


## FRANCHISE DISCLOSURE DOCUMENT

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|  <p><b>FIREHOUSE<br/>SUBS</b></p> <p>FOUNDED BY FIREMEN</p> | <p><b>FIREHOUSE OF AMERICA, LLC</b><br/>a Florida limited liability company<br/>12735 Gran Bay Parkway, Suite 150<br/>Jacksonville, Florida 32258<br/>(904) 886-8300</p> <p>e-mail address: <a href="mailto:franchising@firehousesubs.com">franchising@firehousesubs.com</a><br/><a href="http://www.firehousesubs.com">www.firehousesubs.com</a><br/><a href="http://www.facebook.com/firehousesubs">www.facebook.com/firehousesubs</a></p> |
|--|--|

The franchise is for the establishment and operation of a restaurant which offers and serves large-portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price under the FIREHOUSE SUBS® trade name and business system (a “FIREHOUSE SUBS® Restaurant” or “Restaurant”).

The total investment necessary to begin operation of a single FIREHOUSE SUBS® Restaurant ranges from ~~\$94,783~~92,255 to ~~\$1,006,366~~824,846. These totals include the following amounts in Item 5 that must be paid to us or our affiliates: an initial franchise fee of \$20,000; the fee for a mural ranges from \$3,000 to ~~\$4,700~~4,600; and the MIS System Fee ranges from \$100 to \$1,200. If you sign an Area Development Agreement (the “**Development Agreement**”), you will also pay a Development Fee equal to \$10,000 times the number of Restaurants to be developed. The portion of the Development Fee allocable to each Restaurant (which is \$10,000 for each Restaurant) will be credited against the initial franchise fee for that Restaurant. The total investment necessary to develop from 2 to 6 Restaurants is ~~\$1,064,366~~104,255 to ~~\$1,064,366~~892,846.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and Development 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 disclosure in different formats, contact Greg Delks, 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258; (904) 606-~~5145~~5145.

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 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 877-FTC-HELP, or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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.

Date of Issuance: ~~March 24, 2017~~April 10, 2018

## STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit "R" for information about the franchisor or about franchising in your state.

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

Please consider the following RISK FACTORS before you buy this franchise.

1. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN FLORIDA AND BY LITIGATION ONLY IN FLORIDA. OUT OF STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA AND TO SUE US IN FLORIDA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE FRANCHISE AGREEMENT AND THE DEVELOPMENT AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW; YOU MAY WANT TO COMPARE THESE LAWS.
3. WE AND OUR AFFILIATES MAY ESTABLISH FIREHOUSE SUBS RESTAURANTS AND OTHER FOOD SERVICE FACILITIES ANYWHERE, AND MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARK, IN COMPETITION WITH THE FRANCHISE.
- ~~4. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN YOUR STATE INCLUDING, BUT NOT LIMITED TO, A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.~~
4. ~~5.~~ YOUR SPOUSE MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT. THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
5. ~~6.~~ THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

(SEE EXHIBIT "T" FOR STATE SPECIFIC ADDENDA AND RIDERS)  
(FOR STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS, SEE EXHIBIT "R")

## EFFECTIVE DATES

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

| STATE        | EFFECTIVE DATE   |
|--------------|--|
| California   | Registered Effective: <del>—</del> , <del>2017</del> <u>2018</u>                                   |
| Hawaii       | N/A  |
| Illinois     | Registered Effective: <del>April 7, 2017</del> , <del>—</del> , <u>2018</u>                        |
| Indiana      | Registered Effective: August <del>26, 23, 2016</del> <u>2017</u>                                   |
| Maryland     |  |
| Michigan     | Registered Effective July 23, <del>2016</del> <u>2017</u>  |
| Minnesota    | Registered Effective: <del>—</del> , <del>2017</del> <u>2018</u>                                   |
| New York     | Registered Effective: <del>—</del> , <del>2017</del> <u>2018</u>                                   |
| North Dakota | Registered Effective: <del>April 13, 2017</del> , <del>—</del> , <u>2018</u>                       |
| Rhode Island | Registered Effective: <del>—</del> , <del>2017</del> <u>2018</u>                                   |
| South Dakota | Registered Effective: July 28, <del>2016</del> <u>2017</u>   |
| Virginia     | Registered Effective: <del>—</del> , <del>2017</del> <u>2018</u>                                   |
| Washington   | Registered Effective: <del>—</del> , <del>2017</del> <u>2018</u>                                   |
| Wisconsin    | Registered Effective: <del>March 27, 2017, amended-<br/>March 31, 2017</del> <u>April 13, 2018</u> |

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS  
THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE  
FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE  
PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

1. Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

2. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

3. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

4. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

5. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

6. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(a) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

7. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

8. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise  
G. Mennen Williams Building  
525 West Ottawa, 1st Floor  
Lansing, Michigan 48909  
Telephone Number: (517) 373-7117

**FIREHOUSE SUBS® RESTAURANTS FRANCHISE DISCLOSURE DOCUMENT**

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**EXHIBIT**

|                    |   |
|--------------------|---|
| Exhibit A          | Financial Statements  |
| Exhibit B          | Application and Deposit Agreement   |
| Exhibit C          | Franchise Agreement   |
| Exhibit D          | Area Development Agreement  |
| Exhibit E-1        | <a href="#"><u>NE Growth Incentive Addendum to Area Development Agreement</u></a>                                 |
| Exhibit E-2        | <a href="#"><u>NE Growth Incentive Amendment to Area Development Agreement for Existing Developers</u></a>        |
| <u>Exhibit E-3</u> | <u><a href="#"><u>MW Growth Incentive Addendum to Area Development Agreement</u></a></u>                          |
| <u>Exhibit E-4</u> | <u><a href="#"><u>MW Growth Incentive Amendment to Area Development Agreement for Existing Developers</u></a></u> |
| Exhibit F          | Conditional Assignment of Telephone Numbers and Listings  |
| Exhibit G          | Addendum to Lease Agreement   |
| Exhibit H          | Manual Table of Contents  |
| Exhibit I          | Principal Owner's Guaranty  |
| Exhibit J          | Principal Owner's Statement   |
| Exhibit K          | Articles of Incorporation for Firehouse Subs Market Fund, Inc.  |
| Exhibit L          | Amended and Restated Bylaws of Firehouse Subs Market Fund, Inc.   |
| Exhibit M          | Form of Membership Agreement for Firehouse Subs Market Fund, Inc.   |
| Exhibit N          | Form of Equipment Leasing Financing Documents   |
| Exhibit O          | Information Regarding Area Representatives and Field Consultants  |
| Exhibit P          | List of Franchise Owners  |
| Exhibit Q          | List of Franchisees Who Have Left the System  |
| Exhibit R          | List of State Agencies/Agents for Service of Process  |
| Exhibit S          | Franchise Compliance Certificate  |
| Exhibit T          | State Specific Addenda and Riders   |
| Exhibit U          | Receipt of Franchise-Related Documents  |
| Exhibit V          | Receipts  |

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

**The Franchisor and any Parents, Predecessors, and Affiliates**

The Franchisor is **FIREHOUSE OF AMERICA, LLC**, referred to as “we,” “us,” or “our.” We also do business under the name “FIREHOUSE SUBS® Restaurants.” “You” means a person who buys the right to operate a FIREHOUSE SUBS® Restaurant from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This Disclosure Document will indicate when your owners also are covered by a particular provision.

We are a Florida limited liability company organized by filing Articles of Organization with the Florida Department of State on November 16, 2004, but we were not organized until December 1, 2004. Our current principal business address is 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. Our agent in this state for service of process is, if applicable, disclosed in Exhibit “R.” We conduct business under our corporate name and under the trade and service marks “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and Design**,” and “**FIREHOUSE SUBS®**” and associated logos, designs, symbols and trade dress (the “**Marks**”). See Item 13.

Our parent and sole member is Firehouse Restaurant Group, Inc. (“**FRG**”). FRG is a Florida corporation incorporated on February 20, 1995. Its principal business address is the same as ours: 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. FRG’s agent for service of process is Chris Sorensen at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. FRG has no obligations to franchisees and does not provide any services to franchisees. FRG has licensed us the right to use all of its Marks in connection with our franchising activities. See Item 13. Prior to a reorganization establishing us as a wholly owned subsidiary, FRG was the franchisor of FIREHOUSE SUBS® Restaurants and sold 219 FIREHOUSE SUBS® franchises, of which 178 were open and operating. FRG offered franchises from February 20, 1995 until December 26, 2004.

Some of our affiliates that relate to our and FRG’s operations are:

|    | <b>Name</b>                                   | <b>Type</b>                               | <b>Where Formed</b>     | <b>Date Formed</b>       | <b>No. Rests. Operated</b> | <b>Principal Address</b>  |
|----|---|---|-------------------------|--------------------------|----------------------------|---|
| 1. | Firehouse Subs, Inc. (“ <b>FSI</b> ”)         | Corporation                               | Florida                 | 06/20/94                 | 3                          | 12735 Gran Bay Parkway, Suite 150<br>Jacksonville, F: 32258               |
| 2. | FRG of Florida, LLC (“ <b>FRG Florida</b> ”)  | Limited Liability Company                 | Florida                 | 12/29/00                 | 26                         | 12735 Gran Bay Parkway, Suite 150<br>Jacksonville, FL 32258               |
| 3. | FHS, LLP                                      | Limited Liability Partnership             | Florida                 | 05/05/97                 | 1                          | 12735 Gran Bay Parkway, Suite 150<br>Jacksonville, FL 32258               |
| 4. | Firehouse-Five, Inc.                          | Corporation                               | Florida                 | 07/19/95                 | 1                          | 12735 Gran Bay Parkway, Suite 150<br>Jacksonville, FL 32258               |
| 5. | The Queen’s Firehouse, Inc.                   | Corporation                               | Florida                 | 11/10/97                 | 1                          | 12735 Gran Bay Parkway, Suite 150<br>Jacksonville, FL 32258               |
| 6. | <a href="#">FRG of Iowa, LLC (“FRG-Iowa”)</a> | <a href="#">Limited Liability Company</a> | <a href="#">Florida</a> | <a href="#">07/06/17</a> | <a href="#">5</a>          | <a href="#">12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258</a> |



|                  | Name   | Type                        | Where Formed             | Date Formed | No. Rests. Operated | Principal Address  |
|------------------|--|-----------------------------|--------------------------|-------------|---------------------|--|
| <u>7.6</u><br>-  | Capital 94, LLC<br>("Capital 94")            | Limited Liability Company   | Florida                  | 04/14/04    | Not Applicable      | 12735 Gran Bay Parkway,<br>Suite 150<br>Jacksonville, FL 32258   |
| <u>8.7</u><br>-  | Firehouse Subs System Fund, Inc.<br>("FSSF") | Corporation                 | Florida                  | 06/05/01    | Not Applicable      | 12735 Gran Bay Parkway,<br>Suite 150<br>Jacksonville, FL 32258   |
| <u>9.8</u><br>-  | Firehouse Subs Market Fund, Inc.<br>("FSMF") | Corporation                 | Florida                  | 01/29/03    | Not Applicable      | 12735 Gran Bay Parkway,<br>Suite 150<br>Jacksonville, FL 32258   |
| <u>10.9</u><br>- | Firehouse Subs of Canada ULC ("FH Canada")   | Unlimited Liability Company | British Columbia, Canada | 02/20/14    | None                | 12735 Gran Bay Parkway,<br>Suite 150<br>Jacksonville, FL 32258<br>And<br>2100 - 40 King Street West<br>Toronto, Ontario,<br>Canada M5H 3C2 |

The first 56 affiliates named above own and operate FIREHOUSE SUBS® Restaurants. FSSF administers the System Fund and FSMF administers the Co-op. FH Canada offers, sells and services franchises in Canada. Except for FH Canada, none of our affiliates have offered, and do not currently offer, franchises for this or any other lines of business; nor sell products or services to our franchisees, except that: (a) Capital 94 provides lending services under the Equipment Financing Program (see Item 10); and (b) FH Canada is currently offering franchises in Canada.

### FIREHOUSE SUBS® System

We and our affiliates have expended considerable time and effort developing a sandwich restaurant system specializing in serving large portion hot submarine style sandwiches, in a unique fire-fighting atmosphere and decorum, at an economical price (a "FIREHOUSE SUBS® Restaurant" or a "Restaurant"). FIREHOUSE SUBS® Restaurants operate under the service marks and trade name "FIREHOUSE SUBS® Est. 1994 and design," "FIREHOUSE SUBS® and design," "FIREHOUSE SUBS" and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, menus, recipes, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the "System"). We use, promote and license in the operation of a FIREHOUSE SUBS® Restaurant the Marks, certain trademarks, service marks and other commercial symbols, including the trade and service marks "FIREHOUSE SUBS® Est. 1994 and design," "FIREHOUSE SUBS® and design," "FIREHOUSE SUBS" and other associated logos, designs, artwork and trade dress, trademarks, service marks, commercial symbols, and e-names, which have gained and continue to gain public acceptance and goodwill, and may create, use and license additional trademarks, service marks, e-names and commercial symbols in conjunction with the operation of FIREHOUSE SUBS® Restaurants (collectively, the "Marks").

### Our Unit Franchise Program

In this Disclosure Document we grant a franchise for the right to own and operate a FIREHOUSE SUBS® Restaurant (the "Franchise") at a single location to persons who meet our qualifications and who are willing to undertake the investment and effort. The Franchise will be granted for a single location that we approve. FIREHOUSE SUBS® Restaurants operate under the Marks and under the System. Our current form of Franchise Agreement is attached as Exhibit "C."

## **Our Area Development Program**

In this Disclosure Document, we also grant to persons who meet our qualifications and who are willing to undertake the investment and effort the right to develop, within a predetermined time frame, and operate Restaurants at multiple locations within a specific geographical area (“**Area Developer(s)**”). Our standard form of Development Agreement (the “**Development Agreement**”) is attached as Exhibit “D.” See Items 5 and 12. Each Restaurant is operated under a separate Franchise Agreement (Exhibit “C”).

## **Market Growth Program**

For a limited time, we are offering certain incentives to encourage growth of FIREHOUSE SUBS® Restaurants in certain metropolitan areas; first in the Northeast territory (the “**NE Growth Market**”) and second in the Midwest territory (the “**MW Growth Market**”) focused on existing and new Area Developers (the “**Growth Program**”). To encourage the development of multiple Restaurants in a **NE Growth Market**, we are offering discounted Development Fees and Royalties. To be eligible **in the NE Growth Market**, the Area Developer must commit to open at least 5 Restaurants (in addition to any previous commitment). The current **NE Growth Market** consists of the following: the states of New Jersey, New Hampshire, Massachusetts, Rhode Island, Maine, Connecticut; and the standard metropolitan statistical areas of: New York, New York; Philadelphia, Pennsylvania; and Boston, Massachusetts. **To be eligible in the MW Growth Market, the Area Developer must commit to open at least 3 Restaurants (in addition to any previous commitment). The current MW Growth Market consists of the state of Minnesota and the standard metropolitan statistical area of Cleveland, Ohio.** We may designate new, or remove, Growth Markets. We may cancel the Growth Program, **or any portion of it**, at any time, but not on a retroactive basis for transactions entered into before cancellation.

## **Our Area Representative Program**

In a separate Disclosure Document, we have been granting to persons who own or will own a FIREHOUSE SUBS® Restaurant franchise and meet our qualifications and who are willing to undertake the investment and effort, the right to operate an area representative business since the Reorganization Date. Prior to the Reorganization Date, FRG offered Area Representative franchises from April 1, 2005. Area Representative Businesses solicit and screen prospective franchisees for the right to own and operate FIREHOUSE SUBS® Restaurant franchises (the “**Franchises**”) under Franchise Agreements which are between us and the franchisee (the Area Representative is not a party). Area Representative Businesses assist us in rendering certain services to franchisees, including making the Area Representative Business’ franchised Restaurant available for training franchisees and their employees; overseeing the development and construction process for franchise restaurants; conducting regular visits to determine the franchisee’s compliance with our operation and System ~~standards~~**Standards**; and conducting regular consultation meetings with franchisees. The Area Representative Business also renders certain services directly to us, including delivery of annual business plans; regular reports on business activities; collection of moneys due us by Franchisees; and other activities that we may deem necessary from time to time. We have sold 43 area representative businesses. See Exhibit “O” for information on any Area Representatives in your city and state.

## **Our Business**

We began offering franchises in January 2005. We do not engage in other business activities and have not offered franchises in other lines of business, except our Area Representative Program.

## **Competition**

You will be competing with other Restaurants, casual restaurants, fast food restaurants, full service restaurants, grocery stores and specialty stores that offer food and food-related products. These restaurants and similar businesses may be associated with national or regional chains or may be local independent restaurants and other businesses. You also will be competing with other food service outlets that feature products and services that differ from those offered by FIREHOUSE SUBS® Restaurants. Your products and services will be offered to the general public, to individual consumers, for on-site consumption and carry out; not delivery. The market for FIREHOUSE SUBS® Restaurants is developed in some areas and developing in other areas, depending on the number of this type of restaurant in the particular area.

## **Regulations**

There are no regulations specific to the industry in which FIREHOUSE SUBS® Restaurants operate, although you must comply with all local, state and federal, health and environmental laws that apply to restaurant operations. You will also be required to comply with workers' compensation, equal protection and workplace safety laws and regulations, labor laws, including Title VII, and the ADA.

## **ITEM 2. BUSINESS EXPERIENCE**

### **Founder, Executive Chairman, President and Director: Robin O. Sorensen**

Mr. Sorensen has been our Executive Chairman and President, and a Director, since December 2004. Mr. Sorensen, a former firefighter, is the co-founder of the Firehouse Subs System, along with his brother Chris Sorensen, and has been President and a Director of FRG since 1995. Mr. Sorensen also serves in similar roles for many of our affiliates since their inception.

### **Founder, Vice President and Director: Chris Sorensen**

Mr. Sorensen has been our Vice President and a Director since December 2004. Mr. Sorensen is the co-founder of the Firehouse Subs System, along with his brother Robin Sorensen, and has been FRG's Vice President since 1995. Mr. Sorensen also serves in similar roles for many of our affiliates since their inception.

### **Controller/Treasurer and Director: Stephen Joost**

Mr. Joost has been our Controller/Treasurer and a Director since December 2004. In July of 2011, he relinquished his duties as Chief Financial Officer to serve on the Jacksonville City Council. He has been Vice President, Chief Financial Officer and Director of Franchise Operations of FRG since 1995.

### **Chief Executive Officer: Don Fox**

Mr. Fox has been our Chief Executive Officer since December 2009. Before that, Mr. Fox served as Chief Operating Officer from May 2005 to December 2009.

### **Chief Financial Officer of FRG: Vincent Burchianti**

Mr. Burchianti was promoted to Chief Financial Officer of FRG in July 2011. He served as Vice President of Finance and Technology from March 2007 to July 2011. Prior to that, he was our Corporate Controller from January 27, 2001 to March 2007.

**Member of Board of Directors: Timothy K. Goss**

Mr. Goss has been a member of our Board of Directors since September 2007. He has also been the Managing Member of Southeastern Interstate Group, one of our Area Representatives, in Charlotte, North Carolina since January 2004. He has been President of Professional Restaurant Group, one of our Area Representatives, in Charlotte, North Carolina since June 1997 (See Exhibit "O").

**Vice President Supply Chain Services: Matthew P. Riddleberger**

Mr. Riddleberger was promoted to Vice President of Supply Chain Services of FRG in September 2011. Prior to then, he was our Director of Purchasing between July 2006 and September 2011.

**Vice President of Field Operations: Margaret Rose**

Ms. Rose was promoted to Vice President of Field Operations in December 2012. Previously, she was our Director of Company Operations from November 2008 to December 2012. Prior to that, she was our Manager of Franchise Compliance since April 2, 2007.

**Vice President of Financial Services: Mary Rawlins**

Ms. Rawlins was promoted to Vice President of Financial Services for FRG in December 2012. Previously she was our Controller from March 2007 to December 2012. Prior to that from January 13, 2003, she was our Assistant Controller.

**Vice President of Global and Non-Traditional Development: Gregory P. Delks**

Mr. Delks became our Vice President of Global and Non-Traditional Development in January 2017. He was promoted to Vice President of Franchise Development in June of 2013. Prior to then, he was our Director of Franchise Development from November 27, 2006 to June 2013.

**Vice President of Real Estate Services: John S. Namey**

Mr. Namey was promoted to Vice President of Real Estate Services in June of 2013. Prior to then, he was our Director of Real Estate from February 2005 to June 2013.

**~~Vice President of Corporate Communications: Cecily Sorensen~~**

~~Ms. Sorensen was promoted to Vice President of Corporate Communications in December of 2013. Prior to then, she started as Manager of Corporate Communications from March 2006 to February 2007, and served as our Director of Corporate Communications from February 2007 to December 2013.~~

**Vice President of Operations Services: Richard Goodman**

Mr. Goodman was promoted to Vice President of Operations Services in December of 2013. Prior to then, he was our Director of Operations Services from November 2011 to December 2013. From December 1976 through February 2011, he was Director of Global OPS Strategy and Execution with the Burger King Corporation.

**Vice President of Quality Assurance: John Raulerson**

Mr. Raulerson became our Vice President of Quality Assurance for FRG in January 2017. He was promoted to Vice President of Technical Services for FRG in July of 2015. He was our Senior Director of Technical Services from December of 2013 to July 2015. Prior to then, he served as Manager

of Technical Services from August 2006 to September 2007, and then our Director of Technical Services from September 2007 to December 2013.

**Vice President of Brand Marketing: Kristen Majdanics**

Ms. Majdanics was promoted to [Vice President of Marketing in May of 2017](#). She was [previously the](#) Vice President of Brand Marketing for FRG in July 2015. She was our Senior Director of Branding Marketing from December of 2013 to July 2015. Prior to then, she was our Director of Brand Marketing from March 2011 to December 2013. Before that, from January 2008 to March 2011, she served as our Manager of Brand Marketing.

**Vice President of Information Technology: Robert Jakoby**

Mr. Jakoby was hired as Vice President of Information Technology for FRG in July of 2015. Prior to joining FRG, he was the IT Leader at Lucky's Market in Niwot, Colorado from August 2014 to April 2015. He also was CIO of Smashburger in Denver, Colorado between August 2012 and April 2014 and served as VP of IT for Rock Bottom Brewery/Craftworks in Louisville, Colorado from June 2009 to February 2012.

**Vice President of Human Resources: Alex Costas**

Mr. Costas was hired as Vice President of Human Resources for FRG in February of 2016. Prior to joining FRG, he has been the Principal of his own firm, Costas Consulting International, LLC, Jacksonville Beach, Florida since January 1993. From May 1998 to December 2014, he held a number of roles with Florida Blue (BlueCross BlueShield of Florida), Jacksonville, Florida including Organization Development Consultant, Human Resources Director, and Strategy Consultant.

**Senior Director of Company Operations: Michael Branson**

Mr. Branson was promoted to Senior Director of Company Operations for FRG Florida in January 2017. From November 2012 to January 2017, he was its Director of Company Operations. Previously, he was District Manager for FRG Florida from September 2006 to November 2012.

**Corporate Controller: Sheri Kohler**

~~Mrs~~Ms. Kohler was promoted to Corporate Controller for FRG in December 2012. Previously, she was our Assistant Controller from March 2008 to December 2012, having previously served as our Accounting Manager from June 2005 to March 2008, and our Cash Management Accountant from December 2003 to June 2005.

**Director of Franchise Administration: Kristen Moore**

Ms. Moore was promoted to Director of Franchise Administration for us in December 2012. Previously, she was our Manager of Franchise Administration from January 2006 to December 2012; prior to that from May 2002 to January 2006, she was our Franchise Coordinator and from May 2000 to May 2002, she was FRG's Administrative Assistant.

**Director of Field Marketing: Marisa Burton**

~~Mrs~~Ms. Burton was promoted to Director of Field Marketing for us in November 2012. Previously, she was one of our Regional Marketing Managers from August 2010 to November 2012.

### **Director of Real Estate Services: Kristen Akel**

~~Mrs~~Ms. Akel was promoted to Director of Real Estate Services for us in December 2013. Prior to then, she was our Manager of Real Estate Services from October 2007 to December 2013.

### **Director of Reporting and Analytics: Danny Walsh**

Mr. Walsh was promoted to Director of Reporting and Analytics for FRG in December 2013. Previously, he was FRG's Senior Manager of Reporting and Analytics from November 2012 to December 2013, and its Financial Reporting Manager from June 2006 to November 2012. Prior to then, he was FRG's Financial Analyst from January 2004 to June 2006. Before then, he was FRG's FIRE Marshal from February 2003 to January 2004.

### **Director of Digital Content: Melissa Lee**

~~Mrs~~Ms. Lee was promoted to Director of Digital Content for us in December 2014. Previously, she was our Senior Manager of Social Media from December 2013 to December 2014. Prior to that, she was our Manager of Social Media from January 2010 to December 2013, after serving as Communications Coordinator from January 2008 to January 2010.

### **Director of Construction Services: Richard Elkins**

Mr. Elkins was promoted to Director of Construction Services for us in December 2014. Previously, he was our Manager of Construction Services from January 2012 to December 2014. ~~He was not employed prior to January 2012.~~

### **Director of ~~Franchise~~ Financial ~~Field Operations~~ Compliance: Ronda Wilson**

Ms. Wilson's ~~title changed to Director of Franchise Financial Compliance October 2017.~~ She was promoted to Director of Financial Field Operations for us ~~in~~from December 2013-2013 to October 2017. Previously, she was FRG's Senior Accounting Manager from December 2011 to December 2013. Prior to that, she served as the Accounting Manager of FRG from October 2005 to December 2011.

### **Director of Corporate Communications: Scott Schalk**

~~Mr. Schalk was promoted to Director of Corporate Communications for us in December of 2015. Prior to that, he was our Senior Manager of Corporate Communications from December 2013 to December 2015. He was Manager of Corporate Communications from January 2013 to December 2013. Before then, he was our Technical Writer from October 2010 to January 2013.~~

### **Director of Operations Services: Marisa McLaughlin**

~~Mrs~~Ms. McLaughlin was promoted to Director of Operations Services for us in August of 2015. Prior to then, she was our Project Manager of Operations Services from May 2013 until August of 2015. From April of 2011 through May of 2013, she was Director of Training, HR and Restaurant Systems with Xfinity Live! in Philadelphia, Pennsylvania.

### **Director of Supply Chain Services: Pete Carantza**

Mr. Carantza was promoted to Director of Supply Chain Services for FRG in December of 2015. Prior to then, he was FRG's Senior Manager of Procurement from January 2014 to December 2015. From April 2011 to January 2014, he was FRG's Director of Sales for Variety Foods.



### **Director of Franchise Development: Brent Greenwood**

Mr. Greenwood was promoted to Director of Franchise Development for us in December of 2015. He was our Senior Manager of Franchise Development from December 2013 to December 2015. Prior to then, he was our Manager of Franchise Development from August 2008 to December 2013.

### **Director of Franchise Operations: David Berlin**

Mr. Berlin was promoted to Director of Franchise Operations for us in October 2014. Prior to that, he was our Franchise Business Manager from August 2012 through October 2014. From November 2007 to August 2012, he was Vice President of Operations for Cruisers Grill in Jacksonville, Florida.

### **Director of Quality Assurance: Stephen Lowe**

Mr. Lowe was promoted to Director of Quality Assurance for FRG in January 2017. Prior to then, he was its Senior Quality Assurance Manager from January 2013 to January 2017 and our Quality Assurance Manager between January 2007 and January 2013.

### **Director of Catering: Risa Rappaport**

Ms. Rappaport became our Director of Catering in June of 2016. Prior to joining us, she was Area Manager for Guckenheimer in San Mateo, California from July 2015 and April 2016. Between April 2014 and May 2015, she was Director of Operations for TGIFridays in Dallas, Texas. She was Vice President of Operations for &Pizza in Washington D.C. between March 2013 and February 2014. From February 2007 until April 2013, she was Director of Operations with La Madeleine Restaurants in Dallas, Texas.

### **Director of Product Development: Jay Miller**

Mr. Miller became our Director of Product Development in May 2017. Prior to joining us, he was the Owner of Menu Creator Consulting in Lakeland, Tennessee, from October 2014 to May 2017. He was Vice President of Research and Development for Perkins Restaurants and Bakery in Memphis, Tennessee, from February 2011 to September 2014.

### **Director of Brand Marketing: Nasli Heeramanek**

Mr. Heeramanek became our Director of Brand Marketing in July of 2017. Prior to joining us, he was Senior Manager of Marketing and Communications for Independent Television Service in San Francisco, California, from January 2017 to June 2017. He was self-employed as a marketing consultant/contractor in San Marcos and Los Angeles, California, from September 2014 to January 2017. From July 2011 to August 2014, he was a Senior Marketing Manager for American Public Media in Los Angeles, California.

### **Franchise Business Manager: Richard L. Griggs**

Mr. Griggs has been our Franchise Business Manager since October 16, 2006.

### **Franchise Business Manager: Richard Highers**

Mr. Highers has been our Franchise Business Manager since February 2012. From February 1999 to February 2012, he was Director of Operations for Centurion Foods, Inc., a Burger King franchisee in Atlanta, Georgia.

### **Franchise Business Manager: Donna Cannizzo**

Ms. Cannizzo has been a Franchise Business Manager for us since January 31, 2013. Prior to that, from June 2011 to November 2012, she was a Director of Franchise Performance for Burger King Corporation in the Midwest Region based in Illinois.

### **Franchise Business Manager: Stephen Kaplan**

Mr. Kaplan has been a Franchise Business Manager for us since March 16, 2015. Previously, he was our Implementation Manager from May 2014 to March 2015. Prior to that, from February 2012 to May 2014, he was Director of Operations for Salsarita's in Charlotte, North Carolina.

### **Franchise Business Manager: Shauna Cozzens**

Ms. Cozzens has been our Franchise Business Manager since February 2015. Prior to that, from May 2014 through February 2015, she was the Customer Relations Manager for City Market (Kroger) in Grand Junction, Colorado. From January 2012 through May 2014, she was the General Manager and Member of Living at Home, LLC, a home décor business in Grand Junction, Colorado.

### **Franchise Business Manager: Jovon Silkert**

Mr. Silkert was promoted to Franchise Business Manager in December 2016. Prior to then, he was District Manager for FRG Florida between July 2011 and December 2016.

### **~~Senior Manager of Franchise Development: Christopher Eby~~**

~~Mr. Eby was promoted to Senior Manager of Franchise Development for us in December 2013. Prior to then, he was our Manager of Franchise Development from September 2010 to December 2013.~~

### **Senior Manager of Franchise Contracts: Lindsay Milton**

Ms. Milton was promoted to Senior Manager of Franchise Contracts for us in January of 2016. She was our Manager of Franchise Administration from March 2013 to January 2016. Prior to then, she was our Assistant Manager of Franchise Administration from January 2012 to March 2013. She was our Franchise Administration Assistant from May 2010 to January 2012.

### **Manager of Global and Non-Traditional Operations: Shane Mitchell**

Mr. Mitchell was promoted to Manager of Global and Non-Traditional Operations in January 2017. Prior to then, he was our Franchise Business Manager from July 2011 to January 2017. Previously, he was our Manager of Training from October 2008 to July 2011. Prior to that, he was a General Manager of FRG Florida from April 2004 to October 2008.

### **Assistant Controller: Heather Richardson**

~~Mrs~~Ms. Richardson was promoted to Assistant Controller for FRG in December 2013. Prior to then, she was FRG's Financial Services Manager from October 2011 to December 2013. She was FRG's Corporate Accountant from January 2010 to October 2011.

### **Franchise Business Consultant, Las Vegas, NV: Matthew Lintz**

Mr. Lintz became our Franchise Business Consultant in Las Vegas, Nevada, in October of 2017. Prior to joining us, he was Operations Manager for GameWorks in Las Vegas, Nevada, from November 2016 to April 2017. He was a Sales Representative for Romer Beverage in Lake Havasu City, Arizona.



from January 2014 to July 2016. From February 2010 to November 2014, he was Director of Operations for Kin Restaurants Management, Inc., a Burger King franchisee in Lake Havasu City, Arizona.

See Exhibit “O” for information on any Area Representatives in your city and state.

### **ITEM 3. LITIGATION**

No litigation is required to be disclosed in this ~~Disclosure Document-Item.~~

See California Addendum in Exhibit “T.”

### **ITEM 4. BANKRUPTCY**

On March 14, 2005, Richard L. Griggs, one of our Franchise Business Managers (see Item 2), filed for protection under Chapter 13 of the U.S. Bankruptcy Code (US Bankruptcy Court for the Middle District of Florida, Case No.8:05-bk-04480-KRM). Mr. Griggs made his last bankruptcy payment in April 2010, was discharged on July 19, 2010 and the case was closed on October 15, 2010.

On September 30, 2009, Mr. Robert Jakoby, FRG’s Vice President of Information Technology (see Item 2) filed for protection under Chapter 7 of the U.S. Bankruptcy Code (US Bankruptcy Court for the District of Colorado (Denver), Case No. 09-30618-MER). Mr. Jakoby was discharged on January 28, 2010 and the case terminated July 19, 2012.

See Exhibit “O” for information on any Area Representatives in your city and state.

Other than these 2 actions, no bankruptcy is required to be disclosed in this Item.

### **ITEM 5. INITIAL FEES**

#### **Application Deposit**

We require prospective franchisees to pay us a deposit of \$2,500 (the “**Deposit**”). The Deposit is not refundable, but it will be applied to the initial franchise fee. We hold and apply the Deposit in accordance with our Application and Deposit Agreement (the “**Deposit Agreement**”). A copy of it is attached as Exhibit “B.” You must pay the Deposit when you sign the Deposit Agreement. We carefully evaluate all prospective franchise owners and the markets in which they want to operate. As part of this evaluation, you must work at least 50 hours in a FIREHOUSE SUBS® Restaurant without compensation. This work does not constitute training of any type. The Deposit helps ensure that applicants are serious before we undertake those evaluation efforts.

#### **Initial Franchise Fee**

Your initial franchise fee is \$20,000. You must pay the initial franchise fee in a lump sum (less the Deposit) when you sign the Franchise Agreement. In consideration for this initial franchise fee, we grant you a franchise to operate a Restaurant in an exclusive Territory and provide you with initial training. If you do not satisfactorily complete training, we will terminate the franchise agreement. The initial franchise fee is fully earned and nonrefundable. We use the fee to provide training and other services to our franchisees.

## **Mural**

Every FIREHOUSE SUBS® Restaurant displays a mural that we commission for that Restaurant. Although we own all copyrights to the artwork, you must purchase the mural either from us or the artist we commission to paint it. The mural's cost ranges from \$3,000 to \$4,700 and is payable when ordered. It is not refundable.

## **Management Information System Fee**

You must pay us an annual Management Information System Fee (the "MIS System Fee") of \$1,200 for use of our mandated management information system ("MIS System"). The MIS System Fee is due annually even if the Restaurant has not yet opened. Upon signing your Agreement, you must pay us a proportionate share of the MIS System Fee to cover the period from the date of the Agreement through December 31 of that year. For example, if the Agreement Effective Date is August 1, then you must immediately pay us \$500 to cover the period August 1 through December 31. The MIS System Fee is not refundable.

## **Area Development Program**

We charge a Development Fee for you to obtain the exclusive right to open multiple Restaurants in a pre-determined area in a specific amount of time under the Development Agreement. The amount paid is equal to ½ of the initial franchise fee times the number of Restaurants scheduled to be developed. During ~~2016,2017~~, the Development Fees ranged from ~~\$10,000-0-~~ to ~~\$40,000-50,000~~. You must pay the Development Fee in a lump sum when you sign the Development Agreement. The Development Fee is fully earned and non-refundable. As an accommodation for payment of the Development Fee, the Initial Franchise Fee for each Restaurant to be developed is reduced to ½ of the then-current initial franchise fee and is payable each time you sign a Franchise Agreement for a Restaurant to be developed under the Development Agreement.

## **Growth Program**

While the NE Growth Program is in effect, we are eliminating the Development Fee for the first 5 Restaurants (the "NE Incentive Restaurants") in the NE Growth Market you commit to open. So, as an example, if you are eligible and commit to open 8 Restaurants, then the Development Fee will be \$30,000 (\$10,000 x (8 – 5)). Of course, when you sign the Franchise Agreement for each Restaurant (including for the Incentive Restaurants), you must pay the \$10,000 initial franchise fee then due. We also reduce Royalties for a 2-year period for Incentive Restaurants to 3% of Gross Sales (and to 4% of Gross Sales for already open Restaurants by existing Area Developers who commit to open up to 5 additional Restaurants to those previously committed).

While the MW Growth Program is in effect, we are eliminating the Development Fee for the first 3 Restaurants (the "MW Incentive Restaurants") in the MW Growth Market you commit to open. So, as an example, if you are eligible and commit to open 8 Restaurants, then the Development Fee will be \$50,000 (\$10,000 x (8 – 3)). Of course, when you sign the Franchise Agreement for each Restaurant (including for the Incentive Restaurants), you must pay the \$10,000 initial franchise fee then due. We also reduce Royalties for a 2-year period for Incentive Restaurants to 3% of Gross Sales (and to 4% of Gross Sales for already open Restaurants by existing Area Developers who commit to open up to 3 additional Restaurants to those previously committed).

If eligible for the Growth Program, you and we will sign the appropriate addendum for each market and your current status: NE Growth Incentive Addendum for new Area Developments~~or~~; the NE Growth Incentive Amendment for Existing Area Developers; MW Growth Incentive Addendum for new

[Area Developers; or MW Growth Incentive Amendment for new Area Developers](#) (the forms of which are attached as Exhibits ~~E-1 and 1~~, E-2, ~~E-3, or E-4~~, respectively).

Except as otherwise stated above, all fees are charged on a uniform basis.

**ITEM 6.  
OTHER FEES**

| <b>Type of Fee<sup>1</sup></b> | <b>Amount</b>   | <b>Due Date</b>   | <b>Remarks</b>   |
|--------------------------------|---|---|--|
| Royalty                        | 6% of Gross Sales <sup>2</sup> per Accounting Period <sup>3</sup><br>Reduced to 3% of Gross Sales during the first 2 years of operation for each Incentive Restaurant you open <sup>5</sup> | Payable the 3 <sup>rd</sup> day of Accounting Period <sup>3</sup>                         | We may require you to pay the royalties by electronic transfer. See Note 1.  |
| MIS System Fees                | \$1,200   | Payable on the 1 <sup>st</sup> day of each year even if the Restaurant has not yet opened | We may require you to pay this MIS System Fee by electronic transfer.  |
| System Fund                    | Not to exceed 1% of Gross Sales <sup>2</sup> per Accounting Period <sup>3</sup> (currently 1%)  | Payable the 3 <sup>rd</sup> day of each Accounting Period <sup>3</sup>                    | Paid to the System Fund we established for the creation and development of marketing, advertising and related programs and materials on a system-wide basis.   |
| Local Advertising              | 2% of Gross Sales <sup>2</sup> ; 4% of Gross Sales <sup>2</sup> starting in fiscal <del>2015<sup>3,4</sup></del> <u>2015<sup>4</sup></u>  | Payable the 3 <sup>rd</sup> day of each Accounting Period <sup>3</sup>                    | Payments to the marketing co-op established in your market count toward this expenditure.  |
| Additional Training            | \$50 per person, per day  | Before training begins  | We train you and 1 other person (or 2 of your owners) free. If space is available, we will also train up to 3 additional people at no charge. (See Item 11) – Additional training is provided if necessary. There is no established schedule or frequency for additional training. It is provided on an as-needed basis. |
| Refresher Training             | \$100 per person, per day   | 30 days after billing   | Payable if you want to send additional Managers through the full training program.   |
| Transfer                       | ½ of our then-current initial franchise fee; \$1,500 if transfer is among your owners   | Prior to consummation of transfer   | Payable when the Franchise Agreement or a controlling interest in you is transferred.  |
| Renewal                        | ¼ of our then-current initial franchise fee   | At the time you elect to acquire a successor franchise                                    | You may elect to acquire a successor franchise during the 9 <sup>th</sup> year of the Term, but no later than 180 days before expiration.  |

| Type of Fee <sup>1</sup>  | Amount  | Due Date                      | Remarks  |
|---------------------------|---|-------------------------------|--|
| MIS Fees                  | To be determined; not currently charged   | As incurred                   | We may charge a reasonable fee for modifications and enhancements made to any proprietary software we license to you or other Computer System maintenance and support services we furnish. |
| Audit                     | Cost of inspection or audit plus travel   | 15 days after billing         | Payable only if you fail to furnish reports, supporting records or other required information or if sales are underreported by 2% or more.   |
| Interest                  | Lesser of 18 % per month or highest contract rate of interest allowed by law  | 15 days after billing         | Payable on all overdue amounts.<br><br>The maximum interest rate in California is 10% per annum.   |
| Late Payment Penalties    | \$250   | Due on payment of late amount | Payable on all late payments, late reports and dishonored checks, including interest.  |
| Manual                    | \$100   | At time of purchase           | Cost of replacement copy. (Note: your copy of the Manual is only on loan to you.)  |
| Management Fee            | \$1,500 per week  | As agreed                     | Payable during period that our appointed manager manages the Restaurant upon your death or disability.   |
| Costs and Attorneys' Fees | Will vary under circumstances   | As incurred                   | Payable upon your failure to comply with the Franchise Agreement.  |
| Indemnification           | Will vary under circumstances   | As incurred                   | You have to reimburse us if we are held liable for claims arising from your Restaurant's operations.   |
| Testing                   | \$250 per day plus laboratory fees, professional fees, personnel travel and living expenses and other 3 <sup>rd</sup> party fees we incur | At time of request            | This covers the costs of testing new products or inspecting new suppliers you propose.   |
| Relocation Expenses       | Costs of Relocation   | 15 days after billing         | This covers the cost we incur if you want to relocate the Restaurant.  |

1. All fees are imposed by and payable to us except the local co-op and System Fund fees. All fees are uniformly imposed and are non-refundable, except as provided in Item 5 and for the Growth Program. We may require that you pay any or all recurring or periodic fees by electronic transfer.

2. “**Gross Sales**” are defined as the total actual gross charges for all products (food and non-food) and services sold to customers of the Restaurant for cash or credit, whether these sales are made at or from the Restaurant premises, or any other location. However, any amounts that you collect and transmit to state or local authorities as sales, use or other similar taxes are excluded from the definition of Gross Sales

3. “**Accounting Period**” is that period we designate in the Manual (currently a 7-day accounting period for Royalty and Marketing calculations that runs from Monday through Sunday and a 4, 4, 5-week accounting system for financial statement purposes).

4. The board of directors of the Co-Op voted to set the contribution at 4% of Gross Sales beginning the first Accounting Period in fiscal ~~2016,2018~~, which began ~~December 28, 2015~~ January 1, 2018. However a ~~DMA~~ designated marketing area (“DMA”) may opt out of the 4% with a simple majority vote.

5. Under the Growth Program, the Royalty for the Incentive Restaurants is reduced to 3% of Gross Sales for the first 2 years of its operations, and the Royalty for Restaurants already open and operating is reduced to 4% of Gross Sales for a 2-year period if the Area Developer commits to open up to 5 additional Restaurants in the NE territory, or 3 additional Restaurants in the MW territory, to those previously committed.

**ITEM 7.  
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT  
(TRADITIONAL DEVELOPMENT RESTAURANTS)**

| Type of Expenditure   | Amount  | Method Of Payment | When Due                               | To Whom Payment is to be Made |
|---|---|-------------------|--|-------------------------------|
| Deposit (1)   | \$2,500   | Lump Sum          | Payable on signing Deposit Agreement   | Us                            |
| Balance of Initial Franchise Fee (Less any Deposit) (2)(19) | \$17,500  | Lump Sum          | Payable on signing Franchise Agreement | Us                            |
| Mural (3)   | \$3,000 - <del>\$5,990</del> <u>4,600</u>                           | Lump Sum          | Payable at time of order               | Artist                        |
| Travel and Living Expenses during Training (4)              | \$0 - <del>\$25,892</del> <u>8,250</u>                              | As incurred       | As incurred                            | Third Parties                 |
| Opening Advertising (5)                                     | \$5,000 - <del>\$31,000</del> <u>20,000</u>                         | As incurred       | As incurred                            | Third Parties                 |
| Rental of Site (3 months) (6)                               | <del>\$6,533</del> <u>3,958</u> - <del>\$84,000</del> <u>37,800</u> | As incurred       | Monthly                                | Third Parties                 |
| Real Property Improvements (7)                              | \$0 - <del>\$100,000</del> <u>45,258</u>                            | Monthly           | Monthly                                | Third Parties                 |
| Leasehold Improvements (8)                                  | \$0 - <del>\$347,458</del> <u>260,000</u>                           | Prior to Opening  | As incurred                            | Third Parties                 |
| Deposits and Prepaid Expenses (9)                           | \$0 - <del>\$42,418</del> <u>44,018</u>                             | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Signs (10)  | \$0 - <del>\$20,204</del> <u>36,000</u>                             | Prior to Opening  | As incurred                            | Third Parties                 |
| Equipment and Fixtures (11)                                 | \$55,000 - <del>\$170,000</del> <u>119,489</u>                      | Prior to Opening  | As incurred                            | Third Parties                 |
| Opening Inventory (12)                                      | \$5,000 - <del>\$20,000</del> <u>25,000</u>                         | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Business Licenses (13)                                      | \$0 - <del>\$23,000</del> <u>18,671</u>                             | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Insurance (14)  | <del>\$150</del> <u>197</u> - <del>\$11,700</del> <u>12,000</u>     | As Agreed         | As Incurred                            | Third Parties                 |
| Miscellaneous Expenses (3 months) (15)                      | \$0 - <del>\$90,000</del> <u>102,000</u>                            | As Agreed         | As Incurred                            | Third Parties                 |
| Additional Funds (Working Capital – 3 months)               | \$0 - <del>\$68,056</del> <u>60,000</u>                             | As Agreed         | As Incurred                            | Third Parties                 |
| MIS System Fee (16)   | \$100 - \$1,200   | Prior to Opening  | Lump Sum                               | Us                            |

| Type of Expenditure   | Amount   | Method Of Payment | When Due                             | To Whom Payment is to be Made |
|---|--|-------------------|--------------------------------------|-------------------------------|
| Accounting System Fee (17)  | \$0 - <del>\$29,448</del> <u>10,560</u>  | As Incurred       | As Incurred                          | Third Parties                 |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE UNIT FRANCHISE PROGRAM (EXCLUDING REAL ESTATE PURCHASE COSTS)(18)</b> | <b><del>\$94,783</del><u>92,255</u> - <del>\$1,006,366</del><u>824,846</u></b>   |                   |                                      |                               |
| Development Fee (19) ( <u>based on actual 2017 data</u> )   | \$0 - <del>\$40,000</del> <u>50,000</u>  | Lump Sum          | On signing the Development Agreement | Us                            |
| Vehicle (20)  | \$12,000 - \$18,000  | Prior to Opening  | As incurred                          | Third Parties                 |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM (18, 21)</b>                                 | <b><del>\$106,783</del><u>104,255</u> - <del>\$1,064,366</del><u>892,846</u></b> |                   |                                      |                               |

We relied on our experience and that of our affiliates and franchisees to compile these estimates. We also utilized the data summarized below to do so:

- The actual lowest total investment for an individual Restaurant of this category during ~~2016~~2017 was ~~\$58,650~~48,255 (a site that had previously been a Firehouse Subs ® location) and the actual highest total investment for an individual Restaurant was ~~\$585,775~~ - ~~Low~~547,971. ~~The low is the Pompano Beach, Florida~~Franklin, Indiana Restaurant which re-opened; ~~the high is Glastonbury, Connecticut~~the Severna Park, Maryland Restaurant.
- Average total cost for a typical Firehouse Subs® Restaurant located in a strip mall that is close to retail or other commercial area is ~~\$349,124~~343,231.
- Below is a Table showing the breakdown of Restaurants of this category opened in ~~2016~~2017 and their total investment range based on investment totals given to us by the franchisees:

| Item                        | \$51,000 - \$150,999     | \$151,000 - \$250,999 | \$251,000 - \$350,999    | \$351,000 - \$450,999   | \$451,000 - \$550,999    | \$551,000 - \$650,999   |
|-----------------------------|--------------------------|-----------------------|--------------------------|-------------------------|--------------------------|-------------------------|
| Number of Restaurants       | <del>5</del> <u>2</u>    | <del>3</del> <u>2</u> | <del>384</del>           | <del>42</del> <u>34</u> | <del>833</del>           | <del>1</del> <u>7</u>   |
| Total Number of Restaurants | <del>9779</del>          | <del>9779</del>       | <del>9779</del>          | <del>9779</del>         | <del>9779</del>          | <del>9779</del>         |
| Percentage of Restaurants   | <del>53</del> <u>2</u> % | 3%                    | <del>39</del> <u>5</u> % | 43%                     | <del>84</del> <u>2</u> % | <del>1</del> <u>9</u> % |

**YOUR ESTIMATED INITIAL INVESTMENT  
(END-CAP STRIP MALL RESTAURANTS W/ DRIVE THRU)**

| Type of Expenditure | Amount  | Method Of Payment | When Due                             | To Whom Payment is to be Made |
|---------------------|---------|-------------------|--------------------------------------|-------------------------------|
| Deposit (1)         | \$2,500 | Lump Sum          | Payable on signing Deposit Agreement | Us                            |

| Type of Expenditure   | Amount  | Method Of Payment | When Due                               | To Whom Payment is to be Made |
|---|---|-------------------|--|-------------------------------|
| Balance of Initial Franchise Fee (Less any Deposit) (2)(19)   | \$17,500  | Lump Sum          | Payable on signing Franchise Agreement | Us                            |
| Mural (3)   | <del>\$2,400</del> 3,000 - <del>\$3,195</del> 3,600         | Lump Sum          | Payable at time of order               | Artist                        |
| Travel and Living Expenses during Training (4)  | \$0 - <del>\$6,000</del> 3,500                              | As incurred       | As incurred                            | Third Parties                 |
| Opening Advertising (5)   | \$5,000 - <del>\$14,000</del>                               | As incurred       | As incurred                            | Third Parties                 |
| Rental of Site (3 months) (6)   | <del>\$6,533</del> 9,450 - <del>\$84,000</del> 27,563       | As incurred       | Monthly                                | Third Parties                 |
| Real Property Improvements (7)  | \$0 - <del>\$16,000</del>                                   | Monthly           | Monthly                                | Third Parties                 |
| Leasehold Improvements (8)  | <del>\$8,219</del> 124,913 - <del>\$249,556</del> 283,187   | Prior to Opening  | As incurred                            | Third Parties                 |
| Deposits and Prepaid Expenses (9)   | \$0 - <del>\$17,500</del> 22,437                            | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Signs (10)  | <del>\$10,157</del> 6,500 - <del>\$56,000</del> 48,312      | Prior to Opening  | As incurred                            | Third Parties                 |
| Equipment and Fixtures (11)   | <del>\$85,000</del> 60,000 - <del>\$136,000</del> 185,546   | Prior to Opening  | As incurred                            | Third Parties                 |
| Opening Inventory (12)  | <del>\$6,900</del> 5,395 - <del>\$29,182</del> 16,000       | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Business Licenses (13)  | <del>\$425</del> 500 - <del>\$4,200</del> 25,000            | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Insurance (14)  | <del>\$350</del> 325 - <del>\$9,465</del> 7,521             | As Agreed         | As Incurred                            | Third Parties                 |
| Miscellaneous Expenses (3 months) (15)  | <del>\$4,000</del> - <del>\$32,000</del> 45,710             | As Agreed         | As Incurred                            | Third Parties                 |
| Additional Funds (Working Capital – 3 months)   | \$0 - <del>\$40,000</del> 85,820                            | As Agreed         | As Incurred                            | Third Parties                 |
| MIS System Fee (16)   | <del>\$700</del> 100 - \$1,200                              | Prior to Opening  | Lump Sum                               | Us                            |
| Accounting System Fee (17)  | \$0 - <del>\$34,000</del> 4,383                             | As Incurred       | As Incurred                            | Third Parties                 |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE UNIT FRANCHISE PROGRAM (EXCLUDING REAL ESTATE PURCHASE COSTS)(18)</b> | <del>\$149,681</del> 235,183 - <del>\$727,898</del> 809,779 |                   |  |                               |
| Development Fee (19)<br><del>fBased</del> (based on <del>2016</del> actual 2017 data)f                                | \$0 - <del>\$40,000</del> 50,000                            | Lump Sum          | On signing the Development Agreement   | Us                            |
| Vehicle (20)  | \$12,000 - \$18,000   | Prior to Opening  | As incurred                            | Third Parties                 |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM (18, 21)</b>                                 | <del>\$161,681</del> 247,183 - <del>\$785,898</del> 877,779 |                   |  |                               |



We relied on our experience and that of our affiliates and franchisees to compile these estimates. We also utilized the data summarized below to do so:

- The actual lowest total investment for an individual Restaurant of this category during ~~2016~~2017 was \$~~325,432~~269,113 and the actual highest total investment for an individual Restaurant was \$~~482,856~~-593,394. The low is the Burbank, Illinois Restaurant; the high is the Amarillo, Texas Restaurant.
- Average total cost for a typical Firehouse Subs® Restaurant located in a strip mall that is close to retail or other commercial area with a Drive Thru is \$~~408,661~~-428,669.
- Below is a Table showing the breakdown of Restaurants of this category opened in ~~2016~~2017 and their total investment range based on investment totals given to us by the franchisees:

| Item                        | \$251,000 - \$350,999 | \$351,000 - \$450,999 | \$451,000 - \$550,999 |
|-----------------------------|-----------------------|-----------------------|-----------------------|
| Number of Restaurants       | <del>12</del>         | <del>23</del>         | 3                     |
| Total Number of Restaurants | <del>68</del>         | <del>68</del>         | <del>68</del>         |
| Percentage of Restaurants   | <del>1725%</del>      | <del>3338%</del>      | <del>5038%</del>      |

**YOUR ESTIMATED INITIAL INVESTMENT**  
**(FREE STANDING RESTAURANTS W/ DRIVE THRU)**

| Type of Expenditure   | Amount  | Method Of Payment | When Due                               | To Whom Payment is to be Made |
|---|---|-------------------|--|-------------------------------|
| Deposit (1)   | \$2,500   | Lump Sum          | Payable on signing Deposit Agreement   | Us                            |
| Balance of Initial Franchise Fee (Less any Deposit) (2)(19) | \$17,500  | Lump Sum          | Payable on signing Franchise Agreement | Us                            |
| Mural (3)   | <del>\$2,500</del> <u>3,000</u> - <del>\$3,350</del> <u>3,600</u>         | Lump Sum          | Payable at time of order               | Artist                        |
| Travel and Living Expenses during Training (4)              | <del>\$0</del> <u>500</u> - <del>\$1,200</del> <u>5,243</u>               | As incurred       | As incurred                            | Third Parties                 |
| Opening Advertising (5)                                     | \$5,000 - <del>\$14,800</del>   | As incurred       | As incurred                            | Third Parties                 |
| Rental of Site (3 months) (6)                               | <del>\$6,533</del> <u>11,461</u> - <del>\$84,000</del> <u>19,143</u>      | As incurred       | Monthly                                | Third Parties                 |
| Real Property Improvements (7)                              | \$0 - <del>\$6,000</del> <u>13,300</u>                                    | Monthly           | Monthly                                | Third Parties                 |
| Leasehold Improvements (8)                                  | <del>\$164,199</del> <u>129,100</u> - <del>\$483,612</del> <u>194,056</u> | Prior to Opening  | As incurred                            | Third Parties                 |
| Deposits and Prepaid Expenses (9)                           | \$0 - <del>\$8,279</del> <u>13,550</u>                                    | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Signs (10)  | <del>\$6,880</del> <u>15,425</u> - <del>\$72,000</del> <u>49,200</u>      | Prior to Opening  | As incurred                            | Third Parties                 |
| Equipment and Fixtures (11)                                 | <del>\$68,869</del> <u>55,000</u> - <del>\$73,231</del> <u>168,000</u>    | Prior to Opening  | As incurred                            | Third Parties                 |
| Opening Inventory (12)                                      | <del>\$4,436</del> <u>3,100</u> - <del>\$10,500</del> <u>14,387</u>       | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Business Licenses (13)                                      | <del>\$4,852</del> <u>263</u> - <del>\$5,000</del> <u>2,000</u>           | Prior to Opening  | Lump Sum                               | Third Parties                 |
| Insurance (14)  | <del>\$1,000</del> <u>3,496</u> - <del>\$7,000</del>                      | As Agreed         | As Incurred                            | Third Parties                 |
| Miscellaneous Expenses (3 months) (15)                      | <del>\$25,000</del> <u>980</u> - <del>\$36,749</del> <u>102,000</u>       | As Agreed         | As Incurred                            | Third Parties                 |
| Additional Funds (Working Capital – 3 months)               | \$0 - <del>\$50,000</del> <u>30,000</u>                                   | As Agreed         | As Incurred                            | Third Parties                 |



| Type of Expenditure   | Amount   | Method Of Payment | When Due                             | To Whom Payment is to be Made |
|---|--|-------------------|--------------------------------------|-------------------------------|
| MIS System Fee (16)   | \$ <del>1,000</del> <u>100</u> - \$1,200                                       | Prior to Opening  | Lump Sum                             | Us                            |
| Accounting System Fee (17)  | \$0 - \$ <del>21,437</del> <u>3,500</u>  | As Incurred       | As Incurred                          | Third Parties                 |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE UNIT FRANCHISE PROGRAM (EXCLUDING REAL ESTATE PURCHASE COSTS)(18)</b> | <b>\$<del>290,269</del><u>247,425</u> - \$<del>892,358</del><u>651,179</u></b> |                   |                                      |                               |
| Development Fee (19) ( <u>based on actual 2017 data</u> )   | \$0 - \$ <del>40,000</del> <u>50,000</u>                                       | Lump Sum          | On signing the Development Agreement | Us                            |
| Vehicle (20)  | \$12,000 - \$18,000  | Prior to Opening  | As incurred                          | Third Parties                 |
| <b>TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM (18, 21)</b>                                 | <b>\$<del>302,269</del><u>259,425</u> - \$<del>950,358</del><u>719,179</u></b> |                   |                                      |                               |

We relied on our experience and that of our affiliates and franchisees to compile these estimates. We also utilized the data summarized below to do so:

- The actual lowest total investment for an individual Restaurant of this category during ~~2016~~2017 was \$~~347,251~~379,137 and the actual highest total investment for an individual Restaurant was \$~~764,843~~542,637. The low is the Addison, Illinois Restaurant; the high is the Moultrie, Georgia Restaurant.
- Average total cost for a typical Firehouse Subs® Restaurant located in a free standing building with a fully functional drive thru is \$~~524,406~~453,657.
- Below is a Table showing the breakdown of Restaurants of this category opened in ~~2016~~2017 and their total investment range based on investment totals given to us by the franchisees:

| Item                        | \$251,000 - \$350,999     | \$751,000 - \$850,999     |
|-----------------------------|---------------------------|---------------------------|
| Number of Restaurants       | <del>1</del> <u>2</u>     | 1                         |
| Total Number of Restaurants | <del>23</del> <u>23</u>   | <del>23</del> <u>23</u>   |
| Percentage of Restaurants   | <del>50</del> <u>67</u> % | <del>50</del> <u>33</u> % |

### Explanatory Notes

1. The Deposit is \$2,500. The Deposit is not refundable, but it will be applied to the initial franchise fee.
2. The current initial franchise fee is \$20,000, less the Deposit.
3. We commission a mural for your Restaurant which you must pay to the artist when we order it.
4. We provide initial training to you and 1 other person (or up to 2 of your owners) without charge. If space is available at such training session, we will provide initial training for up to 3 additional

people at no charge for a total of 5 attendees. You are responsible for all travel and living expenses for trainees. This estimate assumes that the franchisee will get required training in their market at the Area Representative's training store and the franchisee would be going home at the end of each day during this extensive training period and does not include the 1 week of classroom training in Jacksonville, Florida. The high end of the estimate is only for the 1 week of classroom training in Jacksonville and includes travel, hotel, rental car and reasonable food allowances, as well as additional travel and living costs if you have to travel to complete the rest of your training.

