-A will retain all rights attendant to or associated with the lease of the Food Truck, including, without limitation, the right to depreciate the Food Truck for tax, accounting and all other purposes.

11. No Warranties. The Food Truck provided to the Operator by Chick-fil-A pursuant to the sublease of the Food Truck Lease granted in Section 4 of this Agreement is furnished "***AS IS***" and "***WHERE IS***" and without any warranty of any kind by or from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Food Truck and this Agreement, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

12. Storage; Maintenance; Repair. The Operator, (a) may use the Food Truck only in compliance with the Food Truck Lease and only in connection with the Operator's operation of the Food Truck at the Sales Locations, (b) will store and maintain the Food Truck at the Operator's Business when not in use at a Sales Location (c) will service and repair the Food Truck in order to maintain its appearance and good working condition according to best industry practices, manufacturer's specifications, and using reputable and established service and repair vendors, and (d) will not make any changes, alterations or additions to the Food Truck without prior written consent of Chick-fil-A, and all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Food Truck and its equipment, furnishings and fixtures, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then Minimum Standards

and Guidelines and that possess adequate quality controls, experience and capacity to service and repair the item and otherwise supply the Operator's needs promptly, accurately and reliably. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Food Truck or any of its equipment, furnishings or fixtures. The Operator agrees to provide Chick-fil-A with monthly (or with such greater frequency that Chick-fil-A may from time-to-time require) reports detailing (i) the mileage of the Food Truck for such time period, (ii) any damage incurred with respect to the Food Truck, and (iii) any maintenance or repairs performed with respect to the Food Truck. The Operator's obligation to provide such reports does not satisfy the Operator's obligations under the Food Truck Lease, and it is the Operator's obligation to ensure that all required maintenance is performed on the Food Trucks per the terms of the Food Truck Lease and this Agreement, including the requirements that (x) all such maintenance and repairs must be performed by a factory authorized maintenance individual with the authority to sign the maintenance, service and/or repair log and (y) records of all work performed on the Food Truck must be dated and signed by the appropriate authority.

13. Indemnification; Damage to Property; Personal Injury.

    a. The Operator and the Operator-Owner will be solely and exclusively responsible for any damage to or loss caused by a breach of this Agreement or the Food Truck Lease, the negligent or intentional action or misfeasance of the Operator or the Operator's employees, agents, contractors, invitees or customers as if provided for and included under Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY of the Franchise Agreement, which will apply in full to this Agreement. Furthermore, the Operator and the Operator-Owner will be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A, for (i) personal injury, death or otherwise, and (ii) damage to personal property or real property caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator-Owner, the Operator's employees, agents, contractors, invitees or customers. In addition, the Operator and the Operator-Owner will be solely and exclusively responsible for any and all liability of BALC as provided in the Food Truck Lease.

    b. The Operator and the Operator-Owner do hereby agree to indemnify, defend and hold harmless Chick-fil-A and any subsequent operator of the Food Truck or a like business at the Sales Location and/or BALC as provided in the Food Truck Lease, against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Food Truck or a like business at the Sales Location as if provided for and included under Section 27 INDEMNIFICATION of the Franchise Agreement, which will apply in full to this Agreement and the use and operation of the Food Truck, including without limitation in the event of any damage, loss or claim described in this Section 13.

    The Operator's and the Operator-Owner's obligations under Subsections 13.a. and b. above (and Sections 5 and 27 of the Franchise Agreement) will apply with respect to, among other things, the Sales Location, the Food Truck and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Sales Locations, the Food Truck or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator and the Operator-Owner. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator or Chick-fil-A from seeking indemnification from another third party whose actions, or the actions of such third party's employee, were the source of any injury, damage or loss. This section is in addition to any obligations of the Operator and the Operator-Owner to BALC and others that may be named in the Food Truck Lease.

14. Default; Termination.

    a. The rights granted under this Agreement are contingent upon the Franchise Agreement and this Agreement, including the Food Truck Lease, being in full force and effect and the Operator otherwise being in good standing at the effective date of this Agreement and at all times during the term of this Agreement. If prior to the expiration of the term of this Agreement, the Franchise Agreement is terminated or expires with respect to the Business or the Food Truck Lease is terminated or expires, this Agreement, including the sublease granted in Section 4 of this Agreement, will automatically terminate or expire at the same time. If the Franchise Agreement is in default at the effective date of this Agreement or at any time during the term of this Agreement (and has not been terminated), such default will also constitute a default by the Operator under this Agreement, and Chick-fil-A may terminate the Operator's rights under this Agreement, including the sublease granted in Section 4 of this Agreement, or suspend such rights until the default is cured.

    b. This Agreement and the rights granted hereunder may be terminated for a default under this Agreement, including a default under the sublease granted in Section 4 of this Agreement by reason of a default of the Food Truck Lease, without also terminating the Franchise Agreement, provided that Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right at its election to also terminate the Franchise Agreement as to the Business and one or more or all of any other of the Businesses operated under the Franchise Agreement by providing written notice to the Operator pursuant to the terms of the Franchise Agreement. Subject to Section 15, this Agreement and the rights granted under this Agreement, including the sublease granted in Section 4 of this Agreement (but not the obligations the Operator has undertaken thereunder, which will survive until the Operator has fully performed the same), will expire automatically upon Chick-fil-A retaking possession of the Food Truck following the expiration or termination of this Agreement and the Operator's fulfillment of the Operator's obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate this Agreement, including the sublease granted in Section 4, and/or the Food Truck Program at any time for any reason or for no reason.

    c. The Operator will bear any and all risk arising from or related to termination of this Agreement. Upon termination of this Agreement, the Operator will remain liable for the then current outstanding balance of the Food Truck Usage Fee, the Food Truck Insurance Fee and any other payments due Chick-fil-A or BALC as provided in the Food Truck Lease and/or in this Agreement. The Operator agrees that upon default BALC may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Food Truck Lease and/or this Agreement, any payment made by the Operator to Chick-fil-A or BALC or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain possession of the Food Truck by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

15. Survival. Upon the termination, expiration, or suspension of this Agreement as provided in Section 14, all obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement and also including without limitation the obligations under the Franchise Agreement which are incorporated by reference into this Agreement, that expressly or by their nature are intended to survive the termination or expiration of this Agreement or the Franchise

Agreement, including, but not limited to, limitations of liability, and the Operator's reporting, payment and indemnification obligations to Chick-fil-A and/or BALC, will survive the termination, expiration or suspension of this Agreement, including the sublease granted in Section 4 of this Agreement, the Food Truck Lease, and the termination of the Franchise Agreement, if applicable.

16. Communications; Notices; Designated Contact. All notices provided for in this Agreement will be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from other country or jurisdiction, return receipt requested, address to the party to be served at the following address:

    If to Chick-fil-A:
    Chick-fil-A, Inc.
    5200 Buffington Road
    Atlanta, Georgia 30349-2998
    Attn: Lynette E. Smith

    If to the Operator and/or the Operator-Owner:
    At the address set forth on the signature page of the Franchise Agreement

    Or to such other address as may be designated by such party in a written notice to the other party.

17. Not Independent Franchise. The Operator and the Operator-Owner acknowledge and agree that the Operator's participation in the Food Truck Program and the grant of the License to use the Food Truck at the Sales Location pursuant to this Agreement is made upon the request of and as an accommodation to the Operator and the Operator-Owner in connection with the Franchise Agreement and the Business, and is entirely voluntary on the part of the Operator and the Operator-Owner and does not constitute an independent or separate franchise or franchise agreement.

18. Affirmation of Franchise Agreement and the Assignment. The Operator and the Operator-Owner acknowledge, affirm and agree to all of their respective covenants and obligations under the Franchise Agreement and the Assignment as if entered into, undertaken and otherwise made again this day (with this Agreement, including the Food Truck License Summary and the Food Truck Lease) and reaffirm the continuing existence and validity of the Franchise Agreement and the Assignment. The Operator and the Operator-Owner covenant that, subject to their terms and conditions as modified by this Agreement, the Franchise Agreement and the Assignment are in full force and effect as of the date of this Agreement, and will remain in full force and effect, subject to their terms.

19. Operator-Owner Guaranty. Pursuant to the Assignment and this Agreement, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease). Nothing contained in this Agreement will be deemed to relieve the Operator-Owner of any of the Operator-Owner's obligations contained in the Assignment or the Franchise Agreement. The Operator-Owner further agrees to, and by this instrument does hereby guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease). Without limiting the above, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A: (i) that the Operator will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement, this Agreement or any other agreements with Chick-fil-A or its

affiliates concerning the operation of the Businesses, including the Food Truck; and (ii) that if the Operator defaults in making any of these payments or complying with any of these provisions, the Operator-Owner will pay immediately upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of the Operator's non-compliance.

20. Cross-Default. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease), will also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under the Assignment and the Franchise Agreement and, under its terms, grounds for termination and/or non-renewal of the Franchise Agreement and the franchise granted under the Franchise Agreement.

21. Acceptance of Risk of Food Truck Program. The Operator and the Operator-Owner acknowledge and agree that Chick-fil-A is in the development stages of the Food Truck Program and that participation in the Food Truck Program under this Agreement involves substantial risks. The Operator and the Operator-Owner acknowledge and agree that the Operator and the Operator-Owner are aware of the risks and that the Operator and the Operator-Owner agree to bear the risk of the success or failure of the Food Truck Program and the Food Truck in reliance solely on the Operator and the Operator-Owner's own business judgment.

22. Execution; Counterparts. The parties acknowledge and agree that, (i) the Food Truck License Summary is complete and accurate and forms a part of this Agreement; and (ii) this Agreement, including the Food Truck License Summary and the Food Truck Lease, as well as the Franchise Agreement and the Assignment as referenced in this Agreement, contain the entire agreement between the parties as to the subject matter hereof and fully supersedes all prior understandings, written or oral, between the parties regarding such subject matter. This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties to this Agreement, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

[The Signature Page Follows]

IN WITNESS WHEREOF, Chick-fil-A, Inc., the Operator and the Operator-Owner intending to be legally bound, have duly executed and delivered this Agreement as of the day and year first above written.

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

OPERATOR

_____

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR-OWNER:

_____

Printed Name: _____

Date: _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT
Exhibit "A"

Food Truck License Summary Form

1. The Operator's name and the designated Business (pursuant to Background Paragraph A): _____
   _____

2. Commencement Date (pursuant to Section 5): _____

3. Any termination date of this Agreement earlier than the Thirty-First day of December following the Effective Date (pursuant to Section 2): _____

4. Items that may be produced, offered and sold from the Food Truck (pursuant to Sections 7.a and b): _
   _____

5. Items that may be offered and sold from the Food Truck, but must be produced at the Operator's Business (pursuant to Sections 7.a and b): _____

6. Monthly Food Truck Usage Fee (pursuant to Section 7.c): **$_____ (as the amount may be amended), plus all applicable mileage surcharge or pass-through costs and expenses for excessive miles per the terms of the Food Truck Lease**

7. Monthly Food Truck Insurance Fee (pursuant to Section 7.l, and subject to adjustment to reflect changes in Chick-fil-A's insurance premiums): **$_____ (as the amount may be amended)**

8. Monthly Food Truck Reporting Obligations (pursuant to Section 12) including (i) mileage of the Food Truck, (ii) any damage incurred with respect to the Food Truck, (iii) any maintenance or repairs performed with respect to the Food Truck, and (iv) as otherwise required under the Agreement.

9. Additional Terms/Information: _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT

Exhibit "B"

Food Truck Lease

EXHIBIT "B-1"

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (CORPORATION)

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

(Corporation)

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (the "Assignment") is made and shall be effective as of _____, (the "Effective Date") by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its assigning franchised Operator, _____, ("Assignor"), and _____, a corporation, organized under the laws of the state of _____ ("Assignee").

CHICK-FIL-A, INC., a Georgia corporation
5200 Buffington Road
Atlanta, Georgia 30349-2998

By: _____ **_____**
Andrew T. Cathy, Chief Executive Officer **Witness**

(CORPORATE SEAL)

"Assignor" (Assigning Operator)

_____ **_____**
Witness

"Initial Business"
Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Additional Business", if any
Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Assignee"

[_____]

By: _____ **_____**
Print Name: _____ **Witness**
Title: _____

(CORPORATE SEAL)

WITNESSETH:

WHEREAS, Chick-fil-A and Assignor are parties to a Franchise Agreement and its attached Lease(s) dated _____, including any amendments and exhibits to the Franchise Agreement and its attached Lease(s) (collectively, the "Franchise") with Chick-fil-A granting Assignor the right to operate, as the Operator, the Initial Business and the Additional Business(es), if any (individually and collectively referred to as the "Business"), at the Site(s), pursuant to the terms and conditions set forth in the Franchise; and

WHEREAS, Assignor has formed and organized Assignee for the purpose of owning and operating the Business; and

WHEREAS, Assignor desires to transfer all of Assignor's right, title and interest in the Franchise to Assignee; and

WHEREAS, all parties to the Assignment acknowledge that Chick-fil-A's consent to any transfer is required under the Franchise, and is necessary to ensure Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate the respective franchised Chick-fil-A restaurant businesses to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which such businesses are located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of the businesses, the Marks, Chick-fil-A, and the System.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the promises, covenants, warranties and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Assignment, each intending to be legally bound, hereby agree as follows:

SECTION 1 – ASSIGNMENT AND ASSUMPTION

1.1 As of the Effective Date, Assignor, in consideration of $10.00 and other good and valuable consideration, hereby assigns, transfers and sets over to Assignee all the right, title and interest of Assignor in and to the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and the Business, including any and all rights and benefits awarded or earned resulting from and arising under Chick-fil-A's Symbol of Success, Champions Club, or other similar programs, subject to the terms and conditions therein.

1.2 Assignee hereby assumes all of Assignor's duties, obligations, agreements, commitments and liabilities under the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and under or otherwise in connection with the Business, including under Chick-fil-A's Symbol of Success, Champions Club, or other similar programs and any related Buy Back or other agreements,, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Operator thereunder with the same force and effect as if the Franchise were originally written with Assignee as the Operator.

SECTION 2 – CONTINUING OBLIGATIONS AND GUARANTY OF ASSIGNOR

2.1 Assignor agrees to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise, and that nothing contained herein shall be deemed to relieve Assignor of any of its obligations contained in the Franchise. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of Assignee's obligations, commitments, duties and liabilities under the Franchise, in the same manner, to the same degree and with the same recourse against Assignor as if Assignor were the Operator. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Chick-fil-A: (i) that Assignee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Business; and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing to Chick-fil-A under the Franchise and all damages that may arise as a result of any such non-compliance. Any violation or breach by Assignor of any term or condition of the Assignment or the Franchise shall also constitute a violation and breach of the same term or condition by Assignee, a default by Assignee under said Assignment or Franchise and, pursuant to its terms, grounds for termination and/or non-renewal of the Franchise.

2.2. After the Effective Date, Assignor shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which the Business is located and in the nation as a

whole, and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks, Chick-fil-A, and the System. Assignee and Assignor shall engage only in the operation of the Business, and no other business.

SECTION 3 – ENTITY NAME

Assignor and Assignee acknowledge and agree that they shall not use Chick-fil-A's Marks (including, without limitation, the term "Chick-fil-A" or "CFA"), or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any corporate name or other legal name of Assignee or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of Assignee must not contain any derogatory or non-professional terms.

SECTION 4 – LIMITATIONS ON TRANSFER

4.1. Assignor and Assignee, jointly and severally, agree, represent and warrant that they shall not make nor permit any subsequent assignment, pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of the Franchise, the Business or any rights or obligations under the Franchise, whether directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law.

4.2 Assignor and Assignee, jointly and severally, acknowledge and agree that the transfer of an interest in Assignee will in substance constitute an assignment of Assignee's interest in the Business, including the Franchise, which Assignor and Assignee have agreed not to transfer. Assignor and Assignee, jointly and severally, further agree, represent and warrant that (i) Assignor is the only person with a legal, beneficial or equity interest in Assignee; (ii) the extent of such legal, beneficial or equity interest is one hundred percent (100%); and (iii) there are no obligations or intentions to issue additional legal, beneficial or equity interests in Assignee. Assignee and Assignor, jointly and severally, agree, represent and warrant that they shall not make nor permit, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, the issuance, pledge or sale of stock in Assignee or any other legal, beneficial or equity interests in Assignee to be issued, pledged or sold to a person or entity other than Assignor nor make nor permit any stock in Assignee or any other legal, beneficial or equity interest in Assignee, in whole or in part, subsequently to be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. As used in this Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT

5.1 Chick-fil-A hereby consents to the assignment of the Franchise upon the following conditions only:

(a) Chick-fil-A has relied upon, and agreed to execute the Assignment based upon, the agreements, representations, warranties and guaranty executed and undertaken by Assignor and Assignee.

(b) The granting of this consent is in no way an approval by Chick-fil-A of the legal sufficiency of the formation and organizational documents or any other documents pertaining to Assignee, and insofar as the terms of same may conflict with or contradict the terms of the Assignment, said terms are expressly disclaimed.

(c) Assignor shall maintain stop-transfer instructions against the transfer on its records of any equity securities; Assignor shall include the following provision in the by-laws pertaining to Assignee:

(1) Neither the stock in the Corporation nor any other legal, beneficial or equity interest in the Corporation shall be issued, pledged or sold to a person or entity other than the initial sole stockholder, nor shall any stock in the Corporation nor any other legal, beneficial or equity interest in the Corporation, in whole or in part, be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are also subject to the terms of the Franchise and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation. As used herein, the term "legal, beneficial or equity interest(s)" shall include direct or indirect interest(s) in the equity of the Corporation or the business risk of the franchised Chick-fil-A restaurant business(es) operated by the Corporation, including, but not limited to, interests allegedly denominated as debt, but which in substance

encompass the type of risk-taking interest described herein.

(2) All certificates representing stock in the Corporation during the term of the Franchise shall have affixed to them a legend substantially in the following form:

"Neither this stock nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), any Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation."

(3) In addition, each stock certificate of Assignee shall contain and conspicuously display the following statement:

Neither this stock nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation.

(d) The granting of the Assignment to Assignee is not a consent to any proposed future transfer of any interest in Assignee to beneficiaries upon the attainment of a certain age or other condition.

5.2 Granting consent to the Assignment does not constitute approval of any stockholder or officer of Assignee as an approved Operator or the Operator under the Franchise except as to the particular stockholder that is a previous signatory to the Franchise in his or her individual capacity as the approved Operator thereunder and who is listed on Exhibit A attached to the Assignment and made a part of the Assignment. Assignor and Assignee agree that a breach of the Assignment shall constitute a breach of the Franchise and shall entitle Chick-fil-A to enforce all rights and remedies available to it including termination of the Franchise and the Assignment.

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease to the Franchise Agreement and Section 4(c) of any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or the Assignment, then the Franchise and the Assignment shall automatically terminate without any notice to Assignor or Assignee and the Assignment shall automatically be deemed null and void.

5.4 Assignor and Assignee hereby agree to promptly provide Chick-fil-A copies of the certificate of incorporation, by-laws, stock certificates or other agreements pertaining to Assignee and the holder(s) of all legal and beneficial interest in Assignee upon the written request of Chick-fil-A.

5.5 Assignor and Assignee agree that Chick-fil-A at any time during normal business hours may examine, review and copy any and all of each of their individual or corporate records, books, financial records, tax returns or other documents relating to Assignee for the purpose of ensuring compliance with the Franchise and the Assignment.

5.6 Assignor and Assignee agree that upon breach of any of the conditions, representations, agreements or warranties contained herein, they and each of them shall be subject, among all other remedies available by law or hereunder, to all relief and remedies granted to Chick-fil-A by the Franchise and the Assignment.

5.7 Chick-fil-A may review any of Assignee's organizational documents for purposes of determining whether they meet Chick-fil-A's then current requirements only. Therefore, the Assignment does not constitute an approval by Chick-fil-A for any other purpose or from any other perspective of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of the Assignment or Chick-fil-A's Operator selection or ownership criteria, requirements or policies, Chick-fil-A will not be bound by those documents and the provisions of the Assignment and Franchise shall control.

5.8 Assignor and Assignee acknowledge and agree that: (i) Chick-fil-A has not provided any legal, tax or other advice in connection with the Assignment; (ii) Chick-fil-A's approval of the Assignment does not constitute legal or tax advice; and (iii) Chick-fil-A has not reviewed or evaluated the validity of Assignee.

SECTION 6 – MISCELLANEOUS

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

6.2 All terms and conditions of the Franchise remain in full force and effect, except as modified by the Assignment. Capitalized terms used but not otherwise defined in the Assignment shall have the meanings ascribed to them in the Franchise.

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 28.1 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease to the Franchise Agreement and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) to the Franchise Agreement and any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite.

6.4 The Assignment, together with the Franchise, including the Franchise Agreement and its attached Lease(s) and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), including any Additional Business Amendment for a Satellite and its attached Concession Sublicense Agreement, shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and may be changed, modified or amended only by a written instrument executed by all parties to the Assignment.

6.5 In the enforcement of any of its rights against Assignor, Chick-fil-A may proceed as if Assignor were the primary obligor under the Franchise. Assignor waives any right to require Chick-fil-A to first proceed against Assignee or to proceed against or exhaust any rights or security (if any) held by Chick-fil-A or to pursue any other remedy available to it before proceeding against Assignor. No dealings between Chick-fil-A and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, Chick-fil-A may modify or amend the Franchise, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise transact with and/or pursue its remedies against Assignee as Chick-fil-A may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirment or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

6.6 If Chick-fil-A institutes any action at law or in equity against the Operator or retains the services of legal counsel to secure, defend or protect its rights under or to enforce the terms of the Assignment, Chick-fil-A shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in securing, defending and protecting its rights and enforcing the terms of the Assignment.

6.7 Each and every provision of the Assignment is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of the Franchise, or the Assignment or any other provision hereof.

6.8 The Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

6.9 The Assignment shall not become valid, binding or effective upon any party to the Assignment unless and until it is accepted, made and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties to the Assignment arising out of or relating to the subject matter of the Assignment shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist as of the Effective Date and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of the Assignment or the Franchise, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

6.10 Assignor and Assignee acknowledge and agree that they each have and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where

Chick-fil-A's decision-making authority is vested and where its franchise System operations are conducted and supervised. The parties to the Assignment agree that if any controversy or claim between them arises out of or relates to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, in the event there is no such jurisdiction or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Assignor and Assignee hereby waive any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waive any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of the Assignment, the Franchise and/or the relationship between or among Assignor, Assignee and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where Assignor and/or Assignee are located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

6.11. The obligations of Assignor and Assignee, as well as the rights of Chick-fil-A, under the Assignment shall survive any expiration, termination or other cancellation of the Franchise or the Assignment.

EXHIBIT "A"

Stockholder Name	Address	Percentage of Equity Interest in Corporation

EXHIBIT "B-2"

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT
(LIMITED LIABILITY COMPANY)

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

(Limited Liability Company)

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (the "Assignment") is made and shall be effective as of _____, (the "Effective Date") by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its assigning franchised Operator, _____, ("Assignor"), and _____, a limited liability company, organized under the laws of the state of _____ ("Assignee").

CHICK-FIL-A, INC., a Georgia corporation
5200 Buffington Road
Atlanta, Georgia 30349-2998

By: _____
Andrew T. Cathy, Chief Executive Officer (CORPORATE SEAL)

_____
Witness

"Assignor" (Assigning Operator)

_____

_____
Witness

"Initial Business"
Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Additional Business", if any
Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Assignee"

[_____]

By: _____
Print Name: _____
Title: _____

_____
Witness

W I T N E S S E T H:

WHEREAS, Chick-fil-A and Assignor are parties to a Franchise Agreement and its attached Lease(s) dated _____, including any amendments and exhibits to the Franchise Agreement and its attached Lease(s) (collectively, the "Franchise") with Chick-fil-A granting Assignor the right to operate, as the Operator, the Initial Business and the Additional Business(es), if any (individually and collectively referred to as the "Business"), at the Site(s), pursuant to the terms and conditions set forth in the Franchise; and

WHEREAS, Assignor has formed and organized Assignee for the purpose of owning and operating the Business; and

WHEREAS, Assignor desires to transfer all of Assignor's right, title and interest in the Franchise to Assignee; and

WHEREAS, all parties to the Assignment acknowledge that Chick-fil-A's consent to any transfer is required under the Franchise, and is necessary to ensure Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate the respective franchised Chick-fil-A restaurant businesses to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which such businesses are located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of the businesses, the Marks, Chick-fil-A, and the System.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the promises, covenants, warranties and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to the Assignment, each intending to be legally bound, hereby agree as follows:

SECTION 1 – ASSIGNMENT AND ASSUMPTION

1.1 As of the Effective Date, Assignor, in consideration of $10.00 and other good and valuable consideration, hereby assigns, transfers and sets over to Assignee all the right, title and interest of Assignor in and to the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and the Business, including any and all rights and benefits awarded or earned resulting from and arising under Chick-fil-A's Symbol of Success, Champions Club, or other similar programs, subject to the terms and conditions therein.

1.2 Assignee hereby assumes all of Assignor's duties, obligations, agreements, commitments and liabilities under the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), and under or otherwise in connection with the Business, including under Chick-fil-A's Symbol of Success, Champions Club, or other similar programs and any related Buy Back or other agreements,, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Operator thereunder with the same force and effect as if the Franchise were originally written with Assignee as the Operator.

SECTION 2 – CONTINUING OBLIGATIONS AND GUARANTY OF ASSIGNOR

2.1 Assignor agrees to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise, and that nothing contained herein shall be deemed to relieve Assignor of any of its obligations contained in the Franchise. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of Assignee's obligations, commitments, duties and liabilities under the Franchise, in the same manner, to the same degree and with the same recourse against Assignor as if Assignor were the Operator. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Chick-fil-A: (i) that Assignee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Business; and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing to Chick-fil-A under the Franchise and all damages that may arise as a result of any such non-compliance. Any violation or breach by Assignor of any term or condition of the Assignment or the Franchise shall also constitute a violation and breach of the same term or condition by Assignee, a default by Assignee under said Assignment or Franchise and, pursuant to its terms, grounds for termination and/or non-renewal of the Franchise.

2.2 After the Effective Date, Assignor shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which the Business is located and in the nation as a whole, and to diligently developing and personally

promoting the reputation and the goodwill of the Business, the Marks, Chick-fil-A, and the System. Assignee and Assignor shall engage only in the operation of the Business, and no other business.

SECTION 3 – ENTITY NAME

Assignor and Assignee acknowledge and agree that they shall not use Chick-fil-A's Marks (including, without limitation, the term "Chick-fil-A" or "CFA"), or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any corporate name or other legal name of Assignee or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of Assignee must not contain any derogatory or non-professional terms.

SECTION 4 – LIMITATIONS ON TRANSFER

4.1 Assignor and Assignee, jointly and severally, agree, represent and warrant that they shall not make nor permit any subsequent assignment, pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of the Franchise, the Business or any rights or obligations under the Franchise, whether directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law.

4.2 Assignor and Assignee, jointly and severally, acknowledge and agree that the transfer of an interest in Assignee will in substance constitute an assignment of Assignee's interest in the Business, including the Franchise, which Assignor and Assignee have agreed not to transfer. Assignor, Assignee and the Member(s), jointly and severally, further agree, represent and warrant that: (i) Assignor is the only person with a legal, beneficial or equity interest in Assignee; (ii) the extent of such legal, beneficial or equity interest is one hundred percent (100%); and (iii) there are no obligations or intentions to issue additional legal, beneficial or equity interests in Assignee. Assignee and Assignor, jointly and severally, agree, represent and warrant that they shall not make nor permit, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, the issuance, pledge or sale of new membership units in Assignee or any other legal, beneficial or equity interests in Assignee to be issued, pledged or sold to a person or entity other than Assignor nor make nor permit any membership interest in Assignee or any other legal, beneficial or equity interest in Assignee, in whole or in part, subsequently to be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. As used in this Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT

5.1 Chick-fil-A hereby consents to the assignment of the Franchise upon the following conditions only:

(a) Chick-fil-A has relied upon, and agreed to execute the Assignment based upon, the agreements, representations, warranties and guaranty executed and undertaken by Assignor and Assignee.

(b) The granting of this consent is in no way an approval by Chick-fil-A of the legal sufficiency of the formation and organizational documents or any other documents pertaining to Assignee and insofar as the terms of same may conflict with or contradict the terms of the Assignment said terms are expressly disclaimed.

(c) Assignor shall maintain stop-transfer instructions against the transfer on its records of any equity securities; Assignor shall include the following provision in the limited liability company operating agreement pertaining to Assignee:

(1) Neither the membership interests in the Company nor any other legal, beneficial or equity interest in the Company shall be issued, pledged or sold to a person or entity other than the initial sole member, nor shall any membership interests in the Company nor any other legal, beneficial or equity interest in the Company, in whole or in part, be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are also subject to the terms of the Franchise Agreement and any attached Leases, any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company. As used herein, the term "legal, beneficial or equity interest(s)" shall include direct or indirect interest(s) in the equity of the Company or the business risk of the franchised Chick-fil-A restaurant business(es) operated by the Company, including, but not limited to, interests allegedly denominated as debt, but which in substance encompass the type of risk-taking interest described herein.

(2) All certificates representing membership interests in the Company during the term of the Franchise shall have affixed to them a legend substantially in the following form:

"Neither this membership interest nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), any Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company."

(3) In addition, each membership certificate of Assignee shall contain and conspicuously display the following statement:

Neither this membership interest nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), any attached Concession Sublicense Agreement(s) for any Satellite Unit(s), any Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company.

(d) The granting of the Assignment to Assignee is not a consent to any proposed future transfer of any interest in Assignee to beneficiaries upon the attainment of a certain age or other condition.

5.2 Granting consent to the Assignment does not constitute approval of any member or officer of Assignee as an approved Operator or the Operator under the Franchise except as to the particular member that is a previous signatory to the Franchise in his or her individual capacity as the approved Operator thereunder and who is listed on Exhibit A attached to the Assignment and made a part of the Assignment. Assignor and Assignee agree that a breach of the Assignment shall constitute a breach of the Franchise and shall entitle Chick-fil-A to enforce all rights and remedies available to it including termination of the Franchise and the Assignment.

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease to the Franchise Agreement and Section 4(c) of any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or the Assignment, then the Franchise and the Assignment shall automatically terminate without any notice to Assignor or Assignee and the Assignment shall automatically be deemed null and void.

5.4 Assignor and Assignee hereby agree to promptly provide Chick-fil-A copies of the articles of organization and the limited liability company operating agreement of Assignee and all the holders of all legal and beneficial interest in Assignee upon the written request of Chick-fil-A.

5.5 Assignor and Assignee agree that Chick-fil-A at any time during normal business hours may examine, review and copy any and all of each of their individual or entity records, books, financial records, tax returns or other documents relating to Assignee for the purpose of ensuring compliance with the Franchise and the Assignment.

5.6 Assignor and Assignee agree that upon breach of any of the conditions, representations, agreements or warranties contained herein, they and each of them shall be subject, among all other remedies available by law or hereunder, to all relief and remedies granted to Chick-fil-A by the Franchise and the Assignment.

5.7 Chick-fil-A may review any of Assignee's organizational documents for purposes of determining whether they meet Chick-fil-A's then current requirements only. Therefore, the Assignment does not constitute an approval by Chick-fil-A for any other purpose or from any other perspective of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of the Assignment or Chick-fil-A's Operator selection or ownership criteria, requirements or policies, Chick-fil-A will not be bound by those documents and the provisions of the Assignment and Franchise shall control.

5.8 Assignor and Assignee acknowledge and agree that: (i) Chick-fil-A has not provided any legal, tax or other advice in connection with the Assignment; (ii) Chick-fil-A's approval of the Assignment does not constitute legal or tax advice; and (iii) Chick-fil-A has not reviewed or evaluated the validity of Assignee.

SECTION 6 – MISCELLANEOUS

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

6.2 All terms and conditions of the Franchise remain in full force and effect, except as modified by the Assignment. Capitalized terms used but not otherwise defined in the Assignment shall have the meanings ascribed to them in the Franchise.

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 28.1 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease to the Franchise Agreement and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) to the Franchise Agreement and any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite.

6.4 The Assignment, together with the Franchise, including the Franchise Agreement and its attached Lease(s) and any amendments and exhibits to the Franchise Agreement and its attached Lease(s), including any Additional Business Amendment for a Satellite and its attached Concession Sublicense Agreement, shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and may be changed, modified or amended only by a written instrument executed by all parties to the Assignment.

6.5 In the enforcement of any of its rights against Assignor, Chick-fil-A may proceed as if Assignor were the primary obligor under the Franchise. Assignor waives any right to require Chick-fil-A to first proceed against Assignee or to proceed against or exhaust any rights or security (if any) held by Chick-fil-A or to pursue any other remedy available to it before proceeding against Assignor. No dealings between Chick-fil-A and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, Chick-fil-A may modify or amend the Franchise, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise transact with and/or pursue its remedies against Assignee as Chick-fil-A may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirment or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

6.6 If Chick-fil-A institutes any action at law or in equity against the Operator or retains the services of legal counsel to secure, defend or protect its rights under or to enforce the terms of the Assignment, Chick-fil-A shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in securing, defending and protecting its rights and enforcing the terms of the Assignment.

6.7 Each and every provision of the Assignment is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of the Franchise, or the Assignment or any other provision hereof.

6.8 The Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

6.9 The Assignment shall not become valid, binding or effective upon any party to the Assignment unless and until it is accepted, made and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties to the Assignment arising out of or relating to the subject matter of the Assignment shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist as of the Effective Date and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of the Assignment or the Franchise, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

6.10 Assignor and Assignee acknowledge and agree that they each have and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its franchise System operations are conducted and supervised. The parties to the Assignment agree

that if any controversy or claim between them arises out of or relates to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, in the event there is no such jurisdiction or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Assignor and Assignee hereby waive any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waive any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of the Assignment, the Franchise and/or the relationship between or among Assignor, Assignee and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where Assignor and/or Assignee are located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

6.11 The obligations of Assignor and Assignee, as well as the rights of Chick-fil-A, under the Assignment shall survive any expiration, termination or other cancellation of the Franchise or the Assignment.

EXHIBIT "A"

Member Name	Address	Percentage of Equity Interest in LLC

EXHIBIT "C"

CONSOLIDATED FINANCIAL
STATEMENTS OF CHICK-FIL-A, INC.

Chick-fil-A, Inc.

Consolidated Financial Statements
December 31, 2023, 2022, and 2021

Chick-fil-A, Inc.
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Report of Independent Auditors

To the Board of Directors of Chick-fil-A, Inc.:

Opinion

We have audited the accompanying consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of comprehensive earnings, stockholders' equity and cash flows for the three years then ended, 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 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended 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
March 22, 2024

Chick-fil-A, Inc.
Consolidated Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Cash and cash equivalents	$ 1,266,114,339	$ 1,962,994,241
Receivables, net	202,801,459	197,181,397
Inventories	55,818,954	50,943,354
Property and equipment, at cost		
Leased to restaurant franchisees		
Land	933,955,993	894,071,911
Operating lease assets	2,829,610,368	2,746,705,817
Finance lease and other assets	1,577,201,914	1,254,444,533
Buildings	2,424,054,415	2,018,083,267
Leasehold improvements	4,832,258,331	3,980,879,753
Fixtures and equipment	1,906,723,022	1,589,067,412
Office land, buildings, fixtures, and equipment	1,131,731,945	908,579,217
Equipment in storage and construction in progress	759,224,800	504,435,612
Corporate leases, operating lease assets	48,822,249	48,458,212
Corporate leases, finance lease assets	99,037,750	49,797,929
	16,542,620,787	13,994,523,663
Less: Accumulated depreciation and amortization	4,284,403,219	3,561,569,414
Property and equipment, net	12,258,217,568	10,432,954,249
Investments	439,325,997	349,607,659
Prepaid expenses and other assets	186,057,127	166,507,485
Cash surrender value of life insurance	78,330,986	67,286,857
Total assets	$ 14,486,666,430	$ 13,227,475,242

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Balance Sheets
December 31, 2023 and 2022

	2023	2022
Liabilities and Stockholders' Equity		
Accounts payable		
Trade payables and other	$ 898,625,187	$ 774,927,162
Restaurant activity liability	231,257,539	227,330,457
Due to restaurant franchisees	138,233,452	137,268,281
Total accounts payable	1,268,116,178	1,139,525,900
Notes payable	2,352,755,082	2,576,504,662
Operating lease liabilities	2,731,899,083	2,727,263,276
Finance lease liabilities	1,454,931,670	1,187,399,175
Accrued expenses and obligations	1,099,579,571	985,482,038
Deferred income taxes	452,357,000	379,914,000
Financing obligations	14,851,049	14,911,824
Franchisees' deposits	10,251,160	9,864,876
Dividends payable	9,487,509	119,744
Income taxes payable	—	5,757,999
Total liabilities	$ 9,394,228,302	$ 9,026,743,494
Commitments and contingencies (Note 14)		
Stockholders' equity		
Common stock		
Voting shares of $.01 par value; 20,000,000 shares authorized; 110,806 shares in 2023 and 2022 issued and outstanding	1,108	1,108
Nonvoting shares of $.01 par value; 180,000,000 shares authorized; 70,545,501 shares issued and 56,162,573 shares outstanding in 2023 and 74,144,035 shares issued and 59,761,107 shares outstanding in 2022	705,455	741,440
Preferred stock, $.01 par value; 3,000,000 shares authorized; 2,733,225 shares issued and outstanding in 2023	27,332	—
Treasury stock, nonvoting shares at par value	(143,829)	(143,829)
Additional paid-in capital	537,173,257	1,488,718
Accumulated other comprehensive loss	(175,175,489)	(197,932,424)
Retained earnings	4,729,850,294	4,396,576,735
Total stockholders' equity	5,092,438,128	4,200,731,748
Total liabilities and stockholders' equity	$ 14,486,666,430	$ 13,227,475,242

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Comprehensive Earnings
Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Revenue and income			
Revenue and income from restaurants			
Franchise fees	$ 4,226,750,046	$ 3,571,607,329	$ 3,515,956,011
Rental income	1,511,525,247	1,331,359,932	1,193,220,121
Company-operated restaurant sales	319,407,253	310,400,266	197,116,691
Licensee fees	64,692,844	50,464,443	36,388,241
	6,122,375,390	5,263,831,970	4,942,681,064
Product sales	1,536,183,392	1,019,404,359	676,974,976
Other income	229,491,804	90,549,779	144,497,859
Total revenue and income	7,888,050,586	6,373,786,108	5,764,153,899
Costs and expenses			
Cost of sales, including cost of sales from company-operated restaurants	1,529,982,465	1,060,735,903	657,296,489
Selling, general, and administrative expenses	3,991,001,461	3,167,988,917	2,801,122,894
Depreciation and amortization	864,699,465	706,100,732	585,642,930
Interest	111,630,408	100,564,540	87,961,707
Total costs and expenses	6,497,313,799	5,035,390,092	4,132,024,020
Earnings before income taxes	1,390,736,787	1,338,396,016	1,632,129,879
Income taxes	332,742,126	349,661,712	393,225,108
Net earnings	1,057,994,661	988,734,304	1,238,904,771
Other comprehensive earnings (loss), before tax			
Pension plans	46,579,346	27,531,592	(40,125,157)
Postretirement medical plan	(15,764,846)	70,220,749	(19,632,610)
Foreign currency translation	2,904,702	(2,386,969)	(12,534)
Derivative financial instruments	(3,576,274)	12,044,348	6,322,420
Other comprehensive earnings (loss), before income taxes	30,142,928	107,409,720	(53,447,881)
Income taxes	(7,385,993)	(25,896,000)	12,561,000
Other comprehensive earnings (loss), net of income taxes	22,756,935	81,513,720	(40,886,881)
Comprehensive earnings	$ 1,080,751,596	$ 1,070,248,024	$ 1,198,017,890

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Stockholders' Equity
Years Ended December 31, 2023, 2022, and 2021

	Common Stock		Preferred Stock	Treasury Stock, at Par	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
	Voting	Nonvoting						
Balances at December 31, 2020	$ 1,108	$ 761,748	—	$ (143,829)	$ 1,488,874	$ (238,559,263)	$ 2,547,828,548	$ 2,311,377,186
Comprehensive (loss) earnings	—	—	——	—	—	(40,886,881)	1,238,904,771	1,198,017,890
Dividends	—	—		—	—	—	(120,586)	(120,586)
Purchase and retirement of 1,609,586 shares of treasury stock	—	(16,096)	—	—	(99)	—	(306,397,810)	(306,414,005)
Adoption of ASC 842	—	—	—	—	—	—	22,460,273	22,460,273
Balances at December 31, 2021	1,108	745,652	—	(143,829)	1,488,775	(279,446,144)	3,502,675,196	3,225,320,758
Comprehensive (loss) earnings	—	—	—	—	—	81,513,720	988,734,304	1,070,248,024
Dividends	—	—	—	—	—	—	(119,744)	(119,744)
Purchase and retirement of 421,136 shares of treasury stock	—	(4,212)	—	—	(57)	—	(94,713,063)	(94,717,332)
Other adjustments	—	—	—	—	—	—	42	42
Balances at December 31, 2022	1,108	741,440	—	(143,829)	1,488,718	(197,932,424)	4,396,576,735	4,200,731,748
Comprehensive earnings	—	—	—	—	—	22,756,935	1,057,994,661	1,080,751,596
Dividends	—	—	—	—	—	—	(18,862,470)	(18,862,470)
Purchase and retirement of 865,309 shares of treasury stock	—	(8,653)	—	—	—	—	(169,028,249)	(169,036,902)
Non-cash exchange of common stock for preferred stock[1]	—	(27,332)	27,332	—	535,684,539	—	(535,684,539)	—
Adoption of ASC 326[2]	—	—	—	—	—	—	(920,749)	(920,749)
Other adjustments	—	—	—	—	—	—	(225,095)	(225,095)
Balances at December 31, 2023	$ 1,108	$ 705,455	$ 27,332	$ (143,829)	$ 537,173,257	$ (175,175,489)	$ 4,729,850,294	$ 5,092,438,128

(1) Refer to Note 1 **Summary of Significant Accounting Policies** for further details.
(2) Accounting Standards Codification ("ASC") 326, "Financial Instruments – Credit Losses." Refer to Note 1 **Summary of Significant Accounting Policies** for further details.

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Cash Flows
Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Cash flows from operating activities			
Net earnings	$ 1,057,994,661	$ 988,734,304	$ 1,238,904,771
Adjustments to reconcile net earnings to net cash provided by operating activities			
Depreciation and amortization	864,699,465	706,100,732	585,642,930
Amortization of operating leases	127,965,101	124,274,339	123,281,121
Loss on disposal of property and equipment	79,148,723	61,702,582	39,763,188
Deferred income taxes	59,386,075	66,483,500	17,979,971
(Gain) loss on investments	(28,146,799)	77,904,532	(30,474,814)
Noncash interest expense	709,999	738,522	749,256
Changes in assets and liabilities			
Receivables	(6,038,525)	30,218,226	(98,836,492)
Inventories	(4,870,491)	(26,418,092)	(4,625,790)
Prepaid expenses and other assets	(37,838,348)	(95,088,403)	(51,492,518)
Accounts payable	68,675,581	52,325,330	284,036,253
Accrued expenses and obligations	146,975,894	54,919,165	160,680,142
Operating lease liabilities	(102,919,364)	(102,362,843)	(95,645,553)
Income taxes payable	(5,757,999)	(20,639,000)	31,158,316
Franchisee deposits	386,284	353,259	252,804
Net cash provided by operating activities	2,220,370,257	1,919,246,153	2,201,373,585
Cash flow from investing activities			
Purchase of property and equipment	(2,445,142,582)	(1,667,922,292)	(1,314,742,958)
Proceeds from sale of property and equipment	12,190,632	8,745,216	9,497,090
Premiums and investments made in Company-owned life insurance policies	(30,338,578)	(33,003,997)	(20,567,633)
Change in notes receivable	1,844,732	9,272,642	(12,072,596)
Contributions to investments	(61,026,963)	(51,498,138)	(36,154,182)
Proceeds from investments	37,928,000	7,487,068	3,691,609
Net cash used in investing activities	(2,484,544,759)	(1,726,919,501)	(1,370,348,670)
Cash flows from financing activities			
Principal payments on notes payable	(224,459,580)	(118,558,601)	(310,199,337)
Purchase of treasury stock	(169,036,902)	(94,717,332)	(306,414,005)
Principal payments on finance lease and financing obligations	(30,838,815)	(22,317,936)	(17,561,601)
Dividends paid	(9,494,705)	(120,586)	(123,805)
Proceeds from issuance of notes payable, net	—	—	299,737,433
Payment of notes payable issuance costs	—	—	(1,100,268)
Proceeds from sale-leaseback transactions	—	1,901,352	9,768,575
Net cash used in financing activities	(433,830,002)	(233,813,103)	(325,893,008)
Effect of exchange rate changes on cash and cash equivalents	1,124,602	(1,092,260)	(101,163)
Net (decrease) increase in cash and cash equivalents	(696,879,902)	(42,578,711)	505,030,744
Cash and cash equivalents			
Beginning of year	1,962,994,241	2,005,572,952	1,500,542,208
End of year	$ 1,266,114,339	$ 1,962,994,241	$ 2,005,572,952
Supplemental disclosures of cash flow information			
Cash paid during the year for:			
Income taxes	$ 276,929,750	$ 290,608,812	$ 360,457,488
Interest	125,184,639	107,627,016	93,864,210
Supplemental disclosure of noncash transactions financing and investing activities			
Change in unpaid acquisitions of property and equipment	$ 59,503,447	$ 49,086,852	$ 29,725,709
Change in unpaid hedge premiums	—	1,485,360	—
Dividends declared and not paid	9,487,509	119,744	120,586

The accompanying notes are an integral part of these consolidated financial statements.

1. Summary of Significant Accounting Policies

Nature of Business

Chick-fil-A, Inc. and subsidiaries (collectively referred to as "the Company", "we", and "our") provides consulting services and leases property, equipment, and leasehold improvements to franchisees of Chick-fil-A restaurants. The Company is primarily a franchisor, however during periods where a restaurant is without a franchisee, the Company operates the restaurant on a temporary basis as a company-operated location. Our franchised and company-operated restaurants are located in 48 states throughout the United States and District of Columbia.

As of December 31, 2023, the Company operates franchised locations outside of the United States, currently in Canada and Puerto Rico. The Company is actively exploring opportunities to continue franchised restaurant growth in Canada and Puerto Rico as well as opportunities to continue expansion into other international locations in the future.

At December 31, 2023, 2022, and 2021, there were 2,576, 2,429, and 2,325 franchised and company-operated Chick-fil-A restaurants, respectively. Total system-wide sales generated from these restaurants during the years ended 2023, 2022, and 2021 approximated $21,585,752,000, $18,814,024,000, and $16,673,679,000, respectively.

The Company also licenses our brand through strategic partnerships with contract food service management companies. There were 414, 395, and 392 outlets operating as of December 31, 2023, 2022, and 2021, respectively, the majority of which are located in airports and on college campuses. The Company's licensed operating outlets are located throughout the United States and District of Columbia.

Additionally, the Company operates distribution centers to provide restaurants with ingredients, packaging, and other supplies. The Company currently operates distribution centers throughout the United States and plans to continue expanding our distribution capabilities by opening additional distribution centers in the future.

The Company operates a production facility in Valencia, California to produce and package freshly squeezed and pasteurized lemon juice for sale and distribution to our restaurants. The production facility currently supplies lemon juice for Chick-fil-A restaurants chainwide.

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. ("U.S. GAAP"). The accompanying consolidated financial statements include the accounts of Chick-fil-A, Inc. and our wholly owned subsidiaries, and those subsidiaries in which we have a controlling financial interest. Investments in other entities where we do not have a controlling financial interest, but where we exert significant influence are accounted for in our consolidated financial statements using the equity method of accounting. See Note 11 for additional information regarding the Company's equity method investments. All intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company's operations.

Use of Estimates
The preparation of the financial statements in conformity with U.S. GAAP requires management of the Company to make a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Risks and Uncertainties
The Company's results of operations are impacted by certain risks and uncertainties, including general economic conditions which may either positively or negatively impact sales at our franchised and company-operated restaurant locations.

Recently Issued Accounting Guidance

Recently Adopted Accounting Pronouncements

Reference Rate Reform
In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. ASU 2020-04, combined with all subsequent amendments (collectively, ASC 848) provides optional expedients and exceptions to simplify the accounting for contracts, hedging relationships, and other transactions affected by reference rate reform that meet certain criteria. ASC 848 applies to contracts entered into prior to or existing on December 31, 2024 and allows for elections to be made at different points in time. The Company elected to adopt certain expedients made available by this ASU for both our amended Credit Facilities as well as our interest rate swap arrangements. Refer to Note 5 for additional details.

Pension Benefit Arrangements
The Company adopted ASU 2018-14, *Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715-20): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans* on January 1, 2022. ASU 2018-14 adds, removes and clarifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. Adoption of this ASU did not have a significant impact on the Company's disclosures.

Current Expected Credit Losses
The Company adopted ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments* and related clarifications and improvements (collectively, ASC 326) on January 1, 2023 using a modified retrospective approach. ASC 326 replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. Upon adoption of ASC 326 the Company recorded an increase to our allowance for credit losses of approximately $1,217,000 with a corresponding adjustment to retained earnings, which is recorded net of an approximately $296,000 deferred income tax impact. The cumulative-effect adjustment to retained earnings is reflected in the accompanying consolidated statement of stockholders' equity for the year ended December 31, 2023.

Recently Accounting Pronouncements Not Yet Adopted

Income Taxes
In December 2023, the FASB issued ASU No. 2023-09*, Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires that an entity, on an annual basis, disclose additional income tax information, primarily related to the rate reconciliation and income taxes paid disclosures. The amendment in the ASU is intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in this Update are effective for annual periods beginning after December 15, 2025. The Company is currently evaluating the impact of the new standard on our consolidated financial statements.

Recognition of Revenue and Income

Revenue and income are presented in the following categories: (1) Revenue and income from restaurants, (2) Product sales, and (3) Other income.

Recognition of Revenue and Income from Restaurants

Revenue and income from restaurants on the accompanying statements of comprehensive earnings consist of (1) fees earned from restaurant franchisees, less franchisee incentives and reimbursements, (2) rental income earned under leases of real estate and equipment to the Company's franchisees, (3) sales from company-operated restaurants and (4) fees earned from our licensee partner arrangements.

The Company's franchise agreement requires franchisees to pay an initial upfront fee as well as continuing rent and royalty payments. The Company's continuing royalties from franchisees are comprised of a base operating service fee and an additional operating service fee, collectively referred to as the "franchise fees". Domestically, the base operating service fee is calculated as 15% of franchised restaurant sales, less amounts charged to franchisees for equipment rentals and business services fees. For the years ending December 31, 2023, 2022, and 2021, the Company recorded total consolidated base operating service fees of approximately $3,047,244,000, $2,636,463,000, and $2,342,515,000, respectively. The additional operating service fee is calculated as 50% of the net profit of franchised restaurants, as defined by the franchise agreement. For the years ending December 31, 2023, 2022, and 2021, the Company recorded total consolidated additional operating service fees of approximately $1,179,506,000, $935,145,000, and $1,173,441,000, respectively. The franchise fees are charged to franchisees monthly and the Company recognizes revenue over time as underlying restaurant sales occur.

The Company offers various incentive programs to franchisees. The Company records the costs of certain franchisee incentives as reductions of franchise fee revenue in the period the incentives are earned. For the years ended December 31, 2023, 2022, and 2021, the Company recorded total franchisee incentives of $61,824,000, $35,968,000, and $94,377,000, respectively. For the year ended December 31, 2021, franchisee incentives included amounts awarded to certain qualifying franchisees through varying relief programs established in response to the negative impacts of COVID-19 on restaurant operations.

The Company either purchases and develops our free-standing restaurants or leases the real estate and/or retail space from third-party developers under long-term lease agreements. Domestically, the Company leases or subleases these properties to franchisees under month-to-month lease arrangements and payments due from franchisees are subject to a cap equal to 6% of restaurant sales. The Company additionally purchases or leases equipment and leases or

subleases to franchisees on a month-to-month basis. Both real estate and equipment rental payments are charged to franchisees monthly. Income earned under the Company's franchisee lease arrangements is recorded within Rental income on the accompanying consolidated statements of comprehensive earnings and is recognized in accordance with ASC 842, *Leases*. See Note 10 for additional information.

Additionally, the Company incurs property tax charges associated with our restaurant real estate and equipment and passes such charges to franchisees for reimbursement. The Company presents property tax expenses and the associated franchisee reimbursements gross on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2023, 2022, and 2021, the Company recognized property tax income of approximately $95,000,000, $85,402,000, and $77,507,000, respectively, within Rental income on the consolidated statements of comprehensive earnings.

All restaurants temporarily without a franchisee are considered company-operated restaurants. Sales and expenses relating to company-operated restaurants are reflected in the accompanying consolidated statements of comprehensive earnings for the period operated. Revenue is recognized at the point-of-sale net of sales-related taxes.

Royalties earned from the Company's brand license arrangements are calculated based on a percentage of licensed restaurant sales and the Company recognizes revenue over time as the underlying sales occur.

Recognition of Product Sales

Product sales on the accompanying consolidated statements of comprehensive earnings consist of sales of the Company's proprietary products and sales earned through the Company's distribution and lemon juice production operations.

The Company earns revenue from the sale of certain proprietary products to our distribution partners under third-party supply arrangements. The Company recognizes revenue from the sales of our proprietary products at the point in time our customers control the products pursuant to the terms of the respective contractual agreement.

For our proprietary product arrangements, the Company follows the principal-agent model under ASC 606, which provides a control-based model for determining whether an entity acts as a principal or an agent to a transaction. An entity is deemed the principal in a transaction if it obtains control of the specified goods or services before they are transferred to the customer. An entity is deemed an agent if it does not control the specified goods or services before they are transferred to the customer. The Company records income and associated costs gross on the consolidated statements of comprehensive earnings in arrangements where we were deemed to be the principal. If deemed agent to the transaction, the Company records income net of the associated costs on the consolidated statements of comprehensive earnings.

Additionally, the Company generates revenue from our distribution and lemon juice production operations. For our distribution operations, the Company generates revenue through the sale of goods to our restaurant franchisees and licensees, and revenue is recognized at the point in time that control of the underlying goods transfers pursuant to our respective supply agreements. As of December 31, 2023, 2022 and 2021, our distributions centers provided services to 556, 410, and 230 restaurant locations, respectively. Our lemon juice operations generate revenue primarily through the sale of lemon juice for distribution to our restaurant franchisees and licensees.

Revenue is recognized at the point in time when control of the purchased goods transfers to the customer pursuant to the terms of the respective agreements. For the years ended December 31, 2023, 2022 and 2021 the Company recognized revenues related to our distribution and lemon juice production operations of approximately $1,239,917,000, $768,969,000, and $491,863,000, respectively.

Recognition of Other Income

Other income on the accompanying consolidated statements of comprehensive earnings is primarily comprised of (1) gift card program revenues, (2) advertising revenues and (3) investment and interest income.

The Company sells gift cards domestically through our franchisees, certain select retailers, and our website. Gift cards are redeemable in our franchised and company-operated restaurant locations. The Company manages the gift card program and collects all funds from the activation of gift cards and reimburses franchisees for the fulfillment of gift cards redeemed in their restaurants. The Company acts as an agent in this relationship and records proceeds from gift card sales net of the associated reimbursements to franchisees following gift card redemption. A contract liability for unredeemed gift cards is included in Trade payables and other in the accompanying consolidated balance sheets for all periods presented. There are no expiration dates on the outstanding, unredeemed gift card balances. While outstanding gift card balances do not expire, the likelihood of redemption may be determined to be remote for certain cards due to long periods of inactivity. The Company recognizes gift card breakage revenue over time in proportion to the pattern of gift card redemptions exercised by our customers.

Refer to the table below for a rollforward of the Company's contract liability balance associated with unredeemed gift cards for the years ended December 31, 2023 and 2022.

	Contract Liability
Balance at December 31, 2021	$ 216,897,012
Gift card activation proceeds, net of redemptions	44,820,238
Less: Breakage revenue recognized	(14,887,738)
Balance at December 31, 2022	246,829,512
Gift card activation proceeds, net of redemptions	45,541,219
Less: Breakage revenue recognized	(16,111,459)
Balance at December 31, 2023	$ 276,259,272

The Company provides franchisees national advertising services through our third-party advertising agency arrangements. These advertising activities primarily include national television, digital, radio and campaign social media advertisements. In certain cases, franchisees may elect to contribute to a fund to participate in certain additional national media activities to be fulfilled by the Company. Proceeds from franchisee contributions are retained by the Company to fund such national advertising costs as they become due and payable. The Company recognizes advertising expenses and the related franchisee contributions for certain national advertising services gross on our consolidated statements of comprehensive earnings. Advertising revenues are recognized over time as the advertising services are delivered to franchisees. For the years ended December 31, 2023, 2022 and 2021, the Company recorded advertising revenues of approximately $41,804,000, $39,382,000, and $33,387,000, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings. The contract liability related to the Company's franchisee advertising services is reflected in Restaurant activity liability on the

accompanying consolidated balance sheets and was approximately $15,859,000 and $16,159,000 as of December 31, 2023 and 2022, respectively.

Additionally, Other income on the accompanying consolidated statements of comprehensive earnings includes gains and/or losses earned on certain investments administered through a Rabbi Trust, interest income on the Company's short-term investments, and other miscellaneous income/loss not subject to ASC 606. For the years ended December 31, 2023, 2022 and 2021, the Company recorded net income/(losses) of approximately $111,101,000, ($18,788,000), and $50,060,000, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings, which represents amounts that are not subject to the scope of ASC 606.

Pension, Postretirement, and Postemployment Benefits Plans
The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of Accumulated other comprehensive loss in stockholders' equity. See Note 6 for additional information.

Cash and Cash Equivalents
Cash and cash equivalents consist of cash on hand and all liquid investments purchased with a remaining maturity of 90 days or less at the date of acquisition. Investments with maturities greater than 90 days following date of acquisition are recorded within Investments on the accompanying balance sheets. Cash equivalents as of December 31, 2023 and 2022 consist of cash deposits, money market funds, and US Treasury bills. The cost of these investments approximates their fair value. The Company's cash balance is held with several different financial institutions, for which the related cash balances may exceed amounts federally insured during the year. The Company has not experienced any losses in such accounts, and management believes that the Company mitigates its risk by utilizing major financial institutions.

The Company has reclassified checks issued but not yet presented for payment as Trade payable and other in the accompanying consolidated balance sheets. Outstanding checks totaled approximately $63,939,000 and $80,479,000 at December 31, 2023 and 2022, respectively.

Inventories
Inventories are stated at the lower of cost and net realizable value. Cost is determined on either a weighted-average cost or standard cost basis. Our inventories consist primarily of ingredients, packaging, and other supplies for sale to our restaurant franchisees. For our lemon juice production operations, the Company's inventory consists of both raw materials, which includes primarily lemons, and finished goods, which includes lemon juice and other lemon byproducts.

Property and Equipment
Property and equipment are stated at cost. Cost includes all direct costs necessary to acquire and prepare assets for use, including internal labor. Expenditures for significant improvements are capitalized while expenditures for minor replacements, maintenance and repairs are expensed as incurred. Interest is capitalized on borrowings during the active construction period of qualifying capital assets. Capitalized interest is added to the cost of the asset and depreciated over the estimated useful lives of the assets. Depreciation expense of property and equipment is calculated

by using the straight-line method over the estimated useful lives of the assets. Leasehold improvement assets are amortized over the shorter of the related lease life or their estimated useful lives.

Estimated useful lives of property and equipment are as follows:

	Estimated Useful Lives
Corporate property and equipment:	
Buildings and leasehold improvements	10-40 years
Furniture, fixtures, and equipment	3-20 years
Transportation	4-10 years
Computer hardware and software	3 or 5 years
Restaurant property and equipment:	
Buildings and leasehold improvements	10-20 years
Furniture, fixtures, and equipment	3-10 years

The Company records right-of-use assets associated with our commenced lease agreements within Property and equipment on the accompanying consolidated balances sheet. Refer to the "Leases" discussion below for the Company's policy related to the accounting for our right-of-use lease assets.

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 10.

Lessee Accounting

We classify leases as either operating or finance leases at the lease commencement date, which is the date we take control of the underlying leased asset. The Company's real estate lease agreements often contain tenant improvement allowances, rent holidays, rent escalation clauses and/or contingent rent provisions. We have lease agreements with lease and non-lease components, which are accounted for together as a single lease component for all underlying classes of assets with the exception of restaurant IT equipment and the Company's restaurant real estate leases where we are 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. We do not record leases with an initial term of 12 months or less on our consolidated balance sheets but continue 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. We cannot determine the interest rate implicit in each of our leases. Therefore, the Company uses an incremental borrowing rate to calculate the lease liability that reflects the rate of interest we expect to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. We consider a combination of factors, including our credit-adjusted interest rate, the lease term, and the effect of adjusting the rate to reflect consideration of collateral. Our credit adjusted borrowing rate takes into consideration interest rates we pay on our unsecured long-term notes as well as other relevant market factors.

The right-of-use asset balance is measured at the initial amount of the lease liability adjusted for lease payments made at or before lease commencement, initial direct costs and any tenant improvement allowances received. For operating leases, we recognize expense on a straight-line basis over the lease term within Selling, general and administrative expenses on the consolidated statements of comprehensive earnings. 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 comprehensive earnings. Interest expense on each finance lease liability is recognized utilizing the effective interest method and is recorded within Interest on the accompanying consolidated statements of comprehensive earnings.

For several of our real estate leases, the Company is involved in the development and construction of our leased assets. For such leases, we do not control the construction period asset in accordance with ASC 842 and are therefore required to determine whether our construction period costs represent costs to use the lessor's asset or represent costs related to the Company's own assets. Construction costs associated with the right to use the lessor's asset are recorded initially to prepaid rent during the construction period and are subsequently measured as part of the right-of-use lease asset upon lease commencement. Construction costs associated with the Company's own assets are recorded initially as construction in progress and are subsequently recorded as leasehold improvements upon lease commencement.

Lessor Accounting
As described in the Revenue and Income section above, the Company serves as a lessor/sublessor primarily to our restaurant franchisees for the lease of restaurant real estate and restaurant equipment. Our franchisee lease agreements are month-to-month and are therefore treated as a short-term lease under ASC 842 and no asset or liability is recognized on the accompanying statements of financial position. Rental and subrental income are recorded within Rental income in our consolidated statements of comprehensive earnings and are recognized as amounts are earned and charged to franchisees each month.

Employee Incentive Compensation and Accrued Compensated Absences
The Company maintains an employee incentive compensation plan for all full-time employees. Incentive compensation for participating employees is calculated based on a portion of the revenue received from restaurants.

The Company also has in place an accrued compensated absence policy under which employees accrue compensated absence time as services are rendered throughout the year. Under this policy, employees are permitted to carry a certain number of accrued and unused hours into the subsequent year. The Company records a liability for accrued but unused compensated absence time based on individual compensation rates in effect during the year, inclusive of incentive compensation if applicable and estimable. The liability for accrued compensated absences was approximately $83,379,000 and $68,461,000 as of December 31, 2023 and 2022, respectively, and is recorded within Accrued expenses and obligations on the accompanying consolidated balance sheets.

Impairment or Disposal of Long-Lived Assets
In accordance with ASC 360 *Property, Plant, and Equipment*, long-lived assets held and used in operations are required to be assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be

recoverable. Recoverability of assets held and used in operations is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated over the remaining life of the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds its fair value. Impairment charges recorded for assets held and used in operations were immaterial for all periods presented in these consolidated financial statements.

Long-lived assets meeting the criteria to be reported as held for sale in accordance with ASC 360 are reported at the lower of their carrying amount or fair value less costs to sell and are no longer depreciated. As of December 31, 2023 and 2022, assets classified as held-for-sale are not material to the consolidated financial statements.

Advertising
The Company expenses advertising costs as incurred. Total advertising expenses were approximately $209,792,000, $180,807,000, and $155,967,000 for the years ended December 31, 2023, 2022, and 2021 respectively, and is recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2023, 2022, and 2021, total reported advertising expense includes approximately $41,804,000, $39,382,000, and $33,387,000 in certain franchisee reimbursed national advertising costs. Refer to the Recognition of Revenue and Income section above for additional details.

The Company receives vendor rebates that we either pass along to our restaurant franchisees or utilize to fund certain, specified advertising expenses. The Company reflects such rebates on a net basis in the accompanying consolidated statements of comprehensive earnings for all periods presented.

Income Taxes
The Company files a consolidated federal income tax return.

The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income Taxes*, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that position is more likely than not of being sustained on audit, based on the technical merits of the position.

The Company accounts for income taxes using an asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Changes in tax rates and tax laws are accounted for in the period of enactment. The Company has elected to reclassify any tax effects stranded in accumulated other comprehensive income as a result of a change in income tax rates to retained earnings.

Treasury Stock
The Company accounts for share repurchases using the par value method under which the repurchase price is charged to additional paid-in capital up to the amount of the original issue proceeds of the repurchased shares. When the repurchase price is greater than the original issue proceeds, the excess is charged to retained earnings. Repurchased shares that are not subsequently retired are recorded on the accompanying consolidated balance sheets as Treasury stock at their par value. As of December 31, 2023 and 2022, the Company held 14,382,928 non-voting common shares as treasury stock.

Preferred Stock
During 2023, the Company issued 2,733,225 shares of $0.01 par value, Series A preferred stock in a one-for-one exchange for the Company's $0.01 par value non-voting common stock. Immediately following the exchange transaction, the Company retired the redeemed non-voting common shares. The Series A preferred stock is non-voting, non-convertible and non-redeemable by the holder and has a stated liquidation preference of $196 per share. The Company recorded the preferred stock at fair value on the issuance date with the difference between the fair value and par value reflected in Additional paid-in capital on the accompanying consolidated balance sheets. Each share of Series A preferred stock entitles the holder to a 7.0% annual cumulative dividend, payable quarterly on the preferred stock's stated liquidation preference. As of December 31, 2023, the Company had declared but unpaid dividends on our outstanding Series A preferred stock of approximately $9,375,000, which is recorded within Dividends payable on the accompanying consolidated balance sheets.

Company-Owned Life Insurance
Company-owned life insurance represents insurance on the lives of certain individuals who have provided positive consent allowing the Company to be the beneficiary of such policies. The Company is the primary beneficiary of the insurance policies and incurs recurring premium payments to keep the policies active. Increases in the cash surrender value of the policies are recorded as reductions of the related cost of the insurance policies, and such costs are recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. Company-owned life insurance is recorded on the consolidated balance sheets at the cash surrender value of the policies which materially approximates fair value.

Self-Insurance
Beginning in 2023, the Company is primarily self-insured for certain employee-related welfare benefits. Self-insurance accruals are primarily based on the actuarially estimated cost of claims, which includes historical claims experience, demographic factors, severity factors and other relevant information. Costs are recognized in the period the claim is incurred, and the financial statement accruals include an estimate of claims incurred but not yet reported. The Company has stop-loss coverage to limit our exposure to any significant exposure on a per claim basis. The Company presents the accruals related to our self-insurance net of expected stop-loss recoveries when conditions for offsetting pursuant to ASC 210, *Balance Sheet* are met. Where the conditions for offsetting under ASC 210 are not met, the Company presents the self-insurance accruals separate from the related stop-loss receivables.

Derivatives and Financial Instruments
The carrying amount of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to

unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

For all periods presented, the recorded carrying amounts of cash and cash equivalents, receivables, accounts payable and accrued expenses and obligations approximate fair value due to the short-term nature of these instruments.

Investments are recorded at fair value in accordance with the fair value hierarchy above. The Company determines the classification within the hierarchy based on the lowest level input that is significant to the fair value measurement.

A significant portion of the Company's pension and postretirement benefit plan assets have been measured at fair value using net asset value ("NAV") as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Refer to Note 6 for additional details.

The Company records derivative financial instruments on the balance sheet at their respective fair values. The Company accounts for derivative financial instruments in accordance with ASC 815, *Derivatives and Hedging,* which allows all changes in fair value of highly effective cash flow hedges to be recorded in other comprehensive earnings (loss). Additionally, ASC 815 allows for ongoing qualitative considerations of hedge effectiveness, provided certain conditions are met.