5. We require you to conduct a market introduction advertising and promotional program within the first 12 months after the opening of the Restaurant. This requirement may be waived if your Restaurant exceeds our expectations for sales performance. The market introduction program is in addition to your ongoing marketing obligations.

6. The size of a Restaurant is estimated to be between ~~1,400~~1,200 and ~~2,800~~3,200 square feet. We estimate that the rental would range from ~~\$18~~12 to ~~\$90~~48 per square foot.

7. The Restaurant's location (the "Site") typically will be located in a strip mall that is close to retail or other commercial area. The range includes estimates for cost of improvements to the property outside of the leasehold improvements (see amounts in note 9 above and below). These additional improvements may include amounts spent relating to exterior work on the premises including parking lot, landscaping, certain signage and drive-through structures. Some Restaurants may also have to pay government imposed impact and permit fees depending on the site. They vary considerably due to numerous factors and we are unable to estimate them. The high estimate also includes the cost of a drive-through Restaurant.

8. Build-out or renovation of your Site to conform to our standards includes paint, tile work, lighting, salt walls, drywall partitions, counters and the like. The cost of these improvements will be significantly more if you select a Site with no pre-existing improvements. If you lease your Site, you may be able to negotiate an allowance to cover all or a portion of these build-out and leasehold improvements. Costs of leasehold improvements, which include floor covering, wall treatment, counters, ceilings, painting, window coverings, plumbing, electrical, carpentry and related work and contractor's fees, will vary significantly depending on the condition, location and size of the Site, the demand for the Site among prospective lessees and any construction or other allowances granted by the landlord after negotiations. These costs also include architectural drawings.

9. The amount of the rent and security deposit will depend on the size, condition and location of the Site and the demand for the Site among prospective lessees.

10. The cost of signage varies depending on the size and type of signs, the size and location of the Restaurant, and any local and development requirements. If local law permits, you must display a curb or marquee sign that complies with our specifications and standards.

11. This item may include tables and booths, sinks, refrigerators, ovens, steamers, ventilation systems, display cases, stools, chairs, utensils, computers, POS System, a phone system and facsimile machine that meets our specifications and standards, a desk, filing cabinets and related office supplies for a Restaurant. See Items 8 and 11 for hardware and software requirements. We require you to sign our then current form of Conditional Assignment of Telephone Numbers and Listings in the form attached as Exhibit "F."

12. You must purchase a beginning inventory pursuant to our Inventory Stock Plan as described in the Operations Manual.

13. You must obtain business and health licenses for the operation of your Restaurant. Other considerations are, but not limited to, zoning, electrical, plumbing, fire inspection, fictitious name,

occupations, and various other licenses or permits. You should consult the appropriate governmental authority concerning such licenses and/or permits and the associated expenses for your Restaurant before you sign a Franchise Agreement.

14. Insurance must be obtained to meet the minimum requirements established by the System Standards. The insurance policy must be in force and effect when the lease for your store is signed. If there is no lease (for example, you own the property), then the insurance policy must be in force and effect when you begin construction.

15. This item estimates your initial startup expenses. These expenses include payroll costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

16. The annual MIS System Fee is \$1,200 and is prorated for the first year. The low end is for a Franchise Agreement signed in December and the high end is for a Franchise Agreement signed in January. It is calculated as follows: for a Franchise Agreement signed in December, you will pay an MIS fee of \$100 with \$1,200 due in January for the following year; and for a Franchise Agreement signed in January, you will pay an MIS fee of \$1,200.

17. If you obtain legal and accounting services to help with business formation, review of contracts, financing documents and leases, setting up of books and records and other services. This amount varies greatly depending on the services performed and rates prevailing in your market.

18. We relied on our experience and that of our affiliates and franchisees to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment for your Restaurant. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan.

19. The Development Fee is equal to  $\frac{1}{2}$  of the initial franchise fee times the number of Restaurants scheduled to be developed. ~~The low end is~~ For example, the Development Fee for 2 Restaurants ~~and the high end is for 20 Restaurants~~ is calculated as follows:  $\frac{1}{2}$  of the initial franchise fee of \$20,000 = \$10,000 x 2 Restaurants or \$20,000 ~~for the low end~~ and for 20 Restaurants \$10,000 x 820 Restaurants or ~~\$40,000 for the high end~~ 200,000. However, when you sign a Development Agreement, your initial franchise fee is reduced to \$10,000. This estimate is based on actual Development Agreements signed in ~~2016, 2017~~. The Development Fee is reduced by the Growth Program. See Items 1 and 5.

20. An Area Developer will need a vehicle for site selection, building construction oversight, management of multiple locations, etc.

21. You would also incur the estimated initial investment for each Restaurant, except that the initial franchise fee is reduced by one-half.

See Item 10 for financing information that affects these estimates.

**ITEM 8.**  
**RESTRICTIONS ON SOURCES OF**  
**PRODUCTS AND SERVICES**

**Purchases from Us**

You may be required to purchase equipment directly from us, FRG or our affiliates, but not currently. You may from time to time be required to purchase some miscellaneous and sundry supplies from us, FRG or our affiliates. During ~~2016,2017~~, no equipment or miscellaneous and sundry supplies were purchased from us, FRG or our affiliates.

You must purchase the mural for your Restaurant either from us or the artist we commission to paint it. You must use the MIS System and pay us an annual fee for such use. The annual MIS System fee is currently \$1,200. The payment of the annual MIS System fee, the purchase of the mural for your Restaurant and the purchase of miscellaneous supplies represents approximately ~~0.80.2~~% of your total purchases to establish your Restaurant and about ~~0.21.09~~% of your total purchases to operate your Restaurant. During the ~~20162017~~ fiscal year, we received ~~\$1,424,8451,373,260~~ for annual MIS System fees from our franchisees and is included in our total revenues of ~~\$46,175,70688,361,639~~ as reflected on our financial statement or ~~3.091.6~~% of our total revenues.

**Approved Suppliers**

In order to maintain the superior quality of the goods and services sold by FIREHOUSE SUBS® Restaurants and the reputation of the FIREHOUSE SUBS® Restaurants franchise network, you are obligated to purchase or lease fixtures, equipment and supplies, furnishings, beverages, food products and related items that meet our standards and specifications. You must purchase some of these products from suppliers that we approve. Examples of approved suppliers are Coca-Cola and Sygma. We may change approved suppliers from time to time. A complete listing of suppliers is provided in our Specifications Manual. We do not make any express or implied warranties with respect to any products or goods we recommend for your use. The cost of equipment and products purchased from approved suppliers represents about ~~24.1427.19~~% of your total purchases to establish your Restaurant and about ~~30.731.2~~% of your total purchases to operate your Restaurant. If we negotiate group or volume purchasing arrangements with approved suppliers, you must participate in such arrangements. There are no approved suppliers in which any of our officers own an interest, but FRG does own a membership interest in National Food (see below). We do not provide material benefits to any franchisee based on a franchisee's use of designated or approved sources of their purchase of products or services other than access to volume pricing discounts and reduced or eliminated equipment costs for franchisees.

**Standards and Specifications**

You must operate the Restaurant according to our System ~~standards~~Standards. System ~~standards~~Standards may regulate, among other things, the types, models and brands of required fixtures, furnishings, equipment, signs, software, materials, beverages and food products, and supplies to be used in operating the Restaurant, required or authorized products and product categories and designated or approved suppliers of such items (which may be limited to or include us or our affiliates). We do not make any express or implied warranties with respect to any products or goods we recommend for your use. Our standards and specifications may impose minimum requirements for quality, taste, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability to service our franchise system as a whole. We will notify you in our Manual or other communications of our standards and specifications and/or names of approved suppliers. Required purchases according to our specifications and standards represent approximately about ~~64.259.42~~% of your total purchases in connection with the establishment of your Restaurant and about ~~3434.67~~% of your overall purchases in operating the Restaurant.

## Changes of Suppliers

If you want to use any item that does not comply with System Standards or is to be purchased from a supplier that has not yet been approved, you must first submit sufficient information, specifications and samples for our determination whether the item complies with System Standards or the supplier meets approved supplier criteria. We will, within 30 days, notify you of our decision. If you do not hear back from us within 30 days, your request is deemed denied. We may charge a fee for evaluating alternative suppliers of \$250 per day for personnel time plus travel and living expenses. We will, from time to time, establish procedures which will be communicated to you in our Manual or other communications, for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to product quality, frequency of delivery, standards of service and concentration of purchases with one or more suppliers in order to obtain better prices and service and may be temporary, pending our further evaluation of the supplier. We will notify you in our Manual or other communications of our standards and specifications and/or names of approved suppliers.

## Rebates

We and FRG negotiate with suppliers and manufacturers to receive rebates on certain items you must purchase. The rebates are paid to FRG. Not every supplier pays rebates to FRG. FRG's revenue from rebates equaled ~~\$15,800,544~~16,662,746 for fiscal year ending December ~~25, 2016~~31, 2017 which is about ~~18.7~~18.9% of its total revenues of ~~\$84,491,164~~88,361,641 pursuant to its audited financial statements. The rebate programs vary depending on the supplier or manufacturer, and the nature of the product or service. ~~Not every supplier pays rebates to FRG. Certain suppliers and manufacturers pay FRG a rebate that varies and is, and are~~ based on the volume or amount of products ordered. See the following examples:

| PRODUCT                  | BASIS FOR REBATE                                  |   |
|--------------------------|---|---|
|                          | PAYABLE TO FRG                                    | PAYABLE TO PSF AND/OR CONFERENCE <sup>1</sup>     |
| Meat Products            | \$0.08 - \$0.20 per pound                         | \$0.003 - <del>\$0.01</del> <u>0.06</u> per pound |
| Chili                    | \$3.00 per case                                   | \$0.12 per case                                   |
| Bacon                    | \$2.00 per case                                   |   |
| Tuna                     |   | \$0.12 per case                                   |
| Rolls                    | \$0.01 per roll                                   | \$0.0005 per roll                                 |
| Cheeses                  |   | \$0.005 per pound                                 |
| Dressings                |   | \$.040 - <del>\$.045</del>                        |
| BBQ Sauce                | \$1.00 per case                                   | \$0.25 - \$1.00 per case                          |
| Mustard                  | \$1.18 per case                                   |   |
| Pickles                  | \$1 per bucket                                    |   |
| Cookie Dough             | \$0.50 per case                                   | \$0.12 per case                                   |
| Brownie                  |   | \$0.12 per case                                   |
| Paper Products/Utensils  | <del>\$0.20 per roll</del>                        | \$0.10 - \$0.35 per case                          |
| Cleaning Products        |   | \$0.30 - \$0.85 per case                          |
| Gloves                   |   | \$0.25 per case                                   |
| Sauce Hot Hydrant Bottle | \$2.50 per case                                   |   |
| Sause Hot Squeeze Bottle | \$4.00 per case                                   |   |
| Tea Bags                 |   | \$0.25 per case                                   |
| Chips                    | \$2.95 - <del>\$3.26</del> <u>3.3407</u> per case |   |

| PRODUCT              | BASIS FOR REBATE               |   |
|----------------------|--------------------------------|---|
|                      | PAYABLE TO FRG                 | PAYABLE TO PSF AND/OR CONFERENCE <sup>1</sup> |
| Marinara Sauce       | <u>\$0.05 per case</u>         | \$0.05 per case                               |
| BIB Beverages        | \$6.25 to \$6.84 per gallon    | \$0.25 per gallon                             |
| Freestyle Cartridges | \$7.21 - \$27.88 per cartridge | \$0.88 per cartridge                          |

1. "PSF" is the Firehouse Subs Public Safety Foundation and the "Conference" is our Annual Franchise Conference.

### **Capital 94**

Our affiliate - Capital 94 - provides restaurant equipment financing and other financing only to certain franchise owners that meet its qualifications. You are not required to obtain financing from Capital 94. Capital 94 is our affiliate, but none of our officers own ~~an~~ a personal interest in it. (See Items 1 and 10)

### **Affiliates Food Brokerage**

FRG owns a 40% membership interest in National Food Solutions, LLC ("National Food"), a brokerage firm that provides food, paper and sundry items related to the restaurant industry. None of our officers or directors own an interest in, and they also do not serve as officers or directors of, National Food. We, and our franchisees, use the services of National Food from time to time, but you are not required to do so.

### **Restaurant Development**

We require Restaurants to be constructed or remodeled in accordance with our specifications. The Franchise Agreement requires that you purchase or lease and use only such equipment and supplies as we may specify or approve. We also will furnish you with mandatory and suggested specifications and layouts, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings and color scheme.

### **Computer Hardware and Software**

We require you to purchase computer hardware and software as well as a wired, high-speed internet connection that meets our specifications and standards. Among other things, the software enables you to use our required MIS system. Currently, ~~these are the minimum requirements for you are required to purchase a back office computer with the specific hardware and software: (i) Intel Core i3 processor or better, 8 GB RAM, DVD Drive, 120 GB drive or larger, Wired Network Card, DSL or cable modem, Sound Card and Speakers, Keyboard, Mouse, and a 17" Monitor and a printer (wired and preferably an HP laser printer), and (ii) we required from our approved supplier; the hardware, software and supplier may change from time to time. You must have~~ Windows 7 or Windows 10 with Microsoft Office 2007, 2010, or 2013 installed (to include Excel, Word, and PowerPoint). You must have Adobe Reader version 11 installed. You must have an anti-virus program licensed for business use with an active definition subscription installed on all Windows-based computer systems and must be configured to automatically update. We estimate that these items are ~~1.5-2.5%~~ 2-23.2% of your total costs to open your FIREHOUSE SUBS® Restaurant and 0.1% to ~~1-1.5%~~ 1.5% of the total cost to operate it.



## **Site**

We must approve the Site for your Restaurant. The Site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Restaurants, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed Site and any other factors or characteristics we consider appropriate. Our criteria and our evaluation of them may vary periodically and from location to location. We also must approve the lease or sublease for the Site of your Restaurant prior to you signing them. You must deliver a copy of the signed lease to us within 15 days after its execution. Our approval of the lease indicates only that it contains certain elements that we deem mandatory from time to time. Our review and approval of the lease is not a substitute for your own review and understanding of the complete lease.

If you lease the Site from a third party, or purchase the Site, we first must approve the lease, financing and/or purchase documents that you will sign. We may require that they contain certain provisions that are designed to protect our rights. You and your lessor and, if applicable, any lender for the Site also must sign our then-current form of Addendum to Lease Agreement (the “**Lease Addendum**”) which is attached to this Disclosure Document as Exhibit “G.” The Lease Addendum generally protects our rights under the Franchise Agreement, our ability to possess the Site if you violate any of your obligations to us, and your right to occupy the Site, and operate the Restaurant without interference by lenders and mortgage holders. Any person who is related to or affiliated with you or one of your owners, directors, officers or other principals, and who plans to lease the Site to you or own or obtain financing for the Site, must agree to be bound by these provisions.

Under the Lease Addendum, we can take possession of the Restaurant’s Site if you violate the lease or any obligation to us. You still will be responsible for all lease obligations covering the time before we take over. If you and the landlord for the Site are or become related in ownership or control, and we eventually take over the Site, any lease will be amended to be the same length as the Franchise Agreement, to be consistent with commercially reasonable “triple-net” leases being signed in your metropolitan area and to reflect the Site’s fair market rental value in your metropolitan area.

## **Insurance**

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance-related obligations in the Franchise Agreement. The cost of this coverage will vary depending on the insurance carrier’s charges, terms of payment and your history. All insurance policies must name us as an additional insured party. We currently require you to carry Worker’s Compensation insurance and Comprehensive General Liability insurance, including products liability coverage in the minimum amount of \$1,000,000 and contents coverage in the minimum amount of \$125,000. You must also carry Commercial Automobile Liability insurance for all owned, hired and non-owned vehicles with minimum coverage limits of \$1,000,000. Limits outlined in this section are minimums. The minimum contents coverage may not fully cover the replacement cost represented in Tenant Improvements and Equipment. You are responsible for consulting with insurance professionals to evaluate your own risk and exposure related to your restaurant and business needs.

## **Miscellaneous**

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. We do negotiate purchase arrangements with suppliers for the benefit of franchisees and we do derive revenue or other material consideration as a result of required purchases or leases.

**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.**

| <b>Obligation</b>   | <b>Section in Franchise Agreement</b>   | <b>Disclosure Document Item</b> |
|---|---|---------------------------------|
| (a) Site selection and acquisition/lease                    | Section 3; Lease Addendum, Sections 3 and 5 of the Development Agreement  | Items 7, 11 and 12              |
| (b) Pre-opening purchases/leases                            | Sections 3 and 4; Lease Addendum; Section 4 of the Development Agreement  | Items 5, 6, 7, 8, 11 and 16     |
| (c) Site development and other pre-opening requirements     | Sections 4 and 6; Section 3 and 5 of the Development Agreement  | Items 6, 7 and 11               |
| (d) Initial and ongoing training                            | Section 6   | Item 11                         |
| (e) Opening   | Sections 4.5 and 4.6  | Item 11                         |
| (f) Fees  | Sections 4.4, 5, 6.1, 11.1, 11.5, 11.6, 14.3 and 15.5; Section 1 of Deposit Agreement; Section 4 of the Development Agreement | Items 5, 6 and 7                |
| (g) Compliance with standards and policies/Operating Manual | Sections 2.1, 3.3, 4, 6, 7, 8, 10, and 12   | Item 11                         |
| (h) Trademarks and proprietary information                  | Sections 7 and 8; Sections 6 of the Application and Deposit Agreement   | Items 13 and 14                 |
| (i) Restrictions on products/services offered               | Sections 4 and 10   | Items 11 and 16                 |
| (j) Warranty and customer service requirements              | Not Applicable  | Not Applicable                  |
| (k) Territorial development and sales quotas                | Sections 3 & 4; Section 3 of the Development Agreement  | Item 12                         |
| (l) On-going product/service purchases                      | Sections 4 and 10   | Item 8                          |
| (m) Maintenance, appearance and remodeling requirements     | Sections 4, 10.4 and 15.1   | Items 11 and 17                 |
| (n) Insurance   | Sections 4.5 and 10.2   | Items 7 and 8                   |
| (o) Advertising   | Sections 4.6 and 11   | Items 6, 7 and 11               |
| (p) Indemnification   | Sections 7.5 and 18.4; Section 4 of Conditional Assignment of Telephone Numbers; Section 8.3 of the Development Agreement     | Item 6                          |
| (q) Owner's participation/management/staffing               | Sections 2.1, 6, 9, 10.10 and 10.11   | Items 11 and 15                 |
| (r) Records and reports                                     | Sections 10, 12   | Item 11                         |
| (s) Inspections and audits                                  | Section 13  | Items 6 and 11                  |
| (t) Transfer  | Section 14; Section 6 of the Development Agreement  | Items 6 and 17                  |
| (u) Renewal   | Section 15  | Items 6 and 17                  |



| Obligation                       | Section in Franchise Agreement  | Disclosure Document Item |
|----------------------------------|---|--------------------------|
| (v) Post-termination obligations | Section 17; Section 5 of Deposit Agreement  | Item 17                  |
| (w) Non-competition covenants    | Sections 8.3, 9, 10.10, 10.11, 14.3 and 17.4; Section 5 of the Application and Deposit Agreement  | Item 17                  |
| (x) Dispute resolution           | Sections 19.3, 19.5-19.14 and 20; Section 6 of Lease Addendum; Section 9 of Conditional Assignment of Telephone Numbers and Listings Agreement; Section 7 of Deposit Agreement; Section 10 of the Development Agreement | Item 17                  |
| (y) Owners/Shareholders Guaranty | Section 1.5(e); Section 1.5(e) of the Development Agreement and Principal Owner's Guaranty  | Item 15                  |

**ITEM 10.  
FINANCING**

Except as set forth below, neither we nor any of our agents or affiliates offers direct or indirect financing to you, or guarantees any note, lease or obligation. Our affiliate – Capital 94 – provides restaurant equipment financing and other financing to franchise owners that meet its qualifications. You are not required to obtain financing from Capital 94. The following summarizes the financing terms (see Exhibit “N” for Financing Documents):

**SUMMARY OF FINANCING OFFERED**

| Term                  | Document / Section   | Provision   |
|-----------------------|--|---|
| (a) Item Financed     | Loan and Security Agreement (“ <b>Security Agreement</b> ”) §1.4 | Restaurant equipment listed on Schedule A attached to Security Agreement.   |
| (b) Amount Financed   | Security Agreement Recitals; Promissory Note (“ <b>Note</b> ”)   | Typically between \$45,000 and \$300,000.   |
| (c) Loan Fee          | Security Agreement §3.5  | 1.0% of original principal amount.  |
| (d) Term (Years)      | Note   | Typically between 12 months and 84 months.  |
| (e) APR %             | Note   | A fixed rate equal to the sum of the agreed upon rate of interest <del>Currently 6% to 7%.</del> <u>Currently 7% to 8%. Rates are subject to vary based on changes to index rates, published in the Wall Street Journal.</u> Interest is computed on the actual number of days elapsed based on a 360-day year. |
| (f) Monthly Payment   | Note   | Equal monthly payments of principal plus interest for the term.   |
| (g) Late Payment Fees | Security Agreement §2.2  | \$250 if any payment is paid more than 5 days after its due date.   |

| <b>Term</b>                | <b>Document / Section</b>            | <b>Provision</b>   |
|----------------------------|--------------------------------------|--|
| (h) Prepayment Penalty     | Note                                 | No penalty for pre-payment, however pre-payments will be applied to scheduled payments in the inverse order of maturity and will reduce the number of payments and not the normal monthly payment amount.  |
| (i) Waiver of Defenses     | Security Agreement §5.4; Note        | The Borrower waives presentment, notice of dishonor and protest of all instruments included in or evidencing any of the indebtedness or collateral and any and all other notices and demands whatsoever.   |
| (j) Security Required      | Security Agreement §§1.2, 4.5, & 5.1 | Security interest in (i) all Inventory; (ii) all General Intangibles, (iii) all Equipment; (iv) all Fixtures; (y) all proceeds of business interruption insurance; <del>and</del> (vi) all parts, replacements, substitutions, profits, products, accessions, cash and non-cash Proceeds and; Life Insurance; <u>(vii) all written or electronically recorded books and records relating to Collateral; and (viii) any other real or personal property as to which Lender has a Lien to secure the indebtedness.</u> |
| (k) Liability Upon Default | Security Agreement §6.2; Note        | The Lender may declare the loan immediately due and payable and foreclose its liens on any or all of the collateral and terminate any Franchise Agreement between the borrower and us.   |
| (l) Method of Payment      | Note                                 | Monthly via ACH.   |
| (m) Governing Law          | Security Agreement §7.14; Note       | Florida.   |
| (n) Guarantee              | Guaranty                             | The Lender requires the owners of the Obligor to guarantee its obligations under the Note and the Security Agreement.  |

Capital 94 does not, nor does it have plans to, sell, assign or discount to a third party any of the financing, but reserves the right to do so. We do not receive any payments from Capital 94 or any other person, for any placement of financing.

**ITEM 11.  
FRANCHISOR’S ASSISTANCE, ADVERTISING,  
COMPUTER SYSTEMS, AND TRAINING**

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

**Pre-Opening Obligations:** Before you open the Restaurant, we will:

1. Evaluate you while you work a minimum of 50 hours at a Restaurant that we designate and provide you with Confidential Information. (Deposit Agreement – Sections 3 and 6)

2. If you do not enter into a Franchise Agreement within 60 days of the date of the Deposit Agreement, the Deposit Agreement is terminated and you must return all Disclosure Documents and Confidential Information. (Deposit Agreement – Section 7)

3. Within 12 months of signing the Franchise Agreement, you must find a Site that we have approved and sign a lease for the Site acceptable to us. The Site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other Restaurants, the nature of other businesses in proximity to the Site and other commercial characteristics, and the size, appearance and other physical characteristics of the proposed Site. We will approve or disapprove a site you propose for the Restaurant within 30 days after we receive the complete site report and other materials we request. (Franchise Agreement - Section 3.1) We may terminate the Franchise Agreement if you fail to: (a) lease a Site within 12 months of signing the Franchise Agreement; or (b) begin operating the Restaurant within 12 months of our approval of the Site for your Restaurant. (Franchise Agreement – Section 4.5)

4. Furnish you with mandatory and suggested specifications and layouts for a FIREHOUSE SUBS® Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, decor, and Operating Assets which include fixtures, equipment, signs and furnishings. (Franchise Agreement - Section 4.1)

5. Retain the right to disapprove architects that you may choose (at your expense) to prepare all required construction plans to our specifications. Retain the right to disapprove contractors to construct your Restaurant (at your expense). You must give us notice of commencement of construction of your Restaurant within 10 days of its beginning date and progress reports supporting the findings at least every 2 weeks thereafter. Construction of the Restaurant must be completed within 365 days of our Site approval. (Franchise Agreement -Section 4.1)

6. As discussed in Item 8, identify the fixtures, furnishings, equipment (including cash registers, telecopiers and computer hardware, software and facsimile machine), food and beverage products, materials and supplies necessary for the Restaurant to begin operations, the number and type of telephone lines, the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be purchased or leased (including us and/or our affiliates). (Franchise Agreement - Section 4.3)

7. Loan you one copy of our Manuals. (Franchise Agreement - Section 10.1)

8. Assist you in planning the market introduction advertising and promotional program for the Restaurant. (Franchise Agreement - Section 4.6)

9. Train you and 1 other person (or if you are a Business Entity, up to 2 of your owners). (Franchise Agreement - Section 6.1) This training is described in detail later in this Item.

**Post-Opening Obligations:** During your operation of the Restaurant, we will:

1. Advise you from time to time regarding the operation of the Restaurant based on reports you submit or inspections we make. In addition, we will provide guidance to you on standards, specifications and operating procedures and methods utilized by Restaurants; required fixtures, furnishings, equipment, signs, products, materials and supplies; recipes, food preparation methods, and menu items; use of suppliers, approved products, volume buying; advertising and marketing programs; employee training; and administrative, bookkeeping and accounting procedures. This guidance will, at our discretion, be furnished in our Manual, bulletins or other written materials and/or during telephone consultations, e-mails, web-based or other electronic means and/or consultations at our office or the Restaurant. (Franchise Agreement - Section 6.2)

2. Furnish you, at your request, with additional guidance, assistance and training. (Franchise Agreement - Section 6.2) (See Item 6 above.)

3. Loan you one copy of our Manuals, consisting of such materials (which may include audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees for use in operating Restaurants. The Manual contains mandatory and suggested specifications, standards, operating procedures and rules (“**System Standards**”) that we prescribe from time to time for operation of a FIREHOUSE SUBS® Restaurant and information relating to your other obligations under the Franchise Agreement and related agreements. The Manual may be modified, updated and revised periodically to reflect changes in System Standards. (Franchise Agreement - Section 10.1)

4. Issue, modify and supplement System Standards for FIREHOUSE SUBS® Restaurants. We may periodically modify System Standards, which may accommodate regional or local variations as we determine, and these modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. However, these modifications will not alter your fundamental status and rights under the Agreement. (Franchise Agreement -Section 10.3)

5. Inspect and observe, photograph and videotape the operations of the Restaurant, remove samples of any products, materials or supplies for testing and analysis, interview the Restaurant’s customers and personnel, and inspect and copy any books, records and documents relating to the operation of the Restaurant from time to time to assist you in complying with the Franchise Agreement and all System Standards. (Franchise Agreement - Section 13.1)

6. Establish, maintain and administer an advertising system fund (the “**System Fund**”). You are obligated to contribute to the System Fund such amounts that we prescribe from time to time (see Item 6, “System Fund” section). Restaurants owned and operated by us and our affiliates will contribute to the System Fund on the same basis as franchise owners. (Franchise Agreement - Section 11.1)

We will delegate some of our obligations to our Area Representatives. See Exhibit “O” for more information regarding them.

### **System Fund**

We have established and administered the System Fund for the creation and development of marketing, advertising and related programs and materials on a system-wide basis. You must contribute up to 1% (currently 1%) of your Gross Sales to the System Fund. The System Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, social media, market research and other advertising, promotion and marketing activities that will be used on advertising. The System Fund will periodically furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. We will direct all programs financed by the System Fund, with sole discretion over the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the programs. (Franchise Agreement Sections 11.1 and 11.2)

The System Fund is accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the

administration of the System Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials, and collecting and accounting for contributions to the System Fund. All interest earned on monies contributed to the System Fund will be used to pay advertising costs before other assets of the System Fund are expended. We may spend, on behalf of the System Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Restaurants to the System Fund in that year, and the System Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we lend money to the System Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. We will prepare an annual statement of monies collected and costs incurred by the System Fund and furnish the statement to you upon written request. The System Fund is not audited. We do not intend to use any monies from the System Fund for the preparation of franchise sales solicitation materials. Through FSSF, we incorporated the System Fund and operate it through a separate non-profit corporation. FSSF has all of the rights and duties described in the Franchise Agreement. (Franchise Agreement – Section 11.3). We may change that arrangement at any time and operate the System Fund directly or through another entity.

The System Fund is intended to maximize recognition of the Marks and patronage of FIREHOUSE SUBS® Restaurants. Although we will endeavor to utilize the System Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all FIREHOUSE SUBS® Restaurants, we undertake no obligation to ensure that expenditures by the System Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the System Fund by FIREHOUSE SUBS® Restaurants operating in that geographic area or that any FIREHOUSE SUBS® Restaurants will benefit directly or in proportion to its contribution to the System Fund from the development of advertising and marketing materials or the placement of advertising. We assume no other direct or indirect liability or obligation to you with respect to maintaining, directing, administering or collecting amounts due to the System Fund. (Franchise Agreement – Section 11.4)

Franchisee contributions to the System Fund will generally be on a uniform basis, but we reserve the right to defer or reduce contributions of a franchisee and, upon 30 days’ prior written notice to you, to reduce or suspend contributions to and operations of the System Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the System Fund. If the System Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations on the date of termination will be distributed to franchisees in proportion to their respective contributions to the System Fund during the preceding 12 ~~Accounting Period~~ month accounting period. We and our affiliates will contribute to the System Fund on the same basis as franchise owners for any FIREHOUSE SUBS® Restaurants they own and operate. (Franchise Agreement - Section 11.1)

During the fiscal year ending December ~~25, 2016~~ 31, 2017, the System Fund spent contributions to it as follows:

| <b>Item</b>                | <b>% Spent</b>                |
|----------------------------|-------------------------------|
| Administrative and General | <del>6.1</del> <u>6.4</u> %   |
| Research and Development   | <del>3.7</del> <u>3.0</u> %   |
| Printing                   | <del>0.0</del> <u>0.0</u> %   |
| Professional Services      | <del>85.0</del> <u>82.4</u> % |
| Public Relations           | <del>2.4</del> <u>4.6</u> %   |
| Interest                   | <del>0.2</del> <u>0.0</u> %   |
| Other                      | <del>2.6</del> <u>7.6</u> %   |
| <b>Total</b>               | <b>100%</b>                   |

None of the System Fund is used to solicit franchisees.

We have not established an Advertising Council in relation to the System Fund, but see below regarding the Co-op.

## **Local Advertising**

In addition to your required contributions to the System Fund and any required market introduction advertising expenditures, you are obligated to spend for advertising and promotion of the Restaurant not less than 2% of your Gross Sales measured over continuing 6 Financial Statement Periods. We may review your books and records relating to your expenditures for such advertising and promotion. If we determine that you have not spent the requisite amounts, we may require you to pay the unexpended amounts into the System Fund. (Franchise Agreement – Section 11.5)

All advertising, promotion and marketing must be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. Samples of all advertising, promotional and marketing materials that we have not prepared or previously approved must be submitted for approval before you use them. If you do not receive written approval within 15 days after we receive the materials, we will be deemed to have disapproved them. You may not use any advertising or promotional materials that we have disapproved. (Franchise Agreement – Section 11.5) (See Items 6, 8 and 9)

## **Advertising Co-op**

We have established an association of franchisees (the “Co-op”) in which you must join and actively participate. We, along with the Area Representatives, are also Members of the Co-op. The Co-op is governed by a Board of Directors consisting of 13 members, 9 of whom are elected by you, 3 by the Area Representatives and 1 appointed by us. We have the sole right to authorize dissolution of the Co-op and to vote as a member or a director to resolve a tie as to any deadlock among members or directors. We, along with a majority of the Directors, may alter, amend or repeal the Amended and Restated Bylaws. A copy of the current form of Articles of Incorporation and Amended and Restated Bylaws are attached as Exhibits “K” and “L,” respectively. You must contribute not less than 2% of Gross Sales. The Co-op may require a higher contribution rate. For 2018, the contribution rate is 4% of Gross Sales. Failure to timely contribute the amounts required by the Co-op constitutes a material ~~break~~breach of your Franchise Agreement. We must approve all advertising utilized by the Co-op and it must use our MIS System and pay us our MIS System Fee. (Franchise Agreement – Section 11.6)

## **Hardware and Software Requirements**

You must obtain a Back Office PC that meets our specifications and standards, which may change from time to time, two telephone lines, wired high-speed internet connection with a minimum speed of 1.5Mbs, and an approved POS system. The Back Office PC must contain, and you must be reasonably proficient with, such computer software programs that we designate for use from time to time, including: database, spreadsheet, financial, word processing, communications, e-mail and calendaring programs. You must: (a) supply us with any and all codes, passwords, and information necessary to access your computer network and not change them without first notifying us; and (b) not load or utilize any software that we have not specified or approved for us. We and approved third parties for support will have access to your computer network at all times. (Franchise Agreement – Section 10.6)

Currently ~~the minimum requirements for the Back Office PC, which may be purchased from any computer equipment manufacturer, are an Intel Core i3 processor, 8 GB RAM, DVD Drive, 120 GB drive, Wired Network Card, DSL or cable modem, Sound Card and Speakers, Keyboard, Mouse, and a 17” Monitor and a printer (wired and preferably an HP laser printer). We currently require the following~~you must purchase the manager work station computer from our approved supplier. The computer is pre-loaded with the NBO software we currently use as well as other minimum required operating software which may change from time to time. The currently required minimum additional software pre-loaded on the work state includes: Windows 7 or Windows 10 with Microsoft Office 2007, 2010, or 2013 installed (to include Excel, Word, and PowerPoint) manufactured by Microsoft Corp., 1



Microsoft Way, Redmond, Washington 98052 (425) 882-8080. You must have Adobe Reader version 11 installed. You must have an anti-virus program licensed for business use with an active definition subscription installed on all Windows-based computer systems and must be configured to automatically update. You are responsible for obtaining the necessary training for proficiency in these programs. ~~You may obtain the Back Office PC and software from anyone you choose.~~ We do not require you to purchase an ongoing service contract for these programs or Back Office PC. We may provide you guidance and assistance with respect to the operation of this system in accordance with our System Standards.

A POS System that we designate, which may change from time to time, must be installed. The POS System must have a minimum of 2 POS units. The POS System must be connected to the internet via a wired high-speed internet connection.

In general, we estimate that the cost to obtain these systems is as follows:

| <b>System</b>                      | <b>Base Price</b>                 |
|------------------------------------|-----------------------------------|
| 2 POS System with Back Office PC   | <del>\$11,591</del> <u>11,706</u> |
| <del>2 POS System without PC</del> | <del>\$10,435</del>               |
| 3 POS System with Back Office PC   | <del>\$15,173</del> <u>14,925</u> |
| <del>3 POS System without PC</del> | <del>\$14,278</del>               |

Prices may change mid-year.

You will be required to upgrade the hardware and software from time to time. The estimated cost of such upgrades is between \$500 and ~~\$7,000~~ 10,000 per year.

Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades or updates to your Back Office PC. Currently, there are no optional or required maintenance/upgrade contracts for the Back Office PC. We estimate that it will cost you ~~up to \$245~~ \$297 plus any appropriate tax for a normal 2 POS system per month for a subscription and help desk support from the POS vendor for the POS System. ~~This monthly fee provides~~ This cost includes online ordering charges, free shipping for covered hardware maintenance items as well as help desk support for the cash register and POS System. ~~The antivirus protection for the operation of the POS must be purchased separately. The POS Vendor help desk will provide assistance with the many reports available and the operation of the POS System~~ This cost does not include full support for your manager work station. RTG will help support the NBO functionality on your manager workstation, install antivirus, and other software to support the NBO functionality. If there is a mechanical malfunction with the POS System, the vendor works with you ~~to get a replacement.~~ over the telephone to narrow down the problem. If it turns out to be hardware related, the vendor will send you a replacement device that you will need to install and return the failed one. The vendor will walk you through this over the telephone if help is needed. The one exception is the site controller. If the site controller fails, the vendor will send out a technician to install it.

Generally, you will incur a monthly cost to obtain access to internet services from an internet service provider (“ISP”) and a digital subscriber line (“DSL”). We estimate that your monthly fee for an ISP, including a DSL, would range from \$50 to \$125 depending on the services provided by the ISP.

You must use the reporting and accounting system that we require from time to time. You must deliver financial and operating reports to us including via access to our internet accounting system. We have access to such information through the computer system at all times. (Franchise Agreement – Sections 12.1 and 12.2) We charge an accounting system fee. See Item 6.

We are not obligated to provide or assist you in obtaining any of the above items or services.

### **PCI-DSS Compliance**

Firehouse of America has partnered with Netsurion to assist the franchisee with compliance of the Payment Card Industry Data Security Standard (PCI-DSS). Netsurion provides a managed firewall which must be installed at all times between the Internet Service Provider (ISP) equipment and the computer equipment in the restaurant (POS system, back office computer, camera equipment, etc.), satisfying one requirement of the PCI-DSS. The franchisee is solely responsible for meeting all requirements of the PCI-DSS as outlined on the Payment Card Industry Security Standards Council website and the credit card merchant agreement. The base service is currently provided at no cost to the franchisee. To remain compliant, there may be additional hardware and software you need to purchase as well as other procedures and yearly training that must be followed.

### **Websites**

We will control or designate the manner of your use of all URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin (“e-names”). We will also designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chatrooms, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software or hardware (collectively, “e-commerce”). You must follow all of our policies and procedures for the use and regulation of e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks or the System which we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce that we designate or operate. We may require that you provide information to us via e-commerce. You must be bound by any terms of use, privacy policy and copyright notice and takedown policies and the like that we establish from time to time. We may require you to, at your expense, coordinate your e-commerce activities with us, other FIREHOUSE SUBS® Restaurants, suppliers and affiliates. We may require you to participate in any internet or intranet networks we establish and obtain the services of and pay the then-current fees for ISP and ASP services and the like. We own all rights, title and interest in and to any and all websites and any e-names we commission or utilize, or require or permit you to utilize, in connection with the System which bear our Marks or any derivative of our Marks. We own all rights, title and interest in and to any and all data or other information collected via e-commerce related to the System or the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. Such data or other information also constitutes our Confidential Information. (Franchise Agreement - Section 11.7)

### **Time To Opening**

If you enter into a Deposit Agreement with us, you must sign a Franchise Agreement within 60 days. You must open your Restaurant within 12 months of our approval of the Site and the lease for it.

During ~~2016,2017~~, the time to open a Restaurant, measured from the date of the Franchise Agreement, ranged from ~~23~~ to ~~4057~~ months. This interval may vary depending on the location and condition of the Site, the construction schedule for the Restaurant, the extent to which an existing location must be upgraded or remodeled, the delivery schedule for equipment and supplies, delays in securing financing arrangements, delays in completing required training and compliance with local laws and regulations. You may not open the Restaurant for business until: (1) we inspect and certify that the Restaurant has been developed according to our then-current specifications and standards; (2)



pre-opening training has been completed to our satisfaction; (3) you provide us with evidence that you and your management personnel have completed training at authorized facilities; (4) the initial franchise fee and all other amounts then due to us, your landlord, governmental authorities and our suppliers have been paid; (5) you have obtained all required building, utility, sign, health, sanitation, business permits, certificates and licenses required to operate the Restaurant; (6) we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums that we request; and (7) we have received signed counterparts of all required documents pertaining to your acquisition of the Site (including any required agreements between you and us). You must open the Restaurant for business within 12 months following our approval of the Site, and within 10 days after we notify you that the Restaurant is ready to open. (Franchise Agreement - Section 4.5)

**Training**

You and 1 other person (2 of your owners if you are a business entity) must also complete the initial training program that we provide to franchisees (the “**Training Program**”) to our satisfaction. The Training Program lasts for approximately 8 weeks. The initial 6-7 weeks of training will be conducted at one of our Training Restaurants or any other restaurant which we may designate from time to time. The final week of classroom training is presently conducted at our headquarters in Jacksonville, Florida. The initial training is provided on an as-needed basis, depending on where each franchisee is in the process of opening the first Restaurant. Training is timed as close as possible to the opening of your first Restaurant. If an Area Representative is located in your Trade Area, training may be provided by such Area Representative at a FIREHOUSE SUBS® Restaurant that we have certified as a training facility. See Exhibit “O” for more information regarding our Area Representatives. You are responsible for your compensation, travel, lodging and living expenses incurred in connection with your attendance at any training program. Neither you nor any other trainee of yours are an employee of ours, and therefore, you and any trainee of yours are not covered by our workman’s compensation insurance. We require all trainees to sign our standard Liability Waiver and Release attached as an exhibit to our Franchise Agreement. Currently our Training Program consists of the following:

**TRAINING PROGRAM**

| <b>Subject</b>   | <b>Hours Of Classroom Training</b> | <b>Hours Of On The Job Training</b> | <b>Location</b>   |
|--|------------------------------------|-------------------------------------|---|
| Skills Training Modules                                | 0                                  | 144                                 | Our office in Jacksonville, Florida and/or Area Representatives’ Training Restaurants |
| Administration Training                                | 0                                  | 96                                  | Our office in Jacksonville, Florida and/or Area Representatives’ Training Restaurants |
| Management Operations and Leadership Training          | 0                                  | 96                                  | Our office in Jacksonville, Florida and/or Area Representatives’ Training Restaurants |
| Franchisee <del>Certification</del> Classroom Sessions | 24                                 | 0                                   | Our office in Jacksonville, Florida   |
| Franchise Departmental Workshops                       | 11                                 | 0                                   | Our office in Jacksonville, Florida   |
| <b>TOTAL</b>   | <b>35</b>                          | <b>336</b>                          |   |

The materials used in training include the Manuals, [online training tools](#), as well as other presentation materials, including PowerPoint presentations, DVDs and handouts. It is the nature of the FIREHOUSE SUBS® Restaurant business that all aspects of training are integrated, that is, there are no definitive starting and stopping times. All training will be conducted by our Training Department, our Area Representatives and/or other affiliates (see Exhibit “O” for information regarding our Area Representatives and Item 2 for information regarding our trainers not listed below). Each instructor will have at least 2 years experience in the subject matter being taught. ~~**Josh Culbreth, Senior Manager of Training:** Mr. Culbreth was promoted to Senior Manager of Training in July 2015. Prior to then, he was our Manager of Training from April 2013 to July 2015. Shortly after graduating from Florida State University, Josh started with our system in August of 2010 as a Shift Leader and worked his way up to General Manager.~~

**Tim Foster, Manager of Training:** Mr. Foster was promoted to Manager of Training in August 2015. After graduating with a degree in Business Management from Florida State University, Tim started out in our company-owned restaurants in 2011 and worked his way up.

**Liz Anderson, Senior Public Relations Manager:** Ms. Anderson was promoted to Senior Public Relations Manager for us in December of 2015. Previously, she was our Public Relations Manager from November 2013 to December 2015. Prior to joining us, she was the Public Relations and Media Specialist for the national non-profit American Indian Alaska Native Tourism Association in Albuquerque, New Mexico from March 2013 to November 2013. Ms. Anderson manages our public relations and is in charge of our public relations agency of record, ~~The Zimmerman Agency~~, where she oversees strategy, storylines and publicity goals with the goal of best in class local and national publicity for the Firehouse system.

**Gina Brown, Manager of Finance and Compliance:** Mrs. Brown started working with us in 2011 as a Financial Services Accountant. She began working with the Firehouse Subs Public Safety Foundation in April 2015. Mrs. Brown was promoted to Manager of Finance and Compliance for the Firehouse Subs Public Safety Foundation in August 2016. [She was promoted to Senior Manager of Finance and Compliance in January 2018.](#) She came to us from Habitat for Humanity of Jacksonville, Inc., Jacksonville, Florida, where she worked as a staff accountant. Mrs. Brown brings with her [1415](#) years of accounting, [89](#) years of nonprofit experience, and a Bachelor’s Degree in Business Finance.

[Misty Cameron, Manager of Construction Services:](#) [Ms. Cameron joined our Construction Services team in 2014 as a Construction Services Coordinator. She was promoted to Manager of Construction Services in November 2016.](#)

**Nicolas Desbaillets, Accounts Receivable Manager:** Nicolas Desbaillets began his career with us as an Accounts Receivable Administrator in April of 2015. In December of 2015, Nicolas was promoted to Accounts Receivable Manager. From March 2012 until April 2015, Mr. Desbaillets worked as a Staff Accountant for A-1 Accounting & Business Services, LLC, in St. Petersburg, Florida. Nicolas graduated from the University of South Florida in 2008, with a B. S. degree in Accounting and received his A.A. in Business Economics from St. Petersburg College. Mr. Desbaillets is responsible for all Royalty, Marketing and Foundation receivables, and provides training and support for any receivables from our franchisees and area representatives.

**Angela Daidone: Senior Manager of Corporate Communications:** Angela Daidone joined our Corporate Communications team in 2014 as a Writer / Editor, and she was promoted to Manager of Corporate Communications in August 2015. [In 2017, there was a reorganization of the Corporate Communications Department, now known as the Corporate Affairs Department. Corporate Communications became a discipline within the Corporate Affairs Department and she assumed the role of Senior Manager of Corporate Communications in October 2017.](#) Ms. Daidone works ~~daily~~ to ensure

clear, concise and timely messages are delivered to the field to keep operators informed. She received a Bachelor of Arts Degree in Communications with a specialization in Public Relations from Flagler College in 2012.

**Jeriamie Erickson, CPA, Senior Manager of Tax & Compliance:** Mr. Erickson joined FRG as a Senior Accountant in August of 2014. He was promoted to Senior Manager of Tax and Compliance in January 2017. Prior to joining FRG, he was a Senior Associate Accountant at Dixon Hughes Goodman, a large public accounting firm, in Jacksonville, Florida from January of 2008 until August of 2014. Prior to beginning a career in accounting, Mr. Erickson served in the United States Navy as an Electronics Technician from August 1997 to April of 2005. He is a graduate of the University of North Florida with a B.A. degree in Accounting and Business Management. Mr. Erickson is a licensed CPA in the state of Florida and is responsible for both domestic and foreign compliance reporting, as well as assisting with various accounting functions in the Financial Services Department.

**Jacquelyn Gubbins, Senior Manager ~~Foundation~~ ~~Programs of~~ Marketing and Communications:** Ms. Gubbins was promoted to Senior Manager of Marketing and Communications in January 2018. Prior to that, she was Senior Manager Foundation Programs of the Firehouse Subs Public Safety Foundation ~~in~~beginning December 2015. She was Foundation Programs Manager of Firehouse Subs Public Safety Foundation from December 2013 to December 2015. She began with us in March of 2012 in the role of Foundation Coordinator. Ms. Gubbins came to Firehouse Subs from the North Florida Chapter of Juvenile Diabetes Research Foundation (JDRF). She received a Bachelor's Degree in Communications with an emphasis in Public Relations from Flagler College in St. Augustine, Florida in 2011.

~~**Brittany Johnson: Manager of Brand Marketing:** Mrs. Johnson was promoted to Manager of Brand Marketing in July 2015. Prior to that, she was Regional Marketing Manager from November 2011 to July 2015. Before that, she was the Local Store Marketing Manager from August 2010 to November 2011. From September 2008 through August 2010, she was the Local Store Marketing Coordinator. Her responsibilities include vendor marketing programs, Firehouse Subs Public Safety Foundation marketing menu and price management and field support project management. She received a Bachelor of Science Degree in Marketing from the University of Florida in 2007.~~

**Laura Beth Huber, Public Relations Associate:** Mrs. Huber joined the Public Relations team in April of 2017. Prior to joining us, she managed media relations and content creations for clients in the consumer tech and hospitality industries at a nation public relations agency. From January 2013 to April 2016, she was a Press Secretary for the Indiana State Senate where she managed the media relations and ran the social media accounts for the minority caucus. Mrs. Huber works with Liz Anderson to guide the public relations of the brand and our public relations agency, where she executes strategy to obtain publicity goals for the Firehouse Subs® brand.

**Virginia Narramore, Performance Analyst:** Ms. Narramore joined our Reporting and Analytics team in 2016 as a Reporting Coordinator. She was promoted to Performance Analyst in December of 2016. She completes weekly and monthly reports covering sales and guest experience performance which are distributed to the franchise community.

**Matt Olsen, Senior Manager of Digital Marketing:** Mr. Olsen began his career with us as digital coordinator in November, 2010. He helps lead digital marketing strategy, digital user experience, and new marketing technology. He graduated from University of North Florida in 2008 with a Bachelor Degree in Communication - Journalism.

~~**Ann McAuliffe: Field Marketing Coordinator:** Ann joined us in February of 2015 as the Field Marketing Coordinator. Prior to joining us, she was a Sales & Services Manager at Visit Jacksonville where she helped to attract conventions and tourists to the Northeast Florida area. Her~~

~~responsibilities include managing Station Tools, managing the B2B mailer program, and providing support to the Field Team. She received a Bachelor of Science Degree in Hospitality Management from the University of Central Florida in 2006.~~

~~**Fawn Radwanski, Manager of Financial Operations:** Ms. Radwanski was promoted to Manager of Financial Operations in December of 2013. Previously she was our Accounts Payable Specialist from January 2013 to December 2013. Prior to then, she was our Accounts Payable Administrator from July 2010 to January 2013. Ms. Radwanski is responsible for accounts payable for all company-owned restaurants and provides Quickbooks training and support to Firehouse Subs Franchisees and Area Representatives.~~

**Nancy Palmer, Events and Outreach Coordinator:** Mrs. Palmer began her association with Firehouse Subs Public Safety Foundation as a volunteer during the annual tennis tournament fundraiser. She officially joined the staff in July of 2016 and was promoted to her current position in September 2017.

~~**Brady Rigdon, Procurement Specialist:** Brady joined the Firehouse Subs Public Safety Foundation in November 2013 as the Procurement Specialist, purchasing the equipment that is awarded to public safety agencies through their quarterly grant program. Brady is also a Battalion Chief with the Jacksonville Fire and Rescue Department with nearly 26 years of service to the citizens of Jacksonville. Brady holds a Master's degree in Public Administration from the University of North Florida.~~**Steven Miligan, Manager of Training:** Mr. Milligan was promoted to Manager of Training in February 2018. He is a graduate from the University of North Florida with Bachelor degrees in Business Management and Business Marketing. Steven started out with us in one of our company-owned restaurants in 2008. Prior to this promotion, Steven worked his way up to Senior General Manager with responsibilities for 2 company-owned locations.

**Bryan Robst, Senior Manager of Infrastructure:** Mr. Robst was promoted to Senior Manager of Infrastructure in August 2016. Prior to then, he was our Manager of Infrastructure from September 2015 to August 2016. He was previously IT Support Manager from January 2015 to September 2015. He joined us in 2011 as IT Support Specialist. Prior to that, he was Provider Relations Project Specialist for Align Networks in Jacksonville, Florida from June 2006 to August 2011.

~~**Meghan Vargas, Sr. Bill Uradnik, Senior Manager of Development:** Mrs. Vargas **Real Estate Services:** Mr. Uradnik was promoted to Sr. Manger of Development for the Firehouse Subs Public Safety Foundation in June 2014. Prior to then Senior Manager of Real Estate Services in April 2016. Prior to that, shehe was its Developmentour Manager of Real Estate Services from December 2011 to June 2014. She began with us in December 2009 as Community Programs Manager of the Firehouse Subs Public Safety Foundation. February 2013 to April 2016. Mr. Uradnik's tenure in restaurant real estate began in 2007.~~

~~**Jimmy Vinicky: Manager of Social Marketing:** Jimmy started with us in April 2012 as Online Community Coordinator. He was promoted to Manager of Social Marketing in December 2013. As Manager of Social Marketing, his responsibilities include content creation, audience building, and guest relations across our social media channels.~~

**James Webb, IT Support Specialist Solutions Engineer:** Mr. Webb joined us in 2015 as was promoted to IT Solutions Engineer in January 2018. From 2015 to January 2018, Mr. Webb was our IT Support Specialist. Prior to that, he was Satellite and Network Technician for Remote Satellite Systems International in Santa Rosa, California, from August 2014 to August 2015.

We may require you to attend periodic refresher training courses at such times and places as we designate. We may charge fees for such courses.

## Operations Manual

The table of contents of our Manual is specified in Exhibit “H.” Instead of providing a paper version, we may provide access to the Manual solely through electronic means.

### **ITEM 12. TERRITORY**

**You will not receive an exclusive territory ~~for our Unit Franchise Program or our Area Development Program~~. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.**

#### **Unit Franchise Program**

The franchise is granted for a specific location that first must be approved by us (the “Site”). The trade area (“Trade Area”) of FIREHOUSE SUBS® Restaurants generally consists of the Site and the geographic area within a ~~1~~2-mile radius around the Site, although we may vary its size under special circumstances. We will not approve a Site within the Trade Area of any other FIREHOUSE SUBS® Restaurants. As long as you are in compliance with the Franchise Agreement, we will not grant a franchise for, nor ~~do~~ ourselves operate, FIREHOUSE SUBS® Restaurants within your Trade Area. Other than your right to operate the Restaurant in its Trade Area, we do not grant you any territorial rights whatsoever (other than through the Area Development Program – see below). We may establish other FIREHOUSE SUBS® Restaurants (franchised or owned by us) anywhere that may compete with your location. We retain the right (in our sole discretion) to sell products and provide services authorized for sale by FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Trade Area.

#### **Area Development Program**

The Area Development Program is granted for a specific geographical area (the “Development Area”) as identified in the Development Agreement. The Development Area generally consists of an area with boundaries on the north, south, east and west with the number of trade areas identified that the new franchisee is purchasing. Consideration to protected distances of stores (1 mile in the franchise agreement) is determined when mapping out the area. As long as you are in compliance with the ~~franchise agreement~~Franchise Agreement, we will not grant a franchise for a FIREHOUSE SUBS® Restaurant to be located in the Development Area. If you comply with the Development Agreement and all franchise agreements with us, then during the term of the Development Agreement, we will not operate (directly or through an affiliate) nor grant a FIREHOUSE SUBS® franchise for the operation of any Restaurant to be located within your Development Area, except for franchises granted to you. We retain the right (in our sole discretion) to sell products and provide services authorized for sale by FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Development Area. If you do not meet the Development Schedule, we may terminate the Development Agreement.

At the end of the 3rd Development Year, and every 36 months thereafter, we may reassess the prospects for the development of FIREHOUSE SUBS® Restaurants in the Development Area. At that time, we may adjust the number of Restaurants to be developed within the Development Area to account for growth in population and other relevant demographics. If we do so, you and we will agree on a new Development Schedule by increasing the number of Restaurants that you are to develop, and extending



the Development Period based on the average time for developing new Restaurants in the current Development Schedule or by mutual agreement. If you do not agree to this new schedule, then we may develop additional FIREHOUSE SUBS® Restaurants within the Development Area either ourselves or through other franchisees, but you will maintain the right and obligation to own, open and operate the Restaurants subject to the Development Schedule.

Other than our area development program (see Items 1 and 5), we do not generally grant options, rights of first refusal, or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire additional franchised FIREHOUSE SUBS® Restaurants from us if you meet our qualifications at the time you apply. And we may limit the number of Restaurants owned by any franchisee or its affiliates. You may only relocate your Restaurant with our approval, both for the relocation and for the new site. We apply the same considerations for evaluating relocations of a Restaurant and the leasing of an additional site as we do for Restaurants and sites generally.

### **Rights We Retain:**

Nevertheless, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

(a) solicit prospective franchisees and grant franchises or other rights to operate FIREHOUSE SUBS® Restaurants through national or regional advertising, trade shows or conventions or through e-commerce or similar means;

(b) own and operate FIREHOUSE SUBS® Restaurants ourselves or through affiliates except in your Trade Area;

(c) sell, solicit, recruit and provide services for Restaurants or any franchised business not defined as a FIREHOUSE SUBS® Restaurant;

(d) sell and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Trade Area or Development Area and pursuant to such terms and conditions as we consider appropriate; ~~and~~

(e) to sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants to Nontraditional Locations, which are locations for which the majority of the persons entering the premises typically do so for the purposes other than patronizing the FIREHOUSE SUBS® Restaurant, including, but not limited to airports, military installations, hotels, railway stations and their direct surroundings, bus stations, service plazas established by governmental or quasi-governmental entities on motorways and highways, gas stations, convenience stores, universities and schools, amusement parks, cruise ships, hospitals and residences, sports centers and clubs, and similar locations for distribution within and outside of your Trade Area and pursuant to such terms and conditions as we consider appropriate; and

(f) ~~(e)~~ solicit prospective franchisees for, and own and operate, businesses and restaurants of any other kind or nature, anywhere.

You may use the Internet to advertise only in compliance with the Franchise Agreement.

**ITEM 13.  
TRADEMARKS**

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your FIREHOUSE SUBS® Restaurant. The primary trademarks and service marks we use are as follows:



®

**FIREHOUSE SUBS®**



®



®



**FOUNDED BY FIREMEN**





®

**Trademark and Service Registrations.**



The status of the registrations of our primary Marks and certain others on the Principal Register of the United States Patent and Trademark Office (the “PTO”) is as follows:

| <b>REGISTERED TRADEMARKS AND SERVICE MARKS</b> |                 |                  |  |
|--|-----------------|------------------|--|
| <b>MARK</b>                                    | <b>REG. NO.</b> | <b>REG. DATE</b> | <b>GOODS/SERVICES</b>                            |
|  | 1,903,135*      | July 4, 1995     | Restaurant services                              |
|  | 1,983,934*      | July 2, 1996     | Restaurant services, Providing of food and drink |



| REGISTERED TRADEMARKS AND SERVICE MARKS  |                  |                     |  |
|--|------------------|---------------------|--|
| MARK   | REG. NO.         | REG. DATE           | GOODS/SERVICES   |
|   | 3,316,544*       | October 23, 2007    | Magnetically encoded credit cards, gift cards  |
|  | 3,482,187*       | August 5, 2008      | Restaurant services  |
|  | 3,482,188*       | August 5, 2008      | Restaurant franchising   |
|   | 3,323,158*       | October 30, 2007    | Cups; Drinking cups  |
|  | 3,246,353*       | May 29, 2007        | Restaurant franchising   |
|  | 3,253,052*       | June 19, 2007       | Restaurant services  |
|  | 3,833,616        | August 17, 2010     | Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks |
|   | 2,795,059*       | December 16, 2003   | Charitable Fund raising  |
|  | 2,866,824*       | July 27, 2004       | Clothing, namely t-shirts, golf shirts and polo shirts   |
|  | 3,012,834*       | November 8, 2005    | Restaurant franchising   |
|  | 3,012,835*       | November 8, 2005    | Restaurant services  |
|  | 3,027,226*       | December 13, 2005   | Cereal based snack foods; foods, namely cookies and brownies   |
|  | 3,031,378*       | December 20, 2005   | Pastries and dessert items, namely cookies and brownies  |
|  | 3,063,737*       | February 28, 2006   | Stickers   |
|  | 3,070,838*       | March 21, 2006      | Hats; toy vehicles   |
|  | 3,070,844*       | March 21, 2006      | Bags, namely paper bags  |
|  | 3,082,197*       | April 18, 2006      | Paper for wrapping and packaging of food   |
|  | 3,306,295*       | October 9, 2007     | Magnetically encoded credit cards, gift cards  |
| 3,323,157*   | October 30, 2007 | Cups; Drinking cups |  |
| <br> | 3,173,205*       | November 21, 2006   | Sauces   |
|   | 3,357,598*       | December 18, 2007   | Accepting and administering monetary charitable contributions; Charitable fund raising   |
| <b>CAPTAIN SORENSEN'S</b>  | 3,161,773*       | October 24, 2006    | Sauces   |
| <b>ENGINEER</b>  | 3,355,508*       | December 18, 2007   | Sandwiches   |
| <b>ENGINEER SUB</b>  | 2,786,569*       | November 25, 2003   | Food products, namely sandwiches   |
| <b>FIREHOUSE</b>   | 3,000,715*       | September 27, 2005  | Clothing, namely shirts  |
| <b>FIREHOUSE HERO</b>  | 3,323,735*       | October 30, 2007    | Sandwiches   |
| <b>FIREHOUSE "HERO" SUB</b>  | 3,017,190*       | November 22, 2005   | Sandwiches   |
| <b>FIREHOUSE STEAK &amp; CHEESE</b>  | 3,323,736*       | October 30, 2007    | Sandwiches   |
| <b>FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION</b>   | 3,618,997*       | May 5, 2009         | Accepting and administering monetary charitable contributions; Charitable fund raising services  |

| <b>REGISTERED TRADEMARKS AND SERVICE MARKS</b> |                         |  |  |
|--|-------------------------|--|--|
| <b>MARK</b>                                    | <b>REG. NO.</b>         | <b>REG. DATE</b>   | <b>GOODS/SERVICES</b>  |
| <b>FIREHOUSE SUBS</b>                          | 2,606,263*              | August 13, 2002  | Restaurant services specializing in submarine style sandwiches for public consumption  |
|  | 2,795,060*              | December 16, 2003  | Charitable fund raising  |
|  | 3,014,796*              | November 15, 2005  | Restaurant franchising   |
|  | 3,027,225*              | December 13, 2005  | Cereal based snack foods; foods, namely cookies and brownies   |
|  | 3,031,377*              | December 20, 2005  | Pastries and dessert items, namely cookies and brownies  |
|  | 3,063,736*              | February 28, 2006  | Stickers   |
|  | 3,065,955*              | March 7, 2006  | Bags, namely paper bags  |
|  | 3,070,837*              | March 21, 2006   | Hats; toy vehicles   |
|  | 3,082,196*              | April 18, 2006   | Paper for wrapping and packaging of food   |
|  | 3,261,752*              | July 10, 2007  | Gift cards; Magnetically encoded credit cards  |
|  | 3,323,156*              | October 30, 2007   | Cups, Drinking cups  |
|  | 3,382,694*              | February 12, 2008  | Financial services in the field of money lending; Consumer lending services  |
|  | 3,615,605*              | May 5, 2009  | Golf shirts; Polo shirts; Shirts; Short-sleeved or long-sleeved shirts; T-shirts; Short-sleeved shirts; Sports shirts; Sport shirts; sports shirts with short sleeves; T-shirts; Tee-shirts  |
| 3,827,073*                                     | August 3, 2010          | Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks |  |
| <b>FOUNDED BY FIREMEN †</b>                    | 3,413,742*              | April 15, 2008   | Restaurant services  |
| <b>FOUNDED BY FIREMEN †</b>                    | 3,413,743*              | April 15, 2008   | Restaurant franchising   |
| <b><u>FOUNDED BY FIREMEN</u></b>               | <b><u>5,301,445</u></b> | <b><u>October 3, 2017</u></b>  | <b><u>Restaurant and catering services, restaurant services featuring sandwiches, restaurant services, namely, providing of food and beverages for consumption on and off premises</u></b>   |
| <b><u>FOUNDED BY FIREMEN</u></b>               | <b><u>5,385,397</u></b> | <b><u>January 23, 2018</u></b>   | <b><u>Franchising, namely, consultation and assistance in business management, organization and promotion; administration of the business affairs of franchises, restaurant franchising, namely offering business management assistance in the establishment and/or operation of restaurants</u></b> |
| <b>FULLY INVOLVED</b>                          | 2,784,438*              | November 18, 2003  | Restaurant services  |
| <b>HOOK &amp; LADDER</b>                       | 3,323,733*              | October 30, 2007   | Sandwiches   |
| <b>HOOK &amp; LADDER SUB</b>                   | 2,797,711*              | December 23, 2003  | Food products, namely sandwiches   |
| <b>NEW YORK STEAMER</b>                        | 3,323,734*              | October 30, 2007   | Sandwiches   |
| <b>NEW YORK STEAMER SUB</b>                    | 2,802,416*              | January 6, 2004  | Food products, namely sandwiches   |

| REGISTERED TRADEMARKS AND SERVICE MARKS   |                                  |  |   |
|---|----------------------------------|--|---|
| MARK  | REG. NO.                         | REG. DATE                                | GOODS/SERVICES  |
|  | 3,791,438*                       | May 18, 2010                             | Fruit-flavored beverages  |
| <b>FIREHOUSE MEATBALL</b>   | 3,751,737*                       | February 23, 2010                        | Sandwiches  |
| <b>THE ROOKIE</b>   | 3,847,091*                       | September 14, 2010                       | Restaurant services; prepared lunches, dinners and meals; box lunches, box dinners and box meals; prepackaged lunches, dinners and meals; catering services, restaurant catering  |
|  | 4,618,210                        | October 7, 2014                          | Fruit-flavored beverages  |
| <b>FIREHOUSE FUNDS</b>  | 4,738,798                        | May 19, 2015                             | Magnetically encoded gift cards-  |
| <a href="#"><u>OUR WAY BEATS THEIR WAY. IF YOU DON'T AGREE, IT'S FREE.</u></a>    | <a href="#"><u>4,229,755</u></a> | <a href="#"><u>October 23, 2012</u></a>  | <a href="#"><u>Restaurant services; restaurant services, including sit-down service of food and take-out services; restaurant services, namely, providing of food and beverages for consumption on and off the premises</u></a>   |
| <a href="#"><u>FIREHOUSE SALAD</u></a>  | <a href="#"><u>4,639,978</u></a> | <a href="#"><u>November 18, 2014</u></a> | <a href="#"><u>Garden salads; salads, namely, garden and vegetable salads with meat and cheese</u></a>  |
| <a href="#"><u>HEROFUEL</u></a>   | <a href="#"><u>4,879,768</u></a> | <a href="#"><u>January 5, 2016</u></a>   | <a href="#"><u>Promoting the public awareness of the charitable giving of others, namely, publicizing charitable donations, good deeds, random acts of kindness and inspirational stories and happy and healthy living; promoting public awareness in the field of charitable giving of others, good deeds, act of kindness, inspirational stories, and happy and healthy living. Providing an on-line forum for the sharing of information and videos about charitable giving of others, good deeds, acts of kindness, inspirational stories, and happy and healthy living</u></a> |
| <a href="#"><u>THE HERO OF ALL SUBS</u></a>                                       | <a href="#"><u>5,079,829</u></a> | <a href="#"><u>November 8, 2016</u></a>  | <a href="#"><u>Restaurant services; restaurant services featuring sandwiches; restaurant services, namely, providing food and beverages for consumption on and off the premises; restaurants; take-out restaurant services</u></a>  |
| <a href="#"><u>THE LIEUTENANT</u></a>   | <a href="#"><u>5,155,234</u></a> | <a href="#"><u>March 7, 2017</u></a>     | <a href="#"><u>Prepared meals, namely, lunches, dinners, box lunches, box dinners, box meals, prepackaged lunches, prepackaged dinners and prepackaged meals consisting primarily of sandwiches</u></a>   |

\*These registrations were granted incontestable status by the PTO in accordance with 15 U.S.C. §§ 1065 and 1115(b).

†These registrations are registered on the Supplemental Register of the PTO and not on the Principal Register.

This list represents all of our primary Marks and certain others. It is not an exclusive list of Marks you will be authorized to use.

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and, except as summarized below, there are no pending infringements, opposition or cancellation proceedings, or material litigation involving the principal trademarks. All affidavits and renewals required by the PTO where necessary have been filed.

FRG has granted us a worldwide, non-exclusive, license to use and to license our franchisees the right to use the Marks in connection with the ownership and operation of the Restaurants pursuant to the terms and conditions of a written Trademark, Technology and Know-How License Agreement dated December 27, 2004. The term of such agreement is perpetual.

#### **Use of the Marks.**

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols (except for those we license to you). You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

#### **Infringements.**

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, PTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interests in the Marks.

#### **Changes to the Mark.**

If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

#### **Indemnification.**

We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of the Marks resulting from

claims by third parties that your use of any of the Marks infringes their trademark rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of our agreements with you. We will not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of our agreements with you. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. If we elect to defend the claim, we will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

### **Other Uses and Proceedings.**

We are aware of other restaurants and/or bars using the term Firehouse in their names, including in Dayton, Ohio, Geneva-on-the-Lake, Ohio, Tampa, Florida, Johnson City, Tennessee, Parkville, Maryland, Rapid City, South Dakota, Houston, Texas, Somersville, Connecticut and Stafford Springs, Connecticut. We are not familiar with their operations, or when they started using the names. But, they may have certain rights to continue business under their trade names. From time to time we learn of other restaurants, bars and businesses that use the term Firehouse in their names. Some of these businesses may have certain rights to continue business under their trade names using the term Firehouse. We address these matters on a case-by-case basis and take action depending upon the circumstances. Additionally, a restaurant and bar located in Myrtle Beach, South Carolina has the right to continue operating under the name Calli Baker's Firehouse Bar and Grill, a restaurant and bar located in Cincinnati, Ohio has the right to continue operating under the name Firehouse Grill, and a winery that also provides an on-site restaurant located in Geneva-on-the-Lake, Ohio has the right to continue to operate under the name Firehouse Winery and offer those services within neighboring counties. Except for the foregoing, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

On March 16, 1999, FRG filed a petition to cancel registration number 1,903,135 for the mark "FIREHOUSE and Dalmatian logo." The respondent raised no counterclaims or defenses challenging FRG's trademark or service mark rights or registrations. FRG settled with the respondent, in which the respondent assigned all of its rights, title and interest in and to that registration and registration number 1,903,134, and its common law rights to FRG. In return, FRG granted respondent a limited license to use the marks depicted in those two registrations in connection with its business. The proceeding was dismissed with prejudice on August 20, 2001. Cancellation proceeding number 92028849, *Firehouse Restaurant Group, Inc. v. Firehouse Wing Co., Inc.*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On July 31, 2003, FRG filed petitions seeking cancellation of registration number 2,304,334 for the mark "Fire House Foods" and registration number 2,425,824 for the mark "Fire House." The respondent did not raise any counterclaims or defenses challenging our trademark or service mark rights or registrations. This proceeding was settled by the respondent transferring all of its rights and title in and to these marks to FRG. FRG, in turn, granted respondent a limited license to use them. Consolidated cancellation proceeding numbers 92042399 and 92042340, *Firehouse Restaurant Group, Inc. v. Bradley E. Son*, and *Firehouse Restaurant Group, Inc. v. Firehouse Foods, LLC*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On April 7, 2004, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 76484312 for the mark "Firehouse Saloon." The respondent raised no counterclaims or defenses challenging FRG's trademark or service mark rights or registrations. FRG settled with the respondent, in which the respondent assigned all of its rights, title and interest in and to that registration and registration and its common law rights to FRG. In return, FRG granted respondent a

limited license to use the mark depicted in the assigned application in connection with its business. The proceeding was dismissed with prejudice on June 23, 2005. Opposition proceeding number 91160052, *Firehouse Restaurant Group, Inc. v. Firehouse Saloon Incorporated*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On October 25, 2006, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 78477034 for the mark “The Firehouse Brewing Company.” On February 23, 2007, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 78477023 for the mark “The Firehouse American Pale Ale.” The respondent answered both petitions denying the allegations and raising defenses. The parties entered into a settlement agreement and the proceedings were dismissed. Pursuant to the resolution, the parties entered into a co-existence and consent agreement under which The Firehouse Brewing Company may use its “The Firehouse Brewing Company,” “The Firehouse American Pale Ale” and related marks in connection with the custom manufacture of beer and may obtain trademark registrations therefor, but restricting all other uses thereof. Opposition proceeding numbers 91173555 and 91175836, *Firehouse Restaurant Group, Inc. v. The Firehouse Brewing Company*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On September 19, 2007, FRG filed an opposition proceeding seeking to oppose pending service mark application serial number 77008488 for the mark “Old Firehouse Winery (and logo)” filed by the respondent, Old Firehouse Winery, Inc. The respondent answered the petition denying the allegations and raising defenses. The parties entered into a settlement agreement and the proceeding was dismissed with prejudice on May 11, 2012. Pursuant to the settlement agreement, Old Firehouse Winery, Inc. may use its “Firehouse Winery” marks and logos in connection with winery related services, and may provide restaurant services under those marks provided they are offered from winery locations within certain Ohio counties. Old Firehouse Winery, Inc. agreed not to object to FRG’s use of its marks, and FRG agreed not to serve or make available wine at locations within certain Ohio counties. Opposition proceeding number 91179580, *Firehouse Restaurant Group, Inc. v. Old Firehouse Winery, Inc.*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.

On June 6, 2011, FRG and three of its franchisees filed a lawsuit for trademark and service mark infringement against Firehouse Grill, LLC and two of its owners, Robert A. Davis and Molly Davis seeking damages and injunctive relief. FRG’s complaint alleges that defendants’ operation of a restaurant under the name “Firehouse Grill” constitutes, among other things, trademark and service mark infringement of FRG’s registered trademark and service mark rights. The defendants filed answers and counterclaims denying liability and seeking cancellation of several of FRG’s Marks. FRG moved to dismiss the counterclaims and defendants amended their counterclaims. On or about August 22, 2011, the parties executed a settlement agreement and on August 25, 2011, the parties filed a stipulation dismissing the lawsuit with prejudice. The defendants continue to operate their Firehouse Grill restaurant in Cincinnati, Ohio. *Firehouse Restaurant Group, Inc. et al. v. Robert A. Davis, Molly Davis and Firehouse Grill, LLC*, case no. 1:11cv365, United States District Court for the Southern District of Ohio, Western Division.

On April 29, 2015, FRG filed an opposition proceeding with the PTO seeking to oppose pending service mark application serial number 86089670 for the mark “Columbia Firehouse.” After the applicant filed an answer denying liability, the parties entered into a settlement agreement and the applicant expressly abandoned its application with prejudice. On August 15, 2016, the application was abandoned with prejudice and the opposition was dismissed without prejudice. Pursuant to the settlement agreement, the applicant may continue to operate a single location restaurant in Alexandria, Virginia under the name “Columbia Firehouse” with certain restrictions and limitations. Opposition proceeding number 91221728, *Firehouse Restaurant Group, Inc. v 109 South Saint Asaph, LLC*, United States Patent and Trademark Office, Trademark Trial and Appeal Board.



**ITEM 14.**  
**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

There are no patents or pending patents that are material to the franchise.

We claim copyrights in the Manual and the menus, and advertising materials and related items used in operating the franchise. These copyrights have not been registered with the United States Registrar of Copyrights.

The Manual, which is described in Item 11, and other materials we possess contain our confidential information. This information includes site selection criteria; recipes; methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of and experience, in developing and operating Restaurants; marketing and advertising programs for Restaurants; knowledge of specifications for and suppliers of certain fixtures, furnishings, equipment, products, materials and supplies; and knowledge of the operating results and financial performance of Restaurants other than your Restaurant.

All ideas, concepts, techniques or materials relating to Restaurants (including any specific to your Restaurant), whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, must be promptly disclosed to us, will be considered our property and part of our franchise system and will be considered to be works made-for-hire for us. You and your owners must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials.

Every FIREHOUSE SUBS® Restaurant contains a mural on a wall with artwork we commission. We own the artwork and all copyrights in it.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. See Items 5 and 7.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the FIREHOUSE SUBS® System.

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

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your best efforts to promote and enhance the Restaurant and not engage in any other business or activity that conflicts with your obligations to operate the Restaurant in compliance with the Franchise Agreement. You (or your owners) unless we agree otherwise, are obligated to participate personally in the direct operation of the Restaurant. Unless we approve otherwise, the operating partner must have and retain at least 50% ownership of the Restaurant.

If you are a corporation, limited liability company or limited partnership, your owners must not only personally guarantee your obligations under the Franchise Agreement but also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain



from engaging in specific activities. The form of “**Principal Owner’s Guaranty**” is attached as Exhibit “I.” We require you to complete a “**Principal Owner’s Statement**” in the form attached as Exhibit “J.” The Principal Owner’s Statement describes all of your owners and their interests in you. A Principal Owner is an owner of any ownership interest in a business entity. If your spouse or other family members are also owners of your business entity, they must sign the Principal Owner’s Guaranty.

**ITEM 16.  
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale all products, and perform all services, that we require from time to time for Restaurants. You may not offer for sale any products or perform any services that we have not authorized. (See Items 8 and 9) Our System Standards may regulate required or authorized products, product categories and supplies. We do not impose restrictions or conditions that limit your access to customers. We have the right to modify System Standards which may accommodate regional or local variations, and any such modifications may obligate you to invest additional capital in the Restaurant (“**Capital Modifications**”) and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under your Franchise Agreement. We will give you 30 days to comply with Capital Modifications but if a Capital Modification requires an expenditure of more than \$2,500, we will give you 3 months to comply. We will not require you to spend more than \$150,000 on Capital Modifications during the term of your Franchise Agreement. Capital Modifications are in addition to costs you incur to repair, replace or refurbish your equipment and fixtures. Capital Modifications do not include expenditures you are required, or choose to make, solely to comply with applicable laws, governmental rules or regulations.

**ITEM 17.  
RENEWAL, TERMINATION, TRANSFER  
AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

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

| PROVISION  | SECTION AGREEMENT  | SUMMARY  |
|--|--|--|
| (a) Length of the franchise term                   | Section 2.1 of the Franchise Agreement; Section 5 of Deposit Agreement | Approximately 10 years beginning on the date of the Franchise Agreement and ending 10 years after the opening of the Restaurant. Deposit Agreement terminates within 60 days if no Franchise Agreement is signed; the Membership Agreement expires if the cooperative advertising entity ceases to exist or the Franchise Agreement expires or terminates; |
|  | Section 2 of the Development Agreement                                 | The Development Agreement expires on the date specified in the Development Agreement, the last day of the Development Schedule or the opening of the last Restaurant specified in the Development Schedule.  |
| (b) Renewal or extension of the term               | Section 15 of the Franchise Agreement                                  | If you are in good standing, you can renew or extend the term of your franchise on our then-current terms for <del>24</del> additional 5-year terms.   |
|  | Section 2.2 of Development Agreement                                   | The Development Agreement may be extended at the end of the 3 <sup>rd</sup> Development Year and every 36 months thereafter.   |
| (c) Requirements for Franchisee to renew or extend | Section 15 of the Franchise Agreement                                  | Maintain Site or secure substitute Site, bring Restaurant into compliance with our then-current specifications and standards, sign new franchise agreement and ancillary agreements, general releases, satisfactory completion of training and refresher programs, and pay   |

| PROVISION                                   | SECTION AGREEMENT                               | SUMMARY   |
|---|---|---|
|   |   | fee.<br><br>Your renewal right permits you to remain as a franchisee after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renewal, including signing our then-current form of franchise agreement, which may be materially different than the form attached to this Disclosure Document.   |
|   | Sections 2.2 and 4 of the Development Agreement | Sign a new development schedule and pay an additional Development Fee,  |
| (d) Termination by Franchisee               | Not Applicable                                  | Not Applicable  |
|   | Not Applicable                                  | Not Applicable  |
| (e) Termination by Franchisor without cause | Not Applicable                                  | Not Applicable  |
|   | Not Applicable                                  | Not Applicable  |
| (f) Termination by Franchisor with cause    | Section 16 of the Franchise Agreement           | We can terminate only if you commit one of several violations.  |
|   | Section 7 of the Development Agreement          | We can terminate only if you commit one of several violations.  |
| (g) "Cause" defined – curable defaults      | Section 16 of the Franchise Agreement           | You have 24 hours to cure health, safety or sanitation law, ordinance or regulation violations, 30 days to cure: (i) monetary defaults, including to suppliers and the Co-Op; (ii) noncompliance with any provision of the Franchise Agreement or any other agreement (including any Development Agreement) with us or our affiliates, or the System Standards; (iii) you or a trained manager not being present at the Restaurant during all open hours; (iv) failure to keep the Restaurant open during the required hours; (v) purchasing or leasing any product or service from an unapproved supplier; (vi) failure to participate in the Co-Op; (vii) failure to pay taxes, assessments and suppliers; (viii) failure to obtain and maintain required permits; (ix) if you are a Business Entity, failure to maintain active status in your state of organization; (x) failure to make required reports; (xi) failure to maintain sufficient liquid funds to pay amounts to us via electronic transfer; (xii) continued violation of any law, ordinance, rule or regulation of a governmental agency; and (xiii) failure to obtain any approvals or consents required by Franchise Agreement. |
|   | Section 7 of the Development Agreement          | You have 30 days to cure: (a) failure of your Business Entity to maintain active status in your state of organization; (b) violation of your Development Agreement or any other agreement (including any Franchise Agreement) with us or our affiliates; (c) continued violation of any law, ordinance, rule or regulation of a governmental agency; or (d) failure to obtain required approvals or consents.   |
| (h) "Cause" defined – non-curable defaults  | Section 16 of the Franchise Agreement           | Non-curable defaults include material misrepresentation or omission, failure to complete required training, failure to lease the Site we approved within 12 months of the date of the Franchise Agreement; failure to begin operating the Restaurant 12 months of our approval of the Site: abandonment; unapproved transfers; conviction of or a plea of no contest or guilty to, a felony or other serious crime; dishonest or unethical conduct; understatement of Gross Sales by 5% or more; our audits show that you understated Gross Sales by 2% or  |

| PROVISION  | SECTION AGREEMENT  | SUMMARY   |
|--|--|---|
|  |  | more 2 or more times in any 18-month period; signing a lease for your Restaurant before signing the Franchise Agreement or before we have approved the site or the terms of the lease; unauthorized assignment of the Franchise Agreement or of an ownership interest in you or the Restaurant; failure to make the required assignment in the event of death or disability; loss of the Site; unauthorized use or disclosure of the Manual or confidential information; failure to pay taxes; repeated defaults (even if cured); an assignment for the benefit of creditors or written admission of insolvency or inability to pay debts as they become due.   |
|  | Section 7 of the Development Agreement   | Non-curable defaults include material misrepresentations or omissions; failure to meet the Development Schedule; unapproved transfer of your Business; conviction or plea of no contest or guilty to a felony or other serious crime or offense; your, or your owners, dishonest or unethical conduct; unauthorized assignment of your Development Agreement or any Franchise Agreement; failure to make the required assignment in the event of death or disability; unauthorized use or disclosure of any Confidential Information; failure to comply with any agreements (including any Franchise Agreement) with us; or an assignment for the benefit of creditors or written admission of insolvency or inability to pay debts as they become due. |
| (i) Franchisee's obligations on termination/nonrenewal | Section 17 of the Franchise Agreement  | Obligations include payment of outstanding amounts, complete de-identification and return of Confidential Information (also see r below).   |
|  | Not Applicable   | Not Applicable  |
| (j) Assignment of contract by Franchisor               | Section 14.1 of the Franchise Agreement; Section 8 of Deposit Agreement;           | No restriction on our right to assign; the Deposit Agreement cannot be assigned without prior written consent.  |
|  | Section 6 of the Development Agreement   | No restriction on our right to assign.  |
| (k) "Transfer" by Franchisee – defined                 | Section 14.2 of the Franchise Agreement  | Voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Franchise Agreement, you or the Restaurant.   |
|  | Section 6.2 of the Development Agreement   | Voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Development Agreement or you.   |
| (l) Franchisor's approval of transfer by Franchisee    | Sections 14.2 and 14.4 of the Franchise Agreement; Section 8 of Deposit Agreement; | We have the right to approve all transfers, even to a Business Entity controlled by you.  |
|  | Section 6 of the Development Agreement   | The Development Agreement is not transferable under any circumstances whatsoever, except to a Business Entity or upon your death or disability, or if you are a Business Entity, the death or disability of a person owning a controlling interest in you.  |
| (m) Conditions for Franchisor's approval of transfer   | Section 14.3 of the Franchise Agreement  | New franchisee qualifies; you pay us all amounts due; new owners and/or managerial employees agree to be trained; transferee agrees to be bound by terms and conditions of Franchise Agreement and to sign our then-current form of franchise agreement; transferee agrees  |

| PROVISION  | SECTION AGREEMENT                                 | SUMMARY  |
|--|---|--|
|  |   | to upgrade the Restaurant, if necessary; transfer fee (if any) paid; we approve material terms; you subordinate amounts due to you; and you sign other documents we require - including general releases (also see r below).   |
|  | Section 6 of the Development Agreement            | The Development Agreement is not transferable under any circumstances whatsoever, except to a Business Entity or upon your death or disability, or if you are a Business Entity, the death or disability of a person owning a controlling interest in you.   |
| (n) Franchisor's right of first refusal to acquire Franchisee's business   | Section 14.8 of the Franchise Agreement           | We can match any offer for your Business or an ownership interest in you provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments; our credit will be deemed equal to that of any proposed purchaser; we will have no less than 30 days to prepare for closing; and we receive all customary representations and warranties, as we specify.  |
|  | Not Applicable                                    | Not Applicable   |
| (o) Franchisor's option to purchase Franchisee's business                  | Section 17.5 of the Franchise Agreement           | We have the option to buy the Restaurant, including leasehold rights to the Site, at fair market value after termination (but not expiration) of the agreement. If we cannot agree on a fair market value, an independent appraisal will be conducted. The purchase price will be paid in 2 installments, the first of which will be equal to the Franchise Fee you paid and will be payable within 30 days of our notifying you of our election to purchase your Business. The 2 <sup>nd</sup> installment will equal the total purchase price less the first installment and will be paid no later than 90 days after the later of the closing or the determination of the purchase price. |
|  | Not Applicable                                    | Not Applicable   |
| (p) Death or disability of Franchisee                                      | Sections 14.5 and 14.6 of the Franchise Agreement | Franchise or an ownership interest in you must be assigned to an approved buyer within 3 months and must be run by a trained manager during the period prior to the assignment. Assignment is subject to our right of first refusal.   |
|  | Section 6.4 of the Development Agreement          | We may require you to transfer your interest in the Development Agreement to a third party within the time we designate, not less than 1 month, but not more than 6 months from the date of death or disability.   |
| (q) Non-competition covenants during the term of the franchise             | Section 9 of the Franchise Agreement              | No interest in a competitive business within 2 miles of the Site or 10 miles of any other FIREHOUSE SUBS® Restaurant; no direct or indirect controlling ownership interest in, or performance of services for, a competitive business anywhere; no direct or indirect ownership interest in a competitive business within 2 miles of the FIREHOUSE SUBS® Restaurant you operated; no recruiting or hiring of any person who is our employee or an employee of any FIREHOUSE SUBS® Restaurants. We do not currently require your managers and employees to sign a Confidentiality and Non-Disclosure Agreement, but we reserve the right to do so.  |
|  | Not Applicable                                    | Not Applicable   |
| (r) Non-competition covenants after the franchise is terminated or expires | Section 17.4 of the Franchise Agreement           | No direct or indirect interest in competing business for 2 years at, or within 10 miles of, the Site or within 10 miles of any other FIREHOUSE SUBS® Restaurants in operation or under construction (same restrictions apply after assignment).  |
|  | Not Applicable                                    | Not Applicable   |
| (s) Modification of the agreement  | Section 19.13 of the Franchise Agreement          | No modifications except by written agreement, but Manual and System Standards are subject to change.   |
|  | Section 9.13 of the Development                   | No modifications except by written agreement.  |

| PROVISION  | SECTION AGREEMENT   | SUMMARY  |
|--|---|--|
|  | Agreement   |  |
| (t) Integration/merger clause                      | Section 19.13 of the Franchise Agreement                                    | Only the terms of the Franchise Agreement and the Manual, System Standards and the attached schedules are binding (subject to state law). Any promises outside this Franchise Disclosure Document and Franchise Agreement may not be enforceable.  |
|  | Section 9.13 of the Development Agreement                                   | Only the terms of the Development Agreement and the Manual, System Standards and the attached schedules are binding (subject to state law). Any promises outside this Franchise Disclosure Document and Development Agreement may not be enforceable.  |
| (u) Dispute resolution by arbitration or mediation | Section 20 of the Franchise Agreement                                       | Except for certain claims, all disputes must be mediated at a mutually agreeable location, or at our headquarters. If the dispute is not resolved within 60 days, the dispute must be arbitrated at the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. |
|  | Section 10 of the Development Agreement                                     | Except for certain claims, all disputes must be mediated at a mutually agreeable location, or at our headquarters. If the dispute is not resolved within 60 days, the dispute must be arbitrated at the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. |
| (v) Choice of forum                                | Section 19.8 of the Franchise Agreement;<br>Section 6 of Deposit Agreement; | Litigation in Duval County, Florida (subject to state law).  |
|  | Section 9.8 of the Development Agreement                                    | Litigation in Duval County, Florida (subject to state law).  |
| (w) Choice of law                                  | Section 19.7 of the Franchise Agreement;<br>Section 6 of Deposit Agreement; | The law of Florida (subject to state law).   |
|  | Section 9.7 of the Development Agreement                                    | The law of Florida (subject to state law).   |

See any state-specific riders or addenda attached to this FDD.

**ITEM 18.  
PUBLIC FIGURES**

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

**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.

**FINANCIAL PERFORMANCE REPRESENTATIONS**

**Firehouse Subs®  
Historical Average Unit Volume  
Company-Owned and Franchised Locations**

~~2014-2016~~

2015-2017

The following charts show historical sales information regarding both franchised and affiliated FIREHOUSE SUBS® Restaurants that were open during our fiscal years ~~2016, 2015~~2017, 2016 and ~~2014, 2015~~. This historical sales information was compiled using the reports provided to us by these Restaurants. The reports are provided to us on a cash accounting basis and are used to form the basis of royalty payments to us.

The figures show the average and median unit sales volume for the number of Restaurants in the various sales volume ranges, and separated by company-owned Restaurants (those owned by our affiliates) and those owned by other franchisees. The charts show the number of Restaurants in that sales volume category and the percentage that those Restaurants represent ~~from the total of franchised and affiliated Restaurants combined within that sales volume range during that time period for year 2014, and~~ separately for company-owned and franchised for years ~~2015~~2015, 2016 and ~~2016~~2017. In addition, the average and median unit sales volume for the Restaurants within that sales level are also shown. Thus, for our fiscal year ~~2016, 374~~2017, 382 of the franchised FIREHOUSE SUBS® Restaurants achieved gross sales within the range of \$11,000 to \$14,000 per week. This represented ~~38.5~~38% of the total number of franchised FIREHOUSE SUBS® Restaurants in operation during that year. Of these ~~374~~382 Restaurants, their average unit sales volume was ~~\$12,469~~\$12,383 and their median sales volume was ~~\$12,422~~\$12,331. We do not directly operate any Restaurants; all company-owned Restaurants are operated by our affiliates, which are all owned and controlled by our parent – FRG. The characteristics of those Restaurants are not materially different from the franchises we offer for sale, except that: they may incur greater marketing and promotional expenses (as a sponsor of Jacksonville Jaguars and other programs); and incur additional expenses to offer health insurance to all full-time employees.

| <b>2017 Weekly AUV / Company-Owned Traditional Development</b> |                  |                            |                            |                           |                      |
|--|------------------|----------------------------|----------------------------|---------------------------|----------------------|
|  | <u>\$17,000+</u> | <u>\$14,000 - \$17,000</u> | <u>\$11,000 - \$14,000</u> | <u>\$8,000 - \$11,000</u> | <u>\$0 - \$8,000</u> |
| <u># of Restaurants</u>  | <u>10</u>        | <u>12</u>                  | <u>7</u>                   | <u>3</u>                  | <u>0</u>             |
| <u>Total # of Restaurants</u>                                  | <u>32</u>        | <u>32</u>                  | <u>32</u>                  | <u>32</u>                 | <u>32</u>            |
| <u>% of Company-Owned Restaurants</u>                          | <u>31.3%</u>     | <u>37.5%</u>               | <u>21.9%</u>               | <u>9.4%</u>               | <u>0.0%</u>          |
| <u>Average Unit Weekly Sales Volume*</u>                       | <u>\$18,440</u>  | <u>\$15,053</u>            | <u>\$12,935</u>            | <u>\$10,179</u>           | <u>\$0</u>           |
| <u>Median</u>  | <u>\$18,383</u>  | <u>\$15,055</u>            | <u>\$12,923</u>            | <u>\$10,146</u>           | <u>\$0</u>           |
| <u>High</u>  | <u>\$20,222</u>  | <u>\$16,224</u>            | <u>\$13,943</u>            | <u>\$10,628</u>           | <u>\$0</u>           |
| <u>Low</u>   | <u>\$17,349</u>  | <u>\$14,066</u>            | <u>\$11,463</u>            | <u>\$9,648</u>            | <u>\$0</u>           |

FYE December 31, 2017

| <b>2017 Weekly AUV / Franchisees Traditional Development</b> |                  |                            |                            |                           |                      |
|--|------------------|----------------------------|----------------------------|---------------------------|----------------------|
|  | <u>\$17,000+</u> | <u>\$14,000 - \$17,000</u> | <u>\$11,000 - \$14,000</u> | <u>\$8,000 - \$11,000</u> | <u>\$0 - \$8,000</u> |
| <u># of Restaurants</u>                                      | <u>107</u>       | <u>191</u>                 | <u>382</u>                 | <u>282</u>                | <u>43</u>            |

| <b>2017 Weekly AUV / Franchisees Traditional Development</b> |                  |                            |                            |                           |                      |
|--|------------------|----------------------------|----------------------------|---------------------------|----------------------|
|  | <u>\$17,000+</u> | <u>\$14,000 - \$17,000</u> | <u>\$11,000 - \$14,000</u> | <u>\$8,000 - \$11,000</u> | <u>\$0 - \$8,000</u> |
| <u>Total # of Restaurants</u>                                | <u>1005</u>      | <u>1005</u>                | <u>1005</u>                | <u>1005</u>               | <u>1005</u>          |
| <u>% of Franchise Restaurants</u>                            | <u>10.6%</u>     | <u>19.0%</u>               | <u>38.0%</u>               | <u>28.1%</u>              | <u>4.3%</u>          |
| <u>Average Unit Weekly Sales Volume*</u>                     | <u>\$19,764</u>  | <u>\$15,196</u>            | <u>\$12,383</u>            | <u>\$9,750</u>            | <u>\$7,218</u>       |
| <u>Median</u>  | <u>\$19,061</u>  | <u>\$15,142</u>            | <u>\$12,331</u>            | <u>\$9,738</u>            | <u>\$7,219</u>       |
| <u>High</u>  | <u>\$28,938</u>  | <u>\$16,989</u>            | <u>\$13,999</u>            | <u>\$10,988</u>           | <u>\$7,950</u>       |
| <u>Low</u>   | <u>\$17,012</u>  | <u>\$14,040</u>            | <u>\$11,006</u>            | <u>\$8,009</u>            | <u>\$5,678</u>       |

FYE December 31, 2017

| <b>2017 Weekly AUV / Franchisees Free-Standing w/Drive Thru Development</b> |                  |                            |                            |                           |                      |
|---|------------------|----------------------------|----------------------------|---------------------------|----------------------|
|   | <u>\$17,000+</u> | <u>\$14,000 - \$17,000</u> | <u>\$11,000 - \$14,000</u> | <u>\$8,000 - \$11,000</u> | <u>\$0 - \$8,000</u> |
| <u># of Restaurants</u>   | <u>6</u>         | <u>5</u>                   | <u>2</u>                   | <u>4</u>                  | <u>0</u>             |
| <u>Total # of Restaurants</u>   | <u>17</u>        | <u>17</u>                  | <u>17</u>                  | <u>17</u>                 | <u>17</u>            |
| <u>% of Franchise Restaurants</u>   | <u>35.3%</u>     | <u>29.4%</u>               | <u>11.8%</u>               | <u>23.5%</u>              | <u>0.0%</u>          |
| <u>Average Unit Weekly Sales Volume*</u>                                    | <u>\$21,506</u>  | <u>\$15,968</u>            | <u>\$12,477</u>            | <u>\$9,833</u>            | <u>\$0</u>           |
| <u>Median</u>   | <u>\$20,261</u>  | <u>\$16,119</u>            | <u>\$12,367</u>            | <u>\$9,839</u>            | <u>\$0</u>           |
| <u>High</u>   | <u>\$25,308</u>  | <u>\$16,652</u>            | <u>\$13,380</u>            | <u>\$10,940</u>           | <u>\$0</u>           |
| <u>Low</u>  | <u>\$19,389</u>  | <u>\$14,585</u>            | <u>\$11,574</u>            | <u>\$8,770</u>            | <u>\$0</u>           |

FYE December 31, 2017

| <b>2017 Weekly AUV / Franchisees End-Cap Strip Center w/Drive Thru Development</b> |                  |                            |                            |                           |                      |
|--|------------------|----------------------------|----------------------------|---------------------------|----------------------|
|  | <u>\$17,000+</u> | <u>\$14,000 - \$17,000</u> | <u>\$11,000 - \$14,000</u> | <u>\$8,000 - \$11,000</u> | <u>\$0 - \$8,000</u> |
| <u># of Restaurants</u>  | <u>9</u>         | <u>7</u>                   | <u>3</u>                   | <u>7</u>                  | <u>0</u>             |
| <u>Total # of Restaurants</u>  | <u>26</u>        | <u>26</u>                  | <u>26</u>                  | <u>26</u>                 | <u>26</u>            |
| <u>% of Franchise Restaurants</u>  | <u>34.6%</u>     | <u>26.9%</u>               | <u>11.5%</u>               | <u>26.9%</u>              | <u>0.0%</u>          |
| <u>Average Unit Weekly Sales Volume*</u>   | <u>\$22,233</u>  | <u>\$15,446</u>            | <u>\$12,218</u>            | <u>\$9,851</u>            | <u>\$0</u>           |
| <u>Median</u>  | <u>\$20,446</u>  | <u>\$15,264</u>            | <u>\$12,169</u>            | <u>\$10,002</u>           | <u>\$0</u>           |
| <u>High</u>  | <u>\$44,537</u>  | <u>\$16,934</u>            | <u>\$13,001</u>            | <u>\$10,839</u>           | <u>\$0</u>           |
| <u>Low</u>   | <u>\$17,858</u>  | <u>\$14,185</u>            | <u>\$11,295</u>            | <u>\$8,056</u>            | <u>\$0</u>           |

FYE December 31, 2017

| <b>2016 Weekly AUV / Company-Owned Traditional Development</b> |                  |                            |                            |                           |                      |
|--|------------------|----------------------------|----------------------------|---------------------------|----------------------|
|  | <u>\$17,000+</u> | <u>\$14,000 - \$17,000</u> | <u>\$11,000 - \$14,000</u> | <u>\$8,000 - \$11,000</u> | <u>\$0 - \$8,000</u> |
| <u># of Restaurants</u>  | <u>11</u>        | <u>11</u>                  | <u>8</u>                   | <u>2</u>                  | <u>0</u>             |
| <u>Total # of Restaurants</u>                                  | <u>32</u>        | <u>32</u>                  | <u>32</u>                  | <u>32</u>                 | <u>32</u>            |
| <u>% of Company-Owned Restaurants</u>                          | <u>34.4%</u>     | <u>34.4%</u>               | <u>25.0%</u>               | <u>6.3%</u>               | <u>0.0%</u>          |
| <u>Average Unit Weekly Sales Volume*</u>                       | <u>\$18,406</u>  | <u>\$15,294</u>            | <u>\$12,612</u>            | <u>\$10,198</u>           | <u>\$0</u>           |
| <u>Median</u>  | <u>\$18,375</u>  | <u>\$15,128</u>            | <u>\$12,814</u>            | <u>\$10,023</u>           | <u>\$0</u>           |
| <u>High</u>  | <u>\$21,200</u>  | <u>\$16,852</u>            | <u>\$13,705</u>            | <u>\$10,731</u>           | <u>\$0</u>           |



| 2016 Weekly AUV / Company-Owned Traditional Development |           |                     |                     |                    |               |
|---|-----------|---------------------|---------------------|--------------------|---------------|
|   | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| Low   | \$17,014  | \$14,045            | \$11,486            | \$9,664            | \$0           |

FYE December 25, 2016

| 2016 Weekly AUV / Franchisees Traditional Development |           |                     |                     |                    |               |
|---|-----------|---------------------|---------------------|--------------------|---------------|
|   | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| # of Restaurants                                      | 115       | 231                 | 374                 | 215                | 36            |
| Total # of Restaurants                                | 971       | 971                 | 971                 | 971                | 971           |
| % of Franchise Restaurants                            | 11.8%     | 23.8%               | 38.5%               | 22.1%              | 3.7%          |
| Average Unit Weekly Sales Volume*                     | \$19,760  | \$15,270            | \$12,469            | \$9,799            | \$7,362       |
| Median  | \$19,113  | \$15,181            | \$12,422            | \$9,767            | \$7,388       |
| High  | \$36,867  | \$16,997            | \$13,974            | \$10,990           | \$7,993       |
| Low   | \$17,049  | \$14,018            | \$11,001            | \$8,032            | \$5,480       |

FYE December 25, 2016

| 2016 Weekly AUV / Franchisees Free-Standing w/Drive Thru Development |           |                     |                     |                    |               |
|--|-----------|---------------------|---------------------|--------------------|---------------|
|  | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| # of Restaurants   | 6         | 4                   | 3                   | 2                  | 0             |
| Total # of Restaurants   | 15        | 15                  | 15                  | 15                 | 15            |
| % of Franchise Restaurants   | 40.0%     | 26.7%               | 20.0%               | 13.3%              | 0.0%          |
| Average Unit Weekly Sales Volume*                                    | \$20,916  | \$15,612            | \$12,647            | \$9,493            | \$0           |
| Median   | \$20,513  | \$15,713            | \$12,687            | \$9,724            | \$0           |
| High   | \$29,829  | \$16,515            | \$12,766            | \$10,442           | \$0           |
| Low  | \$19,566  | \$14,186            | \$12,488            | \$8,543            | \$0           |

FYE December 25, 2016

| 2016 Weekly AUV / Franchisees End-Cap Strip Center w/Drive Thru Development |           |                     |                     |                    |               |
|---|-----------|---------------------|---------------------|--------------------|---------------|
|   | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| # of Restaurants  | 4         | 8                   | 3                   | 2                  | 0             |
| Total # of Restaurants  | 17        | 17                  | 17                  | 17                 | 17            |
| % of Franchise Restaurants  | 23.5%     | 47.1%               | 17.6%               | 11.8%              | 0.0%          |
| Average Unit Weekly Sales Volume*   | \$21,174  | \$15,480            | \$12,422            | \$10,349           | \$0           |
| Median  | \$20,432  | \$15,186            | \$12,206            | \$10,349           | \$0           |
| High  | \$25,611  | \$16,768            | \$13,824            | \$10,747           | \$0           |
| Low   | \$18,943  | \$14,272            | \$11,521            | \$9,950            | \$0           |

FYE December 25, 2016

| 2015 Weekly AUV / Company-Owned   |           |                     |                     |                    |               |
|-----------------------------------|-----------|---------------------|---------------------|--------------------|---------------|
|                                   | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| # of Restaurants                  | 12        | 11                  | 8                   | 1                  | 0             |
| Total # of Restaurants            | 32        | 32                  | 32                  | 32                 | 32            |
| % of Company-Owned Restaurants    | 37.5%     | 34.4%               | 25%                 | 3.1%               | 0%            |
| Average Unit Weekly Sales Volume* | \$18,614  | \$15,288            | \$12,782            | \$10,306           | \$0           |
| Median                            | \$18,398  | \$15,202            | \$13,105            | \$10,187           | \$0           |
| High                              | \$22,481  | \$16,597            | \$13,823            | \$10,306           | \$0           |
| Low                               | \$17,065  | \$14,338            | \$11,020            | \$10,306           | \$0           |

FYE December 27, 2015

| 2015 Weekly AUV / Franchisees Only |           |                     |                     |                    |               |
|------------------------------------|-----------|---------------------|---------------------|--------------------|---------------|
|                                    | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| # of Restaurants                   | 158       | 242                 | 327                 | 166                | 18            |
| Total # of Restaurants             | 911       | 911                 | 911                 | 911                | 911           |
| % of Franchise Restaurants         | 17.3%     | 26.6%               | 35.9%               | 18.2%              | 2.0%          |
| Average Unit Weekly Sales Volume*  | \$20,176  | \$15,357            | \$12,604            | \$9,860            | \$7,459       |
| Median                             | \$19,399  | \$15,323            | \$12,584            | \$9,870            | \$7,515       |
| High                               | \$38,133  | \$16,999            | \$13,997            | \$10,993           | \$7,940       |
| Low                                | \$17,011  | \$14,009            | \$11,013            | \$8,012            | \$6,114       |

FYE December 27, 2015

| 2015 Weekly AUV / All Restaurants |           |                     |                     |                    |               |
|-----------------------------------|-----------|---------------------|---------------------|--------------------|---------------|
|                                   | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| # of Restaurants                  | 170       | 253                 | 335                 | 167                | 18            |
| Total # of Restaurants            | 943       | 943                 | 943                 | 943                | 943           |
| % of System                       | 18.0%     | 26.8%               | 35.5%               | 17.7%              | 1.9%          |
| Average Unit Weekly Sales Volume* | \$20,048  | \$15,354            | \$12,608            | \$9,863            | \$7,459       |
| Median                            | \$19,272  | \$15,317            | \$12,592            | \$9,873            | \$7,515       |
| High                              | \$38,133  | \$16,999            | \$13,997            | \$10,993           | \$7,940       |
| Low                               | \$17,011  | \$14,009            | \$11,013            | \$8,012            | \$6,114       |

| 2014 Weekly AUV / Company-Owned   |           |                     |                     |                    |               |
|-----------------------------------|-----------|---------------------|---------------------|--------------------|---------------|
|                                   | \$17,000+ | \$14,000 - \$17,000 | \$11,000 - \$14,000 | \$8,000 - \$11,000 | \$0 - \$8,000 |
| # of Restaurants                  | 12        | 10                  | 10                  | 0                  | 0             |
| Total # of Restaurants            | 32        | 32                  | 32                  | 32                 | 32            |
| % of Company-Owned Restaurants    | 37.5%     | 31.3%               | 31.3%               | 0.0%               | 0.0%          |
| Average Unit Weekly Sales Volume* | \$18,263  | \$15,411            | \$12,719            | \$0                | \$0           |
| Median                            | \$18,159  | \$15,330            | \$12,794            | \$0                | \$0           |
| High                              | \$28,815  | \$16,457            | \$13,985            | \$0                | \$0           |
| Low                               | \$17,117  | \$14,091            | \$11,324            | \$0                | \$0           |

— FYE December 28, 2014

| <b>2014 Weekly AUV / Franchisees Only</b> |                  |                                |                                |                               |                      |
|---|------------------|--------------------------------|--------------------------------|-------------------------------|----------------------|
|   | <b>\$17,000+</b> | <b>\$14,000 –<br/>\$17,000</b> | <b>\$11,000 –<br/>\$14,000</b> | <b>\$8,000 –<br/>\$11,000</b> | <b>\$0 – \$8,000</b> |
| # of Restaurants                          | 131              | 190                            | 291                            | 186                           | 19                   |
| Total # of Restaurants                    | 817              | 817                            | 817                            | 817                           | 817                  |
| % of Franchise-<br>Restaurants            | 16.0%            | 23.3%                          | 35.6%                          | 22.8%                         | 2.3%                 |
| Average Unit Weekly-<br>Sales Volume*     | \$20,148         | \$15,303                       | \$12,509                       | \$9,870                       | \$7,266              |
| Median                                    | \$19,328         | \$15,268                       | \$12,474                       | \$9,905                       | \$7,345              |
| High                                      | \$43,948         | \$16,962                       | \$13,995                       | \$10,957                      | \$7,882              |
| Low                                       | \$17,007         | \$14,003                       | \$11,000                       | \$8,031                       | \$5,246              |

— FYE December 28, 2014

| <b>2014 Weekly AUV / All Restaurants</b> |                  |                                |                                |                               |                      |
|--|------------------|--------------------------------|--------------------------------|-------------------------------|----------------------|
|  | <b>\$17,000+</b> | <b>\$14,000 –<br/>\$17,000</b> | <b>\$11,000 –<br/>\$14,000</b> | <b>\$8,000 –<br/>\$11,000</b> | <b>\$0 – \$8,000</b> |
| # of Restaurants                         | 143              | 200                            | 301                            | 186                           | 19                   |
| Total # of Restaurants                   | 849              | 849                            | 849                            | 849                           | 849                  |
| % of System                              | 16.8%            | 23.6%                          | 35.5%                          | 21.9%                         | 2.2%                 |
| Average Unit Weekly-<br>Sales Volume*    | \$19,960         | \$15,308                       | \$12,516                       | \$9,870                       | \$7,266              |
| Median                                   | \$19,159         | \$15,275                       | \$12,485                       | \$9,905                       | \$7,345              |
| High                                     | \$43,948         | \$16,962                       | \$13,995                       | \$10,957                      | \$7,882              |
| Low                                      | \$17,007         | \$14,003                       | \$11,000                       | \$8,031                       | \$5,246              |

— FYE December 28, 2014

\*Average Unit Weekly Sales Volume is weighted based on the number of operating weeks for each restaurant.