During 2023, the Company unwound our LIBOR benchmarked interest rate swap contracts that were previously designated as cash flow hedges under ASC 815. Prior to unwinding, these hedges were deemed to be highly effective in offsetting changes in our future expected cash flows under our floating interest rate, LIBOR benchmarked debt. Changes to the fair value were recorded through accumulated other comprehensive income and reclassified into interest expense in the same period in which the hedged transaction is recognized in earnings. Refer to Note 5 for additional detail on the unwind of the Company's interest rate swap contracts.

The Company also enters into other derivative arrangements, primarily options and swap contracts, as a way to hedge our exposure to fluctuations in certain commodity prices. The Company elects to treat these derivative instruments as economic hedges and does not apply the hedge accounting provisions of ASC 815. As a result, the Company records each derivative instrument on the balance sheet at its fair value with the entire change in fair value reported in earnings each reporting period. For certain commodity derivatives, we incur premiums to our counterparties upon execution of the derivative contract. Such premiums are recorded on the balance sheet and are subsequently measured at fair value with subsequent changes in fair value reflected in earnings. As of December 2023 and 2022, the Company recorded a derivative (liability)/asset of approximately ($2,882,000) and $17,933,000, respectively, within Prepaid expenses and other

assets on the accompanying consolidated balances sheets. Total (losses)/income recorded on our commodity derivative instruments was approximately ($10,825,000), $13,903,000, and $642,000 for the years ended December 31, 2023, 2022, and 2021, respectively, and is recorded within Other income on the accompanying consolidated statements of comprehensive earnings.

2. Due to Restaurant Franchisees

The balance due to restaurant franchisees reflects the net result primarily of the following activities: cash deposits and credit card settlements made into the Company's bank account; disbursements made by franchisees that have been presented for payment; other unpaid obligations of the restaurants, the largest of which is franchisee profits from restaurant operations; and expenses paid by the Company on behalf of the franchisees.

3. Restaurant Activity Liability

Restaurant activity liability is comprised of amounts payable to third parties (not franchisees) that originated in the restaurants. Amounts due to restaurant vendors and tax authorities are included here, along with accruals funded by restaurant markets for market or chain-wide purchases of products and services at the discretion of franchisee representatives.

4. Accrued Expenses and Obligations

Accrued expenses and obligations as of December 31, 2023 and 2022 consisted of the following:

	As of December 31,	
	2023	2022
Salaries, incentives and deferred compensation	$ 570,327,732	$ 489,631,200
Pension and post-retirement benefit obligations	401,739,594	382,950,476
Other	127,512,245	112,900,362
Total	$ 1,099,579,571	$ 985,482,038

5. Notes Payable and Interest Rate Swaps

Credit Facilities
On September 24, 2021, the Company refinanced and replaced our existing credit facilities ("2018 Credit Facilities") and entered into a new credit agreement ("2021 Credit Facilities") with a syndicate of lenders, with Wells Fargo Bank N.A. serving as administrative agent, swingline lender and issuing lender. The 2021 Credit Facilities provide for a $200,000,000 term loan ("Term Loan") and a revolving credit facility ("Revolving Facility") with a maximum commitment of $800,000,000. Upon closing of the 2021 Credit Facilities, the Company drew $100,000,000 on our available Revolving Facility. The proceeds from the 2021 Credit Facilities were used, in part, to pay off the outstanding principal balance of $187,500,000 and accrued interest under the 2018 Credit Facilities and to pay related financing fees and expenses in connection with the 2021 Credit Facilities. The refinance and replacement of our 2018 Credit Facilities qualified as a debt modification pursuant to ASC 470 and as such, no gain or loss has been recognized on the transaction.

In October 2020, the Company amended and restated our 2018 Credit Facilities to add fallback language specifying how a replacement interest rate will be determined following the phase out of LIBOR as a result of reference rate reform. The Company adopted the expedients available in ASC 848 to account for the modification of our 2018 Credit Facilities.

In May 2023, the Company amended our 2021 Credit Facilities to replace 1-month LIBOR as the referenced benchmark interest rate with the Secured Overnight Financing Rate CME Term Option 1 Month ("1-month Term SOFR"). All other terms and conditions under our 2021 Credit Facilities, including applicable credit margins, loan maturity dates, and restrictive covenants were not revised as a result of this amendment. The Company again elected to apply the available expedients under ASC 848 to account for the Credit Facilities amendment as a modification. The Company did not recognize gain or loss in connection with the amendment. Lender and third-party fees incurred as result of the amendment were not material.

The Term Loan matures on September 24, 2026. Principal payments on the Term Loan commenced September 30, 2023 and are payable quarterly thereafter at scheduled amounts, with the remaining unpaid balance due at maturity. Following the 2021 Credit Facilities amendment in May 2023, the Term Loan bears interest at the floating 1-month Term SOFR plus a margin ranging between 0.800% and 1.000%. Interest payments on the Term Loan are due and payable at the end of each calendar month.

The Revolving Facility matures on September 24, 2026 and provides for borrowings up to a maximum commitment of $800,000,000. Following the 2021 Credit Facilities amendment in May 2023, the Revolving Facility bears interest at floating 1-month SOFR plus a margin between 0.875% and 1.125%. Interest payments on the Revolving Facility are due and payable at the end of each calendar month. During 2022, the Company repaid the outstanding $100,000,000 balance under the Revolving Facility, which is reflected within the accompanying statements of cash flows for the year ended December 31, 2022. The Company did not draw on our available Revolving Facility during 2023.

The 2021 Credit Facilities contain certain restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the 2021 Credit Facilities include a financial covenant relating to the Company's consolidated leverage ratio. As of December 31, 2023, the Company was in compliance with all restrictive covenants.

Related Party Note

In November 2018, the Company repurchased shares of our non-voting common stock from a related party through the issuance of a note payable ("Related Party Note" or "Note") and initial payment of approximately $35,238,000. The Related Party Note has a face amount of approximately $750,070,000, bears interest at a fixed annual rate of 4.75% and has a term of 25 years, maturing on November 30, 2043. The Related Party Note requires the Company to pledge the repurchased non-voting common shares to the related party as collateral for the Note. The Company is required to hold the repurchased shares as treasury stock until the Note is fully repaid. The Related Party Note requires compliance with certain nonfinancial covenants and as of December 31, 2023, the Company is in compliance with all such covenants.

Senior Notes

In October 2020, the Company entered into a Note Purchase Agreement and sold to certain purchasers $1,700,000,000 in aggregate principal amount of senior notes (collectively "Senior Notes"), the proceeds of which were used to finance the repurchase of certain of the Company's outstanding, non-voting common shares. The Senior Notes mature in tranches with maturity dates ranging from October 2023 to October 2030. The Senior Notes bear interest at fixed interest rates ranging between 1.48% and 2.09%, with interest payments due semiannually in April and October each year. The Senior Notes may be prepaid at any time subject to a make-whole premium, as defined in the Note Purchase Agreement. The Note Purchase Agreement contains certain

restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the Note Purchase Agreement includes a financial covenant relating to the Company's consolidated leverage ratio. As of December 31, 2023, the Company was in compliance with all debt covenants.

Interest Rate Swaps
In June 2018, the Company entered into two, $50,000,000 notional amount interest rate swap contracts: one 7-year interest rate swap with a June 2025 termination date and one 10-year interest rate swap with a June 2028 termination date. The interest rate swaps were used to effectively fix the interest rate on a portion of our floating-rate Credit Facilities, including forecasted future issuances. Under the two swap contracts, the Company paid interest at a weighted average annual rate of 2.92% and received interest at the prevailing 1-month LIBOR rate. The Company designated the swaps as cash flow hedges, and both were deemed to be highly effective in offsetting changes in our future expected cash flows due to the fluctuation in the 1-month LIBOR rate through termination.

For the years ended December 31, 2022, and 2021, the Company reported income/(loss) in Other comprehensive earnings (loss) of approximately $12,044,000, and 6,322,000, respectively, as a result of recording the swaps at their determined fair values. As of December 31, 2022, the Company reported a hedge asset related to our interest rate swaps of approximately 3,576,000.

In May 2023, in connection with the amendment to our 2021 Credit Facilities to transition from LIBOR to 1-month Term SOFR, the Company elected to unwind our two interest rate swap contracts in exchange for the receipt of a $3,500,000 swap unwind fee. In accordance with ASC 815, the Company derecognized the related hedge assets as of the unwind date and reclassified all amounts previously recorded in accumulated other comprehensive income to interest expense. Transaction fees incurred related to the unwind of our two interest rate swaps were not material.

The following tables reflect the Company's outstanding notes payable as of December 31, 2023 and 2022:

	As of December 31, 2023			
	Weighted Average Interest Rate	Outstanding	Unamortized Deferred Issuance Costs	Carrying Amount
Senior Notes	1.86%	$ 1,500,000,000	$ 2,158,746	$ 1,497,841,254
Related Party Note	4.75%	660,126,120	—	660,126,120
Term Loan	6.01%	195,000,000	212,292	194,787,708
Total		$ 2,355,126,120	$ 2,371,038	$ 2,352,755,082

	As of December 31, 2022			
	Weighted Average Interest Rate	Outstanding	Unamortized Deferred Issuance Costs	Carrying Amount
Senior Notes	1.85%	$ 1,700,000,000	$ 2,790,999	$ 1,697,209,001
Related Party Note	4.75%	679,585,700	—	679,585,700
Term Loan	2.58%	200,000,000	290,039	199,709,961
Revolving Facility	2.19%	—	—	—
Total		$ 2,579,585,700	$ 3,081,038	$ 2,576,504,662

The following table summarizes the principal amounts due under our outstanding notes payable as of December 31, 2023:

Year	Total
2024	$ 30,401,705
2025	236,394,757
2026	392,433,426
2027	223,522,519
2028	224,661,894
Thereafter	1,247,711,819
Total notes payable outstanding	2,355,126,120
Unamortized deferred issuance costs	2,371,038
Carrying amount of notes payable	$ 2,352,755,082

6. Employee Benefit Plans

The Company has a qualified contributory profit sharing plan covering substantially all employees. The Company matches dollar-for-dollar up to 5% of eligible compensation contributed by each employee. The Company recorded contribution expense of approximately $37,637,000, $28,377,000, and $23,867,000 during the years ended December 31, 2023, 2022 and 2021, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings.

The Company also has a qualified defined benefit pension plan covering certain eligible employees. The plan provides a defined benefit based on years of service and highest average compensation during a five-year period. The plan includes an early retirement provision which provides an unreduced benefit to participants retiring after reaching age 55 and 20 years of service. As of December 31, 2023 and 2022, the qualified defined benefit plan had an underfunded balance of approximately $117,050,000 and $119,389,000, respectively, reflected within Accrued expenses and obligations on the accompanying consolidated balance sheets. During 2023, 2022, and 2021 the Company made total funding payments of approximately $31,360,000, $43,097,000, and $30,700,000 respectively.

The Company additionally provides an unfunded, nonqualified, deferred compensation plan (“EDC plan”) for a select group of employees earning amounts in excess of that allowed for tax-deductible funding under existing Internal Revenue Service regulations. The EDC plan includes a supplemental benefit which is offered to supplement the qualified, defined benefit pension plan. Benefits under this nonqualified arrangement are consistent with those offered under the defined benefit pension plan. The Company recognized compensation expense in connection with the EDC plan of approximately $6,519,000, $8,676,000, and $10,527,000 for the years ended December 31, 2023, 2022 and 2021, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings. Amounts accrued under the EDC plan totaled approximately $51,156,000 and $76,899,000 at December 31, 2023 and 2022, respectively, reflected within Accrued expenses and obligations in the accompanying consolidated balance sheets.

The EDC plan also includes a defined contribution benefit that allows employees the option of making voluntary contributions of between 5% and 15% of their annual salary (in excess of IRS maximum compensation income limits) to the plan to which the Company matches the employees’ contributions dollar-for-dollar up to 5%. Contributions made to the plan are invested and administered through a Rabbi Trust. The trust cannot be revoked by the Company; however, the assets are subject to claims of general creditors. Amounts accrued under this plan were approximately $398,260,000 and $334,570,000 as of December 31, 2023 and 2022, respectively, and are included in Accrued expenses and obligations in the accompanying consolidated balance sheets. Plan assets invested through the Rabbi Trust consist primarily of equity (mutual funds) and

fixed income securities, materially all of which qualify as Level 1 assets within the fair value hierarchy. All securities invested through the Rabbi Trust are classified as trading securities and have been reflected at their fair market value in Investments on the accompanying consolidated balance sheets as of December 31, 2023 and 2022. Income/(loss) recognized on investments held under the Rabbi Trust were approximately $57,590,000, ($59,660,000), and $46,622,000 for the years ended December 31, 2023, 2022, and 2021, respectively, and are included within Other income on the accompanying consolidated statements of comprehensive earnings.

Certain members of senior management are participants in a supplemental executive retirement plan ("SERP") provided by the Company. Participants vest in the SERP upon remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP agreement and are in the form of a monthly payment upon retirement and a death benefit payable to a beneficiary designated by each participant. This plan is closed to new entrants. The Company recognized compensation expense of approximately $954,000, $1,157,000, and $1,223,000 for the years ended December 31, 2023, 2022 and 2021, respectively, in connection with the SERP. Amounts accrued under the SERP totaled approximately $20,010,000 and $18,333,000 at December 31, 2023 and 2022, respectively, and are recorded as salaries, incentives, and deferred compensation within Accrued expenses and obligations in the accompanying consolidated balance sheets.

Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service or those hired at Director level and above (Senior Director level and above if hired on or after January 1, 2023) who retire with 10 years of continuous full-time service may participate and may cover eligible dependents. There is no premium contributed by the participants. The Company recognized compensation expense in connection with the postretirement health care plan of approximately $34,052,000, $34,745,000, and $26,362,000 for the years ended December 31, 2023, 2022, and 2021, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings. Amounts accrued under the postretirement health care plan totaled approximately $233,533,000 and $186,662,000 at December 31, 2023 and 2022, respectively, and are included within Accrued expenses and obligations in the accompanying consolidated balance sheets.

In 2023, the Company offered a voluntary early retirement option to certain participants of the qualified defined benefit and EDC plans. Pursuant to ASC 715, settlement accounting was triggered for the EDC plan, which resulted in an interim remeasurement as of July 31, 2023. A subsequent remeasurement was performed as of December 31, 2023 for a lump sum payment received by one participant in December 2023. As a result of the settlements, the Company recognized a settlement loss of approximately $1,470,000 in 2023 which is reflected as a component of total pension expense.

The early retirement option further provided all electing employees company-paid postretirement health benefits, including for those not otherwise eligible under the Plan's standard eligibility provisions. These additional benefits granted to employees not otherwise eligible are deemed special termination benefits under ASC 715, which requires the recognition of an expense in the period the employees irrevocably accept the offer and the benefit is reasonably estimable. The Company recognized one-time special termination benefit expenses related to the postretirement healthcare plans of approximately $2,449,000 in 2023.

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets at December 31, 2023 and 2022, respectively.

	Pension Plans		Postretirement Medical Plan	
	2023	2022	2023	2022
Change in benefit obligations				
Benefit obligation at end of prior year	$ 566,888,274	$ 696,600,637	$ 186,662,090	$ 223,665,002
Service cost	55,110,445	66,571,843	20,712,628	25,825,348
Interest cost	28,673,068	22,412,336	10,197,056	7,063,298
Plan participants' contribution	—	—	94,400	107,217
Actuarial (gain)/loss [1]	(11,273,474)	(245,342,033)	16,458,374	(77,089,973)
Plan amendments / new entrants [2]	910,491	43,905,923	—	8,717,090
Settlement/curtailment	(16,823,602)	—	—	—
Benefits paid	(31,775,559)	(17,260,432)	(3,142,568)	(1,713,088)
Other adjustments	(10,286,433)		2,448,882	
Retiree drug subsidy received	—	—	101,925	87,196
Benefit obligation at December 31	$ 581,423,210	$ 566,888,274	$ 233,532,787	$ 186,662,090
Change in plan assets				
Fair value of plan assets at end of prior year	$ 352,266,639	478,792,554	$ —	$ —
Actual return on plan assets	38,427,269	(156,438,537)	—	—
Employer contributions	51,111,506	47,173,054	2,946,243	1,518,675
Plan participants' contributions	—	—	94,400	107,217
Benefits paid	(48,599,161)	(17,260,432)	(3,142,568)	(1,713,088)
Retiree drug subsidy received	—	—	101,925	87,196
Fair value of plan assets at December 31	393,206,253	352,266,639	—	—
Funded status	$ (188,216,957)	$ (214,621,635)	$ (233,532,787)	$ (186,662,090)
Accumulated benefit obligation end of year	$ 411,086,684	$ 408,741,446	N/A	N/A

(1) The actuarial gain for the year ended December 31, 2022 was primarily due to an increase in the discount rates for all plans from 2021 to 2022.

(2) Plan amendment/new entrants amounts for the year ended December 31, 2022 primarily relate to the plan amendment discussed in the section above.

	Pension Plans			Postretirement Medical Plan		
	2023	2022	2021	2023	2022	2021
Amounts recognized in accumulated other comprehensive loss consists of						
Prior service (credit)/cost	$ 30,331,405	$ 41,529,646	$ (1,343,261)	$ 9,098,960	$ 9,792,488	$ 1,448,209
Net actuarial loss/(gain)	188,196,369	223,577,473	293,981,972	5,033,026	(11,425,348)	67,139,680
Total (before tax effect)	$ 218,527,774	$ 265,107,119	$ 292,638,711	$ 14,131,986	$ (1,632,860)	$ 68,587,889
Components of net periodic benefit cost						
Service cost	$ 55,110,445	$ 66,571,843	$ 57,418,428	$ 20,712,628	$ 25,825,348	$ 19,594,801
Interest cost	28,673,068	22,412,336	14,423,452	10,197,056	7,063,298	5,068,980
Expected return on plan assets	(24,513,826)	(30,618,807)	(30,055,601)	—	—	—
Amortization of prior service cost/(credit)	1,650,888	1,033,016	(133,409)	693,528	372,811	212,452
Amortization of net actuarial loss	9,599,437	12,119,810	15,206,261	—	1,475,055	1,485,832
Net periodic benefit cost	$ 70,520,012	$ 71,518,198	$ 56,859,131	$ 31,603,212	$ 34,736,512	$ 26,362,065
Settlement loss/(gain)	1,470,392	—	—	—	—	—
Other adjustments	(704,230)	—	—	2,448,882	—	—
Total (income)/expense	$ 71,286,174	$ 71,518,198	$ 56,859,131	$ 34,052,094	$ 34,736,512	$ 26,362,065

	Pension Plans			Postretirement Medical Plans		
	2023	**2022**	**2021**	**2023**	**2022**	**2021**
Weighted average assumptions used to determine benefit obligations as of December 31						
Discount rate at end of year	5.06%	5.33%	2.84%	5.24%	5.32%	2.97%
Rate of compensation increase	Varies	Varies	Varies	N/A	N/A	N/A
Heath care cost trend initial rate[1]	N/A	N/A	N/A	6.50%/4.50% 9.00%/3.50%/ 3.00%	7.50%/4.50% 7.50%/7.50%/ 3.00%	6.15%/4.50%/ 7.00%/7.00%/ 3.00%
Ultimate heath care cost trend rate	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate reached	N/A	N/A	N/A	2030	2030	2029
Weighted average assumptions used to determine net periodic benefit cost for year ended December 31						
Discount rate at beginning of year [2]	5.33%	2.84%	2.41%	5.32%	2.97%	2.78%
Expected return on plan assets	7.00%	7.00%	7.00%	N/A	N/A	N/A
Rate of compensation increase	Varies	Varies	Varies	N/A	N/A	N/A
Initial health care cost trend rate	N/A	N/A	N/A	7.50%/4.50% 7.50%/7.50%/ 3.00%	6.15%/4.50%/ 7.00%/7.00%/ 3.00%	6.30%/4.50%/ 6.00%/6.00%/ 3.00%
Ultimate health care cost trend rate	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate reached	N/A	N/A	N/A	2030	2029	2028

(1) The multiple healthcare cost trend initial rates presented above represent the pre-65 medical, post-65 medical, pre-65 drug, post-65 drug and dental/vision rates, respectively.

(2) The discount rate at beginning of year presented for 2022 was used to determine the net periodic benefit cost through the date of the mid-year plan remeasurement caused by the enhanced early retirement amendments adopted in 2022. The pension plans and postretirement medical plans were remeasured at July 31, 2022 and August 31, 2022, respectively. The discount rates used to determine the net periodic benefit cost for the remainder of 2022 were 4.41% and 4.67% for the pension plans and postretirement medical plans, respectively. The discount rate at beginning of year presented for 2023 for the pension plans was used to determine the net periodic benefit cost through the date of the mid-year plan remeasurement caused by the early retirement option noted above. The EDC pension plan was remeasured at July 31, 2023. The discount rate used to determine the net periodic benefit cost for the EDC pension plan for the remainder of 2023 was 5.16%.

Plan Assets

Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long-term rate of return. The Company's expected long-term rate of return on plan assets assumption of 7.0% for each of the fiscal years presented in these financial statements was determined using a weighted average approach considering the mix of plan assets at the determination date and long-term forward-looking expected returns for each asset category. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (39.2%), fixed income securities (37.3%), cash and cash equivalents (14.9%), alternative investments and derivative instruments (8.3%) and private equity (0.3%) as of December 31, 2023.

The following tables set forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, 2023 and 2022. Certain investments do not have readily determinable fair values and as such, have been measured using NAV as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Such investments have not been categorized in the fair value hierarchy but have been provided in the following tables to provide a reconciliation of the fair value hierarchy to the total value of plan assets.

	Assets at Fair Values as of December 31, 2023				
	Level 1	Level 2	Level 3	NAV as a Practical Expedient	Total
Cash and cash equivalents	$ 139,337	$ —	$ —	$ 58,330,029	$ 58,469,366
Equity securities	—	108,712,492	—	45,532,753	154,245,245
Fixed income securities	58,728,733	35,505,383	—	52,409,588	146,643,704
Alternative investments and derivative instruments	—	—	—	32,916,946	32,916,946
Private equity	—	—	—	930,922	930,992
Total assets at fair value	$ 58,868,070	$ 144,217,875	$ —	$ 190,120,308	$ 393,206,253

	Assets at Fair Values as of December 31, 2022				
	Level 1	Level 2	Level 3	NAV as a Practical Expedient	Total
Cash and cash equivalents	$ 9,506,491	$ —	$ —	$ 32,696,259	$ 42,202,750
Equity securities	—	98,122,578	—	47,094,193	145,216,771
Fixed income securities	45,969,022	35,778,052	—	68,516,476	150,263,550
Alternative investments and derivative instruments	—	—	—	13,651,752	13,651,752
Private equity	—	—	—	931,816	931,816
Total assets at fair value	$ 55,475,513	$ 133,900,630	$ —	$ 162,890,496	$ 352,266,639

Fair market values of plan assets are determined based on the nature of the asset category.

Level 1 Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.

Level 3 Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.

Investments in investment companies are valued at fair value. Fair values are determined utilizing the NAV supplied by, or on behalf of, management of each investment company, which is in accordance with the practical expedient as defined by ASC 820. NAVs received by, or on behalf of, management of each investment company are based on the fair value of the investment company's underlying investments in accordance with policies established by management of each investment company, as described in each of their financial statements and offering memorandum. The redemption period for each class of investments measured using NAV as a practical expedient generally requires between zero- and five-days' notice.

The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

	Minimum	Maximum
Public equity	22.5%	59.5%
Long duration fixed income	30.0%	50.0%
Non-core fixed income	2.5%	28.0%
Real assets	0.0%	14.0%
Alternative risk premia	0.0%	7.0%
Tactical tilts	0.0%	7.0%
Cash	0.0%	21.0%

Contributions

The Company expects to contribute approximately $22,421,000 to the qualified plan during fiscal year 2024.

Benefits

The Company's expected future benefit payments are as follows:

		Postretirement Medical	
	Pension Plans	Payments	Medicare Subsidy
Years Ending			
2024	$ 18,264,398	$ 4,518,249	$ 150,481
2025	18,937,899	4,710,689	174,846
2026	22,194,043	4,996,349	197,621
2027	24,891,452	5,249,600	226,807
2028	29,453,201	5,538,009	256,625
2029-2033	221,891,406	34,847,395	1,784,086

7. Income Taxes

The components of federal, state and foreign income tax expense (benefit) are:

	2023		
	Current	Deferred	Total
Federal	$ 213,399,700	$ 66,323,902	$ 279,723,602
State	59,089,622	(6,937,827)	52,151,795
Foreign	866,729	—	866,729
	$ 273,356,051	$ 59,386,075	$ 332,742,126

	2022		
	Current	Deferred	Total
Federal	$ 221,454,900	$ 40,564,500	$ 262,019,400
State	61,395,434	25,919,000	87,314,434
Foreign	327,878	—	327,878
	$ 283,178,212	$ 66,483,500	$ 349,661,712

	2021		
	Current	Deferred	Total
Federal	$ 309,868,230	$ 22,194,632	$ 332,062,862
State	65,310,232	(4,214,325)	61,095,907
Foreign	66,339	—	66,339
	$ 375,244,801	$ 17,980,307	$ 393,225,108

Income tax expense differs from the amount computed by applying the federal statutory rate of 21% to earnings before income taxes due to the following: (1) state income taxes, (2) state tax credits and (3) permanent differences, consisting primarily of nondeductible meals and entertainment and nondeductible officer's life insurance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities presented in the consolidated financial statements and the amounts used for income tax purposes. Deferred tax assets aggregated $1,475,099,000 and $1,374,238,000 and deferred tax liabilities aggregated $1,927,456,000 and $1,754,152,100 at December 31, 2023 and 2022, respectively. For the year ended December 31, 2023, the principal components of deferred tax assets include differences between federal and state basis of property, plant and equipment, advance payments, and certain accruals related to deferred compensation, postretirement health benefits, and leases. The principal components of deferred tax liabilities are related to property, plant and equipment, leases, and accrued pension benefits.

No valuation allowance was recorded against the Company's U.S. federal and state deferred tax assets at December 31, 2023 or 2022. The Company's management believes it is more likely than not that the existing U.S. federal and state gross deferred tax assets will reverse during periods in which the deferred tax liabilities reverse or in which the Company generates net taxable income.

The Company had foreign deferred tax assets of $8,502,000 and $3,902,000 at December 31, 2023 and 2022, respectively, which consist primarily of net operating loss carryforwards. At December 31, 2023 and 2022, a full valuation allowance was recorded against our foreign deferred tax assets. The Company's management has considered all available positive and negative evidence to determine whether it will generate sufficient future taxable income to utilize the foreign deferred tax assets. A significant piece of objective negative evidence evaluated were the losses incurred from 2019 to 2023. Such objective evidence limits the ability to consider other subjective evidence, such as projections of future foreign taxable income. If or when recognized, the tax benefits related to any reversal of the valuation allowance against these foreign deferred tax assets will be accounted for as a reduction of income tax expense in the period such reversal occurs.

The Company notes that it currently does not have undistributed earnings due to losses in its foreign jurisdictions.

The Company had accrued interest related to unrecognized tax benefits of $3,917,000 and $2,889,000 recorded on our consolidated balance sheets as of December 31, 2023 and 2022, respectively, of which $1,028,000 and $1,033,000 was recognized in the consolidated statements of comprehensive earnings as Income tax expense, respectively. The Company's policy is to record potential penalties and interest related to unrecognized tax benefits as income tax expense in the accompanying financial statements.

The Company files federal, state, and foreign income tax returns in jurisdictions with varying statutes of limitations. As of December 31, 2023, the 2020 through 2023 tax years generally remain subject to examination by federal and most state tax authorities.

The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

8. Other Comprehensive Earnings (Loss) and Accumulated Other Comprehensive Earnings (Loss)

The income tax benefit (expense) allocated to each component of other comprehensive earnings (loss) is:

	2023		
	Before-Tax Earnings (Loss)	Tax (Expense) Benefit	Net-of-Tax Earnings (Loss)
Pension plans	$ 46,579,346	$ (11,385,776)	$ 35,193,570
Postretirement medical plan	(15,764,846)	3,835,914	(11,928,932)
Foreign currency translation	2,904,702	(707,089)	2,197,613
Derivative financial instruments	(3,576,274)	870,958	(2,705,316)
Other comprehensive (loss) earnings	$ 30,142,928	$ (7,385,993)	$ 22,756,935

	2022		
	Before-Tax Earnings (Loss)	Tax Benefit (Expense)	Net-of-Tax Earnings (Loss)
Pension plans	$ 27,531,592	$ (6,499,095)	$ 21,032,497
Postretirement medical plan	70,220,749	(17,050,741)	53,170,008
Foreign currency translation	(2,386,969)	580,793	(1,806,176)
Derivative financial instruments	12,044,348	(2,926,957)	9,117,391
Other comprehensive (loss) earnings	$ 107,409,720	$ (25,896,000)	$ 81,513,720

	2021		
	Before-Tax Earnings (Loss)	Tax Benefit (Expense)	Net-of-Tax Earnings (Loss)
Pension plans	$ (40,125,157)	$ 9,414,120	$ (30,711,037)
Postretirement medical plan	(19,632,610)	4,703,156	(14,929,454)
Foreign currency translation	(12,534)	(2,275)	(14,809)
Derivative financial instruments	6,322,420	(1,554,001)	4,768,419
Other comprehensive (loss) earnings	$ (53,447,881)	$ 12,561,000	$ (40,886,881)

The accumulated balances for each component of other comprehensive earnings (loss), net-of-tax are presented below:

	Pension Plans	Post-retirement Medical Plan	Foreign Currency Translation	Change in Fair Value of Derivative Financial Instruments	Accumulated Other Comprehensive (Loss) Earnings
Balance at January 1, 2021	$ (190,875,554)	$ (37,004,279)	$ 501,064	$ (11,180,494)	$ (238,559,263)
Change during period	(42,153,797)	(16,220,900)	(14,809)	2,633,315	(55,756,191)
Reclassification to net earnings	11,442,760	1,291,446	—	2,135,104	14,869,310
Balance at December 31, 2021	$ (221,586,591)	$ (51,933,733)	$ 486,255	$ (6,412,075)	$ (279,446,144)
Change during period	9,350,847	51,770,834	(1,806,176)	7,228,234	66,543,739
Reclassification to net earnings	11,681,650	1,399,174	—	1,889,157	14,969,981
Balance at December 31, 2022	$ (200,554,094)	$ 1,236,275	$(1,319,921)	$ 2,705,316	$ (197,932,424)
Change during period	26,696,282	(12,453,710)	2,197,613	—	16,440,185
Reclassification to net earnings	8,497,288	524,778	—	(2,705,316)	6,316,750
Balance at December 31, 2023	$ (165,360,524)	$ (10,692,657)	$ 877,693	$ —	$ (175,175,489)

9. Related-Party Transactions

The Company provides accounting, tax, consulting, and other related services to certain of our related-party affiliates. We are reimbursed for all payroll and other operating costs associated with the performance of such services through the payment of an administration fee. This administration fee is recognized when earned and is recorded in Other income within the accompanying consolidated statements of comprehensive earnings. In total, amounts earned

related to the performance of the agreed upon services were approximately $6,787,000, $5,629,000, and $5,644,000 for the years ended December 31, 2023, 2022, and 2021, respectively.

One of the Company's principal shareholders owns a substantial interest in a company which sold fixtures to the Company aggregating approximately $26,572,000, $23,092,000, and $20,097,000 during the years ended December 31, 2023, 2022 and 2021, respectively.

10. Leases

The Company is the lessee in a significant real estate portfolio related to our free-standing and mall restaurant locations. The Company's leases are structured either as ground leases, where we lease the land and subsequently construct the restaurant, or as space leases, where we lease the land along with the respective building space. Our restaurant real estate leases, exclusive of traditional mall leases, are generally long-term in nature, with non-cancellable, 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 five years at an escalation rate between 10% and 12%. Lease renewal options are generally exercisable at the Company's sole discretion and are typically structured to occur in multiple five-year increments.

The Company's traditional mall leases generally have shorter lease terms, usually less than ten years, and typically do not contain as many optional renewal periods as the Company's free standing restaurant leases. In addition to fixed minimum monthly lease payments, some of the Company's leases, primarily those in our traditional mall spaces, provide for contingent rentals that are calculated based on certain achieved restaurant sales thresholds. 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 or subleases each franchised restaurant location to restaurant franchisees under month-to-month lease agreements. Under the Company's domestic franchisee lease agreements, rent paid by franchisees to the Company for the use of real estate is subject to a maximum of 6% of restaurant sales. The Company also leases or subleases equipment to restaurant franchisees under month-to-month lease agreements. Equipment rental charges are determined based upon the restaurant concept type and are charged to franchisees monthly. The Company recognizes rental and subrental income within Rental income on the accompanying statements of comprehensive earnings. In accordance with ASC 842, the Company reports right-of-use assets subject to sublease to restaurant franchisees separately from other right-of-use assets on our accompanying consolidated balance sheets.

In addition to restaurant real estate, the Company additionally leases real estate for certain of our corporate office locations, distribution and manufacturing facilities related to our distribution and lemon juicing production operations, as well as certain restaurant and corporate office equipment. Our real estate leases for corporate office locations, distribution and manufacturing facilities are generally long-term in nature, with non-cancellable, base lease terms ranging between 10 and 20 years and typically provide for optional renewal periods. Our equipment leases for use in corporate offices, distribution and manufacturing facilities, and restaurants have terms and conditions varying depending on the nature of the equipment.

The following table summarizes the components of the Company's lease cost:

	Classification	Year ended December 31, 2023	Year ended December 31, 2022	Year ended December 31, 2021
Finance lease cost:				
Amortization of finance lease assets	Depreciation and amortization	$ 76,247,392	$ 55,990,878	$ 40,073,760
Interest on finance lease liabilities	Interest	48,972,489	34,022,600	22,195,065
Operating lease cost	Selling, general and administrative expenses	212,993,424	205,915,635	206,467,686
Short-term lease cost	Selling, general and administrative expenses	16,628,422	14,890,778	11,158,073
Variable lease cost	Selling, general and administrative expenses	81,090,399	74,662,783	61,517,744
Sublease income	Rental income	(330,130,320)	(294,778,967)	(258,069,827)
Total lease cost		$ 105,801,806	$ 90,703,707	$ 83,342,501

The following table includes supplemental information regarding the Company's operating and finance leases:

	Year ended December 31, 2023	Year ended December 31, 2022	Year ended December 31, 2021
Operating leases:			
Cash paid related to operating lease liabilities	$ 190,821,212	$ 184,141,455	$ 178,548,755
Lease liabilities arising from obtaining right-of-use assets	$ 112,807,240	$ 87,257,191	$ 2,879,127,909
Weighted-average discount rate	3.27%	3.07%	2.96%
Weighted-average remaining lease term (years)	19.3	20.2	21.0
Finance leases:			
Cash paid related to finance lease liabilities	$ 83,257,527	$ 56,290,857	$ 39,802,133
Lease liabilities arising from obtaining right-of-use assets	$ 301,626,133	$ 317,423,823	$ 868,123,502
Weighted-average discount rate	4.13%	3.60%	3.06%
Weighted-average remaining lease term (years)	18.8	19.6	20.7

The Company has also entered into sale and leaseback transactions for certain of our real estate assets where we are not permitted to recognize a sale due to our continued control of the leased real estate following sale. For each of these transactions, the Company does not derecognize the underlying real estate asset and recognizes a financing obligation liability equal to the proceeds from sale less selling costs. The Company subsequently classifies and measures the asset

consistent with our policy for our other owned assets. The recorded financing obligation is amortized using the effective interest method, with future lease payments allocated between interest expense and reduction of the recorded financing obligation. As of December 31, 2023 and 2022, the Company has liabilities related to failed sale-leaseback transactions of approximately $14,851,000 and $14,912,000, respectively, which is recorded within Financing obligations on the accompanying consolidated balance sheets.

Future maturities for the Company's commenced operating and finance leases are as follows:

	Operating Leases[1]	Finance Leases[2]
Years Ending December 31,		
2024	$ 197,821,524	$ 98,567,944
2025	194,282,276	101,632,108
2026	190,751,462	102,983,396
2027	187,622,537	104,895,576
2028	186,666,993	106,372,187
2029 and thereafter	2,788,963,328	1,606,854,342
Total lease payments	3,746,108,120	2,121,305,553
Less: Amounts representing interest	1,014,209,037	666,373,883
Present value of lease liabilities	$ 2,731,899,083	$ 1,454,931,670

(1) Operating lease payments include $2,027,944,951 related to options to extend lease terms that are reasonably certain of being exercised.

(2) Finance lease payments include $553,720,493 related to options to extend lease terms that are reasonably certain of being exercised.

11. Equity Method Investments

The Company accounts for our equity investments where we own a non-controlling interest, but exercise significant influence, under the equity method of accounting. Under the equity method of accounting, our original cost of the investment is adjusted for our share of equity in the earnings (loss) of the equity investee and reduced by dividends and distributions of capital received.

In January 2018, the Company executed a subscription agreement with Westside Future Fund, Inc. whereby the Company subscribed for a limited liability company interest in WFF Real Estate Investment Fund, LLC, a Georgia limited liability company ("WFF"). WFF is a social impact fund organized in 2017 and is intended to make investments in real estate projects with the purpose of revitalizing target neighborhoods in Atlanta, GA. The Company holds an 16.67% equity interest in WFF. For the years ended December 31, 2023, 2022, and 2021, the Company made capital investments totaling $0, $6,000,000, and $0 respectively. As of December 31, 2023 and 2022, the carrying amount of the Company's investment in WFF is approximately $12,174,000 and $12,191,000, respectively, which is reported within Investments in the accompanying consolidated balance sheets.

12. Health Insurance

Through the period ending December 31, 2021, the Company participated in a health insurance trust along with certain affiliated entities to fund medical, dental, vision and other related insurance benefits to certain eligible employees. Premiums were paid to the health insurance trust by participating entities on behalf of their enrolled employees. Premiums paid to the health insurance trust by the Company totaled approximately $54,385,000 during 2021, with such amounts recorded

within Selling, general and administrative expenses on the consolidated statement of comprehensive earnings for the period ended December 31, 2021. These premiums accounted for approximately 85% of the total amount paid to the health insurance trust by all participating entities during 2021.

Premiums paid by the Company to the trust were paid directly by the trust to the health insurance providers who funded the full cost of all reported health insurance claims as losses become due and payable. As a result, the Company was liable only for our monthly premium payments to the trust and did not accrue for incurred but unreported insurance claims.

Effective December 31, 2021, the health insurance trust was dissolved and all remaining funds were disbursed to the respective insurance providers. For the year ended December 31, 2022, the Company participated in a single employer health insurance plan and paid health insurance premiums directly to our health insurance provider who funded the full cost of all reported health insurance claims as losses become due and payable. The Company paid health insurance premiums of approximately $72,572,000 for the year ending December 31, 2022 with such amounts recorded within Selling, general and administrative expenses on the consolidated statement of comprehensive earnings.

Beginning January 1, 2023, the Company is primarily self-insured for our employee health, dental, and vision insurance. The Company contracts with a third-party administrator to supervise and administer the program. Employee medical claims exceeding certain stated deductibles are covered under stop-loss insurance policies purchased by the Company. Accrued liabilities under our self-insurance plan are recorded based on actuarial estimates of the ultimate costs to settle known claims as well as estimates for claims incurred but not yet reported as of the balance sheet date. Insurance accruals additionally include plan administrative costs as well as amounts due and payable to the Company under certain pharmacy rebate programs.

For the year ended December 31, 2023, the Company recognized expenses under our self-insurance programs totaling approximately $82,407,000, which is recorded in Selling, general, and administrative expenses on the consolidated statements of comprehensive earnings. As of December 31, 2023, the Company recorded a self-insurance liability reflecting incurred but unfunded claims of approximately $6,594,000, which is included in Accrued expenses and obligations on the consolidated balance sheet.

13. Letters of Credit

The Company has established various letters of credit. Such letters of credit totaled approximately $8,782,000, $9,096,000, and $19,262,000 at December 31, 2023, 2022 and 2021, respectively.

14. Commitments and Contingencies

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

Broiler Chicken Antitrust Litigation
In December 2020, the Company filed a lawsuit in the United States District Court for the Northern District of Illinois against several chicken producers, including our suppliers, alleging a conspiracy among defendants to fix, raise, maintain, and stabilize the price of broiler chickens in violation of

federal antitrust laws. In 2022, the Company finalized settlement agreements with two poultry suppliers, which resulted in the Company receiving settlement payments in exchange for dismissing with prejudice our claims against the respective suppliers. The case, *In re Broiler Chicken Antitrust Litigation,* No. 1:16-cv-08637, remains pending as of the date of these financial statements. The Company may enter into additional settlement agreements with other poultry suppliers in the future as a part of our ongoing proceedings with respect to this case.

The Company has committed a total capital subscription of $20,000,000 in exchange for our limited liability interest in WFF. The amount and timing of the Company's required capital contributions is at the direction of WFF; however no more than 50% of the Company's total capital subscription will be required to be paid in any twelve-month period. As of December 31, 2023, the Company has outstanding, unpaid capital subscriptions totaling $7,000,000.

In November 2020 the Company executed a subscription agreement with Engage Venture Fund II, LP ("Engage II"), a Delaware limited partnership, whereby the Company subscribed to a limited partnership interest. Engage II was formed to promote innovation through connections between startups, corporations, university researchers, and the venture community. The Company has committed a total capital subscription of $3,000,000 to be paid in installments over the next five years. As of December 31, 2023 the Company has paid $2,625,000 towards our capital subscription.

15. Subsequent Events

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March 22, 2024, the report issuance date. No material subsequent events were noted through this date that would materially affect the consolidated financial statements or require additional disclosure.

EXHIBIT "D"

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EXHIBIT "E"

LIST OF OPERATOR RESTAURANTS, CHICK-FIL-A OPERATED RESTAURANTS AND LICENSED UNITS

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

ST	Type	Operator Name	location Addr1	location City	Zip	Phone
AL	OPR	Zouboukos, Constantine D. (Constantine)	125 Colonial Promenade Pkwy	Alabaster	35007-3130	205-685-1190
AL	OPR	Murphree, Lois Ann Billings (Lois Ann)	3899 Hwy 280	Alexander City	35010	938-867-4799
AL	OPR	Kyle, Matthew Stuart (Matthew)	1291 Us Highway 72 E	Athens	35611-4403	256-233-8900
AL	OPR	Bowling, William Alan (Will)	1627 Opelika Rd Ste 54	Auburn	36830-1720	334-887-5429
AL	OPR	McFadden, Robert Barr (Bob)	326 W Magnolia Ave	Auburn	36832-1402	334-826-7630
AL	OPR	Schubert, Brian A. (Brian)	6000 Harris Ln	Bessemer	35022-7302	205-426-3190
AL	OPR	Braun, Corey Allen (Corey)	5375 Highway 280	Birmingham	35242-5317	205-995-8333
AL	OPR	Humphreville, Nathaniel D. (Nathaniel)	2000 Highland Ave S	Birmingham	35205-3802	205-930-8000
AL	OPR	Mapoles, Eric William Johnson (Eric)	1913 5th Ave N	Birmingham	35203-2608	205-324-6161
AL	OPR	Meadows, William Mark (Mark)	4620 US 280 South	Birmingham	35242	205-995-9925
AL	OPR	Nichols, Mark Eric (Mark)	5886 Trussville Crossings Pkwy	Birmingham	35235-8633	205-661-0544
AL	OPR	Nichols, Mark Eric (Mark)	9345 Parkway E	Birmingham	35215-8303	205-836-0003
AL	OPR	Johnson, Bradley Steven (Brad)	64 Highway 304	Calera	35040-5551	205-668-7483
AL	OPR	Earnest, John Randall (Randy)	1830 Cherokee Ave Sw	Cullman	35055-5546	256-735-1650
AL	OPR	Nance, Daniel William (Daniel)	1682 Us Highway 98	Daphne	36526-4252	251-621-3215
AL	OPR	Keith, Barry Dean (Barry)	2502 Highway 31 S	Decatur	35603-1504	256-822-1014
AL	OPR	Keith, Barry Dean (Barry)	1809 Beltline Rd SW	Decatur	35601-5506	256-355-3035
AL	OPR	Bailey, David Leroy III (David)	1905 E Main St	Dothan	36301-3015	334-792-2498
AL	TMP	Franck, Alex	3418 Ross Clark Cir	Dothan	36303-2525	334-712-4849
AL	OPR	Crisler, Kevin Milton (Kevin)	626 Boll Weevil Cir	Enterprise	36330-2734	334-347-4747
AL	OPR	Pulley, Daniel Ray (Daniel)	900 S Eufaula Ave	Eufaula	36027-2608	334-687-8999
AL	OPR	Albretsen, Brynn Gilbreath (Brynn)	341 Cox Creek Pkwy	Florence	35630-1539	256-764-0535
AL	OPR	Mozley, Wayne Thomas (Wayne)	3013 S Mckenzie St	Foley	36535-3411	251-971-6505
AL	OPR	Hall, Kimberly Faye (Kim)	1824 Glenn Blvd SW	Fort Payne	35968-3524	
AL	OPR	Holmes, Thomas Michael (Mike)	215 Howell St	Fultondale	35068-1678	205-841-1777
AL	OPR	Wilson, James David Jr. (David)	1008 S 4th St	Gadsden	35901-5227	256-543-7770
AL	OPR	Holmes, Thomas Michael (Mike)	385 Fieldstown Rd	Gardendale	35071-2490	205-608-3488
AL	OPR	Moore, W. Robert (Bob)	11488 US Highway 431	Guntersville	35976-5614	256-894-8303
AL	OPR	Nichols, Bradley Eric (Brad)	2432 Helena Rd	Helena	35080-3271	205-922-1153
AL	OPR	Jackson, Rodney L. (Rodney)	211 Lakeshore Pkwy	Homewood	35209-7108	205-945-6062
AL	OPR	Foster, Jeffrey Alan (Jeffrey)	5658 Grove Blvd	Hoover	35226-4608	205-989-1701
AL	OPR	Jackson, David Lee (David)	1609 Montgomery Hwy	Hoover	35216	205-979-9990
AL	OPR	Jackson, Morris Lee (Morris)	3020 John Hawkins Pkwy	Hoover	35244-1011	205-987-7568
AL	OPR	Jackson, Morris Lee (Morris)	2000 Riverchase Galleria Ste 158B	Hoover	35244-2325	205-987-2244
AL	OPR	Adams, Heather Kyle (Heather)	402 Governors Dr SW	Huntsville	35801-5124	256-536-5150
AL	OPR	Adams, Heather Kyle (Heather)	4751 Whitesburg Dr SE	Huntsville	35802-1632	256-880-4080
AL	OPR	Barlock, Bryan Christopher (Bryan)	11820 Memorial Pkwy SW	Huntsville	35803-3304	256-650-7014
AL	OPR	Dull, Norman Wade (Norman)	4733 University Dr Nw	Huntsville	35816-3407	256-837-1315
AL	TMP	Powell, Brandon	2801 Memorial Pkwy Sw Ste 70	Huntsville	35801-5645	256-533-9206
AL	OPR	Powers, Douglas Scott (Scott)	1648 Montclair Rd	Irondale	35210-2410	205-957-2229
AL	OPR	Soriano, Jason Martin (Jason)	500 Pelham Rd S	Jacksonville	36265-2706	256-782-0900
AL	OPR	Grace, Mary Ruth (Ruth)	1812 Highway 78 E	Jasper	35501-4038	205-221-0308
AL	OPR	Robinson, C. Scott (Scott)	1808 Ashville Rd	Leeds	35094-7508	205-699-1118
AL	OPR	Dull, Norman Wade (Norman)	8300 Highway 72 W	Madison	35758-9572	256-837-7020
AL	OPR	Johnson, Holly Orr (Holly)	3215c Bel Air Mall	Mobile	36606-3207	251-476-8361
AL	OPR	Nance, Daniel William (Daniel)	12 N Royal St	Mobile	36602-3802	251-434-9768
AL	OPR	Rosson, Glenn C. (Glenn)	4707 Airport Blvd	Mobile	36608-3145	251-461-9933
AL	OPR	Rosson, Glenn C. (Glenn)	435 Schillinger Rd S	Mobile	36695-8911	251-639-1163
AL	OPR	Wynn, Darin Alan (Darin)	3244 Dauphin St	Mobile	36606-4001	251-476-0320
AL	OPR	Eike, Robert Matthew (Robert)	2520 Eastern Blvd	Montgomery	36117-1552	334-271-0104
AL	OPR	Rogers, Stuart Randall (Stuart)	915 Ann St	Montgomery	36107-2001	334-262-2017
AL	OPR	Soriano, Gary M. (Gary)	201 Monroe St	Montgomery	36104-3735	334-293-4773
AL	OPR	Soriano, Gary M. (Gary)	6921 Eastchase Loop	Montgomery	36117-6876	334-271-1095

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

AL	OPR	Kyle, Luke Adam (Luke)	511 Avalon Ave	Muscle Shoals	35661-2811	256-386-5442
AL	OPR	Gill, Susan Ashley Soriano (Ashley)	1620 Mcfarland Blvd	Northport	35476-3259	205-330-1110
AL	OPR	Barnes, Ruie Andrew Jr. (Andrew)	2052 Tiger Town Pkwy	Opelika	36801-5486	334-741-7112
AL	OPR	Rice, Charles R. (Charles)	6599 Highway 431 S	Owens Cross Ro	35763-9217	256-288-0007
AL	OPR	Bence, Gregory Wade (Wade)	201 Oxford Exchange Blvd	Oxford	36203-3455	256-835-6009
AL	OPR	Bence, Gregory Wade (Wade)	700 Quintard Dr Ste Fc8	Oxford	36203-1867	256-835-1887
AL	OPR	Zouboukos, Constantine D. (Constantine)	320 Cahaba Valley Rd	Pelham	35124-1398	205-403-3223
AL	OPR	Jennings, Brian Scott (Brian)	1653 Martin St N	Pell City	35125-9350	205-525-0539
AL	OPR	Morgan, Todd Richard (Todd)	3711 U S Hwy 280	Phenix City	36867	334-214-5599
AL	OPR	Grier, Daniel Wayne (Daniel)	2021 Fairview Ave	Prattville	36066-5240	334-568-7772
AL	OPR	Grier, Daniel Wayne (Daniel)	1967 Cobbs Ford Rd	Prattville	36066-7290	334-365-8222
AL	OPR	Monroe, Beth DeMaioribus (Beth)	368 Micah Way	Scottsboro	35769-4164	256-575-4080
AL	OPR	Sadlock, Johnathan Clark (Johnathan)	30500 SR 181 Suite B	Spanish Fort	36527	251-621-3020
AL	OPR	Harris, Micah Daniel (Micah)	75 MCS Blvd	Sylacauga	35150-1139	256-245-0096
AL	OPR	Jones, Andrew Riley (Andrew)	1121 Highway 231 S	Troy	36081-3001	334-566-0505
AL	OPR	Boulware, William Martin (William)	2014 McFarland Blvd E	Tuscaloosa	35404-5805	205-752-9999
AL	OPR	Boulware, William Martin (William)	4900 Old Greensboro Rd	Tuscaloosa	35405-3919	205-247-9980
AL	TMP	Brandt, Lee Forrest	1701 Mcfarland Blvd E Ste 190	Tuscaloosa	35404-5833	205-553-9195
AL	OPR	Cotney, Jerry Hugh Jr. (Jerry)	3949 Crosshaven Dr	Vestavia	35243-5417	205-871-1398
AL	OPR	Jackson, Rodney L. (Rodney)	513 Montgomery Hwy	Vestavia Hills	35216-1807	205-824-3540
AR	OPR	Hufford, Mark Alan (Mark)	209 S Walton Blvd	Bentonville	72712-5701	479-273-3100
AR	OPR	Parker, Guy E. (Guy)	2232 N Reynolds Rd	Bryant	72022-2534	501-653-0404
AR	TMP	McFarland, Brent	801 W Main St.	Cabot	72023	501-431-2181
AR	OPR	Kizer, Alan Ray (Alan)	2510 Prince St	Conway	72034-3756	501-505-8645
AR	OPR	Kizer, Alan Ray (Alan)	1115 E Oak St	Conway	72032-5925	501-513-1122
AR	OPR	Frost, Paige Burnette (Paige)	4180 N College Ave	Fayetteville	72703-5120	479-443-0343
AR	OPR	Salinas, Raziel David (David)	1369 W Martin Luther King Jr Blvd	Fayetteville	72701-6317	479-444-6053
AR	OPR	Kelley, Mitchell James (Mitchell)	6810 Rogers Ave	Fort Smith	72903-4068	479-484-5152
AR	OPR	Richardson, William Jonathan (Jonathan)	100 Cornerstone Blvd	Hot Springs	71913-6506	501-520-0620
AR	OPR	Mitchell, Tyler Charles (Tyler)	1800 Red Wolf Blvd	Jonesboro	72401-5433	870-910-6611
AR	OPR	Ackley, Benjamin Blake (Ben)	701 Broadway St	Little Rock	72201-4121	501-436-6146
AR	OPR	Green, Stefan R. (Stefan)	2 Bass Pro Dr	Little Rock	72210-3055	501-455-2226
AR	OPR	Harding, Michel Aric (Michel)	11525 Cantrell Rd	Little Rock	72212-1700	501-223-5111
AR	OPR	Roller, Andrew James (A.J.)	6201 W Markham St	Little Rock	72205-3116	501-663-8080
AR	OPR	Spenst, John Paul (John)	12500 W Markham St	Little Rock	72211-3310	501-228-0404
AR	TMP	Studivant, Jeremie	6000 W Markham St	Little Rock	72205-3198	501-663-0304
AR	TMP	Padgett, Matthew Chase (Chase)	113 Commons Dr	Maumelle	72113-7266	501-851-1810
AR	OPR	Stock, Dale A. (Dale)	4320 E Mccain Blvd	North Little Rocl	72117-2517	501-945-1818
AR	OPR	Branch, Katie M.S. (Katie)	5701 S. Olive St.	Pine Bluff	71603	870-619-1630
AR	OPR	Bryant, James William (Jim)	2601 W Pleasant Grove Rd	Rogers	72758-5802	479-246-0003
AR	OPR	Bryant, James William (Jim)	4893 W Pauline Whitaker Pkwy	Rogers	72758-5062	479-254-4004
AR	OPR	Hufford, Mark Alan (Mark)	4001 W Walnut St	Rogers	72756-1842	479-636-4664
AR	OPR	Douglass, Timothy Richard (Tim)	3089 E Main St	Russellville	72802-9643	479-967-0220
AR	OPR	Harbin, Matthew Henderson (Matthew)	3683 E Race Ave	Searcy	72143-6204	501-268-0232
AR	OPR	Stanley, Brian Jeffrey (Brian)	5675 W Sunset Ave	Springdale	72762-0746	479-317-4320
AR	OPR	Cardwell, Jonathan Wray (Jonathan)	206 W Service Rd	West Memphis	72301	870-400-0081
AZ	OPR	Ploeser, Bruce Allen (Bruce)	10180 W Mcdowell Rd	Avondale	85392-4841	623-907-4780
AZ	OPR	Johnson, Megan L. (Megan)	893 N Promenade Pkwy	Casa Grande	85194-5408	520-876-9001
AZ	OPR	Elam, Donald Lee (Don)	2550 W Chandler Blvd	Chandler	85224-4905	480-855-1555
AZ	OPR	Kaye, Kory Shire (Kory)	2900 E Germann Rd	Chandler	85286-1404	480-812-1717
AZ	TMP	Jensen, Lance	3871 S Arizona Ave	Chandler	85248-2701	480-635-4850
AZ	OPR	Vickroy, Nathan Ray (Nathan)	2401 E. Route 66	Flagstaff	86004-3554	928-889-3111
AZ	OPR	Vickroy, Nathan Ray (Nathan)	1000 S Milton Rd	Flagstaff	86001-6304	928-779-9111
AZ	OPR	Cook, Mark William Jr (William)	5205 E Baseline Rd.	Gilbert	85234-1632	480-499-0089

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

AZ	TMP	Lyon, Wesley	2533 S Market St	Gilbert	85295-1300	480-814-7200
AZ	OPR	Seavers, Troy James (Troy)	5908 W Thunderbird Rd	Glendale	85306-4140	602-283-4848
AZ	OPR	Ploeser, Bruce Allen (Bruce)	1065 N Estrella Pkwy	Goodyear	85338	602-237-6277
AZ	OPR	Ploeser, Bruce Allen (Bruce)	1466 N Dysart Rd	Goodyear	85395-2615	623-536-0241
AZ	OPR	Barrett, Brandon Andrew (Brandon)	905 N Dobson Rd	Mesa	85201-7573	480-834-0573
AZ	OPR	Cranford, Travis Lane (Travis)	1664 S Stapley Dr	Mesa	85204-6661	480-892-9714
AZ	OPR	Ervin, Robert Dwayne (Robert)	6707 E McKellips Rd	Mesa	85215-2958	480-641-1903
AZ	OPR	Lindsey, Joshua M. (Josh)	4908 S Power Rd	Mesa	85212-3602	480-988-6252
AZ	TMP	Thornton, Kaylee	6555 E Southern Ave Ste 2012	Mesa	85206-3725	480-981-1858
AZ	OPR	Lichter, Leonard Jarold (Leo)	16657 N 83rd Ave	Peoria	85382-5807	623-878-0885
AZ	OPR	Carder, Robert Dylan (Dylan)	819 N 7th Ave	Phoenix	85007-2308	602-412-1280
AZ	OPR	Hall, Christopher Wilbur (Chris)	1601 E Camelback Rd	Phoenix	85016-3901	602-264-4450
AZ	OPR	Hatten, Lourdes M. (Lourdes)	12031 N Tatum Blvd	Phoenix	85028-1605	602-923-0388
AZ	OPR	Higgins, Katelynn Morgan (Katie)	1850 W Bethany Home Rd	Phoenix	85015	602-654-1850
AZ	OPR	McGrew, David C. (David)	3111 W Peoria Ave	Phoenix	85029-5207	602-595-4003
AZ	OPR	Myles, Jeffrey Scott (Jeff)	2575 W Jomax Road	Phoenix	85085	602-714-1538
AZ	OPR	Myles, Jeffrey Scott (Jeff)	3001 W Agua Fria Fwy	Phoenix	85027-3926	623-581-3277
AZ	OPR	Richardson, Matthew Wayne (Matthew)	4105 N 44th St	Phoenix	85018-4216	602-840-4566
AZ	OPR	Richardson, Matthew Wayne (Matthew)	401 E Jefferson St	Phoenix	85004-2438	602-390-7528
AZ	OPR	Trotter, Daniel Marvin (Daniel)	7000 E Mayo Blvd Bldg 2	Phoenix	85054-6158	480-419-6039
AZ	OPR	Yarbrough, Scott E. (Scott)	5035 E Ray Rd	Phoenix	85044-6407	480-961-6006
AZ	TMP	Traeger, John	7650 S 24th Street	Phoenix	85042	602-268-1257
AZ	OPR	Rodriguez, Sarah Elizabeth (Sarah)	5773 E State Route 69	Prescott Valley	86314-2801	928-778-0112
AZ	OPR	Purvis, Jason Dale (Jason)	20455 E Rittenhouse Rd	Queen Creek	85142-4476	480-834-0757
AZ	OPR	Gammel, Christopher Scott (Chris)	14995 N 87th St	Scottsdale	85260-2665	480-922-4540
AZ	OPR	Summer, Jesse Tucker (Jesse)	10652 N 89th Pl	Scottsdale	85260-6753	480-404-6798
AZ	OPR	Bringas, Stefan Anthony (Stefan)	13725 W Bell Rd	Surprise	85374-3871	623-584-7795
AZ	OPR	Polanycia, Andrew (Drew)	16525 W Waddell Rd	Surprise	85388-9627	623-250-7120
AZ	OPR	Barrett, Brandon Andrew (Brandon)	25 W University Dr	Tempe	85281-3637	480-968-6899
AZ	OPR	Carrell, David J. (Dave)	6675 E Grant Rd	Tucson	85715-3804	520-305-4407
AZ	OPR	Hountz, Matthew Loren (Matt)	3605 E Broadway Blvd	Tucson	85716-5400	520-321-4232
AZ	OPR	Kuhn, Travis Michael (Travis)	4585 N Oracle Rd	Tucson	85705-1637	520-408-2456
AZ	OPR	Romo-Teran, Andres G. (Andres)	1188 W. Irvington Road	Tucson	85714	520-741-2280
AZ	OPR	White, Brian Walter (Brian)	3943 W Ina Rd	Tucson	85741-2206	520-744-6269
AZ	OPR	Shaw, Gabriel Christian (Gabe)	1935 E 16th St	Yuma	85365-2104	928-783-4321
CA	OPR	Nesson, David Andrew (David)	26861 Aliso Creek Rd	Aliso Viejo	92656-3375	949-425-1685
CA	OPR	Wiersma, Austin Joseph (Austin)	400 S Baldwin Ave Ste 738L	Arcadia	91007-1945	626-254-7470
CA	OPR	Retherford, Jamie Lynne (Jamie)	2755 Grass Valley Hwy	Auburn	95603-2530	530-887-8302
CA	OPR	Mayen Solorzano, Carlos D. (Carlos)	900 E Alosta Ave	Azusa	91702-2709	626-334-7600
CA	OPR	Hess, Troy Gardner (Troy)	5260 Stockdale Hwy	Bakersfield	93309-2646	661-327-5260
CA	OPR	Terrell, Travis Michael Drake (Travis)	9030 Rosedale Hwy	Bakersfield	93312-2160	661-600-9080
CA	OPR	Hartmann, Christina Sonja Patricia (Chrissy)	1647 E Imperial Hwy	Brea	92821-5835	714-674-0233
CA	OPR	Hollins, Steven S. (Steve)	8161 La Palma Ave	Buena Park	90620-3203	714-994-2442
CA	OPR	Hollins, Steven S. (Steve)	5960 Orangethorpe Ave	Buena Park	90620-1262	714-994-2442
CA	OPR	Schopp, Kenneth William Jr. (Kenny)	3113 W Olive Ave	Burbank	91505-4540	818-841-1588
CA	OPR	Stokes, Stephen Craig II (Craig)	8300 Topanga Canyon Blvd	Canoga Park	91304-2342	818-539-1982
CA	OPR	McGalliard, Christopher Dennis (Chris)	20501 Avalon Blvd	Carson	90746-3213	310-956-9625
CA	OPR	Hensen, Robert James (Robert)	18605 Gridley Rd	Cerritos	90703-5407	562-924-9408
CA	OPR	Dinasan, Prabha (David)	3640 Grand Ave	Chino Hills	91709-1474	909-628-4000
CA	OPR	McGahee, Amanda Danielle (Mandy)	2089 Olympic Pkwy	Chula Vista	91915-1356	619-482-6719
CA	OPR	Sun, Bob (Bob)	1542 S Azusa Ave	City Of Industry	91748-1603	626-581-9788
CA	OPR	Sun, Bob (Bob)	21550 Valley Blvd	City Of Industry	91789-5241	909-598-6300
CA	OPR	York, Shawn Michael (Shawn)	450 Hidden Valley Pkwy	Corona	92879-8600	951-279-4555
CA	OPR	York, Shawn Michael (Shawn)	3555 Grand Oaks	Corona	92881-4634	951-898-0608

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

CA	OPR	Van Schoick, Justin Ryan (Justin)	3181 Harbor Blvd	Costa Mesa	92626-2555	714-435-0145
CA	OPR	Choe, Susanna Yongmee (Susanna)	6 Serramonte Ctr	Daly City	94015-2345	844-232-3259
CA	OPR	Borg, Josiah David (Josiah)	8613 Firestone Blvd	Downey	90241-5242	562-923-8866
CA	OPR	Borg, Josiah David (Josiah)	8900 Imperial Highway	Downey	90242	562-417-2661
CA	OPR	Chang, Grace Eunsook (Grace)	5080 Hamner Ave	Eastvale	91752-1009	951-790-0211
CA	OPR	Anderson, Kelsey Leigh (Kelsey)	3340 Santa Anita Avenue	El Monte	91731-2423	626-313-0201
CA	OPR	Ruiz, Carol Ann (Carol)	740 N Pacific Coast Hwy	El Segundo	90245-3424	310-647-3181
CA	OPR	Atwater, Kyle Scott (Kyle)	8430 Bond Rd	Elk Grove	95624-9457	916-714-0744
CA	OPR	Putnam, Daniel Christopher (Danny)	194 N El Camino Real	Encinitas	92024-2890	760-517-6010
CA	OPR	Perry, Alyson Claire (Alyson)	17660 Ventura Blvd	Encino	91316-3742	818-881-8287
CA	OPR	Ciervo, Jordan Anthony (Jordan)	1290 Auto Park Way	Escondido	92029-2232	760-738-9200
CA	OPR	Eddy, Aaron Mark (Aaron)	1750 Travis Blvd	Fairfield	94533-3431	707-421-9631
CA	OPR	Crane, Matthew Scott (Matt)	2679 E Bidwell St	Folsom	95630-6404	916-817-2697
CA	OPR	Thornsberry, Joo Hyun Lee (Julie)	26792 Portola Pkwy	Foothill Ranch	92610-1712	949-699-3881
CA	OPR	Kosin, Daniel Arthur (Dan)	5245 Mowry Ave	Fremont	94538-1056	510-608-5771
CA	OPR	Kosin, Daniel Arthur (Dan)	5539 Auto Mall Pkwy	Fremont	94538-5128	510-353-1678
CA	OPR	Marthedal, Peter Jordan (Peter)	765 E Shaw Ave	Fresno	93710-7705	559-226-1967
CA	OPR	Middleton, Sonja Leigh (Sonja)	8040 N Blackstone Ave	Fresno	93720-1544	559-432-3622
CA	OPR	Cordy, Richard Thomas (Rick)	151 E Orangethorpe Ave	Fullerton	92832-3016	714-278-9888
CA	OPR	Myers, Philip Michael (Philip)	16210 Crenshaw Blvd	Gardena	90249-4835	310-243-2910
CA	OPR	Peterson, Robert Forker (Robert)	807 Americana Way	Glendale	91210-1509	747-273-0887
CA	OPR	Mayen Solorzano, Carlos D. (Carlos)	1247 S Lone Hill Ave	Glendora	91740-4507	909-394-3000
CA	OPR	Roepke, Wade Tyler (Wade)	4040 Douglas Blvd	Granite Bay	95746-5900	916-773-0737
CA	OPR	Wohlgemuth, Blake Aaron (Blake)	16961 Goldenwest St	Huntington Beac	92647-5443	714-941-9940
CA	OPR	Keefer, William Randall (Will)	6428 Irvine Blvd	Irvine	92620-2104	949-749-2136
CA	OPR	McBride, Jarrod Neil (Jarrod)	13490 Jamboree Rd	Irvine	92602-2308	714-442-2160
CA	OPR	Takata, Craig Shigemi (Craig)	4127 Campus Dr	Irvine	92612-2645	949-725-0230
CA	OPR	Purtell, Thomas Alexander Jr. (Thomas)	1801 W Imperial Hwy	La Habra	90631-6969	562-398-4176
CA	OPR	Preciado, Richard Ray (Rick)	8200 Parkway Dr	La Mesa	91942-2406	619-465-4812
CA	OPR	Puranaputra, Nattee Mark (Mark)	14303 Firestone Blvd	La Mirada	90638-5536	714-521-5400
CA	OPR	Howery, Mark Douglas (Mark)	27712 Antonio Pkwy	Ladera Ranch	92694-1135	949-444-4001
CA	OPR	Scott, Elizabeth Marie (Beth)	24011 El Toro Rd	Laguna Hills	92653-3103	949-458-3544
CA	OPR	Howery, Mark Douglas (Mark)	28201 Crown Valley Pkwy	Laguna Niguel	92677-1461	949-448-8447
CA	OPR	Goettsche, Cameron Paul (Cameron)	18601 Dexter Ave	Lake Elsinore	92532-2241	951-471-1123
CA	OPR	Hensen, Robert James (Robert)	4895 Candlewood St	Lakewood	90712-1832	562-408-2543
CA	TMP	Leon, Itzajadet	1331 W Avenue K	Lancaster	93534-5923	661-495-0075
CA	OPR	McCain, John Tyler (Tyler)	1754 N Livermore Ave	Livermore	94551-7830	925-273-7555
CA	OPR	Bergstrom, Kristie Ann (Kristie)	4401 E Pacific Coast Hwy	Long Beach	90804-2117	562-494-7310
CA	OPR	Bergstrom, Kristie Ann (Kristie)	3290 Atlantic Avenue	Long Beach	90807	562-270-6221
CA	OPR	Howard, John Arthur III (John)	7681 Carson Blvd	Long Beach	90808-2367	562-425-4232
CA	OPR	Cillpam, Jeremiah John (Jeremiah)	6750 W Sunset Blvd	Los Angeles	90028-7117	323-533-1079
CA	OPR	Cillpam, Jeremiah John (Jeremiah)	1011 N Western Ave	Los Angeles	90029-2309	323-957-3045
CA	OPR	Eaves, Amber Kathryne (Amber)	10250 Santa Monica Blvd Ste FC4	Los Angeles	90067-6482	310-557-9661
CA	OPR	Evans, Danielle Nicole (Danielle)	660 S Figueroa St Ste 100	Los Angeles	90017-3573	213-624-2001
CA	OPR	Hollar, Julian Remy (Julian)	11750 Jefferson Blvd	Los Angeles	90230-6308	310-391-8364
CA	OPR	Kim, Eric (Eric)	900 Westwood Blvd	Los Angeles	90024-2905	310-443-8900
CA	OPR	Morrow, Erica Denise (Erica)	2310 S La Cienega Blvd	Los Angeles	90034-1610	310-845-7020
CA	OPR	Park, Andrew Minki (Andrew)	3758 S Figueroa St	Los Angeles	90007-4315	213-747-8721
CA	OPR	Webster, Stanley Cortez (Stanley)	6801 S La Cienega Blvd	Los Angeles	90045-2012	310-995-8877
CA	OPR	Payton, Micah Richard (Micah)	1405 E Yosemite Ave	Manteca	95336-5005	209-239-2000
CA	OPR	Wilkey, Shane Hunter (Shane)	29847 Haun Rd	Menifee	92586-6539	951-430-2225
CA	OPR	Johnson, Christopher Wayne (Chris)	755 E Calaveras Blvd	Milpitas	95035-5435	408-404-4314
CA	OPR	Jugo, Brett Steven (Brett)	27845 Santa Margarita Pkwy	Mission Viejo	92691-6701	949-268-9800
CA	OPR	Turner, Lamar Donvon (Lamar)	820 W Huntington Dr	Monrovia	91016-3145	626-825-7064