Sales information provided is unaudited.

This sales summary above does not reflect any expenses of FIREHOUSE SUBS® Restaurants. Some of the expenses that are not reflected in this summary, but that you will incur and should take into consideration, are the following:

- (1) Franchise Payments, Including Royalties;
- (2) Salaries, Payroll Taxes and Other Employee Benefits;
- (3) Licenses;
- (4) Rent and Utilities;
- (5) Cost of Equipment;
- (6) Cost of Food and Other Product Costs;
- (7) Financing Costs (In Addition To Occupancy Expense);
- (8) Accounting and Legal Expenses;
- (9) Debt Repayment.

These expenses will affect the net income and cash flow of a FIREHOUSE SUBS® Restaurant. You should consider them and evaluate their impact on your operations.

**STATEMENT OF ACTUAL OPERATIONS OF  
CERTAIN COMPANY-OWNED FIREHOUSE SUBS® RESTAURANTS**

We compiled the operating revenues, expense and EBITDA figures in the following tables from information supplied by Restaurants operated by our affiliates, as company-owned Restaurants. We do not directly operate any Restaurants; all company-owned Restaurants are operated by our affiliates, which are all owned and controlled by our parent – FRG. The characteristics of those Restaurants are not materially different from the franchises we offer for sale, except that: they may incur greater marketing and promotional expenses (as a sponsor of Jacksonville Jaguars and other programs); and incur additional expenses to offer health insurance to all full-time employees. EBITDA from operations means net income before subtracting any expenses for interest, taxes, depreciation and amortization.

The charts contain information relating solely to historical sales, expense and income information regarding existing FIREHOUSE SUBS® Restaurants operated by those affiliates. The charts show the financial operations for those FIREHOUSE SUBS® Restaurants operated by our affiliates for the years ending [December 31, 2017 \(32 Restaurants that were operated the entire 12 months\)](#), December 25, 2016 (32 Restaurants), [and](#) December 27, 2015 (32 Restaurants), ~~and December 28, 2014 (32 Restaurants)~~, separated by gross sales volume levels based on categories of average unit weekly sales volume consistent with the preceding tables. The figures are the averages for the Restaurants in that sales level category.

The statements are based on our accounting system, which conforms with generally accepted accounting principles (“GAAP”). Compensation of general managers (other than distributions on account of ownership), is included in Salaries & Wages and General & Administrative.

We do not provide expense and net income figures for franchisee-owned restaurants because, although we receive financial information on expenses and income from franchisees, we do not consider that information to be as reliable and accurate as that information is from our affiliates controlled by our parent – FRG. The financial results of our affiliated Restaurants are audited in connection with FRG’s consolidated financial statements, so we have verification of their reliability. Most of the franchisee owned Restaurants are not independently audited.

Firehouse Subs  
Ending December 31, 2017

|                                 | 10                       |               | 12                                |               | 7                                 |               | 3                                |               | 0                           |             |
|---------------------------------|--------------------------|---------------|-----------------------------------|---------------|-----------------------------------|---------------|----------------------------------|---------------|-----------------------------|-------------|
|                                 | Weekly AUV<br>> \$17,000 |               | Weekly AUV<br>\$14,000 - \$17,000 |               | Weekly AUV<br>\$11,000 - \$14,000 |               | Weekly AUV<br>\$8,000 - \$11,000 |               | Weekly AUV<br>\$0 - \$8,000 |             |
|                                 | YTD                      | %             | YTD                               | %             | YTD                               | %             | YTD                              | %             | YTD                         | %           |
| <b>Revenue</b>                  |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Food Sales                      | \$ 1,013,278.16          | 103.7%        | \$ 828,386.38                     | 104.0%        | \$ 712,631.55                     | 103.9%        | \$ 564,121.41                    |               | \$ -                        | 0.0%        |
| Discounts                       | \$ (28,777.49)           | -2.9%         | \$ (25,253.56)                    | -3.2%         | \$ (20,582.00)                    | -3.0%         | \$ (19,845.85)                   | -3.7%         | \$ -                        | 0.0%        |
| Employee Meals                  | \$ (7,162.38)            | -0.7%         | \$ (6,414.09)                     | -0.8%         | \$ (6,486.87)                     | -0.9%         | \$ (4,800.53)                    | -0.9%         | \$ -                        | 0.0%        |
| <b>Total Revenue:</b>           | <b>\$ 977,338.29</b>     | <b>100.0%</b> | <b>\$ 796,718.73</b>              | <b>100.0%</b> | <b>\$ 685,562.68</b>              | <b>100.0%</b> | <b>\$ 539,475.03</b>             | <b>100.0%</b> | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Cost of Sales</b>            |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Food                            | \$ 277,889.02            | 28.4%         | \$ 223,933.03                     | 28.1%         | \$ 197,640.86                     | 28.8%         | \$ 154,785.14                    | 28.7%         | \$ -                        | 0.0%        |
| Paper(Food Related)             | \$ 27,726.07             | 2.8%          | \$ 22,001.24                      | 2.8%          | \$ 20,112.96                      | 2.9%          | \$ 14,851.89                     | 2.8%          | \$ -                        | 0.0%        |
| <b>Total Cost of Sales:</b>     | <b>\$ 305,615.09</b>     | <b>31.3%</b>  | <b>\$ 245,934.27</b>              | <b>30.9%</b>  | <b>\$ 217,753.82</b>              | <b>31.8%</b>  | <b>\$ 169,637.02</b>             | <b>31.4%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Gross Profit:</b>            | <b>\$ 671,723.20</b>     | <b>68.7%</b>  | <b>\$ 550,784.46</b>              | <b>69.1%</b>  | <b>\$ 467,808.86</b>              | <b>68.2%</b>  | <b>\$ 369,838.00</b>             | <b>68.6%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Operating Expenses</b>       |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Wages and Benefits              | \$ 258,902.42            | 26.5%         | \$ 215,919.45                     | 27.1%         | \$ 202,199.54                     | 29.5%         | \$ 181,883.33                    | 33.7%         | \$ -                        | 0.0%        |
| Health Insurance                | \$ 10,691.33             | 1.1%          | \$ 10,805.06                      | 1.4%          | \$ 11,277.26                      | 1.6%          | \$ 11,330.36                     | 2.1%          | \$ -                        | 0.0%        |
| Marketing Expenses              | \$ 60,090.80             | 6.1%          | \$ 50,089.97                      | 6.3%          | \$ 41,401.28                      | 6.0%          | \$ 33,757.62                     | 6.3%          | \$ -                        | 0.0%        |
| Telephone and Utilities         | \$ 20,645.35             | 2.1%          | \$ 22,183.23                      | 2.8%          | \$ 19,289.05                      | 2.8%          | \$ 23,213.15                     | 4.3%          | \$ -                        | 0.0%        |
| Professional Fees               | \$ 5,221.05              | 0.5%          | \$ 5,336.43                       | 0.7%          | \$ 5,570.30                       | 0.8%          | \$ 5,213.08                      | 1.0%          | \$ -                        | 0.0%        |
| Rent and Occupancy Expenses     | \$ 85,076.10             | 8.7%          | \$ 83,147.39                      | 10.4%         | \$ 69,034.43                      | 10.1%         | \$ 79,324.88                     | 14.7%         | \$ -                        | 0.0%        |
| Other Operating Expenses        | \$ 38,052.82             | 3.9%          | \$ 31,045.21                      | 3.9%          | \$ 29,192.34                      | 4.3%          | \$ 24,953.32                     | 4.6%          | \$ -                        | 0.0%        |
| Royalty to Firehouse of America | \$ 58,638.34             | 6.0%          | \$ 47,816.20                      | 6.0%          | \$ 41,132.56                      | 6.0%          | \$ 32,368.21                     | 6.0%          | \$ -                        | 0.0%        |
| <b>Total Operating Exp:</b>     | <b>\$ 537,318.20</b>     | <b>55.0%</b>  | <b>\$ 466,342.94</b>              | <b>58.5%</b>  | <b>\$ 419,096.75</b>              | <b>61.1%</b>  | <b>\$ 392,043.95</b>             | <b>72.7%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>EBITDA From Operations</b>   | <b>\$ 134,405.00</b>     | <b>13.8%</b>  | <b>\$ 84,441.52</b>               | <b>10.6%</b>  | <b>\$ 48,712.11</b>               | <b>7.1%</b>   | <b>\$ (22,205.95)</b>            | <b>-4.1%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |

Firehouse Subs  
Ending December 25, 2016

| Number of Restaurants           | 11                       |               | 11                                |               | 8                                 |               | 2                                |               | 0                           |             |
|---------------------------------|--------------------------|---------------|-----------------------------------|---------------|-----------------------------------|---------------|----------------------------------|---------------|-----------------------------|-------------|
|                                 | Weekly AUV<br>> \$17,000 |               | Weekly AUV<br>\$14,000 - \$17,000 |               | Weekly AUV<br>\$11,000 - \$14,000 |               | Weekly AUV<br>\$8,000 - \$11,000 |               | Weekly AUV<br>\$0 - \$8,000 |             |
|                                 | YTD                      | %             | YTD                               | %             | YTD                               | %             | YTD                              | %             | YTD                         | %           |
| <b>Revenue</b>                  |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Food Sales                      | \$ 990,426.17            | 103.5%        | \$ 825,267.44                     | 103.8%        | \$ 683,559.49                     | 104.5%        | \$ 552,555.54                    | 104.2%        | \$ -                        | 0.0%        |
| Discounts                       | \$ (25,697.79)           | -2.7%         | \$ (22,250.56)                    | -2.8%         | \$ (21,869.38)                    | -3.3%         | \$ (16,655.83)                   | -3.1%         | \$ -                        | 0.0%        |
| Employee Meals                  | \$ (7,629.30)            | -0.8%         | \$ (7,862.33)                     | -1.0%         | \$ (7,434.79)                     | -1.1%         | \$ (5,623.62)                    | -1.1%         | \$ -                        | 0.0%        |
| <b>Total Revenue:</b>           | <b>\$ 957,099.09</b>     | <b>100.0%</b> | <b>\$ 795,154.55</b>              | <b>100.0%</b> | <b>\$ 654,255.32</b>              | <b>100.0%</b> | <b>\$ 530,276.09</b>             | <b>100.0%</b> | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Cost of Sales</b>            |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Food                            | \$ 271,049.69            | 28.3%         | \$ 223,912.20                     | 28.2%         | \$ 186,978.53                     | 28.6%         | \$ 150,291.64                    | 28.3%         | \$ -                        | 0.0%        |
| Paper(Food Related)             | \$ 23,859.14             | 2.5%          | \$ 19,089.28                      | 2.4%          | \$ 16,884.44                      | 2.6%          | \$ 13,021.41                     | 2.5%          | \$ -                        | 0.0%        |
| <b>Total Cost of Sales:</b>     | <b>\$ 294,908.84</b>     | <b>30.8%</b>  | <b>\$ 243,001.48</b>              | <b>30.6%</b>  | <b>\$ 203,862.97</b>              | <b>31.2%</b>  | <b>\$ 163,313.05</b>             | <b>30.8%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Gross Profit:</b>            | <b>\$ 662,190.25</b>     | <b>69.2%</b>  | <b>\$ 552,153.07</b>              | <b>69.4%</b>  | <b>\$ 450,392.34</b>              | <b>68.8%</b>  | <b>\$ 366,963.04</b>             | <b>69.2%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Operating Expenses</b>       |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Wages and Benefits              | \$ 236,201.89            | 24.7%         | \$ 203,988.20                     | 25.7%         | \$ 186,402.01                     | 28.5%         | \$ 161,601.07                    | 30.5%         | \$ -                        | 0.0%        |
| Health Insurance                | \$ 11,387.20             | 1.2%          | \$ 10,914.03                      | 1.4%          | \$ 10,389.05                      | 1.6%          | \$ 9,747.34                      | 1.8%          | \$ -                        | 0.0%        |
| Marketing Expenses              | \$ 56,674.18             | 5.9%          | \$ 47,118.90                      | 5.9%          | \$ 39,685.99                      | 6.1%          | \$ 31,472.72                     | 5.9%          | \$ -                        | 0.0%        |
| Telephone and Utilities         | \$ 21,213.79             | 2.2%          | \$ 21,709.38                      | 2.7%          | \$ 19,883.30                      | 3.0%          | \$ 20,244.91                     | 3.8%          | \$ -                        | 0.0%        |
| Professional Fees               | \$ 5,168.69              | 0.5%          | \$ 5,074.75                       | 0.6%          | \$ 5,502.26                       | 0.8%          | \$ 5,072.80                      | 1.0%          | \$ -                        | 0.0%        |
| Rent and Occupancy Expenses     | \$ 83,675.88             | 8.7%          | \$ 82,887.10                      | 10.4%         | \$ 72,568.33                      | 11.1%         | \$ 74,379.96                     | 14.0%         | \$ -                        | 0.0%        |
| Other Operating Expenses        | \$ 36,670.70             | 3.8%          | \$ 31,157.58                      | 3.9%          | \$ 27,032.10                      | 4.1%          | \$ 23,202.79                     | 4.4%          | \$ -                        | 0.0%        |
| Royalty to Firehouse of America | \$ 57,426.94             | 6.0%          | \$ 47,717.04                      | 6.0%          | \$ 39,254.72                      | 6.0%          | \$ 31,816.59                     | 6.0%          | \$ -                        | 0.0%        |
| <b>Total Operating Exp:</b>     | <b>\$ 508,419.27</b>     | <b>53.1%</b>  | <b>\$ 450,566.98</b>              | <b>56.7%</b>  | <b>\$ 400,717.75</b>              | <b>61.2%</b>  | <b>\$ 357,538.16</b>             | <b>67.4%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>EBITDA From Operations</b>   | <b>\$ 153,770.98</b>     | <b>16.1%</b>  | <b>\$ 101,586.09</b>              | <b>12.8%</b>  | <b>\$ 49,674.59</b>               | <b>7.6%</b>   | <b>\$ 9,424.89</b>               | <b>1.8%</b>   | <b>\$ -</b>                 | <b>0.0%</b> |

Firehouse Subs  
Ending December 27, 2015

| Number of Restaurants           | 11                       |               | 12                                |               | 8                                 |               | 1                                |               | 0                           |             |
|---------------------------------|--------------------------|---------------|-----------------------------------|---------------|-----------------------------------|---------------|----------------------------------|---------------|-----------------------------|-------------|
|                                 | Weekly AUV<br>> \$17,000 |               | Weekly AUV<br>\$14,000 - \$17,000 |               | Weekly AUV<br>\$11,000 - \$14,000 |               | Weekly AUV<br>\$8,000 - \$11,000 |               | Weekly AUV<br>\$0 - \$8,000 |             |
|                                 | YTD                      | %             | YTD                               | %             | YTD                               | %             | YTD                              | %             | YTD                         | %           |
| <b>Revenue</b>                  |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Food Sales                      | \$ 1,006,088.04          | 103.9%        | \$ 823,886.90                     | 104.1%        | \$ 686,956.77                     | 104.9%        | \$ 564,200.64                    | 105.3%        | \$ -                        | 0.0%        |
| Discounts                       | \$ (30,777.80)           | -3.2%         | \$ (24,906.73)                    | -3.1%         | \$ (25,013.66)                    | -3.8%         | \$ (21,990.03)                   | -4.1%         | \$ -                        | 0.0%        |
| Employee Meals                  | \$ (7,352.66)            | -0.8%         | \$ (7,575.14)                     | -1.0%         | \$ (6,856.24)                     | -1.0%         | \$ (6,292.44)                    | -1.2%         | \$ -                        | 0.0%        |
| <b>Total Revenue:</b>           | <b>\$ 967,957.57</b>     | <b>100.0%</b> | <b>\$ 791,405.03</b>              | <b>100.0%</b> | <b>\$ 655,086.86</b>              | <b>100.0%</b> | <b>\$ 535,918.17</b>             | <b>100.0%</b> | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Cost of Sales</b>            |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Food                            | \$ 297,965.34            | 30.8%         | \$ 240,621.75                     | 30.4%         | \$ 202,608.96                     | 30.9%         | \$ 167,596.44                    | 31.3%         | \$ -                        | 0.0%        |
| Paper(Food Related)             | \$ 22,489.05             | 2.3%          | \$ 17,602.99                      | 2.2%          | \$ 15,537.97                      | 2.4%          | \$ 12,552.36                     | 2.3%          | \$ -                        | 0.0%        |
| <b>Total Cost of Sales:</b>     | <b>\$ 320,454.40</b>     | <b>33.1%</b>  | <b>\$ 258,224.73</b>              | <b>32.6%</b>  | <b>\$ 218,146.93</b>              | <b>33.3%</b>  | <b>\$ 180,148.80</b>             | <b>33.6%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Gross Profit:</b>            | <b>\$ 647,503.18</b>     | <b>66.9%</b>  | <b>\$ 533,180.30</b>              | <b>67.4%</b>  | <b>\$ 436,939.93</b>              | <b>66.7%</b>  | <b>\$ 355,769.37</b>             | <b>66.4%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>Operating Expenses</b>       |                          |               |                                   |               |                                   |               |                                  |               |                             |             |
| Wages and Benefits              | \$ 234,410.31            | 24.2%         | \$ 198,955.68                     | 25.1%         | \$ 179,715.48                     | 27.4%         | \$ 158,308.53                    | 29.5%         | \$ -                        | 0.0%        |
| Health Insurance                | \$ 11,778.62             | 1.2%          | \$ 9,953.80                       | 1.3%          | \$ 11,003.10                      | 1.7%          | \$ 6,179.74                      | 1.2%          | \$ -                        | 0.0%        |
| Marketing Expenses              | \$ 58,933.08             | 6.1%          | \$ 47,541.46                      | 6.0%          | \$ 40,591.11                      | 6.2%          | \$ 33,793.49                     | 6.3%          | \$ -                        | 0.0%        |
| Telephone and Utilities         | \$ 20,630.74             | 2.1%          | \$ 22,678.54                      | 2.9%          | \$ 21,029.48                      | 3.2%          | \$ 21,606.84                     | 4.0%          | \$ -                        | 0.0%        |
| Professional Fees               | \$ 4,703.76              | 0.5%          | \$ 4,733.88                       | 0.6%          | \$ 4,789.12                       | 0.7%          | \$ 4,884.80                      | 0.9%          | \$ -                        | 0.0%        |
| Rent and Occupancy Expenses     | \$ 83,860.16             | 8.7%          | \$ 80,105.32                      | 10.1%         | \$ 72,891.37                      | 11.1%         | \$ 70,850.37                     | 13.2%         | \$ -                        | 0.0%        |
| Other Operating Expenses        | \$ 36,687.95             | 3.8%          | \$ 30,786.50                      | 3.9%          | \$ 27,374.30                      | 4.2%          | \$ 23,489.31                     | 4.4%          | \$ -                        | 0.0%        |
| Royalty to Firehouse of America | \$ 58,077.45             | 6.0%          | \$ 47,484.49                      | 6.0%          | \$ 39,305.23                      | 6.0%          | \$ 32,155.11                     | 6.0%          | \$ -                        | 0.0%        |
| <b>Total Operating Exp:</b>     | <b>\$ 509,082.08</b>     | <b>52.6%</b>  | <b>\$ 442,239.66</b>              | <b>55.9%</b>  | <b>\$ 396,699.20</b>              | <b>60.6%</b>  | <b>\$ 351,268.19</b>             | <b>65.5%</b>  | <b>\$ -</b>                 | <b>0.0%</b> |
| <b>EBITDA From Operations</b>   | <b>\$ 138,421.10</b>     | <b>14.3%</b>  | <b>\$ 90,940.64</b>               | <b>11.5%</b>  | <b>\$ 40,240.73</b>               | <b>6.1%</b>   | <b>\$ 4,501.18</b>               | <b>0.8%</b>   | <b>\$ -</b>                 | <b>0.0%</b> |



We have written substantiation in our possession to support the information appearing in this financial performance representation and such substantiation will be made available to you on reasonable request.

All FIREHOUSE SUBS® Restaurants offer substantially the same services to the public. None of the franchised FIREHOUSE SUBS® Restaurants received any services not generally available to other franchisees and substantially the same services will be offered to new franchisees. Likewise the Restaurants operated by our affiliates receive substantially the same services as those offered our franchisees, except for centralized accounting, financial and management services.

Seasonality is a substantial factor in the operation of any FIREHOUSE SUBS® Restaurant.

We obtained these historical financial results from the information submitted by our franchisees and our affiliates. Neither we nor an independent certified public accountant has independently audited or verified the information.

~~A new franchisee's financial results are likely to differ from the results stated in the financial performance representation.~~ Some Restaurants have sold and earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.

The restaurant industry is intensely competitive based on numerous factors, including price, service, type and quality of food offered, location and other factors. The performance of your FIREHOUSE SUBS® Restaurant will be affected by the region in which you operate, your competitors, and the success you have in marketing and managing your operations.

You should consult other sources for financial information, including your financial advisers and our franchisees in order to compare sales experience and to obtain additional information necessary for you to develop estimates of the sales, costs, expenses, earnings and profits of FIREHOUSE SUBS® Restaurants.

Other than the preceding financial performance representation, Firehouse of America, LLC 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. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Don Fox, Chief Executive Officer, 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258; (904) ~~886-8300, ext. 248,~~ 606-5144, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.  
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1  
Systemwide Outlet Summary  
For Years Ending December ~~28, 2014~~, 27, 2015, December ~~27, 2015~~, 25, 2016 and December ~~25,~~  
2016, 31, 2017**

| Outlet Type   | Year                        | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change                 |
|---------------|-----------------------------|----------------------------------|--------------------------------|----------------------------|
| Franchised    | <del>2014</del> <u>2015</u> | <del>692</del> <u>818</u>        | <del>818</del> <u>912</u>      | <del>+126</del> <u>+94</u> |
|               | <del>2015</del>             | <del>818</del>                   | <del>912</del>                 | <del>+94</del>             |
|               | 2016                        | 912                              | 1,005                          | +93                        |
|               | <u>2017</u>                 | <u>1,005</u>                     | <u>1,054</u>                   | <u>+48</u>                 |
| Company-Owned | <del>2014</del> <u>2015</u> | <del>30</del> <u>32</u>          | 32                             | <del>+20</del>             |
|               | <del>2015</del> <u>2016</u> | 32                               | 32                             | 0                          |
|               | <del>2016</del> <u>2017</u> | 32                               | <del>32</del> <u>37</u>        | <del>0</del> <u>+5</u>     |
| Total Outlets | <del>2013</del> <u>2015</u> | <del>722</del> <u>850</u>        | <del>850</del> <u>944</u>      | <del>+128</del> <u>+94</u> |
|               | <del>2014</del> <u>2016</u> | <del>850</del> <u>944</u>        | <del>944</del> <u>1,037</u>    | <del>+94</del> <u>+93</u>  |
|               | <del>2015</del> <u>2017</u> | <del>944</del> <u>1,037</u>      | <del>1,037</del> <u>1,091</u>  | <del>+93</del> <u>+54</u>  |

**Table 2  
Transfers of Outlets from Franchisees to New Owners  
(other than the Franchisor)  
For Years Ending December ~~28, 2014~~, 27, 2015, December ~~27, 2015~~, 25, 2016 and December ~~25,~~  
2016, 31, 2017**

| State       | Year                        | Number of Transfers    |
|-------------|-----------------------------|------------------------|
| Alabama     | <del>2014</del> <u>2015</u> | <del>0</del> <u>1</u>  |
|             | <del>2015</del>             | <del>1</del>           |
|             | 2016                        | <u>3</u>               |
|             | <u>2017</u>                 | <u>1</u>               |
| Alaska      | <del>2014</del> <u>2015</u> | 0                      |
|             | <del>2015</del> <u>2016</u> | 0                      |
|             | <del>2016</del> <u>2017</u> | 0                      |
| Arizona     | <del>2014</del> <u>2015</u> | 0                      |
|             | <del>2015</del> <u>2016</u> | 0                      |
|             | <del>2016</del> <u>2017</u> | 0                      |
| Arkansas    | <del>2014</del> <u>2015</u> | <del>0</del> <u>2</u>  |
|             | <del>2015</del>             | <del>2</del>           |
|             | 2016                        | 0                      |
|             | <u>2017</u>                 | <u>5</u>               |
| California  | <del>2014</del> <u>2015</u> | <del>10</del> <u>0</u> |
|             | <del>2015</del>             | <del>0</del>           |
|             | 2016                        | 1                      |
|             | <u>2017</u>                 | <u>4</u>               |
| Colorado    | <del>2014</del> <u>2015</u> | <del>0</del> <u>4</u>  |
|             | <del>2015</del>             | <del>4</del>           |
|             | 2016                        | 0                      |
|             | <u>2017</u>                 | <u>3</u>               |
| Connecticut | <del>2014</del> <u>2015</u> | 0                      |
|             | <del>2015</del> <u>2016</u> | 0                      |
|             | <del>2016</del> <u>2017</u> | 0                      |

| State                | Year                 | Number of Transfers |
|----------------------|----------------------|---------------------|
| Delaware             | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | <del>2016</del> 2017 | 0                   |
| District of Columbia | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | <del>2016</del> 2017 | 0                   |
| Florida              | <del>2014</del> 2015 | <del>97</del>       |
|                      | 2015                 | 7                   |
|                      | 2016                 | 21                  |
| Georgia              | <del>2014</del> 2015 | <del>29</del>       |
|                      | 2015                 | 9                   |
|                      | 2016                 | <del>12</del> 14    |
| Hawaii               | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | <del>2016</del> 2017 | 0                   |
| Idaho                | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | <del>2016</del> 2017 | 0                   |
| Illinois             | <del>2014</del> 2015 | <del>0</del> 1      |
|                      | <del>2015</del> 2016 | 1                   |
|                      | <del>2016</del> 2017 | <del>14</del>       |
| Indiana              | <del>2014</del> 2015 | <del>0</del> 1      |
|                      | 2015                 | 1                   |
|                      | 2016                 | 2                   |
| Iowa                 | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | <del>2016</del> 2017 | 0                   |
| Kansas               | <del>2014</del> 2015 | <del>0</del> 1      |
|                      | 2015                 | 1                   |
|                      | 2016                 | 0                   |
| Kentucky             | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | 2016                 | 0                   |
| Louisiana            | <del>2014</del> 2015 | 0                   |
|                      | 2015                 | 0                   |
|                      | 2016                 | 2                   |
| Maine                | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | <del>2016</del> 2017 | 0                   |
| Maryland             | <del>2014</del> 2015 | <del>0</del> 1      |
|                      | <del>2015</del> 2016 | <del>10</del>       |
|                      | <del>2016</del> 2017 | 0                   |
| Massachusetts        | <del>2014</del> 2015 | 0                   |
|                      | <del>2015</del> 2016 | 0                   |
|                      | <del>2016</del> 2017 | 0                   |
| Michigan             | <del>2014</del> 2015 | <del>0</del> 1      |

| State          | Year                 | Number of Transfers |
|----------------|----------------------|---------------------|
|                | <del>2015</del> 2016 | +0                  |
|                | 20162017             | 0                   |
| Minnesota      | <del>2014</del> 2015 | 0                   |
|                | 2015                 | 0                   |
|                | 2016                 | 1                   |
|                | 20162017             | 1                   |
| Mississippi    | <del>2014</del> 2015 | -1                  |
|                | 2015                 | -1                  |
|                | 2016                 | 0                   |
| Missouri       | 2017                 | 1                   |
|                | <del>2014</del> 2015 | 1                   |
|                | <del>2015</del> 2016 | 1                   |
|                | 2017                 | 2                   |
| Montana        | 2016                 | -1                  |
|                | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | 20162017             | 0                   |
| Nebraska       | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | 20162017             | 0                   |
| Nevada         | <del>2014</del> 2015 | 03                  |
|                | 2015                 | 3                   |
|                | 2016                 | 1                   |
|                | 2017                 | 0                   |
| New Hampshire  | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | 20162017             | 0                   |
| New Jersey     | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | 20162017             | 0                   |
| New Mexico     | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | 20162017             | 0                   |
| New York       | <del>2014</del> 2015 | 01                  |
|                | <del>2015</del> 2016 | +0                  |
|                | 20162017             | 0                   |
| North Carolina | <del>2014</del> 2015 | -31                 |
|                | <del>2015</del> 2016 | 1                   |
|                | 20162017             | +7                  |
| North Dakota   | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | 20162017             | 0                   |
| Ohio           | <del>2014</del> 2015 | 0                   |
|                | 2015                 | 0                   |
|                | 2016                 | 3                   |
|                | 2017                 | 1                   |
| Oklahoma       | <del>2014</del> 2015 | 01                  |
|                | 2015                 | -1                  |
|                | 2016                 | 0                   |
| Oregon         | 2017                 | 1                   |
|                | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |

| State          | Year                 | Number of Transfers |
|----------------|----------------------|---------------------|
|                | <del>2016</del> 2017 | 0                   |
| Pennsylvania   | <del>2014</del> 2015 | <del>0</del> 1      |
|                | 2015                 | 1                   |
|                | 2016                 | 2                   |
|                | 2017                 | 1                   |
| Rhode Island   | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | <del>2016</del> 2017 | 0                   |
| South Carolina | <del>2014</del> 2015 | 0                   |
|                | 2015                 | 0                   |
|                | 2016                 | 87                  |
|                | 2017                 | 2                   |
| South Dakota   | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | <del>2016</del> 2017 | 0                   |
| Tennessee      | <del>2014</del> 2015 | <del>0</del> 3      |
|                | 2015                 | 3                   |
|                | 2016                 | 0                   |
|                | 2017                 | 3                   |
| Texas          | <del>2014</del> 2015 | <del>9</del> 5      |
|                | 2015                 | 5                   |
|                | 2016                 | 3                   |
|                | 2017                 | 6                   |
| Utah           | <del>2014</del> 2015 | 1                   |
|                | <del>2015</del> 2016 | 1                   |
|                | <del>2016</del> 2017 | <del>1</del> 0      |
| Vermont        | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | <del>2016</del> 2017 | 0                   |
| Virginia       | <del>2014</del> 2015 | <del>4</del> 3      |
|                | <del>2015</del> 2016 | 3                   |
|                | <del>2016</del> 2017 | <del>3</del> 2      |
| Washington     | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | <del>2016</del> 2017 | 0                   |
| West Virginia  | <del>2014</del> 2015 | 0                   |
|                | 2015                 | 0                   |
|                | 2016                 | 1                   |
|                | 2017                 | 0                   |
| Wisconsin      | <del>2014</del> 2015 | 0                   |
|                | 2015                 | 0                   |
|                | 2016                 | 1                   |
|                | 2017                 | 0                   |
| Wyoming        | <del>2014</del> 2015 | 0                   |
|                | <del>2015</del> 2016 | 0                   |
|                | <del>2016</del> 2017 | 0                   |
| Total          | <del>2014</del> 2015 | <del>32</del> 49    |
|                | 2015                 | 49                  |
|                | 2016                 | 68                  |
|                | 2017                 | 61                  |

**Table 3**  
**Status of Franchised Outlets**  
**For Years Ending December ~~28, 2014~~, 27, 2015, December ~~27, 2015~~, 25, 2016 and December ~~25,~~  
~~2016~~, 31, 2017**

| State                | Year                        | Outlets at Start of Year | Outlets Opened | Terminations  | Non-Renewals  | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|----------------------|-----------------------------|--------------------------|----------------|---------------|---------------|--------------------------|---------------------------------|----------------------------|
| Alabama              | <del>2014</del> <u>2015</u> | <del>3637</del>          | <del>20</del>  | 0             | <del>40</del> | 0                        | 0                               | 37                         |
|                      | <del>2015</del> <u>2016</u> | 37                       | 0              | 0             | 0             | 0                        | 0                               | 37                         |
|                      | <del>2016</del> <u>2017</u> | 37                       | 0              | <del>01</del> | 0             | 0                        | 0                               | <del>37</del> <u>36</u>    |
| Alaska               | <del>2014</del> <u>2015</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2015</del> <u>2016</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2016</del> <u>2017</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
| Arizona              | <del>2014</del> <u>2015</u> | <del>1324</del>          | <del>110</del> | 0             | 0             | 0                        | 0                               | <del>2434</del>            |
|                      | <del>2015</del> <u>2016</u> | <del>2434</del>          | <del>107</del> | <del>01</del> | 0             | 0                        | 0                               | <del>3440</del>            |
|                      | <del>2016</del> <u>2017</u> | <del>3440</del>          | <del>73</del>  | <del>43</del> | 0             | 0                        | 0                               | 40                         |
| Arkansas             | <del>2014</del> <u>2015</u> | 18                       | <del>01</del>  | 0             | 0             | 0                        | 0                               | <del>1819</del>            |
|                      | <del>2015</del> <u>2016</u> | <del>1819</del>          | <del>40</del>  | 0             | 0             | 0                        | 0                               | 19                         |
|                      | <del>2016</del> <u>2017</u> | 19                       | 0              | 0             | 0             | 0                        | 0                               | 19                         |
| California           | <del>2014</del> <u>2015</u> | <del>614</del>           | <del>109</del> | <del>21</del> | 0             | 0                        | 0                               | <del>1422</del>            |
|                      | <del>2015</del> <u>2016</u> | <del>1422</del>          | <del>912</del> | <del>40</del> | 0             | 0                        | 0                               | <del>2234</del>            |
|                      | <del>2016</del> <u>2017</u> | <del>2234</del>          | <del>127</del> | <del>02</del> | 0             | 0                        | 0                               | <del>3439</del>            |
| Colorado             | <del>2014</del> <u>2015</u> | <del>1522</del>          | <del>72</del>  | 0             | 0             | 0                        | 0                               | <del>2224</del>            |
|                      | <del>2015</del> <u>2016</u> | <del>2224</del>          | 2              | <del>01</del> | 0             | 0                        | 0                               | <del>2425</del>            |
|                      | <del>2016</del> <u>2017</u> | <del>2425</del>          | <del>21</del>  | <del>40</del> | 0             | 0                        | 0                               | <del>2526</del>            |
| Connecticut          | <del>2014</del> <u>2015</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2015</del> <u>2016</u> | 0                        | <del>01</del>  | 0             | 0             | 0                        | 0                               | <del>01</del>              |
|                      | <del>2016</del> <u>2017</u> | <del>01</del>            | 1              | 0             | 0             | 0                        | 0                               | <del>42</del>              |
| Delaware             | <del>2014</del> <u>2015</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2015</del> <u>2016</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2016</del> <u>2017</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
| District of Columbia | <del>2014</del> <u>2015</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2015</del> <u>2016</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2016</del> <u>2017</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
| Florida              | <del>2014</del> <u>2015</u> | <del>120125</del>        | <del>86</del>  | <del>21</del> | <del>40</del> | 0                        | 0                               | <del>125130</del>          |
|                      | <del>2015</del> <u>2016</u> | <del>125130</del>        | <del>53</del>  | <del>42</del> | 0             | 0                        | 0                               | <del>129131</del>          |
|                      | <del>2016</del> <u>2017</u> | <del>129131</del>        | <del>35</del>  | <del>26</del> | <del>02</del> | 0                        | 0                               | <del>130128</del>          |
| Georgia              | <del>2014</del> <u>2015</u> | <del>7284</del>          | <del>122</del> | 0             | 0             | 0                        | 0                               | <del>8486</del>            |
|                      | <del>2015</del> <u>2016</u> | <del>8486</del>          | <del>25</del>  | 0             | 0             | 0                        | 0                               | <del>8691</del>            |
|                      | <del>2016</del> <u>2017</u> | <del>8691</del>          | <del>58</del>  | <del>05</del> | <del>01</del> | 0                        | 0                               | <del>9193</del>            |
| Hawaii               | <del>2014</del> <u>2015</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2015</del> <u>2016</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
|                      | <del>2016</del> <u>2017</u> | 0                        | 0              | 0             | 0             | 0                        | 0                               | 0                          |
| Idaho                | <del>2014</del> <u>2015</u> | <del>42</del>            | 1              | 0             | 0             | 0                        | 0                               | <del>23</del>              |
|                      | <del>2015</del> <u>2016</u> | <del>23</del>            | <del>40</del>  | 0             | 0             | 0                        | 0                               | 3                          |
|                      | <del>2016</del> <u>2017</u> | 3                        | <del>01</del>  | 0             | 0             | 0                        | 0                               | <del>34</del>              |
| Illinois             | <del>2014</del> <u>2015</u> | <del>1013</del>          | <del>46</del>  | 1             | 0             | 0                        | 0                               | <del>1318</del>            |
|                      | <del>2015</del> <u>2016</u> | <del>1318</del>          | <del>65</del>  | <del>40</del> | 0             | 0                        | 0                               | <del>1823</del>            |
|                      | <del>2016</del> <u>2017</u> | <del>1823</del>          | <del>54</del>  | <del>02</del> | 0             | 0                        | 0                               | <del>2325</del>            |



| State         | Year                     | Outlets at Start of Year | Outlets Opened | Terminations  | Non-Renewals  | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---------------|--------------------------|--------------------------|----------------|---------------|---------------|--------------------------|---------------------------------|----------------------------|
| Indiana       | <a href="#">20142015</a> | 21                       | <del>21</del>  | <del>20</del> | 0             | 0                        | 0                               | <del>21</del> 22           |
|               | <a href="#">20152016</a> | <del>21</del> 22         | <del>10</del>  | 0             | 0             | 0                        | 0                               | 22                         |
|               | <a href="#">20162017</a> | 22                       | <del>02</del>  | <del>04</del> | 0             | 0                        | 0                               | <del>22</del> 20           |
| Iowa          | <a href="#">20142015</a> | <del>13</del>            | <del>23</del>  | 0             | 0             | 0                        | 0                               | <del>36</del>              |
|               | <a href="#">20152016</a> | <del>36</del>            | <del>34</del>  | 0             | 0             | 0                        | 0                               | <del>610</del>             |
|               | <a href="#">20162017</a> | <del>610</del>           | <del>40</del>  | 0             | 0             | <del>05</del>            | 0                               | <del>105</del>             |
| Kansas        | <a href="#">20142015</a> | <del>47</del>            | <del>31</del>  | 0             | 0             | 0                        | 0                               | <del>78</del>              |
|               | <a href="#">20152016</a> | <del>78</del>            | <del>12</del>  | <del>01</del> | 0             | 0                        | 0                               | <del>89</del>              |
|               | <a href="#">20162017</a> | <del>89</del>            | <del>21</del>  | <del>10</del> | 0             | 0                        | 0                               | <del>910</del>             |
| Kentucky      | <a href="#">20142015</a> | <del>815</del>           | <del>73</del>  | <del>01</del> | 0             | 0                        | 0                               | <del>1517</del>            |
|               | <a href="#">20152016</a> | <del>1517</del>          | <del>31</del>  | <del>10</del> | 0             | 0                        | 0                               | <del>1718</del>            |
|               | <a href="#">20162017</a> | <del>1718</del>          | 1              | <del>02</del> | <del>01</del> | 0                        | 0                               | <del>1816</del>            |
| Louisiana     | <a href="#">20142015</a> | <del>57</del>            | <del>23</del>  | 0             | 0             | 0                        | 0                               | <del>710</del>             |
|               | <a href="#">20152016</a> | <del>710</del>           | <del>32</del>  | 0             | 0             | 0                        | 0                               | <del>1012</del>            |
|               | <a href="#">20162017</a> | <del>1012</del>          | <del>21</del>  | <del>01</del> | 0             | 0                        | 0                               | <del>1213</del>            |
| Maine         | <a href="#">20142015</a> | 1                        | 0              | 0             | 0             | 0                        | 0                               | 1                          |
|               | <a href="#">20152016</a> | 1                        | <del>02</del>  | 0             | 0             | 0                        | 0                               | <del>13</del>              |
|               | <a href="#">20162017</a> | <del>13</del>            | <del>21</del>  | 0             | 0             | 0                        | 0                               | <del>34</del>              |
| Maryland      | <a href="#">20142015</a> | <del>67</del>            | <del>13</del>  | 0             | 0             | 0                        | 0                               | <del>710</del>             |
|               | <a href="#">20152016</a> | <del>710</del>           | <del>32</del>  | 0             | 0             | 0                        | 0                               | <del>1012</del>            |
|               | <a href="#">20162017</a> | <del>1012</del>          | <del>24</del>  | 0             | 0             | 0                        | 0                               | <del>1216</del>            |
| Massachusetts | <a href="#">20142015</a> | 3                        | 0              | <del>01</del> | 0             | 0                        | 0                               | <del>32</del>              |
|               | <a href="#">20152016</a> | <del>32</del>            | <del>01</del>  | <del>10</del> | 0             | 0                        | 0                               | <del>23</del>              |
|               | <a href="#">20162017</a> | <del>23</del>            | <del>10</del>  | 0             | 0             | 0                        | 0                               | 3                          |
| Michigan      | <a href="#">20142015</a> | <del>1117</del>          | <del>74</del>  | 1             | 0             | 0                        | 0                               | <del>1720</del>            |
|               | <a href="#">20152016</a> | <del>1720</del>          | <del>45</del>  | <del>10</del> | 0             | 0                        | 0                               | <del>2025</del>            |
|               | <a href="#">20162017</a> | <del>2025</del>          | <del>52</del>  | <del>04</del> | 0             | 0                        | 0                               | <del>2523</del>            |
| Minnesota     | <a href="#">20142015</a> | <del>45</del>            | <del>12</del>  | 0             | 0             | 0                        | 0                               | <del>57</del>              |
|               | <a href="#">20152016</a> | <del>57</del>            | <del>21</del>  | 0             | 0             | 0                        | 0                               | <del>78</del>              |
|               | <a href="#">20162017</a> | <del>78</del>            | <del>10</del>  | <del>02</del> | 0             | 0                        | 0                               | <del>86</del>              |
| Mississippi   | <a href="#">20142015</a> | <del>68</del>            | <del>20</del>  | 0             | 0             | 0                        | 0                               | 8                          |
|               | <a href="#">20152016</a> | 8                        | <del>01</del>  | 0             | 0             | 0                        | 0                               | <del>89</del>              |
|               | <a href="#">20162017</a> | <del>89</del>            | <del>12</del>  | 0             | 0             | 0                        | 0                               | <del>911</del>             |
| Missouri      | <a href="#">20142015</a> | <del>1319</del>          | <del>72</del>  | <del>10</del> | 0             | 0                        | 0                               | <del>1921</del>            |
|               | <a href="#">20152016</a> | <del>1921</del>          | 2              | 0             | 0             | 0                        | 0                               | <del>2123</del>            |
|               | <a href="#">20162017</a> | <del>2123</del>          | 2              | 0             | 0             | 0                        | 0                               | <del>2325</del>            |
| Montana       | <a href="#">20142015</a> | <del>01</del>            | <del>10</del>  | 0             | 0             | 0                        | 0                               | 1                          |
|               | <a href="#">20152016</a> | 1                        | 0              | 0             | 0             | 0                        | 0                               | 1                          |
|               | <a href="#">20162017</a> | 1                        | 0              | 0             | 0             | 0                        | 0                               | 1                          |
| Nebraska      | <a href="#">20142015</a> | 3                        | 1              | <del>10</del> | 0             | 0                        | 0                               | <del>34</del>              |
|               | <a href="#">20152016</a> | <del>34</del>            | <del>13</del>  | 0             | 0             | 0                        | 0                               | <del>47</del>              |
|               | <a href="#">20162017</a> | <del>47</del>            | <del>32</del>  | 0             | 0             | 0                        | 0                               | <del>79</del>              |
| Nevada        | <a href="#">20142015</a> | <del>1112</del>          | <del>21</del>  | <del>12</del> | 0             | 0                        | 0                               | <del>1211</del>            |
|               | <a href="#">20152016</a> | <del>1211</del>          | 1              | <del>20</del> | 0             | 0                        | 0                               | <del>1112</del>            |
|               | <a href="#">20162017</a> | <del>1112</del>          | <del>10</del>  | 0             | 0             | 0                        | 0                               | 12                         |
| New Hampshire | <a href="#">20142015</a> | <del>01</del>            | <del>10</del>  | 0             | 0             | 0                        | 0                               | 1                          |
|               | <a href="#">20152016</a> | 1                        | 0              | 0             | 0             | 0                        | 0                               | 1                          |
|               | <a href="#">20162017</a> | 1                        | 0              | 0             | 0             | 0                        | 0                               | 1                          |
| New Jersey    | <a href="#">20142015</a> | <del>02</del>            | <del>21</del>  | 0             | 0             | 0                        | 0                               | <del>23</del>              |
|               | <a href="#">20152016</a> | <del>23</del>            | <del>10</del>  | 0             | 0             | 0                        | 0                               | 3                          |

| State          | Year                     | Outlets at Start of Year | Outlets Opened  | Terminations   | Non-Renewals   | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|----------------|--------------------------|--------------------------|-----------------|----------------|----------------|--------------------------|---------------------------------|----------------------------|
|                | <a href="#">20162017</a> | 3                        | <del>0</del> 3  | 0              | 0              | 0                        | 0                               | <del>36</del>              |
| New Mexico     | <a href="#">20142015</a> | 3                        | <del>0</del> 1  | 0              | 0              | 0                        | 0                               | <del>34</del>              |
|                | <a href="#">20152016</a> | <del>34</del>            | 1               | 0              | 0              | 0                        | 0                               | <del>45</del>              |
|                | <a href="#">20162017</a> | <del>45</del>            | 1               | 0              | 0              | 0                        | 0                               | <del>56</del>              |
| New York       | <a href="#">20142015</a> | <del>46</del>            | 2               | <del>0</del> 1 | 0              | 0                        | 0                               | <del>67</del>              |
|                | <a href="#">20152016</a> | <del>67</del>            | <del>20</del>   | <del>10</del>  | 0              | 0                        | 0                               | 7                          |
|                | <a href="#">20162017</a> | 7                        | <del>0</del> 1  | <del>0</del> 1 | 0              | 0                        | 0                               | 7                          |
| North Carolina | <a href="#">20142015</a> | <del>4353</del>          | <del>106</del>  | <del>0</del> 1 | 0              | 0                        | 0                               | <del>5358</del>            |
|                | <a href="#">20152016</a> | <del>5358</del>          | <del>64</del>   | 1              | <del>0</del> 1 | 0                        | 0                               | <del>5860</del>            |
|                | <a href="#">20162017</a> | <del>5860</del>          | <del>45</del>   | <del>10</del>  | 1              | 0                        | 0                               | <del>6064</del>            |
| North Dakota   | <a href="#">20142015</a> | <del>0</del> 1           | <del>10</del>   | 0              | 0              | 0                        | 0                               | 1                          |
|                | <a href="#">20152016</a> | 1                        | <del>0</del> 2  | 0              | 0              | 0                        | 0                               | <del>13</del>              |
|                | <a href="#">20162017</a> | <del>13</del>            | <del>20</del>   | 0              | 0              | 0                        | 0                               | 3                          |
| Ohio           | <a href="#">20142015</a> | <del>1820</del>          | <del>62</del>   | <del>4</del> 1 | 0              | 0                        | 0                               | <del>2021</del>            |
|                | <a href="#">20152016</a> | <del>2021</del>          | <del>25</del>   | 1              | 0              | 0                        | 0                               | <del>2125</del>            |
|                | <a href="#">20162017</a> | <del>2125</del>          | <del>54</del>   | 1              | 0              | 0                        | 0                               | <del>2528</del>            |
| Oklahoma       | <a href="#">20142015</a> | <del>58</del>            | <del>32</del>   | 0              | 0              | 0                        | 0                               | <del>810</del>             |
|                | <a href="#">20152016</a> | <del>810</del>           | <del>21</del>   | 0              | 0              | 0                        | 0                               | <del>1011</del>            |
|                | <a href="#">20162017</a> | <del>1011</del>          | <del>10</del>   | 0              | 0              | 0                        | 0                               | 11                         |
| Oregon         | <a href="#">20142015</a> | <del>0</del> 1           | <del>12</del>   | 0              | 0              | 0                        | 0                               | <del>13</del>              |
|                | <a href="#">20152016</a> | <del>13</del>            | 2               | 0              | 0              | 0                        | 0                               | <del>35</del>              |
|                | <a href="#">20162017</a> | <del>35</del>            | 2               | 0              | 0              | 0                        | 0                               | <del>17</del>              |
| Pennsylvania   | <a href="#">20142015</a> | 6                        | <del>0</del> 2  | 0              | 0              | 0                        | 0                               | <del>68</del>              |
|                | <a href="#">20152016</a> | <del>68</del>            | 2               | 0              | 0              | 0                        | 0                               | <del>810</del>             |
|                | <a href="#">20162017</a> | <del>810</del>           | <del>27</del>   | 0              | 0              | 0                        | 0                               | <del>1017</del>            |
| Puerto Rico    | <a href="#">20142015</a> | 10                       | <del>0</del> 2  | 0              | 0              | 0                        | 0                               | <del>1012</del>            |
|                | <a href="#">20152016</a> | <del>1012</del>          | <del>20</del>   | 0              | 0              | 0                        | 0                               | 12                         |
|                | <a href="#">20162017</a> | 12                       | 0               | <del>0</del> 1 | 0              | 0                        | 0                               | <del>1211</del>            |
| Rhode Island   | <a href="#">20142015</a> | 0                        | 0               | 0              | 0              | 0                        | 0                               | 0                          |
|                | <a href="#">20152016</a> | 0                        | 0               | 0              | 0              | 0                        | 0                               | 0                          |
|                | <a href="#">20162017</a> | 0                        | 0               | 0              | 0              | 0                        | 0                               | 0                          |
| South Carolina | <a href="#">20142015</a> | <del>4344</del>          | <del>23</del>   | 1              | 0              | 0                        | 0                               | <del>4446</del>            |
|                | <a href="#">20152016</a> | <del>4446</del>          | <del>32</del>   | <del>10</del>  | 0              | 0                        | 0                               | <del>4648</del>            |
|                | <a href="#">20162017</a> | <del>4648</del>          | <del>23</del>   | <del>0</del> 1 | 0              | 0                        | 0                               | <del>4850</del>            |
| South Dakota   | <a href="#">20142015</a> | <del>12</del>            | <del>10</del>   | 0              | 0              | 0                        | 0                               | 2                          |
|                | <a href="#">20152016</a> | 2                        | <del>0</del> 1  | 0              | 0              | 0                        | 0                               | <del>23</del>              |
|                | <a href="#">20162017</a> | <del>23</del>            | <del>10</del>   | 0              | 0              | 0                        | 0                               | 3                          |
| Tennessee      | <a href="#">20142015</a> | <del>3841</del>          | <del>31</del>   | 0              | 0              | 0                        | 0                               | <del>4142</del>            |
|                | <a href="#">20152016</a> | <del>4142</del>          | <del>12</del>   | 0              | 0              | 0                        | 0                               | <del>4244</del>            |
|                | <a href="#">20162017</a> | <del>4244</del>          | <del>24</del>   | 0              | 0              | 0                        | 0                               | <del>4448</del>            |
| Texas          | <a href="#">20142015</a> | <del>6374</del>          | <del>1114</del> | 0              | 0              | 0                        | 0                               | <del>7488</del>            |
|                | <a href="#">20152016</a> | <del>7488</del>          | <del>1411</del> | 0              | 0              | 0                        | 0                               | <del>8899</del>            |
|                | <a href="#">20162017</a> | <del>8899</del>          | <del>1110</del> | <del>0</del> 3 | 0              | 0                        | 0                               | <del>99106</del>           |
| Utah           | <a href="#">20142015</a> | <del>1011</del>          | <del>23</del>   | <del>10</del>  | 0              | 0                        | 0                               | <del>1114</del>            |
|                | <a href="#">20152016</a> | <del>1114</del>          | <del>30</del>   | <del>0</del> 1 | 0              | 0                        | 0                               | <del>1413</del>            |
|                | <a href="#">20162017</a> | <del>1413</del>          | 0               | <del>10</del>  | 0              | 0                        | 0                               | 13                         |
| Vermont        | <a href="#">20142015</a> | 0                        | 0               | 0              | 0              | 0                        | 0                               | 0                          |
|                | <a href="#">20152016</a> | 0                        | 0               | 0              | 0              | 0                        | 0                               | 0                          |
|                | <a href="#">20162017</a> | 0                        | 0               | 0              | 0              | 0                        | 0                               | 0                          |

| State         | Year                 | Outlets at Start of Year | Outlets Opened    | Terminations     | Non-Renewals   | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---------------|----------------------|--------------------------|-------------------|------------------|----------------|--------------------------|---------------------------------|----------------------------|
| Virginia      | <del>2014</del> 2015 | <del>48</del> 53         | <del>7</del> 4    | <del>2</del> 0   | 0              | 0                        | 0                               | <del>53</del> 57           |
|               | <del>2015</del> 2016 | <del>53</del> 57         | <del>4</del> 3    | <del>0</del> 2   | <del>0</del> 1 | 0                        | 0                               | 57                         |
|               | <del>2016</del> 2017 | 57                       | <del>3</del> 1    | <del>2</del> 1   | <del>1</del> 0 | 0                        | 0                               | 57                         |
| Washington    | <del>2014</del> 2015 | 1                        | <del>0</del> 2    | 0                | 0              | 0                        | 0                               | <del>1</del> 3             |
|               | <del>2015</del> 2016 | <del>1</del> 3           | 2                 | 0                | 0              | 0                        | 0                               | <del>3</del> 5             |
|               | <del>2016</del> 2017 | <del>3</del> 5           | <del>2</del> 3    | 0                | 0              | 0                        | 0                               | <del>5</del> 8             |
| West Virginia | <del>2014</del> 2015 | <del>5</del> 6           | <del>1</del> 0    | 0                | 0              | 0                        | 0                               | 6                          |
|               | <del>2015</del> 2016 | 6                        | <del>0</del> 1    | 0                | 0              | 0                        | 0                               | <del>6</del> 7             |
|               | <del>2016</del> 2017 | <del>6</del> 7           | <del>1</del> 0    | 0                | 0              | 0                        | 0                               | 7                          |
| Wisconsin     | <del>2014</del> 2015 | <del>6</del> 7           | <del>1</del> 0    | <del>0</del> 1   | 0              | 0                        | 0                               | <del>7</del> 6             |
|               | <del>2015</del> 2016 | <del>7</del> 6           | <del>0</del> 4    | <del>1</del> 0   | 0              | 0                        | 0                               | <del>6</del> 10            |
|               | <del>2016</del> 2017 | <del>6</del> 10          | <del>4</del> 5    | 0                | 0              | 0                        | 0                               | <del>10</del> 15           |
| Wyoming       | <del>2014</del> 2015 | 0                        | 0                 | 0                | 0              | 0                        | 0                               | 0                          |
|               | <del>2015</del> 2016 | 0                        | 0                 | 0                | 0              | 0                        | 0                               | 0                          |
|               | <del>2016</del> 2017 | 0                        | 0                 | 0                | 0              | 0                        | 0                               | 0                          |
| <b>Totals</b> | <b>2014</b>          | <b>692</b>               | <b>147</b>        | <b>19</b>        | <b>2</b>       | <b>0</b>                 | <b>0</b>                        | <b>818</b>                 |
| <b>Totals</b> | <b>2015</b>          | <b>818</b>               | <b>107</b>        | <b>13</b>        | <b>0</b>       | <b>0</b>                 | <b>0</b>                        | <b>912</b>                 |
|               | <b>2016</b>          | <b>912</b>               | <b>105</b>        | <b>10</b>        | <b>2</b>       | <b>0</b>                 | <b>0</b>                        | <b>1,005</b>               |
|               | <del>2016</del> 2017 | <del>912</del> 1,005     | <del>105</del> 97 | <del>10</del> 38 | <del>2</del> 5 | <del>0</del> 5           | <b>0</b>                        | <del>1,005</del> 1,054     |

**Table 4**  
**Status of Company-Owned Outlets**  
**For Years Ending December ~~28, 2014~~, 27, 2015, December ~~27, 2015~~25, 2016 and December ~~25,~~  
~~2016~~31, 2017**

| State        | Year                 | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|--------------|----------------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
| Florida      | <del>2014</del> 2015 | <del>30</del> 32         | <del>2</del> 0 | 0                                  | 0              | 0                          | 32                     |
|              | <del>2015</del> 2016 | 32                       | 0              | 0                                  | 0              | 0                          | 32                     |
|              | <del>2016</del> 2017 | 32                       | 0              | 0                                  | 0              | 0                          | 32                     |
| Iowa         | <u>2015</u>          | <u>0</u>                 | <u>0</u>       | <u>0</u>                           | <u>0</u>       | <u>0</u>                   | <u>0</u>               |
|              | <u>2016</u>          | <u>0</u>                 | <u>0</u>       | <u>0</u>                           | <u>0</u>       | <u>0</u>                   | <u>0</u>               |
|              | <u>2017</u>          | <u>0</u>                 | <u>0</u>       | <u>5</u>                           | <u>0</u>       | <u>0</u>                   | <u>5</u>               |
| <b>Total</b> | <del>2014</del> 2015 | <del>30</del> 32         | <del>2</del> 0 | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>32</b>              |
|              | <del>2015</del> 2016 | 32                       | 0              | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>32</b>              |
|              | <del>2016</del> 2017 | 32                       | 0              | <b>0</b> 5                         | <b>0</b>       | <b>0</b>                   | <b>32</b> 37           |

**Table 5**  
**Projected Openings as of December ~~25, 2016~~31, 2017**

| 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   | 0  | 0   |
| Alaska  | <del>0</del> 1                                    | <del>0</del> 1   | 0   |

| State                | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|----------------------|---|--|---|
| Arizona              | <u>72</u>   | <u>72</u>  | 0   |
| Arkansas             | 0   | 0  | 0   |
| California           | <u>1614</u>                                       | <u>1614</u>  | 0   |
| Colorado             | 4   | 4  | 0   |
| Connecticut          | <u>10</u>   | <u>10</u>  | 0   |
| Delaware             | 0   | 0  | 0   |
| District of Columbia | 0   | 0  | 0   |
| Florida              | <u>1310</u>                                       | <u>139</u>   | 0   |
| Georgia              | <u>72</u>   | <u>72</u>  | 0   |
| Hawaii               | 0   | 0  | 0   |
| Idaho                | <u>10</u>   | <u>10</u>  | 0   |
| Illinois             | <u>64</u>   | <u>64</u>  | 0   |
| Indiana              | 2   | 2  | 0   |
| Iowa                 | 1   | 1  | 0   |
| Kansas               | <u>21</u>   | <u>21</u>  | 0   |
| Kentucky             | 0   | 0  | 0   |
| Louisiana            | <u>34</u>   | <u>34</u>  | 0   |
| Maine                | <u>02</u>   | <u>02</u>  | 0   |
| Maryland             | <u>64</u>   | <u>64</u>  | 0   |
| Massachusetts        | <u>23</u>   | <u>23</u>  | 0   |
| Michigan             | <u>42</u>   | <u>42</u>  | 0   |
| Minnesota            | <u>12</u>   | <u>12</u>  | 0   |
| Mississippi          | <u>20</u>   | <u>20</u>  | 0   |
| Missouri             | 4   | 4  | 0   |
| Montana              | 0   | 0  | 0   |
| Nebraska             | <u>20</u>   | <u>20</u>  | 0   |
| Nevada               | <u>02</u>   | <u>02</u>  | 0   |
| New Hampshire        | 0   | 0  | 0   |
| New Jersey           | <u>35</u>   | <u>35</u>  | 0   |
| New Mexico           | 1   | 1  | 0   |
| New York             | 1   | 1  | 0   |
| North Carolina       | <u>109</u>  | <u>108</u>   | 0   |
| North Dakota         | 0   | 0  | 0   |
| Ohio                 | 5   | 5  | 0   |
| Oklahoma             | <u>12</u>   | <u>12</u>  | 0   |
| Oregon               | 4   | 4  | 0   |
| Pennsylvania         | <u>104</u>  | <u>104</u>   | 0   |
| Puerto Rico          | 0   | 0  | 0   |
| Rhode Island         | 0   | 0  | 0   |
| South Carolina       | <u>12</u>   | <u>12</u>  | 0   |
| South Dakota         | 0   | 0  | 0   |
| Tennessee            | <u>42</u>   | <u>42</u>  | 0   |
| Texas                | <u>2517</u>                                       | <u>2414</u>  | 0   |
| Utah                 | <u>01</u>   | <u>01</u>  | 0   |
| Vermont              | 0   | 0  | 0   |
| Virginia             | <u>03</u>   | <u>03</u>  | 0   |
| Washington           | <u>72</u>   | <u>72</u>  | 0   |
| West Virginia        | <u>01</u>   | <u>01</u>  | 0   |
| Wisconsin            | <u>63</u>   | <u>63</u>  | 0   |
| Wyoming              | 0   | 0  | 0   |

| 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 |
|--------------|---|--|---|
| <b>Total</b> | <del>162</del> <u>126</u>                         | <del>161</del> <u>121</u>                                | <b>0</b>  |

The name, business address, and business telephone number of each Franchisee on December ~~25, 2016~~31, 2017 are listed on Exhibit "P."

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of the ~~80~~85 Franchisees who have had a FIREHOUSE SUBS® Restaurant or Development Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or Development Agreement and who have left the system during the most recently completed fiscal year, or have not communicated with us within 10 weeks of ~~March 24, 2017~~April 10, 2018 are listed on Exhibit "Q."

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

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them discussing with you their experiences as a franchisee in our franchise system.

We created and support the following Franchisee Association:

Firehouse Subs Market Fund, Inc.  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258  
904-886-8300 or 1-800-388-FIRE  
[marketingBOD@firehousesubs.com](mailto:marketingBOD@firehousesubs.com)  
<http://www.firehousesubsmarketfundbod.com/>

The following independent franchisee organization has asked to be included in this disclosure document:

Steamed Subs Franchisee Association, Inc.  
info@steamedsubs.org  
www.steamedsubs.org

## ITEM 21. FINANCIAL STATEMENTS

Our audited Financial Statements for the periods ended December ~~28, 2014, December~~ 27, 2015, ~~and~~ December 25, 2016, and December 31, 2017 are attached as Exhibit "A."

## ITEM 22. CONTRACTS

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

- (a) Application and Deposit Agreement – Exhibit B
- (b) Franchise Agreement -- Exhibit C
- (c) Area Development Agreement – Exhibit D
- (d) NE Growth Incentive Addendum to Area Development Agreement – Exhibit E-1

- [\(e\) NE Growth Incentive Addendum to Area Development Agreement for Existing Developers – Exhibit E-2](#)
- [\(f\) MW Growth Incentive Addendum to Area Development Agreement – Exhibit E-1](#)
- [\(g\) ~~\(e\)~~ MW Growth Incentive Addendum to Area Development Agreement for Existing Developers – Exhibit E-2](#)
- [\(h\) ~~\(f\)~~ Conditional Assignment of Telephone Numbers and Listings -- Exhibit F](#)
- [\(i\) ~~\(g\)~~ Addendum to Lease Agreement -- Exhibit G](#)
- [\(j\) ~~\(h\)~~ Principal Owner’s Guaranty -- Exhibit I](#)
- [\(k\) ~~\(i\)~~ Principal Owner’s Statement -- Exhibit J](#)
- [\(l\) ~~\(j\)~~ Franchise Compliance Certificate – Exhibit S](#)
- [\(m\) ~~\(k\)~~ State Specific Addenda and Riders – Exhibit T](#)

**ITEM 23.  
RECEIPTS**

You will find 2 copies of a detachable Receipt in Exhibit “V” at the end of the disclosure document. One Receipt must be signed, dated and delivered to us. The other Receipts should be retained for your records.

[\(n\) ~~\(l\)~~](#)



| (o) ~~(m)~~

**EXHIBIT A TO THE DISCLOSURE DOCUMENT**

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**FINANCIAL STATEMENTS**  
**OF**  
**FIREHOUSE OF AMERICA, LLC**

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# **Firehouse of America, LLC**

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## **Financial Statements**

**Years Ended December 31, 2017 and December 25, 2016**

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## Independent Auditors' Report

Board of Directors  
Firehouse of America, LLC  
Jacksonville, Florida

We have audited the accompanying financial statements of Firehouse of America, LLC (a wholly-owned subsidiary of Firehouse Restaurant Group, Inc.), which comprise the balance sheets as of December 31, 2017 and December 25, 2016, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Firehouse of America, LLC as of December 31, 2017 and December 25, 2016, 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.

*Dixon Hughes Goodman LLP*

Jacksonville, Florida  
March 23, 2018

**Firehouse of America, LLC**  
**Balance Sheets**  
**December 31, 2017 and December 25, 2016**

|  | <u>2017</u>          | <u>2016</u>          |
|--|----------------------|----------------------|
| <b>ASSETS</b>                          |                      |                      |
| Current assets:                        |                      |                      |
| Cash and cash equivalents              | \$ 10,063,333        | \$ 9,444,520         |
| Accounts receivable, net               | 2,601,737            | 1,987,760            |
| Prepaid area representative expenses   | 120,000              | 670,000              |
| Due from related party                 | -                    | 2,121,171            |
| Other current assets                   | <u>302,377</u>       | <u>854,724</u>       |
| Total current assets                   | <u>13,087,447</u>    | <u>15,078,175</u>    |
| Property and equipment:                |                      |                      |
| Furniture and equipment                | 887,520              | 689,500              |
| Less: accumulated depreciation         | <u>563,561</u>       | <u>457,469</u>       |
| Net property and equipment             | <u>323,959</u>       | <u>232,031</u>       |
| Other assets:                          |                      |                      |
| Prepaid area representative expenses   | <u>547,500</u>       | <u>282,500</u>       |
| Total assets                           | <u>\$ 13,958,906</u> | <u>\$ 15,592,706</u> |
| <b>LIABILITIES AND MEMBERS' EQUITY</b> |                      |                      |
| Current liabilities:                   |                      |                      |
| Accounts payable                       | \$ 2,741,257         | \$ 2,785,402         |
| Accrued and withheld items             | 2,540,275            | 1,623,054            |
| Deferred revenue                       | <u>2,707,600</u>     | <u>2,400,000</u>     |
| Total current liabilities              | <u>7,989,132</u>     | <u>6,808,456</u>     |
| Deferred revenue, net of current       | 4,275,245            | 7,205,544            |
| Commitments and contingencies (note 4) |                      |                      |
| Members' equity                        | <u>1,694,529</u>     | <u>1,578,706</u>     |
| Total liabilities and members' equity  | <u>\$ 13,958,906</u> | <u>\$ 15,592,706</u> |

See accompanying notes.

**Firehouse of America, LLC**  
**Statements of Income**  
**Years Ended December 31, 2017 and December 25, 2016**

|                                    | <u>2017</u>         | <u>2016</u>         |
|------------------------------------|---------------------|---------------------|
| Revenues:                          |                     |                     |
| Royalty fees                       | \$ 41,020,838       | \$ 39,286,950       |
| Franchise fees                     | 2,575,500           | 2,840,810           |
| Area representative fees           | 568,324             | 590,236             |
| Other fees                         | 3,563,059           | 3,457,710           |
|                                    | <u>47,727,721</u>   | <u>46,175,706</u>   |
| Costs and expenses:                |                     |                     |
| Royalty expense                    | 18,478,436          | 17,988,820          |
| Franchise fee expense              | 687,751             | 724,413             |
| License fee expense                | 11,041,168          | 10,679,499          |
| Employee wages and benefits        | 8,791,917           | 7,650,663           |
| Telephone and utilities expense    | 49,127              | 43,725              |
| Travel and entertainment expense   | 794,133             | 811,263             |
| Marketing expenses                 | 1,014,633           | 1,007,709           |
| Occupancy expense                  | 2,012,995           | 1,483,311           |
| Area franchise development expense | 217,500             | 237,500             |
| Professional fee expense           | 1,821,271           | 1,174,933           |
| Depreciation and amortization      | 106,092             | 74,951              |
| Other operating expenses           | 3,305,515           | 960,058             |
|                                    | <u>48,320,538</u>   | <u>42,836,845</u>   |
| Operating income (loss)            | (592,817)           | 3,338,861           |
| Other income                       | 8,640               | 186,686             |
| Net income (loss)                  | <u>\$ (584,177)</u> | <u>\$ 3,525,547</u> |

See accompanying notes.



Firehouse of America, LLC  
Statements of Changes in Members' Equity  
Years Ended December 31, 2017 and December 25, 2016

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|                            | <u>2017</u>         | <u>2016</u>         |
|----------------------------|---------------------|---------------------|
| Balance, beginning of year | \$ 1,578,706        | \$ 1,567,215        |
| Net income (loss)          | (584,177)           | 3,525,547           |
| Contributions              | 700,000             | -                   |
| Distributions              | -                   | (3,514,056)         |
| Balance, end of year       | <u>\$ 1,694,529</u> | <u>\$ 1,578,706</u> |

See accompanying notes.

**Firehouse of America, LLC**  
**Statements of Cash Flows**  
**Years Ended December 31, 2017 and December 25, 2016**

|   | <u>2017</u>          | <u>2016</u>         |
|---|----------------------|---------------------|
| Cash flows from operating activities:   |                      |                     |
| Net income (loss)   | \$ (584,177)         | \$ 3,525,547        |
| Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities: |                      |                     |
| Depreciation and amortization expense   | 105,952              | 74,951              |
| Changes in operating assets and liabilities:  |                      |                     |
| Accounts receivable   | (613,977)            | 97,422              |
| Prepaid area representative expenses  | 285,000              | 85,000              |
| Other current assets  | 552,347              | (657,921)           |
| Accounts payable, accrued and withheld items  | 873,076              | 1,074,160           |
| Deferred revenue  | (2,622,699)          | (1,003,736)         |
| Net cash provided (used) by operating activities  | <u>(2,004,478)</u>   | <u>3,195,423</u>    |
| Cash flows from investing activities:   |                      |                     |
| Purchase of property and equipment  | <u>(197,880)</u>     | <u>(201,652)</u>    |
| Net cash used by investing activities   | <u>(197,880)</u>     | <u>(201,652)</u>    |
| Cash flows from financing activities:   |                      |                     |
| Loan payments from related party  | 2,121,171            | 5,878,829           |
| Members' contributions  | 700,000              | -                   |
| Members' distributions  | -                    | (3,514,056)         |
| Net cash provided by financing activities   | <u>2,821,171</u>     | <u>2,364,773</u>    |
| Net increase in cash  | 618,813              | 5,358,544           |
| Cash, beginning of year   | <u>9,444,520</u>     | <u>4,085,976</u>    |
| Cash, end of year   | <u>\$ 10,063,333</u> | <u>\$ 9,444,520</u> |

See accompanying notes.

## Notes to Financial Statements

### 1. Nature of Business and Summary of Significant Accounting Policies

#### *General*

Firehouse of America, LLC ("Company"), a wholly-owned subsidiary of Firehouse Restaurant Group, Inc., was organized on November 16, 2004 as a limited liability company. The Company is a franchisor engaged in developing, marketing and supervising restaurants specializing in sub sandwiches under the name of Firehouse Subs. On December 26, 2004, the Company entered into an assignment agreement with its parent company regarding franchise and related agreements owned by the parent company. The Company had 1,072 franchise locations at December 31, 2017 (1,010 at December 25, 2016). The Company operates on a 52/53 week year-end, consistent with its parent company. There were 53 and 52 weeks in 2017 and 2016, respectively.

The Company grants franchise agreements that are for an initial term of ten years to restaurants at locations approved by the Company. In addition to initial franchise fees, the franchisees are obligated, among other things, to pay a continuing royalty fee based upon a fixed percentage of sales at 6% of net sales, as defined as charges for all products sold to customers for cash or credit excluding state and local authorities' taxes, discounts and coupons. From time to time, incentives in the form of temporarily-reduced royalty fee percentages may be offered.

The Company enters into contractual agreements with area representatives to manage designed territories. The area representative receives a portion of the franchise fees and royalties generated from the franchises in their territories.

Income from franchisees includes initial franchise fees, royalty fees, renewal fees and other fees. The Company recognizes initial franchise fees as revenue when substantial performance of franchisor obligations is complete. Royalty fees are based on a percentage of franchisee sales and are recognized as income when earned. Other license and transfer fees are also recognized as income when earned. Deferred revenue represents payments received in advance for franchise fees, area development fees and area representative fees.

#### *Basis of accounting*

Assets, liabilities, revenues and expenses are recognized on the accrual basis of accounting.

#### *Use of estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect (1) the reported amounts of assets and liabilities; (2) disclosure of contingent assets and liabilities at the date of the financial statements; and, (3) the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and assumptions.

#### *Cash and cash equivalents*

The Company considers all highly liquid investments purchased with remaining maturity of three months or less to be cash equivalents. The Company maintains cash balances in excess of the Federal Deposit Insurance Corporation ("FDIC") limit from time to time.

#### *Property and equipment*

Property and equipment are recorded at cost. Depreciation is computed by the straight-line method based on estimated useful lives ranging from three to five years.

### ***Income taxes***

As a limited liability company, the Company's taxable income or loss is allocated to the members in accordance with the operating agreement and is reflected in their income taxes; accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes.

Accounting guidance prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in an income tax return. Consideration is given to the recognition and measurement of tax positions that meet a "more-likely-than-not" threshold. A tax position is a position taken in a previously filed tax return or a position expected to be taken in a future tax return that is reflected in measuring current or deferred income tax and liabilities. Tax positions taken for various jurisdictions consider the amounts and probabilities of outcomes that could be realized upon settlement using the facts, circumstance, and information available at the reporting date. The Company has determined that it does not have any material uncertain tax positions as of December 31, 2017.

## **2. Accounts Receivable**

Accounts receivable consist primarily of royalty receivables owed to the Company through franchisee obligations. Royalty receivables are typically collected within two weeks after period-end, as such there are no credit terms. The Company maintains an allowance for bad debts based upon an evaluation of the periodic aging of the accounts. Allowance for doubtful accounts was \$2,572 at December 31, 2017 (none at December 25, 2016). Bad debt expense was \$363,668 and \$23,107 for the years ended December 31, 2017 and December 25, 2016, respectively.

## **3. Related Party Transactions**

The Company also has agreements with its parent company and other related companies to receive training and administrative support for its operations in exchange for various fees paid to these companies. Fees paid under these agreements totaled approximately \$11,100,000 and \$10,700,000 for the years ended December 31, 2017 and December 25, 2016, respectively. Amounts due under these agreements at December 31, 2017 and December 25, 2016 were \$1,268,958 and \$934,651 respectively.

The Company had a note receivable from a related party in the amount of \$2,121,171. Interest at current LIBOR rates plus principal was paid in March 2017.

One of the Company's members and other related parties are stockholders of three of the Company's franchisees. Collectively, the percentage ownership ranges from 33% to 100%. Royalties from related parties totaled approximately \$97,000 for the years ended December 31, 2017 and December 25, 2016.

In addition, the Company does not charge franchise fees and royalties to franchises owned by certain members. Had these franchises been charged, the franchise fees would have totaled approximately \$157,000 and \$156,000 for the years ended December 31, 2017 and December 25, 2016, respectively.

In 2017, the Company made \$2,000,000 in charitable contributions.

#### **4. Commitments and Contingencies**

According to the terms of signed agreements between the Company and its franchisees, the Company is obligated, among other things, to supply to the franchisee logo types, lease negotiation assistance, manuals and certain training. The Company, in the normal course of business, is subject to claims and litigation. Management does not believe any such claims and litigation will have a material impact on the Company's financial position.

#### **5. Subsequent Events**

The Company has evaluated the effect subsequent events would have on the financial statements through March 23, 2018, which is the date the financial statements were available to be issued. No subsequent events requiring disclosure were noted during this evaluation.

# **Firehouse of America, LLC**

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## **Financial Statements**

**Years Ended December 25, 2016 and December 27, 2015**



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## **Independent Auditors' Report**

Board of Directors  
Firehouse of America, LLC  
Jacksonville, Florida

We have audited the accompanying financial statements of Firehouse of America, LLC (a wholly-owned subsidiary of Firehouse Restaurant Group, Inc.), which comprise the balance sheets as of December 25, 2016 and December 27, 2015, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Firehouse of America, LLC as of December 25, 2016 and December 27, 2015, 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.

*Dixon Hughes Goodman LLP*

**Jacksonville, Florida  
March 10, 2017**

**Firehouse of America, LLC**  
**Balance Sheets**  
**December 25, 2016 and December 27, 2015**

|  | <u>2016</u>          | <u>2015</u>          |
|--|----------------------|----------------------|
| <b>ASSETS</b>                          |                      |                      |
| Current assets:                        |                      |                      |
| Cash and cash equivalents              | \$ 9,444,520         | \$ 4,085,976         |
| Accounts receivable, net               | 1,982,760            | 2,080,182            |
| Prepaid area representative expenses   | 670,000              | 585,000              |
| Due from related party                 | 2,121,171            | 8,000,000            |
| Other current assets                   | 854,724              | 196,803              |
| Total current assets                   | <u>15,073,175</u>    | <u>14,947,961</u>    |
| Property and equipment:                |                      |                      |
| Furniture and equipment                | 689,500              | 487,848              |
| Less: accumulated depreciation         | <u>457,469</u>       | <u>382,518</u>       |
| Net property and equipment             | <u>232,031</u>       | <u>105,330</u>       |
| Other assets:                          |                      |                      |
| Prepaid area representative expenses   | 282,500              | 452,500              |
| Other noncurrent assets                | <u>5,000</u>         | <u>5,000</u>         |
| Total assets                           | <u>\$ 15,592,706</u> | <u>\$ 15,510,791</u> |
| <b>LIABILITIES AND MEMBERS' EQUITY</b> |                      |                      |
| Current liabilities:                   |                      |                      |
| Accounts payable                       | \$ 2,785,402         | \$ 1,668,989         |
| Accrued and withheld items             | 1,613,054            | 1,655,307            |
| Deferred revenue                       | <u>2,400,000</u>     | <u>5,950,955</u>     |
| Total current liabilities              | <u>6,798,456</u>     | <u>9,275,251</u>     |
| Long-term liabilities:                 |                      |                      |
| Deferred revenue                       | 7,205,544            | 4,658,325            |
| Other liabilities                      | <u>10,000</u>        | <u>10,000</u>        |
| Total long-term liabilities            | <u>7,215,544</u>     | <u>4,668,325</u>     |
| Commitments and contingencies (note 4) |                      |                      |
| Members' equity                        | <u>1,578,706</u>     | <u>1,567,215</u>     |
| Total liabilities and members' equity  | <u>\$ 15,592,706</u> | <u>\$ 15,510,791</u> |

See accompanying notes.

**Firehouse of America, LLC**  
**Statements of Income**  
**Years Ended December 25, 2016 and December 27, 2015**

|                                    | <u>2016</u>         | <u>2015</u>         |
|------------------------------------|---------------------|---------------------|
| Revenues:                          |                     |                     |
| Royalty fees                       | \$ 39,286,950       | \$ 37,162,911       |
| Franchise fees                     | 2,840,810           | 2,993,670           |
| Area representative fees           | 590,236             | 560,955             |
| Other fees                         | 3,457,710           | 3,091,517           |
|                                    | <u>46,175,706</u>   | <u>43,809,053</u>   |
| Total revenues                     |                     |                     |
| Costs and expenses:                |                     |                     |
| Royalty expense                    | 17,988,820          | 17,142,865          |
| Franchise fee expense              | 724,413             | 749,961             |
| License fee expense                | 10,679,499          | 10,179,384          |
| Employee wages and benefits        | 7,650,663           | 6,825,792           |
| Telephone and utilities expense    | 43,725              | 42,535              |
| Travel and entertainment expense   | 811,263             | 902,258             |
| Marketing expenses                 | 1,007,709           | 928,406             |
| Occupancy expense                  | 1,483,311           | 1,282,830           |
| Area franchise development expense | 237,500             | 321,250             |
| Professional fee expense           | 1,174,933           | 1,404,066           |
| Depreciation and amortization      | 74,951              | 52,167              |
| Other operating expenses           | 960,058             | 812,057             |
|                                    | <u>42,836,845</u>   | <u>40,643,571</u>   |
| Total costs and expenses           |                     |                     |
| Operating income                   | 3,338,861           | 3,165,482           |
| Other income                       | 186,686             | 8,582               |
| Net income                         | <u>\$ 3,525,547</u> | <u>\$ 3,174,064</u> |

**Firehouse of America, LLC**  
**Statements of Changes in Members' Equity**  
**Years Ended December 25, 2016 and December 27, 2015**

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|                    | <u>2016</u>         | <u>2015</u>         |
|--------------------|---------------------|---------------------|
| Balance, beginning | \$ 1,567,215        | \$ 1,405,199        |
| Net income         | 3,525,547           | 3,174,064           |
| Distributions      | <u>(3,514,056)</u>  | <u>(3,012,048)</u>  |
| Balance, ending    | <u>\$ 1,578,706</u> | <u>\$ 1,567,215</u> |

See accompanying notes.

**Firehouse of America, LLC**  
**Statements of Cash Flows**  
**Years Ended December 25, 2016 and December 27, 2015**

|   | <u>2016</u>         | <u>2015</u>         |
|---|---------------------|---------------------|
| Cash flows from operating activities:   |                     |                     |
| Net income  | \$ 3,525,547        | \$ 3,174,064        |
| Adjustments to reconcile net income to net cash provided by operating activities: |                     |                     |
| Depreciation and amortization expense   | 74,951              | 52,167              |
| Changes in operating assets and liabilities:                                      |                     |                     |
| Accounts receivable   | 97,422              | 478,313             |
| Prepaid area representative expenses  | 85,000              | 200,000             |
| Other current assets  | (657,921)           | 522,471             |
| Other noncurrent assets   | -                   | 20,000              |
| Accounts payable, accrued and withheld items                                      | 1,074,160           | (549,099)           |
| Deferred revenue  | (1,003,736)         | (663,705)           |
| Other liabilities   | -                   | (40,000)            |
| Net cash provided by operating activities   | <u>3,195,423</u>    | <u>3,194,211</u>    |
| Cash flows from investing activities:   |                     |                     |
| Purchase of property and equipment  | <u>(201,652)</u>    | <u>(56,637)</u>     |
| Net cash used by investing activities   | <u>(201,652)</u>    | <u>(56,637)</u>     |
| Cash flows from financing activities:   |                     |                     |
| Loan payments from related party  | 5,878,829           | -                   |
| Members' distributions  | <u>(3,514,056)</u>  | <u>(3,012,048)</u>  |
| Net cash provided (used) by financing activities                                  | <u>2,364,773</u>    | <u>(3,012,048)</u>  |
| Net increase in cash  | 5,358,544           | 125,526             |
| Cash, beginning of year   | <u>4,085,976</u>    | <u>3,960,450</u>    |
| Cash, end of year   | <u>\$ 9,444,520</u> | <u>\$ 4,085,976</u> |

See accompanying notes.

## **Notes to Financial Statements**

### **1. Nature of Business and Summary of Significant Accounting Policies**

#### ***General***

Firehouse of America, LLC ("Company"), a wholly-owned subsidiary of Firehouse Restaurant Group, Inc., was organized on November 16, 2004 as a limited liability company. The Company is a franchisor engaged in developing, marketing and supervising restaurants specializing in sub sandwiches under the name of Firehouse Subs. On December 26, 2004, the Company entered into an assignment agreement with its parent company regarding franchise and related agreements owned by the parent company. The Company had 1,010 franchise locations at December 25, 2016 (918 at December 27, 2015). The Company operates on a 4-4-5 week accounting system consistent with its parent company.

The Company grants franchise agreements that are for an initial term of ten years to restaurants at locations approved by the Company. In addition to initial franchise fees, the franchisees are obligated, among other things, to pay a continuing royalty fee based upon a fixed percentage of sales ranging from 4% to 6% of net sales, as defined as charges for all products sold to customers for cash or credit excluding state and local authorities' taxes, discounts and coupons.

The Company also grants rights to area representatives to manage designated territories for a fixed fee based on the territory capacity. The area representative receives a portion of the franchise fees and royalties generated from the franchises in their territories.

Income from franchisees includes initial franchise fees, royalty fees, renewal fees and other fees. The Company recognizes initial franchise fees as revenue when substantial performance of franchisor obligations is complete. Royalty fees are based on a percentage of franchisee sales and are recognized as income when earned. Other license and transfer fees are also recognized as income when earned. Deferred revenue represents payments received in advance for franchise fees, area development fees and area representative fees.

#### ***Basis of accounting***

Assets, liabilities, revenues and expenses are recognized on the accrual basis of accounting.

#### ***Use of estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect (1) the reported amounts of assets and liabilities; (2) disclosure of contingent assets and liabilities at the date of the financial statements; and, (3) the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and assumptions.

#### ***Cash and cash equivalents***

The Company considers all highly liquid investments purchased with remaining maturity of three months or less to be cash equivalents. The Company maintains cash balances in excess of the Federal Deposit Insurance Corporation ("FDIC") limit from time to time.

#### ***Property and equipment***

Property, plant and equipment are recorded at cost. Depreciation is computed by the straight-line method based on estimated useful lives ranging from three to five years.



***Income taxes***

As a limited liability company, the Company's taxable income or loss is allocated to the members in accordance with the operating agreement and is reflected in their income taxes; accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes.

**2. Accounts Receivable**

Accounts receivable consist primarily of royalty receivables owed to the Company through franchisee obligations. Royalty receivables are typically collected within one week after period-end, as such there are no credit terms. The Company maintains an allowance for bad debts based upon an evaluation of the periodic aging of the accounts. There was no allowance for doubtful accounts at December 25, 2016 and December 27, 2015. Bad debt expense was \$23,107 and \$21,523 for the years ended December 25, 2016 and December 27, 2015, respectively.

**3. Related Party Transactions**

The Company also has agreements with its parent company and other related companies to receive training and administrative support for its operations in exchange for various fees paid to these companies. Fees paid under these agreements totaled approximately \$10,700,000 and \$10,300,000 for the years ended December 25, 2016 and December 27, 2015, respectively. Amounts due under these agreements at December 25, 2016 and December 27, 2015 were \$934,651 and \$946,585 respectively.

The Company has a note receivable from a related party in the amount of \$2,121,171. Interest at current LIBOR rates plus principal is due in December 2017.

One of the Company's members and other related parties are stockholders of three of the Company's franchisees. Collectively, the percentage ownership ranges from 33% to 100%. Royalties from related parties totaled approximately \$97,000 and \$99,000 for the years ended December 25, 2016 and December 27, 2015, respectively.

In addition, the Company does not charge franchise fees and royalties to franchises owned by certain members. Had they been charged, they would have totaled approximately \$156,000 and \$156,000 for the years ended December 25, 2016 and December 27, 2015, respectively.

**4. Commitments**

According to the terms of signed agreements between the Company and its franchisees, the Company is obligated, among other things, to supply to the franchisee logo types, lease negotiation assistance, manuals and certain training. The Company, in the normal course of business, is subject to claims and litigation. Management does not believe any such claims and litigation will have a material impact on the Company's financial position.

**5. Subsequent Events**

The Company has evaluated the effect subsequent events would have on the financial statements through March 10, 2017, which is the date the financial statements were available to be issued. No subsequent events requiring disclosure were noted during this evaluation.

**EXHIBIT B TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
APPLICATION AND DEPOSIT AGREEMENT**

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## APPLICATION AND DEPOSIT AGREEMENT

THIS APPLICATION AND DEPOSIT AGREEMENT (this “Agreement”) is effective as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), regardless of when it is signed, by and between FIREHOUSE OF AMERICA, LLC, a Florida limited liability company (“we,” “us” and “our”) and \_\_\_\_\_ (“you” or “your”). You and we are sometimes referred to collectively as the “parties” or separately as a “party.”

### BACKGROUND INFORMATION

We grant franchises for the operation of sandwich restaurant shop specializing in large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (a “FIREHOUSE SUBS® Restaurant” or “Restaurant”) to persons who meet our qualifications and are willing to undertake the investment and effort, a Franchise to own and operate a FIREHOUSE SUBS® Restaurant.

You have applied for a Franchise to own and operate a FIREHOUSE SUBS®. To determine whether to grant you a Franchise, we must evaluate your credentials. In addition, you want to make sure that operating a Restaurant is compatible with your objectives. We incur various expenses in making those evaluations and determinations.

Accordingly, the parties agree as follows:

### OPERATIVE TERMS

1. **Deposit.** Contemporaneously with signing this Agreement, you have deposited \$2,500 (the “Deposit”) with us. If we grant a Franchise to you this Deposit will be credited toward the initial franchise fee payable in accordance with the Franchise Agreement. The Deposit will not bear interest. We will not establish a separate account for the Deposit. The Deposit is non-refundable and is fully earned by us when paid.

2. **Representations and Warranties.** You represent and warrant that all of the statements you made in your application are true, correct and complete.

3. **Evaluation.** As part of the screening process, you agree to work a minimum of 50 hours at a FIREHOUSE SUBS® Restaurant that we designate. You will not be paid compensation of any type for work performed by you during this screening process. The work you perform under this Agreement does not constitute training under any franchise agreement with us.

4. **Waiver and Release.** During the 50 hours of observation and evaluation process at a FIREHOUSE SUBS® Restaurant in which you will receive hands-on experience and operate food service equipment and supplies (the “Observation and Evaluation Process”), you agree, attest and acknowledge that:

- (a) There is some risk of injury and harm;
- (b) You are not our employee;
- (c) Since you are not our employee, you will not be entitled to any workers compensation from us; and
- (d) You waive any right to sue for damages or other relief, and release any claim you may have against us or any of our affiliates, agents, officers and directors, for any claims, losses, damages, liabilities or obligations that arise out of any injury you suffer during such work.

If someone other than you attends the Observation and Evaluation Process, they must sign our standard form of Liability Waiver and Release, a copy of which is attached as Exhibit “A” to this Agreement.

5. **Competitive Restrictions.** Upon our termination or expiration (if we offer, but you elect not to acquire, a franchise), you and your owners agree that, for a period of 1 year commencing on the effective date of termination or expiration or the date on which a person restricted by this Section begins to comply with this Section, whichever is later, neither you nor any of your owners will have any direct or indirect interest (e.g., through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business operating within 10 miles of any other FIREHOUSE SUBS® Restaurant in operation or under construction on the later

of the effective date of the termination or expiration or the date on which a person restricted by this Section complies with this Section. If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the 1-year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living. The term “**Competitive Business**” as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any Restaurant or food service facility that offers casual dining and take-out of sandwiches, salads or any type of deli foods and beverages (other than a FIREHOUSE SUBS® Restaurant operated under a franchise agreement with us).

6. **Confidential Information.** We may disclose certain information to you regarding the System and the know-how related to its use; plans, specifications, size and physical characteristics of FIREHOUSE SUBS® Restaurants; site selection criteria, land use and zoning techniques and criteria; methods in obtaining licensing and meeting regulatory requirements; sources and design of equipment, furniture, forms, materials and supplies; marketing, advertising and promotional programs for FIREHOUSE SUBS® Restaurants; the selection, testing and training of personnel for FIREHOUSE SUBS® Restaurants; the recruitment, qualification and investigation methods to secure employment for employment candidates; any computer software we make available or recommend for FIREHOUSE SUBS® Restaurants; methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of FIREHOUSE SUBS® Restaurants; knowledge of specifications for and suppliers of certain products, materials, supplies, furniture, furnishings and equipment; recipes, formulas, preparation methods and serving techniques; and knowledge of operating results and financial performance of FIREHOUSE SUBS® Restaurants. You acknowledge and agree that all of this information is confidential and proprietary (the “**Confidential Information**”). You will not acquire any interest in the Confidential Information. The use or duplication of any Confidential Information in any other business will constitute an unfair method of competition. You will not disclose, leak, divulge, disseminate, reveal, make available, replicate, duplicate (in any form, tangible or intangible) or otherwise communicate all or any portion of the Confidential Information to any other person or entity, or use it for any purpose other than good faith negotiations with us to obtain a Franchise Program, either directly or indirectly, unless given permission to do so in writing by us. You will use the highest degree of care to safeguard the confidentiality of the Confidential Information and not make any copies or abstracts of the Confidential Information (intangible, printed or an intangible form) except where permitted to do so by us in writing. You will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information.

7. **Return of Confidential Information.** If, for any reason whatsoever, you and we do not enter into a Franchise Agreement by within 60 days, you and we agree as follows:

(a) **Return:** You will immediately return to us all franchise Disclosure Documents, franchise agreements, prototypes, samples, brochures, copies, materials, duplicates, derivations, portions, extracts and any other aspects of the Confidential Information in your possession.

(b) **Copies:** You will immediately deliver to us all additional copies or other duplicates of the Confidential Information produced or created by you or us, including without limitation, all prototypes, documents, photocopies, notes, memoranda, extracts, excerpts, derivations, worksheets or other ancillary documentation containing, or derived from, Confidential Information, whether contained on paper, tangible material, tape or in computer memory banks or the storage devices including storage media that you may access from remote sites via the Internet or other shared system(s).

(c) **Destruction.** You will immediately destroy any Confidential Information or derivations which you may possess in computer memory or elsewhere in machine readable form that cannot be returned to us, thereby leaving no written evidence or intangible embodiment of the Confidential Information in your possession.

(d) **Certificate.** Within 10 days following notice from us of our demand that you return or destroy the Confidential Information, you will deliver to us a written certificate executed by a duly authorized officer on your behalf, stating that you have fully and completely discharged all of your obligations pursuant to the provisions of this Agreement and returning all of the Confidential Information not destroyed.

8. **Governing Law and Jurisdiction.** Florida law governs this Agreement. Jurisdiction and venue for any claims involving this Agreement is exclusively in the courts serving Duval County, Florida. The parties irrevocably submit to the venue and jurisdiction of such courts.

9. **Litigation Expenses.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party will be entitled to full reimbursement of its litigation expenses from the other party. Litigation expenses include attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing.

10. **Assignment.** This Agreement, and all rights and obligations of the parties, may not be assigned, subcontracted, or transferred by any party without the prior written consent of the other party.

11. **Background Information.** Both parties agree that the background information at the beginning of this Agreement is accurate.

12. **Effect.** This Agreement neither evidences, nor commits us to, an award of a Franchise to you. Any grant of a Franchise to you will be subject to a definitive Franchise Agreement mutually acceptable and signed by both you and us. However, in the meantime, you and we will naturally be expected to investigate each others' qualifications, background and respective businesses. Thus, each of us will cooperate with each other to obtain further information in order to proceed on a mutually beneficial business basis. Neither party has any obligation to the other party other than as described in this Agreement.

13. **Effective Date.** The effective date of this Agreement is \_\_\_\_\_, 201\_\_\_\_, regardless of the actual date of signature.

Intending to be bound, the parties sign below:

**FIREHOUSE OF AMERICA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A" TO  
APPLICATION AND DEPOSIT AGREEMENT**

**FIREHOUSE SUBS®  
LIABILITY WAIVER AND RELEASE**

I, \_\_\_\_\_, want to enroll in the 50 hours of observation and evaluation process and attend the initial training programs offered by Firehouse of America, LLC (“FOA”) in order to be qualified to own, operate and/or manage a Firehouse Subs® Restaurant, pursuant to a franchise agreement between FOA and either me, my employer, or a company with which I am affiliated. To induce FOA to allow me to participate in the 50 hours of observation and evaluation process, and attend the initial training programs, I agree, attest and acknowledge the following:

- (1) During the 50 hours of observation and evaluation and the initial training programs, I will receive hands-on training at a Firehouse Subs® Restaurant and through other training facilities during which I will operate food service equipment and supplies and, therefore, there is a risk of injury and harm.
- (2) I understand and acknowledge that I am not an employee of FOA or its affiliates for any purpose whatsoever.
- (3) Since I am not an employee of FOA, I will not be entitled to any workers compensation coverage from FOA or any of its affiliates (although I may be entitled to such coverage from my own employer).
- (4) I waive any right to sue for damages or other relief, and release any claim I may have against FOA and/or any of its affiliates, agents, officers and directors, for any claims, losses, damages, liabilities or obligations that arise out of any injury I suffer during and as a result of my undergoing the initial training program with FOA.
- (5) My participation in the observation, evaluation and training programs does not entitle me to a Firehouse Subs® franchise. Franchises are granted only by separate written agreements.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
FRANCHISE AGREEMENT**

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**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

---

---

AGREEMENT DATE

---

FRANCHISE OWNER

---

RESTAURANT NUMBER

---

ADDRESS OF RESTAURANT

**THIS AGREEMENT REQUIRES CERTAIN DISPUTES TO BE SUBMITTED TO BINDING  
ARBITRATION.**

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**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the “**Agreement**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”). The parties to this Agreement are **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (referred to in this Agreement as “**we**,” “**us**” or “**our**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (referred to in this Agreement as “**you**,” “**your**” or “**Franchise Owner**”).

1. **INTRODUCTION.** Various terms are defined in context throughout this Agreement, and an index is attached as Exhibit “A” for convenience.

1.1. **The FIREHOUSE SUBS® System.** We and our affiliates have expended considerable time and effort in a sandwich restaurant shop specializing in large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (a “**FIREHOUSE SUBS® Restaurant**” or “**Restaurant**”). FIREHOUSE SUBS® Restaurants operate under the service marks and trade name “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**,” “**FIREHOUSE SUBS FEED THE FIRE<sup>SM</sup> and Design**,” “**FEED THE FIRE<sup>SM</sup>**,” “**FIREHOUSE SUBS AMERICAN DREAM OWNERSHIP PROGRAM®**,” “**FULLY INVOLVED®**,” “**HOOK & LADDER SUB®**,” “**NEW YORK STEAMER SUB®**,” “**FIREHOUSE HOUSE<sup>SM</sup>**” “**FIREHOUSE<sup>SM</sup>**,” “**ENGINEER SUB<sup>SM</sup>**,” “**FIREHOUSE FUNDS<sup>SM</sup>**,” and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, menus, recipes, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the “**System**”). We commission, use, promote and license in the operation of a FIREHOUSE SUBS® Restaurant certain trademarks, service marks and other commercial symbols, including the trade and service marks “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**” and other associated logos, copyrighted works, designs, Art, trade dress, trademarks, service marks, commercial symbols, and e-names, which will gain or have gained and continue to gain public acceptance and goodwill, and may create, commission, use and license additional trademarks, service marks, e-names, copyrighted works, Art and commercial symbols in conjunction with the operation of FIREHOUSE SUBS® Restaurants (collectively, the “**Marks**”). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, a Franchise to own and operate a FIREHOUSE SUBS® Restaurant offering the products and services we authorize and approve and utilizing the Marks and the System. You have applied for a Franchise to own and operate a FIREHOUSE SUBS® Restaurant.

1.2. **Acknowledgments.** You acknowledge and agree that:

(a) you have read this Agreement and our Franchise Disclosure Document;

(b) you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each FIREHOUSE SUBS® Restaurant and to protect and preserve the goodwill of the Marks;

(c) you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a FIREHOUSE SUBS® Restaurant may evolve and change over time;

(d) an investment in a FIREHOUSE SUBS® Restaurant involves business risks;

(e) your business abilities and efforts are vital to the success of the venture and the success or failure of your Restaurant is predominately based on your skills in operating and managing it;

(f) any information you acquire from other FIREHOUSE SUBS® Restaurant franchisees relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information;

(g) in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity. All business dealings between you and such persons as a result of this Agreement are solely between you and us;

(h) we have advised you to have this Agreement reviewed and explained to you by an attorney.

1.3. **Representations.** As an inducement to our entry into this Agreement, you represent and warrant to us that:

(a) all statements you have made and all materials you have submitted to us in connection with your purchase of the Franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise;

(b) you will at all times faithfully, honestly and diligently perform your obligations, continuously exert your best efforts to promote and enhance the Restaurant and not engage in any other business or activity that conflicts with your obligations to operate the Restaurant in compliance with this Agreement.

(c) you will comply with and/or assist us to the fullest extent possible in our efforts to comply with Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war (the “**Anti-Terrorism Laws**”); and

(d) neither you nor any of your owners, employees, or agents, property or interests are subject to being “blocked” under any of the Anti-Terrorism Laws and that neither you nor they are otherwise in violation of any of the Anti-Terrorism Laws.

(e) Our approval of your request to purchase the Franchise is made in reliance on all of your representations and warranties. Any violation of these representations or warranties, or any Anti-Terrorism Laws by you or your owners, or your or your owners’ agents or employees, or any “blocking” of your or their assets under the Anti-Terrorism Laws, will constitute grounds for immediate termination of this Agreement and any other agreements you have entered into with us or any of our affiliates.

1.4. **No Warranties.** We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of FIREHOUSE SUBS® Restaurants. You acknowledge and understand the following:

(a) any statement regarding the potential or probable revenues, sales or profits of the business venture, or of any services, benefits or commitments we are to make available to you, are made solely in the Franchise Disclosure Document delivered to you prior to signing this Agreement;

(b) any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing FIREHOUSE SUBS® Restaurant owned by us or our affiliates or that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately; and

(c) you have not received or relied on any representations about us or our franchising program or policies made by us, or our officers, directors, employees or agents, that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement. If there are any exceptions to any of the foregoing, you must: (i) immediately notify our chief executive officer; and (ii) note such exceptions by attaching a statement of exceptions to this Agreement prior to signing it.

1.5. **Business Organization.** If you are at any time a business organization (“**Business Entity**”) (like a corporation, limited liability company or partnership) you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Principal Owners Statement will completely and accurately describe all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Franchise Disclosure Document;

(d) you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

(e) each of your owners during the Term will sign and deliver to us our standard form of Principal Owner’s Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owner’s Guaranty is attached to the Franchise Disclosure Document; and

(f) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

## 2. **GRANT AND TERM**

2.1. **Grant of Franchise.** You have applied for a franchise to own and operate a FIREHOUSE SUBS® Restaurant only at a location we have approved (the “**Site**”). Subject to the terms of and upon the conditions contained in this Agreement, we grant you a franchise (the “**Franchise**”) to: (a) operate a FIREHOUSE SUBS® Restaurant at the Site, and at no other location; (b) use the Marks in connection with



operating the Restaurant; and (c) use the System in its operation. The term of the Franchise and this Agreement (the “**Term**”) begins on the Agreement Date and expires 10 years from the date your Restaurant opens for business (the “**Opening Date**”). You agree to fulfill your obligations and exert your best efforts to do so, for the full Term. This Agreement may be terminated before it expires. We grant you the right to an exclusive territory.

You may not operate the Restaurant from any location other than the Site without our prior written consent. If we consent to the Restaurant’s relocation, we have the right to charge you for the expenses we incur in connection with the relocation.

2.2. **Rights We Reserve.** We (and our affiliates) retain the right in our sole discretion to:

(a) to solicit prospective franchisees and grant other persons Franchises, or other rights to operate FIREHOUSE SUBS® Restaurants: through national or regional advertising, trade shows or conventions, or using or through the Internet, Intranet or other forms of e-commerce or through similar means;

(b) to own and operate FIREHOUSE SUBS® Restaurants ourselves or through affiliates anywhere, except your Trade Area;

(c) sell, solicit, recruit and provide services for FIREHOUSE SUBS® Restaurants or any franchised business not defined as a FIREHOUSE SUBS® Restaurant in this Agreement;

(d) to sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Trade Area and pursuant to such terms and conditions as we consider appropriate;

(e) to sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants to Nontraditional Locations which are locations for which the majority of the persons entering the premises typically do so for the purposes other than patronizing the FIREHOUSE SUBS® Restaurant, including, but not limited to airports, military installations, hotels, railway stations and their direct surroundings, bus stations, service plazas established by governmental or quasi-governmental entities on motorways and highways, gas stations, convenience stores, universities and schools, amusement parks, cruise ships, hospitals and residences, sports centers and clubs, and similar locations for distribution within and outside of your Trade Area and pursuant to such terms and conditions as we consider appropriate;

~~(f) (e)~~ to solicit prospective franchisees for, and own and operate, businesses and restaurants of any other kind or nature, anywhere.

### 3. **SITE SELECTION AND DEVELOPMENT.**

3.1. **Site Selection.** Within 12 months of the Agreement Date, you (with or without our assistance) must locate a site that we (in our sole judgment) have approved and signed a lease for it to be acceptable to us. The Site must meet our criteria for the location of a Restaurant (which may or may not include demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other FIREHOUSE SUBS® Restaurants, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site, and any other factors or characteristics we consider appropriate). Our criteria, and our evaluation of them, may vary periodically and from location to location. We will approve or disapprove a Site you propose for a Restaurant within 30 days after we receive from you

a complete site report and any other materials we request. If you have not heard from us within such 30-day period, the Site is deemed disapproved. You acknowledge and agree that:

(a) our recommendation or approval of the Site, and any information regarding the Site communicated to you, do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the Site for a FIREHOUSE SUBS® Restaurant or for any other purpose;

(b) our recommendation or approval of the Site indicates only that we believe that the Site falls within the acceptable criteria for sites and premises that we have established as of the time of our recommendation or approval of the Site;

(c) application of criteria that have appeared effective with respect to other sites and premises may not accurately reflect the potential for all sites and premises, and, after our approval of a site, demographic and/or other factors included in or excluded from our criteria could change to alter the potential of a site and premises; and

(d) the uncertainty and instability of such criteria are beyond our control, and we will not be responsible for the failure of a site and premises we have recommended or approved to meet expectations as to potential revenue or operational criteria.

3.2. **Trade Area.** The trade area of a FIREHOUSE SUBS® Restaurant generally consists of the Site and the geographic area within a 2-mile radius (the “**Trade Area**”) around the Site although we may vary its size under special circumstances. We will not approve a Site within the Trade Area of any other FIREHOUSE SUBS® Restaurant, whether it is franchised or owned by us. During the Term, as long as you are in compliance with this Agreement, we will not grant a franchise for, nor ourselves operate, a FIREHOUSE SUBS® Restaurant within your Trade Area.

### 3.3. **Lease of Site.**

(a) **Lease of Site:** You must deliver copies of the proposed lease agreement and related documents to us prior to signing them. You must not sign any lease agreement or related documents unless we have previously approved them. The insurance policy required by our System Standards must be in force and effect when the lease is signed. Additionally, before entering into such a lease, you and the lessor must sign our then-current form of Addendum to Lease Agreement (the “**Lease Addendum**”). You must give the lessor our forms of the Lease Addendum when you begin discussions with the prospective lessor. If you want to lease the Site from any of your affiliates (or affiliates of your principal owners), we may also require them to sign such agreements to ensure compliance with the provisions of this Agreement.

(b) **Lease Approval:** You must obtain our approval of the lease of the Site (the “**Lease**”) before you sign it, or any renewal of it. You must deliver a copy of the signed lease to us within 15 days after its execution along with the Lease Addendum. You must not sign any lease or renewal of a lease unless you have also obtained the Lease Addendum signed by the lessor. Our review and approval of the Lease is solely to ensure that the Lease contains terms that we accept or require for our benefit and the franchise system; it is not a substitute for careful review and analysis by you and your advisors. Our approval of the Lease does not constitute any warranty or assurance that the Lease contains terms and conditions for your benefit. You agree and acknowledge that you are solely responsible for negotiating the Lease and ensuring that its terms and conditions meet your interests and objectives. You will not terminate, modify or amend any of the provisions or terms of the Lease without our prior written consent. Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void.