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CA	OPR	Li, Morris Hongwen (Morris)	5000 Market Place Dr	Monterey Park	91755-7426	323-726-6801
CA	OPR	Jeppsen, Eric Warren (Eric)	27960 Clinton Keith Rd	Murrieta	92563-8554	951-587-1102
CA	OPR	Jones, Jennifer Jane (Jenny)	24794 Madison Ave	Murrieta	92562-9726	951-677-5173
CA	OPR	Gonzales, Michael (Michael)	400 Mile of Cars Way	National City	91950-8536	619-505-9103
CA	OPR	Takata, Craig Shigemi (Craig)	401 Newport Center Dr Ste A108	Newport Beach	92660-6963	949-719-0664
CA	OPR	Schopp, Kenneth William Jr. (Kenny)	5643 Lankershim Blvd	North Hollywood	91601-1723	818-850-7898
CA	OPR	Bankhardt, Lindsay Elizabeth (Lindsay)	18521 Devonshire St	Northridge	91324-1308	818-741-1234
CA	OPR	Barrientos, Julio Cesar (Julio)	8875 Tampa Ave	Northridge	91324-3520	818-882-3106
CA	OPR	Khansarinia, Farid (Farid)	12555 Imperial Hwy	Norwalk	90650-3136	562-466-0000
CA	OPR	Schivley, Christopher Jay (Chris)	10710 Firestone Blvd	Norwalk	90650-7412	562-239-4049
CA	OPR	Bradley, Justin Kyle (Justin)	35 Rowland Way	Novato	94945-5001	415-328-1771
CA	OPR	Hooper, Jonathan Wesley (Jon)	1525 40th Street	Oakland	94608	510-410-0759
CA	OPR	Hoffman, Adam Sturges (Adam)	3475 Marron Rd	Oceanside	92056-4673	760-576-3128
CA	OPR	Garcia, Christine Leanne (Christine)	4350 Ontario Mills Pkwy	Ontario	91764-5106	909-490-5203
CA	OPR	Benson, Kendall Jon (Kendall)	202 S Main St	Orange	92868-3844	714-794-3050
CA	OPR	Worsham, Larry Wayne (Larry)	2575 N Tustin St	Orange	92865-3002	714-685-1707
CA	OPR	Ellenberg, Matthew Stephen (Matt)	2040 N Rose Ave	Oxnard	93036-5052	805-988-9232
CA	OPR	Shaffer, Robert Vernon (Robert)	851 Town Center Dr	Oxnard	93036	805-561-1990
CA	OPR	Peck, David S. (David)	73070 Dinah Shore	Palm Desert	92211	760-636-8042
CA	TMP	Foster, Andrew (Drew)	732 W Rancho Vista Blvd	Palmdale	93551-3713	661-947-7700
CA	OPR	Gwacham, Adaobi Chinelo (Adaobi)	1700 E Colorado Blvd	Pasadena	91106-2115	626-793-7636
CA	OPR	Gwacham, Adaobi Chinelo (Adaobi)	790 N Lake Ave	Pasadena	91104-4557	626-345-9234
CA	OPR	Ortiz-Chavez, Ricardo (Ricardo)	1688 N Perris Blvd # K	Perris	92571-4709	951-657-0505
CA	OPR	May, Clayton Ramsey (C.R.)	9001 Whittier Blvd	Pico Rivera	90660-2409	562-245-3871
CA	OPR	Brugh, Mark Allen (Mark)	4717 Century Blvd	Pittsburg	94565-7109	925-753-1186
CA	OPR	Clifford, Aaron (Aaron)	5785 Johnson Dr	Pleasanton	94588-8002	925-331-8384
CA	OPR	Clifford, Aaron (Aaron)	4501 Hopyard Rd	Pleasanton	94588-2726	925-400-9494
CA	OPR	Stump, Jeremiah Michael (Jeremy)	13464 Poway Rd	Poway	92064-4714	858-668-3434
CA	OPR	Vizitiu, Liviu (Liviu)	2354 Sunrise Blvd	Rancho Cordova	95670-4343	916-853-9100
CA	OPR	Rasshan, Taharqa Osaar Gordon (Osaar)	12190 Foothill Blvd	Rancho Cucamon	91739-9335	909-899-4707
CA	OPR	Alhindi, Ahab Elias (Ahab)	1477 Hilltop Dr Unit H1	Redding	96003-4192	530-319-7361
CA	OPR	Crum, William Hayne (William)	27520 W Lugonia Ave	Redlands	92374-2017	909-307-8719
CA	OPR	Simpson, Jeremy Ray (Jeremy)	1919 Artesia Blvd	Redondo Beach	90278-2907	310-697-3339
CA	OPR	Collier, Reagan Elise (Reagan)	1531 Main St	Redwood City	94063-2119	650-701-0471
CA	OPR	Collier, Reagan Elise (Reagan)	536 Whipple Ave	Redwood City	94063-1124	650-701-0471
CA	OPR	Rodriguez, David Michael (Dave)	1150 Renaissance Pkwy	Rialto	92376-2404	909-235-4151
CA	OPR	Beard, Justin Shane (Justin)	3640 Central Ave	Riverside	92506-5902	951-300-2029
CA	OPR	Kisow, Scott Richard (Scott)	6299 Van Buren Blvd.	Riverside	92505	951-335-5900
CA	OPR	Molinari, Jason Michael (Jason)	2885 Canyon Springs Pkwy	Riverside	92507-0907	951-656-6503
CA	OPR	Dyer, Jason Allan (Jason)	4600 Sierra College Blvd	Rocklin	95677-3801	916-652-7525
CA	OPR	Bains, Jaswinder S. (Jas)	5080 Redwood Dr	Rohnert Park	94928-7905	707-585-7462
CA	OPR	Lavin, Benjamin Emil (Ben)	912 Pleasant Grove Blvd	Roseville	95678-6126	916-773-5558
CA	OPR	Mason, Eric Scott (Eric)	4644 Madison Ave	Sacramento	95841-2515	916-344-0100
CA	OPR	Paul, Joshua D. (Joshua)	2101 Alta Arden Expy	Sacramento	95825-2221	916-922-2814
CA	OPR	Tanner, Samuel Grayson (Grayson)	8104 Delta Shores Cir S	Sacramento	95832-9100	916-665-2481
CA	OPR	Chroman, Jordan Samuel (Jordan)	1800 Northridge Mall	Salinas	93906-2055	831-443-2023
CA	TMP	Brumfiel, Benjamin (Ben)	495 W Avenida Vista Hermosa	San Clemente	92672	949-486-6023
CA	OPR	Ciervo, Jared Andrew (Jared)	9370 Scranton Rd	San Diego	92121-1752	858-450-4417
CA	OPR	Hughes, Matthew Lee (Matt)	3570 Sports Arena Blvd	San Diego	92110-4919	619-758-1555
CA	OPR	Lunn, Tyler C. (Tyler)	10750 Camino Ruiz	San Diego	92126-2305	858-566-7800
CA	OPR	Mercer, Jonathon Gage (Gage)	5323 Mission Center Rd	San Diego	92108-1301	619-213-1565
CA	OPR	Murdock, Glenn John (Glenn)	5955 Balboa Ave	San Diego	92111-2711	858-277-3333
CA	OPR	Tucker Mares, Jonathan Dereck (Jon)	804 Dennery Rd	San Diego	92154-8472	619-743-9117
CA	OPR	Weston, Jonathan Kyle (Kyle)	11670 Carmel Mountain Rd	San Diego	92128-4621	858-613-0573

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CA	OPR	Zuidema, Eric Thomas (Eric)	17115 Camino Del Sur	San Diego	92127-2536	858-759-1865
CA	OPR	Balderas, Shannon Lane (Shannon)	2280 Monterey Hwy	San Jose	95112-6014	408-975-6102
CA	OPR	Jones, Zachary Tanner (Zach)	5815 Silver Creek Valley Place	San Jose	95138-1059	408-365-2975
CA	OPR	Mott, Joshua Christian (Josh)	1162 Blossom Hill Rd	San Jose	95118-3113	408-978-7705
CA	OPR	Wong, Tak Wai (Will)	53 Headquarters Dr	San Jose	95134-1357	408-526-0600
CA	OPR	Lewis, Christopher Eugene (Chris)	31872 Del Obispo St	San Juan Capistr	92675-3204	949-392-2647
CA	OPR	Ciervo, Jordan Anthony (Jordan)	587 Grand Ave	San Marcos	92078-1234	760-736-8105
CA	OPR	Brakke, Peter Lange (Peter)	1701 N Tustin Avenue	Santa Ana	92705	714-662-9599
CA	OPR	Stewart, Tony Alexander (Tony)	3601 S Bristol St	Santa Ana	92704-7301	714-540-0020
CA	OPR	Collins, Travis Lyle (Travis)	3707 State St	Santa Barbara	93105-3103	805-687-0450
CA	OPR	Cho, Joseph (Joe)	1950 El Camino Real	Santa Clara	95050-4161	408-551-0201
CA	OPR	Williams, Thomas Austin Patrick Jr. (Tom)	24180 Magic Mountain Pkwy	Santa Clarita	91355-3914	661-799-3663
CA	OPR	Khansarinia, Farid (Farid)	13225 Telegraph Rd	Santa Fe Springs	90670-4047	562-352-9005
CA	OPR	Hickox, Joseph C. (Joey)	605 E Betteravia Rd	Santa Maria	93454-7025	805-347-1044
CA	OPR	Brown, Edward E. Jr. (Eddie)	2207 Lincoln Blvd	Santa Monica	90405-1320	310-392-2499
CA	OPR	Medford, Christopher Allen (Chris)	1452 Mendocino Ave	Santa Rosa	95401-4314	707-542-2456
CA	OPR	Zimmerman, Zachary Martin (Zach)	9418 Mission Gorge Rd	Santee	92071-3847	619-562-0774
CA	OPR	Carr, Scott Christopher (Scott)	12101 Seal Beach Blvd	Seal Beach	90740-2633	562-430-3060
CA	OPR	Alexander, Joshua M. (Josh)	2460 Sycamore Dr	Simi Valley	93065-2302	805-297-3252
CA	OPR	Pendray, Corey Michael (Corey)	5860 Firestone Blvd	South Gate	90280-3706	562-364-4432
CA	OPR	Thomas, Amber Tracy (Amber)	931 Sweetwater Rd	Spring Valley	91977-4837	619-940-6064
CA	OPR	Farage, April Lynn (April)	2628 W March Ln	Stockton	95207-6523	209-477-5936
CA	OPR	Chong, Arnold (Arnold)	550 W El Camino Real	Sunnyvale	94087-1210	408-830-9940
CA	OPR	Toth, James John (Jim)	40531 Margarita Rd	Temecula	92591-2859	951-296-6467
CA	OPR	Young, Joshua Stephen (Josh)	449 N Moorpark Rd	Thousand Oaks	91360-3706	805-379-1611
CA	OPR	Ghebrezghi, Ermias (Ermias)	819 W Carson St	Torrance	90502-2108	310-870-7047
CA	OPR	Ghebrezghi, Ermias (Ermias)	24630 Crenshaw Blvd	Torrance	90505-5307	310-563-7155
CA	OPR	Simpson, Jeremy Ray (Jeremy)	18200 Hawthorne Blvd	Torrance	90504-4509	310-371-7320
CA	OPR	Strickland, Brady Ralph (Brady)	21821 Hawthorne Blvd	Torrance	90503-7003	310-542-4636
CA	OPR	Goodman, Adam Jeffrey (Adam)	2889 Park Ave	Tustin	92782-2711	714-258-1400
CA	OPR	Hawkins, Edward Lee (Ed)	1949 N Campus Ave	Upland	91784-1667	909-931-7123
CA	OPR	Hawkins, Edward Lee (Ed)	335 S Mountain Ave	Upland	91786-7032	909-493-2944
CA	OPR	Parker, Joshua Barrett (Josh)	2081 Harbison Dr	Vacaville	95687-3911	707-447-1269
CA	OPR	Eraso, Jose Ignacio (Ignacio)	1191 Admiral Callaghan Ln	Vallejo	94591-3701	707-648-7001
CA	OPR	Hollar, Julian Remy (Julian)	4050 Lincoln Blvd	Venice	90292-5614	310-301-3330
CA	OPR	Shaffer, Robert Vernon (Robert)	1321 Eastman Ave	Ventura	93003-6467	805-339-0977
CA	OPR	Zimmerman, Kyle Andrew (Kyle)	12180 Mariposa Rd	Victorville	92395-6006	760-355-6637
CA	OPR	Gomez, Luis Alberto (Luis)	475 Hacienda Dr	Vista	92081-6687	760-607-9373
CA	OPR	Allen, Brent Bradford (Brent)	2750 N Main St	Walnut Creek	94597-2732	925-295-0780
CA	OPR	Hernandez, Daniel (Danny)	3041 E Garvey Ave N	West Covina	91791-1707	626-239-3018
CA	OPR	Hernandez, Daniel (Danny)	200 S Vincent Ave	West Covina	91790-2905	626-210-2693
CA	OPR	Brodie, Dakata Barron (Dakata)	6400 Fallbrook Ave	West Hills	91307-3553	818-912-6118
CA	OPR	Young, Joshua Stephen (Josh)	3771 E Thousand Oaks Blvd	Westlake Village	91362-3607	805-379-0790
CA	OPR	Wohlgemuth, Blake Aaron (Blake)	16388 Beach Blvd	Westminster	92683-7858	714-847-3847
CA	OPR	Purtell, Thomas Alexander Jr. (Thomas)	15600 Whittier Blvd	Whittier	90603-1371	562-902-1550
CA	OPR	Wright, K'Dream Noelle (Dream)	20101 Ventura Blvd	Woodland Hills	91364-2545	818-703-3002
CA	OPR	Mauga, Kelley Renee (Kelley)	22450 Old Canal Rd	Yorba Linda	92887-4638	714-685-9402
CA	OPR	Redmon, Charles Christopher (Chris)	31479 Avenue E	Yucaipa	92399-1604	909-321-2800
CO	OPR	Chalmers, Lori Ellen (Lori)	5236 Wadsworth Byp	Arvada	80002-3730	303-420-3000
CO	OPR	O'Leary, Sheri Lynn (Sheri)	7809 Wadsworth Blvd	Arvada	80003-2107	303-456-1700
CO	OPR	Arangua, Karen Michelle (Karen)	14310 E Alameda Ave	Aurora	80012-2520	303-366-0779
CO	OPR	Bridge, Adam Richard (Adam)	5600 S Parker Rd	Aurora	80015-1110	303-766-9170
CO	OPR	Smith, Daniel Tate (Tate)	1198 S Havana St	Aurora	80012-4008	303-745-7872
CO	OPR	Weeks, Marcus Shane (Shane)	24400 E Smoky Hill Rd	Aurora	80016-1385	303-690-4110

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CO	OPR	Williams, Matthew Clark (Matt)	3444 N Salida Ct	Aurora	80011-5029	720-990-8100
CO	OPR	Halbritter, Vickie Angela (Vickie)	2035 Prairie Center Pkwy	Brighton	80601-7015	303-655-1404
CO	OPR	Wehn, Scott Louis (Scott)	4260 W 121st Ave	Broomfield	80020-5661	720-881-7987
CO	OPR	Weber, Joseph Daniel III (Joe)	6353 Promenade Pkwy	Castle Rock	80108-1923	303-663-7359
CO	OPR	Weber, Joseph Daniel III (Joe)	346 Metzler Dr	Castle Rock	80108-7682	303-660-0999
CO	OPR	Schoenly, Cody Bradford (Cody)	6907 S University Blvd Ste 201	Centennial	80122-1516	303-795-0049
CO	OPR	Braun, Tucker Philip (Tucker)	505 N Academy Blvd	Colorado Spring	80909-8300	719-785-0565
CO	OPR	Gutteridge, Frank Rencher III (Trace)	391 Spectrum Loop	Colorado Spring	80921-3800	719-487-9790
CO	OPR	Jeffcoat, Matthew Edmund (Matt)	1620 S Nevada Ave	Colorado Spring	80905-2222	719-632-6376
CO	OPR	Saxby, Ryan S. (Ryan)	7990 N Academy Blvd	Colorado Spring	80920-3902	719-598-4646
CO	OPR	Taylor, Robert Lynn (Rob)	3710 Bloomington St	Colorado Spring	80922-3200	719-596-3577
CO	OPR	Taylor, Robert Lynn (Rob)	5905 Dublin Blvd	Colorado Spring	80923-7474	719-597-6008
CO	OPR	Watson, Randall Wayne (Randy)	575 Garden of the Gods Rd	Colorado Spring	80907-3501	719-531-7320
CO	OPR	Andrews, Daniel Michael (Daniel)	2710 S Colorado Blvd	Denver	80222-6602	303-757-4320
CO	OPR	Brock, Kevin Ray (Kevin)	3725 E Colfax Ave	Denver	80206-1810	303-377-1117
CO	OPR	Smith, Daniel Tate (Tate)	7785 E Hampden Ave	Denver	80231-4806	303-755-4000
CO	OPR	Sutton, Jason Patrick (Jason)	3601 Quebec St	Denver	80207-1605	303-355-2221
CO	OPR	Courtois, Daniel J. (Dan)	1901 Sheridan Blvd	Edgewater	80214-1325	303-274-3699
CO	OPR	Andrews, Daniel Michael (Daniel)	3085 S Broadway	Englewood	80113-1528	303-781-1115
CO	OPR	Wehn, Scott Louis (Scott)	10280 Federal Blvd	Federal Heights	80260-6171	720-887-1676
CO	OPR	Stein, Stevan David (Stevan)	3605 S College Ave	Fort Collins	80525-3009	970-377-9644
CO	OPR	Morgan, Kyle Thomas (Kyle)	7925 Fountain Mesa Rd	Fountain	80817-1535	719-312-3123
CO	OPR	Bikis, Jekabs (Jekabs)	430 S Colorado Blvd	Glendale	80246-1207	303-333-3828
CO	OPR	Walsh, Joseph Patrick III (Joe)	522 Bogart Ln	Grand Junction	81505-7113	970-241-0352
CO	OPR	Rotramel, Kenneth David (Ken)	4555 Centerplace Dr	Greeley	80634-3757	970-330-4421
CO	OPR	Goettsche, Craig Robert (Craig)	9331 E Arapahoe Rd	Greenwood Villa	80112-3606	303-706-0106
CO	OPR	Brock, Christopher R. (Chris)	3700 E Highlands Ranch Pkwy	Highlands Ranch	80126-7804	303-346-0010
CO	OPR	Khan, Azim Ramon (Azim)	950 Cpl Max Donahue Ln	Highlands Ranch	80129-2312	303-470-1300
CO	OPR	Johnson, Frank Arthur (Frank)	14730 W Colfax Ave	Lakewood	80401-3200	303-271-1131
CO	OPR	Zuschlag, Matthew Peter (Matt)	565 S Vance St	Lakewood	80226-3308	303-927-6303
CO	OPR	Barker, John David (John)	5260 S Wadsworth Blvd	Littleton	80123-2226	720-922-1999
CO	OPR	Plain, Lauren Marie (Lauren)	7301 S Santa Fe Dr Unit 900	Littleton	80120-2976	303-797-9564
CO	OPR	Plain, Lauren Marie (Lauren)	9976 W Remington Pl	Littleton	80128-9282	720-922-2070
CO	OPR	Clancey, Michael Kevin (Michael)	9091 Westview Rd	Lone Tree	80124-5134	303-790-9891
CO	OPR	Voyles, Thomas Wade (Wade)	8515 Park Meadows Center Dr	Lone Tree	80124-5012	303-649-2113
CO	OPR	Gooch, Brent Alan (Brent)	215 Ken Pratt Blvd	Longmont	80501-8991	303-772-9642
CO	OPR	Orlando, Frank Todd (Todd)	1545 Rocky Mountain Ave	Loveland	80538-8715	970-593-0044
CO	OPR	Griffin, Donald Lee (Don)	9335 Crown Crest Blvd	Parker	80138-8573	303-805-8575
CO	OPR	Miller, Sydney R. (Sydney)	1535 W US Highway 50	Pueblo	81008-1643	719-424-3838
CO	OPR	Barker, John David (John)	4090 River Point Pkwy	Sheridan	80110-3316	303-781-0264
CO	OPR	Anderson, Nathan Charles (Nathan)	2580 Coalton Rd	Superior	80027-4632	303-410-7050
CO	OPR	Goettsche, Barrie Cheryl (Barrie)	16670 Washington St	Thornton	80023-8963	720-324-4045
CO	OPR	Wehn, Scott Louis (Scott)	1301 E 120th Ave	Thornton	80233-5714	720-889-1471
CO	OPR	Stein, Stevan David (Stevan)	4531 Weitzel St Timnath CO80547	Timnath	80547-4417	970-482-4183
CO	OPR	Yahara, Charles Wesley (Wes)	14275 Orchard Pkwy	Westminster	80023-9278	303-280-9687
CO	OPR	Johnson, Frank Arthur (Frank)	3700 Youngfield Street	Wheat Ridge	80033	303-285-9545
CT	OPR	Scanlon, Devon McCaffrey (Devon)	156 Federal Rd	Brookfield	06804-2515	203-775-7976
CT	OPR	Scanlon, Devon McCaffrey (Devon)	7 Backus Ave	Danbury	06810-7422	203-796-1037
CT	OPR	Webb, Colby James (Colby)	25 Hazard Ave	Enfield	06082-3725	860-253-0469
CT	OPR	Beattie, Richard M. (Rich)	750 Post Road & 42 Elliot Street	Fairfield	06824	203-254-8355
CT	OPR	Snook, Jordan A. (Jordan)	2941 Main St	Glastonbury	06033-1094	860-633-0800
CT	OPR	Ottaway, Alexander Scott (Alex)	1428 Pleasant Valley Rd	Manchester	06042-8761	860-812-0307
CT	OPR	Stewart, Roberta J. (Bobbi)	3240 Berlin Tpke	Newington	06111-4628	860-665-0048
CT	OPR	Gaudiano, Sarah Elizabeth (Sarah)	560 Universal Dr N	North Haven	06473	203-234-0300

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

CT	OPR	Bullock, Archer Winfield Jr. (Archer)	467 Connecticut Ave	Norwalk	06854	203-831-0196
CT	OPR	Smith, Peter Andrew (Peter)	801 Bridgeport Ave	Shelton	06484-4714	
CT	OPR	Hartman, Michael M. (Mike)	801 Queen St	Southington	06489-1507	
CT	OPR	Langston, Benjamin Todd (Todd)	1098 N Colony Rd	Wallingford	06492-1728	203-265-4747
CT	OPR	Jackson, Daryl (Daryl)	509 New Park Ave	West Hartford	06110-1326	860-461-1691
DC	OPR	Chesson, Jessie Adele (Jessie)	2410 Market St NE	Washington	20018-3851	
DC	OPR	Haynes, Nathaniel (Treh)	3100 14th St NW	Washington	20010-2415	202-986-3290
DC	OPR	Ishmal, Earl Lese III (Earl)	1401 Maryland Ave NE	Washington	20002-5036	
DC	OPR	Kang, Deeben Soo (DK)	707 G St NW	Washington	20001-3716	202-855-4612
DC	OPR	McCray, Kristen Maria (Kristen)	4505 Wisconsin Ave NW	Washington	20016-4619	202-244-4514
DC	OPR	Smith, Andrew Wayne (Andrew)	1214 18th St NW	Washington	20036-2538	
DC	OPR	Thompson, Alan L. (Alan)	220 Riggs Rd NE	Washington	20011	
DE	OPR	Marcus, Adam Joseph (Adam)	1101 Quintilio Dr	Bear	19701-6003	302-834-4816
DE	OPR	DiFava, Ronald (Ron)	4044 S Dupont Hwy	Camden	19934-1370	302-697-6150
DE	OPR	DiFava, Ronald (Ron)	1440 N Dupont Hwy	Dover	19901-2213	302-554-1131
DE	OPR	Wood, Kevin M. (Kevin)	701 S Ridge Ave	Middletown	19709-4653	302-376-7700
DE	OPR	Hayes, Zachary Tyler (Zach)	698 N Dupont Blvd # C	Milford	19963-1002	302-422-8825
DE	OPR	Sweetman, Timothy James (Tim)	30141 Commerce Dr	Millsboro	19966-3591	302-217-1099
DE	OPR	Marcus, Adam Joseph (Adam)	107 S Dupont Hwy	New Castle	19720-4127	302-834-4816
DE	OPR	Marcus, Adam Joseph (Adam)	204 Christiana Mall	Newark	19702-3204	302-737-3200
DE	OPR	Trader, Randolph Luke (Luke)	4657 Ogletown Stanton Rd	Newark	19713-2006	302-737-3400
DE	OPR	Digges, Jacob Robert (Jacob)	19531 Coastal Hwy	Rehoboth Beach	19971-6139	302-212-2170
DE	OPR	Vonhof, Michael G. (Mike)	22932 Sussex Hwy	Seaford	19973-5868	302-628-3003
DE	OPR	Stephenson, Allie Marie (Allie)	4737 Concord Pike Ste 760	Wilmington	19803-1452	302-478-7763
DE	OPR	Sweers, Katelynn Breana (Kate)	3260 Kirkwood Hwy	Wilmington	19808-6130	302-394-6224
FL	OPR	Castellano, Chase Michael Angelo (Chase)	451 E Altamonte Dr	Altamonte Sprin	32701-4613	407-834-6669
FL	OPR	Yurchak, Frank Joseph (Frank)	234 W State Road 436	Altamonte Sprin	32714-4202	407-786-2274
FL	OPR	Holland, Melanie Ann (Melanie)	2488 E Semoran Blvd	Apopka	32703-5800	407-865-7071
FL	OPR	Probe, James Daniel (James)	21175 Biscayne Blvd	Aventura	33180-1215	305-509-6652
FL	OPR	Kranitz, William Justin (Justin)	475 E Van Fleet Dr	Bartow	33830-3835	863-578-5200
FL	OPR	Kiedis, Robert Paul (Paul)	9536 Glades Rd	Boca Raton	33434-3945	561-232-3572
FL	OPR	Kiedis, Robert Paul (Paul)	6000 Glades Rd Ste 1166c	Boca Raton	33431-7255	561-347-1622
FL	OPR	Ripple, William Brent (Brent)	1277 W Palmetto Park Rd	Boca Raton	33486-3317	561-208-1047
FL	OPR	Mize, Justin David (Justin)	8796 Boynton Beach Blvd	Boynton Beach	33472-4423	561-536-2256
FL	OPR	Mize, Justin David (Justin)	1560 W Boynton Beach Blvd	Boynton Beach	33436-4602	561-752-0790
FL	OPR	Hoeksema, Nathanael John (Nathan)	4573 14th St W	Bradenton	34207-1429	941-727-7313
FL	OPR	Hoeksema, Nathanael John (Nathan)	4311 Manatee Ave W	Bradenton	34209-3914	941-200-3880
FL	OPR	Ith, Jonathan Vaty (Jonathan)	5206 73rd Ln E	Bradenton	34203-8912	941-751-9993
FL	OPR	Holmberg, Paul W. (Paul)	11325 Causeway Blvd	Brandon	33511-2904	813-655-1237
FL	OPR	Jones, Jeffrey Eric (Jeff)	1504 E Brandon Blvd	Brandon	33511-5625	813-661-2300
FL	OPR	White, Bryan Paul (Bryan)	519 Brandon Town Center Mall	Brandon	33511-4725	813-654-6769
FL	OPR	Mitten, John Richard (John)	13143 Cortez Blvd	Brooksville	34613-7802	352-596-2826
FL	OPR	Cossette, William Christopher (Billy)	1790 NE Pine Island Rd	Cape Coral	33909-1734	239-242-8748
FL	OPR	Sanchez, Ricardo Enrique (Ricardo)	15801 N Dale Mabry Hwy	Carrollwood	33618-1646	813-269-0717
FL	OPR	Mir, Gustavo Rafael (Gus)	3423 Ulmerton Rd	Clearwater	33762-4216	727-572-7775
FL	OPR	Voor, Russell Keith (Russ)	2516 Gulf To Bay Blvd	Clearwater	33765-4411	727-723-1992
FL	OPR	Voor, Russell Keith (Russ)	2525 Countryside Boulevard	Clearwater	33761	727-791-1808
FL	OPR	DeStefano, Rocco Joseph (Rocky)	16110 Hammock Ridge Road	Clermont	34711	352-241-8680
FL	OPR	DeStefano, Rocco Joseph (Rocky)	2585 E Highway 50	Clermont	34711-6051	352-241-7076
FL	OPR	Gaddie, Andrew M. (Andrew)	644 US Highway 27	Clermont	34714-8908	352-243-2909
FL	OPR	Baillio, Brent Michael (Brent)	4670 N State Road 7	Coconut Creek	33073-3901	954-834-6877
FL	OPR	Poeana, Samuel (Samuel)	1341 N University Dr	Coral Springs	33071-8316	954-753-0779
FL	OPR	Schisler, Kyle Michael (Kyle)	3000 S Ferdon Blvd	Crestview	32536-8477	850-398-6995
FL	OPR	Neal, Rutherford Bernard (Rudy)	43568 Highway 27	Davenport	33837-6812	863-866-2007

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

FL	OPR	Fitzpatrick, William Scott (Scott)	15990 SW 41st St	Davie	33331-1544	954-384-5113
FL	OPR	Hodges, Felix Allen (Felix)	5700 South University Drive	Davie	33328	954-680-1620
FL	OPR	Hodges, Felix Allen (Felix)	1900 S University Dr	Davie	33324-5849	954-472-1123
FL	OPR	Kirby, Christopher Joseph (Chris)	100 N Williamson Blvd	Daytona Beach	32114-7129	386-252-8232
FL	OPR	Baillio, Brent Michael (Brent)	3648 W Hillsboro Blvd	Deerfield Beach	33442-9405	954-570-0404
FL	OPR	Neil, Daniel Afton (Daniel)	2760 US Highway 331 S	Defuniak Springs	32435-3714	850-307-5123
FL	OPR	Vance, Jamey Alexander (Jamey)	2295 S Woodland Blvd	Deland	32720-8633	386-738-0062
FL	OPR	Benitez, Erik (Erik)	4775 W Atlantic Ave	Delray Beach	33445-3838	561-908-2721
FL	OPR	Leffert, Susan Morris (Susan)	1800 S Federal Hwy	Delray Beach	33483-3311	561-265-0321
FL	OPR	Hill, Tripp Hunter (Tripp)	1021 Highway 98 E	Destin	32541-2908	850-502-2296
FL	OPR	Zaldivar, Victor Manuel (Victor)	9815 NW 41st St	Doral	33178-2969	305-593-7881
FL	OPR	Bradburn, James Allan (Allan)	21900 S Tamiami Trl	Estero	33928-3231	239-498-8700
FL	OPR	McClarnon, William James (Billy)	80 Oxford Rd	Fern Park	32730-2103	321-444-6536
FL	OPR	Arnold, Cary A. (Cary)	1541 County Road 220	Fleming Island	32003-7926	904-264-3644
FL	OPR	Justiniano, Rolando Jr. (Rolando)	2650 N Federal Hwy	Fort Lauderdale	33306-1422	888-582-8121
FL	OPR	Adkins, Bruce Dane (Bruce)	4752 Colonial Blvd	Fort Myers	33966-1034	239-936-6317
FL	OPR	Glanvill, Peter Alan (Peter)	13610 S Tamiami Trl	Fort Myers	33912-1624	239-433-9030
FL	OPR	van der Kooy, Kevin Ryan (Kevin)	9980 Interstate Commerce Dr	Fort Myers	33913-8260	239-437-4800
FL	OPR	Sanz, Sean Michael (Sean)	5560 Okeechobee Rd	Fort Pierce	34947-5316	
FL	OPR	Sexton, William Matthew (Matthew)	122 Eglin Pkwy NE	Fort Walton Bea	32548-4917	850-301-0093
FL	OPR	Sexton, William Matthew (Matthew)	743 Beal Pkwy Nw	Fort Walton Bea	32547-3045	850-315-2697
FL	OPR	Allen, William Ernest IV (Will)	6419 W Newberry Rd Ste G8	Gainesville	32605-4390	352-331-6691
FL	OPR	Bentley, Patrick Landon (Landon)	1340 W University Ave	Gainesville	32603-2308	352-376-4000
FL	OPR	Holloway, Raymond Cecil III (Ray)	3621 SW Archer Rd	Gainesville	32608-2412	352-204-5757
FL	OPR	Holloway, Raymond Cecil III (Ray)	3938 SW Archer Rd	Gainesville	32608-2342	352-373-9988
FL	OPR	Moceri, Nicole Roberto (Nicole)	6275 Lantana Rd	Greenacres	33463-6714	561-296-4689
FL	OPR	Stopper, John William II (John)	310 Gulf Breeze Pkwy	Gulf Breeze	32561-4492	850-932-5400
FL	OPR	Bowles, Cynthia Gay (Cynthia)	1600 W 49th St	Hialeah	33012-2931	786-422-1500
FL	OPR	Sampayo, Antonio Jose (Tony)	5870 NW 183rd St	Hialeah	33015-6023	305-615-1532
FL	OPR	Sandoval, Raul (Raul)	495 W 49th St	Hialeah	33012-3602	786-845-6516
FL	OPR	Brown, Jack W. Jr. (Jack)	4461 Southside Blvd	Jacksonville	32216-5402	904-646-9333
FL	OPR	Bryant, Benjamin J. (Ben)	7147 Philips Hwy	Jacksonville	32256-6801	904-281-1000
FL	OPR	Bucy, Jeffery M. (Jeff)	4625 Town Center Pkwy	Jacksonville	32246-7400	904-928-9498
FL	OPR	Campbell, Charles Wayne (Chuck)	14020 Lunar Dr	Jacksonville	32218-7241	904-757-1430
FL	OPR	Crawford, Darrell Michael (Darrell)	4495 Roosevelt Blvd Ste 601	Jacksonville	32210-3387	904-387-1322
FL	OPR	Gillis, Eric Mathew (Eric)	3280 Oak Bluff Ln	Jacksonville	32257-6221	904-292-4668
FL	OPR	Kramer, Robert John (Robert)	9398 Atlantic Blvd	Jacksonville	32225-8219	904-724-4828
FL	OPR	Mayo, Joseph Lynn (Joe)	9630 Applecross Rd	Jacksonville	32222-5818	904-908-4488
FL	OPR	Parker, Joel Morgan (Joel)	10300 Southside Blvd Ste 310	Jacksonville	32256-0746	904-363-1144
FL	OPR	Parker, Joel Morgan (Joel)	9980 Southside Blvd	Jacksonville	32256-0783	904-519-0505
FL	OPR	Sowers, Melinda McLeod (Melinda)	13375 Atlantic Blvd	Jacksonville	32225-5569	904-221-0067
FL	OPR	Walker, Jason Charles (Jason)	3814 University Blvd W	Jacksonville	32217-2202	904-712-6000
FL	OPR	Wier, Jeffrey Dean (Jeff)	13672 Beach Blvd	Jacksonville	32224-1206	904-992-2232
FL	OPR	Coleman, Todd Lindsey (Todd)	590 Marsh Landing Pkwy	Jacksonville Bea	32250-5850	904-280-0255
FL	OPR	Buchanan, Nathan Douglas (Nathan)	3745 NW Federal Hwy	Jensen Beach	34957	772-446-1246
FL	TMP	Nixon, Jessica (Jess)	3278 Nw Federal Hwy	Jensen Beach	34957-4442	772-692-2322
FL	OPR	Burkhead, Tyler Steven (Tyler)	7891 W Irlo Bronson Memorial Hwy	Kissimmee	34747-1739	407-787-4001
FL	OPR	Koepsell, David Graham (Dave)	6050 W Irlo Bronson Memorial Hwy	Kissimmee	34747-4515	407-566-9808
FL	OPR	Lytle, Timothy James (Tim)	3286 N John Young Pkwy	Kissimmee	34741-7549	407-935-0102
FL	OPR	Nascimento, Renato (Renato)	4450 W Vine St	Kissimmee	34746-5315	407-787-3332
FL	OPR	Sexton, Michael Stanley (Michael)	3200 W US Highway 90	Lake City	32055-4723	386-438-5549
FL	OPR	Schrieber, Steven Scott (Steven)	4420 W Lake Mary Blvd	Lake Mary	32746-3351	407-333-8875
FL	OPR	Hannon, Neil (Neil)	1262 Northlake Blvd	Lake Park	33403-2050	561-842-5805
FL	OPR	Brickhouse, Daniel Scott (Scott)	4625 S Florida Ave	Lakeland	33813-2123	863-607-9300

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

FL	OPR	Brickhouse, Daniel Scott (Scott)	4132 Us Highway 98 N	Lakeland	33809-3831	863-940-2828
FL	TMP	Kelly, Drew	3800 Us Highway 98 N Ste 692	Lakeland	33809-3828	863-859-4444
FL	OPR	Starnes, Jeremy Knight (Jeremy)	1197 W Lantana Rd	Lantana	33462-1514	561-244-8797
FL	OPR	Menendez, Anthony Luis (Tony)	10075 Ulmerton Rd	Largo	33771-4241	727-303-3155
FL	OPR	Chippeaux, Matthew Ryan (Matt)	17693 Harpers Run	Lutz	33558	813-303-1990
FL	OPR	Young, Britt Willis (Britt)	2349 Sun Vista Dr	Lutz	33559-6813	813-909-0953
FL	OPR	Dampier, Grace Oaks (Grace)	4930 Oakdale Blvd	Marianna	32448-5362	850-633-2334
FL	OPR	Urso, Michael Anthony (Mike)	3865 N Wickham Rd	Melbourne	32935-2310	321-433-5866
FL	OPR	Urso, Michael Anthony (Mike)	8300 N Wickham Rd	Melbourne	32940-7969	321-751-0801
FL	OPR	Watson, Bryan Markee (Bryan)	1700 W New Haven Ave Ste 407	Melbourne	32904-3985	321-984-0637
FL	OPR	Weeks, Michael Ray (Mike)	2955 Viera Boulevard	Melbourne	32940	321-636-3535
FL	OPR	Peterson, James Kersh (Kersh)	785 E Merritt Island Cswy	Merritt Island	32952-3516	321-765-9877
FL	OPR	Kaufmann, Karyna (Karyna)	7535 N Kendall Dr Ste 1440A	Miami	33156-7881	305-661-1173
FL	OPR	Leon, Pablo Mauricio (Mauricio)	9301 W Flagler St	Miami	33174-2407	305-553-5497
FL	OPR	Lindsey, Justin Dean (Justin)	12100 SW 88th St	Miami	33186-2004	305-901-6010
FL	OPR	Overby, Thomas Charles (Thomas)	1410 NW N River Dr	Miami	33125-2657	786-864-0400
FL	OPR	Sampayo, Antonio Jose (Tony)	16100 NW 57th Ave	Miami Lakes	33014-6715	305-512-4501
FL	OPR	Mayo, Joseph Lynn (Joe)	1710 Blanding Blvd	Middleburg	32068-3836	904-291-8220
FL	OPR	Capewell, Frederick Paul (Fred)	3211 Sw 160th Ave	Miramar	33027-4215	954-433-3890
FL	OPR	Hodges, Jude Ellis (Jude)	12355 Miramar Parkway	Miramar	33025	954-449-6836
FL	OPR	Ricks, Michael Allen (Mike)	52 Scenic Gulf Dr	Miramar Beach	32550-4929	850-846-6246
FL	OPR	Powell, Frederick Harold Jr. (Rick)	17240 Us Highway 441	Mount Dora	32757-6712	352-385-0046
FL	OPR	Hudson, Charles E. (Chip)	8610 Addison Place Dr	Naples	34119-7832	239-307-6050
FL	OPR	Rodriguez, Pedro Jason (P.J.)	5825 Airport Pulling Rd N	Naples	34109-2029	239-594-9777
FL	TMP	Rodgers, Neal	1874 Tamiami Trl N Spc Fc-7	Naples	34102-4813	239-263-2678
FL	OPR	Schiefer, Robert Peter (Robb)	1348 John Sims Pkwy E	Niceville	32578-2208	850-279-6070
FL	OPR	Feliz, Elias (Elias)	820 N Miami Beach Blvd	North Miami Bea	33162-3701	786-746-6800
FL	OPR	Hart, Andrew Kenneth (Drew)	3100 SW College Rd	Ocala	34474-7446	352-237-1576
FL	OPR	Williams, Jeromy Joe (Jeromy)	5048 SW 48th Avenue	Ocala	34474	352-850-5742
FL	OPR	Williams, Jeromy Joe (Jeromy)	3445 Sw College Rd	Ocala	34474-4429	352-854-2866
FL	OPR	Boast, Marshall Sidgmore (Sidge)	10620 W Colonial Dr	Ocoee	34761-2902	407-654-0904
FL	OPR	Fink, William John (Bill)	3740 Tampa Rd	Oldsmar	34677-6306	813-925-0117
FL	OPR	Vance, Jamey Alexander (Jamey)	1141 Saxon Blvd	Orange City	32763-8470	386-774-8625
FL	OPR	Phillips, Craig Jeffrey (Craig)	1925 Wells Rd	Orange Park	32073-2326	904-541-1111
FL	OPR	Addeo, Joseph Michael (Joe)	9500 McKenna Dr	Orlando	32819-8868	407-757-7001
FL	OPR	Beach, Matthew L. (Matt)	4181 Millenia Blvd	Orlando	32839-6409	407-698-5550
FL	OPR	Fish, Michael Edward (Mick)	6350 S Semoran Blvd	Orlando	32822-3205	407-816-0032
FL	OPR	Guarisco, Rucco Anthony III (Rock)	11709 Daryl Carter Parkway	Orlando	32821	407-379-1661
FL	OPR	Guarisco, Rucco Anthony III (Rock)	13524 State Road 535	Orlando	32821-6321	407-827-7032
FL	OPR	Johnson, Eric Stafford (Eric)	4752 S Kirkman Rd	Orlando	32811-3643	407-295-9034
FL	OPR	Jones, Kayley Elaine (Kayley)	7333 W Sand Lake Rd	Orlando	32819-5263	407-370-9295
FL	OPR	Lytle, Timothy James (Tim)	1500 Sand Lake Rd	Orlando	32809-7081	407-910-1177
FL	OPR	Lytle, Timothy James (Tim)	13085 S Orange Blossom Trl	Orlando	32837-6596	407-251-4612
FL	OPR	Naylor, John Thomas (John)	4200 Conroy Rd Ste 245	Orlando	32839-2449	407-226-9945
FL	OPR	Parks, Randy John (Randy)	2448 E Colonial Dr	Orlando	32803-5027	407-896-0350
FL	OPR	Rapson, Richard Charles III (Rick)	1800 Sand Lake Rd	Orlando	32809-7630	407-856-0106
FL	OPR	Rivera, Olivette Carin (Holly)	12801 Narcoossee Rd	Orlando	32832-6924	407-233-4506
FL	OPR	Segarra, Jose E. (Jose)	11350 University Blvd	Orlando	32817-2107	407-737-0003
FL	OPR	Smith, Larry Daniel (Larry)	2885 S Orange Ave	Orlando	32806-5403	407-423-4933
FL	OPR	Vaughn, Jed Karey Jr. (Jed)	633 N Alafaya Trl	Orlando	32828-7045	407-281-8897
FL	OPR	Yurchak, Frank Joseph (Frank)	8673 Summit Centre Way	Orlando	32810-5908	407-475-0522
FL	OPR	Wood, James Paul (James)	1464 W Granada Blvd	Ormond Beach	32174-5919	386-673-6424
FL	OPR	Fish, Charles Thomas (Charlie)	32 E Mitchell Hammock Rd	Oviedo	32765-9783	407-365-7657
FL	OPR	Nicholson, Bryan Mark (Mark)	5023 Highway 90	Pace	32571-1503	850-995-9456

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FL	OPR	Washburn, Brent Scott (Scott)	1130 Malabar Rd SE	Palm Bay	32907-3253	321-499-4630
FL	OPR	Ainsworth, Brittany Nicole (Brittany)	3101 Pga Blvd Ste L209	Palm Beach Gard	33410-2816	561-624-0144
FL	OPR	Efford, Glen Alan (Glen)	1000 Palm Coast Pkwy NW	Palm Coast	32137-4722	386-445-0399
FL	OPR	Metzger, Daniel Charles (Dan)	32800 US Highway 19 N	Palm Harbor	34684-3115	727-786-8545
FL	OPR	Adams, Donald W. (Donald)	900 W 23rd St	Panama City	32405-3927	850-481-1311
FL	OPR	Adams, Donald W. (Donald)	2275 Martin Luther King Jr Blvd	Panama City	32405-5320	850-640-3760
FL	OPR	Rose, Walter J. Jr. (Walt)	11428 Panama City Beach Pkwy	Panama City	32407-2453	850-234-9540
FL	OPR	Rose, Walter J. Jr. (Walt)	401 N Tyndall Pkwy	Panama City	32404-6126	850-872-1512
FL	OPR	Bieschke, Michelle Lowe (Michelle)	15901 Pines Blvd	Pembroke Pines	33027-1201	954-372-3363
FL	OPR	Copeland, Henley Micah (Micah)	11401 Pines Blvd Ste 466 (Inside Mal	Pembroke Pines	33026-4105	954-895-4825
FL	OPR	Cristantiello, Nicholas Joseph (Nick)	12203 Pines Blvd (Outside Mall)	Pembroke Pines	33026-4119	954-392-9766
FL	OPR	Barnes, Robert Walter (Robert)	1757 E Nine Mile Rd	Pensacola	32514-5729	850-484-4885
FL	OPR	Bizerra, Douglas Scott (Doug)	5020 Bayou Blvd	Pensacola	32503-2504	850-484-5521
FL	OPR	Fraser, Scott Robert (Scott)	510 N Navy Blvd	Pensacola	32507-2012	850-455-6100
FL	OPR	Worley, Kathleen Anderson (Kathy)	5100 N 9th Ave Rm J-928	Pensacola	32504-8735	850-477-7979
FL	OPR	Mir, Gustavo Rafael (Gus)	7020 Us Highway 19 N	Pinellas Park	33781-4601	727-525-7171
FL	OPR	Redmon, Dawn Michelle (Dawn)	1101 Goldfinch Dr	Plant City	33563-1082	813-704-4020
FL	OPR	Austin, Christy Jennifer (Jennifer)	8000 W Broward Blvd Ste 5005	Plantation	33388-0007	954-476-9425
FL	OPR	Silva, Efraim Antonio (Efraim)	2250 N Federal Hwy	Pompano Beach	33062-1006	954-943-5855
FL	OPR	Leslie, Edward Paul (Edward)	1814 Tamiami Trl	Port Charlotte	33948-1043	941-766-6106
FL	OPR	Queen, Shannon Carlis (Shan)	1761 Dunlawton Ave	Port Orange	32127-4757	386-767-3377
FL	OPR	Cristantiello, James Stephan Jr. (Jimmy)	1611 NW St Lucie W Blvd	Port Saint Lucie	34986	
FL	OPR	Porrata, Gabriel (Gabe)	12810 Summerfield Crossing Blvd	Riverview	33579-7217	813-499-9933
FL	OPR	Efford, Wayne Roland (Wayne)	2244 State Road 16	Saint Augustine	32084-5878	
FL	OPR	Efford, Wayne Roland (Wayne)	1752 Us Highway 1 S	Saint Augustine	32084-6016	904-810-2201
FL	OPR	Whitfield, Jason James (Jason)	4360 13th St	Saint Cloud	34769-6723	407-891-6985
FL	OPR	Harris, Laurie Lee (Laurie)	2471 Tyrone Blvd N	Saint Petersburg	33710-3900	727-343-8645
FL	OPR	Neely, David Lloyd (David)	4241 4th St N	Saint Petersburg	33703-4724	727-502-9402
FL	TMP	Hall, Carrie	2257 Tyrone Sq	Saint Petersburg	33710-3950	727-381-2066
FL	OPR	Carroll, Stephen L. (Steve)	4590 W State Road 46	Sanford	32771-9009	407-878-6385
FL	OPR	Mangrum, Tricia Lyn (Tricia)	5384 Fruitville Rd	Sarasota	34232-6401	941-203-5156
FL	OPR	Michaels, Richard Lyle (Rick)	8420 S Tamiami Trl	Sarasota	34238-2936	941-966-0024
FL	OPR	Young, James Ray Jr. (James)	5330 Clark Rd	Sarasota	34233-3227	941-926-1055
FL	OPR	Malanowski, Gary Lee (Gary)	10790 Park Blvd	Seminole	33772-5419	727-398-0777
FL	TMP	Fankhauser, Jamie	4623 Gulf Blvd	St Pete Beach	33706-2405	727-367-7038
FL	OPR	Buchanan, Nathan Douglas (Nathan)	2930 Se Federal Hwy	Stuart	34994-5740	772-223-5442
FL	OPR	Eyzaguirre, Alberto N. (Alberto)	12600 W Sunrise Blvd	Sunrise	33323-2916	954-846-1870
FL	OPR	Elyea, Steven Lee (Steve)	3455 Bannerman Rd	Tallahassee	32312-7005	850-668-0138
FL	OPR	Elyea, Steven Lee (Steve)	3101 Capital Cir Ne	Tallahassee	32308-3705	850-531-0720
FL	OPR	Lamm, Terrial Dean (Terrial)	299 S Magnolia Dr	Tallahassee	32301-2923	850-878-7095
FL	OPR	Widener, Terry William (Terry)	1650 W Tennessee St	Tallahassee	32304-3435	850-262-8409
FL	OPR	Widener, Terry William (Terry)	2136 N Monroe St	Tallahassee	32303-4730	850-385-0599
FL	OPR	Widener, Terry William (Terry)	1775 W Tennessee St	Tallahassee	32304-3436	850-224-2112
FL	TMP	Taylor, DeShawn	1500 Apalachee Pkwy Ste 1040	Tallahassee	32301-3053	850-878-1578
FL	OPR	Laguna, Javier Antonio (Javier)	8190 W Commercial Blvd	Tamarac	33351-4328	954-741-9395
FL	OPR	Brito, Carlos Antonio (Carlos)	2551 N Dale Mabry Hwy	Tampa	33607-2408	813-450-1832
FL	OPR	Clifton, Robert H. (Bob)	3019 Cove Bend Dr	Tampa	33613-2730	813-866-7766
FL	OPR	Dittman, Jason Trevor (Jason)	8465 W Hillsborough Ave	Tampa	33615-3807	813-838-6892
FL	OPR	Dittman, Jason Trevor (Jason)	8019 Citrus Park Town Center Mall	Tampa	33625-3180	813-926-4888
FL	OPR	Dittman, Jason Trevor (Jason)	6299 W Waters Ave	Tampa	33634-1100	813-880-0808
FL	OPR	Gibson, James Carson III (Jim)	17513 Bruce B Downs Blvd	Tampa	33647-3211	813-977-2659
FL	OPR	Grossman, Arthur E. (Art)	2223 N West Shore Blvd Ste Fc202	Tampa	33607-7222	813-354-8100
FL	OPR	Grossman, Arthur E. (Art)	609 S Dale Mabry Hwy	Tampa	33609-3948	813-873-1938
FL	OPR	LaChance, Dustin Edward (Dustin)	3678 W Gandy Blvd	Tampa	33611-2608	813-831-4203

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FL	OPR	McBaen, Courtney Lynn (Courtney)	241 Westshore Plz # A	Tampa	33609-1810	813-291-0615
FL	OPR	Spradlin, Haskell Denis (Denis)	2811 E Fowler Ave	Tampa	33612-6210	813-631-5110
FL	OPR	Spradlin, Haskell Denis (Denis)	3605 E Bougainvillea Ave	Tampa	33612-6433	
FL	OPR	Spradlin, Haskell Denis (Denis)	5302 E Fowler Ave	Temple Terrace	33617-2222	813-914-0295
FL	OPR	Mathes, Brian Andrew (Brian)	730 N Us Highway 441	The Villages	32159-3194	352-430-0223
FL	OPR	Stryjewski, Brenda Kelly (Brenda)	9040 State Road 54	Trinity	34655-1812	727-834-8880
FL	OPR	Biggs, Travis H. (Travis)	5489 University Pkwy	University Park	34201-2012	941-263-3341
FL	OPR	Holmberg, Paul W. (Paul)	2010 Bloomingdale Ave	Valrico	33596-6113	813-571-0569
FL	OPR	Kelley, Michael Joseph (Michael)	6020 Elon Ln	Vero Beach	32966-1007	772-567-0222
FL	OPR	Rabenecker, Robert Edward Jr. (Rob)	10300 Forest Hill Blvd Ste FC108	Wellington	33414-3132	561-333-4242
FL	OPR	Larreau, James F. (Jim)	28295 State Road 54	Wesley Chapel	33543-3225	813-402-4090
FL	OPR	Washburn, Brent Scott (Scott)	835 Palm Bay Rd	West Melbourne	32904-1172	321-733-7110
FL	OPR	Morris, Robert Russell (Rob)	2070 Palm Beach Lakes Blvd	West Palm Beach	33409-6502	561-640-4144
FL	OPR	Morris, Robert Russell (Rob)	6060 Okeechobee Blvd	West Palm Beach	33417-4326	561-242-9172
FL	OPR	Rabenecker, Robert Edward Jr. (Rob)	206 S State Road 7	West Palm Beach	33414-4337	561-721-8650
FL	OPR	Boast, Marshall Sidgmore (Sidge)	3166 Daniels Rd	Winter Garden	34787-7017	407-656-0721
FL	OPR	Florence, Ronald Allen (Ron)	15899 New Independence Pky	Winter Garden	34787	407-347-6061
FL	OPR	Easthon, Caleb Stephen (Caleb)	143 Landings Blvd	Winter Haven	33880-3848	863-299-2697
FL	OPR	Devine, Carolina Janina (Carolina)	700 S Orlando Ave	Winter Park	32789-4845	407-622-2445
FL	OPR	Kyle, Robert Hendley (Bob)	3391 University Blvd	Winter Park	32792-7428	407-673-9661
FL	OPR	Kyle, Robert Hendley (Bob)	1454 Tuskawilla Rd	Winter Springs	32708-5201	407-696-8333
FL	OPR	Fannin, Lita Sullivan (Lita)	464004 State Road 200	Yulee	32097-6339	904-491-5552
FL	OPR	Amole, Scott David (Scott)	7490 Gall Blvd	Zephyrhills	33541-4310	813-702-1222
GA	OPR	Duncan, Richard Lee (Andy)	3295 Cobb Pkwy Nw	Acworth	30101-3938	770-966-8918
GA	OPR	Duncan, Richard Lee (Andy)	1790 Mars Hill Rd	Acworth	30101-8091	770-514-9850
GA	OPR	Wari, Khalil J. (K. J.)	2609 Dawson Rd	Albany	31707-1608	229-889-1166
GA	OPR	Brookshire, John Randall (Randall)	8475 Holcomb Bridge Rd	Alpharetta	30022-5318	770-640-8280
GA	OPR	Cameron, Stephen Colby (Colby)	5180 Windward Pkwy	Alpharetta	30004-3841	770-410-3533
GA	OPR	Crays, John Ryan (John)	2720 Old Milton Pkwy	Alpharetta	30009-2218	678-266-6212
GA	OPR	Moraitakis, John George (John)	4285 State Bridge Rd	Alpharetta	30022-4449	770-521-2132
GA	OPR	Thornsberry, Clyde David (David)	2180 N Point Cir	Alpharetta	30022-6587	770-410-9393
GA	OPR	Thornsberry, Clyde David (David)	6085 N Point Pkwy	Alpharetta	30022-4888	770-667-8080
GA	OPR	McNeill, Meredith Davis (MeriBeth)	736 E Forsyth St	Americus	31709-3736	229-389-2775
GA	OPR	Clark, William Alexander (Alex)	3637 Atlanta Hwy	Athens	30606-3150	706-369-1806
GA	OPR	Collette, John Martin (John)	1870 Epps Bridge Pkwy	Athens	30606-6146	706-369-9500
GA	OPR	Todd, Shane Lomax (Shane)	101 College Ave	Athens	30601-2804	706-546-1009
GA	OPR	Todd, Shane Lomax (Shane)	280 E Campus Rd	Athens	30602-0001	706-215-5924
GA	OPR	Todd, Shane Lomax (Shane)	1870 Barnett Shoals Rd	Athens	30605-3011	706-549-0111
GA	OPR	Todd, Shane Lomax (Shane)	196 Alps Rd	Athens	30606-4085	706-613-7115
GA	OPR	Auton, Christopher Bryan (Bryan)	1901 Peachtree Rd NE	Atlanta	30309-1230	470-668-0887
GA	OPR	Bailey, Lawson Christopher (Lawson)	5925 Roswell Rd Ste C	Atlanta	30328-4915	404-847-0488
GA	OPR	Bilotti, Jason Phillip (Jason)	3419 Northside Pkwy Nw	Atlanta	30327-2311	404-261-9166
GA	OPR	Bilotti, Jason Phillip (Jason)	2485 Cumberland Pkwy SE	Atlanta	30339-6132	770-444-9376
GA	OPR	Branch, Gary Worthington (Gary)	225 Peachtree St NE # B-40	Atlanta	30303-1701	404-577-4194
GA	OPR	Branch, Gary Worthington (Gary)	725 W Peachtree St NE	Atlanta	30308-1137	404-610-9965
GA	OPR	Darley, Christopher Glenn (Chris)	441 Martin Luther King Jr Dr NW	Atlanta	30313-1529	
GA	OPR	Diamond, John Lloyd (John)	350 Ferst Dr NW	Atlanta	30332-0001	470-300-9169
GA	OPR	Diamond, John Lloyd (John)	1942 Howell Mill Rd Nw	Atlanta	30318-2519	404-351-8050
GA	OPR	Diamond, John Lloyd (John)	1100 Northside Dr NW	Atlanta	30318-5417	404-249-2491
GA	OPR	Goebeler, Gerard Francis Jr. (Jerry)	4285 Roswell Rd NE	Atlanta	30342-3766	404-303-9275
GA	OPR	Houston, Isaac Theodore (Isaac)	3393 Peachtree Rd NE	Atlanta	30326-1162	404-665-5566
GA	OPR	Mapoles, W. Gregory (Greg)	2340 N Druid Hills Rd NE	Atlanta	30329-3105	404-634-4953
GA	OPR	McCabe, Robert Marshall (Marshall)	2860 Cumberland Mall SE Ste 1324	Atlanta	30339-6429	770-435-2777
GA	OPR	McCabe, Robert Marshall (Marshall)	2975 Cobb Pkwy SE	Atlanta	30339-3148	770-612-0930

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GA	OPR	McCabe, Robert Marshall (Marshall)	755 Battery Ave SE	Atlanta	30339-3017	
GA	OPR	Myles, Jamerian Calvonta (Jamerian)	689 Boulevard NE	Atlanta	30308	404-800-5600
GA	OPR	Myles, Jamerian Calvonta (Jamerian)	401 Bill Kennedy Way SE	Atlanta	30316-6846	404-622-0203
GA	OPR	Rhodes, Benjamin Adam (Ben)	8433 Roswell Rd	Atlanta	30350-2834	770-642-6575
GA	OPR	Rodriguez, Alexander (Alex)	4350 Ashford Dunwoody Rd NE	Atlanta	30346-1504	770-351-6915
GA	OPR	Springs, Quincy Lewis Alexander IV (Quincy)	875 Martin Luther King Jr Dr NW	Atlanta	30314-3643	404-730-0199
GA	OPR	Taylor, Reginald Dale (Reggie)	2580 Piedmont Rd NE	Atlanta	30324-3007	404-264-1992
GA	OPR	Winkfield, Melissa Helton (Melissa)	3410 Camp Creek Pkwy	Atlanta	30344-5710	404-494-9320
GA	OPR	Woodfaulk, Rory Vaughn (Rory)	3725 Cascade Rd SW	Atlanta	30331-2111	404-696-3300
GA	OPR	Wyatt, Cory Taylor (Cory)	3280 Peachtree Rd Ne Ste 105	Atlanta	30305-2463	404-816-3113
GA	TMP	Duncan, Michael	4400 Ashford Dunwoody Rd Ne	Atlanta	30346-1518	770-394-3189
GA	TMP	Gibson, Ridge	256 Marietta St NW	Atlanta	30313-1602	404-549-7993
GA	TMP	Jackson, Collier	1175 Peachtree St NE	Atlanta	30361-3528	404-685-3636
GA	TMP	Sosebee, Brandon	1 Cnn Ctr Nw Ste 224	Atlanta	30303-2762	404-659-4449
GA	OPR	Edwards, Adam Lee (Adam)	1446 Harper St	Augusta	30912-0012	706-723-7575
GA	OPR	Edwards, Adam Lee (Adam)	3450 Wrightsboro Rd	Augusta	30909-2516	706-733-7541
GA	OPR	Hanna, Kenneth James (Kenny)	202 Robert C Daniel Jr Pkwy	Augusta	30909-0802	706-738-9163
GA	OPR	Hughes, Richard John Jr. (John)	3130 Peach Orchard Rd	Augusta	30906-3513	706-792-6261
GA	OPR	Powell, John W. Jr. (John)	3066 Washington Rd	Augusta	30907-3831	706-860-7140
GA	OPR	Hollis, Jonathan Wesley (Jonathan)	3951 Austell Rd	Austell	30106-1107	470-523-8388
GA	OPR	Shepherd, Kolby Frank (Kolby)	1451 Tallahassee Hwy	Bainbridge	39819-7705	229-246-0458
GA	OPR	Owens, John Christian (Chris)	97 Shephard Lane	Bethlehem	30620	770-868-0245
GA	OPR	Liberatore, Daniel Anthony (Daniel)	152 Highway 515 E	Blairsville	30512-8506	706-745-0515
GA	OPR	Braski, Patrick Joseph (Pat)	790 Highway 96	Bonaire	31005-3300	478-987-2140
GA	OPR	LaMarque, Joseph Brandon (Brandon)	2600 Old Winder Hwy	Braselton	30517-6103	770-967-0053
GA	OPR	Prichard, Joshua William (Josh)	89 US Highway 27 Byp	Bremen	30110-1900	770-537-8744
GA	OPR	Goebeler, Gerard Francis Jr. (Jerry)	4046 Peachtree Rd NE	Brookhaven	30319-3006	404-239-3022
GA	OPR	Black, Sara Hendrix (Sara)	70 Golden Isles Plz	Brunswick	31520-1935	912-466-9911
GA	OPR	Garrett, Robert Lindsey (Bob)	2635 Hamilton Mill Rd	Buford	30519-4106	678-482-6480
GA	OPR	Jones, Elizabeth Joyce (Joyce)	3333 Buford Dr Spc No1071	Buford	30519-4913	678-482-6787
GA	OPR	Warnstrom, Steven J. (Steve)	3235 Buford Dr	Buford	30519-4937	678-482-4448
GA	OPR	Franklin, Steven Randall (Steven)	402 GA Highway 49 N	Byron	31008-4011	478-956-9755
GA	OPR	Purser, Jonathan David (Jonathan)	495 Highway 53 E	Calhoun	30701-3058	706-624-1890
GA	OPR	Williams, Kevin Mark (Kevin)	6114 Hickory Flat Hwy	Canton	30115-7252	678-493-0091
GA	OPR	Williams, Kevin Mark (Kevin)	1459 Riverstone Pkwy	Canton	30114-5612	770-479-7146
GA	OPR	Williams, Kevin Mark (Kevin)	2048 Cumming Hwy	Canton	30115-8071	770-479-0802
GA	OPR	Daniels, Christopher David (David)	1156 Bankhead Hwy	Carrollton	30116-8501	770-830-9547
GA	OPR	Daniels, Christopher David (David)	1316 S Park St	Carrollton	30117-4410	770-832-8538
GA	OPR	Jordan, Glenn M. (Glenn)	94 Old Allatoona Rd SE	Cartersville	30121-7015	770-386-1208
GA	OPR	Jordan, Glenn M. (Glenn)	115 Cherokee Pl	Cartersville	30121-2966	770-382-2005
GA	OPR	Brannon, Kristen Melissa (Kristen)	1610 Rome Hwy	Cedartown	30125-4421	470-296-2266
GA	OPR	Wilson, Theresa A. (Theresa)	5450 Peachtree Industrial Blvd	Chamblee	30341	770-457-1679
GA	OPR	Couey, James Stanley Jr. (Jay)	151 Highway 441 N	Clayton	30525-4260	706-212-0022
GA	OPR	Liberatore, Christopher Bryant (Chris)	25 W Underwood St	Cleveland	30528-1353	706-865-1738
GA	OPR	Kalish, Todd Erik Sr. (Todd)	1600 Bradley Park Dr	Columbus	31904-3002	706-660-8914
GA	OPR	Kalish, Todd Erik Sr. (Todd)	5520 Whittlesey Blvd	Columbus	31909-7210	706-653-5143
GA	OPR	Vann, Alexander Franklin (Alex)	2421 Wynnton Rd	Columbus	31906-2534	706-321-5880
GA	OPR	Vann, Alexander Franklin (Alex)	2730 Manchester Expy	Columbus	31904-5293	706-223-3115
GA	TMP	Daniel, Mitchell	3131 Manchester Expy Ste F7	Columbus	31909-6471	706-327-9696
GA	OPR	West, Sammie Lee (Sam)	30563 Highway 441 S	Commerce	30529-6366	706-423-9810
GA	OPR	Hardy, Benton Kelly (Ben)	1536 Highway 138 SE	Conyers	30013-1277	470-207-9869
GA	OPR	Brackett, Carter Daniel (Carter)	1711 E 16th Ave	Cordele	31015-5308	229-273-4300
GA	OPR	Wright, Christopher Todd (Chris)	330 Furniture Plaza Dr	Cornelia	30531-5460	706-776-0090
GA	OPR	Giella, Christopher Michael (Chris)	11500 Town Center Drive	Covington	30014	678-695-6577