**(c) Mandatory Lease Terms:** We may require that the Lease or any renewal contain certain provisions that:

- (i) expressly permits the lessor of the Site to provide us with all revenue and other information it may have related to the operation of your FIREHOUSE SUBS® Restaurant as we may request;
- (ii) requires the lessor to contemporaneously provide us with copies of any written notice of default under the Lease sent to you and which grants to us, at our option, the right (but not the obligation) to cure any default under the Lease (should you fail to do so) within 15 days after the expiration of the period in which you may cure the default;
- (iii) in the event of your default of the Lease or the Franchise Agreement, and upon written notice from us (the “**Assignment Notice**“) the Lease will be assigned to us, we will become the lessee, we will be liable for all obligations under the Lease accruing once we take possession, and the landlord will recognize us as the lessee as of the date of the Assignment Notice;
- (iv) authorizes your right to display the Marks in accordance with the specifications required by the Manuals, subject only to the provisions of applicable law and your right to alter the signage at any time during the term of the Lease, if the signage is in compliance with all applicable governmental codes and regulations;
- (v) grant to you an easement over the property to improve, renovate, repair and maintain the premises or replace the signage or panel on the pylon sign;
- (vi) requires that any lender or other person will not disturb your possession of the Site so long as the Lease term continues and you are not in default (along with such documents as are necessary to ensure that such lenders and other persons are bound);
- (vii) expressly states that any default under the Lease which is not cured within any applicable cure period also constitutes grounds for termination of this Agreement;
- (viii) a Lease term which is at least equal to the Term, either through an initial term of that length or rights, at your option, to renew the Lease for the Term;
- (ix) the Lease cannot be modified or canceled without our prior written approval; and
- (x) we will be permitted unrestricted access to the Site to inspect the Art and remove any of the Art at any time.

**(d) Copies of Reports:** You must also send us copies of any sales or other reports sent to any landlord.

**(e) Indemnification:** You agree to indemnify and hold us and our affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys’ fees, costs and

expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

**(f) Security Interest:** You grant to us a security interest in and to all of the furniture, fixtures, inventory and supplies located in the Restaurant, the Franchise and all of your rights, title and interest in and to the Lease, as collateral for the payment of any obligation, liability or other amount you or your affiliates owe to us under this Agreement. If you breach or default under the Lease, or if we pay the lessor any money as a result of your breach of the Lease, then you will be in breach of this Agreement. Our security interest will remain in effect until satisfaction in full of all amounts you owe us. You agree to sign any and all Uniform Commercial Code financing statements and all other documents and instruments we deem necessary to perfect or document the interests and assignments granted in this Agreement.

**(g) No Subordination:** You will not permit the Lease or our security interest to become subordinate to any other lien without first obtaining our written consent, other than the lien created by this Agreement, the lessor's lien under the Lease, liens securing bank financing for your operations on the Site and the agreements and other instruments referenced in this Agreement.

**(h) Exercise of Remedies:** In any case of your default under the terms of the Lease or under this Agreement, we are entitled to exercise any one or more of the following remedies in our sole discretion:

- (i) to take possession of the Site, or any part thereof, personally, or by our agents or attorneys;
- (ii) to, in our discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;
- (iii) to exclude you, your agents or employees from the Site;
- (iv) as attorney-in-fact for you, or in our own name, and under the powers herein granted, to hold, operate, manage and control the Restaurant and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, granting full power and authority to us to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;
- (v) to cancel or terminate any unauthorized agreements or subleases entered into by you, for any cause or ground which would entitle us to cancel the same;
- (vi) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site that may seem judicious, in our sole judgment;
- (vii) at our option, with or without prior notice to you, enter the Site and remove the Art, at your expense;

- (viii) to insure and reinsure the same for all risks incidental to our possession, operation and management thereof; and/or
- (ix) notwithstanding any provision of this Agreement, to declare all of your rights, but not obligations under the Agreement, to be immediately terminated as of the date of your default under the Lease.

**(i) Power of Attorney:** You irrevocably appoint us as your true and lawful attorney-in-fact in your name and stead and hereby authorize us, upon any default under the Lease or under this Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions as, in our discretion, we may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as we would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon us pursuant to this Agreement is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

**(j) No Warranty:** You acknowledge that our approval of the Site and the Lease does not constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a FIREHOUSE SUBS® Restaurant operated at the Site. Such approval indicates only that we believe that the Site and the terms of the Lease fall within the acceptable criteria we have established as of the time of our approval. You further acknowledge that we have advised you to have an attorney review and evaluate the Lease.

3.4. **Ownership and Financing.** Instead of leasing a Site, you may propose to purchase and own any or all of a Site directly, or through affiliates. The insurance required by this Agreement and our System Standards must be in force and effect when you begin construction of your Restaurant. If at any time prior to acquisition, or subsequently, you or your affiliates propose to obtain any financing with respect to the Site or for your FIREHOUSE SUBS® Restaurant or for any Operating Assets in which any of such items are pledged as collateral securing your performance, the form of any purchase contract with the seller of a Site and any related documents, and the form of any loan agreement with or mortgage in favor of any lender and any related documents, must be approved by us before you sign them. Our consent to them may be conditioned upon the inclusion of various terms and conditions, including the following:

(a) a provision which requires any lender or mortgagee concurrently to provide us with a copy of any written notice of deficiency or default under the terms of the loan or mortgage sent to you or your affiliates or the purchaser;

(b) a provision granting us, at our option, the right (but not the obligation) to cure any deficiency or default under the loan or mortgage (should you fail to do so) within 15 days after the expiration of a period in which you may cure such default or deficiency; and

(c) a provision which expressly states that any default under the loan or mortgage, if not cured within the applicable time period, constitutes a default under this Agreement and grounds for termination of this Agreement if not cured.

#### 4. **RESTAURANT DEVELOPMENT, DECOR AND OPERATING ASSETS.**

4.1. **Restaurant Development.** You are responsible for developing the Restaurant. We will furnish you with mandatory and suggested specifications and layouts for a FIREHOUSE SUBS® Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, decor, and Operating Assets which include fixtures, equipment, signs, and furnishings. You are obligated, at your expense, to have an architect prepare all required construction plans and specifications to suit the shape and dimensions of the Site and to ensure that such plans and specifications comply with applicable ordinances,

building codes, permit requirements, lease requirements and restrictions, and the mandatory specifications and layout provided by us. You agree to, at our option, assign to us, or require your architect to assign to us, the plans, drawings or designs, used by you in connection with the Restaurant, or at our option, obtain the architect's agreement to license to us such plans, drawings or designs for use in connection with the FIREHOUSE SUBS® Restaurants. You will not hire, engage or use any construction firm, contractor or architect that we disapprove.

You agree, at your own expense, to do the following with respect to developing the Restaurant at the Site:

- (a) secure all financing required to develop and operate the Restaurant;
- (b) obtain all building, utility, sign, health, sanitation, business and other permits and licenses required to construct and operate the Restaurant;
- (c) construct (the "**Construction**") all required improvements to the Site and decorate the Restaurant in compliance with plans and specifications we have approved;
- (d) you must give us notice of commencement of the Construction within 10 days of the date it began, with progress reports supporting the findings at least every 2 weeks; thereafter.
- (e) the Construction must be completed within 365 days of our approval of the Site (unless we agree otherwise);
- (f) sign a lease or otherwise obtain the right to occupy the Site within 12 months of the Agreement date;
- (g) purchase or lease and install all Operating Assets required for the Restaurant;
- (h) purchase an opening inventory of authorized and approved products, materials and supplies; and
- (i) purchase from us (or our designees) the paintings, pictures, photographs, murals, drawings, sculptures and other forms of art we designate, for display at your Site and install it at the Restaurant in accordance with our specifications at your expense.

4.2. **Décor.** You agree that all decor of your FIREHOUSE SUBS® Restaurant must be previously approved by us and must comply with our standards as described in the Manuals or other communications, which may be periodically revised. We own all copyrights in and to all forms of art displayed in the Restaurant including murals, paintings, pictures, drawings, sculptures, and photographs that we direct you to display (including the firehouse themed mural commissioned for the Restaurant) (the "**Art**"), as well as all intellectual property rights in and to the Art. You will not allow any of the Art to become a fixture to the Restaurant and you will not display or use the Art in any Competitive Business or restaurant of any kind. Your failure to maintain the Restaurant's decor in compliance with our System and the standards described in the Manuals or otherwise, constitutes a material breach of this Agreement.

4.3. **Operating Assets and Restaurant Materials.** You must acquire all supplies, materials and food and beverage products for use in connection with your FIREHOUSE SUBS® Restaurant (collectively, the "**Restaurant Materials**") and all fixtures, furnishings, equipment signs, Art and cash registers, telecopiers and computer hardware and software (the "**Operating Assets**") from us (or our affiliates) or suppliers we have previously approved. We will only approve suppliers whose Restaurant Materials and Operating Assets meet the quality standards that we establish from time to time. You will



only place or display at the Site (interior and exterior) such signs, emblems, lettering, logos and display materials that we periodically approve.

4.4. **Changes to Approved Suppliers.** If you want to propose a new supplier of Restaurant Materials or Operating Assets, you must submit to us sufficient written information about the proposed new supplier to enable us to approve or reject either the supplier or the particular items. If we have not responded within 30 days of our receipt of the information, then the application will be deemed rejected by us. We may consider in providing such approval not just the quality standards of the products or services, but their delivery capabilities, financing terms and ability to service our franchise system as a whole. We may terminate or withhold approval of any Restaurant Materials or Operating Assets, or any supplier of such items, that does not meet our quality standards by giving you written notice. If we do so, you must immediately stop purchasing from such supplier or using such Restaurant Materials or Operating Assets in your FIREHOUSE SUBS® Restaurant until we notify you that such supplier or such Restaurant Materials or Operating Assets meet our quality standards. At our request, you must submit to us sufficient information about a proposed supplier and samples of the proposed Restaurant Materials or Operating Assets for our examination so that we can determine whether they meet our quality standards. We also must have the right to require our representatives to be permitted to inspect the proposed supplier's facilities at your expense. We may charge a fee for evaluating alternative suppliers of \$250 per day for personnel time plus laboratory fees, professional fees and travel and living expenses as well as any other fees we pay to third parties in furtherance of the evaluation.

4.5. **Restaurant Opening.** You agree not to open the Restaurant for business until:

(a) we approve the Restaurant as developed in accordance with our specifications and standards;

(b) pre-opening training has been completed to our satisfaction and you provide us with evidence you and your management personnel have completed training at authorized facilities;

(c) the initial franchise fee and all other amounts then due to us, your landlord, governmental authorities and our suppliers have been paid;

(d) you have obtained all required building, utility, sign, health, sanitation, business permits, certificates and licenses required to operate the Restaurant;

(e) we have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept; and

(f) we have received signed counterparts of all required documents pertaining to your acquisition of the Site (including any required agreements between you and us).

(g) we have provided you with written authorization to open the Restaurant for business.

You agree to open the Restaurant for business no later than 12 months after you have located an approved Site for your Restaurant (unless we agree otherwise).

4.6. **Market Introduction Program.** We may require you to conduct a market introduction advertising and promotional program for the Restaurant after its opening and to expend up to \$5,000 for such purpose, exclusive of the cost of food, that we specify for use in the market introduction program. The market introduction may be conducted over an approximate 12-month period which will be determined by us. Such advertising and promotion will utilize the marketing and public relations programs and media and



advertising materials we have developed or approved, and is separate from your other marketing and advertising requirements.

5. **FEES.**

5.1. **Initial Franchise Fee.** You agree to pay us a nonrecurring and nonrefundable initial franchise fee in the amount of \$20,000. The initial franchise fee is nonrefundable and is fully earned by us when paid. The initial franchise fee must be paid on the Agreement Date. If you fail to satisfactorily complete the initial training, we will terminate the Agreement. If this Agreement is terminated for any reason, you will sign a general release, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents.

5.2. **Royalty.** You agree to pay us a royalty (“**Royalty**“) in the amount of 6% of your Restaurant’s Gross Sales during each Accounting Period. On the 3<sup>rd</sup> day (the “**Report Day**“) of each Accounting Period, you must report the amount of your Gross Sales for the preceding Accounting Period. “**Accounting Period**“ is that period we designate in the Manual (currently a 7-day accounting period for Royalty and Marketing calculations that runs from Monday through Sunday and a 4, 4, 5-week accounting period for financial statement purposes). You must pay us the Royalty so that we receive it on or before the 3<sup>rd</sup> business day following the end of each Accounting Period (the “**Payment Day**“) (currently Wednesday) for the immediately preceding Accounting Period.

5.3. **Electronic Funds Transfer.** We may require you to pay any amounts due us, including the Royalties, to us by electronic funds transfer on the due date. You must comply with the procedures we specify in our Manuals and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method. On the Report Day designated in the Manual (currently Wednesday), you must report to us by telephone or electronic means or on written form, as we direct, the Restaurant’s true and correct Gross Sales for the immediately preceding week. We may require you to give us authorization, in a form that we designate, to initiate debit entries or credit correction entries to the Restaurant’s bank operating account (the “**Account**“) for payments of Royalties and other amounts due under this Agreement, including any applicable interest charges. If so, you must make the funds available in the Account for withdrawal by electronic transfer no later than the Payment Day. The amount actually transferred from the Account to pay Royalties will be based on the Restaurant’s Gross Sales reported to us on the Report Day. If you have not reported the Restaurant’s Gross Sales to us for any reporting period, we may transfer from the Account an amount calculated in accordance with our reasonable estimate of the Restaurant’s Gross Sales during any such reporting period. If we determine at any time that you have under-reported Gross Sales or underpaid Royalties or other amounts due to us, we will be authorized to immediately initiate a transfer from the Account in the appropriate amount in accordance with the foregoing procedures, including applicable interest and late charges. Any overpayment will be credited to the Account through a credit, effective as of the first Report Day after you and we determine that such credit is due.

5.4. **Definition of “Gross Sales.”** As used in this Agreement, the term “**Gross Sales**“ means the total actual gross charges for all products (food and non-food) and services sold to customers of the Restaurant for cash or credit, whether these sales are made at or from the Restaurant premises, or any other location. However, any amounts that you collect and transmit to state or local authorities as sales, use or other similar taxes are excluded from the definition of Gross Sales.

5.5. **Management Information System Fees.** On or before 1<sup>st</sup> day of January of each year, you must pay us \$1,200 (the “**MIS Fee**“) for the use of our mandated management information system (“**MIS**“). Upon signing this Agreement, you must pay us a proportionate share of the MIS Fee to cover the period from the date of the Agreement through December 31 of that year and commence the annual MIS Fee on January 1 of the next year. For example, if the Agreement Date is August 1, then you must

immediately pay us \$500 to cover the period August 1 through December 31 or 5/12 of \$1,200. We will maintain the MIS. This fee does not cover, and we will not perform, bookkeeping, reporting or tax return services.

5.6. **Interest on Late Payments.** All amounts which you owe us, including but not limited to Royalties, MIS Fees, System Contributions and Co-op Contributions, will bear interest after their due date at the annual rate of eighteen 18% or the highest contract rate of interest permitted by law, whichever is less. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of, the Restaurant. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement.

5.7. **Late Payment Penalties.** All Royalties, System Contributions, amounts due for purchases by you from us, and any interest accrued thereon, and any other amounts which you owe us, or our affiliates, are subject to a late payment fee of \$250 for payment or report received by us 5 days after its due date. The late payment fee is due immediately on any delinquent payments and for dishonored checks. The provision in this Agreement concerning late payment fees does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance, the operation of your Restaurant. In the event that you are delinquent in providing payment or reports during any 2 or more Accounting Periods, we may require you to pay all amounts due us by electronic transfer or cashier's check.

5.8. **Application of Payments.** Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us. You acknowledge and agree that we have the right to set off any amounts you or your owners owe us against any amounts we might owe you or your owners.

5.9. **Payment Offsets.** We may setoff from any amounts that we may owe you any amount that you owe to us, or our affiliates, for any reason whatsoever, including without limitation, Royalties, System Contributions, late payment penalties and late payment interest, amounts owed to us or our affiliates for purchases or services or for any other reason. Thus, payments that we make to you may be reduced, in our discretion, by amounts that you owe to us or our affiliates from time to time. In particular, we may retain (or direct to our affiliates) any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us, or our affiliates, at any time. We may do so without notice to you at any time. However, you do not have the right to offset payments owed to us for amounts purportedly due to you from us.

## 6. **TRAINING AND ASSISTANCE.**

6.1. **Initial Training.** Before the Restaurant opens, we will furnish initial training on the operation of a FIREHOUSE SUBS® Restaurant to you and 1 other person (or, if you are a Business Entity, up to 2 of your owners). If space is available at such training session, we will furnish initial training for up to 3 additional people at no additional charge. The training lasts for 6 to 8 weeks and will be furnished at our designated training facility and/or at an operating FIREHOUSE SUBS® Restaurant, as we specify. You, or your owners, are required to complete the initial training to our satisfaction. Otherwise, attendance by your employees is optional. Successful completion of the initial training program by you, or your owners, is a condition to the opening of the FIREHOUSE SUBS® Restaurant to the public. You also are required to participate in all other activities required to operate the Restaurant. Although we will furnish initial training to you, or your owners, at no additional fee or other charge, you will be responsible for all travel and living expenses which such persons incur in connection with training. You agree to replace any manager if we determine that he or she is not qualified to manage the Restaurant. If we determine that you, or your owners, are unable to complete initial training to our satisfaction, we have the right to terminate this Agreement. All

persons attending initial training are required to sign our standard Liability Waiver and Release, a copy of which is attached as Exhibit "B."

6.2. **Periodic Training.** We may require you, or your owners, to attend periodic refresher training courses at such times and locations that we designate, and we may charge fees for such courses. You agree to give us reasonable assistance in training other FIREHOUSE SUBS® Restaurant franchisees. We will reimburse you for your reasonable out-of-pocket expenses in providing such assistance. All persons attending periodic training are required to sign our standard Liability Waiver and Release, a copy of which is attached as Exhibit "B."

6.3. **General Guidance.** We will advise you from time to time regarding the operation of the Restaurant based on reports you submit to us or inspections we make. In addition, we will furnish guidance to you with respect to:

- (a) standards, specifications and operating procedures and methods utilized by FIREHOUSE SUBS® Restaurants;
- (b) purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies;
- (c) recipes, food preparation methods, and menu items;
- (d) use of suppliers, approved products, volume buying;
- (e) advertising and marketing programs;
- (f) methods and techniques for you to use when you train your personnel; and
- (g) administrative, bookkeeping and accounting procedures.

Such guidance will, at our discretion, be furnished in our Manual, bulletins or other written materials and/or during telephone consultations, e-mails, web-based or other electronic means and/or consultations at our office or the Restaurant.

At your request, we will furnish additional guidance and assistance and, in such a case, may charge the per diem fees and charges we establish from time to time. If you request additional or special training for your employees, all of the expenses that we incur in connection with such training, including per diem charges and travel and living expenses for our personnel, will be your responsibility. However, you are solely responsible for training all of your employees and ensuring they are fully trained to perform their duties. We do not require your employees to attend our training programs.

## 7. **MARKS.**

7.1. **Ownership and Goodwill of Marks and the Art.** Your right to use the Marks and the Art is derived solely from this Agreement and limited to your operation of the Restaurant at the Site pursuant to and in compliance with this Agreement and all System Standards we prescribe from time to time during the Term. Your unauthorized use of the Marks and the Art will be a breach of this Agreement and an infringement of our rights in and to the Marks and the Art. You acknowledge and agree that your usage of the Marks and the Art and any goodwill established by such use will be exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks or the Art upon you (other than the right to operate the Restaurant in compliance with this Agreement). All provisions of this Agreement applicable to the Marks and the Art apply to any additional proprietary trade and service marks, Art and

commercial symbols we authorize you to use. If you commission any Art for your Site or for any use in connection with the operation of your Restaurant, you will be responsible for requiring the artist and any other person who may claim copyrights, moral rights, privacy rights, publicity rights or any other intellectual property rights in or to that Art (including any aspect of the content or composition of it), to assign to us all rights, title and interest in and to the Art. To the extent such assignment is not possible or obtainable, you must require that such persons failing to grant to us such assignment grant to us an unconditional, royalty free, world-wide, multi-site, multi user, irrevocable, freely assignable license to use, license, modify, reproduce, make commercial use of, and make derivative works from or of, the Art and all attributes of and to it. You agree to, prior to commissioning, utilizing, purchasing or licensing any Art, require all persons who claim intellectual property, privacy, publicity or moral rights in or to the Art (other than us) sign such assignments or licenses as we may designate from time to time. Between you and us, you agree that we will be deemed to own all aspects of the physical embodiment of the Art. We may also hire artists to commission the Art and you will be required to pay to us our then current fees for commissioning shipment or installation of the Art, which will be due, at our option, prior to commencement of the work by the artist, or prior to shipment, upon delivery or otherwise in accordance with applicable policies and procedures we may establish from time to time. Your payment to us of fees for commissioning the Art will not be deemed your purchase of the Art and only constitutes payment to us to help, in whole or in part, offset our cost to commission the Art. You acknowledge and agree that title to all of the Art is and will at all times remain with and be held solely by us, and you neither have nor will make any claim with respect to the ownership of the Art. You will not (i) make any express or implied representations to any person that you own the Art or have rights in or to it that are superior to our rights in and to it, (ii) grant or purport to grant any security interest or lien in or on any of the Art to any other person, or (iii) permit or suffer to exist any lien on any of the Art in favor of any other person. You must discharge at your expense any lien asserted against the Art (other than liens imposed thereon by our acts or omissions) and to take such steps as may be necessary, from time to time, to preserve all of our rights in the Art against third parties.

7.2. **Limitations on Your Use of Marks.** You agree to use the Marks we designate and in the manner we designate as the sole identification of the Restaurant, except that you agree to identify yourself as the independent owner in the manner we prescribe. You may not use modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. No Mark may be used in any advertising concerning the transfer, sale or other disposition of the Restaurant or an ownership interest in you. You agree to display the Marks prominently in the manner we prescribe at the Restaurant, on supplies or materials we designate and in connection with forms and advertising and marketing materials. You agree to give such notices of trade and service mark registrations as we specify and to obtain any fictitious or assumed name registrations required under applicable law.

7.3. **Notification of Infringements and Claims.** You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in or to any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office or U.S. Copyright Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office, U.S. Copyright Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

7.4. **Discontinuance of Use of Marks.** If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, including the complete replacement of any Mark and usage of other

marks (due to merger, acquisition or otherwise), you agree to comply with our directions within a reasonable time after receiving notice. We will not reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to change Marks or to promote a modified or substitute trademark or service mark.

7.5. **Indemnification.** We will indemnify you against and reimburse you for all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of our Marks, pursuant to and in compliance with this Agreement, resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of this Agreement. We will not indemnify you against the consequences of your use of the Marks except in accordance with the requirements of this Agreement. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. If we elect to defend the claim, we will have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

## 8. **CONFIDENTIAL INFORMATION.**

8.1. **Types of Confidential Information.** We possess (and will continue to develop and acquire) certain confidential information (the “**Confidential Information**”) relating to the development and operation of FIREHOUSE SUBS® Restaurants, which includes (without limitation):

- (a) the System and the know-how related to its use;
- (b) plans, specifications, size and physical characteristics of FIREHOUSE SUBS® Restaurants;
- (c) site selection criteria and site development methods;
- (d) methods in obtaining licensing and meeting regulatory requirements;
- (e) sources and design of equipment, furniture, forms, materials and supplies;
- (f) marketing, advertising and promotional programs for FIREHOUSE SUBS® Restaurants;
- (g) any computer software we make available or recommend for FIREHOUSE SUBS® Restaurants;
- (h) methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of FIREHOUSE SUBS® Restaurants;
- (i) knowledge of specifications for and suppliers of certain products, materials, supplies, furniture, furnishings and equipment;
- (j) recipes, formulas, preparation methods and serving techniques;

(k) knowledge of operating results and financial performance of FIREHOUSE SUBS® Restaurants other than those operated by you (or your affiliates); and

(l) e-commerce related data (e.g., customer data, click-stream data, cookies, user data, hits and the like).

(m) patents and copyrights secured by us or our affiliates.

8.2. **Disclosure and Limitations on Use.** We will disclose much of the Confidential Information to you and personnel of the Restaurant by furnishing the Manuals to you and by providing training, guidance and assistance to you. In addition, in the course of the operation of your Restaurant, you or your personnel may develop ideas, concepts, methods, techniques or improvements (“**Improvements**”) relating to your Restaurant, which you agree to disclose to us. We will be deemed to own the Improvements and may use them and authorize you and others to use them in the operation of FIREHOUSE SUBS® Restaurants. Improvements will then also constitute Confidential Information.

8.3. **Confidentiality Obligations.** You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your Restaurant, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you:

(a) will not use the Confidential Information in any other business or capacity;

(b) will maintain the absolute confidentiality of the Confidential Information during and after the Term;

(c) will not make unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form or in other tangible form, including, for example, the Manuals; and

(d) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information.

8.4. **Exceptions to Confidentiality.** The restrictions on your disclosure and use of the Confidential Information will not apply to the following:

(a) disclosure or use of information, processes, or techniques which are generally known and used in the Restaurant business (as long as the availability is not because of a disclosure by you), provided that you have first given us written notice of your intended disclosure and/or use; and

(b) disclosure of the Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.



9. **EXCLUSIVE RELATIONSHIP.**

You acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among FIREHOUSE SUBS® Restaurants if franchised owners of FIREHOUSE SUBS® Restaurants were permitted to hold interests in or perform services for a Competitive Business (defined below). You also acknowledge that we have granted the Franchise to you in consideration of and reliance upon your agreement to deal exclusively with us. You agree that, during the Term, neither you nor any of your owners (nor any of your or your owners' spouses or children) will:

(a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business operating within 2 miles of the Site;

(b) have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business, wherever located;

(c) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business operating within 10 miles of any FIREHOUSE SUBS® Restaurant other than the Restaurant;

(d) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located; or

(e) recruit or hire any person who is our employee or the employee of any FIREHOUSE SUBS® Restaurant without obtaining the prior written permission of that person's employer.

The term "**Competitive Business**" as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any Restaurant or food service facility that offers casual dining and take-out of sandwiches, salads or any type of deli foods and beverages (other than a FIREHOUSE SUBS® Restaurant operated under a franchise agreement with us).

10. **OPERATION AND SYSTEM STANDARDS.**

10.1. **Operations Manual.** We will loan you, during the Term, one copy of our manuals (the "**Manuals**"), consisting of such materials (including, as applicable, audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees from time to time for use in operating a FIREHOUSE SUBS® Restaurant. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules ("**System Standards**") that we prescribe from time to time for the operation of a FIREHOUSE SUBS® Restaurant and information relating to your other obligations under this Agreement and related agreements. To the extent any of the System Standards, or other resources in the Manuals, address personnel or employment matters, those are not mandatory but are merely recommendations, suggestions or guidelines. System Standards do not include any mandatory requirements on your employees' wages, working conditions, hours, staffing levels, shift timing or other terms of employment; but may specify uniforms and appearance to meet brand standards. You agree to follow the standards, specifications and operating procedures we establish periodically for the FIREHOUSE SUBS® System that are described in the Manuals. You also must comply with all updates and amendments to the FIREHOUSE SUBS® System as described in newsletters or notices we distribute, including via computer systems. You must maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. The Manuals may be modified, updated and revised from time to time to reflect changes in System Standards. You agree to keep your copy of the Manuals current and in a secure location at the Restaurant. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office will be controlling. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. If your copy of the Manuals is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then applicable charge.

10.2. **Compliance with System Standards.** You acknowledge and agree that your operation and maintenance of the Restaurant in accordance with System Standards are essential to preserve the goodwill of the Marks and all FIREHOUSE SUBS® Restaurants. Therefore, at all times during the Term, you agree to operate and maintain the Restaurant in accordance with each and every System Standard, as we periodically modify and supplement them during the Term. System Standards may regulate any one or more of the following with respect to the Restaurant:

(a) design, layout, decor, appearance and lighting; periodic maintenance, cleaning and sanitation; periodic remodeling; replacement of obsolete or worn-out leasehold improvements, fixtures, furnishings, equipment and signs; periodic painting; and use of interior and exterior signs, emblems, lettering and logos, and illumination;

(b) types, models and brands of required fixtures, furnishings, equipment, signs, software, materials and supplies;

(c) required or authorized products and product categories including for all food and beverage items and portions devoted to each supplier of products;

(d) designated or approved suppliers (which may include us) of fixtures, furnishings, Art, equipment, signs, software, products, ingredients, materials and supplies including for all food and beverage items;

(e) terms and conditions of the sale and delivery of, and terms and methods of payment for, products, materials, supplies and services that you obtain from us, unaffiliated suppliers or others;

(f) sales, marketing, advertising and promotional programs and materials and media used in such programs;

(g) use and display of the Marks;

(h) matters relating to managing the Restaurant, and dress and appearance of employees (all other matters pertaining to employment are suggestions or recommendations only);

(i) days and hours of operation of the Restaurant;

(j) participation in market research and testing and product and service development programs;

(k) acceptance of credit cards, gift certificates, coupons, other payment systems and check verification services;

(l) bookkeeping, accounting, data processing and record keeping systems, including software, and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

(m) types, amounts, terms and conditions of insurance coverage required to be carried for the Restaurant and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance



coverage for the Restaurant at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

(n) the maximum prices you may charge and advertise for certain menu items;

(o) complying with applicable laws; obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and notifying us if any action, suit or proceeding is commenced against you or the Restaurant; and

(p) regulation of such other aspects of the operation and maintenance of the Restaurant that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and FIREHOUSE SUBS® Restaurants.

You agree to abide by all System Standards prescribed from time to time in the Manual, or otherwise communicated to you in writing or other tangible form. All references to compliance with this Agreement include compliance with all System Standards as periodically modified.

10.3. **Modification of System Standards.** We may periodically modify System Standards, which may accommodate regional or local variations as we determine, and any such modifications may obligate you to invest additional capital in the Restaurant (“**Capital Modifications**”) and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement. We agree to give you 30 days to comply with Capital Modifications we require, but if a Capital Modification requires an expenditure of more than \$2,500 we agree to give you 3 months from the date such request is made to comply with such Capital Modification. You are obligated to comply with all modifications to System Standards within the time period we specify. We will not require you to spend more than \$150,000 during the term of this Agreement in connection with Capital Modifications. Capital Modifications are in addition to the costs you will incur to repair, replace or refurbish your equipment and fixtures from time to time. Capital Modifications do not include any expenditures you must, or choose to make solely in order to comply with applicable laws, or governmental rules or regulations (e.g. ADA compliance).

10.4. **Interior and Exterior Upkeep.** You must at all times maintain the Restaurant’s interior and exterior and the surrounding area in the highest degree of cleanliness, orderliness and sanitation and comply with the requirements regarding the upkeep of the Restaurant established in the Manuals and by federal, state and local laws.

10.5. **Hours of Operation.** You must operate the Restaurant during the hours and on the days prescribed by us in the Manuals or otherwise approved in advance in writing by us.

10.6. **Accounting, Computers and Records.** You must obtain your accounting services and any required hardware or software related to them. You must at all times maintain the records reasonably specified in the Manuals, including, without limitation, sales, inventory and expense information. You must report gross sales and other business information to us using the format, reporting system and accounting system (the “**Accounting System**”) that we require from time to time. The Accounting System resides at a location we designate, and you must establish access to the Accounting System via the Internet at your cost, with your own internet service provider, with access via IDSL or such other means or baud width we designate. You must use in developing and operating the Restaurant the computer equipment and operating and accounting software (the “**Computer System**”) that we periodically specify. We may require you to obtain specified computer hardware or software and may modify specifications for any components of the Computer System from time to time. Our modifications and specifications for components of the Computer System may require you to incur costs to purchase, lease or license new or modified computer hardware or software to obtain service and support for the Computer System during the Term. You agree to incur such

costs in connection with obtaining the computer hardware and software comprising the Computer System (or additions or modifications) as long as the Computer System we specify for use is the same Computer System that we, or our affiliates, then currently use in FIREHOUSE SUBS® Restaurants that we, or they, own and operate. Within 30 days after you receive notice from us, you must obtain the components of the Computer System that we designate and require. The Computer System must be capable of connecting with our computer system so that we can daily review the results of your Restaurant's operations. We also have the right to charge you a reasonable systems fee (the "MIS Fees") for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support services that we, or our affiliates, furnish to you related to the Computer System, including access to and use of the FIREHOUSE SUBS® intranet system. You must: (a) supply us with any and all codes, passwords, and information necessary to have access to your Computer System and not change any of them without first notifying us; and (b) not load or utilize any software on the Computer System that we have not specified or approved for use.

10.7. **Trade Accounts and Taxes.** You must: (a) maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers promptly; and (b) timely pay all taxes incurred in connection with your Restaurant's operations. Your failure to do so is a material breach of this Agreement. If you fail to maintain your trade accounts in a current status, timely pay such taxes or any other amounts owing to any third parties or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf. If we elect to do so, then you must reimburse us for such amounts. You agree to repay us immediately upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against all amounts which we may owe you.

10.8. **Proprietary Materials.** You must purchase from us, or approved manufacturers or suppliers, all articles used in operating the Restaurant and bearing any of the Marks. These items may include employee clothing (such as shirts, hats and aprons) and menus (collectively, the "Proprietary Materials"), at then prevailing prices, plus freight, taxes and delivery costs.

10.9. **Approved Products.** You must not sell any food or beverage products or other items at the Restaurant that we have not previously approved for sale. You must only use and display menus that have been prescribed or approved (except for prices) in advance by us. You must sell all the food and beverage products that are included on the prescribed or approved menus, and no others. We may negotiate group or volume purchasing arrangements with approved suppliers and you must participate in the arrangements. We will be entitled to all rebates, bonuses and promotional benefits associated with those programs. You must strictly follow all of our recipes for all menu items as such recipes are specified from time to time in the Manuals or otherwise. You must not, without our prior written consent, sell, dispense, give away or otherwise provide food or beverage products or other items except by means of retail sales or complimentary meals to employees or customers at the Restaurant, or a program of charitable giving. You must immediately implement changes to the products, food, service or other items requested by us, including menu changes. You must maintain an inventory of food and beverage products sufficient to meet the daily demands of the Restaurant for all items specified in the menus. Any and all recipes or menu changes submitted by you for inclusion on the menus will become our property and you agree to sign all documents necessary to convey all rights and title, including all rights in such recipes to us.

10.10. **Management.** Unless we agree otherwise, you, or one of your owners, must assume responsibility for the Restaurant's day-to-day management and operation and supervise the Restaurant's personnel. The Restaurant must at all times be under your, or your owner's, direct supervision and control, but recognizing that you will employ agents (trained management personnel) on-site who will act at your direction. Unless we approve otherwise, the operating partner must have and retain at least 50% ownership of the Restaurant.

10.11. **Personnel.** You are solely responsible for hiring, training and supervising Restaurant personnel and must hire sufficient personnel to fully staff the Restaurant to operate in accordance with System Standards. All personnel must meet every requirement imposed by applicable federal, state and local law. All persons you employ that have access to any of the Confidential Information must sign a confidentiality agreement, that will not otherwise contain any terms or conditions of employment, in a form satisfactory to us. You are liable to us for any unauthorized disclosure of such information by any of your Owners, directors, employees, representatives or agents.

## 11. **ADVERTISING AND PROMOTION.**

11.1. **Establishment of System Fund.** We may establish a System Fund (the “**System Fund**“) for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate in our sole discretion. You agree to contribute to the System Fund such amounts that we prescribe from time to time (the “**System Contributions**“), not to exceed 1% of your Gross Sales per Accounting Period (except as described below), payable in the same manner as the Royalty. We reserve the right to defer or reduce System Contributions of a FIREHOUSE SUBS® Restaurant franchisee and, upon 30 days’ prior written notice to you, to reduce or suspend System Contributions to and operations of the System Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the System Fund. If the System Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be distributed to our franchisees in proportion to their respective System Contributions to the System Fund during the preceding 12 Accounting Periods. Our affiliates will contribute to the System Fund on the same basis as franchise owners for any FIREHOUSE SUBS® Restaurants they own and operate.

11.2. **Use of the Funds.** We will direct all programs financed by the System Fund, with sole discretion over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the System Fund may be used to pay the costs of preparing and producing video, audio and written advertising materials; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; marketing and advertising training programs and materials; and supporting public relations, market research and other advertising, promotion and marketing activities. The System Fund periodically will furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

11.3. **Accounting for the Fund.** The System Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the System Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the System Fund. All interest earned on monies contributed to the System Fund will be used to pay advertising costs before other assets of the System Fund are expended. We may spend, on behalf of the System Fund, in any fiscal year an amount greater or less than the aggregate contribution of all FIREHOUSE SUBS® Restaurants to the System Fund in that year. The System Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we lend money to the System Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. We will prepare an annual statement of monies collected and costs incurred by the System Fund and furnish the statement to you upon written request. We administer the System Fund through a separate incorporated Florida non-profit corporation, which has all of the rights and duties specified in this Agreement. We may change that arrangement at any time and either administer the System Fund directly or through another entity.

11.4. **System Fund Limitations.** You acknowledge that the System Fund is intended to maximize recognition of the Marks and patronage of FIREHOUSE SUBS® Restaurants. Although we will endeavor to utilize the System Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all FIREHOUSE SUBS® Restaurants, we undertake no obligation to ensure that expenditures by the System Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the System Fund by FIREHOUSE SUBS® Restaurants operating in that geographic area or that any FIREHOUSE SUBS® Restaurant will benefit directly or in proportion to its contribution to the System Fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this section, we assume no direct or indirect liability or obligation to you with respect to maintaining, directing, administering or collecting amounts due to the System Fund.

11.5. **Advertising and Promotion.** You agree that any advertising, promotion and marketing you conduct will be completely clear and factual and not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe from time to time. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them. If you do not receive written approval within 15 days after our receipt of such materials, we will be deemed to have disapproved the materials. You may not use any advertising or promotional materials that we have not approved. You must spend a minimum of 2% of your Gross Sales on approved forms of local advertising and promotion, measured over continuing 6 Financial Statement Periods.

11.6. **Co-op Participation and Contributions.** We have established an association of FIREHOUSE SUBS® Restaurant Franchise Owners to do joint advertising, marketing and promotion (the “Co-op”). You must join and actively participate in the Co-op and sign such membership documents and agreements it requires from time to time.

You must contribute to the Co-op such amounts as are determined from time to time by management of the Co-op, but not less than 2% of your Gross Sales. Your local advertising requirement will be reduced by the amount that you contribute to the Co-op. You will remain responsible to the Co-op for all contributions due through the date of the closing of any transfer of this Agreement. If you sell or close your Restaurant at a time when you have a credit balance with the Co-op, the credit balance will not be refunded, but will either be: (i) retained for the benefit of the other members of the Co-op if the transaction involves a closing of your Restaurant or the termination or expiration of this Agreement; (ii) credited to the Restaurant’s purchaser if a sale, transfer or assignment is involved; or (iii) credited to any other FIREHOUSE SUBS® Restaurants that you own that are not closing.

The Co-op will adopt its own rules, regulations and procedures, which you must follow. All advertising utilized by the Co-op must not be used unless and until we have reviewed and approved it. The Co-op uses our mandated accounting system and must pay us the MIS Fee. Your failure to timely contribute the amounts required to the Co-op constitutes a material breach of the provisions of this Agreement and we may offset against any amounts we otherwise owe to you the amount of your Co-op contributions and pay such contributions for you.

11.7. **Websites.** We have the right to control or designate the manner of your use of all URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin (“e-names”). We also have the right to designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, home pages, bulletin boards, chatrooms, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by

communications software or hardware (collectively, “e-commerce”). You must follow all of our policies and procedures for the use and regulation of e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks or the System which we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce that we designate or operate. We may require that you provide information to us via e-commerce. You agree to be bound by any terms of use, privacy policy and copyright notice and takedown policies and the like that we establish from time to time. We may require you to, at your expense, coordinate your e-commerce activities with us, other FIREHOUSE SUBS® Restaurants, suppliers and affiliates. We may require you to participate in any internet or intranet networks (the “MIS System”) we establish and obtain the services of and pay the then current fees for ISP and ASP services and the like. You recognize and agree that we own all rights, title and interest in and to any and all websites and any e-names we commission or utilize, or require or permit you to utilize, in connection with the System which bear our Marks or any derivative of our Marks. You also recognize and agree that we own all rights, title and interest in and to any and all data or other information collected via e-commerce related to the System or the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. Such data or other information also constitutes our Confidential Information.

11.8. **Promotion of the Franchise System.** You agree to place any and all materials promoting the Franchise System that we from time to time provide to you. You will place all such materials in the manner in which we designate.

## 12. **RECORDS, REPORTS AND FINANCIAL STATEMENTS.**

12.1. **Accounting System.** You must deliver to us the financial and operating reports in the form, manner, content and time we specify from time to time, including via access to the Accounting System. You will update all information in the Accounting System at least weekly, including but not limited to revenues, expenditures and other pertinent data. We may periodically change the Accounting System and the suppliers of accounting services. You will make available for our review and inspection during normal business hours all original books and records that we want to ascertain and verify financial statements or reports. You will maintain all of your books and records in accordance with generally accepted accounting principles. You will maintain and preserve such records during the entire Term and for 7 years following expiration or termination of this Agreement. Such records include deposit reports and receipts, cash receipts journal, general ledgers, cash disbursement journals, weekly payroll registers, monthly bank statements, supplier invoices (paid and unpaid), accounts payable journals, balance sheets, profit and loss statements, inventory records, records of wholesale accounts and such other records as we may require. We may use the information obtained as we deem appropriate, except that information you designate as confidential will not be disclosed to third parties in a manner that identifies you as the subject or source except: (i) with your permission, (ii) as may be required by law, (iii) in connection with audits or collections under this Agreement; or (iv) shared within the FIREHOUSE SUBS® Restaurant system (you understand that we disseminate operational and financial data throughout the system and to prospects). We may require you to use approved computer hardware and software in order to maintain the Accounting System and other communication processes.

12.2. **Reports.** You agree to furnish to us on such forms that we prescribe from time to time:

(a) on the Report Day, a report on the Restaurant’s Gross Sales during the preceding Accounting Period;

(b) within 20 days after the end of each Accounting Period, a profit and loss statement for the Restaurant for the immediately preceding Accounting Period and year-to-date and a balance sheet as of the end of such Accounting Period; and



(c) within 60 days after the end of the Restaurant's fiscal year, annual profit and loss and source and use of funds statements and a balance sheet for the Restaurant as of the end of such fiscal year.

12.3. **Access to Information.** You agree to verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data derived from such reports. We also have the right to require you to have reviewed or audited financial statements prepared on an annual basis if you have been late in making payments or sending us reports or we determine that you have understated Gross Sales by over 2% twice or more during any 18-month period. You will provide us copies of any reviewed or audited financial statements (if any) promptly after you receive them. Moreover, we have the right as often as we deem appropriate (including on a daily basis) to access all computer registers and other computer systems that you are required to maintain in connection with the operation of the Restaurant and to retrieve all information relating to the Restaurant's operations. At our request, you will promptly send us true and correct copies of all federal and state income, sales, excise and other tax returns.

### 13. **INSPECTIONS AND AUDITS.**

13.1. **Our Right to Inspect the Restaurant.** To determine whether you and the Restaurant are complying with this Agreement and all System Standards, we and our designated agents have the right at any time during your regular business hours, and without prior notice to you, to:

- (a) inspect the Restaurant;
- (b) observe, photograph and videotape the operations of the Restaurant for such consecutive or intermittent periods as we deem necessary;
- (c) remove samples of any products, materials or supplies for testing and analysis;
- (d) interview personnel and customers of the Restaurant; and
- (e) inspect and copy any books, records, tax returns and documents relating to your operation of the Restaurant.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal and interviews. You agree to present to your customers such evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by us or on our behalf. You must immediately correct or repair any unsatisfactory conditions we specify.

13.2. **Our Right to Audit.** We have the right at any time during your business hours, and without prior notice to you, to inspect and audit, or cause to be inspected and audited, your (if you are a Business Entity) and the Restaurant's business, bookkeeping and accounting records, sales and income tax records and returns and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. You must immediately pay us any shortfall in the amounts you owe us (regardless of the degree), including late fees and interest. You agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees if:

- (a) our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis; and/or

(b) our audit or inspection reveals that you understated Gross Sales by over 2%.

The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

14. **TRANSFER.**

14.1. **By Us.** This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

14.2. **By You.** You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the Restaurant may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "**transfer**" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; or (c) the Restaurant.

An assignment, sale, gift or other disposition includes the following events:

- (i) transfer of ownership of 10% or more of any capital stock or a partnership interest or any other interest that affects control over the Business Entity;
- (ii) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;
- (iii) any issuance or sale of your stock or any security convertible to your stock;
- (iv) transfer of an interest in you, this Agreement or the Restaurant in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;
- (v) transfer of an interest in you, this Agreement or the Restaurant, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or
- (vi) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the Restaurant or your transfer, surrender or loss of possession, control or management of the Restaurant.

14.3. **Conditions for Approval of Transfer.** If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section, we will approve a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for FIREHOUSE SUBS® Restaurant franchisees. A transfer of ownership, possession or control of the Restaurant may be made only in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in you, or is one of a series of transfers which in the aggregate constitute



the transfer of this Agreement or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

(a) the transferee has sufficient business experience, aptitude and financial resources to operate the Restaurant;

(b) you have paid all Royalties, System Fund contributions, Co-op fund contributions, amounts owed for purchases from us and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements;

(c) the transferee (or its owners) have agreed to complete our standard training program, at their expense;

(d) the transferee has agreed to be bound by all of the terms and conditions of this Agreement;

(e) the transferee has entered into our then-current form of Franchise Agreement;

(f) the transferee agrees to upgrade the Restaurant to conform to our then-current standards and specifications;

(g) you or the transferee pay us a transfer fee equal to ½ of our then-current initial franchise fee to defray expenses we incur in connection with the transfer, including the costs of training the transferee (or its owners) and other personnel. If the proposed transfer is among your owners, the transfer fee will be equal to \$1,500;

(h) you (and your transferring owners) have signed a general release, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;

(i) we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Restaurant;

(j) if you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in the Restaurant are subordinate to the transferee's obligation to pay Royalties, System Fund contributions, Co-op fund contributions and other amounts due to us and otherwise to comply with this Agreement;

(k) you and your transferring owners (and your and your owners' spouses and children) have signed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the restrictions contained in this Agreement; and

(l) you and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other FIREHOUSE SUBS® Restaurants you own and operate) identify yourself or themselves or any business as a current or former FIREHOUSE SUBS® Restaurant, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a FIREHOUSE SUBS® Restaurant in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.

14.4. **Transfer to a Business Entity.** If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the Restaurant and, if applicable, other FIREHOUSE SUBS® Restaurants so long as you own, control and have the right to vote 51% or more of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under this Agreement.

14.5. **Transfer Upon Death or Disability.** Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 6 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the Restaurant.

14.6. **Operation Upon Death or Disability.** If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the Restaurant is not being managed by a trained manager, your or such owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a manager to operate the Restaurant. Such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the Restaurant is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manager for the Restaurant. All funds from the operation of the Restaurant during the management by our appointed manager will be kept in a separate account, and all expenses of the Restaurant, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to the Royalty, System Fund contributions and Co-op fund contributions payable under this Agreement) during the period that our appointed manager manages the Restaurant. Operation of the Restaurant during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the Restaurant or to any of your creditors for any products, materials, supplies or services the Restaurant purchases during any period it is managed by our appointed manager.

14.7. **Effect of Consent to Transfer.** Our consent to a transfer of this Agreement and the Restaurant or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the Restaurant or transferee or a waiver of any claims we may have against you (or your owners) or of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement.

14.8. **Our Right of First Refusal.** If you (or any of your owners) at any time determine to sell, assign or transfer for consideration an interest in this Agreement and the Restaurant or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror and, in the case of a publicly-held corporation or limited partnership, copies of the most current annual and quarterly reports and Form 10K) and within 5 days of receipt submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in you or in this Agreement and the Restaurant and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or in this Agreement and the Restaurant must reflect the bona fide price offered and not reflect any value for any other property or rights.

We have the right, exercisable by written notice delivered to you or your selling owner(s) within 30 days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

- (a) we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);
- (b) our credit will be deemed equal to the credit of any proposed purchaser;
- (c) we will have not less than 30 days after giving notice of our election to purchase to prepare for closing; and
- (d) we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:
  - (i) ownership and condition of and title to stock or other forms of ownership interest and/or assets;
  - (ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and
  - (iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of 2 years commencing on the date of the closing, you and they will be bound by the noncompetition covenant contained in this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement.

If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30 day period following either the expiration of such 120

day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option.

15. **SUCCESSOR TERMS.**

15.1. **Acquisition.** Upon expiration of this Agreement, subject to the conditions of this Section, you will have the right to acquire a successor franchise to operate a FIREHOUSE SUBS® Restaurant for 24 additional 5-year periods on the terms and conditions of the franchise agreement we are then using in granting franchises for FIREHOUSE SUBS® Restaurants, if you (and each of your owners) have substantially complied with this Agreement during its Term, and either:

(a) you maintain possession of and agree to remodel and/or expand the Restaurant, add or replace improvements, equipment and signs and otherwise modify the Restaurant as we require to bring it into compliance with specifications and standards then applicable for FIREHOUSE SUBS® Restaurants; or

(b) if you are unable to maintain possession of the Site, or if in our judgment the Restaurant should be relocated, you secure substitute premises we approve, develop such premises in compliance with specifications and standards then applicable for FIREHOUSE SUBS® Restaurants and continue to operate the Restaurant at the Site until operations are transferred to the substitute premises.

15.2. **Grant.** You must give us written notice of your election to acquire a successor franchise during the last year of the Term, but no later than 180 days before expiration. We will respond (“**Response Notice**”), within 90 days after we receive your notice, of our decision, either:

(a) to grant you a successor franchise;

(b) to grant you a successor franchise on the condition that deficiencies of the Restaurant, or in your operation of the Restaurant, are corrected; or

(c) not to grant you a successor franchise based on our determination that you and your owners have not substantially complied with this Agreement during its Term.

If applicable, our Response Notice will:

(a) describe the remodeling and/or expansion of the Restaurant and other improvements or modifications required to bring the Restaurant into compliance with then applicable specifications and standards for FIREHOUSE SUBS® Restaurants; and

(b) state the actions you must take to correct operating deficiencies and the time period in which such deficiencies must be corrected.

If we elect not to grant a successor franchise, the Response Notice will describe the reasons for our decision. Your right to acquire a successor franchise is subject to your continued compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in the Response Notice.

In our discretion, we may extend the Term for such period of time as we deem necessary in order to provide you with either reasonable time to correct deficiencies or 90 days notice of our refusal to grant a successor franchise.

15.3. **Agreements/Releases.** If you satisfy all of the other conditions to the grant of a successor franchise, you and your owners agree to sign the form of franchise agreement, [renewal addendum \(the form of which is attached as Exhibit "C" to this Agreement\)](#) and any ancillary agreements we are then customarily using in connection with the grant of successor franchises for FIREHOUSE SUBS® Restaurants. You and your owners further agree to sign general releases, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns. Failure by you or your owners to sign such agreements and releases and deliver them to us for acceptance and signature within 60 days after their delivery to you will be deemed an election not to acquire a successor franchise.

15.4. **Training and Refresher Programs.** Our grant of a successor franchise is also conditioned on the satisfactory completion by you (or your owners) of any new training and refresher programs as we may reasonably require.

15.5. **Fees and Expenses.** Our grant of a successor franchise is contingent on your payment to us of a successor franchise fee of  $\frac{1}{4}$  of our then-current initial franchise fee. We must receive the fee from you at the time of your election, but not later than 180 days prior to the expiration date of this Agreement. In addition, we have the right to charge you for services we render to you and expenses we incur in conjunction with the grant of the successor franchise. Payment of those charges is due upon your receipt of our invoice.

15.6. **Subsequent Successor Franchises.** The fees and other conditions for any later granting of subsequent successor franchises will be governed by the successor franchise agreement (as described above); except that the first 5-year successor franchise will also be for 5 years.

## 16. **TERMINATION OF AGREEMENT.**

16.1. **On Notice.** We have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(a) you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of the Franchise;

(b) you fail to either: (i) lease the Site we approved within 12 months of the Agreement Date; or (ii) begin operating the Restaurant within 12 months of our approval of the Site for your Restaurant;

(c) your, or your owners, failure to successfully complete initial or any other training to our satisfaction;

(d) you abandon or fail to actively operate the Restaurant for 1 or more consecutive business days, unless the Restaurant has been closed for a purpose we have approved or because of casualty or government order;

(e) you surrender or transfer control of the operation of the Restaurant without our prior written consent;

(f) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense;

(g) you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the Restaurant or another FIREHOUSE SUBS® Restaurant or the goodwill associated with the Marks;

(h) you understate Gross Sales by 5% or more, or our audits or investigations show that you understated Gross Sales by 2% or more 2 or more times during any 18-month period;

(i) you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you, the Restaurant or the Art;

(j) in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement;

(k) you lose the right to possession of the Site;

(l) you (or any of your owners) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Manual in violation of this Agreement;

(m) you violate any health, safety or sanitation law, ordinance or regulation and do not cure the violation within 24 hours to both our satisfaction and that of the governmental authority;

(n) you fail to make payments of any amounts due to us or the Co-op and do not correct such failure within 30 days after written notice of such failure is delivered to you;

(o) you fail to pay when due any federal or state income, service, sales or other taxes due on the operations of the Restaurant, unless you are in good faith contesting your liability for such taxes;

(p) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you;

(q) you (or any of your owners) fail on 3 or more separate occasions within any period of 12 consecutive Accounting Periods or on 5 occasions during the Term to submit when due reports or other data, information or supporting records, to pay when due any amounts due to us or otherwise to comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; or

(r) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; the Restaurant is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you or the Restaurant is not vacated within 30 days following the entry of such order.

16.2. **After Notice.** We may also terminate this Agreement after we notify you of our intention to do so because of the occurrence of any of the following events and your failure to cure it within 30 days of our notice:

(a) you or a trained manager is not present at the Restaurant during all open hours;



- (b) failure to keep the Restaurant open during the required hours;
- (c) purchasing or leasing any product or service from an unapproved supplier;
- (d) failure to participate in a Co-op;
- (e) failure to pay taxes and assessments;
- (f) failure to obtain and maintain required permits;
- (g) if you are a Business Entity, failure to maintain active status in your state of organization;
- (h) failure to promptly pay any amounts due us or your suppliers;
- (i) failure to timely make required reports;
- (j) failure to maintain sufficient liquid funds to pay amounts to us via electronic transfer;
- (k) you violate any provision of this Agreement or any other agreement with us or our affiliates;
- (l) failure to maintain System Standards or any required standards or procedures contained in the Manuals;
- (m) continued violation of any law, ordinance, rule or regulation of a governmental agency; or
- (n) failure to obtain any approvals or consents required by this Agreement.

17. **RIGHTS AND OBLIGATIONS UPON TERMINATION.**

17.1. **Payment of Amounts Owed To Us.** You agree to pay us within 15 days after the effective date of termination or expiration of this Agreement, or on such later date that the amounts due to us are determined, such Royalties, System Fund contributions, amounts owed for purchases from us, interest due on any of the foregoing and all other amounts owed to us which are then unpaid.

17.2. **Marks.** Upon the termination or expiration of this Agreement:

- (a) you may not directly or indirectly at any time or in any manner (except with respect to other FIREHOUSE SUBS® Restaurants you own and operate) identify yourself or any business as a current or former FIREHOUSE SUBS® Restaurant, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of a FIREHOUSE SUBS® Restaurant in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us;
- (b) you agree to take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;
- (c) if we do not have or do not exercise an option to purchase the Restaurant, you agree to deliver to us within 30 days after, as applicable, the effective date of expiration of this Agreement or the Notification Date all signs, sign-faces, sign-cabinets, marketing materials,



forms and other materials containing any Mark or otherwise identifying or relating to a FIREHOUSE SUBS® Restaurant and allow us, without liability to you or third parties, to remove all such items from the Restaurant;

(d) if we do not have or do not exercise an option to purchase the Restaurant, you agree that, after, as applicable, the effective date of expiration of this Agreement or the Notification Date, you will promptly and at your own expense make such alterations we specify to distinguish the Restaurant clearly from its former appearance and from other FIREHOUSE SUBS® Restaurants so as to prevent confusion by the public;

(e) if we do not have or do not exercise an option to purchase the Restaurant, you agree that, after, as applicable, the effective date of expiration of this Agreement or the Notification Date, you will notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy or other numbers and any regular, classified or other telephone directory listings associated with any Mark, authorize the transfer of such numbers and directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify; and

(f) you agree to furnish us, within 30 days after, as applicable, the effective date of expiration of this Agreement or the Notification Date, with evidence satisfactory to us of your compliance with the foregoing obligations.

17.3. **Confidential Information.** You agree that, upon termination or expiration of this Agreement, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manual and any other confidential materials that we have loaned to you.

17.4. **Competitive Restrictions.** Upon our termination of this Agreement in accordance with its terms and conditions, or expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise),

(a) you and your owners agree that, for a period of 2 years commencing on the effective date of termination or expiration or the date on which a person restricted by this Section begins to comply with this Section, whichever is later, neither you nor any of your owners will have any direct or indirect interest (e.g., through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business operating:

- (i) at the Site;
- (ii) within 10 miles of the Site; or
- (iii) within 10 miles of any other FIREHOUSE SUBS® Restaurant in operation or under construction on the later of the effective date of the termination or expiration or the date on which a person restricted by this Section complies with this Section.

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the 2-year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

17.5. **Our Right to Purchase.**

(a) **Exercise of Option.** Upon our termination of this Agreement in accordance with its terms and conditions or your termination of this Agreement without cause, we have the option, exercisable by giving written notice to you within 60 days from the date of such termination, to purchase the Restaurant from you, including the leasehold rights to the Site. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the “**Notification Date**”). We have the unrestricted right to assign this option to purchase the Restaurant. We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

(b) **Leasehold Rights.** You agree at our election:

- (i) to assign your leasehold interest in the Site to us; or
- (ii) to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease.

(c) **Purchase Price.** The purchase price for the Restaurant will be its fair market value, determined in a manner consistent with reasonable depreciation of the Restaurant’s equipment, signs, inventory, materials and supplies, provided that the Restaurant will be valued as an independent business and its value will not include any value for:

- (i) the Franchise or any rights granted by this Agreement;
- (ii) the Marks; or
- (iii) participation in the network of FIREHOUSE SUBS® Restaurants.

The Restaurant’s fair market value will include the goodwill you developed in the market of the Restaurant that exists independent of the goodwill of the Marks and the System. The length of the remaining term of the lease for the Site will also be considered in determining the Restaurant’s fair market value.

We may exclude from the assets purchased cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Restaurant’s operation or that we have not approved as meeting standards for FIREHOUSE SUBS® Restaurant, and the purchase price will reflect such exclusions.

(d) **Appraisal.** If we and you are unable to agree on the Restaurant’s fair market value, its fair market value will be determined by 3 independent appraisers who collectively will conduct 1 appraisal. We will appoint one appraiser, you will appoint one appraiser and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our option to purchase the Restaurant, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser’s appointment.

(e) **Payment of Purchase Price.** The purchase price under this Section will be paid in 2 installments. The first installment of the purchase price consisting of an amount equal to the

Franchise Fee you have paid to us (the “**First Installment**“) which will be paid by us within 30 days of our notifying you of our election to purchase your Business. The second installment of the purchase price (the “**Second Installment**“) will equal the total purchase price less the First Installment. The Second Installment will be paid at a time of our choosing, not later than 90 days after the later of closing or the determination of the purchase price. We have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your owners owe to us or any amounts of rent you owe the landlord of the Site, or suppliers or your creditors that we pay on your behalf in order to obtain lawful possession of the Site, any of your assets or to cover amounts you owe suppliers we do business with.

(f) **Closing.** At the closing, or when we tender payment of the First Installment, at our option, you agree to deliver instruments transferring to us:

- (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you; and
- (ii) all licenses and permits of the Restaurant which may be assigned or transferred; and
- (iii) the leasehold interest and improvements in the Site.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues (other than the payment of the Second Installment), the closing of the sale will be accomplished through an escrow. You and your owners further agree to execute general releases, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns.

17.6. **Continuing Obligations.** All of our and your (and your owners’ and affiliates’) obligations which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire. Examples include indemnification, payment, de-identification and dispute resolution provisions.

## 18. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

18.1. **Independent Contractors.** You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, Restaurant personnel and others as the owner of the Restaurant under a franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time.

18.2. **No Liability for Acts of Other Party.** You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Restaurant’s operation or the business you conduct pursuant to this Agreement.

18.3. **Taxes.** We will have no liability for any sales, use, alcohol surcharge, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or the Restaurant, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes are your responsibility.

18.4. **Indemnification.** You agree to indemnify, defend and hold harmless us, our affiliates and our respective shareholders, directors, officers, employees, agents, successors and assignees (the “**Indemnified Parties**“) against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes described in this Agreement and any and all claims and liabilities directly or indirectly arising out of the Restaurant’s operation (even if our negligence is alleged) or your breach of this Agreement. For purposes of this indemnification, “**claims**“ includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants’, arbitrators’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

## 19. **ENFORCEMENT.**

19.1. **Severability; Substitution of Valid Provisions.** Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any FIREHOUSE SUBS® System Standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

19.2. **Waivers.** We will not be deemed to have waived our right to demand exact compliance with any of the terms, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not effect our rights with respect to any later breach by you or anyone else.

19.3. **Limitation of Liability.** Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

- (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof;

- (b) acts of God, war, terror or similar like;
- (c) acts or omissions of a similar event or cause.

However, such delays or events do not excuse payments of amounts owed at any time.

19.4. **Approval and Consents.** Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

19.5. **Waiver of Punitive Damages.** EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR CONFIDENTIAL INFORMATION, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

19.6. **Limitations of Claims.** ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS SALES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

19.7. **Governing Law.** EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY THE LAW OF THE STATE IN WHICH OUR PRINCIPAL BUSINESS OFFICE IS LOCATED, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND FRANCHISE OWNER, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

19.8. **Jurisdiction.** YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DUVAL COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH

**JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.**

19.9. **Waiver of Jury Trial.** YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

19.10. **Cumulative Remedies.** The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

19.11. **Costs and Attorneys Fees.** If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement.

19.12. **Binding Effect.** This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators.

19.13. **Entire Agreement.** This Agreement, including the introduction, addenda and exhibits to it and all ancillary agreements executed contemporaneously with this Agreement, constitutes the entire agreement between you and us with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; **provided, however, that nothing in this or any related agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement..** There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Nothing contained in the Agreement waives any of the Franchisee's right to rely on the disclosure made by the Franchisor in its Uniform Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Franchise Disclosure Act

19.14. **No Liability to Others; No Other Beneficiaries.** We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

19.15. **Construction.** The headings of the sections are for convenience only. If two or more persons are at any time franchise owners hereunder, whether or not as partners or joint venturers, their



obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original. “A or B” means “A” or “B” or both.

19.16. **Certain Definitions.** The term “family member” refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term “affiliate” means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person. The terms “franchisee, franchise owner, you and your” are applicable to one or more persons, a Business Entity, as the case may be. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term “person” includes individuals or Business Entities. The term “section” refers to a section or subsection of this Agreement. The word “control” means the power to direct or cause the direction of management and policies. The word “owner” means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

19.17. **Timing is of the Essence.** It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words “from” and “commencing on” (and the like) mean “from and including”; and the words “to,” “until” and “ending on” (and the like) mean “to but excluding.” Indications of time of day mean Jacksonville, Florida time.

## 20. **DISPUTE RESOLUTION.**

20.1. **Mediation.** During the Term, certain disputes may arise between you and us that may be resolvable through mediation. To facilitate such resolution, you and we agree that each party must, before commencing any arbitration proceeding, submit the dispute for non-binding arbitration at a mutually agreeable location (if you and we cannot agree on a location, the mediation will be conducted at our headquarters) to 1 mediator, appointed under the American Arbitration Association’s Commercial Mediation Rules. The mediator will conduct a mediation in accordance with such rules. You and we agree that any statements made by either you or us in any such mediation proceeding will not be admissible in any subsequent arbitration or other legal proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. Nevertheless, both you and we have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. However, the parties must immediately and contemporaneously submit the dispute for non-binding mediation. If any dispute between the parties cannot be resolved through mediation within 60 days following the appointment of a mediator, the parties must submit the dispute to arbitration subject to the following terms and conditions.

20.2. **Agreement to Arbitrate.** Except for claims (as defined below) related to or based on the Marks (which at our sole option may be submitted to any court of competent jurisdiction) and except as otherwise expressly provided by section 20.4 of this agreement, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise (“Dispute”) between or involving you and us (and/or involving you and/or any claim against or involving any of our or our affiliates’ shareholders, directors, partners, officers, employees, agents, attorneys, accountants, affiliates, guarantors or otherwise) and/or between or involving you and any of our area representatives, which are not resolved within 45 days of notice from either you or we to the other, or you to one of our area representatives, will be submitted to arbitration to the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. The arbitration will be conducted by the American Arbitration Association pursuant to its commercial arbitration rules. All matters relating to arbitration will be governed by the federal arbitration act (9 U.S.C. §§1 et seq.) And not by any state arbitration law. The parties to any arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.



20.3. **Place and Procedure.** The arbitration proceedings will be conducted at our headquarters in Jacksonville, Florida. Any dispute and any arbitration will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such arbitration proceeding will not be consolidated with any other arbitration proceeding involving any other person, except for disputes involving affiliates of the parties to such arbitration. The parties agree that, in connection with any such arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by rule 13 of the federal rules of civil procedure) within the same proceeding as the dispute to which it relates. Any such dispute which is not submitted or filed in such proceeding will be barred.

20.4. **Awards and Decisions.** The proceedings will be heard by 1 arbitrator. The arbitrator will have the right to award any relief which he deems proper in the circumstances, including, for example, money damages (with interest on unpaid amounts from their due date(s)), specific performance, temporary and/or permanent injunctive relief, and reimbursement of attorneys' fees and related costs to the prevailing party. The arbitrator will not have the authority to award exemplary or punitive damages except as otherwise permitted by this agreement, nor the right to declare any Mark generic or otherwise invalid. You and we agree to be bound by the provisions of any limitations or the time on which claims must be brought under applicable law or under this Agreement, whichever expires earlier. The award and decision of the arbitrator will be conclusive and binding and judgment on the award may be entered in any court of competent jurisdiction. The parties acknowledge and agree that any arbitration award may be enforced against either or both of them in a court of competent jurisdiction and each waives any right to contest the validity or enforceability of such award. Without limiting the foregoing, the parties will be entitled in any such arbitration proceeding to the entry of an order by a court of competent jurisdiction pursuant to an opinion of the arbitrator for specific performance of any of the requirements of this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and non-appealable.

20.5. **Specific Performance.** Nothing in this Agreement will prevent either you or we from obtaining temporary restraining orders and temporary or preliminary injunctive relief in a court of competent jurisdiction. However, you and we must contemporaneously submit the dispute for arbitration on the merits.

20.6. **Third Parties.** The arbitration provisions of this Agreement are intended to benefit and bind certain third party non-signatories, and all of yours and our principal owners and affiliates.

20.7. **Survival.** This provision continues in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement for any reason.

## 21. **NOTICES AND PAYMENTS.**

All notices and reports permitted or required under this Agreement or by the Manuals must be in writing and will be deemed delivered:

- (a) at the time delivered by hand;
- (b) 1 business day after transmission by facsimile, telecopy, e-mail, or other electronic system;
- (c) 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

(d) 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

Delivery by facsimile, e-mailed and electronic means constitutes a writing and does not require designation of a physical address (as otherwise stated below). All such notices must be addressed to the parties as follows:

If to Us: FIREHOUSE OF AMERICA, LLC  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258  
Attention: \_\_\_\_\_

If to You: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

This Agreement may be signed with full legal force and effect using electronic signatures and records.

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts on the Agreement Date.

“US”:

“YOU”:

**FIREHOUSE OF AMERICA, LLC**

\_\_\_\_\_  
[Business Entity Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT “A”  
TO THE  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT**

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**EXHIBIT "B"**  
**TO THE**  
**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

**LIABILITY WAIVER AND RELEASE**

I, \_\_\_\_\_, want to enroll in the observation and evaluation process and attend the initial and any other training programs offered by Firehouse of America, LLC ("FOA") in order to be qualified to own, operate and/or manage a Firehouse Subs® Restaurant, pursuant to a franchise agreement between FOA and either me, my employer, or a company with which I am affiliated. To induce FOA to allow me to observation and evaluation process and attend the initial and any other training programs, I agree, attest and acknowledge the following:

- (1) During the time period of observation and evaluation and the initial and any other training programs, I will receive hands-on training at a Firehouse Subs® Restaurant and through other training facilities during which I will operate food service equipment and supplies and, therefore, there is a risk of injury and harm.
- (2) I understand and acknowledge that I am not an employee of FOA or its affiliates for any purpose whatsoever.
- (3) Since I am not an employee of FOA, I will not be entitled to any workers compensation coverage from FOA or any of its affiliates (although I may be entitled to such coverage from my own employer).
- (4) I waive any right to sue for damages or other relief, and release any claim I may have against FOA and/or any of its affiliates, agents, officers and directors, for any claims, losses, damages, liabilities or obligations that arise out of any injury I suffer during and as a result of my undergoing the initial training program with FOA.
- (5) My participation in the observation, evaluation and training programs does not entitle me to a Firehouse Subs® franchise. Franchises are granted only by separate written agreements.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "B"**  
**TO THE**  
**FIREHOUSE OF AMERICA, LLC**  
**FRANCHISE AGREEMENT**

**RENEWAL ADDENDUM**

This **RENEWAL ADDENDUM** (this "**Addendum**") is effective as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company ("**we**," "**us**," "**our**" or the "**Franchisor**"), and \_\_\_\_\_, a(n) \_\_\_\_\_ (collectively, "**you**," "**your**" or the "**Franchisee**") (you and we are sometimes collectively referred to as "**parties**" and each are sometimes separately referred to as a "**party**") and amends the Franchise Agreement between the parties dated effective as of \_\_\_\_\_, 20\_\_\_\_ (the "**Current Agreement**") for a **FIREHOUSE SUBS®** Restaurant located at \_\_\_\_\_ (the "**Site**"). This Addendum modifies certain aspects of the Current Agreement to reflect the fact that you are obtaining a renewal franchise and that you are an experienced operator of a **FIREHOUSE SUBS®** Restaurant.

1. **Incorporation and Precedence.** This Addendum: (a) is an integral part of, and is incorporated into the Current Agreement; and (b) governs, controls and supersedes any inconsistent or conflicting provisions of the Current Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Current Agreement. Any references to the Current Agreement also include this Addendum, unless the context expressly provides otherwise.

2. **Status.** You have been operating a **FIREHOUSE SUBS®** Restaurant at the Site under an Agreement with us dated \_\_\_\_\_, \_\_\_\_\_ (the "**Prior Agreement**"). The Prior Agreement is expiring \_\_\_\_\_, \_\_\_\_\_, and you want to obtain a renewal franchise from us.

3. **Successor Franchise Fee.** On the Effective Date, you will pay us by wire transfer the Successor Franchise Fee of \$5,000 (equal to 1/4 of our current initial franchise fee of \$20,000).

4. **Initial Franchise Fee.** You are not required to pay us our initial franchise fee under the Current Agreement.

5. **Term.** The term of the Franchise and the Current Agreement begins on the Effective Date and continues for 5 years until the day before the 5th anniversary of the Effective Date (or \_\_\_\_\_, 20\_\_\_\_). Otherwise, references to Term will mean the foregoing 5-year period.

6. **Site Selection.** Neither you nor we will have any obligations as to Site Selection.

7. **Restaurant Opening.** Neither you nor we will have any obligations as to Restaurant Opening.

8. **Market Introduction Program.** We will not require you to conduct a market introduction advertising and promotional program.

9. **Initial Training.** We will not be required to provide, and you will not be required to attend, Initial Training.

10. **Modification of System Standards.** We will not require you to spend more than \$75,000 during the term of the Current Agreement in connection with Capital Modifications.

11. **Acquisition.** Upon expiration of the Current Agreement, you will have the right to acquire a successor franchise for 1 additional 5-year term.

12. **Conditions.** This Addendum will not be effective and the Current Agreement will not be renewed unless, simultaneous with signing this Addendum:

- (a) **Releases:** you sign and deliver to us a release in the form attached as Exhibit "A."
- (b) **Renewal Fee:** you pay us the renewal fee and we have received it in our designated bank account.
- (c) **Remodeling and/or Expansion:** You have completed the remodeling and/or expansion of the Restaurant and other improvements or modifications that we have required to bring the Restaurant into compliance is our specifications and standards.
- (d) **Deficiencies:** You have taken any and actions that we have required to correct any and all operating deficiencies.

13. **Remaining Terms Unaffected:** The remaining terms of the Current Agreement are unaffected by this Addendum and remaining binding on the parties.

Intending to be bound, the parties to this Addendum now sign and deliver this Addendum in multiple counterparts.

**WE:** \_\_\_\_\_ **YOU:**

**FIREHOUSE OF AMERICA, LLC** \_\_\_\_\_

|                     |                     |
|---------------------|---------------------|
| <u>By:</u> _____    | <u>By:</u> _____    |
| <u>Name:</u> _____  | <u>Name:</u> _____  |
| <u>Title:</u> _____ | <u>Title:</u> _____ |
| <u>Date:</u> _____  | <u>Date:</u> _____  |



---

**EXHIBIT "A"**

**TO RENEWAL ADDENDUM**

**FORM OF RELEASE**

---

**RELEASE**

THIS RELEASE is given by \_\_\_\_\_ and its predecessors, agents, affiliates, legal representatives, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "Franchisee"), to FIREHOUSE OF AMERICA, LLC and all of its predecessors, directors, officers, shareholders, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "Franchisor," "we," "us" or "our").

Effective on the date of this Release, the Franchisee forever releases and discharges us from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against us, including without limitation, anything arising out of that certain Franchise Agreement dated \_\_\_\_\_ (the "Prior Agreement"), the franchise relationship between the Franchisee and us, and any other relationships between the Franchisee and us; except our obligations under the Franchise Agreement dated \_\_\_\_\_ and the Renewal Addendum dated as of \_\_\_\_\_ (collectively, the "Current Agreement") and the franchise relationship between you and us after \_\_\_\_\_. This Release is effective for: (a) any and all claims and obligations, including those of which the Area Representative is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to us for good and valuable consideration and we acknowledge its receipt and sufficiency.

The Franchisee represents and warrants to us that it has not assigned or transferred to any other person any claim or right it had or now has relating to or against us.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective \_\_\_\_\_, 20\_\_\_\_, notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned executes this Release:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of Notary  
Printed Name of Notary \_\_\_\_\_  
Notary Public, State of Florida  
Serial Number of Notary \_\_\_\_\_

**EXHIBIT D TO THE DISCLOSURE DOCUMENT**

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**FORM OF**

**AREA DEVELOPMENT AGREEMENT**

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**FIREHOUSE OF AMERICA, LLC**  
**AREA DEVELOPMENT AGREEMENT**

**THIS AREA DEVELOPMENT AGREEMENT** (the “**Agreement**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”). The parties to this Agreement are **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (referred to in this Agreement as “**we**,” “**us**” or “**our**”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (referred to in this Agreement as “**you**,” “**your**” or “**Developer**”).

1.1. **The FIREHOUSE SUBS® System.** We and our affiliates have expended considerable time and effort in a sandwich restaurant shop specializing in large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (a “**FIREHOUSE SUBS® Restaurant**” or “**Restaurant**”). FIREHOUSE SUBS® Restaurants operate under the service marks and trade name “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**” and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, menus, recipes, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the “**System**”). We commission, use, promote and license in the operation of a FIREHOUSE SUBS® Restaurant certain trademarks, service marks and other commercial symbols, including the trade and service marks “**FIREHOUSE SUBS® Est. 1994 and design**,” “**FIREHOUSE SUBS® and design**,” “**FIREHOUSE SUBS®**” and other associated logos, copyrighted works, designs, Art, trade dress, trademarks, service marks, commercial symbols, and e-names, which will gain or have gained and continue to gain public acceptance and goodwill, and may create, commission, use and license additional trademarks, service marks, e-names, copyrighted works, Art and commercial symbols in conjunction with the operation of FIREHOUSE SUBS® Restaurants (collectively, the “**Marks**”). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, the right to acquire franchises to own and operate FIREHOUSE SUBS® Restaurants within a specific geographic area (a “**Development Area**”). You have applied for the right to develop, own and operate FIREHOUSE SUBS® Restaurants in a specific Development Area.

1.2. **Intention and Purposes.** Before or simultaneously with signing this Agreement, you and we (or your Controlled Affiliate, as defined below) signed or are signing a Franchise Agreement pursuant to which you (or such Controlled Affiliate) will operate a FIREHOUSE SUBS® Restaurant (the “**Current Franchise Agreement**”). You and we are signing this Agreement because you would like the right to develop and operate a number of FIREHOUSE SUBS® Restaurants within a certain geographic area over a certain period of time, and we are willing to grant you those rights if you comply with this Agreement’s terms and conditions.

1.3. **Business Organization.** If you are at any time a business organization (“**Business Entity**”) (like a corporation, limited liability company or partnership) you agree and represent that:

(a) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(b) your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

(c) the Principal Owners Statement will completely and accurately describe all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Franchise Disclosure Document you were furnished;

(d) you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

(e) each of your owners during the Term will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owners Guaranty is attached to the Franchise Disclosure Document; and

(f) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

## 2. **TERM**

2.1. **Term of Agreement.** This Agreement commences on the Agreement Date and expires on the earlier of (the "Term"): (i) \_\_\_\_\_, 20\_\_\_; (ii) the last day of the Development Schedule; or (iii) the opening of the last FIREHOUSE SUBS® Restaurant specified in the Development Schedule. This Agreement may be terminated before it expires in accordance with its terms. Upon expiration or termination of this Agreement, you will **not** have any further rights to acquire franchises to operate FIREHOUSE SUBS® Restaurants; but you may continue to develop, own and operate all FIREHOUSE SUBS® Restaurants subject to franchise agreements (the "**Franchise Agreement(s)**") with us in accordance with their terms.

2.2. **Modification of Term.** At the end of the 3rd Development Year, and every 36 months thereafter, we will reassess the prospects for the development of FIREHOUSE SUBS® Restaurants in the Development Area. At that time, we may adjust the number of Restaurants to be developed within the Development Area to account for growth in population and other relevant demographics. If we do so, you and we will agree on a new Development Schedule by increasing the number of Restaurants that you are to develop and extending the Development Period, based on the average time for the development and opening of new Restaurants in the current Development Schedule or as otherwise mutually agreed upon (the "**New Schedule**"). If you do not agree to the New Schedule, then we may develop additional FIREHOUSE SUBS® Restaurants within the Development Area either ourselves or through other franchisees, but you will maintain the right and obligation to own, open and operate the number of Restaurants in accordance with, and subject to, the Development Schedule.

## 3. **DEVELOPMENT RIGHTS AND OBLIGATIONS.**

3.1. **Development Rights.** If you (and your affiliates) are in full compliance with all of the provisions of this Agreement and all of the Franchise Agreements, then during the Term, we will grant to you (or your Controlled Affiliate) franchises to develop, own and operate \_\_\_ FIREHOUSE SUBS® Restaurants (including the Restaurant covered by the Current Franchise Agreement) to be located within the following Development Area encompassing the following geographic area: \_\_\_\_\_

\_\_\_\_\_ in the state(s) of \_\_\_\_\_.

If the Development Area is identified by city or other political subdivisions, political boundaries will be considered fixed as of the Agreement Date, notwithstanding any political reorganization or change to the boundaries. The parties may depict the Development Area on a map attached to this Agreement and initialed by the parties as Exhibit "A." However, if there is any inconsistency between the language in this text and the attached map, the language in this text of this Agreement will control. All street boundaries will be deemed to end at the street's centerline unless otherwise specified. Pursuant to these development rights, you must open the Restaurants according to the mandatory Development Schedule described below. In this Agreement, the term "**Controlled Affiliate**" means any Business Entity of which you or one or more

of your majority owners owns at least 51% of the total authorized ownership interest, as long as you or such owner(s) have the right the control the Business Entity's management and policies.

3.2. **Exclusivity.** If you and your Controlled Affiliates are in full compliance with this Agreement and all other agreements between you (or any of your Controlled Affiliates) and us, including, without limitation, any franchise agreement then in effect between you (or any Controlled Affiliate) and us for the operation of FIREHOUSE SUBS® Restaurants, then during the Term only, and except as otherwise provided in this Agreement, neither we nor our affiliates will operate, or authorize any other party to operate, a FIREHOUSE SUBS® Restaurant, the physical premises of which are located within the Development Area. You acknowledge and agree that we may exercise any and all other rights that we now reserve in any Franchise Agreement (and related documents). After this Agreement ends, regardless of the reason, we and our affiliates may engage, and allow others to engage, in any activities we desire within and outside the Development Area, without any restrictions whatsoever, subject to only your (or any affiliate's) rights under Franchise Agreements with us then in effect.

3.3. **Rights We Reserve.** We (and our affiliates) retain the right in our sole discretion to:

(a) solicit prospective Franchisees and grant other persons Franchises, or other rights to operate FIREHOUSE SUBS® Restaurants: through national or regional advertising, trade shows or conventions, or using or through the Internet, Intranet or other forms of e-commerce or through similar means;

(b) own and operate FIREHOUSE SUBS® Restaurants ourselves or through affiliates anywhere, except your Development Area unless otherwise authorized pursuant to Section 3.2 above.;

(c) sell, solicit, recruit and provide services for FIREHOUSE SUBS® Restaurants or any franchised business not defined as a FIREHOUSE SUBS® Restaurant in this Agreement;

(d) sell, and provide the services authorized for sale by, FIREHOUSE SUBS® Restaurants under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, co-branded sites and sites located within other retail businesses, stadiums, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Development Area and pursuant to such terms and conditions as we consider appropriate;

(e) solicit prospective franchisees for, and own and operate, businesses and restaurants of any other kind or nature, anywhere.

3.4. **Development Obligations.** During the Term, you will at all times faithfully, honestly and diligently perform your obligations and continuously exert your best efforts to promote and enhance the development of FIREHOUSE SUBS® Restaurants within the Development Area. You agree to:

(a) Obtain locations and premises for FIREHOUSE SUBS® Restaurants within the Development Area approved by us; and

(b) Sign Franchise Agreements to develop and open, and continue in operation, the number of FIREHOUSE SUBS® Restaurants within the time periods (the "**Development Periods**") mandated by the schedule (the "**Development Schedule**") below:

| Development Year | Restaurant Openings | Dates Restaurants Must Be Opened By | Cumulative Number of Restaurants Open and in Operation |
|------------------|---------------------|-------------------------------------|--|
| 1                |                     | December 31_____                    |  |
| 2                |                     | December 31_____                    |  |
| 3                |                     | December 31_____                    |  |
| 4                |                     | December 31_____                    |  |
| 5                |                     | December 31_____                    |  |

Development Year 1 ends on December 31, \_\_\_\_\_. After that, each Development Year begins on January 1 and ends on December 31 of each succeeding year (\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_).

(c) However, we will not grant you a franchise for the second Restaurant until the first Restaurant has achieved certification as a training Restaurant for your Franchise organization. We will not grant you a franchise for an additional Restaurant unless (a) each preceding Restaurant has been open and in operation for at least 3 months, unless otherwise specified; (b) is profitable based on the accounting system we specify; (c) is operated in full compliance with their respective Franchise Agreements; and (d) has a Certified General Manager assigned to the Restaurant on a full-time capacity. You are solely responsible for the terms and conditions of the Certified General Manager's employment.

3.5. **Effect of Failure.** Strict compliance with the Development Schedule is of the essence. If you do not timely meet the Development Schedule, you will be in default. Any such default constitutes a material breach of this Agreement and we may:

- (a) Terminate this Agreement;
- (b) Have the right to operate or grant franchises to operate FIREHOUSE SUBS® Restaurants within the Development Area;
- (c) Grant you an extension under the Development Schedule for such time period and for a nonrefundable extension fee equal to the balance of the Franchise Fees for the number of FIREHOUSE SUBS® Restaurants remaining to be opened under the Development Schedule; or
- (d) Reduce the Development Area and the Development Schedule to a size and magnitude that we estimate you are capable of operating otherwise in accordance with this Agreement.

#### 4. **DEVELOPMENT FEE**

4.1. **Amount.** You agree to pay us a Development Fee of \$\_\_\_\_\_, which is 1/2 of the current initial franchise fee times the number of additional Restaurants to be developed. The Development Fee constitutes payment only for the exclusive rights we grant you under this Agreement. The Development Fee must be paid on the Agreement Date. The Development Fee is fully earned by us and non-refundable.

4.2. **New Schedule.** If you and we agree to the New Schedule, you will, at that time, pay us an additional nonrecurring and nonrefundable Development Fee in an amount equal to 1/2 of the then-current initial franchise fee times the number of additional Restaurants to be developed based on the New Schedule. If we do so, you and we will agree on a new Development Schedule (the "**New Schedule**"). The basis of the New Schedule will be that a minimum of one new Restaurant will be open and in operation every 6



months. If this pace does not deliver the number of total Restaurants specified in the New Schedule within the original time frame designated in the original Development Schedule, then the New Schedule will be extended so as to allow for the development of the new total number of units, with a pace of development of 1 Restaurant per 6 months. If you do not agree with the New Schedule, then we may develop additional FIREHOUSE SUBS® Restaurants within the Development Area either ourselves or through other franchisees, but you will maintain the right and obligation to own, open and operate the Restaurants subject to the original Development Schedule.

## 5. **GRANT OF FRANCHISES**

5.1. **Franchise Agreements.** You (or a Controlled Affiliate) must enter into our then-current form of franchise agreement for each Restaurant, and your guarantors must personally guaranty your obligations under them pursuant to our then-current form of Principal Owners Guaranty. However, such Franchise Agreements will be modified by this Agreement as follows:

(a) *Initial Franchise Fee* The initial franchise fee for each Restaurant will be reduced to ½ of our then current initial franchise fee and must be paid on the effective date of the Franchise Agreement for that Restaurant.

(b) *Trade Area:* The Trade Area of each Restaurant will consist of the Site and the entire geographic area within a 1-mile radius unless otherwise specified in the franchise agreement.

(c) *Initial Training:*. You are responsible for the training of the General Manager for each subsequent Restaurant on your Development Schedule (or New Schedule). At least one General Manager must have satisfactorily completed our certification training program conducted in Jacksonville, Florida (or at an alternative location that we may designate), and meet all qualifications as a Certified General Manager. We set and change the standards and qualifications for meeting that status from time to time. All Certified General Managers must maintain their status based on our then-current standards. Approval for the development of subsequent Restaurants is contingent upon satisfaction of our Certified General Manager requirements. Our certification training does not address in any way the terms and conditions of employment; only Restaurant operations, opening and training.

5.2. **Grant of Franchises.** You agree to give us all information and materials we request to assess each proposed Restaurant site and your (or your Controlled Affiliate's) financial and operational ability to develop and operate each proposed Restaurant. We will not unreasonably withhold approval of any site you propose that meets our then-current criteria for population density and other demographic characteristics, visibility, traffic flow, competition, accessibility, parking, size and other physical and commercial characteristics. We have the absolute right to disapprove any site that does not meet these criteria and other criteria that we may develop from time to time. We agree to use reasonable efforts to review and approve the sites that you propose within 30 days after we receive all requested information and materials. If we approve a proposed site and your (or your Controlled Affiliate's) financial and operational ability to develop and operate the proposed Restaurant, then you or your approved Controlled Affiliate, must sign a separate franchise agreement for that Restaurant. If neither you nor your Controlled Affiliate do so (including the owners for documents that need to be signed by them), or are unable to obtain lawful possession of the proposed site within a reasonable time after we approve of the proposed site, then we may withdraw our approval. Neither you nor any Controlled Affiliate may sign any lease or sublease for a site without our prior acceptance and without first signing and complying with any Franchise Agreement. After you (or your Controlled Affiliate) sign the Franchise Agreement, the terms and conditions of it will control the development and operation of that Restaurant, with the exception that it must be opened within the time limits specified in the Development Schedule.

5.3. **Franchise Status.** This Agreement does not create a franchise relationship between you and us. Any franchise relationship between you and us is created solely by signing a Franchise Agreement.

6. **TRANSFER.**

6.1. **By Us.** This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests.

6.2. **By You.** You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the development rights outlined in this Agreement to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, this Agreement (or any interest in it) is not transferable by you under any circumstances whatsoever. Furthermore, this Agreement will automatically terminate if any other transaction or event occurs that constitutes a "transfer" under this Agreement, including any sale, exchange or disposition of any ownership or other interest in you or any of the Restaurants. As used in this Agreement, the term "**transfer**" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement or your rights under it; or (b) you. An assignment, sale, gift or other disposition includes the following events:

- (i) transfer of ownership of 10% or more of any capital stock or a partnership interest or any other interest that affects control over the Business Entity;
- (ii) merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;
- (iii) any issuance or sale of your stock or any security convertible to your stock;
- (iv) transfer of an interest in you, this Agreement or any of the Restaurants in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;
- (v) transfer of an interest in you, this Agreement or the business, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or
- (vi) pledge of this Agreement (to someone other than us) or of an ownership interest in you as security.

Furthermore, this Agreement and your and our respective obligations under it will automatically terminate if (a) you sell any of your Restaurants or transfer any of the Franchise Agreements without our prior written permission; and/or (b) you attempt to transfer or assign any rights under this Agreement.

6.3. **Transfer to a Business Entity.** If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than the development of the Restaurants and, if applicable, other FIREHOUSE SUBS® Restaurants so long as you own, control and have the right to vote 51% or more of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner sign an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of the your obligations under this Agreement.

6.4. **Transfer Upon Death or Disability.** Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, we may require you (or such owner's executor, administrator, conservator, guardian or other personal representative) to transfer your interest in this Agreement (or such owner's interest in you) to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed within the time we designate, not less than 1 month but not more than 6 months from the date of death or disability. Such disposition will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "**disability**" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the Restaurants. If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the business is not being managed by a trained manager, 15 days from the date of death or disability, we may appoint a manager to operate the business.

## 7. **TERMINATION OF AGREEMENT.**

7.1. **On Notice.** We have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if:

- (a) you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of these development rights;
- (b) you fail to meet the Development Schedule;
- (c) you surrender or transfer control of this Agreement or the business without our prior written consent;
- (d) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense;
- (e) you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the Restaurant or another FIREHOUSE SUBS® Restaurant or the goodwill associated with the Marks;
- (f) you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you, the Restaurant or the Art;
- (g) in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement;
- (h) you (or any of your owners) fail to comply with any other provision of this Agreement or any other agreements with us; or
- (i) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; unless any order appointing a receiver, trustee or liquidator of you is not vacated within 30 days following the entry of such order.

7.2. **After Notice.** We may also terminate this Agreement after we notify you of our intention to do so because of the occurrence of any of the following events and your failure to cure it within 30 days of our notice:

- (a) if you are a Business Entity, failure to maintain active status in your state of organization;
- (b) you violate any provision of this Agreement or any other agreement with us or any of our affiliates;
- (c) continued violation of any law, ordinance, rule or regulation of a governmental agency; or
- (d) failure to obtain any approvals or consents required by this Agreement.

## 8. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

8.1. **Independent Contractors.** You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, Restaurant personnel and others as the owner of the business under an Area Development Agreement we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time.

8.2. **No Liability for Acts of Other Party.** You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and developer or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement.

8.3. **Indemnification.** You agree to indemnify, defend and hold harmless us, our affiliates and our respective shareholders, directors, officers, employees, agents, successors and assignees (the “**Indemnified Parties**”) against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes described in this Agreement and any and all claims and liabilities directly or indirectly arising out of the operation of your business (even if our negligence is alleged) or your breach of this Agreement. For purposes of this indemnification, “**claims**” includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants’, arbitrators’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

## 9. **ENFORCEMENT.**

9.1. **Severability; Substitution of Valid Provisions.** Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provisions will be enforced to

the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any FIREHOUSE SUBS® System Standard is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

9.2. **Waivers.** We will not be deemed to have waived our right to demand exact compliance with any of the Terms, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not effect our rights with respect to any later breach by you or anyone else.

9.3. **Limitation of Liability.** Neither of the parties will be liable for loss or damage or deemed to be in breach of this Agreement if failure to perform obligations results from:

- (a) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof;
- (b) acts of God, war, terror or similar like;
- (c) acts or omissions of a similar event or cause.

However, such delays or events do not excuse payments of amounts owed at any time.

9.4. **Approval and Consents.** Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

9.5. **Waiver of Punitive Damages.** **EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US AND CLAIMS FOR UNAUTHORIZED USE OF THE MARKS, YOU AND WE EACH WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT TO, OR CLAIM FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.**

9.6. **Limitations of Claims.** **ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN 1 YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) UNDER-REPORTING OF GROSS SALES; (B) UNDER-PAYMENT OF AMOUNTS OWED TO US OR OUR AFFILIATES; (C) CLAIMS FOR INDEMNIFICATION; AND/OR (D) UNAUTHORIZED USE OF THE MARKS. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.**

9.7. **Governing Law.** EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY THE LAW OF THE STATE IN WHICH OUR PRINCIPAL BUSINESS OFFICE IS LOCATED, EXCLUDING ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP BETWEEN A FRANCHISOR AND DEVELOPER, UNLESS THE JURISDICTIONAL REQUIREMENTS OF SUCH LAWS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. References to any law or regulation also refer to any successor laws or regulations and any implementing regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

9.8. **Jurisdiction.** YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DUVAL COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.

9.9. **Waiver of Jury Trial.** YOU AND WE EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

9.10. **Cumulative Remedies.** The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

9.11. **Costs and Attorneys Fees.** If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement.

9.12. **Binding Effect.** This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators.

9.13. **Entire Agreement.** This Agreement, including the introduction, addenda and exhibits to it and all ancillary agreements executed contemporaneously with this Agreement, constitutes the entire agreement between you and us with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; **provided, however, that nothing in this or any related agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to Developer or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement.** There are no other oral or written understandings or agreements between you and us

concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us. Nothing contained in the Agreement waives any of the Franchisee's right to rely on the disclosure made by the Franchisor in its Uniform Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Franchise Disclosure Act.

9.14. **No Liability to Others; No Other Beneficiaries.** We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement.

9.15. **Construction.** The headings of the sections are for convenience only. If two or more persons are at any time Developers hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original. "A or B" means "A" or "B" or both.

9.16. **Certain Definitions.** The term "family member" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term "affiliate" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person. The terms "Developer, franchisee, franchise owner, you and your" are applicable to one or more persons, a Business Entity, as the case may be. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term "person" includes individuals or Business Entities. The term "section" refers to a section or subsection of this Agreement. The word "control" means the power to direct or cause the direction of management and policies. The word "owner" means any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

9.17. **Timing is of the Essence.** It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from" and "commencing on" (and the like) mean "from and including"; and the words "to," "until" and "ending on" (and the like) mean "to but excluding." Indications of time of day mean Jacksonville, Florida time.

## 10. **DISPUTE RESOLUTION.**

10.1. **Mediation.** During the Term, certain disputes may arise between you and us that may be resolvable through mediation. To facilitate such resolution, you and we agree that each party must, before commencing any arbitration proceeding, submit the dispute for non-binding mediation at a mutually agreeable location (if you and we cannot agree on a location, the mediation will be conducted at our headquarters) to 1 mediator, appointed under the American Arbitration Association's Commercial Mediation Rules. The mediator will conduct a mediation in accordance with such rules. You and we agree that any statements made by either you or us in any such mediation proceeding will not be admissible in any subsequent arbitration or other legal proceeding. Each party will bear its own costs and expenses of conducting the mediation and share equally the costs of any third parties who are required to participate. Nevertheless, both you and we have the right in a proper case to obtain temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. However, the parties must immediately and contemporaneously submit the dispute for non-binding mediation. If any dispute between the parties cannot be resolved through mediation within 60 days following the appointment of a mediator, the parties must submit the dispute to arbitration subject to the following terms and conditions.

10.2. **Agreement to Arbitrate.** Except for claims (as defined below) related to or based on the Marks (which at our sole option may be submitted to any court of competent jurisdiction) and except as



otherwise expressly provided by section 10.4 of this agreement, any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise (“**Dispute**”) between or involving you and us (and/or involving you and/or any claim against or involving any of our or our affiliates’ shareholders, directors, partners, officers, employees, agents, attorneys, accountants, affiliates, guarantors or otherwise) and/or between or involving you and any of our area representatives, which are not resolved within 45 days of notice from either you or we to the other, or you to one of our area representatives, will be submitted to arbitration to the office of the American Arbitration Association closest to our headquarters in Jacksonville, Florida. The arbitration will be conducted by the American Arbitration Association pursuant to its commercial arbitration rules. All matters relating to arbitration will be governed by the federal arbitration act (9 U.S.C. §§1 et seq.) And not by any state arbitration law. The parties to any arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.

10.3. **Place and Procedure.** The arbitration proceedings will be conducted at our headquarters in Jacksonville, Florida. Any dispute and any arbitration will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such arbitration proceeding will not be consolidated with any other arbitration proceeding involving any other person, except for disputes involving affiliates of the parties to such arbitration. The parties agree that, in connection with any such arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by rule 13 of the federal rules of civil procedure) within the same proceeding as the dispute to which it relates. Any such dispute which is not submitted or filed in such proceeding will be barred.

10.4. **Awards and Decisions.** The proceedings will be heard by 1 arbitrator. The arbitrator will have the right to award any relief which he deems proper in the circumstances, including, for example, money damages (with interest on unpaid amounts from their due date(s)), specific performance, temporary and/or permanent injunctive relief, and reimbursement of attorneys’ fees and related costs to the prevailing party. The arbitrator will not have the authority to award exemplary or punitive damages except as otherwise permitted by this Agreement, nor the right to declare any Mark generic or otherwise invalid. You and we agree to be bound by the provisions of any limitations or the time on which claims must be brought under applicable law or under this Agreement, whichever expires earlier. The award and decision of the arbitrator will be conclusive and binding and judgment on the award may be entered in any court of competent jurisdiction. The parties acknowledge and agree that any arbitration award may be enforced against either or both of them in a court of competent jurisdiction and each waives any right to contest the validity or enforceability of such award. Without limiting the foregoing, the parties will be entitled in any such arbitration proceeding to the entry of an order by a court of competent jurisdiction pursuant to an opinion of the arbitrator for specific performance of any of the requirements of this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and non-appealable.

10.5. **Specific Performance.** Nothing in this Agreement will prevent either you or we from obtaining temporary restraining orders and temporary or preliminary injunctive relief in a court of competent jurisdiction. However, you and we must contemporaneously submit the dispute for arbitration on the merits.

10.6. **Third Parties.** The arbitration provisions of this Agreement are intended to benefit and bind certain third party non-signatories, and all of your and our principal owners and affiliates.

10.7. **Survival.** This provision continues in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement for any reason.

## 11. **NOTICES AND PAYMENTS.**

All notices and reports permitted or required under this Agreement or by the Manuals must be in writing and will be deemed delivered:

- (a) at the time delivered by hand;
- (b) 1 business day after transmission by facsimile, telecopy, e-mail, or other electronic system;
- (c) 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or
- (d) 3 business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

Delivery by facsimile, e-mailed and electronic means constitutes a writing and does not require designation of a physical address (as otherwise stated below). All such notices must be addressed to the parties as follows:

If to Us: FIREHOUSE OF AMERICA, LLC  
 12735 Gran Bay Parkway, Suite 150  
 Jacksonville, Florida 32258  
 Attention: \_\_\_\_\_

If to You: \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

This Agreement may be signed with full legal force and effect using electronic signatures and records.

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts on the Agreement Date.

“US”:

**FIREHOUSE OF AMERICA, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

“YOU”:

\_\_\_\_\_  
*[Business Entity Name]*

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT "A"**  
**TO THE**  
**FIREHOUSE OF AMERICA, LLC**  
**AREA DEVELOPMENT AGREEMENT**

**MAP OF DEVELOPMENT AREA**

**"US":**

**FIREHOUSE OF AMERICA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**"DEVELOPER":**

\_\_\_\_\_  
*[Business Entity Name]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E-1 TO THE DISCLOSURE DOCUMENT**

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**FORM OF**

**NE GROWTH INCENTIVE ADDENDUM TO  
AREA DEVELOPMENT AGREEMENT**

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**NE GROWTH INCENTIVE ADDENDUM TO  
AREA DEVELOPMENT AGREEMENT**

THIS NE GROWTH INCENTIVE ADDENDUM (this “Addendum”) is as of the Agreement Date (regardless of the actual date of signature) and amends the Area Development Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “ADA”) simultaneously entered into between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company (“we,” “us,” or “our”) and \_\_\_\_\_ (“you,” “your,” or “Developer”).

1. **Precedence and Defined Terms.** This Addendum is an integral part of, and is incorporated into, the ADA. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the ADA. Terms not otherwise defined in this Addendum have the meanings as defined in the ADA. This Addendum also modifies and supersedes certain Franchise Agreements between you and us.

2. **Development Fee.** You are not required to pay us a Development Fee attributable to the first 5 Restaurants to be developed under the Development Schedule. For example, if you are required to open 8 Restaurants under your Development Schedule, then the Development Fee is \$30,000 (\$10,000 X (8 - 5)). The first 5 Restaurants to be opened under the Development Schedule pursuant to ADA are the “NE Incentive Restaurants”.

3. **Franchise Agreements:**

(a) When you sign the Franchise Agreement for each Restaurant, you will pay us a \$10,000 initial franchise fee.

(b) During the first 2 years after each Restaurant opens, the Royalty due and payable to us for each Incentive Restaurant will be reduced to 3% of Gross Sales. However, the royalty reduction will automatically cease on notice from us if: (i) you fail to meet the Development Schedule; or (ii) as to any Restaurant, if you violate the associated Franchise Agreement.

(c) The Royalty due for any Restaurants other than the Incentive Restaurants to be opened pursuant to the Development Schedule and the ADA will not be modified by this Addendum and will remain at 6% of Gross Sales.

4. **Remaining Terms Unaffected.** The remaining terms of the ADA are unaffected by this Addendum and remain binding on the parties.

Intending to be bound, the parties sign and deliver this Addendum to each other as shown below:

“US”:

“YOU”:

**FIREHOUSE OF AMERICA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E-2 TO THE DISCLOSURE DOCUMENT**

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**FORM OF**

**NE GROWTH INCENTIVE AMENDMENT TO  
AREA DEVELOPMENT AGREEMENT FOR EXISTING DEVELOPERS**

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**NE GROWTH INCENTIVE AMENDMENT TO  
AREA DEVELOPMENT AGREEMENT FOR EXISTING DEVELOPERS**

THIS **NE GROWTH INCENTIVE AMENDMENT** (this “**Amendment**”) is effective as of \_\_\_\_\_, 201\_\_ (the “**Effective Date**”) (regardless of the actual date of signature) and amends the Area Development Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “**ADA**”) between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company (“**we**,” “**us**,” or “**our**”) and \_\_\_\_\_ (“**you**,” “**your**,” or “**Developer**”). This Amendment also amends certain Franchise Agreements between you and us as described below.

1. **Precedence and Defined Terms.** This Amendment is an integral part of, and is incorporated into, the ADA. Nevertheless, this Amendment supersedes any inconsistent or conflicting provisions of the ADA. Terms not otherwise defined in this Amendment have the meanings as defined in the ADA.

2. **Current ADA Commitment.** Pursuant to the ADA, you have committed to open and maintain in operation a total of \_\_\_ FIREHOUSE SUBS® Restaurants (the “**Current Commitment**”). Also, in accordance with the ADA, you have entered into the following Franchise Agreements with us relating to the Current Commitment:

| Franchise Agreement Date | Date Opened or Pending | Location or Pending |
|--------------------------|------------------------|---------------------|
|                          |                        |                     |
|                          |                        |                     |
|                          |                        |                     |
|                          |                        |                     |
|                          |                        |                     |

Your Development Area is in or located around a geographic region in which we are offering special incentives to expand the number of FIREHOUSE SUBS® Restaurants by reducing Development Fees and Royalties.

3. **Term.** The Term is extended so that it will now expire on the earlier of: (i) \_\_\_\_\_, 20\_\_; (ii) the last day of the New Schedule (as defined below); or (iii) the opening of the last FIREHOUSE SUBS® Restaurants specified in the New Schedule.

4. **Development Area.** The Development Area is amended to encompass the following geographic area (inclusive of the former Development Area):

\_\_\_\_\_

in the state of \_\_\_\_\_.

5. **Development Rights.** If you (and your affiliates) are in full compliance with the ADA and all Franchise Agreements with us, then during the Term, we will grant to you (or your Controlled Affiliate) franchises to develop, own and operate, and you agree to develop, open and maintain in operation, \_\_\_ additional FIREHOUSE SUBS® Restaurants (the “~~Incentive Restaurants~~”). **NE Incentive Restaurants**“).

~~6. **Development Schedule.** You must maintain your existing Development Schedule under the ADA. In addition, you must open and maintain in operation the Incentive Restaurants as follows. The~~

~~Development Schedule is amended to include the Incentive Restaurants and the following Incentive Schedule:~~

6. **Development Schedule.** You must maintain your existing Development Schedule under the ADA. In addition, you must open and maintain in operation the NE Incentive Restaurants as follows. The Development Schedule is amended to include the NE Incentive Restaurants and the following Incentive Schedule:

| <b>New Development Year</b> | <b><u>NE</u> Incentive Restaurant Openings</b> | <b>Dates <u>NE</u> Incentive Restaurants Must Be Opened By</b> | <b>Cumulative Number of <u>NE</u> Incentive Restaurants Open and in Operation</b> |
|-----------------------------|--|--|---|
| 1                           |  | December 31, <del>2017</del> <u>2018</u>                       |   |
| 2                           |  | December 31, <del>2018</del> <u>2019</u>                       |   |
| <del>3</del>                |  | <del>December 31, 2019</del>                                   |   |
| <u>4</u>                    |  | December 31, 2020  |   |
| <u>4</u>                    |  | <u>December 31, 2021</u>                                       |   |
| 5                           |  | December 31, <del>2021</del> <u>2022</u>                       |   |

New Development Year 1 begins on the Effective Date and ends on December 31, 2018. Then New Development Year 2 begins January 1, 2019 and ends December 31, 2019, and each New Development Year begins on January 1 and ends on December 31 of each succeeding year.

7. **Development Fee:** The Development Fee attributable to the first 5 NE Incentive Restaurants is waived. However, when you sign each Franchise Agreement for each of the NE Incentive Restaurants, you will pay us an Initial Franchise Fee of \$10,000. If you agree to develop more than 5 NE Incentive Restaurants, the Development Fee due on the Effective Date equals \$10,000 times the difference between (a) the total number of NE Incentive Restaurants to be developed, less (b) 5. (i.e., for 7 NE Incentive Restaurants, the Development Fee is \$20,000).

8. **Reduced Royalties:**

(a) **Current Commitment:** For all Restaurants subject to the Current Commitment, the royalty will be reduced as follows:

- (i) For Restaurants already opened and operating, the Royalty will be reduced to 4% of Gross Sales for the 2-year period commencing on the Effective Date; and
- (ii) For Restaurants opened under the Current Commitment after the Effective Date, the Royalty will be reduced 4% of Gross Sales for the 2-year following the date such Restaurants open or 2 years.



(b) NE Incentive Restaurants. The Royalty due and payable for NE Incentive Restaurants will be reduced to 3% of Gross Sales for the first 2 years following their respective opening dates.

(c) Development Schedules: However, all royalty reductions described in this Amendment will automatically cease on notice from us, if (i) you fail to meet the Development Schedule (as amended); or (ii) as to any Restaurant (including NE Incentive Restaurants), if you violate the associated Franchise Agreement.

9. Remaining Terms Unaffected. The remaining terms of the ADA are unaffected by this Amendment and remain binding on the parties.

Intending to be bound, the parties sign and deliver this Amendment to each other as shown below:

“US”: \_\_\_\_\_ “YOU”: \_\_\_\_\_

**FIREHOUSE OF AMERICA, LLC** \_\_\_\_\_

|                     |                     |
|---------------------|---------------------|
| <u>By:</u> _____    | <u>By:</u> _____    |
| <u>Name:</u> _____  | <u>Name:</u> _____  |
| <u>Title:</u> _____ | <u>Title:</u> _____ |
| <u>Date:</u> _____  | <u>Date:</u> _____  |

**EXHIBIT E-3 TO THE DISCLOSURE DOCUMENT**

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**FORM OF**

**MW GROWTH INCENTIVE ADDENDUM TO  
AREA DEVELOPMENT AGREEMENT**

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**MW GROWTH INCENTIVE ADDENDUM TO**  
**AREA DEVELOPMENT AGREEMENT**

THIS MW GROWTH INCENTIVE ADDENDUM (this "Addendum") is as of the Agreement Date (regardless of the actual date of signature) and amends the Area Development Agreement dated \_\_\_\_\_ (the "ADA") simultaneously entered into between FIREHOUSE OF AMERICA, LLC, a Florida limited liability company ("we," "us," or "our") and ("you," "your," or "Developer").

1. **Precedence and Defined Terms.** This Addendum is an integral part of, and is incorporated into, the ADA. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the ADA. Terms not otherwise defined in this Addendum have the meanings as defined in the ADA. This Addendum also modifies and supersedes certain Franchise Agreements between you and us.

2. **Development Fee.** You are not required to pay us a Development Fee attributable to the first 3 Restaurants to be developed under the Development Schedule. For example, if you are required to open 8 Restaurants under your Development Schedule, then the Development Fee is \$50,000 (\$10,000 X (8 - 3)). The first 3 Restaurants to be opened under the Development Schedule pursuant to ADA are the "MW Incentive Restaurants".