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GA	OPR	Giella, Christopher Michael (Chris)	4102 Highway 278 NW	Covington	30014-2112	770-787-0400
GA	OPR	Hardy, Benton Kelly (Ben)	12920 Brown Bridge Rd	Covington	30016-2962	678-342-0807
GA	OPR	Reeves, David Eugene (Gene)	430 Peachtree Pkwy	Cumming	30041-6818	770-889-1511
GA	TMP	Carpenter, Matthew	725 Atlanta Hwy	Cumming	30040-2705	770-545-6228
GA	OPR	Garrett, Robert Lindsey (Bob)	545 Dacula Rd	Dacula	30019-2125	678-377-7777
GA	OPR	Kellar, Tony Davis (Tony)	488 Morrison Moore Pkwy E	Dahlonega	30533-1426	706-864-6600
GA	OPR	Davis, Kurt Ray (Kurt)	300 Charlie Watts Dr	Dallas	30157-4904	770-445-7713
GA	OPR	Holbert, Isaac Heath (Isaac)	1275 N Glenwood Ave	Dalton	30721-2603	706-529-9114
GA	OPR	Holbert, Isaac Heath (Isaac)	1429 W Walnut Ave	Dalton	30720-3832	706-275-0355
GA	OPR	Lewis, Dustin Brett (Brett)	816 Walnut Square Blvd Ste 59	Dalton	30721-4798	706-226-1009
GA	OPR	Kellar, Tony Davis (Tony)	231 Power Center Dr	Dawsonville	30534-9405	706-265-4997
GA	OPR	Engert, Joseph Michael (Joe)	105 E Trinity Pl	Decatur	30030-3303	404-371-1466
GA	OPR	Johnson, Rodney Allan (Rodney)	650 Decatur Village Way	Decatur	30033-5552	404-800-5211
GA	OPR	Shelton, Keith Wayne (Keith)	3905 N Druid Hills Rd	Decatur	30033-3104	404-636-8494
GA	OPR	Wilson, Timothy M. Jr. (T.J.)	2452 Wesley Chapel Rd	Decatur	30035-3420	770-987-4540
GA	OPR	Jones, Brian Randall (Brian)	5700 Buford Hwy Ne	Doraville	30340-1207	770-936-9701
GA	OPR	Baker, Matthew Daniel (Matt)	1305 Peterson Ave S	Douglas	31533-4401	912-384-0211
GA	OPR	Moore, Michael Allen (Mike)	3202 Highway 5	Douglasville	30135-2306	770-627-2967
GA	OPR	Moore, Michael Allen (Mike)	5888 Fairburn Rd	Douglasville	30134-2360	770-942-0820
GA	OPR	Phillips, Jordan Alan (Jordan)	6700 Douglas Blvd Ste 210	Douglasville	30135-1869	678-838-9551
GA	OPR	Roberts, David Ross (David)	2002 Veterans Blvd	Dublin	31021-3030	478-272-3007
GA	OPR	Howard, Jeffrey Sloan (Jeff)	3555 Peachtree Industrial Blvd	Duluth	30096-4819	770-497-1270
GA	OPR	Williams, Bradley James (Brad)	2000 Satellite Blvd	Duluth	30097-4073	770-232-0034
GA	OPR	Goepp, Daniel Christopher (Danny)	1145 Mount Vernon Hwy	Dunwoody	30338-5403	470-440-8997
GA	OPR	Wells, Grant Neville (Grant)	2480 Jett Ferry Rd	Dunwoody	30338-3074	770-391-9277
GA	OPR	Richard, Alphonso L. (Al)	1065 Cleveland Ave	East Point	30344-6740	404-762-1333
GA	OPR	Salzmann, Betsy Hunter (Betsy)	475 Howard Simmons Rd	Ellijay	30540-6456	706-636-0475
GA	OPR	Adams, Jason Wade (Jason)	4201 Washington Rd	Evans	30809-3069	706-447-8895
GA	OPR	Harrison, Michael Shaun (Mike)	7810 Senoia Rd	Fairburn	30213-2853	770-892-3908
GA	OPR	Barnett, Douglas Howell (Doug)	875 Glynn St S	Fayetteville	30214-2002	770-460-7602
GA	OPR	Farr, Andrew Wayne (Andrew)	3405 Atlanta Hwy	Flowery Branch	30542-2918	770-297-9045
GA	OPR	Harney, Joe Frank Jr. (Frank)	5905 Spout Springs Rd	Flowery Branch	30542-3450	770-965-2278
GA	OPR	O'Neal, Terry Vernon (Terry)	1137 Battlefield Pkwy	Fort Oglethorpe	30742-3960	706-858-1072
GA	OPR	Shoemaker, Robert Lynn Jr. (Bobby)	805 Dawsonville Hwy	Gainesville	30501-2616	770-297-1722
GA	OPR	Shoemaker, Robert Lynn Jr. (Bobby)	1917 Jesse Jewell Pkwy NE	Gainesville	30501	770-297-7936
GA	OPR	Waddy, Josh Lee (Josh)	2521 Towne Center Pkwy	Greensboro	30642-6166	706-454-1470
GA	OPR	Swinson, Charles Donald (Chuck)	1000 W Taylor St	Griffin	30223-2608	770-227-0716
GA	OPR	Smith, Erik Emanuel (Erik)	210 Meridian Dr	Grovetown	30813-0259	706-863-1110
GA	OPR	Spears, Matthew Scott (Scott)	11161 Tara Blvd	Hampton	30228-1672	770-472-6101
GA	OPR	Westbrook, Stanley Nicholas (Nick)	877 W Oglethorpe Hwy	Hinesville	31313-4404	912-877-6631
GA	OPR	Davis, Kurt Ray (Kurt)	5223 Jimmy Lee Smith Parkway	Hiram	30141	678-726-9922
GA	OPR	Ferguson, Christina Elizabeth (Christy)	156 Old Farm Road	Jefferson	30549	706-708-0220
GA	OPR	Roper, Edward Bradley (Brad)	600 Chastain Rd NW Ste 100	Kennesaw	30144-3005	770-422-0158
GA	OPR	Stephens, Ralph W. II (Ralph)	830 Ernest W Barrett Pkwy NW	Kennesaw	30144-6821	770-643-4079
GA	TMP	Gonthier, Nathan	400 Ernest W Barrett Pkwy Nw	Kennesaw	30144-4917	770-428-9039
GA	OPR	Whitfield, Justin Donald (Justin)	113 Lakes Blvd	Kingsland	31548-5565	912-510-6215
GA	OPR	Bowman, Robert Arnold Jr. (Rob)	1574 Lafayette Pkwy	Lagrange	30241-2566	706-845-8484
GA	OPR	Sells, Joshua Luke (Josh)	2110 Vernon Street	Lagrange	30240	762-323-6325
GA	OPR	Stripling, William Franklin III (Bill)	1015 Lakes Blvd	Lake Park	31636-3014	229-559-4901
GA	OPR	Lowe, William James III (Will)	20 Owens Dr	Lavonia	30553-6329	706-356-0354
GA	OPR	Perry, John Daniel (Daniel)	4965 Sugarloaf Pkwy	Lawrenceville	30044-6997	678-376-7447
GA	OPR	Treadwell, Mark R. (Mark)	680 Duluth Hwy	Lawrenceville	30046-7695	770-962-7844
GA	OPR	Wari, Khalil J. (K. J.)	1202 Us Highway 19 S	Leesburg	31763-4877	229-446-8781
GA	OPR	Shepard, Bryan Lee (Bryan)	4801 Lawrenceville Hwy Nw	Lilburn	30047-3844	770-925-2027

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

GA	OPR	Moore, Laura Lee (Laura Lee)	835 Thornton Rd	Lithia Springs	30122-2610	770-732-8034
GA	OPR	O'Kelley, Jeffrey Brian (Jeffrey)	2929 Turner Hill Rd Ste 2550	Lithonia	30038-7044	678-526-2729
GA	TMP	Bouhadana, Steven (Steve)	2985 Turner Hill Rd	Lithonia	30038-2527	678-526-0088
GA	OPR	Lovett, Cameron Read (Cameron)	1005 Bandy Pkwy	Locust Grove	30248-7022	404-301-4422
GA	OPR	Brush, B. Edgar Jr. (Edgar)	4321 Atlanta Hwy	Loganville	30052-3288	770-554-1995
GA	OPR	Clark, David Patrick (David)	1569 Bass Rd	Macon	31210-7511	478-254-7911
GA	OPR	Clark, David Patrick (David)	140 Tom Hill Sr Blvd	Macon	31210-1806	478-471-0274
GA	OPR	Craddock, Steven Craig (Craig)	5055 Brookhaven Rd	Macon	31206-4184	478-788-1094
GA	OPR	Craddock, Steven Craig (Craig)	5920 Zebulon Rd	Macon	31210-2097	478-474-4458
GA	OPR	Durden, Lemuel Lesure (Lem)	1781 Eatonton Rd	Madison	30650-4683	706-752-0219
GA	OPR	Daniels, James L. (Danny)	1201 Johnson Ferry Rd	Marietta	30068-2722	770-565-4653
GA	OPR	Darley, Christopher Glenn (Chris)	2105 Roswell Rd	Marietta	30062-3880	770-977-3355
GA	OPR	Kapoor, Sandeep (Sandeep)	2005 Macland Crossing Cir Sw	Marietta	30008-8825	678-355-5297
GA	OPR	Meyers, Andrew David (Drew)	2555 Dallas Hwy Sw	Marietta	30064-2543	770-425-3454
GA	OPR	Reed, Mark Norman (Mark)	1440 Terrell Mill Rd SE	Marietta	30067-6060	770-672-7169
GA	OPR	Reed, Mark Norman (Mark)	2661 Windy Hill Rd SE	Marietta	30067-8612	770-988-9798
GA	OPR	Reed, Scott Augustus (Scott)	3046 Shallowford Rd	Marietta	30062-1252	770-579-0076
GA	OPR	Reed, Scott Augustus (Scott)	2530 Sandy Plains Rd	Marietta	30066-5777	770-977-2455
GA	OPR	Valdes, Armando Jr. (Mandy)	1110 Roswell Rd	Marietta	30062-3606	770-420-1856
GA	OPR	Fleming, Mark David (Mark)	860 Highway 81 E	Mcdonough	30252-2914	770-957-4999
GA	OPR	Fleming, Mark David (Mark)	1940 Highway 155 N	Mcdonough	30252-4805	
GA	OPR	Gilchrist, Jesse Thomas (Jesse)	1321 Highway 20 W	Mcdonough	30253-7304	770-954-0451
GA	OPR	Chapman, Hunter Christian (Hunter)	6501 Kitten Lake Dr	Midland	31820-3760	706-568-4910
GA	OPR	Flournoy, Curtis Paul Jr. (Curt)	1730 N Columbia St	Milledgeville	31061-2315	478-451-4830
GA	OPR	Lingerfelt, James Bradley (Brad)	620 Highway 138	Monroe	30655-7731	770-266-0211
GA	OPR	Rogers, Robert Wesley (Wesley)	502 Lane St	Moultrie	31768-5127	229-890-1200
GA	OPR	Clotfelter, Ronald Andrew (Ronnie)	5 Glenda Trce	Newnan	30265-3887	770-254-9140
GA	OPR	McGuire, Lauren Reed (Lauren)	2090 Newnan Crossing Blvd E	Newnan	30265-2398	770-254-9509
GA	OPR	Farr, E. Wayne (Wayne)	6105 Peachtree Pkwy	Norcross	30092-3304	770-368-0833
GA	OPR	Shafe, James Caldwell Jr. (Chug)	5455 Jimmy Carter Blvd	Norcross	30093-1512	770-248-1088
GA	OPR	Barnett, Douglas Howell (Doug)	1222 Highway 74 S	Peachtree City	30269-3072	770-632-7446
GA	OPR	Holmes, Michael Frank (Mike)	1100 N Peachtree Pkwy	Peachtree City	30269-4229	770-486-9517
GA	OPR	Holmes, Michael Frank (Mike)	2720 Highway 54	Peachtree City	30269-1030	770-486-6524
GA	OPR	Holmes, Michael Frank (Mike)	707 Highway 54	Peachtree City	30269-3302	770-487-0042
GA	OPR	Richardson, Steven B. (Steven)	1600 Sam Nunn Blvd	Perry	31069-2055	478-988-8188
GA	OPR	Amick, Erik Kristian (Erik)	2021 Pooler Pkwy	Pooler	31322	912-988-8681
GA	OPR	Davis, Marshall Dean III (Marshall)	180 Pooler Pkwy	Pooler	31322-4200	912-330-9209
GA	OPR	Counselman, Jason Dale (Jason)	5438 GA Highway 21 S	Rincon	31326-9407	912-826-6967
GA	OPR	Thomas, Zachary Lee (Zach)	1500 Chattahoochee Dr	Rockmart	30153	470-632-0411
GA	OPR	Joubert, Paul Eugene (Paul)	1185 Woodstock Rd	Roswell	30075-2231	678-795-0155
GA	OPR	Waddle, James Michael (Jim)	604 Holcomb Bridge Rd	Roswell	30076-1511	770-641-8436
GA	OPR	Drury, Wiley Clark (Clark)	2205 Demere Rd	Saint Simons Isla	31522-1606	912-638-2695
GA	OPR	Collins, Ann Hester (Ann)	2111 E Victory Dr	Savannah	31404-3917	912-352-7474
GA	OPR	Connelly, Timothy John (Timothy)	11152 Abercorn St	Savannah	31419-1822	912-921-0909
GA	OPR	Pearce, Randy Vaden (Randy)	7 E Derenne Ave	Savannah	31405-6711	912-354-4355
GA	TMP	Jimenez, Elias (Eli)	7804 Abercorn St Ste 110	Savannah	31406-3504	912-352-1580
GA	OPR	Barnett, Douglas Howell (Doug)	7996 Wells St	Senoia	30276-2024	678-973-1875
GA	OPR	Lomax, Daniel Brian (Daniel)	5120 S Cobb Dr Se	Smyrna	30080-7181	404-792-9440
GA	OPR	Miltiades, Stephen Alexander (Stephen)	3100 S Cobb Dr SE	Smyrna	30080-4114	770-432-8685
GA	OPR	Balsamides, Thomas Michael (Tom)	1559 Scenic Hwy N	Snellville	30078-2129	770-979-7488
GA	OPR	Starr, John David (John)	3090 Stone Mountain Hwy	Snellville	30078-7416	770-979-7912
GA	OPR	Boykin, David Withers III (David)	352 Northside Dr E	Statesboro	30458-2188	912-764-7941
GA	OPR	White, Paul D. (Paul)	1275 Eagles Landing Pkwy	Stockbridge	30281-5015	770-507-4119
GA	OPR	Daniels, Cliff William (Cliff)	5075 Stone Mountain Hwy	Stone Mountain	30087-3410	770-736-5809

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GA	OPR	Richardson, Douglas Martin (Doug)	5542 Memorial Dr	Stone Mountain	30083-3215	404-292-8097
GA	OPR	Treadwell, Mark R. (Mark)	3156 Lawrenceville Suwanee Rd	Suwanee	30024-2409	770-932-5797
GA	OPR	Troutman, Gerald S. Jr. (Steve)	3643 Peachtree Pkwy	Suwanee	30024-1028	770-813-1594
GA	OPR	Williams, Bradley James (Brad)	1035 Peachtree Industrial Blvd	Suwanee	30024-1919	770-831-1177
GA	OPR	Hunter, Nathan Hill (Nathan)	1054 Highway 19 N	Thomaston	30286-2229	706-647-2945
GA	OPR	Zolt, Ira Michael (Mike)	15062 Us Highway 19 S	Thomasville	31757-4819	229-228-7506
GA	OPR	Moody, Ian Lewis (Ian)	1806 Washington Rd	Thomson	30824-7202	
GA	OPR	Pettis, Samuel David (David)	1197 Us Highway 82 W	Tifton	31793-8059	229-387-0011
GA	OPR	Pischke, Tyler Mark (Tyler)	605 Big A Rd	Toccoa	30577-6023	762-348-0077
GA	OPR	Spratte, David Bradley (Brad)	4435 Hugh Howell Rd	Tucker	30084-4906	770-270-1871
GA	OPR	Spratte, David Bradley (Brad)	3967 Lavista Rd	Tucker	30084-5139	770-939-9001
GA	OPR	Crews, Charles Manning (Charlie)	1100 N Saint Augustine Rd	Valdosta	31601-8410	229-247-2625
GA	OPR	White, Kenneth Allen (Kenneth)	3147 Inner Perimeter Rd	Valdosta	31602-1062	229-245-0144
GA	OPR	McDade, Britton James (Britt)	2349 E 1st St	Vidalia	30474-8811	912-538-0711
GA	OPR	Day, Justin Colby (Justin)	85 Commerce Dr	Villa Rica	30180-1534	770-459-5792
GA	OPR	Braski, Patrick Joseph (Pat)	621 Russell Pkwy	Warner Robins	31088-6031	478-328-0445
GA	OPR	Braski, Patrick Joseph (Pat)	3000 Watson Blvd	Warner Robins	31093-8533	478-569-1200
GA	OPR	Young, Lovett Gahr (Lovett)	2256 Memorial Dr	Waycross	31501-1006	912-285-2500
GA	OPR	Booth, Richard Keith (Keith)	951 Ridgewalk Pkwy	Woodstock	30188-4895	770-592-4755
GA	OPR	Hall, Leonard Scott (Scott)	3070 Eagle Dr	Woodstock	30189-5531	678-445-0330
HI	OPR	Dydasco, Zane Kameamaluhia Edwin (Zane)	1056 S Beretania St	Honolulu	96814-1428	808-460-7660
HI	OPR	Milne, Charles Curtis (Kurt)	1450 Ala Moana Blvd Ste 1160H	Honolulu	96814-4606	808-466-3534
HI	OPR	Whaley, Sean Ellis Teal (Sean)	14 Ho'okele St	Kahului	96732-3547	808-270-1908
HI	OPR	Goo, Spencer Milton Yan Loong (Spencer)	91-5480 KAPOLEI PKWY Bldg. 3	Kapolei	96707	808-809-5520
IA	OPR	Thompson, Tari Anne (Tari)	230 S Duff Ave	Ames	50010-6642	515-232-2599
IA	OPR	Krogman, Thomas John (Thomas)	2410 SE Delaware Ave	Ankeny	50021-4518	515-965-7786
IA	OPR	Dose, Nickolas William (Nick)	217 Collins Rd NE	Cedar Rapids	52402-3159	319-378-3200
IA	OPR	Zaghloul, Amgad Fathalla (Amgad)	2610 Edgewood Rd SW	Cedar Rapids	52404-3264	319-396-3079
IA	OPR	Williby, Chase James (Chase)	1451 Coral Ridge Ave Ste 620	Coralville	52241-2805	319-625-2020
IA	OPR	Tatman, Jeremy David (Jeremy)	2945 E 53rd St	Davenport	52807-3016	563-355-1742
IA	TMP	Hodges, Ethan	320 W Kimberly Rd	Davenport	52806-5920	563-391-2613
IA	OPR	Ritchie, Jennifer Roman (Jennifer)	4040 Merle Hay Rd	Des Moines	50310-1310	515-276-5222
IA	OPR	Barnes, Justin Neil (Justin)	3500 Dodge St	Dubuque	52003-5261	563-556-0423
IA	OPR	Arnold, Zachary D. (Zach)	2771 Goldenrod Court	Pella	50219	641-658-9412
IA	OPR	Eisenga, Chad Lynn (Chad)	4428 Sergeant Rd	Sioux City	51106-4703	712-276-4233
IA	OPR	Nanda, Benjamin Michael (Ben)	1331 Flammang Dr	Waterloo	50702-4367	319-233-0274
IA	OPR	Brumels, Garry Keith (Garry)	6555 Mills Civic Pkwy	West Des Moine	50266-8341	515-223-6113
IA	OPR	Grimm, David J. (David)	4502 University Ave	West Des Moine	50266-1025	515-457-3176
IA	TMP	Sickafoose, Daniel Thomas (Dan)	101 Jordan Creek Pkwy Ste 12508	West Des Moine	50266-8118	515-327-5033
ID	OPR	Mosteller, Lauren Brooke (Lauren)	3003 S 25th E	Ammon	83406-5730	208-523-2697
ID	OPR	Bucklew, Joseph Aaron (Joe)	300 S Broadway Ave	Boise	83702-7217	208-345-1053
ID	OPR	Bucklew, Joseph Aaron (Joe)	8000 W Franklin Rd	Boise	83709-0620	208-376-6110
ID	OPR	Miles, Charles Bradley (Brad)	2012 N Eagle Rd	Meridian	83646-6287	208-887-2143
ID	OPR	Schrum, Jared Alexander (Jared)	16800 N Marketplace Blvd	Nampa	83687-5140	208-467-6000
ID	OPR	Ystueta, William F. Jr. (Bill)	1631 Blue Lakes Blvd N	Twin Falls	83301-3374	208-735-5010
IL	OPR	Willis, JohnDavid Willard (J.D.)	425 S Randall Rd	Algonquin	60102-9702	847-979-9068
IL	OPR	Cabrera, Mark Andrew (Mark)	4435 Fox Valley Center Dr	Aurora	60504-4116	630-820-1660
IL	OPR	Good, John Alexander (John)	185 N Randall Rd	Batavia	60510-9293	630-761-2640
IL	OPR	Winner, Benjamin D. (Ben)	2532 Green Mount Commons Dr	Belleville	62221-6741	618-257-9700
IL	OPR	Antolik, Joseph R. (Joe)	354 W Army Trail Rd	Bloomingdale	60108-2683	630-980-5088
IL	OPR	Wagner, Michael R. (Mike)	245 N Weber Rd	Bolingbrook	60490-1508	630-771-0080
IL	OPR	Klavohn, Jon E. (Jon)	1359 Locke Dr	Bourbonnais	60914-9305	815-592-7550
IL	OPR	Ordeanu, Allen Albert (Allen)	268 McHenry Rd.	Buffalo Grove	60089	847-305-5475
IL	TMP	Herrington, Julia	2301 N Prospect Ave	Champaign	61822-1246	217-351-3094

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IL	OPR	Edwards, Kareem J. (Kareem)	1106 S Clinton St	Chicago	60607-4434	312-461-9110
IL	OPR	Faretta, Joshua Richard (Josh)	1910 W Fullerton Ave	Chicago	60614-1894	773-292-0304
IL	OPR	Franklin, Erin Elaine (Erin)	4733 W 76th St	Chicago	60652	773-284-2727
IL	OPR	Galati, Joshua W. (Josh)	3246 W Addison St	Chicago	60618-4329	312-222-1341
IL	OPR	Groom, Emily Michelle (Emily)	713 S Seeley Ave	Chicago	60612-5554	312-858-5288
IL	OPR	Pulgine, Anthony Nicholas (Nick)	3500 N Clark St	Chicago	60657-1612	312-319-4441
IL	OPR	Silich, Steven Andrew (Steve)	30 E Chicago Ave	Chicago	60611-2009	312-266-8888
IL	OPR	Steen, Layne Elizabeth (Layne)	122 S Michigan Ave	Chicago	60603-6191	312-360-1644
IL	OPR	Velazquez, Pablo (Pablo)	177 N State St	Chicago	60601-3607	312-419-1522
IL	TMP	Carruth, Seth	500 N Michigan Ave Ste 140	Chicago	60611-3785	312-285-2695
IL	OPR	Espin, Chelsea Seanna (Chelsea)	9600 Ridgeland Ave	Chicago Ridge	60415-2609	630-999-8228
IL	TMP	Summers, Ryan J	6007 S La Grange Rd	Countryside	60525-4069	708-482-7525
IL	OPR	Pena-Rogers, Ximena (Ximena)	13050 S Cicero	Crestwood	60418	708-215-2660
IL	OPR	Deutscher, Roger Allen II (Roger)	4812 Northwest Hwy	Crystal Lake	60014-7327	815-444-8611
IL	OPR	Rhodes, Joseph Robert (Joe)	75 S Waukegan Rd	Deerfield	60015-5204	847-272-8470
IL	OPR	Dugger, Mark Robert (Mark)	250 W Washington St	East Peoria	61611-2477	309-694-1044
IL	OPR	Brunner, Phillip C. (Phillip)	2319 Troy Rd	Edwardsville	62025-2588	618-391-0563
IL	OPR	Tuttle, Philip Andrew (Phil)	1110 S Randall Rd	Elgin	60123-4109	888-695-0592
IL	OPR	Vaught, Sara E. (Sara)	235 South IL Route 83	Elmhurst	60126-3019	630-279-2263
IL	OPR	Holmes, David J. (Dave)	6203 N Illinois St	Fairview Heights	62208-2716	618-397-2200
IL	OPR	Lark, Lamarr K. (Lamarr)	6550 Grand Ave	Gurnee	60031-1621	847-782-9294
IL	OPR	Wasson, Skyler Ridge (Skyler)	17450 Halsted St	Homewood	60430-2041	708-798-2557
IL	OPR	Yoder, Kristopher Eugene (Kris)	2705 Plainfield Rd	Joliet	60435-1166	815-577-8997
IL	OPR	Ordeanu, Allen Albert (Allen)	20429 N Rand Rd	Kildeer	60047	847-438-8600
IL	OPR	Terhune, David Walter Jr. (Dave)	717 E Butterfield Rd	Lombard	60148-5614	630-586-0830
IL	TMP	Lipscomb, Christopher	1505 West Lane Road	Machesney Park	61115	815-977-4379
IL	OPR	Rhodes, Matthew John (Matt)	2 Winston Plz	Melrose Park	60160-1519	708-345-2399
IL	OPR	Fraley, Jared M. (Jared)	3831 41st Avenue Dr	Moline	61265-6433	309-797-1605
IL	OPR	Bhala, Vikas (Vikas)	950 N Elmhurst Rd	Mount Prospect	60056-1126	847-398-3880
IL	OPR	Meier, Robert William (Rob)	5650 W Touhy Ave	Niles	60714-4001	833-637-8872
IL	OPR	Morris, Jonathan David (Jon)	8575 West Golf Road	Niles	60714	847-534-7470
IL	OPR	Whitefoot, Justin Brent (Justin)	101 S Veterans Pkwy	Normal	61761-2133	309-268-9500
IL	OPR	Clinton, Hunter Brandon (Hunter)	4512 N Harlem Ave	Norridge	60706-4712	708-390-8755
IL	OPR	Botero, Alvaro H. (Alvaro)	7201 W Cermak Rd	North Riverside	60546-1401	708-442-7006
IL	OPR	Skarin, Kevin A. (Kevin)	15605 S La Grange Rd	Orland Park	60462-4406	708-460-4663
IL	OPR	Caraba Chit, Raluca Sanda (Luca)	2740 Us Highway 34	Oswego	60543-7118	630-554-8611
IL	OPR	Holzaepfel, Ali Renee (Ali)	4518 N Sterling Ave	Peoria	61615-3819	309-682-6246
IL	OPR	Everett, Philip Arthur (Philip)	280 N Perryville Rd	Rockford	61107-6237	815-381-1010
IL	OPR	Saylor, Daryl Lee (Daryl)	90 Barrington Rd	Schaumburg	60194-4800	847-798-1424
IL	OPR	Saylor, Daryl Lee (Daryl)	935 E Golf Rd	Schaumburg	60173-4521	847-517-1173
IL	OPR	Kim, Michael S. (Mike)	9341 Skokie Blvd	Skokie	60077-1310	847-763-1002
IL	OPR	Kim, Michael S. (Mike)	3720 Touhy Ave	Skokie	60076-3951	224-357-1106
IL	OPR	Freeman, Isaac David (Isaac)	2431 Wabash Ave	Springfield	62704-4259	217-546-2000
IL	OPR	Dahlenburg, Elizabeth A. (Beth)	701 N Milwaukee Ave Ste 360	Vernon Hills	60061-4300	847-247-8000
IL	OPR	Terhune, David Walter Jr. (Dave)	301 E Loop Rd	Wheaton	60189-2193	630-668-8350
IL	OPR	Park, Hyung-Jin Douglas (Doug)	7101 Kingery Hwy	Willowbrook	60527-2274	630-455-4426
IN	OPR	Tincher, Christopher Edward (Chris)	7606 East US Highway 36	Avon	46123	317-451-4008
IN	OPR	Tincher, Christopher Edward (Chris)	10791 E Us Highway 36	Avon	46123-7982	317-271-7760
IN	OPR	Key, Wesley Paul (Wes)	2856 E 3rd St Spc C-9	Bloomington	47401-5423	812-332-4877
IN	OPR	Key, Wesley Paul (Wes)	3020 E 3rd St	Bloomington	47401-5425	812-330-5590
IN	OPR	Tate, Patrick Brian (Patrick)	14647 Thatcher Ln	Carmel	46032-1556	317-815-9465
IN	OPR	Williamson, Evan Scott (Evan)	9965 N Michigan Rd	Carmel	46032-9640	317-779-1166
IN	OPR	Haag, Bryan David (Bryan)	1320 Veterans Pkwy	Clarksville	47129-7745	812-282-7573
IN	OPR	Parker, Grant Isaac (Grant)	1250 N National Rd	Columbus	47201-5576	812-375-1540

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IN	OPR	Dean, Deborah Jean (Debbie)	4400 W Lloyd Expy	Evansville	47712-6513	812-467-0629
IN	OPR	Stierwalt, Jack Richard (Rich)	800 N Green River Rd	Evansville	47715-2471	812-477-9370
IN	OPR	Stierwalt, Jack Richard (Rich)	7101 E Indiana St	Evansville	47715-9112	812-471-9203
IN	OPR	Gibson, Anthony Joseph (Tony)	1725 Apple Glen Blvd	Fort Wayne	46804-1789	260-436-8203
IN	OPR	Hoffman, Jeffrey Allen (Jeff)	182 W Coliseum Blvd	Fort Wayne	46805-1006	260-484-5880
IN	OPR	Strength, Paul Wayne (PJ)	4201 Coldwater Rd	Fort Wayne	46805-1113	260-482-5993
IN	OPR	Walburn, Cody Robert (Cody)	2203 N State St	Greenfield	46140-9084	317-588-3112
IN	OPR	Johnson, Richard Ray (Rick)	1251 US Highway 31 N Ste C19	Greenwood	46142-4559	317-888-5473
IN	OPR	Johnson, Richard Ray (Rick)	155 Marlin Dr	Greenwood	46142-1451	317-888-8100
IN	OPR	Brown, Kevin Scott (Kevin)	10 E Washington St., Suite 100	Indianapolis	46204-3505	463-224-6777
IN	OPR	Burnette, Blake Ellis (Blake)	6020 E 82nd St Ste 1012	Indianapolis	46250-5516	317-537-2722
IN	OPR	Hartman, Samuel Paul (Sam)	125 S. Pennsylvania Street	Indianapolis	46204	
IN	OPR	Johnson, Richard Ray (Rick)	2020 E County Line Rd	Indianapolis	46227-6329	317-888-4996
IN	OPR	Leckrone, Lew Allen (Lew)	3360 W 86th St	Indianapolis	46268-1927	317-871-5330
IN	OPR	Mosley, Jeffrey L. (Jeff)	3802 E 82nd St	Indianapolis	46240-4328	317-578-4511
IN	OPR	Mosley, Jeffrey L. (Jeff)	6231 N Keystone Ave	Indianapolis	46220-2154	317-257-7207
IN	OPR	Riggs, Brendan James (Brendan)	9961 E Washington St	Indianapolis	46229-3039	317-497-0565
IN	OPR	Sewell, Matthew David (Matt)	5240 E Southport Rd	Indianapolis	46237-9335	317-780-7477
IN	OPR	Carrico, Terry J. (Terry)	3549 E 10th St	Jeffersonville	47130-9320	812-288-2020
IN	OPR	DeYoung, Rachel Jean (Rachel)	50 N Creasy Ln	Lafayette	47905-4411	765-446-2053
IN	OPR	DeYoung, Rachel Jean (Rachel)	3929 Bonlou Court	Lafayette	47905-0722	765-771-7078
IN	OPR	Carter, Tyler Matthew (Tyler)	2385 Southlake Mall	Merrillville	46410-6442	219-769-6810
IN	OPR	Wonderly, Kathy Jo (Kathy)	6501 Grape Rd	Mishawaka	46545-1007	574-272-2247
IN	OPR	Wonderly, Kathy Jo (Kathy)	5517 N Main St	Mishawaka	46545-9043	574-277-0222
IN	OPR	Sample, Craig S. (Craig)	511 W McGalliard Rd	Muncie	47303-1830	765-747-4000
IN	OPR	Stockton, Daron Lee (Daron)	2225 State St	New Albany	47150-4924	812-542-6868
IN	OPR	Hartman, Samuel Paul (Sam)	16685 Mercantile Blvd	Noblesville	46060-4135	317-773-4100
IN	OPR	Hartman, Samuel Paul (Sam)	14098 Bergen Blvd	Noblesville	46060-3365	317-776-4060
IN	OPR	Spires, Christopher Scott (Chris)	2687 E Main St	Plainfield	46168-2710	317-839-4886
IN	OPR	Knight, Justin D. (Justin)	315 US Highway 41	Schererville	46375-1209	219-274-2274
IN	OPR	Endres, Edward Richard Jr. (Edward)	4555 S Michigan St	South Bend	46614-2553	574-968-0351
IN	OPR	Mueller, Julia Rose (Julia)	3703 Portage Ave	South Bend	46628-6098	574-544-5678
IN	OPR	McCloy, Katherine Lynn (Kathy)	3675 S US Highway 41	Terre Haute	47802-4103	812-232-3675
IN	OPR	Hershberger, David John (David)	61 Silhavy Rd	Valparaiso	46383-4425	219-266-4855
IN	OPR	DeYoung, Rachel Jean (Rachel)	401 N Russell St	West Lafayette	47906-2820	765-548-5184
IN	OPR	Moore, Daniel Christopher (Daniel)	763 E Tournament Trl	Westfield	46074-6217	317-751-4577
IN	OPR	Kleine, Charles H. III (Charlie)	6240 East Whitestown Pkwy	Whitestown	46075-7602	317-769-3551
KS	OPR	White, Nathaniel Austin (Nate)	1818 N Rock Rd	Derby	67037-3728	316-788-1067
KS	TMP	Lamb, Bernadette	1809 E 17th Ave	Hutchinson	67501-1102	620-662-2744
KS	OPR	McGruder, James Travis (Travis)	10770 Parallel Pkwy	Kansas City	66109-3647	913-334-2442
KS	OPR	Heitz, Justin William (Justin)	2735 Iowa St	Lawrence	66046-4155	785-842-1002
KS	OPR	Severns, Andrew Carleton (Drew)	15919 W 87th Street Pkwy	Lenexa	66219-9725	913-227-0512
KS	OPR	Seitz, Ruth Ellen (Ruthie)	636 Tuttle Creek Blvd	Manhattan	66502-5854	785-537-2130
KS	OPR	Swyden, Forrest (Forrest)	6039 Metcalf Ave	Mission	66202-2356	913-432-5300
KS	OPR	Rouse, Jeffrey Lee (Jeff)	12087 S Blackbob Rd	Olathe	66062-1012	913-829-7600
KS	OPR	Andrews, Dustin A. (Dustin)	11240 Nall Ave	Overland Park	66211-1233	913-522-4613
KS	OPR	Nassick, Derek Wayne (Derek)	9591 Metcalf Ave	Overland Park	66212-2217	913-341-2655
KS	OPR	Oberweather, Kylie Elizabeth (Kylie)	7500 W 135th St	Overland Park	66223-1202	913-814-0222
KS	OPR	Taylor, Clarence E. Jr. II (C.T.)	9707 Quivira Rd	Overland Park	66215-1665	913-310-9222
KS	OPR	Hubbard, Shawn Paul (Shawn)	2245 S 9th St	Salina	67401-7308	785-820-8007
KS	OPR	Lamison, Justin P. (Justin)	1625 SW Wanamaker Rd	Topeka	66604-3814	785-272-2610
KS	OPR	Lansdown, Jason Wayne (Jason)	10515 W 21st St N	Wichita	67205-1810	316-721-2697
KS	OPR	Lansdown, Jason Wayne (Jason)	7320 West Taft Street	Wichita	67209	316-729-2697
KS	OPR	Nelson, Andrew Scott (Andrew)	7990 E Central Ave	Wichita	67206-2158	316-683-2691

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

KS	OPR	Nelson, Andrew Scott (Andrew)	2400 N Greenwich Rd	Wichita	67226	316-369-3600
KY	OPR	Barfield, Steven W. (Steve)	410 River Hill Dr	Ashland	41101-7386	606-324-7469
KY	OPR	Robinson, Andrew Douglas (Andy)	1766 Campbell Ln	Bowling Green	42104-1045	270-782-6807
KY	OPR	Robinson, Andrew Douglas (Andy)	3162 Scottsville Rd	Bowling Green	42104-4416	270-599-0065
KY	OPR	Robinson, Andrew Douglas (Andy)	667 Campbell Lane	Bowling Green	42101-8994	270-306-4126
KY	OPR	Smith, Nathan Timothy (Nate)	295 May Blvd	Danville	40422	859-800-9838
KY	OPR	Flanagan, Christopher Scott (Chris)	1840 N Dixie Ave	Elizabethtown	42701-9493	270-982-1350
KY	OPR	Flanagan, Christopher Scott (Chris)	1034 Executive Dr	Elizabethtown	42701-1269	270-986-0124
KY	OPR	DiChiara, Dustin Lee (Dustin)	8050 Mall Rd	Florence	41042-1412	859-594-4600
KY	OPR	Snider, Catherine S. (Cathy)	4980 Houston Rd	Florence	41042-4824	859-594-4800
KY	OPR	Linn, Brent Andrew (Brent)	3436 Madison Pike Route 17	Fort Wright	41017-9664	859-331-0276
KY	OPR	Harper, Charles Stedman III (Chase)	1300 US Highway 127 S Ste F	Frankfort	40601-4395	502-234-5222
KY	OPR	Dennard, John Brent (Brent)	101 Tiger Way	Georgetown	40324-9317	502-863-6767
KY	OPR	Thompson, Jeromy S. (Jeromy)	4250 Fort Campbell Blvd	Hopkinsville	42240-9113	270-890-0042
KY	OPR	Briggs, Matthew V. (Matt)	11801 Plantside Dr	Jeffersontown	40299-6328	502-212-0008
KY	OPR	Dennard, Blake Andrew (Blake)	4275 Harrodsburg Rd	Lexington	40513-1368	859-440-2033
KY	OPR	Hall, David Gary (David)	295 W New Circle Rd	Lexington	40505-1425	859-904-9924
KY	OPR	Long, Roderick Allen (Roderick)	1863 Plaudit Pl	Lexington	40509-2429	859-543-0063
KY	OPR	Long, Roderick Allen (Roderick)	2299 Richmond Rd	Lexington	40502-1306	859-335-9856
KY	OPR	Stryker, Jeffrey Earl (Jeff)	2514 Nicholasville Rd	Lexington	40503-3306	859-278-0003
KY	OPR	Stryker, Jeffrey Earl (Jeff)	2025 Harrodsburg Rd	Lexington	40504-3503	859-373-0007
KY	OPR	Turner, Joseph Michael (Joseph)	3401 Nicholasville Rd Ste Fc5a	Lexington	40503-3667	859-272-2614
KY	OPR	Bowles, Lawrence Edward Jr. (Ed)	7901 Bardstown Rd	Louisville	40291-3437	502-231-1191
KY	OPR	Briggs, Matthew V. (Matt)	13313 Shelbyville Rd	Louisville	40223-3933	502-253-0053
KY	OPR	Carrico, Anthony J. (Tony)	2350 Shane Dr	Louisville	40220-4050	502-491-7707
KY	OPR	Carrico, Anthony J. (Tony)	3420 Bardstown Rd	Louisville	40218-4608	502-459-0070
KY	OPR	Childs, Micah Martin (Micah)	10501 Preston Hwy	Louisville	40229-2246	
KY	OPR	Childs, Micah Martin (Micah)	4925 Outer Loop	Louisville	40219-4051	502-969-5090
KY	OPR	Ferree, Richard Michael (Richard)	962 Breckenridge Ln	Louisville	40207-4619	502-213-8460
KY	OPR	Fitzgerald, Ryan R. (Ryan)	6630 Dixie Hwy	Louisville	40258-3910	502-935-6500
KY	OPR	Smith, Bruce Timothy (Bruce)	7405 New La Grange Rd # B	Louisville	40222-4813	502-907-3335
KY	OPR	Smith, Bruce Timothy (Bruce)	10501 Westport Rd	Louisville	40241-1999	502-339-0505
KY	OPR	Smith, Bruce Timothy (Bruce)	5000 Shelbyville Rd Ste 1630	Louisville	40207-5331	502-259-9484
KY	OPR	Smith, Bruce Timothy (Bruce)	5001 Shelbyville Rd	Louisville	40207-3307	502-894-8092
KY	OPR	Smith, Britton E. (Britton)	95 Carothers Rd	Newport	41071-2415	859-491-4232
KY	OPR	Whiteman, Donald Mark (Mark)	4601 Frederica St	Owensboro	42301-7439	270-683-0907
KY	OPR	Pilgrim, Joshua Shane (Josh)	5101 Hinkleville Rd Ste 540	Paducah	42001-9067	270-442-0461
KY	OPR	Riley, Mark Keenan (Mark)	5193 Hinkleville Rd	Paducah	42001-9667	270-444-6061
KY	OPR	Wells, Bradley Kyle (Kyle)	2072 Lantern Ridge Dr	Richmond	40475-6010	859-625-0388
KY	OPR	Bohanon, Jessica Christen (Christen)	2400 S Highway 27	Somerset	42501-2934	606-252-1232
LA	OPR	Anderson, Alyssa Camille (Alyssa)	3437 Masonic Dr	Alexandria	71301-3686	318-473-9681
LA	OPR	Duncan, Clothilda Yvette (Yvette)	1300 MacArthur Dr	Alexandria	71301-4019	318-767-2327
LA	OPR	Arton, Brad David (Brad)	3023 College Dr	Baton Rouge	70808-3118	225-929-6055
LA	OPR	Gindi, Kerlous (Carlos)	6401 Bluebonnet Blvd Ste FC-10	Baton Rouge	70836-6401	225-892-9296
LA	OPR	Mouton, John Berchmann III (John)	1919 Millerville Rd	Baton Rouge	70816-1406	225-272-4049
LA	OPR	Salomone, Gregory J. (Greg)	7055 Siegen Ln # 17	Baton Rouge	70809-4532	225-293-3993
LA	OPR	Salomone, Gregory J. (Greg)	15055 Airline Hwy	Baton Rouge	70817-7306	225-752-6637
LA	OPR	Teem, Corey Scott (Corey)	5919 Creek Centre Dr	Baton Rouge	70820-6003	225-960-2566
LA	OPR	Teem, Corey Scott (Corey)	1 N Stadium Rd	Baton Rouge	70893	
LA	OPR	Roden, John Lee (John)	2601 Beene Blvd	Bossier City	71111-5495	318-746-2348
LA	OPR	Gonzalez, Richard Duane (Rick)	912 N Highway 190	Covington	70433-5148	985-867-8639
LA	OPR	Nelson, Lauren Gonzalez (Lauren)	69280 Highway 21	Covington	70433-7214	985-893-5092
LA	OPR	Holifield, Jeffrey Robert (Jeffrey)	2341 S Range Ave	Denham Springs	70726-5217	225-791-4411
LA	OPR	Salomone, Cody Matthew (Cody)	2119 W Highway 30	Gonzales	70737-5100	225-647-3464

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LA	TMP	Zeller, Nathan	197 Westbank Expy Ste 1685	Gretna	70053-2507	504-513-7457
LA	OPR	Pumilia, Joseph Gaspare II (Joe)	1925 SW Railroad Ave	Hammond	70403-6119	985-363-0591
LA	OPR	Pumilia, Joseph Gaspare II (Joe)	14150 Highway 190 W	Hammond	70401-2898	985-363-0481
LA	OPR	Ruiz, Luis Fernando (Fernando)	1128 Manhattan Blvd	Harvey	70058-4560	504-374-0827
LA	OPR	Lewis, Shannon L. (Shannon)	1741 Martin Luther King Jr Blvd	Houma	70360-2409	985-223-2078
LA	OPR	Lewis, Shannon L. (Shannon)	984 Grand Caillou Rd	Houma	70363-5707	985-601-2930
LA	OPR	Bergeron, Hannah Rose (Hannah)	1141 S Clearview Pkwy	Jefferson	70121-1033	504-733-3007
LA	OPR	Salomone, Christopher Michael (Chris)	2236 Veterans Blvd	Kenner	70062	504-469-2300
LA	OPR	Spraggins, Jasmine Colette (Jasmine)	1525 W Airline Hwy	La Place	70068-3758	985-244-7547
LA	OPR	Arton, John L. (John)	5725 Johnston St # A266	Lafayette	70503-5307	337-981-0721
LA	OPR	Arton, John L. (John)	101 Meadow Farm Rd	Lafayette	70508-7276	337-445-4575
LA	OPR	Arton, John L. (John)	5300 Johnston St	Lafayette	70503-5171	337-205-8960
LA	OPR	Milke, Austin Blake (Austin)	3205 Louisiana Ave	Lafayette	70501-1406	337-557-9697
LA	OPR	Griffin, David Brian (David)	3435 Nelson Rd	Lake Charles	70605-1209	337-479-8007
LA	OPR	Gonzalez, Richard Duane (Rick)	3585 Highway 190	Mandeville	70471-3138	
LA	OPR	Ruiz, Luis Fernando (Fernando)	4951 Lapalco Blvd	Marrero	70072-4320	504-541-9037
LA	OPR	Carter, Joshua Hill (Josh)	3870 Veterans Memorial Blvd	Metairie	70002-5627	504-456-3199
LA	OPR	Jackson, Rosalyn L. (Rosalyn)	3301 Veterans Memorial Blvd Ste 78f	Metairie	70002-4854	504-832-1787
LA	OPR	Benson, David Alan (David)	4700 Millhaven Rd Ste 1098	Monroe	71203-7026	318-376-0942
LA	OPR	Gilley, Leigh Ann (Leigh Ann)	440 Keyser Ave	Natchitoches	71457-5804	318-228-9151
LA	OPR	Ausbrooks, Steven Keith (Steve)	1116 E Admiral Doyle Dr	New Iberia	70560-6302	337-255-9843
LA	OPR	Doernte, Anthony Diamond (Anthony)	1200 Poydras St	New Orleans	70113-1803	504-884-0821
LA	OPR	McLeish, Benjamin F. (Ben)	4068 Tulane Ave	New Orleans	70119-6830	504-276-2828
LA	OPR	Triplett, Sarah Watkins (Sarah)	4130 General Degaulle Dr	New Orleans	70131-8231	504-401-4487
LA	OPR	Cook, Camille Alene Pere (Camille)	1119 E. Landry St	Opelousas	70570	
LA	OPR	Telford, Jeremy Lane (Jeremy)	1206 Maxwell Blvd	Ruston	71270-7303	318-251-8471
LA	OPR	Petersen, Gregory Alan (Greg)	9122 Mansfield Rd	Shreveport	71118-3123	318-693-1013
LA	OPR	Russell, John Brian (Brian)	7010 Youree Dr	Shreveport	71105-5109	318-797-4001
LA	OPR	Perniciaro, Dominick Leon (Nick)	1645 Gause Blvd	Slidell	70458-2209	985-288-4640
LA	OPR	Luna, Bailey Jean (Bailey)	314 N Canal Blvd	Thibodaux	70301-2913	985-645-6436
LA	OPR	Benson, David Alan (David)	203 Thomas Rd	West Monroe	71291-7360	318-651-4448
LA	OPR	Benson, David Alan (David)	911 Glenwood Dr	West Monroe	71291-5500	318-376-0706
MA	OPR	DeMichele-Rigoni, Matthew Allen (Matt)	569 Boylston St	Boston	02116-3745	617-702-4848
MA	OPR	Grier, Robert Lorne (Rob)	542 Westgate Dr	Brockton	02301-1816	508-559-1573
MA	OPR	Mitchell, Daniel Jordan (Daniel)	75 Middlesex Turnpike	Burlington	01803	781-272-2110
MA	OPR	Hewes, Robert (Robert)	501 Memorial Dr	Chicopee	01020-5036	413-592-4500
MA	OPR	Sargent, Chad Michael (Chad)	140 Providence Hwy	Dedham	02026-1809	781-320-8127
MA	OPR	Gallagher, Julie Marie (Julie)	700 William S Canning Blvd	Fall River	02721-2395	508-504-8845
MA	OPR	Parker, Mark R. (Mark)	359 Cochituate Rd	Framingham	01701-4678	508-875-0405
MA	TMP	Alaboosi, Abdullah	1835 Washington St	Hanover	02339-1666	781-826-2468
MA	OPR	Reissner, Annemarie F. (Annemarie)	155 Enterprise Rd	Hyannis	02601-2212	508-775-0001
MA	OPR	Lawson, Michael S. (Mike)	36 Apex Dr	Marlborough	01752-1850	508-251-0402
MA	OPR	Stoffel, Grant Edward (Grant)	73 Pleasant Valley St	Methuen	01844-7202	978-872-1421
MA	OPR	Diamond, Jordan Chase (Jordan)	210 Andover St	Peabody	01960-1647	978-977-0740
MA	OPR	Lerner, Allen Philip (Allen)	49 Commerce Way	Plymouth	02360-7252	508-747-7625
MA	OPR	Williams, Jonas Randall (Jonas)	1100 Fall River Ave	Seekonk	02771-5942	508-336-4396
MA	OPR	Apple, Christopher Earl (Chris)	252 Washington St	South Attleboro	02703-5595	508-399-8811
MA	OPR	Lawson, Michael S. (Mike)	286 Turnpike Rd	Westborough	01581-2812	508-366-8407
MA	OPR	Rose, Michael F. (Mike)	375 Washington St	Woburn	01801-2116	781-939-3177
MA	OPR	Spring, Christopher Albert (Chris)	80 Gold Star Blvd	Worcester	01606-2834	508-459-9852
MD	OPR	McFerren, Michael Gerard (Michael)	1001 Beards Hill Rd	Aberdeen	21001-2254	410-272-2297
MD	OPR	McFerren, Michael Gerard (Michael)	408 Constant Friendship Blvd	Abingdon	21009-2566	410-569-3153
MD	OPR	Edmonds, Michael Neal (Michael)	1035 Annapolis Mall	Annapolis	21401-3062	410-266-6722
MD	OPR	Edmonds, Michael Neal (Michael)	2025 Somerville Rd	Annapolis	21401-3725	410-266-0008

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MD	OPR	Schenck, William Christopher (Chris)	101 College Pkwy	Arnold	21012-1857	410-777-2167
MD	OPR	Alderson, Danielle Gwendolyn (Danielle)	7907 Eastern Ave	Baltimore	21224-2141	410-288-2211
MD	OPR	Barge, William James III (William)	6975 Security Blvd	Baltimore	21244	
MD	OPR	Butler, Amanda Hanes (Amanda)	400 E Pratt St	Baltimore	21202-3116	410-244-6120
MD	OPR	Butler, Amanda Hanes (Amanda)	3809 Boston St	Baltimore	21224-5714	410-276-0515
MD	OPR	Greene, John R. Jr. (Johnie)	3599 Washington Blvd	Baltimore	21227-1625	410-737-8171
MD	OPR	Hotek, Elias John (Elias)	8200 Perry Hall Blvd	Baltimore	21236-4901	410-931-8642
MD	OPR	Ly, Hung Q. (Hung)	8867 Belair Rd	Baltimore	21236-2404	410-248-1400
MD	OPR	Pavlosky, Stephen J. (Steve)	5198 Campbell Blvd	Baltimore	21236-5030	410-931-0031
MD	OPR	Eastep, Charles Randall Jr. (Randy)	408 Baltimore Pike	Bel Air	21014-4304	410-638-0070
MD	OPR	Burgess, Tiffany Denise (Tiffany)	7101 Democracy Blvd Spc 2122	Bethesda	20817-1067	301-365-6764
MD	OPR	Frey, William Spencer (Spencer)	10631 Martin Luther King Jr Hwy	Bowie	20720-4217	301-805-9881
MD	OPR	Herold, Robert Edward (Rob)	15505 Annapolis Rd	Bowie	20715-3003	301-781-6111
MD	OPR	Pittman, LaVance J. (Vance)	2027 Saint Josephs Dr	Bowie	20721-1890	301-263-6716
MD	OPR	Snyder, Monica A. (Monica)	16503 Ballpark Rd	Bowie	20716-3681	301-860-1211
MD	OPR	Patrylo, Ryan D. (Ryan)	16003 Crain Hwy	Brandywine	20613-8082	301-782-4033
MD	OPR	Witte, Stephanie Stearns (Stephanie)	45150 First Colony Way	California	20619-2415	301-862-1018
MD	OPR	Albert, Philip C. (Christian)	705 Cambridge Marketplace	Cambridge	21613-2531	443-249-2375
MD	OPR	Singletary, Keith Nathaniel Sr. (Keith)	9121 Alaking Ct	Capitol Heights	20743-5041	301-324-9515
MD	OPR	Barge, William James III (William)	5668 Baltimore National Pike	Catonsville	21228-1401	410-788-4063
MD	OPR	David, Christopher Michael (Chris)	1845 Main St	Chester	21619-2605	410-643-6907
MD	OPR	Jones, Nicholas Martin (Nick)	6395 10 Oaks Rd	Clarksville	21029-1104	410-531-1930
MD	OPR	Patrylo, Ryan D. (Ryan)	8813 Woodyard Rd	Clinton	20735-2754	301-856-3838
MD	OPR	Hutton, Michael Allen (Mike)	10142 York Rd	Cockeysville	21030-3306	410-667-1994
MD	TMP	Watson, Daniel	7242 Baltimore Ave	College Park	20740-3204	240-696-2885
MD	OPR	Dinoto, Joseph Michael Sr. (Joe)	4905 Executive Park Dr	Columbia	21045-2155	410-992-0204
MD	OPR	Dinoto, Joseph Michael Sr. (Joe)	6375 Dobbin Rd	Columbia	21045-4738	410-715-1103
MD	OPR	Lohr, Matthew David (Matt)	10300 Little Patuxent Pkwy Ste 1335	Columbia	21044-7038	410-730-9953
MD	TMP	Oakley, Joseph Aaron	221 Williams St	Cumberland	21502-3537	301-722-0086
MD	OPR	Harvey, Trevelle D. (Trevelle)	5502 Silver Hill Rd	District Heights	20747-2041	301-735-0602
MD	OPR	Gibson, Matthew R. (Matt)	28632 Marlboro Ave	Easton	21601-2793	410-820-6522
MD	OPR	Edmonds, Michael Neal (Michael)	3220 Solomons Island Rd	Edgewater	21037-1704	410-956-0402
MD	OPR	McAuliffe, Thomas Francis (Tom)	6032 Sykesville Rd	Eldersburg	21784-6000	410-552-0353
MD	OPR	Marcus, Harry Vicilious Jr. (Harry)	1100 E Pulaski Hwy	Elkton	21921-2167	410-392-9494
MD	OPR	Eastep, Charles Randall Jr. (Randy)	1980 Rock Spring Rd	Forest Hill	21050-2605	410-838-3333
MD	OPR	Crunkilton, Aaron W. (Aaron)	5501 Urbana Pike	Frederick	21704-7277	301-668-5353
MD	OPR	Sones, Dwight Conrad (Dwight)	2401 Monocacy Blvd	Frederick	21701-3275	240-529-1400
MD	OPR	Munguia, Mayrin Calcano (Mayrin)	104 Main St	Gaithersburg	20878-5573	240-631-9013
MD	OPR	Munguia, Richard Mike (Richard)	705 Progress Way	Gaithersburg	20879-3134	240-261-4139
MD	OPR	Smith, Brian Paul (Brian)	2615 Brandermill Blvd	Gambrills	21054-1645	410-451-7166
MD	OPR	Smith, Brian Paul (Brian)	2691 Carver Rd	Gambrills	21054-1716	410-721-2105
MD	OPR	Anderson, Kayla Marie Smith (Kayla)	19945 Century Blvd	Germantown	20874-7120	240-686-1110
MD	OPR	McGrath, William Kenneth (Billy)	6709 Ritchie Hwy	Glen Burnie	21061-2318	410-590-9484
MD	OPR	Scott, Randy Duane (Randy)	10510 Vida Drive	Hagerstown	21740	301-745-6534
MD	OPR	Scott, Randy Duane (Randy)	1680 Wesel Blvd	Hagerstown	21740-5387	301-393-3755
MD	OPR	Dinoto, Joseph Michael Jr. (Joe)	7055 Arundel Mills Cir	Hanover	21076-1387	410-799-2812
MD	OPR	Hutton, Michael Allen (Mike)	6 Hyland Ave	Hunt Valley	21030-1395	410-771-1237
MD	OPR	Chesson, Jessie Adele (Jessie)	6150 Annapolis Rd	Hyattsville	20784-1306	301-341-0022
MD	OPR	Flatley, John Joseph Jr. (John)	107 Drury Dr	La Plata	20646-4262	301-934-3822
MD	OPR	Singletary, Keith Nathaniel Sr. (Keith)	1040 Shoppers Way	Largo	20774-4813	301-333-1981
MD	OPR	Dinoto, Christopher Michael (Chris)	3366 Corridor Market Place	Laurel	20724-2375	301-483-6466
MD	OPR	Dinoto, Christopher Michael (Chris)	13600 Baltimore Ave Ste 600	Laurel	20707-9498	301-483-6441
MD	OPR	Plank, Richard Owen (Richard)	10975 Johns Hopkins Rd	Laurel	20723-6002	301-497-4497
MD	OPR	Boyer, William George (Bill)	12101 Winchester Rd	Lavale	21502-7688	301-729-2004

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MD	OPR	McGrath, William Kenneth (Billy)	1610 W Nursery Rd	Linthicum Heigh	21090-2290	410-859-2300
MD	OPR	Honbarrier, Douglas Robert (Doug)	1202 Martin Blvd	Middle River	21220-4148	410-686-5858
MD	OPR	Bearinger, Jason David (Jason)	1705 Ridgeside Dr	Mount Airy	21771-5387	301-818-0199
MD	OPR	Caudill, Hunter Shope (Hunter)	12901 Ocean Gtwy	Ocean City	21842-9505	410-213-1825
MD	OPR	Duncan, Arlington Steven (Arlington)	18115 Georgia Ave	Olney	20832-1401	301-774-6490
MD	OPR	Johnson, William Sean (Sean)	10480 Owings Mills Blvd	Owings Mills	21117-7810	443-394-6070
MD	OPR	Xiong, Keng Kue (Paul)	10170 Reisterstown Rd	Owings Mills	21117-3815	410-363-3014
MD	OPR	Ly, Hung Q. (Hung)	2008 E Joppa Rd	Parkville	21234-2802	410-668-2444
MD	OPR	Cozadd, Patrick Allen (Patrick)	8110 Jumpers Hole Rd	Pasadena	21122-1082	410-760-2697
MD	OPR	Smith, Todd Alan (Todd)	806 Solomons Island Rd N	Prince Frederick	20678-3919	443-968-3939
MD	OPR	Kellner, Brian Christopher (Brian)	12001 Reisterstown Rd	Reisterstown	21136-3052	410-526-3863
MD	OPR	Burgess, Tiffany Denise (Tiffany)	12001 Rockville Pike	Rockville	20852-1603	301-881-1726
MD	OPR	Wood, John Bradshaw II (Brad)	1401 Research Blvd	Rockville	20850-3159	301-251-4000
MD	OPR	Gibson, Robert Ernest III (Rob)	2736 N Salisbury Blvd	Salisbury	21801-2143	410-543-0206
MD	OPR	Gibson, Robert Ernest III (Rob)	2300 N Salisbury Blvd Ste G115	Salisbury	21801-7831	410-543-8535
MD	OPR	Dinoto, Joseph Michael Jr. (Joe)	7831 Quarterfield Park Road	Severn	21144	410-969-8272
MD	OPR	Schenck, William Christopher (Chris)	511 Ritchie Hwy	Severna Park	21146-2924	410-647-6232
MD	OPR	Oyeniya, Atinuke A (Tina)	12289 Tech Rd	Silver Spring	20904-1901	301-960-1195
MD	OPR	Parker, Terrance M. (T.J.)	825 Ellsworth Dr Lot D1-A	Silver Spring	20910-4438	301-588-2915
MD	OPR	Martz, Natalie Kay (Natalie)	825 Dulaney Valley Rd Ste 3285	Towson	21204-3204	410-296-4950
MD	OPR	Weikel, Kenneth Franklin (Ken)	3710 Crain Highway	Waldorf	20603	240-210-8797
MD	OPR	Weikel, Kenneth Franklin (Ken)	3365 Crain Hwy	Waldorf	20603-4857	301-632-9776
MD	OPR	McDaniel, Phillip Jason (P.J.)	144 Englar Rd	Westminster	21157-4858	410-871-2752
ME	OPR	Schultz, Todd (Todd)	605 Stillwater Ave	Bangor	04401-3523	207-262-3725
ME	OPR	Terrell, James Bradley (Brad)	94 Rock Row	Westbrook	04092-4854	207-550-2161
MI	OPR	Lunsford, Bradley Christopher (Brad)	3355 Fairlane Dr	Allen Park	48101-2874	313-982-9926
MI	OPR	DeKoekkoek, Tyler James (Tyler)	6083 B Dr N	Battle Creek	49014-8367	269-468-5454
MI	OPR	McKay, Gregory Allen (Greg)	3140 Miller Road	Flint	48507	810-292-0830
MI	OPR	Ochsner, Jamie Noel (Jamie)	5525 28th St SE	Grand Rapids	49512-2053	616-600-1437
MI	OPR	Ochsner, Jamie Noel (Jamie)	2750 E Beltline Ave SE	Grand Rapids	49546-5914	616-464-2697
MI	OPR	Shane, Todd Alan (Todd)	3461 Alpine Ave NW	Grand Rapids	49544-1633	616-327-8046
MI	OPR	Spurlin, Richard B. (Brad)	1545 Edgeknoll Dr SE	Grand Rapids	49508-7183	616-656-6000
MI	OPR	Page, Shaun Jacob (Shaun)	2332 N Park Dr	Holland	49424-9599	616-355-9933
MI	OPR	Rashid, Idris Yasin Abdur (Idris)	4748 W Main St	Kalamazoo	49006-2688	269-337-1880
MI	OPR	McNerney, Katherine Ann (Kate)	5617 W Saginaw Hwy	Lansing	48917-2456	517-321-7800
MI	OPR	Brown, Vikki Hardy (Vikki)	11700 Middlebelt Rd	Livonia	48150-2389	734-744-3337
MI	OPR	Schultes, Dustin Cody (Dustin)	2071 N Telegraph Rd	Monroe	48162-8947	734-344-4446
MI	OPR	Whitsel, Philip Ryan (Phil)	20135 Haggerty Rd	Northville	48167-1999	248-465-0065
MI	OPR	Lewis, Matthew Kenneth (Matt)	5607 Harvey St	Norton Shores	49444-7735	231-799-0107
MI	OPR	Killian, Michael A. II (Michael)	27750 Novi Rd	Novi	48377-3422	248-993-0025
MI	OPR	Biggee, Nicholas C. (Nick)	2075 W Grand River Ave	Okemos	48864-1706	855-692-7474
MI	OPR	Rashid, Idris Yasin Abdur (Idris)	6202 S Westnedge Ave	Portage	49002-2810	269-327-0877
MI	OPR	Sampier, Dennis George (Dennis)	13811 Hall Rd	Shelby Township	48315-6102	248-707-2695
MI	OPR	Leverett, Matthew Lamar (Matthew)	28588 Telegraph Rd	Southfield	48034-7505	248-480-7912
MI	OPR	Sautter, Anthony Joseph (Anthony)	22250 Eureka Rd	Taylor	48180-5233	
MI	OPR	Ramsey, Christopher J. (Chris)	2700 N US Highway 31 S	Traverse City	49684-4527	231-493-8881
MI	OPR	Engstrom, Kacey Lynn (Kacey)	2800 W Big Beaver Rd Ste Y-323	Troy	48084-3224	248-930-0135
MI	OPR	Hiller, Timothy Daniel (Tim)	356 Wilson Ave NW	Walker	49534-3555	616-453-7045
MI	OPR	Gibson, Cody Mitchell (Cody)	20200 West Rd	Woodhaven	48183-3321	734-308-8736
MI	OPR	Jay, Kristen Booher (Kristen)	700 54th St SW	Wyoming	49509-9526	616-534-2961
MN	OPR	Blanch, Ryan Joseph (Ryan)	7480 153rd St W	Apple Valley	55124-7040	952-431-4445
MN	OPR	Wilson, Alexander Melvin (Alex)	3855 Lexington Ave N	Arden Hills	55126-2936	763-438-7095
MN	OPR	McLaughlin, Alexander Maurice (Alex)	12331 Ulysses St NE	Blaine	55434	763-225-1685
MN	TMP	Goldbranson, Elijah	595 Northtown Dr NE	Blaine	55434-1044	763-786-5389

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

MN	OPR	Dorsett, Nathan Reid (Reid)	354 Central Pkwy	Bloomington	55425-2570	952-854-1557
MN	OPR	Dorsett, Nathan Reid (Reid)	2500 W 79th St	Bloomington	55431-1280	952-888-0488
MN	OPR	Luffman, Brandon Kyle (Brandon)	9751 Xenia Ave N	Brooklyn Park	55443-2384	763-315-1010
MN	OPR	Johnson, Andrew Vern (Andrew)	1200 County Road 42 W	Burnsville	55337-4431	952-898-3410
MN	OPR	Armstrong, Andrew James (Andrew)	445 W 79th St	Chanhassen	55317-4505	952-937-7557
MN	OPR	McLaughlin, Alexander Maurice (Alex)	3590 River Rapids Dr NW	Coon Rapids	55448-4100	763-323-9978
MN	OPR	Murad, Nicholas Joseph (Nick)	3420 Promenade Ave	Eagan	55123-4404	651-686-0041
MN	OPR	Armstrong, Andrew James (Andrew)	12350 Castlemoor Drive	Eden Prairie	55344	952-247-4044
MN	OPR	Christman, Nancy Lynn (Nancy)	11820 Fountains Way	Maple Grove	55369-7203	763-307-0375
MN	OPR	Wright, Jonathan Maxwell (Jonathan)	3045 White Bear Ave N	Maplewood	55109-1309	651-777-2329
MN	OPR	Watts, Kevin Thomas (Kevin)	615 Washington Ave SE	Minneapolis	55414-2931	612-643-9770
MN	OPR	Peterson, Scott Erik (Scott)	3005 Harbor Ln N	Plymouth	55447-5103	763-317-9200
MN	OPR	Stockdale, Matthew James (Matt)	1201 Broadway Ave S	Rochester	55904-3862	507-289-2669
MN	OPR	Wilson, Alexander Melvin (Alex)	2090 Snelling Ave N	Roseville	55113-6001	651-636-0144
MN	OPR	Marshall, Roger Douglas (Doug)	4185 W Division St	Saint Cloud	56301-3740	320-251-1669
MN	OPR	Lee, Caleb Gay (Caleb)	8020 Highway 7	Saint Louis Park	55426-3924	952-938-1034
MN	OPR	MacDonald, Simeon Aaron (Simeon)	1770 Robert St S	West Saint Paul	55118-3919	651-457-2991
MN	OPR	Lee, Robert Earl (Bob)	6939 Valley Creek Rd	Woodbury	55125-2227	651-731-5225
MO	OPR	Neel, Shane Ryan (Shane)	1 Arnold Mall	Arnold	63010-2223	636-287-9814
MO	OPR	Jackley, Brandon Douglas (Brandon)	951 NE Coronado Dr	Blue Springs	64014-3005	816-220-2321
MO	OPR	Hutcheson, Daniel Kevin (Kevin)	2915 W 76 Country Blvd	Branson	65616-2173	417-201-4311
MO	OPR	Hutcheson, Daniel Kevin (Kevin)	607 W Main St	Branson	65616-2720	417-334-2723
MO	OPR	Gutherz, Robert John (Bob)	8590 Eager Rd	Brentwood	63144-1435	314-968-5400
MO	OPR	Anthony, Todd Michael (Todd)	12450 Saint Charles Rock Rd	Bridgeton	63044-2506	
MO	OPR	House, Brian Keith (Brian)	3333 Gordonville Rd	Cape Girardeau	63703-5059	573-651-4600
MO	OPR	Greene, Jeffrey Adams (Jeff)	17365 Chesterfield Airport Rd	Chesterfield	63005-1414	636-536-6933
MO	OPR	Van Voorn, Thomas Edward (Tom)	305 N Stadium Blvd	Columbia	65203-1147	573-445-6627
MO	OPR	Bruce, Devin Taylor (Devin)	12398 Olive Blvd	Creve Coeur	63141-6443	314-314-6311
MO	OPR	Bruce, James David (David)	11997 Manchester Rd	Des Peres	63131-4502	314-821-3452
MO	OPR	Bruce, James David (David)	184 W County Ctr Spc N	Des Peres	63131-3702	314-314-6618
MO	OPR	Johnson, Anthony Paul (Tony)	304 Clarkson Rd	Ellisville	63011-2222	636-527-0016
MO	OPR	Fox, Latasha Lynn (Tasha)	3159 N Highway 67	Florissant	63033-1602	
MO	OPR	Andersen, Lloyd (Lloyd)	18785 E 39th St S	Independence	64057-1790	816-795-7775
MO	OPR	Stevens, Dennis Adam (Dennis)	3407 Missouri Blvd	Jefferson City	65109-5768	573-638-0151
MO	OPR	Starkweather, Richard Eugene (Rick)	3509 S Range Line Rd	Joplin	64804-4432	417-553-2005
MO	OPR	Starkweather, Richard Eugene (Rick)	101 N Range Line Rd	Joplin	64801-4118	417-781-7123
MO	OPR	Starkweather, Richard Eugene (Rick)	2127 S Range Line Rd	Joplin	64804-3242	417-781-6000
MO	OPR	Gallawa, Andrew Peter (Andy)	6501 NW Barry Rd	Kansas City	64154-2575	816-587-0411
MO	OPR	Swyden, Forrest (Forrest)	8551 State Line Rd	Kansas City	64114-2723	816-361-8800
MO	OPR	Pierce, Cody ONeal (Cody)	8280 Old Highway N	Lake Saint Louis	63367	
MO	OPR	Spencer, Lance McCoy (Lance)	690 NW Blue Pkwy	Lees Summit	64086-5734	816-246-2948
MO	OPR	Hoffman, Jon David (Jon)	110 N Conistor Ln	Liberty	64068-1902	816-415-2212
MO	OPR	Griffin, Carter Jonathan (Carter)	12607 Dorsett Rd	Maryland Height	63043-2129	
MO	OPR	Noel, Michael E. (Mike)	2106 Highway K	O Fallon	63368-7930	636-272-5346
MO	OPR	Berry, Dakota Michael (Dakota)	2020 Zumbehl Rd	Saint Charles	63303-2722	
MO	OPR	Schenk, Jacob Lynn (Jake)	5303 N Belt Hwy	Saint Joseph	64506-1262	816-232-5500
MO	OPR	Benting, Eric Tyson (Eric)	10706 Sunset Hills Plz	Saint Louis	63127-1219	314-822-9500
MO	OPR	Pyatt, Nick Allen (Nick)	3801 Hampton Ave	Saint Louis	63109-1410	
MO	OPR	Torres, Christopher Louis (Chris)	4125 Lemay Ferry Rd	Saint Louis	63129-1859	314-845-3499
MO	OPR	Simmonds, Mark Edward (Mark)	6180 Mid Rivers Mall Dr	Saint Peters	63304-1101	636-447-3881
MO	OPR	Heberlie, Brian Joseph (Brian)	2355 N Glenstone Ave	Springfield	65803-4649	417-427-2577
MO	OPR	Heberlie, Brian Joseph (Brian)	425 W Sunshine St	Springfield	65807-2433	417-866-4232
MO	OPR	Lowery, Stephen David (Steve)	3700 S Glenstone Ave	Springfield	65804-4416	417-890-5800
MO	OPR	Lynch, Christopher Kent (Chris)	2825 S Glenstone Ave Ste Vc-11	Springfield	65804-3732	417-883-2275

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

MO	OPR	Craig, Timothy Lamont Jr (Tim)	8637 Olive Blvd	St. Louis	63132	314-370-6946
MO	OPR	Swindler, Robert S. (Scott)	1918 Wentzville Pkwy	Wentzville	63385-3453	636-639-2357
MS	OPR	Bartels, Ralph A. II (Ralph)	2600 Beach Blvd	Biloxi	39531-4600	228-388-2648
MS	OPR	Hayes, Frank Keys (Keys)	201 Disotell Blvd	Brandon	39042-7022	601-939-9171
MS	OPR	Tucker, Morgan Brooke (Morgan)	401 Handley Blvd Ste A	Byram	39272-8979	769-251-5970
MS	OPR	Osborne, Edmond McNeil (Neil)	952 Highway 80 E	Clinton	39056-5203	601-924-8892
MS	OPR	Cofield, Brittany Day (Brittany)	528 18th Ave N	Columbus	39705-2283	662-329-5979
MS	OPR	Rogers, David Michael (David)	1600 Highway 72 E	Corinth	38834-6528	662-284-4688
MS	OPR	Benson, Robert Max (Max)	3842 Promenade Pkwy	Diberville	39540-5364	228-392-1892
MS	OPR	Hayes, Frank Keys (Keys)	274 Dogwood Blvd	Flowood	39232-8602	601-992-2554
MS	OPR	Miller, Avery Jamal (Avery)	1647 Hwy 1 S	Greenville	38701-7803	662-913-8188
MS	OPR	McKlveen, Christopher Todd (Chris)	11001 Highway 49	Gulfport	39503-4111	228-831-9599
MS	OPR	Munger, Jonathan Michael (Jon)	6051 US 49	Hattiesburg	39401	601-952-3449
MS	OPR	Munger, Jonathan Michael (Jon)	6099 U S Highway 98	Hattiesburg	39402-9456	601-579-9119
MS	OPR	Hayes, Frank Keys (Keys)	1350 E Woodrow Wilson Ave	Jackson	39216-5112	769-572-7100
MS	OPR	Hodges, Ian Bowles (Ian)	210 E Capitol St	Jackson	39201-2306	601-352-1450
MS	OPR	Perdue, Scott Felton (Scott)	1065 E County Line Rd	Jackson	39211-1851	601-991-3265
MS	OPR	Pickering, Brittney Nicole (Brittney)	1138 Highway 15 N	Laurel	39440-2650	601-425-1995
MS	OPR	Rosson, Chris C. (Chris)	1873 Main St	Madison	39110-6382	601-898-2338
MS	OPR	Lindsey, Mark Edward (Mark)	106 Edgewood Dr	Mc Comb	39648-2043	
MS	OPR	Russell, Brian Talmadge (Brian)	109 S Frontage Rd	Meridian	39301-6110	601-581-1479
MS	OPR	Paulsen, Brandon David (Brandon)	8101 Camp Creek Rd	Olive Branch	38654-1612	662-890-2697
MS	OPR	Reed, Lance William (Lance)	2307 Jackson Ave W	Oxford	38655-5417	662-232-8787
MS	OPR	Johnson, Chasity Annah (Annah)	1156 Evelyn Gandy Pkwy	Petal	39465-3947	601-340-9758
MS	OPR	Miller, Kevin Lee (Kevin)	1200 E County Line Rd Ste 232	Ridgeland	39157-1942	601-957-3287
MS	OPR	Rosson, Chris C. (Chris)	685 Highland Colony Pkwy	Ridgeland	39157-8720	601-348-0155
MS	OPR	Davidson, Stuart Neil (Stuart)	235 Goodman Rd W	Southaven	38671-9408	662-349-3587
MS	OPR	Paulsen, Brandon David (Brandon)	6885 Getwell Rd	Southaven	38672-6390	662-772-5868
MS	OPR	Rogers, Jonathan S. (Jonathan)	701 Highway 12 E	Starkville	39759-3808	662-324-4460
MS	OPR	Finley, James H. Jr. (Jamey)	908 Barnes Crossing Rd	Tupelo	38804-0910	662-844-1270
MS	OPR	Locke, Taylor Andrew (Taylor)	1001 Barnes Crossing Rd Ste 14	Tupelo	38804-0902	662-844-9616
MS	OPR	Jones, Nicholas Grady (Nick)	3403 Halls Ferry Rd	Vicksburg	39180-5503	601-661-0001
MT	OPR	Lewis, Donald Leroy III (Lee)	670 S 24th St W	Billings	59102-6271	406-970-0018
MT	OPR	Meadows, Casey Len (Casey)	35 Treeline Rd	Kalispell	59901-1219	406-752-3710
MT	OPR	Lovette, Jonathan David (Jonathan)	2880 N Reserve St	Missoula	59808-1308	406-312-2400
NC	OPR	Corbett, Eric Steven (Eric)	265 Turner St	Aberdeen	28315-2364	910-637-8200
NC	OPR	Moore, David Keith (David)	260 NC-801 N	Advance	27006-7944	336-306-5699
NC	OPR	Bruce, Tyler Matthew (Tyler)	625 NC Hwy 24/27 byp E	Albemarle	28001	704-983-2789
NC	OPR	Holmes, Anthony Victor (Tony)	1110 Beaver Creek Commons Dr	Apex	27502-3919	919-303-2377
NC	OPR	Strole, Bryan James (Bryan)	130 Airport Rd	Arden	28704-8516	828-483-6266
NC	OPR	Ramsey, Samuel Keith (Sam)	1212 E Dixie Dr	Asheboro	27203-8856	336-633-1303
NC	OPR	Ramsey, Samuel Keith (Sam)	425 Randolph Mall	Asheboro	27203-0613	336-626-6688
NC	OPR	Leatherwood, Nicholas Brian (Nick)	139 Smokey Park Hwy	Asheville	28806-1138	828-667-9770
NC	OPR	Meadows, Lawrence Irvin (Larry)	1832 Hendersonville Rd	Asheville	28803-3207	828-277-9913
NC	OPR	Meadows, Lawrence Irvin (Larry)	21 Peaks Center Ln	Asheville	28805-0055	828-298-2571
NC	OPR	Sellers, Joel Michael II (Joel)	170 Merrimon Ave	Asheville	28801-1826	828-253-2201
NC	OPR	Gilbert, Natasha Tamara (Natasha)	801 Park St	Belmont	28012-2765	704-825-8600
NC	OPR	Gilbert, Natasha Tamara (Natasha)	925 S Point Rd	Belmont	28012-9520	704-800-5255
NC	OPR	Fogleman, Terese O. (Terese)	2082 Blowing Rock Rd	Boone	28607-6152	828-264-4660
NC	OPR	Willis, Michael Shawn (Shawn)	3102 Garden Rd	Burlington	27215-9784	336-584-3050
NC	OPR	Willis, Michael Shawn (Shawn)	1477 University Dr	Burlington	27215-8768	336-584-0895
NC	OPR	Butts, David B. (Dave)	1803 N Harrison Ave	Cary	27513-2408	919-678-1444
NC	OPR	Caffrey, Charles Andrew (Drew)	411 Colonades Way	Cary	27518-7071	919-816-8222
NC	OPR	Holcombe, Richard Garland (Rick)	1000 Valleystone Dr	Cary	27519-8405	919-465-0699

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NC	OPR	Junkins, Paul R. (Paul)	1815 Walnut St	Cary	27518-9201	919-233-1691
NC	OPR	Phillips, Amanda Lauer (Amanda)	7107 Okelly Chapel Rd	Cary	27519-6849	919-466-9525
NC	OPR	Culberson, Samuel Dwain (Sammy)	101 Village Center Dr	Chapel Hill	27516-7189	919-869-7747
NC	OPR	Bingham, Charles DuPre (DuPre)	8411 Northlake Commons Blvd	Charlotte	28216-2268	704-599-2330
NC	OPR	Bingham, Charles DuPre (DuPre)	3821 Corning Pl	Charlotte	28216-1224	704-395-2004
NC	OPR	Cestrone, Peter Andrew (Peter)	1001 Blythe Blvd	Charlotte	28203-5866	704-355-5900
NC	OPR	Cestrone, Peter Andrew (Peter)	14111 Rivergate Pkwy	Charlotte	28273-8872	704-504-8484
NC	OPR	Cestrone, Peter Andrew (Peter)	8032 S Tryon St	Charlotte	28273-3324	704-504-1234
NC	OPR	Crain, James Thomas III (Jim)	4400 Sharon Rd # VC06	Charlotte	28211-3531	704-364-5770
NC	OPR	Harakas, Andre George (Andre)	101 S Tryon St Ste 9	Charlotte	28280-0007	704-344-0222
NC	OPR	Harakas, Andre George (Andre)	4431 Randolph Rd	Charlotte	28211-2325	704-366-0073
NC	OPR	Johnston, Rebecca Wade (Beckie)	7910 Rea Rd	Charlotte	28277-6501	704-540-9690
NC	OPR	Jordan, Taylor Leab (Taylor)	957 N Wendover Rd	Charlotte	28211-1764	704-271-4855
NC	OPR	McAllaster, Barry Neal (Barry)	10001 Rea Rd	Charlotte	28277-4390	704-844-0704
NC	OPR	McFarland, Tony Maurice (Tony)	6801 Northlake Mall Dr Ste Fc201	Charlotte	28216-0792	704-596-1211
NC	OPR	Porter, Tamara Elizabeth (Tami)	1540 E Woodlawn Rd	Charlotte	28209-2235	704-601-6031
NC	OPR	Queen, Harold Edward III (Hal)	9010 Albemarle Rd	Charlotte	28227-2620	704-537-2140
NC	OPR	Riddle, Justin Micah (Justin)	3117 Pineville Matthews Rd	Charlotte	28226	704-541-9979
NC	OPR	Rogers, Robert Carlton (Rob)	8700 University Exec Park Dr	Charlotte	28262-4336	704-593-0052
NC	OPR	Rogers, Robert Carlton (Rob)	8428 University Blvd	Charlotte	28213	980-938-2018
NC	OPR	Rogers, Robert Carlton (Rob)	333 E Trade St	Charlotte	28202-2331	
NC	OPR	Shelton, Terry K. (Terry)	9801 South Blvd	Charlotte	28273-6904	704-552-7997
NC	OPR	Singleton, Rosslyn Byrd (Rosslyn)	5920 Prosperity Church Rd	Charlotte	28269-2682	704-992-9300
NC	OPR	Stepp, Stanley Charles (Stan)	8433 Davis Lake Pkwy	Charlotte	28269-3414	704-596-2348
NC	OPR	Stouder, Jeremy L. (Jeremy)	9355 Sullivan Vale Ln	Charlotte	28215-7073	704-602-9862
NC	OPR	TerKeurst, Arthur Dudley III (Art)	11530 Waverly Center Dr	Charlotte	28277-4842	704-844-0270
NC	OPR	Tsumas, John George Jr. (John)	3015 South Blvd	Charlotte	28209-1805	704-665-6371
NC	OPR	Moore, David Keith (David)	2551 Lewisville Clemmons Rd	Clemmons	27012-8712	336-712-9973
NC	OPR	Charping, John Willard (John)	985 Concord Pkwy S	Concord	28027-9061	704-720-9115
NC	OPR	Mitchell, Roland Charles (Roland)	6061 Bayfield Pkwy	Concord	28027-7597	704-720-7580
NC	OPR	Mitchell, Roland Charles (Roland)	8020 Concord Mills Blvd	Concord	28027-4417	704-979-1120
NC	OPR	Perry, James Stockton Jr. (Stockton)	1475 Concord Pkwy N	Concord	28025-2932	704-262-1553
NC	OPR	Rice, William Matthew (Matt)	1480 Concord Pkwy N	Concord	28025-2933	704-786-7322
NC	OPR	Hatzopoulos, Joseph Theodore Jr. (Joe)	17035 Nat Bynum Lane	Cornelius	28031	704-895-7951
NC	OPR	Holland, Shannon Munze (Shannon)	7267 Highway 73	Denver	28037-9187	704-827-1301
NC	OPR	Fernandez, Anthony Raymond (Tony)	3912 N Roxboro St	Durham	27704-2118	919-620-0897
NC	OPR	Fernandez, Joseph Raymond (Joe)	4139 Durham Chapel Hill Blvd	Durham	27707-2502	919-402-2092
NC	OPR	Hamel, David Christopher (David)	104 Residence Inn Blvd	Durham	27713-2200	919-484-7778
NC	OPR	MacDonald, Nathan Joshua (Nate)	7836 Leonardo Dr	Durham	27713-6457	919-206-4330
NC	OPR	Moncree, Pamela Michelle (Pamela)	3429 Hillsborough Rd	Durham	27705-3008	919-382-9399
NC	TMP	Lowe, Charles (Tyler)	6910 Fayetteville Rd Ste 246	Durham	27713-8259	919-806-5557
NC	OPR	Meadows, Shelita Jaclyn (Shelita)	1706 W Ehringhaus St	Elizabeth City	27909-4554	252-331-1907
NC	OPR	Eller, Micah Young (Micah)	541 Cc Camp Rd	Elkin	28621-8704	336-366-3333
NC	OPR	Ayers, Zachary Lanier (Zach)	2727 Raeford Rd	Fayetteville	28303-5435	910-483-9501
NC	OPR	Bangs, Robert Willis Jr. (Bob)	4611 Ramsey St	Fayetteville	28311-2138	910-488-1907
NC	OPR	Burnette, Colby Shawn (Colby)	7620 S Raeford Rd	Fayetteville	28304-6127	910-745-9010
NC	OPR	Downey, Katelyn Cassidy (Katelyn)	3305 Melrose Rd	Fayetteville	28304-3424	910-615-0190
NC	OPR	Hopper, Cody Lane (Cody)	1921 Skibo Rd	Fayetteville	28314-1541	910-868-4849
NC	OPR	Isaac, Nicholas Albert (Nick)	419 Cross Creek Mall	Fayetteville	28303-7238	910-864-2596
NC	OPR	Seigler, Samuel Lane (Sam)	118 Hilltop Way	Forest City	28043-9600	828-919-2179
NC	OPR	Peters, Caleb Tyler (Caleb)	1410 Siler Road	Franklin	28734	828-369-0830
NC	OPR	Lawson, Michael Jackson Jr. (Michael)	1460 N Main St	Fuquay Varina	27526-8901	919-577-1030
NC	OPR	Coleman, Jerry L. (Jerry)	2720 Timber Dr	Garner	27529-2591	919-661-2448
NC	OPR	Coleman, Jerry L. (Jerry)	220 Shenstone Ln	Garner	27529-6905	919-329-0275

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NC	OPR	Hatley, Nolan Edward (Nolan)	424 Cox Rd	Gastonia	28054-0609	980-251-1194
NC	OPR	Wade, Russell E. (Russell)	1201 N Berkeley Blvd	Goldsboro	27534-3419	919-778-5717
NC	OPR	Ayers, Ralph Edward Jr. (Ed)	1100 Lanada Rd	Greensboro	27407-2650	336-854-9355
NC	OPR	Brown, James Ralph (Jim)	611 Pembroke Rd	Greensboro	27408-7607	336-323-0298
NC	OPR	Crockett, David William (David)	5901 W Friendly Ave	Greensboro	27410-3207	336-854-5411
NC	OPR	Kiser, Alan Keith (Keith)	209 Pisgah Church Rd	Greensboro	27455-2517	336-286-0408
NC	OPR	Kiser, Alan Keith (Keith)	3714 Battleground Ave	Greensboro	27410-2344	336-286-0073
NC	OPR	Kiser, Brian Keith (Brian)	348 Four Seasons Town Ctr	Greensboro	27407-4758	336-294-3211
NC	OPR	Matthews, Nicholas Andrew (Nick)	2710 Koury Blvd	Greensboro	27407-4967	336-299-4643
NC	OPR	White, Andrew Lee (Andrew)	6025 W Gate City Blvd	Greensboro	27407-7008	336-907-7064
NC	OPR	Dixon, Benjamin Luther Jr. (Ben)	3020 Evans St	Greenville	27834-6939	252-355-8706
NC	TMP	Allan, Raymond	714 Greenville Blvd Se Ste F7	Greenville	27858-5104	252-355-4529
NC	OPR	Stouder, Jeremy L. (Jeremy)	6805 Jenkins Ln	Harrisburg	28075-3300	704-455-0082
NC	OPR	Towne, Joshua David (Joshua)	200 Trade St	Henderson	27536-3500	252-436-0010
NC	OPR	Benson, Joel Allen (Joel)	52 Highlands Square Dr	Hendersonville	28792-5722	828-693-8080
NC	OPR	Benson, Joel Allen (Joel)	640 Spartanburg Hwy	Hendersonville	28792-5761	
NC	OPR	Goewey, James West II (James)	1815 US Highway 70 SE	Hickory	28602-5157	828-267-2027
NC	OPR	Pope, Jason Edward (Jason)	1239 2nd St NE	Hickory	28601-2660	828-569-2769
NC	OPR	Ray, Timothy Wilson (Tim)	1960 US Highway 70 SE Ste 2-121	Hickory	28602-5106	828-322-7038
NC	OPR	Rhodes, Cecil Eugene (Gene)	2700 N Main St	High Point	27265-2825	336-869-7280
NC	OPR	Rhodes, Cecil Eugene (Gene)	3855 John Gordon Ln	High Point	27265-8046	336-841-2382
NC	OPR	Allred, Lori Quinn (Lori)	801 Village Walk Dr	Holly Springs	27540-7193	919-567-0060
NC	OPR	Choice, Tiffany Burgess (Tiffany)	3101 N Main St	Hope Mills	28348-1716	910-425-2768
NC	OPR	Hatzopoulos, Joseph Theodore Jr. (Joe)	16915 Statesville Rd	Huntersville	28078-7130	704-892-0071
NC	OPR	Sandbo, Dean R. (Dean)	13801 E Independence Blvd	Indian Trail	28079-9611	704-882-2697
NC	OPR	Burgess, Nelson E. (Pete)	306 Jacksonville Mall	Jacksonville	28546-7316	910-353-7887
NC	OPR	Burgess, Nelson E. (Pete)	1405 Western Blvd	Jacksonville	28546-6758	910-455-2934
NC	OPR	Burgess, Nelson E. (Pete)	304B Western Blvd	Jacksonville	28546-6337	910-353-9700
NC	OPR	Grix, David Alexander (David)	1110 S Main St	Kernersville	27284-7480	336-992-7388
NC	OPR	Grix, David Alexander (David)	1331 Glenn Center Dr	Kernersville	27284-0187	336-993-4772
NC	OPR	Parrish, Michael Ross (Ross)	549 S Main St	King	27021-9015	336-377-3440
NC	OPR	McPhaul, John William (John)	4499 Hwy 70 W	Kinston	28504-7576	252-208-0744
NC	OPR	Richardson, John Kevin (Kevin)	6711 Knightdale Blvd	Knightdale	27545-7300	919-754-4977
NC	OPR	Meservy, Michael James (Michael)	914 S 401 Bypass Hwy	Laurinburg	28352-0500	910-501-9797
NC	OPR	Weibel, Veronica Pentony (Veronica)	3571 Leland Town Center Drive	Leland	28451	910-408-1040
NC	OPR	Sheley, Michael Dominic (Mike)	116 Wilkesboro Blvd SE	Lenoir	28645-4438	828-929-2449
NC	OPR	Fitzpatrick, Thomas Glenn (Tom)	75 Plaza Pkwy	Lexington	27292-5366	336-242-9527
NC	OPR	Joyner, Brittany Shea (Brittany)	1904 E Main St	Lincolnton	28092-3917	704-735-0050
NC	OPR	Morse, Mark Bartholomew (Mark)	230 Jackson Ct	Lumberton	28358-1103	910-739-7797
NC	OPR	Morse, Mark Bartholomew (Mark)	3400 N Elm St	Lumberton	28358-2812	910-556-5002
NC	OPR	Keretses, Constantine Steven (Deno)	9905 Matthews Park Dr	Matthews	28105-1714	704-847-7702
NC	OPR	Sandbo, Dean R. (Dean)	6390 Weddington Rd	Matthews	28104-7925	704-234-1000
NC	OPR	Perkins, Kristopher Todd (Todd)	1311 Mebane Oaks Rd	Mebane	27302-9681	919-568-6080
NC	OPR	Queen, Harold Edward III (Hal)	7404 Matthews Mint Hill Rd	Mint Hill	28227-7595	704-486-4072
NC	OPR	Rowland, David J. (David)	2115 W Roosevelt Blvd Ste 105	Monroe	28110-2737	704-283-8070
NC	OPR	Rowland, David J. (David)	2592 W Roosevelt Blvd	Monroe	28110-8431	704-225-8630
NC	OPR	Wiggins, Darin Bradley (Darin)	420 Talbert Rd	Mooresville	28117-8035	704-944-2884
NC	OPR	Wiggins, Darin Bradley (Darin)	457 River Hwy	Mooresville	28117-6828	704-799-0401
NC	OPR	Conneely, Patrick Michael (Patrick)	5156 Hwy 70 W	Morehead City	28557-4504	252-247-7281
NC	OPR	Stoudenmire, Dallas Eugene Jr. (Dallas)	1006 Burkemont Ave	Morganton	28655-4503	828-439-2373
NC	OPR	Tidd, Charles Richard V (Chad)	2007 Rockford St	Mount Airy	27030-5203	336-648-8500
NC	OPR	Pike, Thomas S. (Tom)	3000 M L King Jr Blvd	New Bern	28562-5212	252-672-9321
NC	OPR	Shelton, Terry K. (Terry)	11025 Carolina Place Pkwy Ste Fc10	Pineville	28134-9014	704-543-4238
NC	OPR	Butler, Terry Eugene (Terry)	6612 Glenwood Ave	Raleigh	27612-7128	919-571-8480

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NC	OPR	Carless, Donovan Andrew Jr. (Donovan)	5959 Triangle Town Blvd Spc FC1104	Raleigh	27616-3268	919-792-2214
NC	OPR	Costen, Jade Wallace (Jade)	651 E Six Forks Rd	Raleigh	27609-7852	919-831-1408
NC	OPR	Kerr, Charles J. (Charly)	8661 Six Forks Rd	Raleigh	27615-2966	919-848-6715
NC	OPR	Langston, David Calvin (David)	8901 Brier Creek Pkwy	Raleigh	27617-7807	919-973-0093
NC	OPR	Latta, B. Chris (Chris)	6701 Falls Of Neuse Rd	Raleigh	27615-5373	919-845-4556
NC	OPR	Latta, B. Chris (Chris)	4621 Capital Blvd	Raleigh	27604-4479	919-850-2175
NC	OPR	Lawson, Ashlee R. (Ashlee)	2000 Cameron St	Raleigh	27605-1311	919-589-1637
NC	OPR	McClure, Charles Thomas (Charlie)	7740 Fayetteville Rd	Raleigh	27603-5430	919-420-9760
NC	OPR	Wade, Katherine Ann (Katherine)	3770 Lake Boone Trl	Raleigh	27607-3042	919-785-2799
NC	OPR	Wade, Katherine Ann (Katherine)	1400 Edwards Mill Rd	Raleigh	27607-3624	
NC	OPR	Welch, Nicholas Michael (Nick)	4325 Glenwood Ave Ste 2040	Raleigh	27612-4526	919-782-1911
NC	TMP	Carowan, Andrew R.	4154 Main at North Hills St	Raleigh	27609-5754	919-420-1936
NC	OPR	Galloway, Amy Michelle (Amy)	280 Premier Blvd	Roanoke Rapids	27870-5076	252-541-5101
NC	OPR	Lehnes, William M. (Bill)	1332 Jeffreys Rd	Rocky Mount	27804-1806	252-442-3525
NC	OPR	Hawkins, William Allan (Bo)	902 E Innes St	Salisbury	28144-4638	704-797-9300
NC	OPR	McKeown, Kelly Arnold (Kelly)	3224 NC Highway 87 S	Sanford	27332	919-777-0707
NC	OPR	Guthrie, Christopher Joseph (Chris)	2900 Frontage Rd NW	Shallotte	28470-5990	910-722-9011
NC	OPR	Beckler, Christopher Robin (Chris)	719 E Dixon Blvd	Shelby	28152-6831	704-481-8110
NC	OPR	Dorsett, Brennan Neal (Brennan)	2001 E Dixon Blvd Ste 38	Shelby	28152-6957	704-482-8150
NC	OPR	Dimsdale, Brian Keith (Keith)	1300 N Brightleaf Blvd	Smithfield	27577-7204	919-938-0058
NC	OPR	Watson, David Ligon (David)	228 Turnersburg Hwy	Statesville	28625-2797	704-881-0002
NC	OPR	Reasoner, Robert Mark (Rob)	11730 Retail Dr	Wake Forest	27587-7349	919-562-9004
NC	OPR	Reasoner, Robert Mark (Rob)	1010 Forestville Rd	Wake Forest	27587-9361	919-554-6995
NC	OPR	Conard, Robert Earl (Robert)	45 Barber Blvd	Waynesville	28786-2874	828-452-7838
NC	OPR	Eller, Mark Albert (Mark)	2007 W Us Highway 421	Wilkesboro	28697-8637	336-921-2697
NC	OPR	Jarvis, Harold William II (Harold)	5106 S College Rd	Wilmington	28412-2206	910-794-9008
NC	OPR	Lynch, William David (Billy)	6891 Swan Mill Rd	Wilmington	28405-3170	910-256-0854
NC	OPR	Lynch, William David (Billy)	195 Porters Neck Rd	Wilmington	28411-7601	910-686-2130
NC	OPR	Perdue, Calvin Michael (Mike)	3500 Oleander Dr Ste Fc2	Wilmington	28403-0847	910-799-3900
NC	OPR	Perdue, Calvin Michael (Mike)	3389 Oleander Dr	Wilmington	28403-0808	910-452-9399
NC	OPR	Salmon, John Benjamin (Ben)	5123 Market St	Wilmington	28405-3431	910-397-2884
NC	OPR	Proctor, Christy Dianne (Christy)	2407 Forest Hills Rd W	Wilson	27893-3478	252-206-9862
NC	OPR	Proctor, Christy Dianne (Christy)	5100 Raleigh Road Pkwy W	Wilson	27896-9708	252-640-2756
NC	OPR	Ingram, Carrie Leigh (Carrie)	1925 N Peace Haven Rd	Winston Salem	27106-4850	336-923-7125
NC	OPR	Parrish, Michael Ross (Ross)	328 E Hanes Mill Rd	Winston Salem	27105-9135	336-377-3440
NC	OPR	Tassan, Laura Grace (Laura)	391 Knollwood St	Winston Salem	27103-1814	336-722-6058
NC	OPR	Zimmermann, Peter Karl Irum (Peter)	3343 Sides Branch Rd	Winston Salem	27127-6852	336-283-0080
NC	OPR	Zimmermann, Peter Karl Irum (Peter)	924 Hanes Mall Blvd	Winston Salem	27103-5527	336-765-0713
NC	TMP	Pender, Brooks	3320 Silas Creek Pkwy Ste FC7	Winston Salem	27103-3126	336-760-9412
NC	OPR	Dees, Abbott W. (Abbott)	4239 Winterville Pkwy	Winterville	28590-7969	252-321-1382
ND	OPR	Stubbs, Andrew Joseph (Andrew)	703 S 3rd St	Bismarck	58504-7558	701-751-0793
ND	OPR	Flamm, Kimberly Kay (Kimberly)	4100 13th Ave S	Fargo	58103-3322	701-281-5976
ND	OPR	Wentink, Michael Guy (Guy)	3230 32nd Ave S	Grand Forks	58201-6018	701-746-9942
NE	OPR	Deall, Thomas Arthur (Tom)	2016 Cornhusker Rd	Bellevue	68123-4422	402-292-2337
NE	OPR	Colon, Charles F. (Charlie)	6810 S 27th St	Lincoln	68512-4822	402-975-2448
NE	OPR	Stice, Michael Floyd (Mike)	4770 O St	Lincoln	68510-1847	402-465-0075
NE	OPR	Douan, Edward Kenneth Jr. (Ed)	12310 W Dodge Rd	Omaha	68154-2382	402-884-8654
NE	OPR	Shaw, Stuart J. (Stu)	17501 W Center Rd	Omaha	68130-2740	402-334-3452
NE	OPR	Smith, Kent Joseph Jr. (Kent)	6310 N 72nd St	Omaha	68134-2104	402-571-0927
NE	OPR	Ubele, Richard George Jr. (Rich)	7575 Dodge St	Omaha	68114-3632	402-614-6960
NE	OPR	Norton, Joshua Warren (Josh)	8710 S 71st Plz	Papillion	68133-2142	402-934-6602
NH	OPR	Piccola, Anthony Jay (Anthony)	310 Daniel Webster Hwy Ste 144	Nashua	03060-5732	603-891-1000
NH	OPR	Piccola, Anthony Jay (Anthony)	377 Amherst St	Nashua	03063-1210	603-595-2202
NH	OPR	Stoffel, Grant Edward (Grant)	14 S Village Dr	Salem	03079-3002	978-872-1421

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NJ	OPR	Diaco, William P. (Bill)	110 Black Horse Pike	Audubon	08106	856-547-0815
NJ	OPR	Diaco, William P. (Bill)	301 White Horse Pike	Barrington	08007-1317	856-417-0222
NJ	OPR	Reim, Theodore Michael (Ted)	522 Route 70	Brick	08723-4014	732-477-1093
NJ	OPR	Gottschling, James A. Jr. (Jamie)	1817 Mount Holly Rd	Burlington	08016-4700	609-309-9335
NJ	OPR	Curran, David J. (Dave)	400 Haddonfield Rd	Cherry Hill	08002-2206	856-488-1600
NJ	OPR	Curran, David J. (Dave)	2250 Route 70 West	Cherry Hill	08002	
NJ	OPR	Streeter, Shelby Reaves (Shelby)	1749 Marlton Pike E	Cherry Hill	08003-2320	856-481-3077
NJ	OPR	Cozzi, Steven Jacob (Steve)	1301 Fairview Blvd	Delran	08075-1452	856-764-0765
NJ	OPR	Henry, Thomas Edgar (Tom)	1480 Clements Bridge Rd	Deptford	08096-3006	856-853-0425
NJ	OPR	Kramb, Steven Randall (Stevie)	1750 Deptford Center Rd Ste F17	Deptford	08096-5235	856-209-4666
NJ	OPR	Stubbs, Cassandra Nicole (Cassie)	42 State Route 36	Eatontown	07724-2508	609-496-5479
NJ	TMP	Herndon, Mary	180 Highway 35 Spc F-9	Eatontown	07724-2023	732-542-2243
NJ	OPR	Stein, Sophie R. (Sophie)	999 US Highway 1	Edison	08817-4849	732-743-7123
NJ	TMP	Young, Samantha	55 Parsonage Rd Unit 434	Edison	08837-2499	732-548-6024
NJ	OPR	Maxwell, Joshua M. (Josh)	6038 Black Horse Pike	Egg Harbor Tow	08234-9752	609-407-4100
NJ	OPR	McCloy-Miles, Amy Theresa (Amy)	6801 Black Horse Pike	Egg Harbor Tow	08234-4115	609-407-4900
NJ	OPR	Williams, Dennis Denver (Dennis)	2 Nathaniel Pl	Englewood	07631-2735	201-227-2050
NJ	OPR	Reep, Ryan Jeffrey (Ryan)	287 US Highway 202/31 S	Flemington	08822-3458	908-237-2697
NJ	OPR	Digges, Benjamin William (Ben)	3710 US Highway 9 Ste 2314	Freehold	07728-4812	732-308-3402
NJ	OPR	Gardner, Kelvin Gerard (Kelvin)	3323 US Highway 9	Freehold	07728-8528	732-431-3067
NJ	OPR	Williams, Dennis Denver (Dennis)	41 Route W # 4	Hackensack	07601	201-525-7290
NJ	OPR	Leon, Joshua Michael (Josh)	555 Marketplace Blvd	Hamilton	08691-2112	609-581-7603
NJ	OPR	Jones, Brandon A. (Brandon)	2819 State Route 35	Hazlet	07730-1516	732-335-5543
NJ	OPR	Houchins, Sarah Wilson (Sarah)	4881 Us Highway 9	Howell	07731-3749	732-730-9033
NJ	OPR	Petersen, Dorian Marcell (Dorian)	30 Mall Dr W	Jersey City	07310-1615	201-459-1100
NJ	OPR	Marple, Jonathan Adam (Jonathan)	2950 US Highway 1	Lawrenceville	08648-2415	609-710-5511
NJ	OPR	Terrell, Marlon Devon (Marlon)	900 W Edgar Road	Linden	07036	908-290-3289
NJ	OPR	Baals, Matthew D. (Matthew)	434 Route 72 W	Manahawkin	08050-2899	609-488-6611
NJ	OPR	McGrory, Christian Joseph (Christian)	220 Route 73 N	Marlton	08053-1608	856-985-4391
NJ	OPR	Blind, Andrew Joseph (Drew)	1711 NJ-10 (Rt.10)	Morris Plains	07950	973-605-1029
NJ	OPR	Reiner, Richard C. Jr. (Rich)	58 Centerton Rd	Mount Laurel	08054-6102	856-439-2696
NJ	OPR	Schleicher, Alyssa Ranae (Alyssa)	1418 Nixon Dr	Mount Laurel	08054-4261	856-778-1900
NJ	OPR	Smith, Adam Ryan (Adam)	7416 Tonnelle Ave	North Bergen	07047-4619	201-351-0344
NJ	OPR	Colon-Lopez, Carlos J. (Carlos)	2313 US Highway 1	North Brunswick	08902-4422	732-289-9699
NJ	OPR	Varona, Ramon (Ramon)	1613 State Highway 35	Oakhurst	07755-2907	732-769-4232
NJ	OPR	Cordero, James W. (James)	770 Texas Rd	Old Bridge	08857	732-591-1560
NJ	OPR	Crane, Zachary Tyler (Zach)	1 Garden State Plz	Paramus	07652-2417	201-843-0347
NJ	OPR	Reynolds, Aaron Frederick (Aaron)	2065 Paramus Park Mall	Paramus	07652-3536	201-967-1059
NJ	OPR	Atie, Charbel B (Charlie)	1180 US Highway 46	Parsippany	07054-2142	
NJ	OPR	Young, Jonathan D. (Jon)	1194 US Highway 22	Phillipsburg	08865-4117	908-859-4000
NJ	OPR	Cowan, Raymond Edward Jr. (Ray)	726 State Rt 17	Ramsey	07446-1603	201-818-8825
NJ	OPR	Price, Jeffrey R. (Jeff)	621 Woodbury Glassboro Rd	Sewell	08080-3733	856-464-2277
NJ	OPR	Clark, Burley Allen (Burley)	481 Cross Keys Rd	Sicklerville	08081-9749	856-262-0002
NJ	OPR	Bridges, William E. Jr. (Will)	4801 Stelton Rd	South Plainfield	07080-1106	908-548-8729
NJ	OPR	Walsh, Kenneth A. (Ken)	19 Teterboro Landing Dr	Teterboro	07608-1120	201-288-0847
NJ	OPR	Clark, Burley Allen (Burley)	5651 Route 42	Turnersville	08012-1000	856-228-2111
NJ	TMP	Hickman, James Jr	2319 US Highway 22 W	Union	07083-8517	908-688-4515
NJ	OPR	Kelley, Phillip Allen (Phil)	1211 W Landis Ave	Vineland	08360-3462	856-692-0009
NJ	OPR	Kelley, Phillip Allen (Phil)	3849 S Delsea Dr	Vineland	08360-7408	856-327-4414
NJ	OPR	McArthur, John E. (John)	1170 White Horse Rd	Voorhees	08043-2108	856-784-5360
NJ	OPR	Thornton, Michael William (Michael)	1662 US Highway 22	Watchung	07069-6508	908-561-0580
NJ	OPR	Witt, Victoria Ann (Vickie)	88 Willowbrook Blvd	Wayne	07470	973-841-5102
NJ	OPR	Lutz, Michael L. (Mike)	244 N Route 73	West Berlin	08091-2505	856-767-0817
NJ	OPR	Halligan, Amanda Leigh (Amanda)	320 US Highway 9 N	Woodbridge	07095-1004	732-754-9297

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NJ	OPR	Tam, Hanbin A. (Aaron)	434 Woodbridge Ctr	Woodbridge	07095-1305	732-634-8981
NJ	OPR	Terrell, Marlon Devon (Marlon)	1040 US Highway 1 N	Woodbridge	07095-2507	732-636-2074
NM	OPR	Cook, Mark W. (Mark)	2274 Wyoming Blvd NE	Albuquerque	87112-2620	505-299-0276
NM	OPR	Cook, Mark W. (Mark)	8110 San Pedro Dr NE	Albuquerque	87113-1735	505-797-7858
NM	OPR	Juarez, Christopher A D (Chris)	3911 Las Estancias Ct SW	Albuquerque	87121-5548	505-305-6058
NM	OPR	O'Bryan, Daniel Philip (Dan)	4001 Coors Blvd NW	Albuquerque	87120-3577	505-831-6999
NM	OPR	Sersun, Kenneth C. (Ken)	210 Eubank Blvd SE	Albuquerque	87123-3327	505-292-9190
NM	OPR	Wilson, Margaret Rose (Margo)	3801 Ellison Rd Nw	Albuquerque	87114-7017	505-898-8988
NM	TMP	Bundy, Brian	5009 Montgomery Blvd NE	Albuquerque	87109-1307	505-884-4171
NM	TMP	Viens, Nathaniel	1600 Gibson Blvd SE	Albuquerque	87106-5043	505-317-3731
NM	OPR	Smouse, Gary A. (Gary)	4910 E Main St	Farmington	87402-8658	505-325-7000
NM	OPR	Carper, Matthew L. (Matt)	2091 E Lohman Ave	Las Cruces	88001-3189	575-524-2888
NM	OPR	Carper, Matthew L. (Matt)	1105 E University Ave	Las Cruces	88001-5607	575-521-6247
NM	OPR	Alcala, Bridget F. (Bridget)	1058 Unser Blvd SE	Rio Rancho	87124-6001	505-892-1359
NM	OPR	Ruse, Mark A. (Mark)	2400 Cerrillos Rd	Santa Fe	87505-3392	505-424-2269
NV	OPR	Hock, Matthew Neil (Matt)	4751 Cochise Street	Carson City	89703	
NV	OPR	Mullins, Daniel Taylor (Dan)	256 W Lake Mead Pkwy	Henderson	89015	
NV	OPR	Mullins, Daniel Taylor (Dan)	460 N Stephanie St	Henderson	89014-6651	702-463-4004
NV	OPR	Carnohan, William Earl II (Bill)	1100 S Fort Apache Rd	Las Vegas	89117-5459	702-703-1053
NV	OPR	Cho, Henry Lim (Henry)	7010 Las Vegas Blvd S	Las Vegas	89119-4007	702-384-0080
NV	OPR	Cunningham, Misti Marie (Misti)	6410 Centennial Center Blvd	Las Vegas	89149	702-540-4588
NV	OPR	Donahoo, William Cole (Cole)	3841 W Flamingo Rd	Las Vegas	89103-4009	702-357-3003
NV	OPR	Donahoo, William Cole (Cole)	2480 S Rancho Dr	Las Vegas	89102	702-252-4232
NV	OPR	Guardiola, Brandon Corey (Brandon)	4165 Paradise Rd	Las Vegas	89169-6512	725-204-9116
NV	OPR	Merrell, Vincent Mickal (Vince)	1991 N Rainbow Blvd	Las Vegas	89108-2798	702-648-6486
NV	OPR	Mullins, David Joseph (David)	3667 Las Vegas Blvd S	Las Vegas	89109-4331	702-331-3038
NV	OPR	Peterson, Ronald Joe (Ron)	9830 W Flamingo Rd	Las Vegas	89147	702-433-4381
NV	OPR	Taplin, David Paul (Dave)	9925 S Eastern Ave	Las Vegas	89183-7944	702-684-6888
NV	OPR	Malmrose, Amy Kathrine (Amy)	1720 W Craig Rd	North Las Vegas	89032-0225	844-588-2699
NV	OPR	Smith, Ryan Douglas (Ryan)	6365 S McCarran Blvd	Reno	89509-6101	775-470-8333
NV	OPR	Sangster, Tiffany Dawn (Tiffany)	1390 Big Fish Dr	Sparks	89434-4413	775-440-1828
NY	OPR	Mekonen, Senay F. (Senay)	76 West 225th Street	Bronx	10463-7002	347-577-4910
NY	OPR	Ruiz Gonzalez, Roberto (Roberto)	203 E Fordham Rd	Bronx	10458-5014	347-222-3811
NY	OPR	Hurst, Brandon Jaraud (Brandon)	166 Flatbush Ave	Brooklyn	11217-2019	917-810-0455
NY	OPR	Rabon, Drake McConnell (Drake)	3464 McKinley Pkwy	Buffalo	14219-2131	716-803-8801
NY	OPR	Sheedy, Cassandra Lee (Cassandra)	1753 Walden Ave	Cheektowaga	14225-4924	716-894-2042
NY	OPR	Szatkowski, Anthony James (Jimmer)	7916 Brewerton Rd	Cicero	13039-9550	315-288-5202
NY	OPR	Payne, John Scott II (Scott)	304 Clifton Park Ctr Rd	Clifton Park	12065-4036	518-707-0877
NY	OPR	Beasley, Robert E. Bryan (Bryan)	656 Commack Rd	Commack	11725-5404	631-499-1280
NY	OPR	Privitera, Andrew J. (Andrew)	4942 Transit Rd	Depew	14043-4616	716-601-7741
NY	OPR	Dickson, Jonathan Macgregor (Jonathan)	9015 Queens Blvd Ste 7	Elmhurst	11373-4910	718-271-1755
NY	OPR	Mekonen, Aman F. (Aman)	82-23 Baxter Ave	Elmhurst	11373-1304	917-579-0008
NY	OPR	Patrick, Steven Nolan (Nolan)	1991 Broadhollow Rd	Farmingdale	11735-1704	631-777-1926
NY	OPR	Hawkins, Joseph Paul (Joe)	630 Old Country Rd	Garden City	11530-3467	516-743-3636
NY	OPR	Taylor, Alan T. (Alan)	2140 W Ridge Rd	Greece	14626-2802	585-225-1005
NY	OPR	Elko, Erin M. (Erin)	1401 Broadway Mall	Hicksville	11801-2715	516-433-6305
NY	OPR	Levy, Noah Fredrick (Noah)	200 E Jericho Turnpike	Huntington Stati	11746-7324	631-944-8331
NY	OPR	Elko, Erin M. (Erin)	3859 Hempstead Tpke	Levittown	11756-1305	516-735-1341
NY	OPR	Szatkowski, Anthony James (Jimmer)	3974 State Route 31	Liverpool	13090-1312	315-715-4008
NY	OPR	Baals, Joshua A. (Josh)	700 6th Ave	New York	10010-5141	855-667-3232
NY	OPR	Baals, Joshua A. (Josh)	461 Park Ave S	New York	10016-6822	855-667-3232
NY	OPR	Bohs, Charles Oliver (Charles)	675 8th Ave	New York	10036-7105	718-504-6528
NY	OPR	Caldwell, Jared Michael (Jared)	1536 3rd Ave	New York	10028-2167	212-410-7500
NY	OPR	Cook, Roscoe Luke (Luke)	144 Fulton St	New York	10038-2505	212-381-0780

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NY	OPR	Cuevas, Alberonys V. (Al)	601 W 181st St	New York	10033-4914	646-351-6711
NY	OPR	Daniels, Paul Michael (Paul)	918 8th Ave	New York	10019-5152	212-245-2325
NY	OPR	Fittipaldi, Oscar Alberto (Oscar)	1000 6th Ave	New York	10018-5440	212-704-9920
NY	OPR	Fittipaldi, Oscar Alberto (Oscar)	219 W 34th St	New York	10001	212-564-5045
NY	OPR	Kim, Eleanor E. (Ellie)	50 E 42nd St	New York	10017-5457	917-261-6415
NY	OPR	Lynch, William Anthony Jr. (Bill)	1180 6th Ave	New York	10036-8401	877-772-1020
NY	OPR	Megala, Sabry (Sam)	711 Lexington Ave	New York	10022-2053	646-368-1700
NY	OPR	Young, Kevin Terrell (Kevin)	216 W 125th St	New York	10027-4410	646-370-5144
NY	OPR	King, Michael Emerson (Michael)	400 State Route 3	Plattsburgh	12901-6519	518-324-6696
NY	OPR	Abrahamsen, Stanley M. (Stan)	5184 Nesconset Hwy	Port Jefferson St	11776-1302	631-476-8100
NY	OPR	Potts, William Kirk (Will)	502 North Greenbush Road	Rensselaer	12144-9406	518-576-7272
NY	OPR	Kaser, William W. (Bill)	1115 E Ridge Rd	Rochester	14621-1903	585-505-6377
NY	OPR	Taylor, Michael Lawrence (Michael)	100 Marketplace Dr Ste 200	Rochester	14623-6000	585-272-1700
NY	OPR	Thompson, Ralph Marcus Jr. (Marc)	24923 Rockaway Blvd	Rosedale	11422-3111	718-269-7242
NY	OPR	Beasley, Robert E. Bryan (Bryan)	530 Smithtown Byp	Smithtown	11787-5017	631-360-3565
NY	OPR	Board, Roosevelt Jarrell (Roosevelt)	2655 Richmond Ave	Staten Island	10314-5821	929-343-5064
NY	OPR	Brady, Merrit Addison (Merrit)	1290 Arsenal St	Watertown	13601-2182	855-946-2647
NY	OPR	Buccellato, Scott C. (Scott)	1530 Old Country Rd	Westbury	11590-5252	516-222-2530
OH	OPR	Obregon, Chyress D. (Chyress)	26300 Cedar Rd Ste FC5	Beachwood	44122-1196	216-831-5195
OH	OPR	Brooking, Rex Hamilton (Rex)	2360 N Fairfield Rd	Beavercreek	45431-2558	937-320-1228
OH	OPR	Brooking, Rex Hamilton (Rex)	2727 Fairfield Commons Blvd	Beavercreek	45431-3778	937-320-1224
OH	OPR	Norton, Gretchen Kimberly (Gretchen)	11250 Reed Hartman Hwy	Blue Ash	45241-2419	513-608-9582
OH	OPR	Gibson, Joanna M. (Joanna)	7401 Market St Rm 857	Boardman	44512-5648	330-707-4005
OH	OPR	Justus, Daniel Douglas (Dan)	3470 Center Rd	Brunswick	44212-3689	330-225-7670
OH	OPR	Pugh, Douglas Edward (Doug)	4228 Belden Village Mall	Canton	44718-2504	330-494-2894
OH	OPR	Davis, Marla Lynn (Marla)	5301 Cornerstone North Blvd	Centerville	45440-2269	937-439-1700
OH	OPR	Griggs, Jason Matthew (Jason)	6495 Glenway Ave	Cincinnati	45211-5233	513-598-9400
OH	OPR	Osborne, Marc David (Marc)	9496 Colerain Ave	Cincinnati	45251-2002	513-245-0934
OH	OPR	Osborne, Marc David (Marc)	8580 Winton Rd	Cincinnati	45231-4907	513-344-0000
OH	OPR	Perkins, Charles Duane (Chuck)	8598 Beechmont Ave	Cincinnati	45255-4708	513-474-2445
OH	OPR	Rubio, Rolando J. (Roland)	4695 Marburg Ave	Cincinnati	45209-5005	513-401-8478
OH	OPR	Sutton, Thomas Wayne (Tom)	874 Eastgate North Dr	Cincinnati	45245-1588	513-752-0223
OH	OPR	Truter, Garth John (Garth)	7875 Montgomery Rd Spc F5	Cincinnati	45236-4602	513-793-7149
OH	OPR	Bolumen, Karen Susan (Karen)	6240 E Broad St	Columbus	43213-1530	614-861-2300
OH	OPR	DiSibio, Adam David (Adam)	1924 N High St	Columbus	43201-1148	614-424-6020
OH	OPR	Flores, William Seth (Seth)	807 W 3rd Ave	Columbus	43212-3106	614-297-6923
OH	OPR	Rankin, Paul David (Paul)	3940 Morse Rd	Columbus	43219-3016	614-414-7222
OH	OPR	Rankin, Paul David (Paul)	6060 N Hamilton Rd	Columbus	43081-1685	614-769-6777
OH	OPR	Willoughby, Waylon Robert (Waylon)	8787 Sancus Blvd	Columbus	43240-2016	614-888-8787
OH	OPR	Willoughby, Waylon Robert (Waylon)	1500 Polaris Pkwy Ste FC4	Columbus	43240-2131	614-438-5845
OH	OPR	Weiss, Erich H. (Erich)	420 Howe Ave	Cuyahoga Falls	44221-4957	330-920-4544
OH	OPR	Davis, Marla Lynn (Marla)	1482 Miamisburg Centerville Rd	Dayton	45459-3827	937-439-2552
OH	OPR	Neeley, Grace A. (Grace)	2700 Miamisburg-Ctrvil Rd #212	Dayton	45459	937-439-1932
OH	OPR	Weaver, Kevin Christopher (Kevin)	3339 Benchwood Rd	Dayton	45414-2705	937-454-0445
OH	OPR	Harris, Kevin James (Kevin)	5043 Tuttle Crossing Blvd Ste 169	Dublin	43016-1523	614-760-7688
OH	OPR	Siktberg, Brian Andrew (Brian)	6051 Sawmill Rd	Dublin	43017-3632	614-717-9404
OH	OPR	Siktberg, Brian Andrew (Brian)	6105 Parkcenter Cir	Dublin	43017	614-568-4057
OH	OPR	Nelson, Daryl Lee (Daryl)	6305 S Gilmore Rd	Fairfield	45014-5159	513-860-1915
OH	OPR	Nelson, Daryl Lee (Daryl)	3403 Princeton Rd	Fairfield Townsh	45011-7956	513-892-4232
OH	OPR	Becker, Paul Vincent Brian (Paul)	47 Flight Memorial Pkwy	Fairlawn	44333-4563	330-668-2404
OH	OPR	Hadde, Paul A. (Paul)	1931 Tiffin Ave	Findlay	45840-6752	419-425-5288
OH	OPR	Benson, Joseph Michael (Joe)	1696 Stringtown Rd	Grove City	43123-8995	614-539-9500
OH	OPR	Crowe, Joshua Patrick (Josh)	1988 Hilliard Rome Rd	Hilliard	43026-7566	614-771-9650
OH	OPR	Amburgey, Justin D. (Justin)	6720 Airport Hwy	Holland	43528-7825	419-865-0810

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OH	OPR	Weaver, Kevin Christopher (Kevin)	8120 Troy Pike	Huber Heights	45424-1052	937-237-9090
OH	OPR	Eller, Matthew III (Matt)	480 E Stroop Rd	Kettering	45429-2830	937-949-9643
OH	OPR	Woods, Matthew Douglas (Matt)	5400 Leavitt Rd	Lorain	44053-2156	440-780-2697
OH	OPR	Stanko, Daniel D. (Dan)	8213 Golden Link Blvd	Macedonia	44056	
OH	OPR	Schleidt, Markus Peter (Markus)	5150 Merten Dr	Mason	45040-9418	513-770-3445
OH	OPR	Guerdan, David Michael (Dave)	2280 Lincoln Way E	Massillon	44646-7062	330-572-4955
OH	OPR	Federer, Billie Jo (Billie)	6390 Mayfield Rd	Mayfield Heights	44124-3213	440-683-1946
OH	OPR	Morgano, Anthony Joseph (Tony)	1007 N Court St	Medina	44256-1565	330-588-3910
OH	OPR	Kontur, Lauren Marie (Lauren)	9611 Mentor Ave	Mentor	44060-4528	440-354-2924
OH	OPR	Moore, Michael Robert (Mike)	5700 Romar Dr	Milford	45150-7514	513-239-3023
OH	OPR	Rosche, George Robert (George)	5411 Dressler Rd Nw	North Canton	44720-7748	330-966-5420
OH	OPR	Ball, Kenneth Alan (Ken)	4779 Great Northern Blvd	North Olmsted	44070-3428	440-716-0030
OH	OPR	Lienerth, Sheilla Renee (Sheilla)	6676 Ridge Rd	Parma	44129-5707	440-842-7576
OH	OPR	Owen, Steven W. (Steven)	10315 Fremont Pike	Perrysburg	43551-3336	419-333-6878
OH	OPR	LaBerto, Shelly R. (Shelly)	1110 Boardman Poland Rd	Poland	44514-1930	330-726-7205
OH	OPR	Mallare, Zachary Douglas (Zach)	2364 Taylor Park Dr	Reynoldsburg	43068	614-501-1719
OH	OPR	Harper, Dominic Rashaad (Dominic)	20801 Center Ridge Rd	Rocky River	44116-4315	440-754-0231
OH	OPR	Austin, Stacy Lee (Stacy)	67950 Mall Ring Road	Saint Clairsville	43950	740-827-3151
OH	OPR	Baumgartner, David C. (Dave)	4661 Milan Rd	Sandusky	44870-5841	419-626-5319
OH	OPR	Aey, Christopher R. (Chris)	6150 Som Center Rd	Solon	44139-2333	440-498-0645
OH	OPR	Peters, Douglas Jeffrey (Doug)	501 E Kemper Rd	Springdale	45246-3230	513-671-9333
OH	OPR	Lopez, Cristopher M. (Cris)	1740 N Bechtle Ave	Springfield	45504-1573	937-977-7343
OH	OPR	Wellman, Brian Joseph (Brian)	16584 Royalton Rd	Strongsville	44136-4431	440-238-2344
OH	OPR	Amburgey, Justin D. (Justin)	6636 W Central Ave	Toledo	43617-1075	419-841-7762
OH	OPR	Winn, Jonathan William (Jonathan)	3308 Secor Rd	Toledo	43606-1517	419-578-1000
OH	OPR	Winn, Jonathan William (Jonathan)	4260 W Sylvania Ave	Toledo	43623-4417	419-474-2000
OH	OPR	Winn, Jonathan William (Jonathan)	5001 Monroe St Ste FC10	Toledo	43623-3626	419-471-9455
OH	OPR	Knostman, Douglas George (Doug)	1910 W Main St	Troy	45373-1017	937-335-4155
OH	OPR	Emerson, Derek S. (Derek)	1885 Niles Cortland Rd SE	Warren	44484-3066	330-652-1300
OH	OPR	Doss, Gerrick D. (Gerrick)	4001 Richmond Rd	Warrensville Hei	44122-6048	216-831-6700
OH	OPR	Schleidt, Markus Peter (Markus)	7733 Voice of America Centre Dr	West Chester	45069-2791	513-779-1767
OH	OPR	Wight, Andrew Jordan (Andrew)	7602 Trailside Dr	West Chester	45069-7588	513-777-0200
OH	OPR	Grana, Damian Joseph (Damian)	30115 Detroit Rd	Westlake	44145-1946	440-534-3838
OH	OPR	Alexander, Anthony Thomas IV (Tony)	35441 Euclid Ave	Willoughby	44094-4515	440-946-1831
OH	OPR	James, William J. (Billy)	480 Boardman-Canfield Rd	Youngstown	44512-4790	330-717-9061
OH	OPR	Szari, Jared Noel (Jared)	5647 Mahoning Ave	Youngstown	44515-2319	330-572-0005
OK	OPR	Pratt, Andrew Robert (Andrew)	1500 Lonnie Abbott Blvd	Ada	74820-1812	580-447-6262
OK	OPR	Griffin, Christopher Fredrick (Chris)	201 E Tamarack Rd	Altus	73521-1114	580-643-2023
OK	OPR	Anderson, Andrew Loren (Drew)	2500 12th Ave NW	Ardmore	73401-1273	580-319-7901
OK	OPR	Allcott, Charles IV (Chase)	602 SE Washington Blvd	Bartlesville	74006-8233	918-331-9956
OK	OPR	Campbell, Gregory Royce (Greg)	14811 S Memorial Drive	Bixby	74008-3743	918-364-7116
OK	OPR	Almy, Amanda Taylor (Amanda)	850 E Kenosha St	Broken Arrow	74012-2005	918-251-0199
OK	OPR	Green, Kyra Catherine (Kyra)	2107 S 5th St.	Chickasha	73018	405-876-7839
OK	OPR	Treat, Brian Everett (Brian)	664 S Lynn Riggs Blvd	Claremore	74017-8711	918-283-2389
OK	OPR	Harjo, Gregory Paul (Greg)	1210 E 2nd St	Edmond	73034-5317	405-330-1141
OK	OPR	Harjo, Gregory Paul (Greg)	1025 W I 35 Frontage Rd	Edmond	73034-7328	405-844-0077
OK	OPR	McMurry, William Horace III (Mac)	52 E 33rd St	Edmond	73013-4603	405-330-6946
OK	OPR	Sturgeon-Hart, Connie S. (Connie)	4329 W Owen K Garriott Rd	Enid	73703-4810	580-234-9801
OK	OPR	Milligan, Barton Alexander (Bart)	12130 S Waco Ave	Glenpool	74033-5660	918-296-5508
OK	OPR	Pickett, Jonathan Michael (Jonathan)	2301 NW Cache Rd	Lawton	73505-5215	580-353-7766
OK	OPR	Buckley, Ronald Dyne (Ron)	1209 Tanglewood Dr	Mcalester	74501	
OK	OPR	Redenius, William Jay (Bill)	7331 SE 29th St	Midwest City	73110-6122	405-741-1500
OK	OPR	Redenius, William Jay (Bill)	5705 SE 15th St	Midwest City	73110-2622	405-741-1505
OK	OPR	Hilgenfeld, Brian Gene (Brian)	2001 S Telephone Rd	Moore	73160-2938	405-799-6100

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OK	OPR	Allen, Brandon Scott (Brandon)	2004 N 11th St	Muskogee	74401-3521	918-687-1100
OK	OPR	Hilgenfeld, Brian Gene (Brian)	2437 W Main St	Norman	73069-6327	405-579-1500
OK	OPR	Mauldin, Nick Shaun (Nick)	120 12th Ave NE	Norman	73071-5235	405-310-3189
OK	TMP	Loredo, Juan Francisco	3351 W Main St	Norman	73072-4806	405-364-4364
OK	OPR	Ferreyro, Reynaldo (Rey)	14040 N Pennsylvania Ave	Oklahoma City	73134-6116	405-752-8100
OK	OPR	Novak, James Michael (James)	7101 Memorial Parkway	Oklahoma City	73142	405-722-4000
OK	OPR	Novak, James Michael (James)	7004 NW Expressway	Oklahoma City	73132-3534	405-728-9494
OK	OPR	Steward, Steven R. (Steve)	920 W I 240 Service Rd	Oklahoma City	73139-2303	405-632-2525
OK	OPR	Weast, Wesley Aaron (Aaron)	6420 SW 3rd St	Oklahoma City	73128-2201	405-440-0500
OK	OPR	Whitthorne, Patricia Dawn (Tricia)	1901 NW Expressway Ste 2045A	Oklahoma City	73118-9272	405-810-8888
OK	OPR	Whitthorne, Patricia Dawn (Tricia)	6201 N May Ave	Oklahoma City	73112-4243	405-810-8888
OK	OPR	Whitthorne, Patricia Dawn (Tricia)	1409 NW Expressway	Oklahoma City	73118-4409	405-810-8888
OK	TMP	Marcelle, Zimran	2501 W Memorial Rd Ste 12	Oklahoma City	73134-8025	405-755-4762
OK	OPR	Schneider, Mark Dale (Mark)	12015 E 96th St N	Owasso	74055-5329	918-272-7201
OK	OPR	Danberry, Matthew John (Matt)	450 S Hwy 97	Sand Springs	74063	918-419-0200
OK	OPR	Madison, Jeffrey Allen (Jeff)	4637 N Kickapoo Ave	Shawnee	74804-1200	405-273-1388
OK	OPR	Walker, James McDaniel (James)	600 E Hall Of Fame Ave	Stillwater	74075-5452	405-742-2111
OK	OPR	Campbell, Gregory Royce (Greg)	10437 S Memorial Dr	Tulsa	74133-7040	918-369-6464
OK	OPR	Chen, David Chia-sin (David)	4933 E 41st St	Tulsa	74135-6057	918-622-7815
OK	OPR	Greeno, Arthur W. (Arthur)	11201 E 71st St	Tulsa	74133-2525	918-461-0777
OK	OPR	Greeno, Arthur W. (Arthur)	7021 S Memorial Dr Ste 260A	Tulsa	74133-2068	918-252-4429
OK	OPR	Milligan, Barton Alexander (Bart)	7129 S Olympia Ave	Tulsa	74132-1856	918-445-7200
OK	OPR	Gerlt, Chad James (Chad)	1724 Garth Brooks Blvd	Yukon	73099-6387	405-354-6280
OR	OPR	Coleman, Jared Weston (Jared)	2940 SW Cedar Hills Blvd	Beaverton	97005-1353	503-626-1953
OR	OPR	Hogan, Deane Patrick (Dean)	10657 SW Beaverton Hillsdale Hwy	Beaverton	97005-3109	503-305-9158
OR	OPR	Keller, Todd Lee (Todd)	20508 Robal Ln	Bend	97701-6768	541-249-4940
OR	OPR	Davis, Brian Andrew (Brian)	12520 SE 93rd Ave	Clackamas	97015-9760	503-308-6953
OR	OPR	Misenhimer, Michael John (Mike)	2558 SE Burnside Rd	Gresham	97080-1245	503-912-3761
OR	OPR	Hogan, Brian Dean (Brian)	2855 NE TOWN CENTER DR	Hillsboro	97006-8913	503-433-9015
OR	OPR	Hogan, Brian Dean (Brian)	6810 SE Carlyle St	Hillsboro	97123-0014	503-433-9018
OR	OPR	Peebles, Clint Allen (Clint)	5655 Ulali Dr NE	Keizer	97303-1504	503-735-7575
OR	OPR	Peyton, David Christopher (Chris)	10 Rossanley Dr	Medford	97501-1713	541-772-0604
OR	OPR	Richardson, Lee Garrett (Lee)	2560 Kuebler Blvd SE	Salem	97306-3428	503-877-1141
PA	OPR	Dempsey, Mathew Eric (Mat)	6379 Hamilton Blvd	Allentown	18106-9554	484-664-2907
PA	OPR	Burgmeier, Michael J. (Mike)	106 Sierra Dr	Altoona	16601-9341	814-942-1647
PA	OPR	Stephens, Joshua Eric (Eric)	1525 Street Rd	Bensalem	19020-4653	267-420-2205
PA	OPR	Pulkowski, Andrew George (Andy)	1033 Washington Pike	Bridgeville	15017-2704	412-730-3322
PA	OPR	Kanzinger, Todd David (Todd)	4700 Edgmont Ave	Brookhaven	19015-1401	610-876-9600
PA	OPR	Gibson, Brian David (Brian)	3525 Gettysburg Rd	Camp Hill	17011-6802	717-798-8772
PA	OPR	Steppe, Charles Leonard Jr. (Chuck)	2 Noble Blvd	Carlisle	17013-4119	717-218-8427
PA	OPR	Donius, Adam George (Adam)	970 Norland Ave	Chambersburg	17201-4203	717-263-0477
PA	OPR	Trout, William Ronald (Ron)	1700 Route 228	Cranberry Towns	16066-5320	724-772-0222
PA	OPR	Kelly, Keith J. (Keith)	4005 Commerce Blvd	Dickson City	18519-1697	570-487-1151
PA	OPR	Siafa, Fatorma Karmoh (Fatorma)	845 E Lancaster Ave	Downingtown	19335-3327	610-269-7828
PA	OPR	Class, Osama Robert (Sam)	2640 Dekalb Pike	East Norriton	19401-1842	610-977-0970
PA	OPR	Cathcart, Christopher Ryan (Chris)	3750 Dryland Way	Easton	18045-8351	610-250-5651
PA	OPR	Hartley, Casey Nicholas (Casey)	7160 Peach St	Erie	16509-4707	814-868-8557
PA	OPR	Hartley, Casey Nicholas (Casey)	2519 W 12th St	Erie	16505-4507	814-835-8954
PA	OPR	Rutt, Glenn Ryan (Ryan)	211 Eagleview Blvd	Exton	19341-1158	610-594-2070
PA	OPR	Walsh, Christopher Michael (Chris)	280 Exton Square Mall	Exton	19341-2442	610-363-6345
PA	OPR	Ontjes, Gene K. (Gene)	405 Macdade Blvd	Folsom	19033-2401	610-586-1607
PA	OPR	Flood, James A. (Jim)	20 State Farm Dr	Glen Mills	19342-1075	610-358-1997
PA	OPR	Bender-Untch, Lorie A. (Lorie)	900 Greengate Centre Cir	Greensburg	15601-1205	724-838-1746
PA	OPR	Murgi, Todd Ross (Todd)	5256 State Route 30 Ste 235b	Greensburg	15601-7783	724-832-9071

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PA	OPR	Murgi, Todd Ross (Todd)	5156 State Route 30	Greensburg	15601-7554	724-836-6501
PA	OPR	Stefano, John J. Jr. (Jack)	340 Eisenhower Dr	Hanover	17331-5223	717-630-2775
PA	OPR	Burkholder, Bradley Jay (Brad)	4655 Lindle Rd	Harrisburg	17111-2427	717-939-5155
PA	OPR	Kapetanakos, Stephanie Marie (Stephanie)	5101 Jonestown Rd	Harrisburg	17112-2924	717-216-4110
PA	OPR	Osborne, Michael S. (Michael)	480 E Waterfront Dr	Homestead	15120-1143	412-462-9202
PA	OPR	Krout, James A. Jr. (Jim)	134 Welsh Rd	Horsham	19044-2207	215-392-4966
PA	OPR	McDavid, Kevin L. (Kevin)	135 W Dekalb Pike	King of Prussia	19406-2377	610-265-2677
PA	OPR	McDavid, Kevin L. (Kevin)	160 N Gulph Rd Ste 1017	King of Prussia	19406-2953	610-265-5716
PA	OPR	Shaffer, Judith Lynne (Judy)	2467 Lincoln Hwy E	Lancaster	17602-1445	717-205-2058
PA	OPR	Shaffer, Judith Lynne (Judy)	1579 Fruitville Pike	Lancaster	17601-4005	717-205-2058
PA	OPR	Heffernan, David Paul (Dave)	2424 E Lincoln Hwy	Langhorne	19047-3048	215-741-3500
PA	OPR	Friel, Dawn Marie (Dawn)	210 Forty Foot Rd	Lansdale	19446-4005	215-631-7060
PA	OPR	Walsh, Christopher Michael (Chris)	270 Old Morehall Road	Malvern	19355	610-889-3000
PA	OPR	Gibson, Brian David (Brian)	6416 Carlisle Pike Ste 3500	Mechanicsburg	17050-2957	717-795-1940
PA	OPR	Lindoerfer, William Joseph (Bill)	219 Gettysburg Pike	Mechanicsburg	17055-5103	717-781-2151
PA	OPR	Kanzinger, Todd David (Todd)	1190 W Baltimore Pike	Media	19063-5128	610-565-6001
PA	OPR	Roach, Matthew Neal (Matt)	544 Beaver Valley Mall	Monaca	15061	724-774-4283
PA	OPR	Wenger, Brian Scott (Brian)	4040 William Penn Hwy	Monroeville	15146-2651	412-380-0999
PA	OPR	Donofrio, Mary Anne (Mary Anne)	794 Bethlehem Pike	Montgomeryville	18936-9601	215-855-2202
PA	OPR	Montgomery, Robert John (Bob)	4 West Rd	Newtown	18940-4301	215-497-9011
PA	OPR	Class, Osama Robert (Sam)	680 S Trooper Rd	Norristown	19403-3416	610-650-8505
PA	OPR	Fanelli, Robert F. Jr. (Bob)	12000 Roosevelt Blvd	Philadelphia	19116-3001	215-279-8040
PA	OPR	Fanelli, Robert F. Jr. (Bob)	9711 Roosevelt Blvd	Philadelphia	19114-1010	215-969-3455
PA	OPR	Hincken, Johnny Edward Sr. (John)	2204 S Columbus Blvd	Philadelphia	19148-2808	215-271-2313
PA	OPR	Lopez, Kevin Jason (Kevin)	2650 Penrose Ave	Philadelphia	19145-5902	610-871-1588
PA	OPR	Mills, Daniel Nicholas (Dan)	2301 E Butler St	Philadelphia	19137-1008	215-744-1410
PA	OPR	Pierce, Duane Edward (Duane)	4670 E Roosevelt Blvd	Philadelphia	19124-2340	215-535-0352
PA	OPR	Pierce, Duane Edward (Duane)	811 Adams Ave	Philadelphia	19124-2477	215-744-3700
PA	OPR	Quick, Sereena Denea (Sereena)	4040 City Ave	Philadelphia	19131-1738	215-804-1113
PA	OPR	Hernandez, Aimee Joy (Aimee)	120 Andrew Dr	Pittsburgh	15275-1200	412-490-0177
PA	OPR	Ortmann, Michael D. (Mike)	7451 McKnight Rd	Pittsburgh	15237-3513	412-364-2581
PA	OPR	Skipper, Micah Dickson (Micah)	1175 Freeport Rd	Pittsburgh	15238-3103	412-752-7177
PA	OPR	Thornsberry, Mark David (Mark)	1620 Washington Rd	Pittsburgh	15241-1210	412-833-1165
PA	OPR	Toomey, Kevin Daniel (Kevin)	100 Robinson Center Dr # FC-5	Pittsburgh	15205-4831	412-788-4865
PA	OPR	DeVito, Raymond Albert (Ray)	461 Clairton Blvd	Pleasant Hills	15236-3827	412-655-6562
PA	TMP	Santos-Phillips, Angelo R	500 W Germantown Pike Ste 2265	Plymouth Meetin	19462-1399	484-533-3377
PA	OPR	Mitchell, Jaret Michael (Jaret)	14 W Lightcap Rd	Pottstown	19464-3413	610-323-2105
PA	OPR	Butler, E. Steward Jr. (Stew)	602 N West End Blvd	Quakertown	18951-4100	215-538-8848
PA	OPR	Filby, Shawn David (Shawn)	4675 Perkiomen Ave	Reading	19606-3217	610-779-5995
PA	OPR	Keiser, Scott David (Scott)	2707 N Meridian Blvd	Reading	19610-3331	484-877-1906
PA	OPR	Mitchell, Jaret Michael (Jaret)	70 Buckwalter Rd Ste 1450	Royersford	19468-4500	610-948-1290
PA	OPR	Marble, Jeffrey Scott (Jeff)	14665 Mount Airy Rd	Shrewsbury	17361-1433	717-235-4200
PA	OPR	Ontjes, Gene K. (Gene)	805 Baltimore Pike	Springfield	19064-2900	610-544-6050
PA	OPR	Herold, Bruce Edward (Bruce)	1938 N Atherton St	State College	16803-1522	814-231-0900
PA	OPR	Morris, Amanda Anne (Amanda)	115 Plaza 611 Ln	Stroudsburg	18360-7502	570-534-4344
PA	OPR	Stone, Jonathan Paul (Jonathan)	4205 N 5th Street Hwy	Temple	19560-1737	610-810-1521
PA	OPR	Winters, Richard D. (Richard)	3621 Horizon Blvd	Trevose	19053-4913	215-355-3500
PA	OPR	McGrory, Joshua Thomas (Josh)	45 W Street Rd	Warminster	18974-3201	215-773-8480
PA	OPR	McGrory, Joshua Thomas (Josh)	160 Easton Rd	Warrington	18976-2513	215-491-4500
PA	OPR	Yanak, Jay Andrew (Jay)	375 Washington Rd	Washington	15301-2701	724-222-0200
PA	OPR	Grimm, Joshua Alan (Josh)	319 E Lancaster Ave	Wayne	19087-4201	267-996-4952
PA	OPR	Trout, William Ronald (Ron)	12101 Perry Hwy	Wexford	15090-8345	724-799-8380
PA	OPR	Tenaglia, Michael Nicholas (Mike)	826 Lehigh Lifestyle Ctr	Whitehall	18052-5737	610-231-0303
PA	OPR	Velarde, Orlando Arturo (John)	2610 MacArthur Rd	Whitehall	18052-3817	610-432-2307

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PA	OPR	Snyder, Jeffrey E. (Jeff)	989 Schechter Dr	Wilkes Barre	18702-6787	570-822-7400
PA	OPR	Tamasitis, Joseph Michael (Joe)	2500 W Moreland Rd Ste 3066	Willow Grove	19090-4029	215-657-7676
PA	OPR	Kibunjah, Lawrence N. (Lawrence)	2421 W Cheltenham Ave	Wyncote	19095-2945	215-885-2423
PA	OPR	Dallas, Cathy Jo (Cathy)	2801 E Market St	York	17402-2406	717-757-7171
PA	OPR	Lambert, Charles Warren (Chuck)	922 Loucks Rd	York	17404-2202	717-843-3333
PR	OPR	Chavez, Caitlin Grace (Caitlin)	250 Calle A Minillas Industrial Park	Bayamon	00959-1900	939-358-0161
PR	OPR	Gonzalez-Lopez, Luz Xiomara (Xiomara)	705 Ave. West Main	Bayamon	00961-4462	787-302-3033
PR	OPR	Olivo Morales, Juan (Juan)	545 Calle Del Mar	Hatillo	00659-2806	
PR	OPR	Romero, Cristopher (Cris)	350 Carr 3 Ste 660	Humacao	00791-4746	787-389-0220
PR	OPR	Burgos, Domingo (Mingo)	3305 Ave Baramaya, STE 106	Ponce	00728	939-900-1550
RI	OPR	Williams, Jonas Randall (Jonas)	65 Bath St	Providence	02908-4846	401-244-5029
RI	OPR	Xiong, Toushoua (Toushoua)	1500 Bald Hill Rd	Warwick	02886-4267	401-615-3423
SC	OPR	Johnson, Joseph Thomas Jr. (Tom)	202 Eastgate Dr	Aiken	29803-7683	803-641-0366
SC	OPR	Holmes, Jon D. (Jon)	3526 Clemson Blvd	Anderson	29621-1313	864-375-9922
SC	OPR	Holmes, Jon D. (Jon)	1641 E Greenville St	Anderson	29621-2006	864-261-8933
SC	OPR	Scarpa, Seth Anderson (Seth)	2405 Boundary St	Beaufort	29906-3770	843-379-1101
SC	OPR	Clark, Ronald Keith (Keith)	9 Malphrus Rd	Bluffton	29910-6635	843-837-8140
SC	OPR	Goff, James Randell (Randy)	3902 Highway 9	Boiling Springs	29316-8500	864-578-9418
SC	OPR	Myers, Kelley Russell (Kelley)	2211 W Dekalb St	Camden	29020-2070	803-425-0964
SC	OPR	Campbell, John Newton III (Trey)	2070 Sam Rittenberg Blvd Unit Fc5	Charleston	29407-4642	843-556-0216
SC	OPR	Campbell, John Newton III (Trey)	1656 Savannah Hwy	Charleston	29407-7869	843-766-4202
SC	OPR	Jacques, Megan Guffee (Megan)	2013 Magwood Dr	Charleston	29414-5729	843-571-1209
SC	OPR	Williams, Jason Charles (Jason)	849 Folly Rd	Charleston	29412-3434	843-795-9505
SC	OPR	Tyler, Herbert Burnette Jr. (Herb)	1061 Tiger Blvd	Clemson	29631-1416	864-654-4655
SC	OPR	Ball, Donald M. Sr. (Don)	10136 Two Notch Rd Ste 103	Columbia	29229-4399	803-865-9890
SC	OPR	Bennett, Henry James Jr. (James)	901 Harden St	Columbia	29205-1003	803-255-0232
SC	OPR	Brantley, Andrew Campbell (Andrew)	100 Columbiana Cir Ste 1284	Columbia	29212-2256	803-732-2570
SC	OPR	Eckert, Christopher Michael (Chris)	7424 Garners Ferry Rd	Columbia	29209-2601	803-783-7622
SC	OPR	Ellison, Aaron Thor I (Aaron)	5440 Forest Dr	Columbia	29206-5401	803-738-1004
SC	OPR	Ellison, Aaron Thor I (Aaron)	7515 Two Notch Rd	Columbia	29223-6219	803-233-0203
SC	OPR	Garcia, Laurel Shaffer (Laurel)	229 Bush River Rd	Columbia	29210-7309	803-772-4041
SC	OPR	Jackson, Aaron David (Aaron)	405 Killian Rd	Columbia	29203-9608	803-735-8881
SC	OPR	Jeffcoat, Joe Edmund (Joe)	294 Harbison Blvd	Columbia	29212-2232	803-749-2907
SC	OPR	Alverson, Paul Williams III (Paul)	1613 Church St	Conway	29526-2959	843-488-0042
SC	OPR	Thompson, Matthew Ryan (Matt)	1519 E Main St	Duncan	29334-9218	864-486-0311
SC	OPR	Saxon, Chad Anthony (Chad)	5175 Calhoun Memorial Hwy	Easley	29640-3863	864-855-6898
SC	OPR	Drummond, Mark Rodgers (Mark)	2016 S Irby St	Florence	29505-3420	843-629-1703
SC	OPR	Pate, Blakeney Morrow (Blake)	2705 David H McLeod Blvd	Florence	29501-4043	843-665-1512
SC	OPR	Timmons, Christopher Wayne (Chris)	2701 David H McLeod Blvd # 1320	Florence	29501-4043	843-665-9259
SC	OPR	Crosby, John Michael (Michael)	1600 Highway 160 W	Fort Mill	29708-8024	803-578-4030
SC	OPR	Leary, John William (John)	1704 W Floyd Baker Blvd	Gaffney	29341-1208	864-488-9278
SC	OPR	Walker, Christopher Nelson (Chris)	516 Saint James Ave	Goose Creek	29445-2793	843-553-2100
SC	OPR	Bryant, Steven Jones (Steven)	1544 Poinsett Hwy	Greenville	29609-2929	864-233-9700
SC	OPR	Chapman, Audrey Saad (Audrey)	3890 Pelham Rd	Greenville	29615-5011	864-297-9912
SC	OPR	Church, Edwin Newton Jr. (Chuck)	1225 Woodruff Rd	Greenville	29607-5737	864-234-7747
SC	OPR	Jordan, Douglas Keith (Keith)	700 Haywood Rd Ste 102	Greenville	29607-2725	864-297-0648
SC	OPR	Swanson, Brett Hunter (Brett)	575 Haywood Rd	Greenville	29607-2710	864-234-5788
SC	OPR	Swanson, Brett Hunter (Brett)	1564 Laurens Rd	Greenville	29607-2508	864-467-0593
SC	OPR	Whitaker, Brian Kenneth (Brian)	428 Bypass 72 NW	Greenwood	29649-1404	864-223-1477
SC	OPR	Whitaker, Brian Kenneth (Brian)	213 Highway 72 By-Pass	Greenwood	29649	864-223-2251
SC	OPR	Tyler, William C. (Bill)	1379 W Wade Hampton Blvd	Greer	29650-1145	864-848-5222
SC	OPR	Porter, Arthur Randall (Arthur)	10032 Charlotte Hwy	Indian Land	29707-7135	803-548-8889
SC	OPR	Arnold, Stephen B. (Steve)	1007 Dutch Fork Rd	Irmo	29063-8785	803-732-1992
SC	OPR	Thompson, Lafe Hunter (Hunter)	901 Hwy 9 Bypass West	Lancaster	29720	803-283-3232

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SC	OPR	Malone, Joshua David Jr. (David)	917 E Main St Ste A	Laurens	29360-3617	864-715-3185
SC	OPR	Sims, McKenzie Britt Cooper (Britt)	4295 Sunset Blvd	Lexington	29072-9146	803-728-3144
SC	OPR	Tucker, Howard Michael (Michael)	5560 Sunset Blvd	Lexington	29072-9262	803-808-6317
SC	OPR	Wynn, Joshua Adam (Josh)	5465 Platt Springs Rd	Lexington	29073-9260	803-830-5611
SC	OPR	Lane, William Michael (Will)	2931 Paxville Hwy	Manning	29102-7993	803-473-2323
SC	OPR	Webber, Matthew Eugene (Matt)	135 W Butler Rd	Mauldin	29662-2534	864-297-0262
SC	OPR	Clark, Justin Eric (Justin)	601 N Highway 52	Moncks Corner	29461-3130	843-438-4308
SC	OPR	Malone, Joshua David Sr. (Josh)	653 Long Point Rd	Mount Pleasant	29464-8210	843-881-3857
SC	OPR	Malone, Joshua David Sr. (Josh)	1024 Johnnie Dodds Blvd	Mount Pleasant	29464-3107	843-881-6811
SC	OPR	Wrenn, John Porter (John)	3102 Ironclad Alley	Mount Pleasant	29466-8355	843-849-2281
SC	OPR	Farmer, Steven Lee (Steve)	4400 Highway 17	Murrells Inlet	29576-5026	843-652-9955
SC	OPR	Cash, Jeffrey Kent (Jeff)	10131 N Kings Hwy	Myrtle Beach	29572-4021	843-272-0007
SC	OPR	Grant, Mary G. (Wendy)	1940 Mister Joe White Ave	Myrtle Beach	29577	843-445-6467
SC	OPR	Peterson, Michael Wesley (Mike)	2360 Dick Pond Rd	Myrtle Beach	29575-6512	843-293-3992
SC	OPR	Rumley, Steven Alan Jr. (Steve)	85 Rodeo Dr	Myrtle Beach	29579-9470	843-903-3322
SC	OPR	Smith, Joette Lynch (Joette)	2000 Coastal Grand Cir Ste Fc1	Myrtle Beach	29577-9607	843-445-7404
SC	OPR	Dawkins, Jonathan Craig (Jon)	1065 Edgefield Road	North Augusta	29860	
SC	OPR	Dawkins, Jonathan Craig (Jon)	1267 Knox Ave	North Augusta	29841-4048	803-202-3202
SC	OPR	Blind, Deborah Ann (Debbie)	4926 Centre Pointe Dr	North Charleston	29418-6927	843-744-9051
SC	OPR	Burn, Chad Clay (Chad)	7616 Rivers Ave	North Charleston	29406-4012	843-797-0122
SC	OPR	Dickerson, Daniel Rayburn (Daniel)	8455 Dorchester Rd	North Charleston	29420-7307	843-767-1213
SC	OPR	Cash, Jeffrey Kent (Jeff)	690 Highway 17 N	North Myrtle Bea	29582-2906	843-280-7882
SC	OPR	Murphy, Wayne (Wayne)	3559 Saint Matthews Rd	Orangeburg	29118-8217	803-534-7676
SC	OPR	Saxon, Chad Anthony (Chad)	3420 Highway 153	Piedmont	29673-9405	864-295-8330
SC	OPR	Barfield, Walter Ransford Jr. (Randy)	2245 Dave Lyle Blvd	Rock Hill	29730-4973	803-980-8080
SC	OPR	Sheley, Chad Douglas (Chad)	2415 Cherry Rd	Rock Hill	29732-2171	803-325-1323
SC	OPR	Tyler, Herbert Burnette Jr. (Herb)	1612 Sandifer Blvd	Seneca	29678-0905	864-886-9080
SC	OPR	Webber, Matthew Eugene (Matt)	930 NE Main St	Simpsonville	29681-2010	864-962-1323
SC	OPR	Webber, Matthew Eugene (Matt)	659 Fairview Rd	Simpsonville	29680-6706	864-962-5157
SC	OPR	Goff, James Randell (Randy)	1790 Asheville Hwy	Spartanburg	29303-2008	864-582-0093
SC	OPR	Laws, Keith E. (Keith)	1503 Wo Ezell Blvd	Spartanburg	29301-2603	864-595-0478
SC	OPR	Moore, Benjamin S. (Ben)	1995 E Main St	Spartanburg	29307-2308	864-577-0801
SC	OPR	Matson, Nadezhda (Nadia)	1726 State Rd	Summerville	29486-2754	843-984-8989
SC	OPR	Walker, Christopher Nelson (Chris)	1312 N Main St	Summerville	29483-7308	843-695-1112
SC	OPR	Richardson, Warren Scott (Scott)	375 Pinewood Rd	Sumter	29150-5442	803-774-4455
SC	OPR	Richardson, Warren Scott (Scott)	1170 Broad St	Sumter	29150-1946	803-905-2620
SC	OPR	Bennett, Anthony Todd (Todd)	2801 Wade Hampton Blvd Ste C	Taylors	29687-2758	864-322-2300
SC	OPR	Bryant, Steven Jones (Steven)	22 Benton Rd	Travelers Rest	29690-2168	864-834-2230
SC	OPR	Sims, McKenzie Britt Cooper (Britt)	2299 Augusta Rd	West Columbia	29169-4523	803-939-1600
SD	OPR	Heiser, Jeremiah Lee (Jeremiah)	4005 W 41st St	Sioux Falls	57106-0702	605-275-1010
TN	OPR	Turner, Francis J. (Frankie)	1031 Hunters Xing	Alcoa	37701-1850	865-981-9993
TN	OPR	Arant, Allen Baird (Allen)	2940 Kirby Whitten Rd	Bartlett	38134-2824	901-512-5391
TN	OPR	Hooper, Barry Wayne (Barry)	330 Franklin Rd	Brentwood	37027-3280	615-373-4160
TN	OPR	Horner, Joshua Michael (Josh)	360 Pinnacle Pkwy	Bristol	37620-5004	423-573-2032
TN	OPR	Collins, Mitchell Roy (Mitch)	2100 Hamilton Place Blvd Ste 313	Chattanooga	37421-6007	423-894-3181
TN	OPR	Collins, Mitchell Roy (Mitch)	1804 Gunbarrel Rd	Chattanooga	37421-3129	423-485-0777
TN	OPR	Goebeler, Nicholas Joseph (Nick)	5830 Brainerd Rd	Chattanooga	37411-5505	423-855-9880
TN	OPR	Kitchen, Kristina Alexandra (Alex)	209 Northgate Mall	Chattanooga	37415-6940	423-875-4771
TN	OPR	Kyle, Samuel Heath (Heath)	639 Camp Jordan Pkwy	Chattanooga	37412-4250	423-498-4780
TN	OPR	Blevins, David Paul (David)	1626 Madison St	Clarksville	37043-4911	931-648-4468
TN	OPR	Pennington, Brittnye Carole (Brittnye)	3096 Wilma Rudolph Blvd	Clarksville	37040-5014	931-552-5511
TN	OPR	Colley, Karen Thomas (Karen)	3890 Keith St Nw	Cleveland	37312-4336	423-728-5471
TN	OPR	Colley, Karen Thomas (Karen)	1000 Paul Huff Pkwy NW	Cleveland	37312-2962	423-479-4232
TN	OPR	Gibbs, Grant Stephen (Grant)	1036 W Poplar Ave	Collierville	38017-2505	901-853-1786

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TN	OPR	Mathis, Stephen Caleb (Caleb)	605 S James Campbell Blvd	Columbia	38401-4333	931-380-3939
TN	OPR	Prine, Benjamin Thomas (Ben)	1370 Interstate Dr	Cookeville	38501-4129	931-372-2665
TN	OPR	Allen, Derek Cole (Derek)	3381 N Main St	Crossville	38555-5455	931-707-7797
TN	TMP	Kish, Christopher E	2440 Lake Rd	Dyersburg	38024-1604	731-285-0880
TN	OPR	Tipton, Thomas Alan (Tommy)	753 W Elk Ave	Elizabethton	37643-2516	423-297-1266
TN	OPR	Hammontree, Martha Jeanne (Jeanne)	2016 Columbia Ave	Franklin	37064-3999	615-794-8180
TN	OPR	Hammontree, Martha Jeanne (Jeanne)	203 Lathram Lane	Franklin	37064	
TN	OPR	Pfaender, William Christian (Bill)	1122 Murfreesboro Rd	Franklin	37064-3007	615-595-1133
TN	OPR	Pfaender, William Christian (Bill)	3063 Mallory Ln	Franklin	37067-8225	615-778-0055
TN	OPR	Speth, David C. (David)	1800 Galleria Blvd Ste 3060	Franklin	37067-6279	615-771-7300
TN	OPR	Garretson, Gregory George (Greg)	101 N Belvedere Dr	Gallatin	37066-5419	615-230-1945
TN	OPR	House, Anthony Wade (Anthony)	1230 S Germantown Rd	Germantown	38138-2226	901-249-7740
TN	OPR	Edge, Mitchel P. (Mitch)	2645 E Andrew Johnson Hwy	Greeneville	37745-0953	423-787-2035
TN	OPR	Luisi, Richard Christian (Rich)	1033 Glenbrook Way	Hendersonville	37075-1231	615-264-2330
TN	OPR	Atkins, Carl Randall Jr. (Randy)	305 Old Lebanon Dirt Rd	Hermitage	37076-2154	615-889-2177
TN	OPR	Kirstein, Dean E. (Dean)	5740 Highway 153	Hixson	37343-3727	423-877-5504
TN	OPR	Edwards, Grant Stephen (Grant)	16 Tinker Hill Road	Jackson	38305-4918	731-882-7156
TN	OPR	Edwards, Grant Stephen (Grant)	3 Stonebridge Blvd	Jackson	38305-2055	731-668-2919
TN	OPR	Burchfield, Timothy Lynn (Tim)	3206 Peoples St	Johnson City	37604-4142	423-952-0031
TN	OPR	Fowler, Darrell Johnson (Darrell)	2103 W Market St	Johnson City	37604-6024	423-232-2880
TN	OPR	Lane, Jimmy Joe II (Jimmy)	2011 N Roan St Ste 38	Johnson City	37601-3118	423-282-4771
TN	OPR	Tingle, John Frank (John)	1205 E Stone Dr	Kingsport	37660-4126	423-245-8881
TN	OPR	Halliday, Roger Eddie (Eddie)	4944 Kingston Pike	Knoxville	37919-5111	865-330-0044
TN	OPR	Halliday, Roger Eddie (Eddie)	7600 Kingston Pike Rm NO1320	Knoxville	37919-5600	865-690-5447
TN	OPR	Halliday, Roger Eddie (Eddie)	7520 Kingston Pike	Knoxville	37919-5611	865-588-0100
TN	OPR	Harb, Gregory A. (Greg)	5100 N Broadway St	Knoxville	37918-2342	865-689-9661
TN	OPR	Jacobi, David Gerard (David)	2082 Town Center Blvd	Knoxville	37922-6677	865-670-7604
TN	OPR	Jones, Gregory Scott (Greg)	6564 Clinton Hwy	Knoxville	37912-1114	865-947-2416
TN	OPR	Whittemore, Timothy Douglas (Tim)	7565 Mountain Grove Dr	Knoxville	37920-6754	865-381-9618
TN	OPR	Wilkins, Marshall Lee (Marshall)	11068 Parkside Dr	Knoxville	37934-1952	865-675-7400
TN	OPR	Wilkins, Marshall Lee (Marshall)	9646 Kingston Pike	Knoxville	37922-2315	865-691-7400
TN	OPR	Beall, Carlton Norman Jr. (Carlton)	706 S Cumberland St	Lebanon	37087-4110	615-444-3005
TN	OPR	Young, Justin Elliott (Justin)	1009 Highway 321 N	Lenoir City	37771-6664	865-816-3541
TN	OPR	Hunley, Steven Todd (Todd)	2000 Gallatin Pike N	Madison	37115-2002	615-851-4007
TN	OPR	England, Chandler Zachary (Chandler)	2690 Hillsboro Blvd	Manchester	37355	931-570-2355
TN	OPR	Turner, Francis J. (Frankie)	1767 W Broadway Ave	Maryville	37801-5509	865-983-0878
TN	OPR	Arant, Allen Baird (Allen)	3565 Austin Peay Hwy	Memphis	38128-3717	
TN	OPR	Cantey, David Bryan (David)	7072 Winchester Rd	Memphis	38125-2013	901-737-1778
TN	OPR	Clapp, Benjamin Marcus (Marc)	2760 N Germantown Pkwy Ste 268	Memphis	38133-8156	901-382-3280
TN	OPR	Clapp, Benjamin Marcus (Marc)	2881 N Germantown Pkwy	Memphis	38133-8150	901-381-4727
TN	OPR	Francisco, John Charles (John)	1980 Union Ave	Memphis	38104-4134	901-272-0511
TN	OPR	Malone, Brian Scott (Scott)	4916 Poplar Ave	Memphis	38117-5145	901-820-0505
TN	OPR	Miller, Joe Robert (Joe)	6282 Poplar Ave	Memphis	38119-4713	901-766-1875
TN	OPR	Pruitt, Matthew Steven (Matt)	4649 Summer Ave	Memphis	38122-4757	901-410-2150
TN	OPR	Ruffin, Alphonso Jr. (Alphonso)	8492 Us Highway 51 N	Millington	38053-1515	901-872-1115
TN	OPR	Robinson, Gary Anthony (Gary)	2141 W Andrew Johnson Hwy	Morristown	37814-3203	423-581-8181
TN	OPR	Daniel, Ray (Ray)	401 S Mount Juliet Rd Ste 105	Mount Juliet	37122-6398	615-773-7747
TN	OPR	Noblitt, Joseph Pinckney (Beau)	2005 Old Fort Pkwy	Murfreesboro	37129-6908	615-217-1351
TN	OPR	Noblitt, Joseph Pinckney (Beau)	2116 Memorial Blvd	Murfreesboro	37129-5121	615-617-3660
TN	OPR	Hooper, Barry Wayne (Barry)	5805 Nolensville Pike	Nashville	37211-6501	615-331-7723
TN	OPR	Moore, John Cleveland (John)	2120 Rosa L Parks Blvd	Nashville	37228-1508	615-743-3941
TN	OPR	Moore, John Cleveland (John)	1622 Church St	Nashville	37203-2920	615-549-5902
TN	OPR	Moore, John Cleveland (John)	312 Rosa L Parks	Nashville	37243-1102	615-239-1405
TN	OPR	Riley, Susan Lynn (Susan)	2619 8th Ave S	Nashville	37204-2483	615-383-3333

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TN	OPR	Sims, Will Stanton (Will)	7606 Highway 70 S	Nashville	37221-1852	615-994-1711
TN	OPR	Sims, Will Stanton (Will)	6500 Charlotte Pike	Nashville	37209-2904	615-352-1222
TN	OPR	McCay, Michael Logan (Logan)	357 S Illinois Ave	Oak Ridge	37830-6741	865-272-3251
TN	OPR	Halliday, Charles Dawson (Dawson)	8959 Old Lee Hwy	Ooltewah	37363-8655	423-269-6987
TN	OPR	Jones, Gregory Scott (Greg)	540 E Emory Rd	Powell	37849-3519	865-512-1443
TN	OPR	Cooper, Amanda Michelle (Mandy)	1432 Parkway	Sevierville	37862-2845	865-908-2506
TN	OPR	Rowell, Terry Allen (Terry)	770 Winfield Dunn Pkwy	Sevierville	37876-5511	865-250-1506
TN	OPR	Womack, Katelyn Nicole (Katelyn)	756 North Main Street	Shelbyville	37160	931-639-6688
TN	OPR	Weinmann, Robert Adam (Robert)	470 W Sam Ridley Pkwy	Smyrna	37167-5620	615-459-3290
TN	OPR	Collier, Murray Preston (Murray)	4885 Main St	Spring Hill	37174-2725	615-302-0343
TN	OPR	Fielder, Mitchell Gregory (Mitch)	3334 Tom Austin Hwy	Springfield	37172	615-667-0224
TN	OPR	Seabolt, Joseph Howard Jr. (Joseph)	1708 N Jackson St	Tullahoma	37388-2232	931-222-4102
TX	OPR	LaCroix, Brian Howard (Brian)	3130 S Clack St	Abilene	79606-2203	325-691-0414
TX	OPR	Pulley, Mark David (Mark)	1750 State Highway 351	Abilene	79601-4748	325-776-8168
TX	OPR	Kulas, Paul Justin (Paul)	3781 Belt Line Rd	Addison	75001-4302	972-247-3232
TX	OPR	Kandler, Michael Arthur (Michael)	2273 E. Main St	Alice	78332	361-415-2318
TX	OPR	Brown, William Nielsen (Niel)	350 E Stacy Rd	Allen	75002-8762	972-678-3001
TX	OPR	Brown, William Nielsen (Niel)	902 W McDermott Dr	Allen	75013-6502	214-495-9540
TX	OPR	Newman, Craig Mitchell (Craig)	2018 E Highway 6	Alvin	77511-8507	281-585-9911
TX	OPR	Brinza, Allie Jean (Allie)	4510 S Coulter St	Amarillo	79119-6454	806-468-8885
TX	OPR	LaMarca, Lisa Ann (Lisa)	5544 W Amarillo Blvd	Amarillo	79106-4135	806-353-1350
TX	OPR	Raef, Joshua Paul (Joshua)	7701 W Interstate 40 Ste 132	Amarillo	79121-0132	806-355-1848
TX	OPR	Raef, Joshua Paul (Joshua)	2525 S Georgia St	Amarillo	79109-1926	806-358-8055
TX	OPR	Longino, Luke Gregory (Luke)	513 S Central Expy	Anna	75409-4904	469-840-4454
TX	OPR	Hassler, Tiffany Ann (Tiffany)	4901 West Sublett Road	Arlington	76017	817-563-4999
TX	OPR	Hassler, Tiffany Ann (Tiffany)	4412 Little Rd	Arlington	76016-5605	817-483-0964
TX	OPR	Hassler, Wayne E. (Wayne)	4700 S Cooper St	Arlington	76017-5925	817-465-6631
TX	OPR	Moreno, Carmenza Maria (Carmenza)	1505 N Collins St	Arlington	76011-4941	817-548-7700
TX	TMP	Canan, Saide	3811 S Cooper St	Arlington	76015-4120	817-472-9917
TX	OPR	Campos, Edward Charles (Ed)	12901 I-35 N Service Road Bldg 14	Austin	78753	512-990-2424
TX	OPR	Crisler, Bruce Alan (Bruce)	13229 Ranch Road 620 N	Austin	78717-1011	512-258-0441
TX	OPR	Glover, Jeffrey Don (Jeff)	12501 N Mo Pac Expy	Austin	78758-2980	512-977-0747
TX	OPR	Glover, Jeffrey Don (Jeff)	10901 Research Blvd SVRD NB	Austin	78759-5719	512-343-1989
TX	OPR	Green, Clifford Vernon (Cliff)	503 W Martin Luther King Jr Blvd	Austin	78701-1230	512-473-8651
TX	OPR	Harris, James Benjamin (Jamie)	161 W Slaughter Ln Ste M	Austin	78748-1773	512-282-4200
TX	OPR	Massey, Carlton Kenneth (Ken)	5033-D US 290 West	Austin	78735	512-358-9125
TX	OPR	Massey, Carlton Kenneth (Ken)	500 E Ben White Blvd	Austin	78704-7470	512-707-8119
TX	OPR	Nguyen, Thamson Niels (Thamson)	165 Hargraves Dr	Austin	78737-4795	512-551-2200
TX	OPR	Ortego, Mark Brian (Mark)	7710 N FM 620 Rd Unit 9	Austin	78726-4403	512-219-9082
TX	OPR	Steigmeyer, Lucas Michael (Luke)	600 Congress Ave Ste C150	Austin	78701-2987	512-482-8030
TX	OPR	Taylor, William Ryan (Ryan)	2901 S Capital of Texas Hwy Ste VC8	Austin	78746-8112	512-523-6463
TX	OPR	Arnett, Matthew Thomas (Matt)	4455 Fredericksburg Rd	Balcones Heights	78201-1956	210-910-6330
TX	OPR	Saum, Ryan James (Ryan)	721 Highway 71 W	Bastrop	78602-4036	512-332-2000
TX	OPR	Burnside, Nicholas Dale (Nick)	5512 7th St	Bay City	77414-9499	979-476-5926
TX	OPR	Henckel, Brett Taylor (Taylor)	4053 East Fwy	Baytown	77521-8271	281-917-7881
TX	OPR	Henckel, Brett Taylor (Taylor)	5006 Garth Rd	Baytown	77521-2135	281-421-5087
TX	OPR	Long, Edmond Ira Jr. (Edmond)	8738 N Highway 146	Baytown	77523-7008	281-573-4573
TX	OPR	Henckel, Robert Dale (Robert)	4050 Dowlen Rd	Beaumont	77706-6849	409-347-4800
TX	OPR	Henckel, Robert Dale (Robert)	3825 College St	Beaumont	77701-4621	409-835-8114
TX	OPR	Bales, Vanessa L. (Vanessa)	1850 Central Dr	Bedford	76021-5890	682-300-5357
TX	OPR	Zavodny, Darryl Allan (Darryl)	3600 Ranch Road 620 S Ste C	Bee Cave	78738-6875	512-263-5300
TX	OPR	Sykora, David Landon (David)	1595 N I-35 Frontage Rd	Bellmead	76705	254-296-8253
TX	OPR	Kirwan, Jeremy Lee (Jeremy)	8800 Highway 377 S	Benbrook	76126-3440	817-249-3900
TX	OPR	Moyle, Katherine Koegler (Katie)	502 E FM 700	Big Spring	79720-5716	432-897-0351

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TX	OPR	Allen, Andrew Jenson (Drew)	1161 US HWY 290 E	Brenham	77833	979-353-0222
TX	OPR	Aviles, Rene Alexander (Alex)	2370 N Expressway Ste 1348	Brownsville	78521-1223	956-541-4222
TX	OPR	Aviles, Rene Alexander (Alex)	4325 N Expressway # 77	Brownsville	78520-9479	956-350-9488
TX	OPR	Aviles, Rene Alexander (Alex)	2150 Ruben Torres Sr Blvd	Brownsville	78526-2864	956-504-7222
TX	OPR	Hernandez, Jose Luis Jr. (Jose)	3385 Boca Chica Blvd	Brownsville	78521-4201	956-541-2456
TX	OPR	Jones, Bridget Nicole (Bridget)	500 E Commerce St	Brownwood	76801-1820	325-510-3302
TX	OPR	Dawson, Brent Ryan (Brent)	2210 Briarcrest Dr	Bryan	77802-5017	979-314-9844
TX	OPR	Wilson, Robert Blake (Blake)	1542 W Villa Maria Rd	Bryan	77807-2386	979-775-3794
TX	OPR	Howard, Timothy Reece (Reece)	15500 S Interstate 35	Buda	78610-3386	512-400-4185
TX	OPR	Ryan, Gregory Stephen (Greg)	111 Nw John Jones Dr	Burleson	76028-5154	817-447-0106
TX	OPR	Ryan, Gregory Stephen (Greg)	1105 N Burleson Blvd	Burleson	76028-7009	817-447-4552
TX	OPR	Agnew, Macy Macall (Macy)	2425 Old Denton Rd	Carrollton	75006-1330	972-466-2412
TX	OPR	Morris, Joseph Patrick (Joseph)	387 E Fm 1382	Cedar Hill	75104-6038	972-293-0022
TX	OPR	Mendoza, Priscilla Chavez (Priscilla)	1325 E Whitestone Blvd	Cedar Park	78613-7597	512-260-9777
TX	OPR	Haile, Tyler Reese (Tyler)	885 Cibolo Valley Drive	Cibolo	78108	210-300-2700
TX	OPR	Cress, LaChelle Nicole (LaChelle)	321 Marina Bay Dr	Clear Lake Shore	77565-2686	281-535-1550
TX	OPR	Flaniken, Matthew Asa (Matt)	801 W Henderson St	Cleburne	76033-4833	682-317-1040
TX	OPR	Huggins, Jerald Eugene (Jerald)	1700 Harvey Mitchell Pkwy S	College Station	77845-4296	979-704-5598
TX	OPR	Huggins, Jerald Eugene (Jerald)	4431 State Highway 6 S	College Station	77845-4428	979-690-8822
TX	OPR	Huggins, Jerald Eugene (Jerald)	1719 Texas Ave S	College Station	77840-3320	979-694-4500
TX	OPR	Price, Zachary Thomas (Zack)	5150 Colleyville Blvd	Colleyville	76034-5826	817-897-2287
TX	OPR	Hughes, Casey Dean (Casey)	10057 Highway 242	Conroe	77385	936-280-0033
TX	OPR	Hughes, Casey Dean (Casey)	453 S Loop 336 W	Conroe	77304-3303	936-494-2991
TX	OPR	Hughes, Casey Dean (Casey)	3425 College Park Dr	Conroe	77384-4921	936-266-0416
TX	OPR	Kober, Edward Manuel (Eddie)	1321 W Davis St	Conroe	77304-2309	936-441-4480
TX	OPR	Kennedy, Stephen Harper (Stephen)	202 Robert Griffin III Blvd	Copperas Cove	76522-3197	254-542-1411
TX	OPR	Slate, John Bradley (Brad)	4481 FM 2181	Corinth	76210-4216	940-498-1535
TX	OPR	Buentello, Yessica Estrada (Yessica)	5488 S Padre Island Dr Ste 1014	Corpus Christi	78411-4117	361-991-3161
TX	OPR	Buentello, Yessica Estrada (Yessica)	4946 S Staples St	Corpus Christi	78411-3802	361-991-2499
TX	OPR	Davis, Jessica Nicole (Jessica)	9601 S Padre Island Dr	Corpus Christi	78418-5127	361-504-0611
TX	OPR	Martinek, Denise Y. (Denise)	13701 Northwest Blvd	Corpus Christi	78410-5114	361-387-0000
TX	OPR	Rodriguez, Pablo (Paul)	4741 S Padre Island Dr	Corpus Christi	78411-4415	361-851-2135
TX	OPR	Sharp, Kevin W. (Kevin)	5929 Saratoga Blvd	Corpus Christi	78414-4102	361-906-0029
TX	OPR	Kosir, Dawn Rose (Dawn)	1903 S US Highway 287	Corsicana	75110-9661	430-222-3171
TX	OPR	Pogue, Joshua Andrew (Josh)	14041 FM 2100 Rd	Crosby	77532-6153	281-369-1016
TX	OPR	Self, Shawn Michael (Shawn)	11851 US Highway 380	Crossroads	76227-8215	940-365-2727
TX	OPR	Chaluh, David Joseph (David)	14011 Spring Cypress Rd	Cypress	77429-1964	281-394-3991
TX	OPR	Kober, Norman Edward (Norm)	28644 Highway 290	Cypress	77433-4290	281-256-7120
TX	OPR	Kober, Norman Edward (Norm)	25835 Highway 290	Cypress	77429-1049	281-256-2423
TX	OPR	Oakes, David P. (David)	10802 Fry Road	Cypress	77433	832-529-1661
TX	OPR	Oakes, David P. (David)	9823 Barker Cypress Rd	Cypress	77433-5391	281-758-1240
TX	OPR	Allen, Ryan Scott (Ryan)	4523 Frankford Rd	Dallas	75287-6824	972-732-6540
TX	OPR	Calva, Joshua Adam (Joshua)	1401 Elm St Ste 220	Dallas	75202-2935	214-748-4520
TX	OPR	Canales, Lori Michelle (Lori)	6176 Retail Rd Ste 100	Dallas	75231-7813	214-890-7551
TX	OPR	Elesawi, Noor Walid (Noor)	2429 W Wheatland Rd	Dallas	75237-3610	972-296-4090
TX	OPR	Gabbard, Christopher Gregg (Chris)	8687 N Central Expy Ste 2386	Dallas	75225-4561	214-363-4627
TX	OPR	Green, Philip Jackson (Philip)	14897 Preston Rd	Dallas	75254-7863	972-386-9774
TX	OPR	Gutteridge, Kyle Andrew (Kyle)	7934 Arapaho Rd	Dallas	75248-4445	469-617-1233
TX	OPR	Jacobs, Consuela Kennard (Consuela)	3502 W Camp Wisdom Rd	Dallas	75237-2506	214-736-3085
TX	OPR	Kelly, Curtis Durell III	15235 Montfort Rd	Dallas	75248-6457	972-385-9449
TX	OPR	McPherson, William Travis (William)	12120 Inwood Rd	Dallas	75244-8017	972-404-4727
TX	OPR	Mead, Kristi Layne (Kristi)	12795 Midway Rd	Dallas	75244-6333	972-243-3309
TX	OPR	Mulkey, Jeffrey Dan (Jeff)	1535 N Cockrell Hill Rd	Dallas	75211-1315	214-331-2400
TX	OPR	Murillo, Louis Anthony (Louie)	3040 W Mockingbird Ln	Dallas	75235-5807	214-736-3866

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TX	OPR	Murillo, Louis Anthony (Louie)	3820 W Northwest Hwy	Dallas	75220-5139	214-353-2266
TX	OPR	Nelson, Carl E. (Carl)	9386 Lyndon B Johnson Fwy	Dallas	75243-3468	469-330-8838
TX	OPR	Walkup, Michael C. (Michael)	11809 E Northwest Hwy	Dallas	75218-1412	469-389-2330
TX	OPR	Walkup, Michael C. (Michael)	9111 Garland Rd	Dallas	75218-3936	214-945-4232
TX	OPR	White, Jeffrey Clinton (Jeff)	7718 N Central Expy	Dallas	75206-1901	214-691-6111
TX	OPR	White, Jeffrey Clinton (Jeff)	6423 Hillcrest Ave	Dallas	75205-1852	214-599-9944
TX	OPR	Ortega, Rodrigo (Rodrigo)	2207 Veterans Blvd	Del Rio	78840-3120	830-775-2902
TX	OPR	Medders, James Robert (Rob)	2801 W FM 120	Denison	75020	903-465-1615
TX	OPR	Listi, John Matthew (Matt)	1711 S Loop 288	Denton	76205-4833	940-382-8149
TX	OPR	Pearson, Jon Matthew (Matt)	2410 W University Dr	Denton	76201-1605	940-597-6274
TX	OPR	Lee, Michael Kevin (Michael)	1640 Fm 646 Rd W	Dickinson	77539-3392	281-337-1898
TX	OPR	Morris, Joseph Patrick (Joseph)	300 W Highway 67	Duncanville	75137-4413	972-283-6647
TX	OPR	Longoria-Cruz, Zadai Esperanza (Zadai)	635 S Bibb Ave	Eagle Pass	78852-6359	830-335-2012
TX	OPR	Martinez, Jose Fidel (Rudy)	1360 W University Dr	Edinburg	78539-2912	956-287-0805
TX	OPR	Martinez, Jose Fidel (Rudy)	4300 S I-69C	Edinburg	78539	956-292-0120
TX	OPR	Chavez, Sergio Denver (Sergio)	10721 Gateway South Blvd	El Paso	79924	915-821-0624
TX	OPR	Hernandez, Rene Luis (Rene)	12240 Montana Ave	El Paso	79938-4851	915-857-5950
TX	OPR	Hernandez, Rene Luis (Rene)	1840 N Zaragoza Rd	El Paso	79936-7911	915-921-0610
TX	OPR	Martinez, Anthony (Anthony)	8401 Gateway Blvd W Ste M05	El Paso	79925-5644	915-779-1324
TX	OPR	Martinez, Anthony (Anthony)	1300 Airway Blvd # A	El Paso	79925-2211	915-771-7870
TX	OPR	Ortega, Edgar (Edgar)	6450 N Desert Blvd	El Paso	79912-8506	915-581-2645
TX	OPR	Ortega, Edgar (Edgar)	7597 N Mesa St	El Paso	79912-3505	915-842-8553
TX	OPR	Zayas, Marc Anthony (Marc)	1335 N Zaragoza Rd	El Paso	79936-7902	915-857-5452
TX	OPR	Zayas, Marc Anthony (Marc)	12141 Eastlake Blvd	El Paso	79928-7809	915-249-6144
TX	OPR	Ragsdale, Joshua (Josh)	390 N Interstate Highway 45	Ennis	75119-3404	972-875-3452
TX	OPR	Flores, Ernesto III (Ernie)	3003 State Highway 121	Euless	76039-4076	817-354-5654
TX	OPR	Arthur, Kenneth Darren (Kenny)	2001 Justin Rd	Flower Mound	75028-3800	972-691-3999
TX	OPR	Driscoll, Jason Evan (Jason)	2001 Long Prairie Rd	Flower Mound	75022-4222	972-691-5988
TX	OPR	Clark, Roger Lee (Roger)	900 E US Highway 80	Forney	75126-8613	972-564-3665
TX	OPR	Albrecht, Matthew Mark (Matt)	2900 Western Center Blvd	Fort Worth	76131-1332	817-847-7384
TX	OPR	Bales, Vanessa L. (Vanessa)	4332 Highway 360	Fort Worth	76155-2531	469-999-3616
TX	OPR	Capehart, Amy Michelle (Amy)	4500 W Bailey Boswell Rd	Fort Worth	76179-4319	817-236-0130
TX	OPR	Janicek, H. Mike (Mike)	4913 Bryant Irvin Rd	Fort Worth	76132-3617	817-423-8806
TX	OPR	Kasprzak, Gary M. (Gary)	3580 Altamesa Blvd	Fort Worth	76133-5602	817-423-0222
TX	OPR	Kirwan, Jeremy Lee (Jeremy)	4800 S Hulen St Ste 2105	Fort Worth	76132-1558	817-294-0094
TX	OPR	Lamb, Sandra Denise (Sandy)	3588 Highway 114	Fort Worth	76177-2101	682-831-1770
TX	OPR	Nguyen, Dat Tan (Dat)	549 Carroll St	Fort Worth	76107-2292	817-332-7111
TX	OPR	Pleasants, Scott Eugene (Scott)	2870 Heritage Trace Pkwy	Fort Worth	76177-7580	817-750-2440
TX	OPR	Pleasants, Scott Eugene (Scott)	2401 N Tarrant Pkwy	Fort Worth	76177-2208	817-232-7300
TX	OPR	Russell, John Dustin (Dusty)	5601 McPherson Blvd	Fort Worth	76123-6023	817-297-4664
TX	OPR	Slone, Bruce Wayne (Bruce)	3200 Hulen St	Fort Worth	76107-6172	817-737-4904
TX	OPR	Thomas, Sanel (Sanel)	2811 N Main St	Fort Worth	76164	817-945-3956
TX	OPR	Baragas, Anthony Michael (Anthony)	1757 S Friendswood Dr	Friendswood	77546-5409	832-569-2259
TX	OPR	Gibson, Charles Allen (Charles)	1 Baybrook Mall	Friendswood	77546-2700	281-480-7144
TX	OPR	Cooper, Talton Charles III (Talton)	2601 Preston Rd Ste 2046	Frisco	75034-9002	972-668-7230
TX	OPR	Marroquin, Frieda Elizabeth (Frieda)	5377 Dallas Pkwy	Frisco	75034-7921	214-705-1887
TX	OPR	Marroquin, Frieda Elizabeth (Frieda)	5211 Eldorado Pkwy	Frisco	75033-8671	214-387-9887
TX	OPR	Schumacher, Jason Roy (Jay)	8875 Preston Rd	Frisco	75034-5698	214-436-5419
TX	OPR	Williams, Robert Aaron (Aaron)	7979 FM 423	Frisco	75036-3024	469-362-3930
TX	OPR	Clarke, Michael Patrick (Michael)	1001 W Highway 82	Gainesville	76240-2532	940-427-1306
TX	OPR	Jernigan, Jimmy Edward (Jimmy)	5425 N George Bush Hwy	Garland	75044-4801	972-496-6918
TX	OPR	Southers, Ryan Bradley (Ryan)	1031 W University Ave	Georgetown	78628-5338	512-930-4884
TX	OPR	Grant, Aaron Langdon (Aaron)	1011 E US Highway 377	Granbury	76048-2584	817-573-4424
TX	OPR	Harris, Robin Snegon (Robin)	1225 W Pioneer Pkwy	Grand Prairie	75051-4915	972-602-6900

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TX	OPR	Harris, Robin Snegon (Robin)	3970 S Carrier Pkwy	Grand Prairie	75052-6654	972-264-3100
TX	OPR	Hassler, Wayne E. (Wayne)	3041 W Camp Wisdom Rd	Grand Prairie	75052-4463	817-652-0804
TX	OPR	Boyd, Jarvis Ramon (Jarvis)	1235 William D Tate Ave	Grapevine	76051-4031	817-488-4147
TX	OPR	Cowden, Clinton James (Clinton)	2255 E Grapevine Mills Cir	Grapevine	76051-2046	972-539-6543
TX	OPR	Miner, Catherine Jo (Cathy)	3130 Interstate Highway 30	Greenville	75402-7208	903-494-5720
TX	OPR	Tschirhart, Michael Allen (Mike)	5100 W Parkway St	Groves	77619-2920	409-962-5634
TX	OPR	Beeman, Bradley Eugene (Brad)	201 E Central Texas Expy	Harker Heights	76548-1887	254-690-2171
TX	OPR	Castellanos, Francisco (Francisco)	1814 South Business 77 Sunshine Stri	Harlingen	78550-8275	956-412-0550
TX	OPR	Castellanos, Francisco (Francisco)	1021 Dixieland Rd	Harlingen	78552-5932	956-365-3833
TX	OPR	Bringman, Michael Paul (Michael)	2416 US Highway 79 S	Henderson	75654-4412	430-243-3447
TX	OPR	Anderson, Joseph Wilburn (Joseph)	10225 Almeda Genoa Rd	Houston	77075-2421	713-946-1800
TX	OPR	Anthony-Garrett, Willie Marie (Willie)	6895 Highway 6 S	Houston	77083-3301	281-568-0702
TX	OPR	Bradford, Wade Nichols (Wade)	6175 Highway 6 N	Houston	77084-1303	281-855-9163
TX	OPR	Caddenhead, Kevin Ray (Kevin)	3635 Cypress Creek Pkwy	Houston	77068-3601	281-895-0794
TX	OPR	Caddenhead, Kevin Ray (Kevin)	7007 Fm 1960 Rd W	Houston	77069-3601	281-580-4303
TX	OPR	Chaluh, Nissim Jesse (Jesse)	9799 S Post Oak Rd	Houston	77096-4302	713-965-7444
TX	OPR	Chaluh, Nissim Jesse (Jesse)	2715 Southwest Fwy	Houston	77098-4606	713-523-2442
TX	OPR	Chaluh, Nissim Jesse (Jesse)	5001 Beechnut St	Houston	77096-1502	713-839-7700
TX	OPR	Chin, Rebecca Grace (Becky)	7007 Gulf Fwy	Houston	77087-2503	281-645-6288
TX	OPR	Chin, Rebecca Grace (Becky)	5940 Gulf Fwy	Houston	77023-5416	713-924-4000
TX	OPR	DeCola, James Randall (James)	13412 Briar Forest Dr	Houston	77077-1904	281-531-5503
TX	OPR	DeCola, Joseph Domnick (Joseph)	13720 East Fwy	Houston	77015-5929	713-455-3760
TX	OPR	DeCola, Joseph Domnick (Joseph)	5910 E Sam Houston Pkwy N	Houston	77049-2505	281-459-9553
TX	OPR	Deyo, Jason Alan (Jason)	11520 Pearland Pkwy	Houston	77089-2642	281-528-1944
TX	OPR	Ellis, Sidney Drew (Drew)	1200 McKinney St Ste 363	Houston	77010-2038	713-650-8081
TX	OPR	Ellis, Sidney Drew (Drew)	2222 Shearn St	Houston	77007-3941	713-862-4311
TX	OPR	Fortsch, Jeffrey Michael (Jeff)	6840 W Sam Houston Pkwy S	Houston	77072-5216	281-498-7800
TX	OPR	Gibson, Branden Ashford (Branden)	8609 Westheimer Rd	Houston	77063-4201	713-278-2300
TX	OPR	Glynn, Joseph W. (Joe)	4410 North Fwy	Houston	77022-3606	713-695-8888
TX	OPR	Glynn, Joseph W. (Joe)	925 North Loop W	Houston	77008-1765	713-861-6701
TX	OPR	Goolsby, Jonathan Paul (Jon)	165 West Rd	Houston	77037-1144	281-402-4005
TX	OPR	Goolsby, Jonathan Paul (Jon)	3955 Little York Rd	Houston	77093-3802	281-227-5810
TX	OPR	Hernandez, Francisco (Francisco)	13240 Northwest Fwy	Houston	77040-6003	713-462-7698
TX	OPR	Hernandez, Francisco (Francisco)	11011 Northwest Fwy	Houston	77092-7311	713-956-8000
TX	OPR	Kilgore, Graham Bradley (Graham)	14335 E Sam Houston Pkwy N	Houston	77044-6363	281-816-1020
TX	OPR	Kinney, Steven Dale Jr. (Steven)	7539 Southwest Fwy	Houston	77074-1903	713-935-1520
TX	OPR	Kinney, Steven Dale Jr. (Steven)	5325 S Rice Ave	Houston	77081-2735	713-349-0234
TX	OPR	Kober, Darlene Marie (Darlene)	1174 Willowbrook Mall	Houston	77070-5789	281-890-6613
TX	OPR	Kubala, Greg Alan (Greg)	753 Dairy Ashford Rd	Houston	77079-5305	832-770-4576
TX	OPR	Kubala, Greg Alan (Greg)	2606 S Kirkwood Rd	Houston	77077-6691	281-759-5799
TX	OPR	McLeod, Rafael David (Rafael)	303 Memorial City Ste 385	Houston	77024-3246	713-467-6862
TX	OPR	McLeod, Rafael David (Rafael)	7660 Katy Fwy	Houston	77024-2002	713-686-8542
TX	OPR	Munson, Brad Lee (Brad)	12935 State Highway 249	Houston	77086-3332	281-445-6177
TX	OPR	Pamphile, Colleen Karen (Colleen)	12325 Fm 1960 Rd W	Houston	77065-4808	832-912-8227
TX	OPR	Pierotti, David Tyler (Tyler)	430 Cypress Creek Pkwy	Houston	77090-3520	281-444-4736
TX	OPR	Rice, Austin Travis (Austin)	2267 W Sam Houston Pkwy N	Houston	77043-2308	713-561-5596
TX	OPR	Rutland, Sydnea Redwine (Sydnea)	8440 Highway 6 N	Houston	77095-2004	281-550-9205
TX	OPR	Sajid, Ummara (Ummara)	1900 Nasa Pkwy	Houston	77058-3503	281-333-0003
TX	OPR	Salvagio, Julianne McMahon (Juli)	7900 Main St	Houston	77025-2807	713-395-3888
TX	OPR	Salvagio, Julianne McMahon (Juli)	3101 W Holcombe Blvd	Houston	77025-1533	713-660-8200
TX	OPR	Smith, Cynthia Diane (Cindy)	21622 State Highway 249	Houston	77070-1646	281-374-6690
TX	OPR	Thigpen, Michael Glenn (Glenn)	9440 W Sam Houston Pkwy N	Houston	77064-6317	281-477-7091
TX	OPR	Wylie, Martin Russel (Rusty)	19303 Katy Fwy	Houston	77094-1007	281-578-7171
TX	TMP	Farol, Nicholas	5015 Westheimer Rd Ste 1330	Houston	77056-5626	713-840-8810

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	Smith, Philip Marcus (Philip)	98 Hudson Oaks Dr	Hudson Oaks	76087-4705	682-231-8800
TX	OPR	Johnston, Duane Lee (Duane)	9525 N Sam Houston Pkwy E	Humble	77396-2936	281-441-5108
TX	OPR	Michaels, Matthew John (Matt)	19220 W Lake Houston Pkwy	Humble	77346-2180	281-852-9808
TX	OPR	Michaels, Matthew John (Matt)	19707 Highway 59 N	Humble	77338-3513	281-446-2331
TX	TMP	Baldwin, Bryan	20131 Highway 59 N Ste 2106	Humble	77338-2334	281-446-4255
TX	OPR	Sullivan, Michael John (Michael)	285 I-45 S.	Huntsville	77340	936-571-7100
TX	OPR	Cook, Charles Jackson (CJ)	767 Grapevine Hwy	Hurst	76054-2805	817-485-3337
TX	OPR	Eager, Richard A. Jr. (Rich)	1101 Melbourne Rd Ste 2307	Hurst	76053-6212	817-595-4965
TX	OPR	Eager, Richard A. Jr. (Rich)	1475 W Pipeline Rd	Hurst	76053-4628	682-503-2400
TX	OPR	Steck, Kyle Edward (Kyle)	200 Ed Schmidt Blvd	Hutto	78634-5551	512-846-4093
TX	OPR	Mayes, Michael Scott (Scott)	7850 N Macarthur Blvd	Irving	75063-7517	972-432-0101
TX	OPR	Smith, Ryan David (Ryan)	2525 N Belt Line Rd	Irving	75062-5288	972-252-6699
TX	OPR	Smith, Ryan David (Ryan)	5350 N Macarthur Blvd	Irving	75038-3101	972-550-0277
TX	OPR	Wade, Mary Bauer (Marybeth)	502 S Jackson St	Jacksonville	75766-2415	903-541-0330
TX	OPR	Thigpen, Michael Glenn (Glenn)	17430 Northwest Fwy	Jersey Village	77040-1009	713-983-8348
TX	OPR	Baca, Amanda Rhea (Amanda)	22159 FM 529 Rd	Katy	77493-5094	281-347-0039
TX	OPR	Baca, Amanda Rhea (Amanda)	2826 W Grand Pkwy N	Katy	77449-1988	281-347-0040
TX	OPR	Cavin, Cynthia Whitley (Cynthia)	25601 Nelson Way	Katy	77494-5388	281-391-5544
TX	OPR	Holmes, Courtney June (Courtney)	6635 FM 1463 Rd	Katy	77494	281-392-1617
TX	OPR	Wylie, Martin Russel (Rusty)	23860 Westheimer Pkwy	Katy	77494-3609	281-395-1114
TX	OPR	Wylie, Martin Russel (Rusty)	369 S Mason Rd	Katy	77450-1746	281-579-9460
TX	OPR	Fritz, Elizabeth Anne (Elizabeth)	1002 Keller Pkwy	Keller	76248-3611	817-562-5561
TX	OPR	White, Seth Hadley (Seth)	1060 Junction Hwy	Kerrville	78028-4902	830-257-6901
TX	OPR	Autry, Darryl James (Darryl)	916 N Kilgore St	Kilgore	75662-5838	903-983-0304
TX	OPR	Early, James Madison IV (Jay)	1400 E Central Texas Expy	Killeen	76541-9117	254-680-5473
TX	OPR	Baca, Enrique Jr. (Enrique)	2645 S US Highway 77	Kingsville	78363-2937	361-602-1050
TX	OPR	Derelioglu, Zack (Zack)	195 Northpark Dr	Kingwood	77339-1543	281-577-1025
TX	OPR	Sheridan, Sarah Katherine (Sarah)	4594 Kingwood Dr	Kingwood	77345-2600	281-359-2012
TX	OPR	Ramirez, Joseph Anthony (Joseph)	5289 Kyle Center Dr	Kyle	78640-6162	512-268-6741
TX	OPR	Acosta, Ronnie (Ron)	9101 Spencer Hwy	La Porte	77571-3872	281-476-9599
TX	OPR	Disisto, April Smith (April)	121 Highway 332 W # A	Lake Jackson	77566-4028	979-297-2595
TX	OPR	Tipton, Michael Alexander (Mike)	6556 Lake Worth Blvd	Lake Worth	76135-3002	817-237-7779
TX	OPR	De Leon, Ezequiel (Zeke)	5000 San Dario Ave	Laredo	78041	956-729-1190
TX	OPR	Holley, Paul Michael (Paul)	5300 North I-35, Suite 171	Laredo	78041	956-722-2328
TX	OPR	Maldonado, Angel (Manny)	2460 Monarch Dr	Laredo	78045-6574	956-764-0451
TX	OPR	Speer, Martha C. (Marty)	1916 Bob Bullock Loop	Laredo	78043-9733	956-729-8846
TX	OPR	Powell, Travis Elliott (Travis)	2805 E League City Pkwy	League City	77573-3495	281-334-0426
TX	OPR	Mendoza, Priscilla Chavez (Priscilla)	1205 S Highway 183	Leander	78641-1415	512-528-0944
TX	OPR	Braddy, Brett Gordon (Brett)	483 E Round Grove Rd	Lewisville	75067-8308	972-315-3685
TX	OPR	Huffman, David James (David)	1201 W Main St	Lewisville	75067-3430	972-353-3000
TX	OPR	Belcher, Justin Charles (Justin)	1821 US Highway 190 W	Livingston	77351-4729	936-339-0129
TX	OPR	King, Charles E. (Chuck)	1740 W Loop 281	Longview	75604-2733	903-295-6633
TX	OPR	King, Charles E. (Chuck)	507 E Loop 281	Longview	75605-5001	903-663-6631
TX	TMP	Domingo, Juan	3500 Mccann Rd	Longview	75605-4406	903-753-3781
TX	OPR	Cannon, David James (David)	3210 W Loop 289	Lubbock	79407-3228	806-796-7744
TX	OPR	Mulkey, Brandon Wayne (Brandon)	6002 Slide Rd Ste 68252	Lubbock	79414-4334	806-797-2223
TX	OPR	Mulkey, Brandon Wayne (Brandon)	6416 82nd St	Lubbock	79424-0804	806-783-9500
TX	OPR	Mulkey, Brandon Wayne (Brandon)	6820 Slide Rd	Lubbock	79424-1506	806-798-1100
TX	OPR	Norris, Bradley R. (Brad)	11425 Quaker Ave	Lubbock	79424-7693	806-698-6711
TX	OPR	Norris, Bradley R. (Brad)	8225 University Ave	Lubbock	79423-3111	806-748-3997
TX	OPR	Odom, Timothy Scott (Tim)	312 University Ave	Lubbock	79415-3429	806-744-1564
TX	OPR	Odom, Timothy Scott (Tim)	5705 4th St	Lubbock	79416-4241	806-784-0281
TX	OPR	Henckel, Bradley James (Brad)	250 N John Redditt Dr	Lufkin	75904-2620	936-301-2442
TX	OPR	Walker, Julie Robertson (Julie)	4605 S Medford Dr	Lufkin	75901-5626	936-634-2237

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TX	OPR	Skipper, Kendrick Ryan (Kendrick)	6543 Fm 1488 Rd	Magnolia	77354-2420	281-356-1865
TX	OPR	Breedlove, Brad Alan (Brad)	1570 E Debbie Ln	Mansfield	76063-3342	817-717-2633
TX	OPR	Gonzales, Donald Lee (Don)	800 N Walnut Creek Dr	Mansfield	76063-1501	817-473-2723
TX	OPR	Gonzales, Donald Lee (Don)	3200 E Broad St	Mansfield	76063-5625	817-453-1056
TX	OPR	Williams, Benjamin Alan (Alan)	2105 N US Highway 281	Marble Falls	78654-4319	830-693-7777
TX	OPR	Snow, David Neil (David)	1400 East End Blvd. North	Marshall	75670	903-202-2222
TX	OPR	Hancock, Michael Page (Michael)	1804 S 10th St	Mcallen	78503-5402	
TX	OPR	Magdaleno, Luis Miguel (Luis)	2709 W Nolana Ave	Mcallen	78504-0029	
TX	OPR	Martinez, Jose Fidel (Rudy)	7340 N 10th St	Mcallen	78504-9581	956-992-9027
TX	OPR	Bridges, Matthew Neil (Matt)	6201 Eldorado Pkwy	Mckinney	75070-5625	972-369-0770
TX	OPR	Davis, Christy Dawn (Christy)	5001 W University Dr	Mckinney	75071	
TX	OPR	Durbin, Harry Gordon (Hank)	8700 State Highway 121	Mckinney	75070-3131	972-396-0100
TX	OPR	Westback, Donald Eugene (Don)	2011 W University Dr	Mckinney	75071-2903	972-569-8884
TX	OPR	Esquivel, Amanda Michelle (Amanda)	8007 E Expressway 83	Mercedes	78570-5053	956-903-4700
TX	OPR	Clark, Roger Lee (Roger)	1600 N Town East Blvd	Mesquite	75150-4106	972-686-0067
TX	OPR	Wallis, Samuel L. (Sam)	3054 Town East Mall	Mesquite	75150-4120	972-686-0091
TX	OPR	Fister, Ryan Joseph (Ryan)	4511 N Midkiff Rd Ste C19	Midland	79705-3238	432-695-6093
TX	OPR	Jones, Dianne E. (Dianne)	2014 Rankin Hwy	Midland	79701-1801	432-425-3319
TX	OPR	Shaffer, Jason Lynn (Jason)	25 Village Cir	Midland	79701-6344	432-687-1282
TX	OPR	Slatken, Andrew M. (Andy)	4508 W Loop 250 N	Midland	79707-3168	432-697-5880
TX	OPR	Solis, Alejandra (Alejandra)	5120 Andrews Hwy	Midland	79703-4523	432-699-3000
TX	OPR	Millender, John Paul (John)	2010 FM 663	Midlothian	76065-6509	972-775-5713
TX	OPR	Venecia, Teodoro Jr. (Ted)	2501 E Interstate Highway 2	Mission	78572-6697	956-682-0055
TX	OPR	Kubala, Milton Ted (Milton)	6124 Highway 6	Missouri City	77459-3802	281-261-7100
TX	OPR	Levine, Anthony Michael (Tony)	9130 Highway 6	Missouri City	77459-5144	832-632-8800
TX	OPR	Piotrowski, Joseph John III (Joseph)	20155 Eva St	Montgomery	77356-2007	936-597-6465
TX	OPR	Howard, Charles Martin (Chuck)	105 E 16th St	Mount Pleasant	75455-2203	903-202-0008
TX	OPR	Webber, Matthew Dane (Matt)	117 E Fm 544	Murphy	75094-4001	972-509-2700
TX	OPR	Parr, Ramsey W. (Ramsey)	2804 North St	Nacogdoches	75965-2814	936-462-8681
TX	OPR	Leal, Michael Anthony (Mike)	1031 S Walnut Ave	New Braunfels	78130-5973	830-620-1200
TX	OPR	Leedy, Hal Arthur (Hal)	1663 W State Highway 46	New Braunfels	78132-4737	830-626-0434
TX	OPR	Derelioglu, Zack (Zack)	11877 N Grand Pkwy E	New Caney	77357-1839	281-354-3356
TX	OPR	Beltran, Daniel Joe (Danny)	5131 Rufe Snow Dr	North Richland H	76180-6001	817-281-8336
TX	OPR	St. Romain, Theron Joseph (T.J.)	9130 N Tarrant Pkwy	North Richland H	76182-8676	817-485-7400
TX	OPR	Dunn, Russell Wayne (Rusty)	3805 E 42nd St	Odessa	79762-5947	432-550-7421
TX	OPR	Dye, Denton Lincoln (Denton)	4109 Faudree Rd	Odessa	79765-8511	432-215-9029
TX	OPR	Saxton, Nathaniel Aaron (Nate)	106 E University Blvd	Odessa	79762-7665	432-360-1020
TX	OPR	Ashby, Kyle Ross (Kyle)	3130 N 16th St	Orange	77630-2306	866-771-6961
TX	OPR	Emter, Riley Wayne (Riley)	1940 S Loop 256	Palestine	75801-5916	903-922-7168
TX	OPR	Gonzalez, Jose Isabel (Joe)	214 E Mile 3 Rd	Palmhurst	78573-5078	956-580-9991
TX	OPR	Hernandez, Moises Eli (Moises)	3420 Lamar Ave	Paris	75460-5046	903-224-3834
TX	OPR	Wilbanks, Luke Patrick (Luke)	3700 Spencer Hwy	Pasadena	77504-1114	832-384-8228
TX	OPR	Wilbanks, Luke Patrick (Luke)	5104 Fairmont Pkwy	Pasadena	77505-3728	281-998-2300
TX	OPR	Bullington, Bryan Lee (Bryan)	3621 Business Center Dr	Pearland	77584-4165	713-436-0544
TX	OPR	Bullington, Bryan Lee (Bryan)	10105 Broadway St	Pearland	77584-8416	713-436-6700
TX	OPR	Bullington, Bryan Lee (Bryan)	11629 Shadow Creek Pkwy	Pearland	77584-7262	713-340-1190
TX	OPR	Deyo, Jason Alan (Jason)	2660 Pearland Pkwy	Pearland	77581-5350	281-412-4977
TX	OPR	Smith, Jason Bradley (Jake)	1512 Broadway St	Pearland	77581-5802	281-992-9600
TX	OPR	Gonzalez, Jose Isabel (Joe)	2001 US HWY 83	Penitas	78576	956-391-2570
TX	OPR	LeCroy, Zachary Gray (Zack)	18617 Limestone Commercial Dr	Pflugerville	78660-4505	512-251-4422
TX	OPR	Hancock, Michael Page (Michael)	2023 W Interstate 2	Pharr	78577-0056	956-283-1020
TX	OPR	Bulmann, Kevin John (Kevin)	7000 W Spring Creek Pkwy	Plano	75024-3528	972-937-9099
TX	OPR	Ding, Joshua (Josh)	6408 W Plano Pkwy	Plano	75093-8206	972-781-1787
TX	OPR	Eager, Scott A. (Scott)	1909 Preston Rd	Plano	75093-5102	972-250-0420

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TX	OPR	Jernigan, Jimmy Edward (Jimmy)	300 W Plano Pkwy	Plano	75075-8926	972-578-9477
TX	OPR	Maroney, John Mark (John)	6240 Coit Rd	Plano	75023-3812	972-769-8147
TX	OPR	Schumacher, Jason Roy (Jay)	8501 Preston Road	Plano	75024	
TX	OPR	Tschirhart, Michael Allen (Mike)	8701 Memorial Blvd	Port Arthur	77640-1554	409-722-4536
TX	OPR	Baltazar, Claudia Yvonne (Claudia)	1125 US Highway 181	Portland	78374-1707	361-333-5311
TX	OPR	Williams, Robert Aaron (Aaron)	4420 W University Dr	Prosper	75078-8136	972-433-1012
TX	OPR	Wright, Christopher Lee (Chris)	1091 S Preston Rd	Prosper	75078-9294	972-433-1202
TX	OPR	Trojacek, Jeremy Blain (Jeremy)	200 Sharaf Avenue	Red Oak	75154	972-576-4804
TX	OPR	Hassler, Philip Wayne (Philip)	1400 E Renner Rd	Richardson	75082-2100	972-665-7064
TX	OPR	Nelson, Carl E. (Carl)	603 S Plano Rd	Richardson	75081-4512	972-480-0090
TX	OPR	Vann, Aaron Thomas (Aaron)	106 W Campbell Rd	Richardson	75080-3510	972-479-8930
TX	OPR	Parker, Larry Clifford (Cliff)	5644 W Grand Pkwy S	Richmond	77406-5880	281-238-7777
TX	OPR	Parker, Larry Clifford (Cliff)	19245 W Bellfort St	Richmond	77407	281-980-0007
TX	OPR	Alcocer, David Enrique (David)	4505 E US Hwy 83	Rio Grande City	78582	956-848-8002
TX	OPR	Lamb, Sandra Denise (Sandy)	1300 N Highway 377	Roanoke	76262-9115	817-491-2955
TX	OPR	Moseley, Timothy Paul (Tim)	1979 N Goliad	Rockwall	75087	972-722-7010
TX	OPR	Moseley, Timothy Paul (Tim)	2835 Ridge Rd	Rockwall	75032-5528	972-772-4443
TX	OPR	Graves, Quartus Paul III (Quart)	24734 Southwest Fwy	Rosenberg	77471-5972	832-595-6800
TX	OPR	Johnson, Jared Allen (Jared)	2350 E Palm Valley Blvd	Round Rock	78665-2345	512-660-1018
TX	OPR	Johnson, Jared Allen (Jared)	305 University Blvd	Round Rock	78665-1045	512-244-4922
TX	OPR	Johnson, Kathleen Elizabeth (Kathleen)	110 Louis Henna Blvd	Round Rock	78664-7300	512-218-4884
TX	OPR	Encinia, Rebecca Barrera (Becky)	8500 Lakeview Pkwy	Rowlett	75088-9304	972-373-1288
TX	OPR	Encinia, Rebecca Barrera (Becky)	2617 Lakeview Pkwy	Rowlett	75088-3352	972-412-1804
TX	OPR	Hancock, Jordan Allen (Jordan)	4001 Sunset Dr	San Angelo	76904-5657	325-944-8357
TX	OPR	Watkins, Robert Wade (Rob)	1609 Knickerbocker Rd	San Angelo	76904-5519	325-227-4055
TX	OPR	Watkins, Robert Wade (Rob)	3720 S FM 2288	San Angelo	76901-5244	325-944-9367
TX	OPR	Akin, Daniel Ray (Dan)	27 NE Loop 410	San Antonio	78216-5896	210-524-9084
TX	OPR	Carpenter, Floyd Leslie (Floyd)	2660 Sw Military Dr	San Antonio	78224-1028	210-921-3190
TX	OPR	Carpenter, Michael Leslie (Michael)	2310 SW Military Dr Ste 108	San Antonio	78224-1409	210-927-1680
TX	OPR	Cunningham, Joshua Ryan (Joshua)	24503 W Interstate 10	San Antonio	78257-1537	210-698-7066
TX	OPR	Fiala, Jordan Andrew (Jordan)	14521 Potranco Rd	San Antonio	78245-7186	210-939-6455
TX	OPR	Garrison, Brian Scott (Brian)	18310 Blanco Rd	San Antonio	78258-4005	210-495-6488
TX	OPR	Garza, Juan de Dios (Juan)	18120 San Pedro Ave	San Antonio	78232-1421	210-495-7453
TX	OPR	Garza, Juan de Dios (Juan)	1555 North FM 1604 East	San Antonio	78232	210-495-7453
TX	OPR	Gonzalez, Cynthia Rodriguez (Cindy)	18203 W Interstate 10	San Antonio	78257-9538	210-698-8200
TX	OPR	Gonzalez, Richard (Richard)	11558 Bandera Rd	San Antonio	78250-6807	210-523-1872
TX	OPR	Helwig, Chad Walker (Chad)	5189 De Zavala Rd	San Antonio	78249-2026	210-699-6100
TX	OPR	Losoya, Diana Lynn (Diana)	15900 La Cantera Pkwy Ste 12000	San Antonio	78256-2449	210-696-0700
TX	OPR	Mills, Michael Ryan (Mike)	7010 Fm 78	San Antonio	78244-1758	210-310-2244
TX	OPR	Patterson, Gregory Fritz (Greg)	10203 W Military Dr	San Antonio	78251	210-810-4092
TX	OPR	Patterson, Gregory Fritz (Greg)	5615 W Loop 1604 N	San Antonio	78253-7306	210-647-3090
TX	OPR	Patterson, Gregory Fritz (Greg)	10634 Potranco Rd	San Antonio	78251-3345	210-520-5575
TX	OPR	Perez, Miguel Angel (Mike)	7400 San Pedro Ave Ste 10	San Antonio	78216-8329	210-342-1196
TX	OPR	Pfluke, Richard Wynn (Rick)	6565 Ingram Rd	San Antonio	78238-3945	210-767-9193
TX	OPR	Pfluke, Richard Wynn (Rick)	6301 Nw Loop 410 Ste Vc9	San Antonio	78238-3801	210-684-6521
TX	OPR	Ramirez-Bustamante, Adriana P. (Adriana)	5552 NW Loop 410	San Antonio	78238-1823	210-888-0419
TX	OPR	Ramirez-Bustamante, Adriana P. (Adriana)	5803 Babcock Rd	San Antonio	78240-2135	210-694-4553
TX	OPR	Resendez, Ana Julia (Anajulia)	6909 N Loop 1604 E Ste 2072	San Antonio	78247-5308	210-651-6637
TX	OPR	Roberts, Ryan Thomas (Ryan)	10503 NW Military Hwy	San Antonio	78231-1999	210-479-5000
TX	OPR	Spice, Donald Henry (Don)	3214 SE Military Dr	San Antonio	78223-3890	210-337-9333
TX	OPR	Spice, Donald Henry (Don)	4110 S New Braunfels Ave	San Antonio	78223-1718	210-531-2919
TX	OPR	Stover, Benjamin Joseph (Ben)	20831 U S 281	San Antonio	78258	210-402-7307
TX	OPR	Walker, Anthony Quinn (Anthony)	1350 Austin Hwy	San Antonio	78209-4330	210-824-6400
TX	OPR	Wasserman, Mark Robert (Mark)	4715 Medical Dr	San Antonio	78229-4449	210-615-5293

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TX	OPR	Williams, James Dominic (Jamie)	106 E Houston St	San Antonio	78205-2223	210-319-4009
TX	OPR	Williamson, Robert Allen (Bob)	2203 SE Loop 410	San Antonio	78220-4945	210-460-4690
TX	OPR	Young, Shelly S. (Shelly)	8221 Marbach Rd	San Antonio	78227-1652	210-673-2777
TX	OPR	Sprencel, Jon Robert (Jon)	1433 N Interstate 35	San Marcos	78666-7219	512-392-0181
TX	OPR	Sprencel, Jon Robert (Jon)	2213 S Interstate 35	San Marcos	78666-5918	512-392-5771
TX	OPR	Haile, Tyler Reese (Tyler)	6038 FM 3009	Schertz	78154-3236	210-540-3517
TX	OPR	Edwards, Janell B. (Janell)	8371 Agora Pkwy	Selma	78154-1316	210-945-2000
TX	OPR	Medders, James Robert (Rob)	3500 N US Highway 75	Sherman	75090-2563	903-870-2000
TX	OPR	St. Romain, Theron Joseph (T.J.)	2301 E Southlake Blvd	Southlake	76092-6603	817-481-7152
TX	OPR	Farris, James Bret (Bret)	3195 Riley Fuzzel Rd	Spring	77386-2810	281-864-1001
TX	OPR	Ludwig, Michael Martin (Mike)	8510 Spring Cypress Rd	Spring	77379-3131	281-251-0996
TX	OPR	Ludwig, Michael Martin (Mike)	5905 FM 2920 Rd	Spring	77388-3016	281-353-4600
TX	OPR	Magdaleno, Miguel (Mike)	2102 Spring Stuebner Rd	Spring	77389-4813	281-353-7500
TX	OPR	Magdaleno, Miguel (Mike)	20608 Interstate 45	Spring	77373-2925	281-353-4336
TX	OPR	Alvarado, Jean Paul (Jean-Paul)	12161 Southwest Fwy	Stafford	77477-2303	281-564-0062
TX	OPR	Bennett, Lance Douglas (Lance)	2798 W Washington St	Stephenville	76401-3702	254-431-3336
TX	OPR	Graves, Quartus Paul III (Quart)	20010 Southwest Fwy	Sugar Land	77479-6310	281-342-7800
TX	OPR	Kubala, Brent Ted (Brent)	2323 Highway 6	Sugar Land	77478-4109	281-494-3800
TX	OPR	Kubala, Brent Ted (Brent)	16535 Southwest Fwy	Sugar Land	77479-2321	281-494-2500
TX	OPR	Bullington, Bryson Key (Bryson)	130 Shannon Rd E	Sulphur Springs	75482-4823	903-438-1354
TX	OPR	Clark, Roger Lee (Roger)	176 South Collins Road	Sunnyvale	75182	972-863-9888
TX	OPR	Joy, Harold Stephen (Steve)	3303 S 31st St	Temple	76502-1927	254-778-1889
TX	OPR	Joy, Harold Stephen (Steve)	114 N 31st St	Temple	76504-2422	254-771-2020
TX	OPR	Johnson, Steven Lee Jr. (Lee)	1300 FM 148	Terrell	75160-9359	469-250-6600
TX	OPR	Cress, Jonathan David (Jonathan)	2400 Richmond Rd	Texarkana	75503-2466	903-832-3180
TX	OPR	Flowers, Justin Joseph (Justin)	2601 Richmond Rd	Texarkana	75503-2326	903-223-0560
TX	OPR	Brailsford, Renwick Kolby (Kolby)	3440 Palmer Hwy	Texas City	77590-6512	409-943-4244
TX	OPR	Leonhardi, Warren Michael (Warren)	3705 Main St	The Colony	75056-2808	972-370-2760
TX	OPR	Murray, Edward I. (Ed)	1660 Lake Woodlands Dr	The Woodlands	77380-3261	281-364-0475
TX	OPR	Murray, Edward I. (Ed)	720 Sawdust Rd	The Woodlands	77380-2146	281-363-1400
TX	OPR	Murray, Edward I. (Ed)	1201 Lake Woodlands Dr Ste 2146	The Woodlands	77380-5003	281-364-0588
TX	OPR	Skipper, Kendrick Ryan (Kendrick)	8020 Research Forest Dr	The Woodlands	77382-1501	281-367-0954
TX	OPR	Horsley, Scott Matthew (Matthew)	14314 FM 2920 Rd	Tomball	77377-5504	281-516-7373
TX	OPR	Powell, Adam Ryan (Adam)	25630 Kuykendahl Rd	Tomball	77375-2634	281-516-9500
TX	OPR	Sienko, Eric Bryan (Eric)	20010 Cypress Rosehill Rd	Tomball	77377	832-900-2183
TX	OPR	Eason, Lance Brinson (Ikey)	3830 Troup Hwy	Tyler	75703-1726	903-561-2324
TX	OPR	Johnson, Joshua Lloyd (Joshua)	13816 Highway 69 N	Tyler	75706	903-266-0606
TX	OPR	Johnston, Jeffrey Wayne (Jeff)	5716 S Broadway Ave	Tyler	75703-4349	903-534-4692
TX	OPR	Williams, Joseph Kelly (Joseph)	4601 S Broadway Ave	Tyler	75703-1307	903-561-4273
TX	OPR	Murphy, James David (David)	714 E Rio Grande St	Victoria	77901-6037	361-575-5071
TX	OPR	Murphy, James David (David)	6104 N Navarro St	Victoria	77904-1767	361-576-5072
TX	OPR	Murphy, James David (David)	7800 Hallettsville Highway #155	Victoria	77901	361-576-5070
TX	OPR	Roye, Jason Heath (Jake)	6001 W Waco Dr Ste 102	Waco	76710-6301	254-776-6739
TX	OPR	Roye, Jason Heath (Jake)	4310 Franklin Ave	Waco	76710-6906	254-776-5668
TX	OPR	Sykora, David Landon (David)	901 S 7th St	Waco	76706-1131	254-218-3455
TX	OPR	Andreani, Fulvio Serafino (Fulvio)	8016 Denton Hwy	Watauga	76148-2464	817-498-6886
TX	OPR	Browne, Philip Drake (Philip)	3348 S. Interstate Highway 35 E	Waxahachie	75165	
TX	OPR	Browne, Philip Drake (Philip)	996 W Highway 287 Byp	Waxahachie	75165-5166	972-937-1504
TX	OPR	Smith, Philip Marcus (Philip)	2606 S. Main St.	Weatherford	76087	
TX	OPR	Gibson, Charles Allen (Charles)	18323 Gulf Fwy	Webster	77598-3868	281-488-1112
TX	OPR	Marbar-Ruiz, Maria Antonieta (Toni)	1200 N Westgate Dr	Weslaco	78596-4656	956-968-8899
TX	OPR	Taylor, William Ryan (Ryan)	701 S Capital Of Texas Hwy Ste L400	West Lake Hills	78746-4805	512-329-9171
TX	OPR	Hillerbrand, Johannes Kristopher (Johannes)	6650 Westworth Blvd	Westworth Villa	76114-4011	817-735-8225
TX	OPR	Miller, Kenneth David II (Ken)	9105 Clifford Street	White Settlemen	76108	817-246-2420

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	Leach, Mary Beth (Mary Beth)	4101 Southwest Pkwy	Wichita Falls	76308-4301	940-689-8000
TX	OPR	Leach, Mary Beth (Mary Beth)	3704 Call Field Rd	Wichita Falls	76308-2724	940-691-5000
TX	OPR	Kober, Edward Manuel (Eddie)	12310 Old Montgomery Rd	Willis	77318-5649	936-228-7503
TX	OPR	Webber, Matthew Dane (Matt)	400 S Highway 78	Wylie	75098-3945	972-442-8035
UT	OPR	Pyne, Dustin Adams (Dusty)	183 N West State Rd	American Fork	84003-1693	801-763-2697
UT	OPR	Smith, Kelli Kristina (Kelli)	540 N 800 W	Centerville	84014-2006	801-292-0420
UT	OPR	Apolonio, Troy F. (Troy)	357 E 12300 S	Draper	84020-9504	801-495-2004
UT	OPR	Poor, Seth Michael (Seth)	440 N Station Pkwy	Farmington	84025-2977	801-451-7021
UT	OPR	Rasmussen, Tyler R. (Tyler)	651 W Antelope Dr	Layton	84041-1628	801-776-8646
UT	TMP	McCoy, James	1201 N Hill Field Rd	Layton	84041-5137	801-546-4812
UT	OPR	Pyne, Dustin Adams (Dusty)	3470 N Digital Dr	Lehi	84043-6690	801-341-0269
UT	OPR	Goettsche, Cory Julius (Cory)	1323 N Main St	Logan	84341-2221	435-755-8300
UT	OPR	Parsons, Kenneth Eugene (Gene)	1088 E Fort Union Blvd	Midvale	84047-1802	801-562-5900
UT	OPR	Allman, Andrew West (Andrew)	6191 S State St Ste 348	Murray	84107-7266	801-281-0673
UT	OPR	Allman, Andrew West (Andrew)	5175 S State St	Murray	84107-4826	801-262-0681
UT	OPR	Norman, Barton Jay (Bart)	1120 Washington Blvd	Ogden	84404-4951	801-394-1992
UT	OPR	MacDonald, Jason Alan (Jason)	121 N State St	Orem	84057-5509	801-221-9994
UT	TMP	Matthews, Kory	575 E University Pkwy Ste M208	Orem	84097-7477	801-224-0958
UT	OPR	Crook, Terrill Lee (Terry)	484 W Cougar Blvd	Provo	84604-3320	801-374-2697
UT	OPR	Dennis, Ryan Edward (Ryan)	4067 Riverdale Rd	Riverdale	84405-1517	801-394-0661
UT	OPR	Freeman, Nathan Wells (Nathan)	4627 W Partridge Hill Ln	Riverton	84096-1857	801-509-7680
UT	OPR	Macdonald, Deven M. (Deven)	1333 S. Auto Mall Drive, Bldg 200	Saint George	84770	435-922-0777
UT	OPR	Macdonald, Deven M. (Deven)	15 S River Rd Ste 500	Saint George	84790-2167	435-656-4655
UT	OPR	Champeau, Eric Brady (Eric)	1206 E 2100 S	Salt Lake City	84106-2825	801-486-0609
UT	OPR	Groom, Harrison Lewis (Harrison)	28 S State St # FC-101	Salt Lake City	84111-1551	385-259-7121
UT	OPR	Reynolds, Nicholas W. (Nick)	301 W South Temple	Salt Lake City	84101-1216	
UT	OPR	Apolonio, Troy F. (Troy)	10090 S State St	Sandy	84070-4120	801-563-9716
UT	OPR	Clayton, Benjamin Brigham (Ben)	931 N Redwood Rd	Saratoga Springs	84045-5154	801-508-2258
UT	OPR	Reynolds, Nicholas W. (Nick)	11494 S District Dr	South Jordan	84095-5646	801-727-2697
UT	OPR	Rasband, Scott Wayne (Scott)	825 E Highway 6	Spanish Fork	84660-1341	801-798-8129
UT	OPR	Griffith, Matthew (Matt)	5580 S Redwood Rd	Taylorsville	84123-5321	801-969-6006
UT	OPR	Dinsdale, Robert Stephen (Rob)	7676 S Campus View Dr	West Jordan	84084-5630	385-377-7882
UT	OPR	Howard, Paul L. (Paul)	3246 S 5600 W	West Valley City	84120-1316	801-968-8267
VA	OPR	Brommer, Eric Gordon (Eric)	7130 Little River Tpke	Annandale	22003-3101	703-750-5471
VA	OPR	Brock-Lelyo, Erica Rae (Erica)	671 N Glebe Rd Ste 1270	Arlington	22203-2120	571-992-0025
VA	OPR	Demetriades, George Gus Jr. (George)	710 12th St S	Arlington	22202-4289	703-416-6713
VA	OPR	Demetriades, George Gus Jr. (George)	2200 Crystal Dr Ste G	Arlington	22202-3730	703-415-7815
VA	OPR	Digges, Edward William III (Bill)	44835 Lakeview Overlook Plz	Ashburn	20147-5907	703-723-6172
VA	OPR	Summers, Brian DeLacy (Brian)	43520 Yukon Dr	Ashburn	20147-6992	571-918-4286
VA	OPR	Rice, Charles Howe (Howe)	815 England St	Ashland	23005-2232	804-798-9008
VA	OPR	Pollard, David Andrew (Dave)	3483 Lee Hwy	Bristol	24202-5542	276-466-5811
VA	OPR	Fulgencio, Nicanor Alano Jr. (Nick)	5815 Burke Centre Pkwy	Burke	22015-2237	703-250-7000
VA	OPR	Athanasakis, Michael Christopher (Mike)	3454 Historic Sully Way	Chantilly	20151-3046	703-595-2930
VA	OPR	Kim, Peter Sung-Hyuk (Peter)	4201 Chantilly Shopping Center	Chantilly	20151	703-631-2253
VA	OPR	Kim, Peter Sung-Hyuk (Peter)	13962 Lee Jackson Memorial Hwy	Chantilly	20151-3202	703-378-2253
VA	OPR	Owen, Walter O. (Walter)	350 Woodbrook Dr	Charlottesville	22901-1164	434-872-0187
VA	OPR	Ritter, Bryan Michael (Bryan)	1626 Richmond Rd	Charlottesville	22911-3507	434-245-5254
VA	OPR	Ritter, Bryan Michael (Bryan)	1000 Emmet St N	Charlottesville	22903-4816	
VA	OPR	Berry, Wesley Scott (Scott)	600 Grassfield Pkwy	Chesapeake	23323	
VA	OPR	Cichorz, John Mark (Mark)	1516 Sams Cir	Chesapeake	23320-4693	757-547-4503
VA	OPR	Davis, William Holladay (Bill)	1428 Greenbrier Pkwy	Chesapeake	23320-2831	
VA	OPR	Hess, Sean Roy (Sean)	4204 Portsmouth Blvd	Chesapeake	23321-2129	757-465-8138
VA	OPR	Ward, William George Derrick (Derrick)	205 Carmichael Way	Chesapeake	23322-2182	757-421-3586
VA	TMP	Burnette, Lauren Alexandra	1516 Sams Cir	Chesapeake	23320-4693	757-547-4503

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VA	OPR	Branch, Jason Derrick (Jason)	2900 W Hundred Rd	Chester	23831-2126	804-706-6238
VA	OPR	Mercer, Robert Todd (Todd)	14101 Hull Street Rd	Chesterfield	23832-2780	804-639-0146
VA	OPR	Kuchan, Eric Robert (Eric)	2580 N Franklin St	Christiansburg	24073-1000	540-394-4488
VA	OPR	Anderson, Stacie Safritt (Stacie)	661 Southpark Blvd	Colonial Heights	23834-3617	804-524-4944
VA	OPR	Riddle, Jason Edward (Jason)	384 Southpark Cir Spc B-10	Colonial Heights	23834	804-520-4785
VA	OPR	Combs, Frederick Lee (Rick)	15275 Creativity Dr	Culpeper	22701-2504	540-825-4447
VA	OPR	Brady, Thomas Colin (Colin)	3535 Riverside Dr	Danville	24541-4633	434-799-1980
VA	OPR	Brady, Thomas Colin (Colin)	325 Piedmont Dr	Danville	24540-4028	434-791-3166
VA	OPR	Yang, Natalie Kia (Natalie)	3330 Pine Bluff Drive	Dumfries	22026-6847	703-291-8965
VA	OPR	Yang, Natalie Kia (Natalie)	3880 Fettler Park Dr	Dumfries	22025-1995	703-221-8428
VA	OPR	Natolly, John Francis III (John)	9509 Fairfax Blvd	Fairfax	22031-4740	703-934-2150
VA	OPR	Smith, William Justin Bradley (Justin)	4516 Fair Knoll Dr	Fairfax	22033-3866	703-222-1096
VA	OPR	Clemans, Andrew Jason (A.J.)	6108c Arlington Blvd	Falls Church	22044-2901	703-533-0288
VA	OPR	Abbott, Timothy Paul (Tim)	1094 International Pkwy	Fredericksburg	22406-1155	540-752-0061
VA	OPR	Fleming, Todd Ayers (Todd)	1698 Carl D Silver Pkwy	Fredericksburg	22401-4924	540-786-7979
VA	OPR	Gaita, Joshua Dallas (Josh)	4220 Plank Rd	Fredericksburg	22407-4806	540-786-1131
VA	OPR	Jany, Paul Frank Jr. (Paul)	9900 Southpoint Pkwy	Fredericksburg	22407-2702	540-834-4199
VA	OPR	Jany, Paul Frank Jr. (Paul)	10419 Patriot Hwy	Fredericksburg	22408-2608	
VA	OPR	Sullivan, James Willard IV (James)	8020 Spotsylvania Mall	Fredericksburg	22407	540-786-6448
VA	OPR	Ward, Jason Matthew (Jason)	5015 Wellington Rd	Gainesville	20155-4052	703-753-8944
VA	OPR	Rice, Charles Howe (Howe)	10176 Brook Rd	Glen Allen	23059-6507	804-627-0497
VA	OPR	Gordon, John French III (John)	6780 Waltons Ln	Gloucester	23061-6121	804-693-4585
VA	OPR	Perry, James Oliver (James)	110 Market Place Dr	Hampton	23666-3118	757-825-2224
VA	OPR	Perry, James Oliver (James)	5018 Mercury Blvd	Hampton	23605-1402	
VA	OPR	Witten, Norman F. Jr. (Red)	2140 Coliseum Dr	Hampton	23666-5960	757-826-1277
VA	OPR	Bellamy, Ashley Hall (Ashley)	1691 E Market St	Harrisonburg	22801-5117	540-574-2232
VA	OPR	Ward, Jason Matthew (Jason)	15180 Washington St	Haymarket	20169-2949	571-222-7562
VA	OPR	Volk, Nolan Ross (Nolan)	16423 Commerce Drive	King George	22485	540-908-2011
VA	OPR	Barnett, Andrea Lynn (Andrea)	5808 Kingstowne Ctr	Kingstowne	22315-5704	
VA	OPR	Dollar, Braden George (Braden)	19313 Front Street	Leesburg	20176	571-440-2232
VA	OPR	O'Dell, Danielle Lee (Danielle)	1002 Edwards Ferry Rd NE	Leesburg	20176-3346	703-777-1200
VA	OPR	O'Dell, Danielle Lee (Danielle)	304 Kellys Ford Plaza SE	Leesburg	20175	703-719-8101
VA	OPR	Bruner, Stephen Luke (Stephen)	25 Hotel Drive	Lexington	24450	
VA	OPR	Hall, Lee Edmund (Lee)	4003 Wards Rd	Lynchburg	24502-2943	434-239-2557
VA	OPR	Hall, Lee Edmund (Lee)	3405 Candlers Mountain Rd Ste Fc6	Lynchburg	24502-2218	434-237-5231
VA	OPR	Hall, Lee Edmund (Lee)	2305 Wards Rd	Lynchburg	24502-2101	
VA	OPR	Marshall, Frank Dwayne (Dwayne)	21123 Timberlake Rd	Lynchburg	24502	
VA	OPR	Lovitt, Michael Houston (Mike)	9939 Sowder Village Sq	Manassas	20109-5469	703-365-9292
VA	OPR	Smith, Jeremy Allyn (Jeremy)	10677 Sudley Manor Dr	Manassas	20109-2844	703-330-7723
VA	OPR	Snyder, George Lawrence (George)	9506 Liberia Ave	Manassas	20110-1719	703-331-1888
VA	OPR	Wulff, Daniel Raymond (Danny)	400 Liberty St	Martinsville	24112-1829	276-632-2448
VA	OPR	Baldwin, Mark Stephen (Mark)	7285 Battle Hill Dr	Mechanicsville	23111-3546	804-730-2638
VA	OPR	Baldwin, Mark Stephen (Mark)	9080 Times Dispatch Blvd	Mechanicsville	23116-2019	804-938-7425
VA	OPR	DeVriendt, Erik Leslie (Erik)	132 Schofield Dr	Midlothian	23113-7336	804-378-4232
VA	OPR	Ryan, Kathryn Ann (Katie)	12301 Chattanooga Plz	Midlothian	23112-4867	804-744-9092
VA	OPR	Hall, Corey Tyler (Corey)	12300 Jefferson Ave Spc 740-F1	Newport News	23602-6900	757-750-1111
VA	OPR	Hobert, Christopher G. (Chris)	12128 Jefferson Ave	Newport News	23602-6908	757-882-8844
VA	OPR	McClure, Sean David (Sean)	12423 Warwick Blvd	Newport News	23606-3006	757-595-0316
VA	OPR	Barnes, Jason Wyatt (Jason)	1501 Premium Outlets Blvd	Norfolk	23502-5526	
VA	OPR	Easmeil, Mahmood Ali (Mike)	1600 Monticello Ave	Norfolk	23510-2620	757-446-8006
VA	OPR	Ortiz, Juan Manuel Jr. (Juan)	1205 N Military Hwy	Norfolk	23502-2228	757-461-9467
VA	OPR	Singh, Bir Mohan (Bir)	11500 Midlothian Tpke Ste 478	North Chesterfie	23235-4791	804-794-4355
VA	OPR	Umberger, Jason Carter (Jason)	1590 Koger Center Blvd	North Chesterfie	23235-4721	804-594-3930
VA	OPR	Taylor, William Marshal Jon (Will)	901 Frederick Blvd	Portsmouth	23707-4107	757-673-4414

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

VA	OPR	Hawryschuk, Jennifer Suzanne (Jennifer)	165 Purcellville Gateway Dr	Purcellville	20132-3490	540-338-0833
VA	OPR	Everett, John Lawrence (Larry)	1494 Northpoint Village Ctr	Reston	20194-1190	703-481-1725
VA	OPR	Kim, David Sung-Soo (David)	12160 Sunset Hills Rd	Reston	20190-5840	571-203-1234
VA	OPR	Fletcher, Bryan Timothy (Bryan)	1529 N Parham Rd	Richmond	23229-4604	804-282-4285
VA	OPR	Fox, Tricia Christine (Tricia)	7125 Forest Hill Ave	Richmond	23225-1501	804-272-5050
VA	OPR	Jordan, Cole Richard (Cole)	9100 W Broad St	Richmond	23294-5805	804-273-0435
VA	OPR	Kell, William Blake (Blake)	1601 Willow Lawn Dr	Richmond	23230-3427	804-282-9674
VA	OPR	Kell, William Blake (Blake)	4920 W Broad St	Richmond	23230-3115	804-662-5662
VA	OPR	Preservati, Robert Ryan (Rob)	3380 Pump Rd	Richmond	23233-1130	804-364-0200
VA	OPR	Preservati, Robert Ryan (Rob)	12586 Broad Street Rd	Richmond	23238	
VA	OPR	Riad, John Benyameen (John)	11800 W Broad St Ste 1008	Richmond	23233-7914	804-307-2742
VA	OPR	Williams, Gregory Wesley (Greg)	4443 S Laburnum Ave	Richmond	23231-2419	804-236-4601
VA	OPR	Childress, Bobby Ray Jr. (Bob)	4110 Southern Hills Dr Sw	Roanoke	24014-5221	540-989-2084
VA	OPR	Childress, Bobby Ray Jr. (Bob)	4805 Valley View Blvd NW	Roanoke	24012-2018	540-362-1160
VA	OPR	Childress, Bobby Ray Jr. (Bob)	4802 Valley View Blvd NW	Roanoke	24012-2001	540-362-9064
VA	OPR	Duffessy, Robert John (Bob)	3814 Challenger Ave	Roanoke	24012-6730	540-685-4255
VA	OPR	Miles, Shaine Michael (Shaine)	1353 W Main St	Salem	24153-4707	540-387-2095
VA	OPR	Vinci, James Kyle (Kyle)	43310 Defender Dr	South Riding	20152-5325	703-722-8824
VA	OPR	Barnett, Andrea Lynn (Andrea)	6681a Backlick Rd	Springfield	22150-2702	703-644-0155
VA	OPR	Daniel, Larry Terrell (Terrell)	30 Wyche Road	Stafford	22554	540-505-0616
VA	OPR	Hubley, Jeffrey Daniel (Jeff)	25 Dunn Dr	Stafford	22556-1558	540-657-7930
VA	OPR	Hawkins, James Crawford IV (Jay)	101 George Cochran Pkwy	Staunton	24401-9172	
VA	OPR	Digges, Edward William III (Bill)	45440 Dulles Crossing Plz	Sterling	20166-8920	703-444-0300
VA	OPR	Smith, Jordan-Daniel Phillip (Jordan)	46920 Community Plz	Sterling	20164-1800	703-444-1901
VA	OPR	Summers, Brian DeLacy (Brian)	22015 Dulles Retail Plz	Sterling	20166-2508	571-325-2669
VA	OPR	Curran, Daniel Joseph (Dan)	6212 College Dr	Suffolk	23435-3651	757-686-4633
VA	OPR	Digby-Dalton, Nicole Maureen (Nicki)	1018 N Main St	Suffolk	23434-4317	757-538-0941
VA	OPR	Adako, Deji Noma (Deji)	8461 Leesburg Pike Ste B	Vienna	22182-2404	703-847-1514
VA	OPR	Davis, Najee Hakeem (Najee)	538 Maple Ave W	Vienna	22180-4225	571-363-3944
VA	OPR	Barnes, Jason Wyatt (Jason)	1097 Independence Blvd	Virginia Beach	23455-5523	757-318-7641
VA	OPR	Burnette, Brian Gregory (Brian)	877 Lynnhaven Pkwy	Virginia Beach	23452-7203	757-468-1003
VA	OPR	Burnette, Brian Gregory (Brian)	2013 Lynnhaven Pkwy	Virginia Beach	23456-1410	757-471-4495
VA	OPR	Cheney, Natalie Marie (Natalie)	749 First Colonial Rd	Virginia Beach	23451-6123	757-437-8928
VA	OPR	Clark, Melody Marie (Melody)	701 Lynnhaven Pkwy	Virginia Beach	23452-7299	757-340-1171
VA	OPR	Davis, William Holladay (Bill)	5409 Indian River Rd	Virginia Beach	23464-5322	757-578-4800
VA	OPR	Jones, Gerrard (Gerrard)	1524 General Booth Blvd	Virginia Beach	23454-5103	757-426-6639
VA	OPR	Mitchell, Mark P. (Mark)	4752 Virginia Beach Blvd	Virginia Beach	23462-3104	
VA	OPR	Brock, Paul Francis (Paul)	256 W Lee Hwy	Warrenton	20186-2501	540-347-9791
VA	OPR	Hawkins, James Crawford IV (Jay)	710 Shenandoah Village Dr	Waynesboro	22980-9314	540-932-9209
VA	OPR	Holland, John Wrenn (Wrenn)	6732 Mooretown Rd	Williamsburg	23188-2164	757-253-6464
VA	OPR	Peto, Scott Eric (Scott)	4610 Monticello Ave	Williamsburg	23188-8200	757-564-6801
VA	OPR	Guffee, Charles D. (Chuck)	112 Market St	Winchester	22603-4770	540-535-2120
VA	OPR	Guffee, Charles D. (Chuck)	2230 S Pleasant Valley Rd	Winchester	22601-7004	540-678-4096
VA	TMP	Argueta, Melissa (Melissa)	1850 Apple Blossom Dr	Winchester	22601-5187	540-665-0783
VA	OPR	Hevia, Luis (Luis)	2425 Prince William Pkwy	Woodbridge	22192-4147	703-783-3113
VA	OPR	Hevia, Luis (Luis)	4101 Old Bridge Rd	Woodbridge	22192-7668	703-997-4040
VA	OPR	Burnette, Joshua David (Josh)	5003a Victory Blvd	Yorktown	23693-5601	757-988-8847
WA	OPR	Escoffery-Artis, Valerie Alexandria (Valerie)	785 116th Ave NE	Bellevue	98004-5280	425-454-1758
WA	OPR	Maxwell, Kayla Ashley (Kayla)	20402 98th St E	Bonney Lake	98391-8273	253-479-0500
WA	OPR	Isenhower, Matthew Alan (Matt)	1220 228th St SE	Bothell	98021-7489	425-402-0201
WA	OPR	Schuh, Marc Christopher (Marc)	17440 SE 272nd St	Covington	98042-4949	206-701-1573
WA	OPR	Ediger, Brandon Mark (Brandon)	1124 SE Everett Mall Way	Everett	98208-2803	425-374-4969
WA	OPR	Powell, Ryan David (Ryan)	32025 Pacific Hwy S	Federal Way	98003-6001	206-429-2093
WA	OPR	Schneller, Lynnae Margaret (Lynnae)	6602 19th St W	Fircrest	98466-6131	253-238-2310

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WA	OPR	Schiefer, Derek Samuel (Derek)	12026 NE 124th St	Kirkland	98034-8280	425-803-0222
WA	OPR	Mears, Justin Turner (Justin)	8302 Quinault Dr NE	Lacey	98516-5831	360-481-2306
WA	OPR	Davies, Jason Lee (Jason)	5429 100th St SW	Lakewood	98499-3818	253-582-2696
WA	OPR	Ober, Josiah Keith (Josiah)	19615 Highway 99	Lynnwood	98036-6056	425-321-5566
WA	OPR	Rosser, Paul McDaniel (Paul)	3026 196th St SW	Lynnwood	98036-6926	425-673-7132
WA	OPR	Clingen, John H. (John)	8810 36th Ave NE	Marysville	98270-7267	360-386-9047
WA	OPR	Lehman, Michael Jay (Mike)	104 39th Ave SW	Puyallup	98373-3621	253-200-3450
WA	OPR	Lee, Erik Jamin (Erik)	375 Rainier Ave S	Renton	98057-2404	425-336-7010
WA	OPR	Artman, Lawrence James (Larry)	12801 Aurora Ave N	Seattle	98133-7519	206-364-0841
WA	OPR	Emmerling, Raymond Paul (Ray)	9304 N Newport Hwy	Spokane	99218-1150	888-232-6775
WA	OPR	Schneller, Lynnae Margaret (Lynnae)	3902 S Steele St	Tacoma	98409-7325	253-534-8406
WA	OPR	Woodward, Ethan Ryan (Ethan)	17333 Southcenter Pkwy	Tukwila	98188-3317	206-575-7547
WA	OPR	Dombroski, John Paul (John)	8440 NE Vancouver Mall Dr # 100	Vancouver	98662-6665	360-360-3036
WA	OPR	Dombroski, John Paul (John)	16400 SE Mill Plain Blvd	Vancouver	98684-9606	360-980-8535
WI	OPR	Krebs, Eric D. (Eric)	3775 W College Ave	Appleton	54914-3913	920-939-0604
WI	OPR	Choi, Sonia (Sonia)	2455 S Oneida St	Ashwaubenon	54304-5201	920-770-3378
WI	OPR	Frasier, Jim Dale (Jim)	12625 W Capitol Dr	Brookfield	53005-5404	262-373-0609
WI	OPR	Loweth, Christopher John (Chris)	1 N Moorland Rd	Brookfield	53005-6018	262-786-2443
WI	OPR	Anderson, Christine E. (Christy)	2980 Golf Court	Delafield	53018-2179	262-646-2215
WI	OPR	Lewis, Alec Edward (Alec)	3849 South Oakwood Mall Dr	Eau Claire	54701-3042	715-598-9510
WI	OPR	Clopton, Ryan Harrison (Ryan)	5201 N Port Washington Rd	Glendale	53217-4902	414-310-1344
WI	OPR	Balza, David William (David)	5351 S 76th St	Greendale	53129-1128	414-423-0853
WI	OPR	Bramlett, David Hardman (David)	2627 Humes Rd	Janesville	53545	608-531-1991
WI	OPR	Daniel, Monica E. (Monica)	4212 E Washington Ave	Madison	53704-3720	608-245-2045
WI	OPR	Fuller, James Walter Scott (Jamie)	430 S Gammon Rd	Madison	53719-1002	608-833-4344
WI	OPR	Duke, Brandon Andrew (Brandon)	W185 N9590 Bancroft Drive	Menomonee Fall	53051	262-473-3716
WI	OPR	Frasier, Jim Dale (Jim)	1111 N Vel R Phillips Ave	Milwaukee	53203-1104	866-232-2040
WI	OPR	Goode, Brian Christopher (Brian)	5315 Washington Ave	Mount Pleasant	53406-4204	262-632-0173
WI	OPR	Gramza, Danica Shelby (Danica)	150 W Town Square Way	Oak Creek	53154-6811	414-571-0048
WI	OPR	Chaney, Pamela Denice (Pam)	3015 S Kinney Coulee Rd	Onalaska	54650	608-668-1028
WI	OPR	Dillon, Ty Fredric (Ty)	1047 N Washburn St	Oshkosh	54904-7725	920-232-9215
WI	OPR	Bartz, Kyle Robert (Kyle)	1454 Capitol Dr	Pewaukee	53072-2656	262-691-0537
WI	OPR	Miley, Jason Brent (Jason)	9114 76th St	Pleasant Prairie	53158-1944	262-358-4912
WI	OPR	Schiedt, David Bradford (David)	2645 S 108th St	West Allis	53227-1925	414-327-4885
WV	OPR	Pittman, Larry J. (Larry)	148 Melody Farms Rd	Barboursville	25504-1837	304-733-4850
WV	TMP	Josey, Antuane	PO Box 4056	Barboursville	25504-4056	304-736-2919
WV	OPR	Jarrell, Richard Howard (Richard)	100 Hylton Ln	Beckley	25801-2691	304-894-8455
WV	OPR	Jarrell, Richard Howard (Richard)	1300 N Eisenhower Dr	Beckley	25801-3122	304-250-0158
WV	OPR	Duffessy, Brandon John (Brandon)	261 Mercer Mall Rd	Bluefield	24701-9098	304-327-6008
WV	TMP	Broniszewski, Jesse	2399 Meadowbrook Mall Ste 620	Bridgeport	26330-9030	304-842-4835
WV	OPR	Smith, Alan Christopher (Alan)	3000 Charleston Town Ctr # 3011	Charleston	25389-0008	304-344-0868
WV	OPR	Wehner, Brandie Lynn (Brandie)	310 Emily Dr	Clarksburg	26301-5513	304-622-9797
WV	OPR	DeOms, Kendra Ramey (Kendra)	1005 Foxcroft Ave	Martinsburg	25401-1837	304-901-1058
WV	OPR	Holt, Lisa Dawn (Lisa)	334 Patteson Dr	Morgantown	26505-3232	304-599-1840
WV	OPR	Holt, Lisa Dawn (Lisa)	835 Sesame Dr	Morgantown	26501-1134	304-599-4171
WV	OPR	Wade, Michael Allen (Mike)	750 Oakvale Rd	Princeton	24740-3915	681-282-5540
WV	OPR	Lombardozzi, Justin Joseph (Justin)	156 Joshua M Freeman Blvd	Ranson	25438-5691	304-767-9730
WV	OPR	Minturn, Thomas Richard (Tom)	2509 Mountaineer Blvd	South Charleston	25309-9439	304-205-5829
WV	OPR	Minturn, Thomas Richard (Tom)	90 Maccorkle Ave SW	South Charleston	25309-1412	304-205-5829
WV	OPR	Evans, Joseph Scott (Joseph)	110 Cabela Dr	Triadelphia	26059-1042	304-909-0843
WV	OPR	Angelos, George Frank (George)	210 Grand Central Ave	Vienna	26105-4101	304-422-3646
WV	OPR	Angelos, George Frank (George)	100 Grand Central Mall # F140	Vienna	26105-4110	304-422-2790
WY	OPR	Mefford, Raymond Dean (Raymond)	4435 Windmill Rd	Cheyenne	82009-5200	307-638-4444

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AL	Auburn University	255 Heisman Dr	Stdent Center	Auburn	36849-	334/844-1284	LIC-Aramark College/University
AL	Auburn University - ARENA Concessions	250 Beard-Eves Ct	Aurburn Arena	Auburn	36849-	334/844-8815	LIC-Aramark College/University
AL	Auburn University - Village Dining	230 Beard-Eaves Ct	The Village View Dining Facility	Auburn	36849-	334/844-1284	LIC-Aramark College/University
AL	Alabama Power	600 18th St N		Birmingham	35203-	205/257-1688	LIC-Aramark Business/Industry
AL	Birmingham-Shuttlesworth International Airport	5900 Messer Airport Hwy	Suite #0034	Birmingham	35212-	205/592-4362	LIC-HMSHost
AL	Samford University	800 Lakeshore Dr		Birmingham	35229-	205/726-2637	LIC-Sodexo College
AL	University of Alabama Birmingham Hospital	625 19th St S	Jefferson Tower	Birmingham	35233-	205/502-7005	LIC-Thompson Hosp
AL	University of North Alabama	1 Harrison Plz	Student Commons Building	Florence	35632-	256/765-5667	LIC-Chartwells
AL	Alabama A&M University	3900 Meridian Street North		Huntsville	35811		LIC-Aramark College/University
AL	University of Alabama - Huntsville	507 John Wright Dr		Huntsville	35899-	256/824-5124	LIC-Sodexo College
AL	Jacksonville State University	700 Pelham Rd N		Jacksonville	36265-	256/782-5554	LIC-Sodexo College
AL	University of South Alabama	350 Campus Dr	Student Center	Mobile	36688-	251/460-6296	LIC-Aramark College/University
AL	Alabama State University	1055 Tullibody Dr	John Garrick Hardy Student Center	Montgomery	36104-	334/497-0292	LIC-Aramark College/University
AL	Troy University	214 Adams Ctr		Troy	36082-	334/670-5858	LIC-Sodexo College
AL	University of Alabama	Bama Dining Services	Ferguson Center	Tuscaloosa	35487-	205/348-6816	LIC-Aramark College/University
AL	University of Alabama-Lloyd Hall	503 6th Ave	Lloyd Hall	Tuscaloosa	35404-	205/348-6429	LIC-Aramark College/University
AR	Henderson State University	1100 Henderson St	Garrison Activity Conference Center	Arkadelphia	71999-0001		LIC-Sodexo College
AR	Ouachita Baptist University	410 Ouachita St		Arkadelphia	71998-	870/245-5534	LIC-Sodexo College
AR	University of Central Arkansas	201 Donaghey Ave	Student Center	Conway	72035-	501/450-5980	LIC-Aramark College/University
AR	University of Arkansas-Fayetteville	435 N Garland Ave Ste 209		Fayetteville	72701-	479/575-5043	LIC-Chartwells
AR	Arkansas State University	105 North Caraway	Student Center	Jonesboro	72401	870/680-4078	LIC-Sodexo College
AR	Clinton National Airport	1 Airport Rd		Little Rock	72202-	501/330-7251	LIC-HMSHost
AR	Southern Arkansas University	100 E University	Bruce Center	Magnolia	71753-	870/235-4352	LIC-Aramark College/University
AR	University of Arkansas - Monticello	350 University Drive	Student Success Center	Monticello	71656	870/460-1900	LIC-Aramark College/University
AR	University of Arkansas - Pine Bluff	1301 L A Prexy Davis Dr		Pine Bluff	71601-	870/575-8953	LIC-Aramark College/University
AR	Harding University	2700 Harding University		Searcy	72149-	501/279-4202	LIC-Chartwells
AZ	Northern Arizona University	Nau Dining	P.O. Box 5736	Flagstaff	86011-	928/523-8675	LIC-Sodexo College
AZ	Arizona State University - West Campus	4701 W Thunderbird Rd	Poly-West Campus	Glendale	85306-	602/543-3363	LIC-Aramark College/University
AZ	Arizona State University - Downtown	120 E Taylor St		Phoenix	85004-	602/496-6715	LIC-Aramark College/University
AZ	Grand Canyon University	3300 W Camelback Rd	Thunder Alley	Phoenix	85017-	602/639-6871	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AZ	Grand Canyon University - Diamondback Apart	2945 W Colter St	Diamondback Apartments	Phoenix	85017	602/639-6871	LIC-Sodexo College
AZ	Phoenix Sky Harbor International Airport	3400 E Sky Harbor Blvd		Phoenix	85034-4403		
AZ	Arizona State University	1290 S Normal Ave	Memorial Union Building	Tempe	85281	480/965-2052	LIC-Aramark College/University
AZ	University of Arizona-SUMC	1303 E University Blvd	Suite 149	Tucson	85719	520/626-0020	LIC-Self Operated College
CA	Los Angeles International Airport	1 World Way	Terminal 1	Los Angeles	90045	310/343-8309	LIC-SSP America
CA	Ontario International Airport - Terminal 4	2900 E Airport Dr		Ontario	91761-2134		LIC-Delaware North
CA	California Baptist University	8432 Magnolia Ave		Riverside	92504	951/552-8079	LIC-Preferred Hosp
CA	San Jose International Airport - Terminal B	1701 Airport Blvd	Terminal B	San Jose	95110	408/652-7404	LIC-HMSHost
CA	California Polytechnic State University	1 Grand Ave	The Avenue Building 19	San Luis Obispo	93407	805/756-5952	LIC-Self Operated College
CO	Denver International Airport	8500 Pena Blvd		Denver	80249	303/342-6646	LIC-Skyport Hospitality
CO	Colorado Mesa University	1455 N 12th St	University Center	Grand Junction	81501	970/248-1742	LIC-Sodexo College
CT	Mohegan Sun Resort	1 Mohegan Sun Blvd	Earth Concourse	Uncasville	06382	570/591-1910	LIC-Metz
DC	Catholic University	620 Michigan Ave NE		Washington	20064	202/319-6874	LIC-Chartwells
DC	Georgetown University	3800 Reservoir Rd NW	Hoya Commons Food Court	Washington	20007	202/975-9841	LIC-Aramark College/University
DC	Ronald Reagan Washington National Airport	1 Aviation Cir	(Inside Airport)	Washington	20001	703/418-1500	LIC-Hojeij
DC	Union Station	50 Massachusetts Ave NE		Washington	20002	202/838-0205	LIC-Thompson Hosp
DC	University of the District of Columbia	4200 Connecticut Avenue NW		Washington	20008	202/274-5820	
DE	Delaware State University	1200 N Dupont Hwy	MLK Jr. Student Center	Dover	19901	302/857-7209	LIC-Sodexo College
DE	University of Delaware	17 W Main St	Trabant University Center	Newark	19716	302/831-0510	LIC-Aramark College/University
FL	Florida Atlantic University	777 Glades Rd		Boca Raton	33431	561/297-4727	LIC-Chartwells
FL	Embry Riddle Aeronautical University	1 Aerospace Blvd		Daytona Beach	32114	386/226-7351	LIC-Sodexo College
FL	Florida Gulf Coast University	10501 Fgcu Blvd S	Student Union Building	Fort Myers	33965	239/590-1293	LIC-Chartwells
FL	Shands Hospital (Sun Terrace)-Gainesville	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611	352/392-1021	LIC-Aramark Hospital
FL	University of Florida	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611	352/392-9411	LIC-Aramark College/University
FL	Jacksonville University	2800 University Blvd N	Davis Student Commons	Jacksonville	32211-3321		LIC-Aramark College/University
FL	University of North Florida	1 U N F Dr		Jacksonville	32224-7699		LIC-Chartwells
FL	Southeastern University	1000 Longfellow Blvd	Pansler Alumni Student Center	Lakeland	33801-6034		LIC-Chartwells
FL	Florida International University	885 SW 109th Ave	PG-5/Retail	Miami	33199	305/348-7797	LIC-Chartwells
FL	Miami Central	550 NW 1st Ave Ste 100	Suite 100	Miami	33136	786/359-4813	LIC-Phillips Con
FL	Miami - Dade College, Kendall Campus	11011 SW 104th St	Building 8000	Miami	33176-3330		

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
FL	Miami - Dade College, North Campus	11380 NW 27th Ave	Building 4	Miami	33167-3418		
FL	Florida Int'l University - Biscayne Bay Campus	3000 NE 151st St	Wolfe Center	North Miami	33181-	305/919-5322	LIC-Chartwells
FL	Orlando International Airport - South Terminal	1 Jeff Fuqua Blvd		Orlando	32827-4392		
FL	Orlando Int&#65533;l Airport &#65533; North Terminal/Pre-Se	9333 Airport Blvd		Orlando	32827	407/619-3503	LIC-HMSHost
FL	University of Central Florida	4000 Central Florida Blvd	SRC109	Orlando	32816-	407/823-2238	LIC-Aramark College/University
FL	University of Central Florida - RWC	12820 Gemini Blvd	Campus Recreation and Wellness Cer	Orlando	32815		LIC-Aramark College/University
FL	Pensacola Christian College	250 Brent Ln		Pensacola	32503-	850/478-8496	LIC-Self Operated College
FL	Pensacola International Airport	2430 Airport Blvd		Pensacola	32504-	850/434-6033	LIC-OHM
FL	University of West Florida	1100 University Pkwy	Argo Gallery	Pensacola	32514-	850/857-6260	LIC-Aramark College/University
FL	Flagler College	50 Sevilla St	Ringhaver Student Center	Saint Augustine	32084-	904/829-5861	LIC-Aramark College/University
FL	Florida A&M University	1510 Wahnish Way	Rattlers' Nest	Tallahassee	32307-3100		LIC-Metz
FL	Florida State University	127 Honors Way	Johnson Annex Building	Tallahassee	32306-0001		LIC-Aramark College/University
FL	Tampa International Airport-Airside A	4100 George J Bean Pkwy	Airside A	Tampa	33607-	813/387-9845	LIC-Hojeij
FL	Tampa International Airport-Main Terminal	4100 George J Bean Pkwy	Main Terminal	Tampa	33607-	813/387-9866	LIC-Delaware North
FL	University of South Florida	4202 E Fowler Ave	CTR 152	Tampa	33620-	813/974-0917	LIC-Aramark College/University
FL	University of Tampa	401 W Kennedy Blvd		Tampa	33606-	813/258-7257	LIC-Sodexo College
FL	Palm Beach Atlantic University	1100 N Dixie Hwy		West Palm Beach	33401-	561/803-2348	LIC-Aramark College/University
GA	Albany State University	504 College Dr	Student Center	Albany	31705-	229/430-4747	LIC-Aladdin Food Mgmt
GA	Georgia Southwestern State University	800 Gsw State University Dr	Canes Den Student Center	Americus	31709-	229/931-2500	LIC-Aladdin Food Mgmt
GA	University of Georgia	45 Baxter St		Athens	30602-	706/542-1256	LIC-Self Operated College
GA	Delta Air Lines Headquarters	1030 Delta Blvd		Atlanta	30354-1989		LIC-Sodexo Business
GA	Georgia State University	66 Courtland Street		Atlanta	30303	404/413-9634	LIC-Self Operated College
GA	Grady Memorial Hospital	80 Jesse Hill Jr Dr Se		Atlanta	30303-3031		LIC-Sodexo Hospital
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc A	6000 N Terminal Pkwy	Concourse A	Atlanta	30320-	404/762-2510	LIC-Hojeij
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc C	7700 Spine Rd		Atlanta	30320	404/761-4213	LIC-HMSHost
GA	University Hospital-Augusta	1350 Walton Way		Augusta	30901-	706/774-2209	LIC-Morrison's
GA	University of West Georgia	Campus Dining		Carrollton	30118-	678/839-1389	LIC-Self Operated College
GA	Columbus State University	4225 University Ave	Davidson Student Center	Columbus	31907-	706/507-8373	LIC-Aramark College/University
GA	Fort Valley State University	1005 State University Dr	Student Center	Fort Valley	31030-	478/825-5269	LIC-Sodexo College
GA	Northeast Georgia Medical Center	743 Spring St NE		Gainesville	30501-	770/219-2046	LIC-Unidine

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
GA	Kennesaw State University	395 Cobb Ave NW		Kennesaw	30144-	770/423-6611	LIC-Self Operated College
GA	Georgia Gwinnett College	1000 University Center Ln	Building-A Food Court	Lawrenceville	30043-	678/407-5090	LIC-Aramark College/University
GA	Mercer University	1400 Coleman Ave		Macon	31207-	478/301-2925	LIC-Aramark College/University
GA	Kennesaw State University - Marietta	1100 S Marietta Pkwy SE		Marietta	30060-2855		LIC-Self Operated College
GA	Georgia College and State University	231 W Hancock St	MSU Bldg.	Milledgeville	31061-	478/452-2409	LIC-Sodexo College
GA	Berry College	2277 Martha Berry Hwy NW	Krannert Student Center	Mount Berry	30149-	706/368-6968	LIC-Aramark College/University
GA	Georgia Southern University - Armstrong Camp	11935 Abercorn St	MCC Student Union	Savannah	31419-	912/344-3246	LIC-Self Operated College
GA	Gulfstream Aerospace	500 Gulfstream Rd		Savannah	31408-9643		
GA	Savannah State University	3219 College St		Savannah	31404-5254		LIC-Aladdin Food Mgmt
GA	Georgia Southern University	8107 Russell Un		Statesboro	30460-	912/478-0447	LIC-Self Operated College
GA	Valdosta State University - Student Union	1500 N Patterson St	Student Union	Valdosta	31698-	229/333-5671	LIC-Aramark College/University
GA	Young Harris College	228 Maple Street	Rollins Campus Center	Young Harris	30582	706/379-5304	LIC-Sodexo College
ID	Boise State University	1910 University Dr	Student Union	Boise	83725-	208/426-1437	LIC-Aramark College/University
ID	University of Idaho	1080 W 6th St	Idaho Commons Food Court	Moscow	83843-	208/885-6070	LIC-Chartwells
ID	Idaho State University	1065 S 8th Ave		Pocatello	83209-0001		LIC-Chartwells
ID	Brigham Young University - Idaho	525 S Center St	Manwaring Center	Rexburg	83460-0004		LIC-Self Operated College
IL	Southern Illinois University - Carbondale	1255 Lincoln Dr	Student Center	Carbondale	62901-	618/453-1136	LIC-Self Operated College
IL	Eastern Illinois University	600 Lincoln Ave	Office of Univ. Housing/Dining	Charleston	61920-	217/581-8156	LIC-Self Operated College
IL	Chicago Union Station	225 S Canal St		Chicago	60606-	312/526-3743	LIC-The Grove
IL	University of Illinois - Chicago	750 S Halsted St	Student Center East	Chicago	60607-	312/355-2338	LIC-Chartwells
IL	Southern Illinois University-Edwardsville	University Ctr	Box 1170	Edwardsville	62026-	618/650-2863	LIC-Self Operated College
IL	Western Illinois University	1 University Cir	University Union	Macomb	61455-	309/298-1292	LIC-Sodexo College
IL	Bradley University	1501 W Bradley Ave	Michel Student Center	Peoria	61625-	309/677-3210	LIC-Aramark College/University
IN	Anderson University	1100 E 5th St	OLT Student Center	Anderson	46012-3462		LIC-Chartwells
IN	University of Evansville	1800 Lincoln Ave	John Ridgway University Center	Evansville	47722-	812/488-2400	LIC-Chartwells
IN	University of Southern Indiana	8600 University Blvd		Evansville	47712-	812/464-1859	LIC-Sodexo College
IN	Indianapolis International Airport	7800 Col H Weir Cook Mem Dr		Indianapolis	46241-8003		LIC-OHM
IN	Indiana University Purdue Univ at Indianapolis	420 University Blvd Ste 120		Indianapolis	46202-	317/231-0215	LIC-Chartwells
IN	Marian University	3200 Cold Spring Rd		Indianapolis	46222-1960		
IN	Indiana Wesleyan University	4201 S Washington St	Barnes Student Center	Marion	46953-	765/677-2310	LIC-PCC

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
IN	Ball State University	1101 N McKinley Ave	Atrium Food Court in the Art & Journali	Muncie	47303	765/285-0016	LIC-Self Operated College
IN	University of Notre Dame - Duncan Student Cer	Duncan Student Center		Notre Dame	46556		LIC-Self Operated College
IN	Taylor University	236 W Reade Ave	LaRita R. Boren Campus Center	Upland	46989	765/998-4678	LIC-Self Operated College
KS	University of Kansas	1301 Jayhawk Blvd	Wescoe Hall Underground	Lawrence	66045	785/864-2449	LIC-Self Operated College
KS	Kansas State University	918 N 17th St	121 K- State Student Union	Manhattan	66506	785/532-5111	LIC-Self Operated College
KS	Wichita Dwight D. Eisenhower National Airport	2277 S Eisenhower St		Wichita	67209	316/990-1811	LIC-MSE Business/Industry
KS	Wichita State University	1845 Fairmount	Rhatigan Student Center	Wichita	67260	316/978-3477	LIC-Chartwells
KY	Western Kentucky University	1 Big Red Way	124 Downing Univ. Center	Bowling Green	42101	270/745-6844	LIC-Aramark College/University
KY	Campbellsville University	1 University Dr Upo 783	Student Center	Campbellsville	42718	270/789-5063	LIC-PCC
KY	Cincinnati-Northern Kentucky International Airp	Terminal 3, 4th Floor	Cincinnati / N KY Airport	Hebron	41048	859/767-1076	LIC-HMSHost
KY	University of Kentucky	239 Student Ctr	UK Student Center	Lexington	40506	859/218-6726	LIC-Aramark College/University
KY	University of Kentucky - The 90	440 Hilltop Ave	University of Kentucky	Lexington	40506	859/323-7154	LIC-Aramark College/University
KY	University of Louisville	2100 S Floyd St	SAC Bldg W206	Louisville	40208	502/852-6715	LIC-Aramark College/University
KY	University of Louisville Medical Center	500 S Preston St		Louisville	40202	502/852-2613	LIC-Aramark Hospital
KY	Morehead State University	UPO 1371		Morehead	40351	606/783-2017	LIC-Aramark College/University
KY	Murray State University	1415 Chestnut St	Curris Center	Murray	42071	270/809-4600	LIC-Sodexo College
KY	University of Pikeville	810 Hambley Blvd	Health Professional Education Building	Pikeville	41501	606/218-5040	LIC-Aramark College/University
KY	Eastern Kentucky University	17 Powell Dr		Richmond	40475	859/622-3691	LIC-Aramark College/University
KY	University of the Cumberlands	6178 College Station Dr		Williamsburg	40769	606/539-4409	LIC-PCC
LA	Louisiana State University	2nd Floor Tiger Lair Food Court	Corner of Raphael Semmes & Highlan	Baton Rouge	70803	225/578-0829	LIC-Chartwells
LA	Southern University	133 Smith Brown	Memorial Student Union	Baton Rouge	70813	225/771-2363	LIC-Aramark College/University
LA	Grambling State University	100 Founders Street	Tiger Express Food Court	Grambling	71245	318/274-3251	LIC-Sodexo College
LA	Southeastern Louisiana University - War Memo	303 W Texas Ave	War Memorial Student Center	Hammond	70402	985/549-2286	LIC-Aramark College/University
LA	Louis Armstrong New Orleans Int'l Airport	1 Airline Dr	North Terminal - Head House	Kenner	70062	504/463-5500	LIC-Delaware North
LA	University of Louisiana Lafayette	600 McKinley St		Lafayette	70503	337/482-5732	LIC-Sodexo College
LA	University of Louisiana Monroe	800 University Ave		Monroe	71209	318/342-6080	LIC-Aramark College/University
LA	Northwestern State University	912 University Pkwy		Natchitoches	71457	318/357-4385	LIC-Sodexo College
LA	University of New Orleans	University Ctr Rm 250		New Orleans	70148	504/280-6370	LIC-Chartwells
LA	Xavier University	4980 Dixon St	University Center	New Orleans	70125	504/520-5016	LIC-Sodexo College
LA	Louisiana Tech University	Wisteria Student Center Rm 208		Ruston	71272	318/257-2195	LIC-Aramark College/University

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
LA	Nicholls State University	217 Ardoyne Dr		Thibodaux	70310-	985/448-4900	LIC-Sodexo College
MD	Baltimore-Washington Intl Airport - A/B Core	Aviation Boulevard & Elm Road	A/B Core	Baltimore	21240	410/859-8257	LIC-GFNC
MD	Morgan State University	1700 E Cold Spring Ln	Student Center	Baltimore	21251-	443/885-3327	LIC-Thompson Hosp
MD	University of Maryland- Baltimore County	1000 Hilltop Cir	University Center	Baltimore	21250-	443/612-8390	LIC-Chartwells
MD	University of Maryland-College Park	3972 Campus Dr	Stamp Union Food Court	College Park	20742-	301/314-6568	LIC-Self Operated College
MD	Frostburg State University	Stadium Road	Lane Center	Frostburg	21532	301/687-3216	LIC-Chartwells
MD	Salisbury University	1101 Camden Ave	Guerrier Student Center	Salisbury	21801-	410/677-6771	LIC-Self Operated College
MD	Towson University	8000 York Rd		Towson	21252-	410/704-5403	LIC-Chartwells
MI	Detroit Medical Center	3990 John R St		Detroit	48201-	313/831-0200	LIC-Self Op Hosp/Bus
MI	Detroit Metropolitan Airport	2562 Worldgateway Pl	McNamara Terminal, Core 10	Detroit	48242-	734/941-3481	LIC-Hojeij
MI	Detroit Metropolitan Airport-North Terminal	601 Rogell Dr Ste 4007	Suite 4007	Detroit	48242-	734/955-9455	LIC-HMSHost
MI	Eastern Michigan University	878 W Cross St.	McKenny Hall	Ypsilanti	48197	734/487-0260	LIC-Chartwells
MN	Minnesota State University-Mankato	7 Centennial Student Un		Mankato	56001-	507/389-2613	LIC-Sodexo College
MN	University of Minnesota	300 Washington Ave SE		Minneapolis	55455-	612/625-2037	LIC-Aramark College/University
MN	St. Cloud State University	720 4th Ave S		Saint Cloud	56301-	320/308-4373	LIC-Chartwells
MN	Minneapolis - Saint Paul Intl Airport-Concourse	4300 Glumack Dr	C-2560	Saint Paul	55111-	612/355-4678	LIC-HMSHost
MN	Minneapolis - Saint Paul Intl Airport-Concourse	4300 Glumack Dr	Concourse F	Saint Paul	55111-	786/582-1078	LIC-The Grove
MO	Southeast Missouri State University	1 University Plz	MS 1700	Cape Girardeau	63701-	573/651-2569	LIC-Chartwells
MO	University of Missouri - Kansas City	5100 Cherry St	Student Union Bldg. #216	Kansas City	64110-	816/235-5080	LIC-Sodexo College
MO	Truman State University	901 S Franklin St		Kirksville	63501-	660/785-4197	LIC-Sodexo College
MO	Northwest Missouri State University	800 University Dr	J.W. Jones Student Center	Maryville	64468-6015		LIC-Aramark College/University
MO	Missouri University of Science & Technology	1346 N Bishop Ave		Rolla	65409-	573/341-5436	LIC-Chartwells
MO	Lindenwood University	209 S Kingshighway St	Spellman Student Center	Saint Charles	63301-	636/255-2241	LIC-Pedestal
MO	Missouri Western State University	4525 Downs Dr	Blum Student Union Food Court	Saint Joseph	64507-	806/271-4426	LIC-Aramark College/University
MO	St. Louis College of Pharmacy	4588 Parkview Pl	Parkview Cafe	Saint Louis	63110-	314/446-8156	LIC-Pedestal
MO	Missouri State University	901 S National	Plaster Student Union	Springfield	65897-	417/836-4211	LIC-Chartwells
MO	University of Central Missouri	517 South Holden	Elliott University Union	Warrensburg	64093	660/543-4300	LIC-Sodexo College
MS	Delta State University	200 Washington St	Nowell Student Union Building	Cleveland	38732-	662/846-4645	LIC-Sodexo College
MS	Mississippi College	200 Capitol St	B.C. Rogers Student Center	Clinton	39056-	601/925-3238	LIC-Campus Dining, Inc.
MS	University of Southern Mississippi	118 College Dr	Union Building	Hattiesburg	39406-	601/266-5376	LIC-Aramark College/University

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
MS	Mississippi Valley State University	14000 Highway 82 W	Jacob Aron Student Union	Itta Bena	38941-1400		LIC-Thompson Hosp
MS	Jackson State University	1400 J R Lynch St	Student Center	Jackson	39217-	601/979-0447	LIC-Sodexo College
MS	Mississippi Baptist Medical Center	1225 N State St		Jackson	39202-	601/973-1646	LIC-Morrison's
MS	Mississippi State University	PO Box 6229	Perry Cafeteria/Darden Avenue	Mississippi State	39762-	662/325-2849	LIC-Aramark College/University
MS	HII - Ingalls Shipyard	1000 Access Rd	CSA Cafe	Pascagoula	39567-	228/218-1747	LIC-Aramark Business/Industry
MS	Hinds Community College - Student Center	608 Hinds Blvd		Raymond	39154-8246		
MS	Northwest Mississippi Community College	4975 Highway 51 N		Senatobia	38668-1714		
MS	University of Mississippi	Third Floor Student Union Bldg	University of Miss Food Court	University	38677	662/915-6690	LIC-Aramark College/University
NC	Gardner-Webb University	100 S Main St	Dover Campus Center	Boiling Springs	28017-	704/406-3227	LIC-Sodexo College
NC	Appalachian State University	Stadium Dr	Trivette Hall	Boone	28608-	828/262-3069	LIC-Self Operated College
NC	Campbell University	85 Main Street	Britt Hall	Buies Creek	27506	910/893-1456	LIC-Aramark College/University
NC	University of NC-Chapel Hill (Lenoir Hall)	36 Lenoir Drive		Chapel Hill	27599-	704/687-0385	LIC-Aramark College/University
NC	University of North Carolina Hospital-Beach	1 Medical Dr	Beach Cafe, Brinkhouse-Bullitt	Chapel Hill	27599-	919/962-0212	LIC-Aramark Hospital
NC	Charlotte-Douglas International Airport	5501 Birmingham Parkway		Charlotte	28208	704/324-7218	LIC-HMSHost
NC	University of NC-Charlotte	9201 University City Blvd	Cone Center ID Office	Charlotte	28223-	704/687-3391	LIC-Chartwells
NC	Western Carolina University	160 West University Way	Courtyard Food Court	Cullowhee	28723	828/227-7177	LIC-Aramark College/University
NC	Duke University Medical Center	S Food Ct	Flowers Drive	Durham	27710-	919/668-5873	LIC-Aramark Hospital
NC	North Carolina Central University	500 Nelson Street	W.G Pearson Student Center	Durham	27701	919/530-6498	LIC-Sodexo College
NC	Fayetteville State University	1200 Murchison Rd	Student Center	Fayetteville	28301-	910/672-1739	LIC-Aramark College/University
NC	Methodist University	5400 Ramsey St	Berns Student Center	Fayetteville	28311-1420		LIC-Aramark College/University
NC	NC A&T (NC Agricultural & Technical State Uni	1004 Alma Morrow Circle	Dining Services	Greensboro	27401	336/334-7560	LIC-Sodexo College
NC	University of NC-Greensboro (Elliott Center)	516 Stirling St		Greensboro	27412-	336/334-5443	LIC-Chartwells
NC	East Carolina University - Croatan	5th Street	The Croatan	Greenville	27858	252/328-6477	LIC-Aramark College/University
NC	Lenoir Rhyne University	625 7th Ave NE	Cromer Center - Bear's Lair	Hickory	28601-	828/328-7144	LIC-Aramark College/University
NC	High Point University	1 University Pkwy		High Point	27268-0002		LIC-Aramark College/University
NC	University of NC - Pembroke	355 N Odum Street	James B. Chavis Center	Pembroke	28372	910/775-4195	LIC-Sodexo College
NC	North Carolina State University	2600 Founders Dr		Raleigh	27695-	919/515-7910	LIC-Self Operated College
NC	University of NC-Wilmington	601 S College Rd		Wilmington	28403-	910/962-7782	LIC-Aramark College/University
NC	Wingate University	220 N Camden Rd	The Klondike Building	Wingate	28174-	704/233-8108	LIC-Chartwells
NC	Wake Forest Baptist Medical Center	Medical Center Blvd		Winston Salem	27157-	336/716-8836	LIC-Sodexo Hospital

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
NC	Wake Forest University	1834 Wake Forest Rd	Benson Food Court Center	Winston Salem	27109-	336/758-4695	LIC-Aramark College/University
NC	Winston Salem State University	601 S Martin Luther King Jr Dr	Donald Julian Reaves Student Center	Winston Salem	27110-	336/750-2846	LIC-Aramark College/University
ND	University of North Dakota	3625 Campus Rd Stop 9033	Memorial Union	Grand Forks	58202-	701/777-6440	LIC-Self Operated College
NE	University of Nebraska at Kearney	1013 W 27th St	Nebraskan Student Union	Kearney	68849-	308/865-8089	LIC-Sodexo College
NE	University of Nebraska - Lincoln	1400 R St	Nebraska Union	Lincoln	68588-	402/472-6026	LIC-MSE College/University
NJ	Connie Chung Travel Plaza	Garden State Parkway		Bloomfield	07003		
NJ	Delaware Gap Travel Plaza	19 Simpson Rd		Columbia	07832-	908/496-7001	LIC-Applegreen
NJ	Molly Pitcher Travel Plaza	Mile 71 South Drive		East Windsor	08512		
NJ	Stockton University	101 Vera King Farris Dr	College Center	Galloway	08205-	609/652-4771	LIC-Chartwells
NJ	Thomas Edison Travel Plaza	Mile Marker 92.9 South	New Jersey Turnpike	Woodbridge	07095		LIC-Applegreen
NM	University of New Mexico	201 La Posada		Albuquerque	87131-	505/277-0185	LIC-Chartwells
NM	New Mexico State University Student Center	Corbett Ctr Rm 130		Las Cruces	88003-	575/646-4801	LIC-Sodexo College
NV	Golden Nugget Las Vegas Hotel	129 Fremont St		Las Vegas	89101-	702/386-8243	LIC-Landry's
NY	NY State Thruway - Chittenango Travel Plaza	2188 Tag Road	NY State Thruway	Canastota	13032		
NY	NY State Thruway - Clifton Springs Travel Plaza	State Route 96	NY State Thruway	Clifton Springs	14432	315/933-1752	
NY	NY State Thruway - New Baltimore Travel Plaza	Mile Post 127 North & South	NY State Thruway	Hannacroix	12087		
NY	NY State Thruway - Ardsley Travel Plaza	Mile 6	NY State Thruway	Hastings-On-Huds	10706		
NY	NY State Thruway - Iroquois Travel Plaza	2576 State Route 5S	NY State Thruway	Little Falls	13365-5005		
NY	Albany International Airport	737 Albany Shaker Rd		Loudonville	12211-	518/472-0053	LIC-OHM
NY	NY State Thruway - Plattekill Travel Plaza	Mile Post 65 North	NY State Thruway	Plattekill	12589		
OH	University of Akron-Student Center	303 Carroll St	Student Center	Akron	44325-	330/972-5592	LIC-Aramark College/University
OH	Cedarville University	251 N Main St	Library Cafe @ Cedarville University	Cedarville	45314-	937/766-4446	LIC-PCC
OH	Great American Ball Park	100 Joe Nuxhall Way		Cincinnati	45202-4109		
OH	University of Cincinnati	2701 Bearcat Way	University Tangeman Center	Cincinnati	45221-	513/556-1045	LIC-Aramark College/University
OH	Cleveland-Hopkins International Airport	5300 Riverside Dr		Cleveland	44135-	216/417-3208	LIC-United Concessions
OH	Cleveland State University - Manus Food Court	2121 Euclid Ave		Cleveland	44115-2214		
OH	University of Toledo	2801 W Bancroft St	Student Union	Toledo	43606-	419/530-5281	LIC-Chartwells
OH	Youngstown State University	1 University Plz	Kilcawley Center	Youngstown	44555-0001		LIC-Chartwells
OK	Southern Nazarene University - Webster Comm	6612 NW 42nd St		Bethany	73008-2764		
OK	Oklahoma Christian University	2501 E Memorial Rd	Edward L. Gaylord University Center	Edmond	73013-	405/425-5019	LIC-U-Dining

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
OK	University of Central Oklahoma	100 N University Dr		Edmond	73034-	405/974-4637	LIC-Chartwells
OK	University of Oklahoma	1400 Asp Ave	Room 133	Norman	73019-	405/325-6851	LIC-Self Operated College
OK	University of Oklahoma Couch Building	333 3rd St		Norman	73019-	405/325-5185	LIC-Self Operated College
OK	SSM Health St. Anthony Hospital	535 NW 9th St		Oklahoma City	73102-	405/272-8434	LIC-Sodexo Hospital
OK	University of Oklahoma Health Science Center	1106 N Stonewall Ave	Student Center 132	Oklahoma City	73117-	405/271-3660	LIC-Self Operated College
OK	Oklahoma Baptist University	500 W University St	Geiger Center	Shawnee	74804-	405/585-5386	LIC-Chartwells
OK	Oklahoma State University	Room 177	Student Union Building	Stillwater	74078-	405/744-7393	LIC-Self Operated College
OK	Northeastern State University	600 N Grand Ave		Tahlequah	74464-	918/456-5511	LIC-Sodexo College
OK	Oral Roberts University	7777 S Lewis Ave		Tulsa	74171-	918/495-6357	LIC-Sodexo College
OK	University of Tulsa	440 S Gary Ave		Tulsa	74104-	918/631-2186	LIC-Sodexo College
PA	Bloomsburg University	400 E 2nd St	Soltz Residence Hall	Bloomsburg	17815-	570/389-5455	LIC-Aramark College/University
PA	California University of Pennsylvania	250 University Ave	Natali Student Center	California	15419-	724/938-4343	LIC-AVIF
PA	Misericordia University	301 Lake St	Banks Student Center	Dallas	18612-	570/674-3351	LIC-Metz
PA	Gannon University	Waldron Student Ctr	109 University Square	Erie	16541-0002		LIC-Metz
PA	Grove City College	100 Campus Dr		Grove City	16127-	724/458-2000	
PA	Hersheypark	300 Park Blvd	Founders Way	Hershey	17033-	717/508-3104	LIC-Self Op Hosp/Bus
PA	HersheyPark Food Truck	100 W Hersheypark Dr		Hershey	17033-	717/534-3900	LIC-Self Op Hosp/Bus
PA	Indiana University of Pennsylvania	319 Pratt Dr		Indiana	15701-	724/357-7571	LIC-Aramark College/University
PA	Kutztown University	20 Luckenbill Rd	Academic Forum Building	Kutztown	19530-	484/646-4245	LIC-Aramark College/University
PA	Lock Haven University	401 N Fairview St	Eagle Rock Food Court - Bently Hall	Lock Haven	17745-	570/484-2891	LIC-Aramark College/University
PA	Drexel University	203 N 34th St	Northside Dining Terrace	Philadelphia	19104-	215/895-6246	LIC-Aramark College/University
PA	Philadelphia International Airport - B/C Connect	8500 Essington Ave	A/B Connector	Philadelphia	19153-	215/492-1814	LIC-Hojeij
PA	Philadelphia International Airport - Concourse E	8000 Essington Ave	Concourse E	Philadelphia	19153-	267/416-8895	LIC-Hojeij
PA	Temple University	1755 N 13th St	Howard Gittis Student Center	Philadelphia	19122-	484/951-9894	LIC-Aramark College/University
PA	Temple University - Morgan Hall	1601 N Broad St	Morgan Hall	Philadelphia	19122-	215/777-8252	LIC-Aramark College/University
PA	Duquesne University	600 Forbes Ave		Pittsburgh	15282-	412/396-1329	LIC-Eat'N Park Hosp
PA	Pittsburgh International Airport	1000 Airport Blvd		Pittsburgh	15231-	412/472-0205	LIC-GFNC
PA	University of Pittsburgh	3719 Terrace St	University of Pittsburgh - Petersen Eve	Pittsburgh	15213	412/648-9576	LIC-Chartwells
PA	University of Scranton	900 Mulberry St	DeNaples Student Center	Scranton	18510-	570/941-7456	LIC-Aramark College/University
PA	Shippensburg University	408 Lancaster Dr		Shippensburg	17257-1147		LIC-Aramark College/University

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
PA	Waynesburg University	61 N Washington St	Marisa Field House	Waynesburg	15370-1329		LIC-Aladdin Food Mgmt
PA	West Chester University	Rosedale Ave	Rams Head Food Ct	West Chester	19383-	610/436-2730	LIC-Aramark College/University
PA	King's College - King's on the Square	20 Public Sq		Wilkes Barre	18701-	570/208-5900	LIC-Chartwells
SC	Anderson University-New Student Center	316 Boulevard City	New Student Center	Anderson	29621	864/231-5555	LIC-AVIF
SC	University of South Carolina Beaufort - Bluffton	1 University Blvd		Bluffton	29909-6085		
SC	College of Charleston - Berry Hall	162 Calhoun St	Berry Hall	Charleston	29401	843/953-1055	LIC-Aramark College/University
SC	The Citadel Military College	4 Avenue of Remembrance		Charleston	29409-	843/953-2556	LIC-Sodexo College
SC	Clemson University	201 Fernow Street	Fernow Cafe	Clemson	29631	864/656-1272	LIC-Aramark College/University
SC	Clemson University - Hendrix Student Center	Hendrix Student Ctr	720 McMillan Road	Clemson	29634-0001		
SC	University of South Carolina	1718 College St		Columbia	29208-	803/777-6222	LIC-Aramark College/University
SC	Coastal Carolina University	100 Spadoni Park Circle	Lib Jackson Student Center	Conway	29528		LIC-Aramark College/University
SC	Bob Jones University	1700 Wade Hampton Blvd	Student Center	Greenville	29614-	864/370-1800	LIC-Aramark College/University
SC	Furman University-Student Center	3300 Poinsett Hwy		Greenville	29613-	864/294-3664	LIC-Bon Appetit
SC	Greenville Memorial Hospital	701 Grove Rd		Greenville	29605-	864/455-6301	LIC-Self Op Hosp/Bus
SC	Lander University	320 Stanley Ave	Grier Student Center	Greenwood	29649-	864/388-8221	LIC-Aramark College/University
SC	Greenville-Spartanburg International Airport	1900 GSP Drive		Greer	29651-	864/360-8220	LIC-Metz
SC	Myrtle Beach International Airport	1100 Jet Port Rd		Myrtle Beach	29577-	843/839-1330	LIC-MSE Business/Industry
SC	Newberry College	2100 College St	Kaufman Dining Hall	Newberry	29108-	803/321-5151	LIC-Sodexo College
SC	Charleston Southern University	9200 University Blvd	Strom Thurmond Center	North Charleston	29406-9121		LIC-Aramark College/University
SC	Winthrop University	2020 Alumni Drive	Markley's Food Court	Rock Hill	29730	803/323-3409	LIC-Sodexo College
SC	Wofford College	429 N Church St		Spartanburg	29303-	864/597-4252	LIC-AVIF
SC	North Greenville University	7801 N Tigerville Rd	Todd Dining Center	Tigerville	29688-	864/977-7100	LIC-Aramark College/University
SD	South Dakota State University	1421 Student Union Ln	University Student Union	Brookings	57007-	605/697-2559	LIC-Aramark College/University
SD	Augustana University - Morrison Commons	2112 South Grange Avenue		Sioux Falls	57197-0001		
SD	University of South Dakota	414 E Clark St	Muenster Student Union	Vermillion	57069-2307		LIC-Aramark College/University
TN	Erlanger Health Systems	975 E 3rd St		Chattanooga	37403-	423/778-7405	LIC-Sodexo Hospital
TN	University of Tennessee-Chattanooga	615 McCallie Ave	107 University Center	Chattanooga	37403-	423/425-4200	LIC-Aramark College/University
TN	Austin Peay State University	601 College St	Morgan Center University	Clarksville	37044-	931/221-7474	LIC-Chartwells
TN	Lee University	1120 N Ocoee St		Cleveland	37311-	423/614-8587	LIC-Sodexo College
TN	Tennessee Tech University	1000 N Dixie	Roaden University Center	Cookeville	38505-0001		LIC-Chartwells

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TN	Tusculum University	60 Shiloh Rd	Niswonger Commons	Greeneville	37745-	423/787-8344	LIC-Chartwells
TN	Lincoln Memorial University	6965 Cumberland Gap Pkwy		Harrogate	37752-	423/869-3446	LIC-Chartwells
TN	Jackson-Madison County Hospital	620 Skyline Dr		Jackson	38301-	731/541-6591	LIC-Morrison's
TN	Carson Newman University	809 Ken Sparks Way	Maddox Student Activities Center	Jefferson City	37760-1404		LIC-Aramark College/University
TN	East Tennessee State University	J.L. Seehorn, Jr. Dr	DP Culp Center	Johnson City	37601	423/439-5915	LIC-Sodexo College
TN	University of Tennessee	1015 Phillip Fulmer Way		Knoxville	37996-	865/974-1552	LIC-Aramark College/University
TN	University of Tennessee - Rocky Top Building	1917 Andy Holt Ave		Knoxville	37996	865/974-6846	LIC-Aramark College/University
TN	University of Tennessee-Martin	133 Boling University Ctr		Martin	38238-	731/881-7772	LIC-Sodexo College
TN	Bethel University	325 Cherry Ave	Vera Lowe Center	Mc Kenzie	38201-	731/352-4006	LIC-Self Operated College
TN	Memphis International Airport - Terminal B	2491 Winchester Rd		Memphis	38116-3851		
TN	University of Memphis-University Center	499 University Ctr	University Center Food Court	Memphis	38152-3460		LIC-Chartwells
TN	University of Tennessee Health Science Center	910 Madison Ave	The Plaza	Memphis	38103-	901/448-3503	LIC-Self Operated College
TN	Middle Tennessee State University	1301 Main St		Murfreesboro	37132-	615/898-2675	LIC-Aramark College/University
TN	Belmont University	2000 Belmont Blvd	Graphart Center	Nashville	37212-	615/460-8363	LIC-Sodexo College
TN	Lipscomb University	1 University Park Dr	Bennett Campus Center	Nashville	37204-	615/966-6266	LIC-Sodexo College
TN	Nashville International Airport	1 Terminal Dr		Nashville	37214-4112		LIC-Delaware North
TN	Tennessee State University	3500 John A Merritt Blvd	Floyd-Payne Campus Center	Nashville	37209-	615/963-5495	LIC-Aramark College/University
TX	Abilene Christian University	216B McGlothlin Campus Ctr		Abilene	79699-	325/674-2520	LIC-Chartwells
TX	Hendrick Medical Center	1600 Pine St		Abilene	79601-	325/670-3099	LIC-Morrison's
TX	University of Texas-Arlington	300 W 1st St		Arlington	76019-	817/272-2919	LIC-Chartwells
TX	University of Texas-Austin	24th & Guadalupe	Texas Union	Austin	78713	512/475-6500	LIC-Self Operated College
TX	University of Texas-Austin-SAC	2201 Speedway	Student Activities Center	Austin	78712-	512/485-6508	LIC-Self Operated College
TX	Lamar University	4405 Jimmy Simmons Blvd	Setzer Student Center	Beaumont	77705	979/645-2602	LIC-Chartwells
TX	University of Mary Hardin - Baylor	900 College St	Student Union Building	Belton	76513-2578		LIC-Sodexo College
TX	West Texas A&M University	Jbk Student Ctr		Canyon	79016-	806/651-2715	LIC-Aramark College/University
TX	Texas A&M-SBISA	Agronomy Rd		College Station	77843-	979/845-8188	LIC-Chartwells
TX	Texas A&M University - Memorial Student Cent	275 Joe Routt Blvd	Memorial Student Center	College Station	77843-	979/845-0152	LIC-Chartwells
TX	Texas A&M - West Campus Food Hall	336 Olsen Blvd		College Station	77845	979/845-6116	LIC-Chartwells
TX	Texas A&M Commerce	2200 W Neal St		Commerce	75428	903/468-4890	LIC-Sodexo College
TX	Texas A&M Corpus Christi	6300 Ocean Dr Unit 5763		Corpus Christi	78412-	361/825-2760	LIC-Chartwells

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State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	Baylor University Medical Center	3500 Gaston Ave	J.G. LaHair @ Baylor Dallas Ed	Dallas	75246-	214/820-3215	LIC-Aramark Hospital
TX	Dallas Baptist University	3000 Mountain Creek Pkwy	Mahler Student Center	Dallas	75211-6700		LIC-Self Operated College
TX	Dallas Love Field	8008 Cedar Springs Rd		Dallas	75235-	214/301-7514	LIC-HMSHost
TX	Southern Methodist University (SMU)	3300 Dyer St # 101	Dining Services	Dallas	75275-	214/768-2367	LIC-Aramark College/University
TX	Texas Health Presbyterian Hospital - Dallas	8200 Walnut Hill Ln		Dallas	75231-	214/345-6867	LIC-Self Op Hosp/Bus
TX	Texas Woman's University	420 Administration Dr.	Student Ctr, Rm 001	Denton	76201	940/898-3665	LIC-Chartwells
TX	University of North Texas	PO Box 310877	Student Union Bldg	Denton	76203	940/369-8597	LIC-Self Operated College
TX	Dallas/Fort Worth Intl Airport (DFW) - Terminal	International Parkway	Terminal C	Dfw Airport	75261	972/973-7752	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) -Terminal I	International Parkway	Terminal D	Dfw Airport	75261	972/973-4489	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) - Terminal	International Parkway	Terminal E	Dfw Airport	75261	972/973-6430	LIC-OMDWF
TX	University of Texas - Rio Grande Valley	1201 W University Dr	Student Union Building	Edinburg	78539-	956/665-7485	LIC-Sodexo College
TX	University of Texas - El Paso	2051 Wiggins Way	El Paso Natural Gas Conference Cente	El Paso	79902	915/747-7459	LIC-Sodexo College
TX	Cook Children's Medical Center	801 7th Ave		Fort Worth	76104-	682/885-6342	LIC-Self Op Hosp/Bus
TX	Lockheed Martin	1 Lockheed Blvd	Aero Cafe	Fort Worth	76108-	817/777-2013	LIC-Eurest
TX	Texas Christian University	2901 Stadium Dr	Brown Lupton University Union	Fort Worth	76129-0001		LIC-Sodexo College
TX	Pleasure Pier	2501 Seawall Blvd		Galveston	77550-	409/766-7819	LIC-Landry's
TX	University of Texas Medical Branch	301 N University Blvd		Galveston	77555-	409/772-0074	LIC-Sodexo Hospital
TX	Houston Christian University	7502 Fondren Rd	M.D. Anderson Student Center	Houston	77074-3200		LIC-Aramark College/University
TX	Houston George Bush Inter'l Airport - Terminal	2800 N Terminal Rd	Terminal A	Houston	77032-	346/302-5013	LIC-HMSHost
TX	Houston George Bush Inter'l Airport - Terminal	2800 N Terminal Rd	Terminal B	Houston	77032-	281/233-7674	LIC-JDDA Concessions
TX	M.D. Anderson Hospital	1515 Holcombe Blvd	Box 58, Food Court	Houston	77030-	713/792-2646	LIC-Self Op Hosp/Bus
TX	One Allen Center	500 Dallas St		Houston	77002-	713/659-3800	LIC-Restaurant Innovative
TX	Pennzoil Place	711 Louisiana St Ste 100		Houston	77002-	713/505-1211	LIC-Restaurant Innovative
TX	Texas Childrens Hospital -Wallace Tower Food	6621 Fannin St	Foodcourt	Houston	77030-	832/822-0305	LIC-Morrison's
TX	Texas Medical Center	6550 Bertner Ave		Houston	77030-	713/749-0477	LIC-Aramark Business/Industry
TX	Texas Southern University	3100 Cleburne St	Sterling Student Life Center	Houston	77004-	832/309-8219	LIC-Sodexo College
TX	University of Houston-Downtown	1 Main St		Houston	77002-	713/221-8462	LIC-Chartwells
TX	University of Houston-University Center	4700 Calhoun Rd	American Cafe/Univ. Ctr., Room 121	Houston	77204-	832/842-5989	LIC-Chartwells
TX	William P. Hobby Airport	7800 Airport Blvd	International Terminal	Houston	77061-	713/644-0737	LIC-NPR
TX	Sam Houston State University	1717 Avenue J	Campus Dining Service	Huntsville	77340-	936/294-1931	LIC-Aramark College/University

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	Texas A&M University-Kingsville	1050 E Santa Gertrudis St	Memorial Student Union Building (MSU	Kingsville	78363-	361/593-4177	LIC-Aramark College/University
TX	Texas A&M International University	5201 University Blvd	Student Center Food Court	Laredo	78041-1920		LIC-Aramark College/University
TX	Covenant Medical Ctr (Methodist Hosp)	3615 19th St		Lubbock	79410-	806/725-0483	LIC-Aramark Hospital
TX	Texas Tech University	15th and Akron	Housing and Dining Services	Lubbock	79409-	806/742-4610	LIC-Self Operated College
TX	Texas Tech University - College of Business	703 Flint Ave	College of Business	Lubbock	79409-	806/742-0977	LIC-Self Operated College
TX	Texas Tech University - Sam's West	3211 18th St	Sam's Place Wiggins	Lubbock	79409-	806/742-6666	LIC-Self Operated College
TX	East Texas Baptist University	1 Tiger Dr	Ornelas Student Center	Marshall	75670-	903/934-8147	LIC-Sodexo College
TX	Stephen F. Austin University	University Center Vista Dr	Room 109	Nacogdoches	75962-	936/468-5208	LIC-Chartwells
TX	Prairie View A&M University	L.W. Minor Street	Memorial Student Center	Prairie View	77446	936/857-4326	LIC-Sodexo College
TX	University of Texas-Dallas	2601 N Floyd Rd	Founders North Building	Richardson	75080-	972/883-4769	LIC-Chartwells
TX	Angelo State University	2601 W Avenue N		San Angelo	76909-	325/944-1888	LIC-Chartwells
TX	St. Mary's University	1 Camino Santa Maria St	Student Dining Center	San Antonio	78228-	210/436-3750	LIC-Aramark College/University
TX	University of Texas-San Antonio (UTSA)	1 Utsa Cir	JPL Food Court	San Antonio	78249-	210/458-4206	LIC-Aramark College/University
TX	University of the Incarnate Word	4301 Broadway		San Antonio	78209-	210/829-6055	LIC-Sodexo College
TX	USAA Cafe H	9800 Fredericksburg Rd	McDermott Bldg., C-S-W	San Antonio	78288-	210/498-1414	LIC-Sodexo Business
TX	Texas State University	301 Student Center Dr		San Marcos	78666	512/245-9930	LIC-Chartwells
TX	ExxonMobil	22777 Springwoods Village Pkwy		Spring	77389-	281/832-7286	LIC-Eurest
TX	Tarleton State University	1451 W Jones St		Stephenville	76401-	254/968-9444	LIC-Sodexo College
TX	Tyler Junior College	1250 Magnolia Dr	New Student Resident Life Center	Tyler	75701-	903/533-5460	LIC-Aramark College/University
TX	University of Texas - Tyler	3900 University Blvd	University Center	Tyler	75799-	903/566-7074	LIC-Sodexo College
TX	University of Houston - Victoria	3006 North Ben Wilson Street		Victoria	77901	361/485-4506	LIC-Chartwells
TX	Baylor University Student Union	1311 S 5th St		Waco	76798-	254/710-1721	LIC-Aramark College/University
TX	Midwestern State University	3410 Taft Blvd	Clark Student Union	Wichita Falls	76308-	940/397-4803	LIC-Chartwells
UT	Southern Utah University	351 W University Blvd	Sharwan Smith Student Center	Cedar City	84720-	435/865-8145	LIC-Chartwells
UT	Utah Valley University	800 W University Pkwy	Sorenson Student Center	Orem	84058-	801/863-8664	LIC-Self Operated College
UT	Brigham Young University	Ernest L. Wilkinson Student Cente	Cougareat Food Court	Provo	84602-2410		LIC-Self Operated College
UT	Utah Tech University	225 S 700 E	Gardner Center	Saint George	84770-	435/652-7685	LIC-Self Operated College
VA	Virginia Tech	200 Owens Hall	Owens Dining Center	Blacksburg	24061	540/231-4901	LIC-Self Operated College
VA	University of Virginia	Alderman & McCormick Rds.		Charlottesville	22904-	434/924-7901	LIC-Aramark College/University
VA	Washington Dulles Airport - Terminal B	1 Saarinen Cir	Terminal B	Dulles	20166-7500		

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
VA	Washington Dulles International Airport	1 Saarinen Cir	Terminal D	Dulles	20166-	703/572-9800	LIC-Self Op Hosp/Bus
VA	George Mason University (SUB 1)	4400 University Dr	Student Union Building 1	Fairfax	22030-	703/993-9259	LIC-Sodexo College
VA	Longwood University	156 S South St		Farmville	23901-	434/315-0232	LIC-Aramark College/University
VA	Hampton University	Queen & Tyler St		Hampton	23668-	757/727-5218	LIC-Gourmet Services, Inc.
VA	James Madison University	Msc 902	Dining Services	Harrisonburg	22807-	540/568-7788	LIC-Aramark College/University
VA	Liberty University - Tilley	1971 University Blvd	Tilley Student Center	Lynchburg	24515-	434/582-2262	LIC-Sodexo College
VA	Christopher Newport University	1 University Pl		Newport News	23606-	757/594-7112	LIC-Self Operated College
VA	Norfolk State University	700 Park Ave		Norfolk	23504-	757/823-2114	LIC-Thompson Hosp
VA	Old Dominion University	1200 Webb Ctr		Norfolk	23529-	757/683-3218	LIC-Aramark College/University
VA	Old Dominion University - University Village	4100 Monarch Way		Norfolk	23508-	757/683-4335	
VA	Virginia State University	1 Hayden Dr	Foster Hall Student Center	Petersburg	23803-	804/687-2499	LIC-Thompson Hosp
VA	Radford University	Fairfax Street	Dalton Hall	Radford	24142	540/831-5351	LIC-Chartwells
VA	Chippenham Hospital	7101 Jahnke Rd		Richmond	23225-	804/562-4602	LIC-ARIA
VA	Richmond Financial District	1051 E Cary St		Richmond	23219-4251		
VA	Virginia Commonwealth University	900 Park Ave	VCU Dining Services	Richmond	23284-	804/828-2225	LIC-Aramark College/University
VA	Virginia Commonwealth University Health	403 N 13th St	MCV Campus	Richmond	23298-	804/628-9115	LIC-Morrison's
VA	William & Mary	249 Richmond Rd	Tribe Square	Williamsburg	23185-	757/221-3452	LIC-Sodexo College
VA	University of Virginia - Wise	1 College Ave		Wise	24293-	276/376-4123	LIC-Chartwells
WV	Fairmont State University	1201 Locust Ave	Falcon Center	Fairmont	26554-	304/367-4976	LIC-Aladdin Food Mgmt
WV	Marshall University	1 John Marshall Dr		Huntington	25755-	304/696-3329	LIC-Sodexo College
WV	West Virginia University	1550 University Ave	Mountainlair Student Center	Morgantown	26506-	304/293-0017	LIC-Sodexo College
WV	West Virginia University Health Science Center	1 Medical Center Dr		Morgantown	26506-	304/293-8271	LIC-Sodexo College
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EXHIBIT "F"

LIST OF FORMER OPERATORS

EXHIBIT "F"

Former Operators, whose franchise agreements were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year 2023 or who have not communicated with us within ten weeks of our application date:

State	City	Name (Last, First)	Current Business Phone	Last Known Home Phone
AL	Dothan	Koch, Jeffrey	Unknown	334-400-3444 (M)
AL	Tuscaloosa	Donaldson, Bryce	Unknown	205-393-6011 (M)
AR	Cabot	Grinbarg, Anthony	Unknown	501-449-2020 (M)
AR	Maumelle	Tucker, Paul, Jr.	Unknown	770-833-8559 (M)
AZ	Gilbert	Caballero, Kimberly	Unknown	480-316-5482 (M)
AZ	Phoenix	Johnson, Russell	Unknown	480-252-0925 (M)
AZ	Queen Creek	Purvis, Jason	Unknown	803-239-8888 (M)
CA	Lancaster	Lat, Natalie	Unknown	661-992-8053 (M)
CA	Los Angeles	McCutcheon, Ashley	Unknown	404-644-6339 (M)
CA	San Clemente	Baker, Erik	Unknown	949-285-1457 (M)
CO	Grand Junction	Walsh, Joseph, III	Deceased	Deceased
FL	Ocala	Machtel, Deborah	Unknown	813-360-2037 (M)
GA	Commerce	Phillips, Margaret	Unknown	770-314-5044 (M)
GA	Cumming	Ridzon, John	Unknown	678-231-9147 (M)
GA	Perry	Grossnickle, David	Unknown	478-960-4298 (M)
GA	Savannah	Williams, Vicki	Unknown	770-880-0290 (M)
IL	Chicago	Silich, Lauren	Unknown	773-354-8136 (M)
IL	Machesney Park	Wild, Erika	Unknown	815-721-2319 (M)
KS	Overland Park	Harris, Randall	Unknown	913-927-6830 (M)
LA	Jefferson	Bolden, Jules	Unknown	504-427-6290 (M)
NC	Smithfield	Dimsdale, Brian	Unknown	919-631-0738 (M)
NM	Albuquerque	Spadoni, Leonard	Unknown	505-410-2992 (M)
NM	Santa Fe	Ruse, Mark	Unknown	505-470-8294 (M)
SC	Greenville	Jordan, Douglas	Unknown	864-275-7557 (M)
TX	Longview	Puckett, Jeremy	Unknown	903-399-6374 (M)
VA	Chesapeake	Cichorz, John	Deceased	Deceased
VA	Richmond	Lighty, Jonathan	Unknown	865-806-3122 (M)

EXHIBIT "G"

STATE SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF CALIFORNIA

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*. To the extent that the Franchise Disclosure Document for use in the State of California contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The following is added as the last paragraph to the cover page of the Disclosure Document:

OUR WEBSITE 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.

2. In Item 3, "Litigation" shall be amended by the addition of the following paragraphs:

Pursuant to California law, Item 3 does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, *et seq*.) suspending or expelling such person from membership in such association or exchange.

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

4. The Item 17 table for the Franchise Agreement, item n, under the subheading "Franchisor's right of first refusal to acquire franchisee's business" shall be amended to read as follows:

n. Franchisor's right of first refusal to acquire franchisee's business	FA 21.5	We have the right of first refusal to purchase an interest in the Franchise Agreement, the Lease, the Chick-fil-A Restaurant business or in you (if you are a business entity) which is for sale and for which you claim to have received a bona fide offer to purchase. We have 60 days from our receipt of the notice of the offer to exercise our right of first refusal to purchase the interest under the same terms as those contained in the offer.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

6. The Item 17 table for the Lease and any Concession Sublicense Agreement, item n, under the subheading "Franchisor's right of first refusal to acquire franchisee's business" shall be amended to read as follows:

n. Franchisor's right of first refusal to acquire franchisee's business	Lease 14.5 Concession Sublicense Agr. 9	See item n of the table above for the Franchise Agreement.

7. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

8. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement:

The following notice is required to be inserted in this Franchise Disclosure Document by the State of California whenever an applicable provision is included in a franchise agreement. Chick-fil-A reserves the right to attempt to enforce all of the provisions listed below in which Chick-fil-A indicates that the "provision may not be enforceable under California law."

The Franchise Agreement, the Lease and any Concession Sublicense Agreement each provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning non-renewal, transfer and termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code provides rights to you concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement, the Lease or any Concession Sublicense Agreement contains a provision that is inconsistent with the law, the law will control.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement, the Lease or any Concession Sublicense Agreement, this provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires payment of liquidated damages that are inconsistent with California Civil Code Section 1671, the liquidated damages provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, this provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires that it be governed by a state's law, other than the State of California, this provision may not be enforceable under California law.

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.

9. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional and any other requirements of the California law applicable to the provision are met independent of and without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional or any other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 24.1(1)(e) of the Franchise Agreement, under the heading entitled "Termination," and Section 10.1 of the Lease, under the heading entitled "Default," shall be supplemented by the addition of the following language:

> The Franchise Agreement and the Lease each provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

2. Section 2 of the Franchise Agreement, under the heading entitled "Term and Additional Businesses," Section 24 of the Franchise Agreement, under the heading entitled "Termination," Section 2 of the Lease entitled "Site, Term and Use," Section 10 of the Lease entitled "Default, Termination and Remedies," Section 4 of any Concession Sublicense Agreement entitled "Term; Termination," and Section 7 of any Concession Sublicense Agreement entitled "Default; Termination and Expiration," shall be supplemented by the addition of the following language:

> California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchise concerning non-renewal, transfer and termination of the Franchise Agreement, the Lease(s) and any Concession Sublicense Agreement. The Federal Bankruptcy Code provides rights to the Franchise concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code also provides rights to the Franchise concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement, the Lease and any Concession Sublicense Agreement contains a provision that is inconsistent with the law, the law will control.

3. Section 19 of the Franchise Agreement, under the heading entitled "Competition," shall be supplemented by the addition of the following language:

> The Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement. This provision may not be enforceable under California law.

4. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and

remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

5. Section 24.3 of the Franchise Agreement, under the heading entitled "Termination," and Section 11 of the Lease, under the heading entitled "Holdover," shall be supplemented by the addition of the following language:

The Franchise Agreement contains a liquidated damages provision. Under California Civil Code Section 1671, certain liquidated damages provisions are unenforceable. The liquidated damages provision contained in the Franchise Agreement may not be enforceable under California law.

6. Section 21 of the Franchise Agreement, under the heading entitled "Transferability of Interest" shall be supplemented by the addition of the following section:

21.5 Notwithstanding anything to the contrary in this Agreement, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations and/or the Sites or in any approved transferee business entity that has been expressly appointed and named by Chick-fil-A as the franchised Operator under this Agreement, then in the event the Operator or, as applicable, the Operator-Owner, claims to receive or receives a bona fide offer deemed acceptable from a third party to purchase the legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations and the Sites or in any approved transferee business entity or any portion thereof, Chick-fil-A shall have a right of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document. The Operator or, as applicable, the Operator-Owner, shall provide Chick-fil-A with a fully-executed copy of the offer or purchase and sale document (including any exhibits or referenced documents) for the proposed sale, which shall expressly be subject to Chick-fil-A's right of first refusal, and Chick-fil-A shall have 60 days from receipt to give notice to the Operator or, as applicable, the Operator-Owner, whether Chick-fil-A is exercising its right of first refusal, provided that Chick-fil-A may substitute cash for any form of payment proposed in such offer. Chick-fil-A may purchase the interest itself or assign its right without recourse to a nominee, including its affiliate or a franchisee, who will purchase the interest directly from the Operator or, as applicable, the Operator-Owner. Chick-fil-A or its nominee, if applicable, shall have not less than 30 days after Chick-fil-A's acceptance of the offer to consummate the transaction. Chick-fil-A's election not to exercise its right of first refusal as to any offer does not constitute consent to any proposed transfer. If Chick-fil-A does not exercise this right of first refusal, the offer may be accepted by the Operator or, as applicable, the Operator-Owner, subject to the prior written approval of Chick-fil-A, only as provided in the Guidelines, including any then current Operator selection and approval policy and any of Chick-fil-A's other then-current policies, procedures, programs, and other standards and specifications. Nothing contained in this Section 21.5 shall in any way be deemed to impair Chick-fil-A's sole and exclusive business judgment in considering, approving or disapproving any request to transfer or assign the interest. If the Operator or, as applicable, the Operator-Owner, does not accept the offer within 90 days of the date of the

offer and thereafter close within 30 days after acceptance, or modifies the offer or terms of sale in any way, the offer or purchase and sale document, as modified if applicable, must be resubmitted to Chick-fil-A and Chick-fil-A will again have 60 days to exercise the right of first refusal. Chick-fil-A's failure to exercise its right of first refusal shall not be deemed a waiver of future rights of first refusal. Any transfer or assignment or attempted transfer or assignment of the interest other than a transfer or assignment to any approved transferee business entity pursuant to the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26, without first giving Chick-fil-A the right of first refusal described in this Section 21.5 shall be void and of no force or effect.

7. Section 14.5 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment" shall be supplemented by the addition of the following language:

Notwithstanding anything to the contrary in this Agreement, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this agreement or the Operator's estate or interest in this agreement or in the Site or in the Operator (if Operator is an entity), Chick-fil-A shall have a right of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document pursuant to Section 21.5 of the Franchise Agreement.

8. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

10. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

11. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

12. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

13. Section 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.10 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

> The Franchise Agreement, the Lease and any Concession Sublicense Agreement each requires litigation to be conducted in a forum other than the State of California. This provision may not be enforceable under California law.

14. Section 28.9 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.8 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

> The Franchise Agreement, the Lease and any Concession Sublicense Agreement each requires that it be governed by a state's law, other than the State of California. This provision may not be enforceable under California law.

15. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

> **28.19 No Statement, Questionnaire, or Acknowledgement.** 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.

16. Notwithstanding the contents of this Amendment, Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement, the Lease and any Concession Sublicense Agreement listed above in which the parties have indicated that the "provision may not be enforceable under California law."

17. The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement, the Lease and any Concession Sublicense Agreement shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the California law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Hawaii shall be amended as follows:

1. The Risk Factors on the State Cover Page of the Disclosure Document are supplemented by adding the following:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. Item 17 is supplemented by adding the following at the end:

No release language in the Franchise Agreement, the Lease or any Concession Sublicense Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

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. Item 20 is supplemented by adding the following at the end:

The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws:

A. This proposed registration is on file or will shortly be on file and effective in the following states: Michigan, Minnesota, South Dakota, Washington and Wisconsin.

B. The registration is exempt from the registration requirements of the following states: California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, and Virginia.

C. States which have refused, by order or otherwise, to register these franchises: None

D. States which have revoked or suspended the right to offer the franchises: None.

E. States in which the proposed registration of these franchises has been withdrawn: None

6. Each provision of this Hawaii Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Franchise Investment Law of Hawaii is met independently without reference to this Hawaii Addendum.

AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE REQUIRED BY THE STATE OF HAWAII

In recognition of the requirements of Hawaii law, including the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not

appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

4. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will

bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

8. The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement, the Lease and any Concession Sublicense Agreement shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the Hawaii law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Hawaii Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Illinois shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 shall be supplemented by adding the following language at the end:

The conditions under which your Franchise Agreement and Lease (and any Concession Sublicense Agreement) can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Operator's rights upon non-renewal regarding repurchase may be affected by Illinois law, 815 ILCS 705/20. In the event that Chick-fil-A does not renew the Franchise Agreement, Chick-fil-A will compensate the

> Operator either by repurchase or by other means for the diminution in value of the franchised business caused by the expiration of the Franchise Agreement, if Chick-fil-A is required to do so by Illinois law, 815 ILCS 705/20.
>
> 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.

4. The Item 17 provision, item v., entitled "Choice of forum" shall be amended for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement so that it reflects that litigation must occur in the state of Illinois.

5. The Item 17 provision, item w., entitled "Choice of law" shall be supplemented for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement by the following language:

> This provision may not be enforceable under Illinois law. Illinois law will apply to all claims arising under the Illinois Franchise Disclosure Act of 1987.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC.
FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement, Sections 2 and 10 of the Lease and Sections 4 and 7 of any Concession Sublicense Agreement shall be supplemented by the following language:

> If any of the provisions of this Section concerning termination or non-renewal are inconsistent with Sections 19 or 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

3. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

4. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-

A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will

bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

8. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement:

> This Agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, the choice of law in this Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease or Section 9 of any Concession Sublicense Agreement, as applicable, shall be void with respect to any cause of action arising under the Illinois Franchise Disclosure Act of 1987.

9. Section 28.10 of the Franchise Agreement and Section 14.10 of the Lease shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement:

> The parties hereto agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in litigation, the state and federal courts located in the state of Illinois shall have jurisdiction to hear and decide such matters, and each party hereby submits to the jurisdiction of such courts. The parties further acknowledge and agree that such courts are convenient forums for the litigation of any controversy or claim which may arise out of or relating to this Agreement and that those courts shall have exclusive jurisdiction for such litigation arising under the Illinois Franchise Disclosure Act of 1987.

10. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

> **28.19 <u>No Statement, Questionnaire, or Acknowledgement</u>.** 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.

11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following language:

> Neither Chick-fil-A nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.
>
> Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency.

2. Item 12, "Territory," shall be supplemented by the addition of the following language:

> Chick-fil-A will not compete unfairly with the Operator within a reasonable area of your Chick-fil-A Restaurant.

3. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, items b and c, under the subheadings entitled "Renewal or extension of term" and "Requirements for franchisee to renew or extend," shall be supplemented by the addition of the following language:

> Indiana State Code 23-2-2.7-1(5) deems it unlawful for the Operator to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Chick-fil-A from liability imposed by Indiana State Code 23-2-2.7.

4. The Item 17 table for the Franchise Agreement, item r, under the subheading entitled "Non-Competition covenants after the franchise is terminated or expires," shall be supplemented by the addition of the following language:

> The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits Chick-fil-A from prohibiting the Operator from competing for a period longer than 3 years or in an area greater than the exclusive area, if any, contained in the Franchise Agreement.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

6. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

7. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v, under the subheading entitled "Choice of forum," shall be amended by the addition of the following language:

> The requirement under the Franchise Agreement, the Lease and any Concession Sublicense Agreement that litigation be conducted in a forum other than the State of Indiana may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

8. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w, under the subheading entitled "Choice of law" shall be amended by the addition of the following language:

> The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

9. Item 17 is supplemented by adding the following at the end:

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.

10. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Franchise Disclosure Document.

AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENTAND LEASE
REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading entitled "Term and Additional Businesses," Section 2.3 of the Lease, under the heading "Term," and Section 4(a) of any Concession Sublicense Agreement, under the heading "Term; Termination," shall be supplemented by the addition of the following language:

> Chick-fil-A will not refuse to renew the Franchise Agreement, the Lease or any Concession Sublicense Agreement without good cause.

2. Section 4.3 of the Franchise Agreement, under the heading entitled "Business Operation," shall be supplemented by the addition of the following language:

> Chick-fil-A will not compete unfairly with the Operator within a reasonable area of the Operator's franchised Chick-fil-A Restaurant businesses.

3. Section 22.1 of the Franchise Agreement, under the heading "Remedies," Section 10.5 of the Lease, under the heading "Irreparable Harm," and Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment," are supplemented by adding the following sentence at the end:

> Any reservation of rights by Chick-fil-A to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). The Operator cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights by the Operator with regard to this Agreement is prohibited to the extent required under IC 23-2-2.7-1(5).

4. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as

applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

5. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following:

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

6. Section 27 of the Franchise Agreement, under the heading "Indemnification", Section 12.1 of the Lease, under the heading "Indemnification," and Section 10 of any Concession Sublicense Agreement, under the heading "Indemnification and Waiver," are supplemented by adding the following sentence at the end:

> In no event will this indemnification apply to liability caused by your proper reliance on or use of procedures or materials provided by Chick-fil-A or because of Chick-fil-A's negligence.

7. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

> 14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties.

Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

9. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

10. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

11. Section 28.9 of the Franchise Agreement, under the heading entitled "General Provisions," and Section 14.8 of the Lease, under the heading entitled "General Provisions," and Section 9 of any

Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

> If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires that it be governed by a state's laws other than the State of Indiana, to the extent that such laws conflict with the Indiana Deceptive Franchises Practices Act and the Indiana Franchises Act, the Acts will control.

12. Section 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.10 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

> If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

13. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

> **28.19 No Statement, Questionnaire, or Acknowledgement.** 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.

14. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practice Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Maryland shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The sentences in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v, under the subheading entitled "Choice of forum" shall be supplemented by the addition of the following language:

> If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under Section 14-216(c)(25) of the Maryland

Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

4. The sentences in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w, under the subheading entitled "Choice of law" shall be supplemented by the addition of the following language: Choice of law

> If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 17 is supplemented by adding the following at the end:

> 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.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC.
FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with

the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

Nothing in the Franchise Agreement, the Lease, any Concession Sublicense Agreement, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

4. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

Nothing in the Franchise Agreement, the Lease, any Concession Sublicense Agreement, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this

Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

Nothing in the Franchise Agreement, the Lease, any Concession Sublicense Agreement, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

6. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights the Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. Section 28.10 of the Franchise Agreement, Section 14.10 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights the Operator may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following. Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 <u>No Statement, Questionnaire, or Acknowledgement</u>. 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.

10. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the "Minnesota Franchise Act"), the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

> CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties' trademarks. The Franchise Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties' trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the Franchise Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the Franchise Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your Franchise Agreement, you must immediately cease all use of the trademarks.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provisions in item b entitled "Renewal or extension of the term," item e entitled "Termination by franchisor without cause," and item f entitled "Termination by franchisor with cause":

> The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal. If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement, the Lease and/or any Concession Sublicense Agreement will be superseded by the Minnesota Franchise Act's requirements and shall have no force or effect.

5. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provision in item w entitled "Choice of law":

> If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document require(s) 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 the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

6. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provision in item v entitled "Choice of forum":

> If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

7. Item 17 shall be amended by the addition of the following language at the end of the item:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or 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.

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.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules. §§ 2860.0100 through 2860.9930 (collectively, the "Minnesota Franchise Act"), the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement, under the headings entitled "Term and Additional Businesses" and "Termination," Sections 2 and 10 of the Lease entitled "Site, Term and Use," and "Default, Termination and Remedies," and Sections 4 and 7 of any Concession Sublicense Agreement entitled "Term; Termination," and "Default; Termination and Expiration," shall be supplemented by the addition of the following language:

> The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of the Franchise Agreement. If the Franchise Agreement, the Lease or any Concession Sublicense Agreement contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement, the Lease and/or any Concession Sublicense Agreement will be superseded by the Minnesota Franchise Act's requirements and shall have no force or effect.

2. Section 20.3 of the Franchise Agreement, under the heading entitled "Use of the Marks," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

> 20.3. CFA Properties and Chick-fil-A shall have the sole and exclusive right, in their sole business judgment, to protect and defend the Marks at their own expense. The Operator agrees to cooperate with CFA Properties and Chick-fil-A in the defense and protection of the Marks and shall promptly and fully advise Chick-fil-A of all knowledge the Operator has concerning any use of a trade name, trademark or other mark that may infringe upon any of the Marks. Chick-fil-A agrees to defend the Operator against any third-party claim, suit, or demand arising out of the Operator's use of the Marks. If Chick-fil-A, in its sole business judgment, determines that the Operator has used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Chick-fil-A. If Chick-fil-A, in its sole business judgment, determines that the Operator has not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by the Operator.

3. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

5. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

> 14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached,

and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. Section 28.9 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.8 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

> If the Franchise Agreement or the Lease or any Concession Sublicense 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 the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

10. Section 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," Section 14.10 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented by the addition of the following language:

> If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

11. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

> **28.19 No Statement, Questionnaire, or Acknowledgement.** 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.

12. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A 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 FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE 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, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE 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 FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3, "Litigation," shall be amended by adding the following at the end:

Except as provided above, with regard to the franchisor, its predecessor, a parent or an affiliate who induces franchise sales by promising to back the franchisor financially or otherwise guarantees the franchisor's performance, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for

registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," shall be amended by adding the following at the end:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the ten-year period immediately preceding the date of this Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge for its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 13, "Trademarks," shall be amended by the addition of the following language at the end of the second paragraph following the table of CFA Properties' trademarks, following the sentence:

Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

5. Item 5, "Initial Franchise Fee," shall be amended by the addition of the following language at the end:

The initial franchise fee may, in part, be profit to us, and constitutes part of our general operating funds and will be used as such in our business judgment.

6. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement item d under the heading entitled "Termination by franchisee," shall be supplemented by the addition of the following language at the end in the summary

You may terminate the Franchise Agreement and the Lease upon any grounds available by law.

7. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item j under the heading entitled "Assignment of contract by franchisor," shall be supplemented by the addition of the following language at the end in the summary:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under the Franchise Agreement and the Lease.

8. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item c under the heading entitled "Conditions for franchisor approval of transfer," and item m under the heading entitled "Conditions for franchisor approval of transfer" shall be supplemented by the addition of the following language at the end in the summary:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

9. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item q under the heading entitled "Non-competition covenants during the term of the franchise" shall be supplemented by the addition of the following paragraph at the end in the summary:"

You acknowledge that any violation of the terms of the covenants not to compete would result in irreparable injury to Chick-fil-A for which no adequate remedy of law may be available, and you accordingly agree that Chick-fil-A may seek an injunction prohibiting any conduct by you in violation of the terms of the covenant not to compete.

10. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

11. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

12. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v under the heading entitled "Choice of forum" and item w under the heading entitled "Choice of law" " shall be supplemented by the addition of the following language at the end in the summary:

> The above choice of law should not be considered a waiver of any right conferred upon Chick-fil-A or upon you by Article 33 of the General Business Law of the State of New York, Article 33.

13. Item 17 is supplemented by adding the following at the end:

> 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.

14. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Addendum to the Franchise Disclosure Document.

AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do agree as follows:

1. Section 11 of the Franchise Agreement, under the heading "Standards of Cleanliness, Sanitation and Business Conduct," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Franchise Agreement:

> Revisions to the manuals shall not unreasonably affect the Operator's obligations, including economic requirements, under this Agreement.

2. Section 21.4 of the Franchise Agreement, under the heading "Transferability of Interest," shall be supplemented by the following language, which shall be considered an integral part of the Franchise Agreement:

> However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under this Agreement.

3. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

5. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the

Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. Section 28.9 of the Franchise Agreement, under the heading "General Provisions," and Section 14.8 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented as follows:

This Agreement/Lease shall be interpreted and construed under the laws relating to the construction and interpretation of contracts of the State of Georgia, without regard to any conflict of law statute or doctrine applicable in the State of Georgia, except that the above choice of law should not be considered a waiver of any right conferred upon the Operator by the General Business Law of New York State, Sections 680-695.

10. Section 27 of the Franchise Agreement, under the heading "Indemnification," and Section 12.1 of the Lease, under the heading "Indemnification Waiver," and Section 10 of any Concession Sublicense Agreement, under the heading "Indemnification and Waiver," shall be supplemented as follows:

Notwithstanding the above, you shall indemnify Chick-fil-A and hold Chick-fil-A harmless from liabilities resulting from your breaches and civil wrongs only.

11. Section 28 of the Franchise Agreement, under the heading "General Provisions," Section 14 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment," shall be supplemented by adding the following as subsection 28.19,d 14.17 and 9(a), respectively:

> To the extent that the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sign a release or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action that would violate New York law, including New York General Business Law, Article 33, Sections 680 – 695, or a rule or order under the law, the release or acknowledgment of fact will be void with respect to claims arising under New York law. All rights the Operator enjoys and any causes of action arising in the Operator's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under the law remain in force, it being the intent that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

12. The following is added as a new Section 28.20 to the Franchise Agreement, under the heading entitled "General Provisions":

> **28.19 No Statement, Questionnaire, or Acknowledgement.** 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.

13. Each provision of this Amendment to the Franchise Agreement and Lease and any Concession Sublicense Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Prospective Franchisees of Chick-fil-A, Inc. for use in the State of North Dakota shall be amended to include the following:

1. The Item 17 table item r, the provision entitled "Non-competition covenants after the franchise is terminated or expires" for the Franchise Agreement shall be supplemented with the following language:

> The North Dakota Franchise Investment Law has a statute which limits Chick-fil-A's ability to restrict your activity after the Franchise Agreement has ended. N.D. Cent. Code § 9-08-06.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. The Item 17 table item v, the provision entitled "Choice of forum" for the Franchise Agreement and the Lease and any Concession Sublicense Agreement shall be amended so that it reflects that there is no such provision contained in the Franchise Agreement, the Lease or any Concession Sublicense Agreement for use in North Dakota.

5. The Item 17 table item w, the provision entitled "Choice of law" for the Franchise Agreement and the Lease and any Concession Sublicense Agreement shall be supplemented by the following language:

> This provision may not be enforceable under North Dakota law. North Dakota law will apply to all claims arising under the North Dakota Franchise Investment Law.

6. Item 17 is supplemented by adding the following at the end:

> 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.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation,

warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

4. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. Section 28 of the Franchise Agreement, under the heading "General Conditions," Section 14 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be supplemented with the following language:

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages, or any provision that provides that parties waive their right to a jury trial are generally unenforceable under North Dakota law.

8. Section 28.9 of the Franchise Agreement, under the heading "General Conditions," and Section 14.8 of the Lease, under the heading "General Provisions," shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment":

This agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this choice of law provision of this Section shall be void with respect to any cause of action arising under the North Dakota Franchise Investment Law.

9. Section 28.10 of the Franchise Agreement, under the heading "General Conditions," and Section 14.10 of the Lease, under the heading "General Provisions," shall be deleted in their entirety, and shall have no force or effect. Section 9 of any Concession Sublicense Agreement, under the heading entitled "Compliance with Franchise Agreement and the Assignment," shall be amended by deleting the following phrases: "**and a Georgia forum**" " and subsection 28.10" in the second sentence.

10. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document for Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Rhode Island shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The sentence in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v under the subheading entitled "Choice of forum," shall be supplemented by the addition of the following language:

> § 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."

4. The sentence in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w under the subheading entitled "Choice of law," shall be supplemented by the addition of the following language:

> § 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."

5. Item 17 is supplemented by adding the following at the end:

> 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.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC.
FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer,

employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

4. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

> If the Franchise Agreement or Lease or any Concession Sublicense Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with the Rhode Island Franchise Investment Act, it is void under Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

8. Section 28.10 of the Franchise Agreement, Section 14.10 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

> If the Franchise Agreement or Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under the Rhode Island Franchise Investment Act, Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

> **28.19 <u>No Statement, Questionnaire, or Acknowledgement</u>.** 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.

10. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement and Lease in duplicate as of the date first above written.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of South Dakota shall be amended as follows:

1. The "Summary" section in Item 17(q), entitled "Non-competition covenants during term of the franchise" and Item 17(r) entitled "Non-competition covenants after the franchise is terminated or expires", for the Franchise Agreement, are amended by the addition of the following language:

> Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. Item 17 is supplemented by adding the following at the end:

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. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement listed above that may not be enforceable under South Dakota law.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 19.2 of the Franchise Agreement, under the heading entitled "Competition," shall be supplemented by the addition of the following language:

> The Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Franchise Agreement. This provision may not be enforceable under South Dakota law.

2. Chick-fil-A reserves the right to attempt to enforce Section 19.2 of the Franchise Agreement listed above even though it may not be enforceable under South Dakota law.

3. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

5. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise

Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

10. Each provision of this Amendment shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this South Dakota Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Virginia shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 of the Franchise Disclosure Document is supplemented by adding the following at the end:

> 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.

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.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF VIRGINIA

In recognition of the requirements of Virginia law, including the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

> 28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-

A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

4. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this

Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

8. The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement, the Lease and any Concession Sublicense Agreement shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the Virginia law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Virginia Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the Franchise Disclosure Document for Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Washington shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 shall be supplemented with the following language:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of

arbitration or mediation. 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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or 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 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.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading "Term and Additional Businesses", Section 24.8 of the Franchise Agreement, under the heading entitled "Termination," Section 2.3 of the Lease, under the heading "Term," Section 10.2 of the Lease, under the heading "Default, Termination and Remedies," Section 4 of the Concession Sublicense Agreement under the heading "Term; Termination," and Section 7 of any Concession Sublicense Agreement under the heading "Default; Termination and Expiration," shall be amended by adding the following language at the end of the Section:

> RCW 19.100.180 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.

2. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

3. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

4. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this

Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

8. Sections 28.9 and 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," Sections 14.8 and 14.10 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment," shall be amended by adding the following language at the end of each Section:

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. 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 will prevail.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 <u>No Statement, Questionnaire, or Acknowledgement</u>. 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.

10. Section 21.2 of the Franchise Agreement, under the heading entitled "Transferability of Interest," Section 14.5 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment," shall be amended by adding the following language at the end of each Section:

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

11. Sections 20.1, 20.2 and 20.3 of the Franchise Agreement, under the heading entitled "Competition," shall be amended by adding the following language at the end of each Section:

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.

12. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Wisconsin shall be amended as follows:

1. Item 17, item b, under the subheading entitled "Renewal or extension of term," for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

> Automatically extended for one year periods unless written notice is given at least ninety (90) days prior to the end of the existing term by either party. Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. Item 17, item c, under the subheading entitled "Requirements for franchisee to renew or extend," for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

> Automatic renewal unless you or Chick-fil-A give written notice of nonrenewal at least ninety (90) days prior to the end of the existing term. Chick-fil-A will not refuse to renew the Franchise Agreement and the Lease or any Concession Sublicense Agreement without good cause.

3. Item 17, item e, under the subheading entitled "Termination by franchisor without cause," for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

> Chick-fil-A can terminate you upon 90 days prior written notice to you. Chick-fil-A can also terminate you immediately upon notice to you and payment of the greater of $1,000 or an amount determined by a formula, or within the first 90 days of the term without notice or any payment, upon termination of the lease or any concession agreement for the site or upon your death. We will not terminate you without good cause.

4. Item 17, item i, under the subheading entitled "Franchisee's obligations on termination/nonrenewal," for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be supplemented with the addition of the following language at the conclusion of the item:

> Upon termination of the Franchise Agreement by Chick-fil-A, at your option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademarks sold by Chick-fil-A to you for resale under the Franchise Agreement.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

CHICK-FIL-A, INC.
WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE FRANCHISEES

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

6. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

7. Item 17 is supplemented by adding the following at the end:

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.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement under the headings entitled "Term and Additional Businesses" and "Termination," and Sections 2 and 10 of the Lease entitled "Site, Term and Use," and "Default, Termination and Remedies," and Sections 4 and 7 of any Concession Sublicense Agreement entitled "Term; Termination," and "Default; Termination and Expiration," shall be supplemented by the addition of following language:

Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. The thirty (30) days' written notice provisions in Section 2.2 of the Franchise Agreement, Section 2.3 of the Lease and Section 4(a) of any Concession Sublicense Agreement and the forty-five (45) days' written notice provision in Section 2.3 of the Lease and Section 4(a) of the Concession and Sublicense Agreement shall be changed to require ninety (90) days' written notice instead.

3. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

> The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 24.2 of the Franchise Agreement shall be replaced in its entirety by the following language:

> Either Chick-fil-A or the Operator may terminate the Franchise Agreement as to one or more of the Businesses upon ninety (90) days' prior written notice to the other. Chick-fil-A will not terminate the Franchise Agreement without good cause.

5. Section 24 of the Franchise Agreement shall be supplemented by the addition of the following language at the conclusion of the Section:

24.9. Upon termination of the Franchise Agreement by Chick-fil-A, at the Operator's

option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademark sold by Chick-fil-A to the Franchise for resale under the Franchise Agreement.

5. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

6. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

> 12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

9. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

> Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

10. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

> **28.19 <u>No Statement, Questionnaire, or Acknowledgement</u>.** 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.

11. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Wisconsin Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.	OPERATOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT "H"

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	March 31, 2024
Hawaii	Pending
Illinois	March 31, 2024
Indiana	March 31, 2024
Maryland	March 31, 2024
Michigan	March 31, 2024
Minnesota	Pending
New York	March 31, 2024
North Dakota	March 31, 2024
Rhode Island	March 31, 2024
South Dakota	March 31, 2024
Virginia	Pending
Washington	Pending
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.

EXHIBIT "I"

RECEIPTS

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 Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York requires that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A give you this Disclosure Document at least 10 business days before the execution of the Franchise Agreement or any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Chick-fil-A 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 appropriate state agency.

The franchisor is: Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, 2024

The names, principal business address and telephone number of each franchise seller for this offering: Chick-fil-A, Inc., Oscar Shepherd, Jr. and _____; 5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Operators dated March 31, 2024, that included the following Exhibits:

EXHIBIT "A"	List of State Agencies/Agents for Service of Process
EXHIBIT "B"	Franchise Agreement
EXHIBIT "B-1"	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT "B-2"	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT "C"	Consolidated Financial Statements of Chick-fil-A, Inc.
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "E"	List of Operator Restaurants, Chick-fil-A Operated Restaurants, and Licensed Units
EXHIBIT "F"	List of Former Operators
EXHIBIT "G"	State Specific Addenda and Agreement Amendments
EXHIBIT "H"	State Effective Dates
EXHIBIT "I"	Receipts

_____ _____

Date Operator

Print Name: _____

Please sign and date this page and retain this page in your possession as part of your records.

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 Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York requires that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A give you this Disclosure Document at least 10 business days before the execution of the Franchise Agreement or any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Chick-fil-A 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 appropriate state agency.

The franchisor is: Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, 2024

The name, principal business address and telephone number of each franchise seller for this offering: Chick-fil-A, Inc., Oscar Shepherd, Jr. and _____; 5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Operators dated March 31,2024, that included the following Exhibits:

EXHIBIT "A"	List of State Agencies/Agents for Service of Process
EXHIBIT "B"	Franchise Agreement
EXHIBIT "B-1"	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT "B-2"	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT "C"	Consolidated Financial Statements of Chick-fil-A, Inc.
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "E"	List of Operator Restaurants, Chick-fil-A Operated Restaurants, and Licensed Units
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EXHIBIT "G"	State Specific Addenda and Agreement Amendments
EXHIBIT "H"	State Effective Dates
EXHIBIT "I"	Receipts

_____ _____

Date Operator

Print Name: _____

Please remove this page, sign and date this page, and return this page within 48 hours after you receive this Disclosure Document to Operator Selection Team, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998