3. **Franchise Agreements:**

(a) When you sign the Franchise Agreement for each Restaurant, you will pay us a \$10,000 initial franchise fee.

(b) During the first 2 years after each Restaurant opens, the Royalty due and payable to us for each MW Incentive Restaurant will be reduced to 3% of Gross Sales. However, the royalty reduction will automatically cease on notice from us if: (i) you fail to meet the Development Schedule; or (ii) as to any Restaurant, if you violate the associated Franchise Agreement.

(c) The Royalty due for any Restaurants other than the MW Incentive Restaurants to be opened pursuant to the Development Schedule and the ADA will not be modified by this Addendum and will remain at 6% of Gross Sales.

4. **Remaining Terms Unaffected.** The remaining terms of the ADA are unaffected by this Addendum and remain binding on the parties.

Intending to be bound, the parties sign and deliver this Addendum to each other as shown below:

"US": \_\_\_\_\_ "YOU": \_\_\_\_\_  
FIREHOUSE OF AMERICA, LLC \_\_\_\_\_

|                     |                     |
|---------------------|---------------------|
| <u>By: _____</u>    | <u>By: _____</u>    |
| <u>Name: _____</u>  | <u>Name: _____</u>  |
| <u>Title: _____</u> | <u>Title: _____</u> |
| <u>Date: _____</u>  | <u>Date: _____</u>  |

**EXHIBIT E-4 TO THE DISCLOSURE DOCUMENT**

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**FORM OF**

**MW GROWTH INCENTIVE AMENDMENT TO  
AREA DEVELOPMENT AGREEMENT FOR EXISTING DEVELOPERS**

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**MW GROWTH INCENTIVE AMENDMENT TO  
AREA DEVELOPMENT AGREEMENT FOR EXISTING DEVELOPERS**

THIS MW GROWTH INCENTIVE AMENDMENT (this “Amendment”) is effective as of \_\_\_\_\_, 201\_\_\_\_\_ (the “Effective Date”) (regardless of the actual date of signature) and amends the Area Development Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “ADA”) between FIREHOUSE OF AMERICA, LLC, a Florida limited liability company (“we,” “us,” or “our”) and \_\_\_\_\_ (“you,” “your,” or “Developer”). This Amendment also amends certain Franchise Agreements between you and us as described below.

1. **Precedence and Defined Terms.** This Amendment is an integral part of, and is incorporated into, the ADA. Nevertheless, this Amendment supersedes any inconsistent or conflicting provisions of the ADA. Terms not otherwise defined in this Amendment have the meanings as defined in the ADA.

2. **Current ADA Commitment.** Pursuant to the ADA, you have committed to open and maintain in operation a total of \_\_\_\_\_ FIREHOUSE SUBS® Restaurants (the “Current Commitment”). Also, in accordance with the ADA, you have entered into the following Franchise Agreements with us relating to the Current Commitment:

| <u>Franchise Agreement Date</u> | <u>Date Opened or Pending</u> | <u>Location or Pending</u> |
|---------------------------------|-------------------------------|----------------------------|
|                                 |                               |                            |
|                                 |                               |                            |
|                                 |                               |                            |
|                                 |                               |                            |
|                                 |                               |                            |

Your Development Area is in or located around a geographic region in which we are offering special incentives to expand the number of FIREHOUSE SUBS® Restaurants by reducing Development Fees and Royalties.

3. **Term.** The Term is extended so that it will now expire on the earlier of: (i) \_\_\_\_\_, 20\_\_\_\_; (ii) the last day of the New Schedule (as defined below); or (iii) the opening of the last FIREHOUSE SUBS® Restaurants specified in the New Schedule.

4. **Development Area.** The Development Area is amended to encompass the following geographic area (inclusive of the former Development Area):

\_\_\_\_\_

in the state of \_\_\_\_\_.

5. **Development Rights.** If you (and your affiliates) are in full compliance with the ADA and all Franchise Agreements with us, then during the Term, we will grant to you (or your Controlled Affiliate) franchises to develop, own and operate, and you agree to develop, open and maintain in operation, \_\_\_\_\_ additional FIREHOUSE SUBS® Restaurants (the “MW Incentive Restaurants”).

6. **Development Schedule.** You must maintain your existing Development Schedule under the ADA. In addition, you must open and maintain in operation the Incentive Restaurants as follows. The

Development Schedule is amended to include the MW Incentive Restaurants and the following Incentive Schedule:

| <u>New Development Year</u> | <u>MW Incentive Restaurant Openings</u> | <u>Dates MW Incentive Restaurants Must Be Opened By</u> | <u>Cumulative Number of MW Incentive Restaurants Open and in Operation</u> |
|-----------------------------|---|---|--|
| <u>1</u>                    |   | <u>December 31, 2018</u>                                |  |
| <u>2</u>                    |   | <u>December 31, 2019</u>                                |  |
| <u>3</u>                    |   | <u>December 31, 2020</u>                                |  |

New Development Year 1 begins on the Effective Date and ends on December 31, ~~2017~~2018. Then New Development Year 2 begins January 1, ~~2018~~2019 and ends December 31, ~~2018~~2019, and each New Development Year begins on January 1 and ends on December 31 of each succeeding year.

7. **Development Fee:** The Development Fee attributable to the first ~~5~~3 MW Incentive Restaurants is waived. However, when you sign each Franchise Agreement for each of the MW Incentive Restaurants, you will pay us an Initial Franchise Fee of \$10,000. If you agree to develop more than ~~5~~3 MW Incentive Restaurants, the Development Fee due on the Effective Date equals \$10,000 times the difference between (a) the total number of MW Incentive Restaurants to be developed, less (b) ~~5~~3. (i.e., for 7 MW Incentive Restaurants, the Development Fee is ~~\$20,000~~40,000).

8. **Reduced Royalties:**

(a) **Current Commitment:** For all Restaurants subject to the Current Commitment, the royalty will be reduced as follows:

- (i) For Restaurants already opened and operating, the Royalty will be reduced to 4% of Gross Sales for the 2-year period commencing on the Effective Date; and
- (ii) For Restaurants opened under the Current Commitment after the Effective Date, the Royalty will be reduced 4% of Gross Sales for the 2-year following the date such Restaurants open or 2 years.

(b) **MW Incentive Restaurants.** The Royalty due and payable for MW Incentive Restaurants will be reduced to 3% of Gross Sales for the first 2 years following their respective opening dates.

(c) **Development Schedules:** However, all royalty reductions described in this Amendment will automatically cease on notice from us, if (i) you fail to meet the Development Schedule (as amended); or (ii) as to any Restaurant (including MW Incentive Restaurants), if you violate the associated Franchise Agreement.

9. **Remaining Terms Unaffected.** The remaining terms of the ADA are unaffected by this Amendment and remain binding on the parties.

Intending to be bound, the parties sign and deliver this Amendment to each other as shown below:

“US”:

“YOU”:

**FIREHOUSE OF AMERICA, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT F TO THE DISCLOSURE DOCUMENT**

---

**CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS  
AND LISTINGS**

---



## CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

**THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS** (this “Assignment”) is effective as of \_\_\_\_\_, 20\_\_ between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company with its principal place of business at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“we,” “us” or “our”) and \_\_\_\_\_, whose current place of business is \_\_\_\_\_, \_\_\_\_\_ (“you” or “your”). You and we are sometimes referred to collectively as the “parties” or individually as a “party.”

### BACKGROUND INFORMATION:

We have simultaneously entered into the certain Franchise Agreement (the “**Franchise Agreement**”) dated as of \_\_\_\_\_ with you, pursuant to which you plan to own and operate a FIREHOUSE SUBS® Restaurant (the “**Restaurant**”). The FIREHOUSE SUBS® Restaurants use certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the “**System**”). We identify FIREHOUSE SUBS® Restaurants and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the “**Marks**”). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings of the Restaurant if the Franchise Agreement is terminated.

### OPERATIVE TERMS:

You and we agree as follows:

1. **Background Information:** The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.
2. **Conditional Assignment:** You assign to us, all of your right, title and interest in and to those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the “**Numbers and Listings**”) associated with the Marks and used from time to time in connection with the operation of the Restaurant. This Assignment is for collateral purposes only. We will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone company and/or the listing agencies with which you have placed telephone directory listings (collectively, the “**Telephone Company**”) to effectuate the assignment of the Numbers and Listings to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Listings. In such event, you will have no further right, title or interest in the Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the date on which the assignment is effective. As between us and you, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Listings.
3. **Power of Attorney:** You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment, however, you will immediately notify and instruct the Telephone Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify

the Telephone Company. If you fail to promptly direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Telephone Company to do so. The Telephone Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Telephone Company's receipt of such notice from you or us. If the Telephone Company requires that you and/or we sign the Telephone Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature on such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

4. **Indemnification:** You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company.

5. **Binding Effect:** This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

6. **Assignment to Control:** This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company.

7. **Attorney's Fees, Etc.:** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

8. **Severability:** If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms.

9. **Governing Law and Forum:** This Assignment is governed by Florida law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Duval County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

**ASSIGNOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ASSIGNEE:**

**FIREHOUSE OF AMERICA, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS is accepted and agreed to by:**

\_\_\_\_\_  
(TELEPHONE COMPANY)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT G TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
ADDENDUM TO LEASE AGREEMENT**

---

## ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT (this “**Addendum**”) is effective as of \_\_\_\_\_ (the “**Effective Date**”), and is being signed simultaneously with the Lease (the “**Lease**”) dated \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (the “**Franchisee**” or “**Tenant**”) and \_\_\_\_\_ (the “**Landlord**”) for the real property commonly known as \_\_\_\_\_ (the “**Premises**”).

1. **Incorporation and Precedence.** This Addendum is incorporated into the Lease and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Addendum have the meanings as defined in the Lease.

2. **Background.** The Tenant will operate a Firehouse Subs® Restaurant at the Premises under a Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Franchise Agreement**”) with Firehouse of America, LLC (the “**Franchisor**”). By entering into a franchise relationship with the Franchisor, the Tenant has agreed to grant the Franchisor a security interest in the Lease, all of the furniture, fixtures, inventory and supplies located in the Premises as collateral for the payment of any obligation, liability or other amount owed by the Tenant or its affiliates to the Franchisor under the Franchise Agreement. The Franchise Agreement also requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include.

3. **Marks.** The Tenant has the right to display the trademarks and service marks set forth on Exhibit “A” to this Addendum and incorporated by reference herein in accordance with the specifications required by the Franchisor (including, without limitation, signage on buildings or pylons, banners, flags, windows, walls, doors and similar displays (collectively, “**Signage**”). Banners may include “coming soon,” “now hiring,” “now open,” etc., subject only to the provisions of applicable law, for the term of the Lease.

4. **Easement.** The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or replace its Signage or its panel on the pylon sign for the property. The Tenant has the right to change or alter the Signage at any time during the term of the Lease provided the Signage is in compliance with all applicable governmental codes and regulations. The Signage may include: (a) signage on the exterior front wall of the Premises; (b) signage on another exterior portion of the Premises; (c) a separate pylon sign on the property; (d) separate signage on the property, (e) a panel on the pylon sign for the property; and (f) other Signage which may be required by the Franchisor or agreed upon by the Landlord and the Tenant.

5. **Access to Premises.** During the term of the Lease, the Landlord and Tenant acknowledge and agree that the Franchisor will have unrestricted access to the Premises to inspect all of the artwork provided to Tenant in accordance with the Franchise Agreement and located on the Premises (the “**Art**”) and to remove the Art at any time, subject only to the terms of the Franchise Agreement.

6. **Copies of Reports.** The Landlord agrees to provide copies of all revenue and other information and data in Landlord’s possession related to the operation of the Tenant’s Firehouse Subs® Restaurant on a timely basis as the Franchisor may request, during the term of the Lease.

7. **Notice of Default.** The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant or separately if no such notice to Tenant is required) of any alleged defaults under, breaches or violations of the Lease by the Tenant (a “**Default**”). Landlord will deliver such notice by certified mail, return receipt requested, or by nationally recognized overnight

courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time:

Firehouse of America, LLC  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258  
Attention: Franchise Administrator

Such notice will grant the Franchisor the right, but not the obligation, to cure any Default, if the Tenant fails to do so, within 15 days after the later of: (a) the expiration of the period in which the Tenant may cure the Default under the Lease; or (b) the Franchisor's receipt of the notice of Tenant's Default.

8. **Franchisor's Assumption of Lease.** In the event of a default of the Lease by Tenant or the default of the Franchise Agreement by Tenant, and upon written notice by the Franchisor to have the Lease assigned to the Franchisor as lessee (the "**Assignment Notice**"), (i) the Franchisor will become the lessee of the Premises and will be liable for all obligations under the Lease arising after the date of the Assignment Notice and (ii) the Landlord will recognize the Franchisor as the lessee of the Premises effective as of the date of the Assignment Notice.

9. **Default Under Franchise Agreement.** Any Default under the Lease which is not cured by Tenant within any applicable cure period also constitutes grounds for termination of the Franchise Agreement.

10. **Non-Disturbance.** So long as the Lease term continues and the Tenant is not in Default under the Lease, the Tenant's use, possession and enjoyment of the Premises will not be interfered with by any lender of the Landlord or any other person. The Landlord agrees to use its best efforts to obtain prior to commencement of the Lease any documents necessary to ensure the foregoing, including a Subordination, Non-Disturbance and Attornment Agreement or similar agreement.

11. **Franchisor Consent Required.** Neither the Landlord nor the Tenant will cancel, terminate, modify or amend the Lease including, without limitation, the Franchisor's rights under this Addendum, without the Franchisor's prior written consent.

12. **Benefits and Successors.** The benefits of this Addendum inure to the Franchisor and to its successor and assigns, and the Franchisor is a third-party beneficiary of this Addendum with full right, power and authority to enforce its terms.

13. **Remaining Provisions Unaffected.** Those parts of the Lease that are not expressly modified by this Addendum remain in full force and effect.

Intending to be bound, the Landlord and the Tenant sign and deliver this Addendum effective on the Effective Date, regardless of the actual date of signature.

**THE "Landlord":**

**THE "Tenant":**

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**Marks**

**EXHIBIT H TO THE DISCLOSURE DOCUMENT**

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**MANUAL**

**TABLE OF CONTENTS**

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**OPERATIONS MANUAL  
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| <b>TOPIC</b>                      | <b>BEGINNING<br/>PAGE</b> | <b>TOTAL<br/>PAGES</b> |
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| Introduction                      | 2                         | 1                      |
| Chapter 1 - History & Culture     | 4                         | 10                     |
| Chapter 2 - People                | 14                        | 22                     |
| Chapter 3 - Restaurant Operations | 36                        | 36                     |
| Chapter 4 - Profit Management     | 72                        | 19                     |
| Chapter 5 - Restaurant Safety     | 91                        | 56                     |
| Chapter 6 - Marketing             | 147                       | 27                     |
| <br><b>TOTAL PAGES</b>            |                           | <br><b>174</b>         |

We provide access to the Operations Manual only electronically. The pages are based on the number of slides for each topic when converted into PDF format as of the Issuance Date.

**EXHIBIT I TO THE DISCLOSURE DOCUMENT**

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**PRINCIPAL OWNER'S GUARANTY**

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**PRINCIPAL OWNER’S GUARANTY**

This Guaranty must be signed by the principal owners (referred to as “you” for purposes of this Guaranty only) of \_\_\_\_\_ (the “**Business Entity**”) under the Agreement dated \_\_\_\_\_ (the “**Agreement**”) with **FIREHOUSE OF AMERICA, LLC** (“us,” or “our” or “we”).

1. **Scope of Guaranty.** In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers.** Each of you waive: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements.** Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants’, attorneys’, attorney’s assistants’, arbitrators’ and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Duval County, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts and agrees to participate and be bound by the arbitration provisions of the Agreement.

Each of you now sign and deliver this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

**PERCENTAGE OF OWNERSHIP  
INTEREST IN BUSINESS ENTITY**

**GUARANTORS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

**EXHIBIT J TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
PRINCIPAL OWNER'S STATEMENT**

---

**PRINCIPAL OWNER'S STATEMENT**

This form must be completed by the Franchisee ~~and/or Developer ("I," "me," or "my Entity~~ ("Franchisee") if ~~I have~~ Franchisee has multiple owners or if ~~I, or my franchised business,~~ Franchisee is owned by ~~a~~ another/other business organization (~~like~~ such as a corporation, partnership or limited liability company). ~~The~~ Franchisor is relying on the truth and accuracy of this form in ~~entering into~~ awarding the Franchise ~~and/or Development~~ Agreement to ~~me~~ Franchisee.

1. ~~Name of Franchisee:~~ \_\_\_\_\_ 2.  
~~Form of Owner.~~ Franchisee ~~I am~~ is a (check one):

- (a) General Partnership
  - (b) Corporation
  - (c) Limited Partnership
  - (d) Limited Liability Company
  - (e) Other
- Specify: \_\_\_\_\_

~~3.2.~~ **Business Entity.** ~~Franchisee~~ was incorporated or formed on \_\_\_\_\_, \_\_\_\_\_ (date), under the laws of the State of \_\_\_\_\_. ~~I have~~ Franchisee has not conducted business under any name other than ~~my corporate~~ this corporation, limited liability company or partnership name and \_\_\_\_\_ (Entity Name). The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) relative to Franchisee and their positions are listed below:

| <del>Name of Person</del> | <del>Position(s) Held</del> |
|---------------------------|-----------------------------|
| <u>Name of Person</u>     | <u>Position(s) Held</u>     |
|                           |                             |
|                           |                             |
|                           |                             |
|                           |                             |

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

~~4.3.~~ **Owners.** The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

| Owner's Name and Address | Description of Interest | % of Ownership |
|--------------------------|-------------------------|----------------|
|                          |                         |                |
|                          |                         |                |
|                          |                         |                |
|                          |                         |                |
|                          |                         |                |
|                          |                         |                |

**5.3. Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization of Franchisee (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Owner's Statement ~~of Principal Owners~~ is current and complete as of \_\_\_\_\_  
 \_\_\_\_\_, 20\_\_\_\_\_.

**FRANCHISEE:** \_\_\_\_\_ **OWNERS:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**OWNERS:**

\_\_\_\_\_ **INDIVIDUALS:**  
**Individuals:** \_\_\_\_\_ **Corporation, Limited Liability Company or**  
 \_\_\_\_\_ **Partnership:**

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name of Entity)

\_\_\_\_\_ [Signature] By: \_\_\_\_\_

\_\_\_\_\_ (Print Name) Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ [Print Name] \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ [Signature] \_\_\_\_\_ (Name of Entity)

By: \_\_\_\_\_  
(Print Name)  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Name of Entity)

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Name of Entity)

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT K TO THE DISCLOSURE DOCUMENT**

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**ARTICLES OF INCORPORATION OF  
FIREHOUSE SUBS MARKET FUND, INC.**

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H060000931603

**ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION OF  
FIREHOUSE SUBS MARKET FUND, INC.**

**FLORIDA DOCUMENT NUMBER: N03000000753**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation, **FIREHOUSE SUBS MARKET FUND, INC.**, a Florida not for profit corporation (the "Corporation"), adopts the following Articles of Amendment to amend its Articles of Incorporation:

1. **Name of the Corporation.** The current name of the Corporation is Firehouse Subs Market Fund, Inc. and its Florida document number is N03000000753.

2. **Text of the Amendment.** Articles III, IV and XIII of the Articles of Incorporation are amended in their entirety to read as follows:

**Article III – Purposes**

The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing fund of FIREHOUSE SUBS® Restaurants by Firehouse of America, LLC or its successor (the "Franchisor") (the "Fund"); (b) utilize contributions made to the Fund (the "Contributions") for the creation, development, production, broadcast and dissemination of marketing, promotional and advertising of FIREHOUSE SUBS® Restaurants and their products and services and the administration and management of the Corporation; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

**Article IV – Membership**

There are 3 class of membership as follows:

1. **Class A Members:** The Class A Members will consist of all of the owners of franchised FIREHOUSE SUBS® Restaurants ("Restaurant(s)"), who have entered into franchise agreements with the Franchisor and continue to be a party to them. An owner will hold one membership for every FIREHOUSE SUBS® Restaurant in good standing and will have the obligation for assessments and contributions for each Restaurant. Each owner will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be amended by a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If a Restaurant is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Restaurant will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records. Each owner will have 1 vote on all matters coming before the membership for each Restaurant owned. Otherwise, the qualifications, rights and activities of voting members will be as provided in these Bylaws.

H060000931603

FILED  
APR - 7 2006  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



R060000931603

2. **Class B Members:** The Class B Members will consist of all of the area representatives (the "Area Representatives"), who have entered into area representative agreements with the Franchisor and continue to be a party to them. An Area Representative will hold one membership. Each Area Representative will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be amended by the a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If an Area Representative is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Area Representative will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records.

3. **Class C Member:** The Franchisor will be the only Class C Member and will have the same voting rights as a Class A Member with 1 vote on all matters coming before the membership (other than Class A Directors) and the sole right to appoint the Class C Director, and will also have the sole power to authorize dissolution of the Corporation; and the right to vote as a member or a director to resolve a tie as to any deadlock among members or directors. This section can only be changed with the written consent of the Franchisor.

Any franchisee or Area Representative who ceases to be bound under a franchise agreement or area representative agreement with the Franchisor either due to its expiration or termination, will automatically cease to be a member of the Corporation, but will remain liable to the Corporation for any unpaid contributions or other amounts payable to the Corporation at the time membership ceases. Likewise, to the extent the Franchisor or its affiliate has operated FIREHOUSE SUBS® Restaurants and has been a Class A Member, if it ceases to operate any such Restaurant, then its Class A membership with respect to such Restaurant will automatically cease.

4. **Certain Voting Matters:** Notwithstanding any of the foregoing, all voting rights of the Class A Members and Class B Members will be exercised solely by the Franchisor for all purposes whatsoever, and such voting by the Franchisor will be overtaken in accordance with the Bylaws, unless and until: (a) the Franchisor decides in writing otherwise; and/or (b) Florida law authorizes voting by members of nonprofit corporations pursuant to electronic means consistent with the voting and balloting mechanisms that the Franchisor chooses to employ.

#### Article XIII - Amendment

These Articles of Incorporation may be amended, without a vote of the Class A and Class B Members, by a vote of a majority of the Board of Directors and the Class C Member.

3. **Date of Adoption.** The Amendment was adopted as of March 30, 2006.


4. **Manner of Adoption.** The Amendment was adopted by the written consent of all of the Members and all of the Directors of the Corporation. The number of votes cast for the amendment by the Members was sufficient for approval.

R060000931603

H060000931603

IN WITNESS WHEREOF, the President of the Corporation has signed these Articles of Amendment as of March 30, 2006.

**FIREHOUSE SUBS MARKET FUND, INC.**

By:   
Name: Robin Sorenson  
Title: President

H060000931603



H04000252345

ARTICLES OF AMENDMENT  
TO ARTICLES OF INCORPORATION OF  
JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.

FLORIDA DOCUMENT NUMBER: N03000000753

CHANGING CORPORATE NAME

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation, JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC., Florida not for profit corporation (the "Corporation"), adopts the following Articles of Amendment to amend its Articles of Incorporation to change its corporate name:

SECRETARY OF STATE  
TAMMIE L. LORAIN

04 DEC 23 PM 3:27

FILED

1. Current Name of the Corporation. The current name of the Corporation Jacksonville Hottest Subs Marketing Cooperative, Inc. and its Florida document number N03000000753.

2. Text of the Amendment. The amendment is to change the Corporation's corporate name. Accordingly, Article I of the Articles of Incorporation is amended in its entirety to read as follows:

The name of the Corporation is **Firehouse Subs Market Fund, Inc.**


3. Date of Adoption. The Amendment was adopted as of November 16, 2004.

4. Manner of Adoption. The Amendment was adopted by the written consent of all of the Members and all of the Directors of the Corporation. The number of votes cast for the amendment by the Members was sufficient for approval.

IN WITNESS WHEREOF, the President of the Corporation has signed these Articles of Amendment as of November 21, 2004.

*December*

JACKSONVILLE HOTTEST SUBS  
MARKETING COOPERATIVE, INC.

By:   
Name: Robin Sorenson  
Title: President

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ARTICLES OF INCORPORATION  
OF  
JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.

The undersigned, acting as the incorporator(s), adopts these Articles of Incorporation and forms a not for profit corporation (the "Corporation") under the Florida Not for Profit Corporation Act (the "Act"), as follows:

I.  
Name

The name of the Corporation is **Jacksonville Hottest Subs Marketing Cooperative, Inc.**

II.  
Term of Existence

The Corporation's existence commences on the date of the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Corporation will have perpetual existence thereafter.

III.  
Purposes

The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing cooperative fund of FIREHOUSE SUBS® restaurants within the geographic area assigned by Firehouse Restaurant Group, Inc. or its successor (the "Franchisor") (the "Fund"); (b) utilize contributions made to the Fund (the "Contributions") for its members; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

IV.  
Membership

There are only 2 classes of members of the Corporation, voting members and non-voting members.

(a) Voting Members: The voting members will consist of all of the owners of franchised FIREHOUSE SUBS® Restaurants ("Restaurant(s)") located in the area (the "Cooperative Area"), as the Cooperative Area may be modified from time to time in accordance with these Bylaws, who have entered into franchise agreements with the Franchisor and continue to be a party to them. An owner will hold one membership for all FIREHOUSE SUBS® Restaurant in good standing within the Cooperative Area and will have the obligation for assessments and contributions for each Restaurant. If a Restaurant is owned by more than one natural person, or a corporation, partnership, or

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other artificial entity, the voting interest of Restaurant will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Cooperative in its official records. However, each owner will have 1 vote on all matters coming before the membership regardless of the number of Restaurants owned. Otherwise, the qualifications, rights and activities of voting members will be as provided in the Bylaws.

(b) **Non-Voting Members:** The Franchisor will always constitute a member of the Corporation, but will not have voting rights by virtue of this status. However, to the extent the Franchisor owns FIREHOUSE SUBS® Restaurants within the Cooperative Area, it will constitute a voting member to the same extent as any other members that are franchisees. Thus, if the Franchisor owns 2 FIREHOUSE SUBS® Restaurants within the Cooperative Area, then it will have 1 voting membership, in addition to its non-voting membership. As a non-voting member, the Franchisor will not be required to make any Contributions to the Corporation. This section can only be changed with the written consent of the Franchisor.

#### IV. Limitation on Activities

No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to, any member, Director or officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), except: (a) that the member at the time of dissolution or final liquidation will be entitled to share in the distribution of any of the remaining corporate assets; and (b) to the extent that the member (or its affiliates) own or operated restaurants as part of the FIREHOUSE SUBS® franchise system. Nothing in these Articles restricts the Corporation from reimbursing the member for funds furnished or loaned or for services performed.

#### VI. Dissolution

Upon dissolution of this Corporation, or the final liquidation of its assets, whether voluntary or involuntary or by operation of law, except as and to the extent otherwise provided or required by law, the net assets remaining may be distributed only in accordance with the rules governing the Fund; provided, however, that nothing contained in this Article will be construed to prevent a distribution from the net assets of the Corporation to another distributee, otherwise properly made in accordance with the provisions of these Articles and the purposes herein stated, solely by reason of the fact that one or more of the members, officers or directors of the Corporation may be connected or associated with the distributee as a shareholder, member, trustee, director, officer or in any other capacity.

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**VII.  
Principal Office**

The principal office and mailing address of the Corporation is 3410 Kori Road, Jacksonville, Florida 32257.

**VIII.  
Directors**

The Corporation will have 3 directors initially. Directors may be elected, removed from office and hold office as provided in the Bylaws of the Corporation. The number of directors may be increased or decreased from time to time as provided in the bylaws of the Corporation, provided that the Corporation will always have at least 3 directors. The names and addresses of the initial directors of the Corporation, who will serve until their successor(s) are duly elected and qualified, are:

| <u>Name</u>    | <u>Address</u>                                |
|----------------|---|
| Robin Sorensen | 3410 Kori Road<br>Jacksonville, Florida 32257 |
| Chris Sorensen | 3410 Kori Road<br>Jacksonville, Florida 32257 |
| Kelty Harris   | 3410 Kori Road<br>Jacksonville, Florida 32257 |

**IX.  
Initial Registered Office and Agent**

The street address of the initial registered office of the Corporation is c/o Chris Sorensen, 3410 Kori Road, Jacksonville, Florida 32257 and the name of its initial registered agent at such address is Chris Sorensen.

**X.  
Incorporator**

The name and address of the incorporator signing these Articles of Incorporation are:

| <u>Name</u>    | <u>Address</u>                                |
|----------------|---|
| Robin Sorensen | 3410 Kori Road<br>Jacksonville, Florida 32257 |



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**XI.  
Bylaws**

The power to adopt, alter, amend or repeal Bylaws will be vested in the Corporation's Board of Directors. However, the Bylaws and any amendments, modifications or restatement of them will not be valid unless previously approved by the Franchisor.

**XII.  
Indemnification**

The Corporation will indemnify any member, director or officer or any former member, director or officer, to the fullest extent permitted by law.

**XIII.  
Amendment**

These Articles of Incorporation may be amended in the manner provided by law, except that no amendment may be made to these Articles of Incorporation: (a) that will eliminate the right of the Franchisor to be a non-voting member, (b) require the Franchisor to pay contributions by virtue of such non-voting membership, or (c) limit the Franchisor's rights otherwise than in accordance with Article IV; or (d) without the Franchisor's written consent.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on December 16, 2002.



Robin Sorensen, Incorporator



**ACCEPTANCE BY REGISTERED AGENT**

I accept the appointment as Registered Agent of **JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.** to accept service of process on its behalf, at the place designated in its Articles of Incorporation. I am familiar with, and accept, the obligations of my position as registered agent as provided for in the Act

Dated as of: December 16, 2002

  
CHRIS SORENSEN

FILED  
2003 JAN 29 AM 8:32  
FBI - JACKSONVILLE

**EXHIBIT L TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
AMENDED AND RESTATED  
BYLAWS OF FIREHOUSE SUBS MARKET FUND, INC.**

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**AMENDED AND RESTATED BYLAWS**

**OF**

**FIREHOUSE SUBS MARKET FUND, INC.**  
**f/k/a JACKSONVILLE HOTTEST SUBS MARKETING COOPERATIVE, INC.**

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Adopted 2014

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**AMENDED AND RESTATED  
BYLAWS OF  
FIREHOUSE SUBS MARKET FUND, INC.  
f/k/a JACKSONVILLE HOTTEST SUBS MARKETING CORPORATION, INC.**

**ARTICLE 1  
Offices**

**Section 1.1 Registered and Principal Office.** The registered office of **FIREHOUSE SUBS MARKET FUND, INC.** (the "**Corporation**") is currently located at 3410 Kori Road, Jacksonville, Florida 32257. The initial principal office of the Corporation will be located at 3410 Kori Road, Jacksonville, Florida 32257.

**Section 1.2 Other Offices.** The Corporation may have offices at such other place or places within or without the State of Florida as the Board of Directors may from time to time establish.

**Section 1.3 Registered Agent for Service of Process.** The Corporation's Board of Directors will have the right to designate a registered agent for service of process, who may be an individual or a corporation. The registered agent so designated will serve until a successor is elected by the Board of Directors.

**ARTICLE 2  
Powers and Purposes**

**Section 2.1 Powers.** The Corporation will have all of the powers accorded not for profit corporations under the Florida Not For Profit Corporation Act (the "**Act**"). The Corporation will utilize such powers to engage in any lawful activity which is consistent with its purposes as set forth in the Articles of Incorporation.

**Section 2.2 Purposes.** The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing fund of FIREHOUSE SUBS® Restaurants by Firehouse of America, LLC or its successor (the "**Franchisor**") (the "**Fund**"); (b) utilize contributions made to the Fund (the "**Contributions**") for the creation, development, production, broadcast and dissemination of marketing, promotional and advertising of FIREHOUSE SUBS® Restaurants and their products and services and the administration and management of the Corporation; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

**Section 2.3 Not for Profit Status.** The Corporation is not organized, nor will it be operated, for profit. No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to, any member, Director or officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), except that the existing member at the time of

dissolution or final liquidation will be entitled to share in the distribution of any remaining corporate assets.

**Section 2.4 Use of Trademarks.** The Corporation recognizes that its activities will necessarily involve the trademarks, service marks, logos, designs (the “**Marks**”) of the Franchisor. Recognizing the Franchisor’s interest in its Marks and all advertising and promotional materials and the fact that all franchisee advertising and marketing materials must be approved by the Franchisor prior to use, the Corporation agrees that it will only create, produce or place any graphic material, verbal messages, advertising or promotional materials that: (a) have been preapproved by the Franchisor; and (b) that otherwise comply with the franchise agreements for the FIREHOUSE SUBS® system in effect from time to time. Furthermore, the Corporation will not produce, create, place or implement any advertising, marketing or promotional materials that would not be consistent with, disparaging of or detrimental to the goodwill associated with the FIREHOUSE SUBS® trade name, the Marks and the image of the chain. Finally, all activities, strategies and programs to be undertaken by the Corporation will not be taken unless and until approved by the Franchisor.

### **ARTICLE 3** **Members**

**Section 3.1 Members.** There are only 3 classes of members of the Corporation, Class A Members, Class B Members and Class C Members:

A. **Class A Members:** The Class A Members will consist of all of the owners of franchised FIREHOUSE SUBS® Restaurants (“**Restaurant(s)**”), who have entered into franchise agreements with the Franchisor and continue to be a party to them. An owner will hold one membership for every FIREHOUSE SUBS® Restaurant in good standing and will have the obligation for assessments and contributions for each Restaurant. Each owner will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be amended by a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If a Restaurant is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Restaurant will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records. Each owner will have 1 vote on all matters coming before the membership for each Restaurant owned. Otherwise, the qualifications, rights and activities of voting members will be as provided in these Bylaws.

B. **Class B Members:** The Class B Members will consist of all of the area representatives (the “**Area Representatives**”), who have entered into area representative agreements with the Franchisor and continue to be a party to them. An Area Representative will hold one membership. Each Area Representative will have one vote on all matters coming before the membership, except that the Bylaws will only be adopted, altered, amended or repealed and the Articles of Incorporation may only be

amended by the a majority vote of the Board of Directors and the Class C Member and the Corporation may only be dissolved by the Class C Member. If an Area Representative is owned by more than one natural person, or a corporation, partnership, or other artificial entity, the voting interest of Area Representative will be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Corporation in its official records.

C. **Class C Member:** The Franchisor will be the only Class C Member and will have the same voting rights as a Class A Member with 1 vote on all matters coming before the membership (other than Class A Directors) and the sole right to appoint the Class C Director, and will also have the sole power to authorize dissolution of the Corporation; and the right to vote as a member or a director to resolve a tie as to any deadlock among members or directors. This section can only be changed with the written consent of the Franchisor.

Any franchisee or Area Representative who ceases to be bound under a franchise agreement or area representative agreement with the Franchisor either due to its expiration or termination, will automatically cease to be a member of the Corporation, but will remain liable to the Corporation for any unpaid contributions or other amounts payable to the Corporation at the time membership ceases. Likewise, to the extent the Franchisor or its affiliate has operated FIREHOUSE SUBS® Restaurants and has been a Class A Member, if it ceases to operate any such Restaurant, then its Class A membership with respect to such Restaurant will automatically cease.

**Section 3.2 Enrollment.** Notwithstanding any of the foregoing, no Member will be enrolled as a Member of the Corporation and will not have any rights as a Member unless and until it has signed a membership agreement with the Corporation.

**Section 3.3 Entity Membership.** For all membership purposes, any business entity (corporation, partnership, limited liability company, etc.) and its owners are deemed a single Member.

**Section 3.4 Members in Good Standing.** A Member will be in good standing as long as it is not delinquent for a period in excess of 30 days in the payment of any contribution or other monetary obligation to the Corporation. Loss of membership and good standing (delinquency in paying contributions) will not relieve the Member of the obligation to make contributions to the fund when due.

**Section 3.5 Delinquent Members**

A. Any Member who is delinquent in paying contributions will be considered a Delinquent Member.

B. The voting rights and other membership privileges of a Delinquent Member will be suspended as long as the Member remains a Delinquent Member. In order to



retain good standing status, a Delinquent Member must pay all amounts due the Corporation.

**Section 3.6** **Voting.** Each owner of a FIREHOUSE SUBS® Restaurant has one vote, for each FIREHOUSE SUBS® Restaurant owned and each Area Representative has one vote on any matter on which Members are granted a voting privilege under the Articles of Incorporation, these Bylaws or any applicable State Statute. There is no cumulative voting for Directors or on any other matter.

**Section 3.7** **Annual Meeting of the Members.** The annual meeting of the Members for the transaction of such other business as may properly come before the meeting will be held at such time and place as the Board of Directors may determine, provided that the Board of Directors may by resolution and for convenience designate any meeting of the Members, or any action taken by the Members without a meeting pursuant to and as permitted by the Act, as the annual meeting of the Members in lieu of the annual meeting as provided for by these Bylaws.

At each annual meeting, the Members, in addition to any other business to be considered, must elect the Directors who will serve until their successors are elected and qualified; provided, however, that the Members, during an annual meeting or during a special meeting called for such purpose, may add or remove, with or without cause, Directors.

The notice of the annual meeting of Members, except as otherwise required by law, the Articles of Incorporation or these Bylaws, need not state the matters to be considered at such meeting.

**Section 3.8** **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by the laws of the State of Florida, or by the Articles of Incorporation, may be called on the written request of (i) the Franchisor, or (ii) a majority of the Board of Directors; or (iii) Members constituting ¼ of the Class A Members in good standing. However, a special meeting of the Members called by 1/4 of the Class A Members of record of the Corporation entitled to vote, must first submit the issue proposed to be considered at the proposed special meeting to the Board of Directors and fully describing the purpose or purposes for which it is to be held. Requests for a special meeting must state the purpose or purposes of the proposed meeting. The notice of any special meeting of the Members, except one specified as the annual meeting, must state the purpose or purposes for which the meeting is called. The special meeting will be devoted exclusively to the purposes described in the notice and no other business or issues will be conducted or addressed.

**Section 3.9** **Place of Meeting.** All meetings of the Members will be at such places as will be determined from time to time by the Board of Directors of the Corporation.

**Section 3.10** **Notice of Meetings.** Written or electronic notice of each meeting of the Members stating the place, day and hour thereof, must be delivered to each Member of record entitled to vote at such meeting and to the Franchisor, personally or by telephone, telegram, cablegram, first class mail, confirmed facsimile transmission, e-mail or any other means of

personal delivery providing evidence of actual delivery; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the Members at the Members' address, as they appear in the records of the Corporation, with postage thereon prepaid. Notice must be given by or under the direction of the Secretary, or the officer or persons calling the meeting not more than 60 nor less than 10 days before the date of the meeting; provided that oral notice to the Member may be given in lieu of written notice so long as the party giving the notice to the Member files with the Corporation a written statement of the date, time, place and manner of the oral notice. No notice need be given of the time and place of reconvening of any adjourned meeting, if the time and place to which the meeting is adjourned are announced at the adjourned meeting.

**Section 3.11 Waiver of Notice.** A written waiver of notice signed by any Member, whether before or after any meeting, shall be equivalent to the giving of timely notice to said Member. Attendance of a Member at a meeting constitutes a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Member need be specified in any written waiver of notice.

**Section 3.12 Closure of Books and Fixing of Record Date.** For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members or any adjournment thereof, the Board of Directors may provide that the books will be closed for a period of not less than 3 and not more than 30 days immediately preceding such meeting. If the books are not closed and no record date is fixed by the Board of Directors, the date on which notice of the meeting is mailed will be the record date for the determination of Members entitled to notice and to vote.

**Section 3.13 Quorum.** Except as otherwise required by the Act, the Articles of Incorporation or these Bylaws, the presence, in person or by duly appointed proxy, of Members holding a majority of the votes will constitute a quorum at all meetings of the Members. In case a quorum is not present at any meeting, a majority of the Members present in person or by duly appointed proxy, will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place to which the meeting is adjourned, until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those Members entitled to vote at the meeting as originally noticed will be entitled to vote at any adjournment or adjournments thereof.

**Section 3.14 Voting.** Every Member will be entitled at each Members' meeting and upon each matter presented at such meeting, in person or by duly appointed proxy, to one vote, for each Area Representative and one vote for each of the Restaurants owned by such Member. The list of Members must be produced at any Members' meeting upon the request of any Member. Upon the demand of the Class C Member only, the vote upon any question before the

meeting must be by written ballot. Except as otherwise provided by these Bylaws, by the Act, or by the Articles of Incorporation, all matters will be decided by a majority of the votes cast on such matters. Delinquent Members will not be entitled to vote at membership meetings. Any dispute regarding the good standing of a Member and its right to vote at a membership meeting will be determined conclusively by the Chairman of the meeting, which will be final and binding. Notwithstanding any of the foregoing, all voting rights of the Class A Members and Class B Members will be exercised solely by the Franchisor for all purposes whatsoever, and such voting by the Franchisor will be undertaken in accordance with these Bylaws, unless and until: (a) the Franchisor decides in writing otherwise; and/or (b) Florida law authorizes voting by members of nonprofit corporations pursuant to electronic means consistent with the voting and balloting mechanisms that the Franchisor chooses to employ. The Franchisor will vote on behalf of the Class A Members and Class B Members in a manner to as closely approximate the purposes of these Bylaws. The intent of this provision to allow the Franchisor to vote on behalf of the Class A Members and Class B Members and enable the Class A Members and Class B Members to exercise their vote by electronic means for their convenience and for the efficient administration and management of the Corporation and its governance. The Franchisor is authorized to establish and develop whatever electronic voting and balloting procedures and systems that it considers appropriate or desirable and to conduct elections and voting among the Members using those procedures. The Class A Members and Class B Members fully authorize the Franchisor to do so and release any claim they may have against the Franchisor for its good faith utilization of such electronic and voting means and release it from liability for doing so as long as it exercises its good faith business judgment in developing and establishing those procedures. The Franchisor will assess the results of such voting and elections and vote the interests of the Class A Members and Class B Members consistent with the results of such electronic balloting procedures. At any time, at the Franchisor's option, it has the right to: (a) stop, discontinue, cancel, suspend, postpone, reinstitute or substitute any electronic voting, balloting and election mechanism; and/or (b) stop exercising its right to vote on behalf of the Class A Members and Class B Members (or either one of them) and revert to the other voting mechanisms described in these Bylaws. At such time as Florida law, in the opinion of Franchisor's counsel, authorizes electronic voting and elections through means acceptable and consistent with those established and developed by the Franchisor, then the Franchisor will stop voting on behalf of the Class A Members and Class B Members, and such Members will be entitled to vote otherwise in accordance with these Bylaws.

**Section 3.15 Proxies.** Every Member entitled to vote at any meeting of Members may, by an appointment form (or "proxy") executed in writing by himself or his attorney in fact, authorize another person or persons to act for him by proxy, and to vote at any such meeting or adjournment thereof. An executed telegram, e-mail or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, is a sufficient appointment form (in the case of e-mail, the Secretary may specify rules for authentication). In the event that any instrument will designate two or more persons to act as proxy, a majority of such persons present at the meeting, or, if only one be present, that one will have all the powers conferred by the instrument upon all the persons so designated unless the instrument will otherwise provide; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting

will be prorated. Said instrument appointing a proxy must be filed with the Secretary of the Corporation before or at the meeting at which the proxy is to exercise his authorization. No proxy will be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy, provided that revocation of an instrument appointing a proxy may be accomplished at any time by any one of the following methods:

A. personal attendance by the Member at a meeting for which said Member previously executed an instrument appointing a proxy;

B. filing with the Secretary of the Corporation an instrument specifically revoking the prior appointment; or

C. filing with the Secretary of the Corporation a duly executed instrument appointing a proxy different from a proxy appointed in a previously executed and otherwise effective instrument.

**Section 3.16 Action Without Meeting.** Any action of the Members of the Corporation may be taken without a meeting, without prior notice and without a vote, if one or more consents in writing, setting forth the action so taken, are signed by the Members having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Electronic signatures are acceptable and will constitute consents in writing. Such consents must be delivered to the Corporation in the manner required by the Act. Neither the Articles of Incorporation nor these Bylaws will be construed, interpreted or deemed to have, in any way, limited or prevented the utilization of the ability to take written action in lieu of formal meetings as may be permitted by the Act.

**Section 3.17 Organization.** Meetings of the Members must be presided over by the President, or if he is not present, by the Vice President, if a Vice President has been elected, or if neither the President nor the Vice President is present, then by a chairman to be chosen by a majority of the Members entitled to vote who are present in person at the meeting. The Secretary of the Corporation, or in his absence, the Assistant Secretary, will act as secretary of every meeting, but if neither is present, the Members entitled to vote who are present in person may choose any person present to act as secretary of the meeting. Copies of minutes of all meetings and of all written actions in lieu of meetings must be provided to the Franchisor and the Area Representative.

At all meetings of the Members the order of business will be as follows:

- (1) Calling meeting to order.
- (2) Proof of notice of meeting and determination of quorum.
- (3) Reading and disposing of minutes of previous meeting.
- (4) Announcement of purposes for the meeting.
- (5) Reports of officers.
- (6) Reports of committees.

- (7) Unfinished business.
- (8) New business, including election of Directors if an annual meeting.
- (9) Adjournment.

**Section 3.18 Member Meetings by Telephone.** Any Member may participate in a Members' meeting, or may conduct a Members' meeting through the use of, any means of communication enabling all persons participating in the meeting to hear each other at the same time during the meeting. Participation by such means will constitute presence in person at a meeting.

#### **ARTICLE 4** **Directors**

**Section 4.1 Number.** There will be at least 3 Directors on the Board. From time to time, the exact number of Directors may be determined by the Class C Member, but never less than 3 and never an amount less than as otherwise required by the Act. The current Board of Directors will consist of 13 Directors: 9 Class A Directors, 3 Class B Directors and 1 Class C Director. The Franchisor will divide the U.S.A. into 6 geographical regions (each, a "**Region**"), and may change the geographic makeup of the Regions from time to time as it determines appropriate in order to achieve reasonable approximation of proportionate representation of Class A Members. The current 6 Regions are shown on the attached Exhibit "A."

A. The Class A Directors will be nominated by the Class C Member and elected by a majority vote of Class A Members each for a 3-year term; except that no Class B Member who owns a Restaurant, or its affiliate, may be a Class A Director. The 9 Class A Directors will consist of: (1) 1 director from each Region; and (2) 3 directors from any Region (an "**At-Large Director**"). No Class B or Class C Members may serve as a Class A Director. Immediately upon approval of these Amended and Restated Bylaws, the Class A Directors will be elected as follows for the terms indicated: Southeast Region - 3-year term; Central Region - 2-year term; Southwest Region - 1-year term; West Region - 3-year term; Mid-Atlantic Region - 2-year term; Northeast Region - 1-year term; 1 At-Large Director - 3-year term; 1 At-Large Director - 2-year term; and 1 At-Large Director - 1-year term.

B. The Class B Directors will be nominated by the Class C Member and elected by a majority vote of Class B Members each for a 3-year term.

C. The Franchisor will appoint the Class C Director who will be an officer or executive of the Franchisor.

**Section 4.2 Vacancies.** Whenever a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or the removal of 1 or more Directors, it may be filled by: (a) for Class A Directors, by the affirmative vote of a majority of the remaining Class A Directors even if the remaining Class A Directors constitute less than a quorum, for the remainder of the term; (b) for Class B Directors, by the affirmative vote of a majority of the remaining Class B Directors even if the remaining Class B Directors

constitute less than a quorum, for the remainder of the term; and (c) for Class C Director, by the Class C Member .

#### **Section 4.3    Removal of Directors.**

A. Any Class A Director may be removed with or without cause by vote of a majority of the Class A Members and the Class C Member at a membership meeting or by written action in lieu of meeting signed by the Class C Member and the Class A Members having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Class A Members entitled to vote thereon were present and voted.

B. Any Class B Director may be removed with or without cause by vote of a majority of the Class B Members and the Class C Member at a membership meeting or by written action in lieu of meeting signed by the Class C Member and the Class A Members having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Class A Members entitled to vote thereon were present and voted.

C. The Class C Director may be removed by the Class C Member, who may remove any of them at any time, with or without cause.

#### **Section 4.4    Qualification**

A. **Class A Directors:** Each director must be either a Class A Member, or an owner, officer or director of a Class A Member that is a business organization. However, any director serving on the Board of Directors will be automatically suspended at any time during which it or the business organization Class A Member for which it is associated is not in good standing. In addition, Directors will be automatically removed as Directors if, at any time, the Member with which they are associated is expelled from membership or is no longer a franchisee of the Franchisor either because the franchise agreement has expired or it has been terminated or transferred.

B. **Class B Directors:** Each director must be either a Class B Member, or an owner, officer or director of a Class B Member that is a business organization. However, any director serving on the Board of Directors will be automatically suspended at any time during which it or the business organization Class B Member for which it is associated is not in good standing. In addition, Directors will be automatically removed as Directors if, at any time, the Member with which they are associated is expelled from membership or is no longer a franchisee of the Franchisor either because the franchise agreement has expired or it has been terminated or transferred.

C. **Class C Directors:** The Class C Member will determine the qualifications of the Class C Directors as it sees fit.

**Section 4.5 Terms.** Directors will hold office for 3 years (except as otherwise provided in these Bylaws) and until their respective successors are duly elected and qualified or until there is a decrease in the number of Directors.

**Section 4.6 Resignation.** Any director may resign at any time. Such resignation will be made in writing and will take effect upon its delivery to the President or the Board of Directors or its Chairman.

**Section 4.7 Powers.** The business of the Corporation will be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not prohibited by the Act, by the Articles of Incorporation or by these Bylaws.

**Section 4.8 Meetings.** The Board of Directors of the Corporation may hold meetings, whether annual or special, either within or without the State of Florida.

The annual meeting of the Board of Directors, for the purpose of electing officers and transacting such other business as may be brought before the meeting, will be held at such time and place as the Board of Directors may determine. The Board of Directors may by resolution provide for the time and place of other regular meetings, and no notice of such regular meetings need be given.

All other meetings of the Board may be called on the written request of (i) the Franchisor, or (ii) any Director or (iii) 25% or more of Members in good standing, at such time and place as may be stated in such request.

**Section 4.9 Notice of Special Meetings.** Written notice of the place, day and hour of any special meeting of the Board of Directors must be given by or under direction of the Secretary, to each director at least 2 days before the meeting; provided, however, that oral notice may be given to Directors in lieu of written notice so long as the party giving the notice to the Directors files with the Corporation a written statement of the date, time, place and manner of the oral notices. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors, need be stated in the notice or waiver of notice of such meeting.

**Section 4.10 Action Without a Meeting.** Any action required to be taken, or which may be taken, at a meeting of the Board of Directors or a Committee thereof, may be taken without a meeting, if a consent in writing, setting forth the action so to be taken, is signed by all of the Directors entitled to vote, or all of the members of the Committee who are entitled to vote, as the case may be. Such consent will have the same effect as a unanimous vote. Electronic signatures will constitute consent in writing.

**Section 4.11 Quorum and Voting.** At all meetings of the Board, a majority of the Directors then in office will constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting where a quorum is present will be the act of the Board of Directors, except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws. If at any meeting of the Board of Directors there is less than a

quorum present, a majority of those present may adjourn the meeting, without further notice, from time to time and place to place until a quorum will have been obtained.

**Section 4.12 Organization.** The President of the Corporation will act as Chairman and the Secretary will act as Secretary at all meetings of the Board.

**Section 4.13 Committees.** The Class C Member has the right to appoint at least one member of any committee.

**A. Executive Committee.**

(1) *Creation.* The Board of Directors may, by resolution adopted by a majority of the full Board, designate two or more of their number to constitute an Executive Committee.

(2) *Action and Powers.* In addition to the disabilities under the Act, and the other provisions of these Bylaws and the Articles of Incorporation regarding extraordinary voting requirements of the Board of Directors, the Executive Committee will not have the power to:

- (a) amend the Articles of Incorporation;
- (b) adopt a plan of merger, consolidation, recapitalization or other form of reorganization;
- (c) sell, lease, exchange or otherwise dispose of all or substantially all of the property and assets of the Corporation; or
- (d) adopt a plan of voluntary dissolution of the Corporation.

(3) *Report of Executive Committee.* The Executive Committee will cause a report of its actions to be distributed to the remaining members of the Board of Directors within 7 days of taking such actions and will cause such report to be filed with the minutes of the proceedings of the Board of Directors.

**B. Other Committees.** The Board may from time to time appoint such other committees and delegate such duties and powers thereto as it may deem advisable, provided that no delegation of power to such other committees may include any of the powers excluded under this Article. Each committee must have 2 or more members who serve at the pleasure of the Board of Directors.

**C. Committees Generally.** Each committee must elect its own chairman (unless a chairman has been designated by the Board of Directors) and may hold regular meetings without notice. Special committee meetings may be called by the chairman of



the committee or by the Board and notice of any special meeting must be given in the manner provided hereinabove for notice of special meetings of the Board of Directors. Quorum and voting requirements and the term, removal, and resignation bylaws applicable to the Board of Directors will apply to Committees. Each committee must keep regular minutes of its proceedings and report the same to the Board of Directors.

**Section 4.14 Compensation.** Directors must not receive any stated salary or compensation for their services as Directors or as members of committees. The Board may authorize reimbursement of expenses advanced by any director or committee member that have been pre-approved by the Franchisor. Nothing herein contained will be construed to preclude any director from serving the Corporation in any capacity as an officer, agent, or otherwise, but no compensation will be paid for such services.

**Section 4.15 Attendance by Telephone.** Any member or members of the Board of Directors or an Executive Committee or other committee will be deemed present and voting at a meeting of such Board or Committee if said member or members participate in the meeting by means of a conference telephone or other communications equipment enabling all persons participating in the meeting to hear each other at the same time. Participation by such means will constitute presence in person at a meeting.

## **ARTICLE 5** **Officers**

**Section 5.1 Officers.** The officers of this Corporation will consist of a President, a Secretary and a Treasurer, and may consist of such other officers, including but not limited to 1 or more Vice Presidents, Assistant Secretaries and Assistant Treasurers with such titles, powers and duties as may be prescribed from time to time by the Board of Directors. They will be elected by the Board of Directors at its annual meeting,

**Section 5.2 Term of Office; Vacancies.** Each officer must hold office for one year and until such officer's successor is duly elected and qualified. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors, except the President.

**Section 5.3 Removal of Officers.** Any officer may be removed at any time with or without cause by action of the Board of Directors by the affirmative vote of 2/3 of the Directors then in office. Election or appointment of an officer will not of itself create contract rights. This provision will not prevent the making of a contract of employment for a definite term with any officer and will have no effect upon any cause of action which any officer may have as a result of removal in breach of a contract of employment.

**Section 5.4 Resignations.** An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending

vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date of the pending vacancy.

**Section 5.5 Compensation.** No compensation will be paid to any officer or director of the Corporation, except the Board of Directors may reimburse the officers and directors for expenses that have been established in a budget approved by the Board and the Franchisor. Any variances in the budgeted amounts must be pre-approved by the Franchisor.

**Section 5.6 Refund of Payment.** In the event that the Internal Revenue Service disallows, in whole or in part, the deduction by the Corporation as an ordinary and necessary business expense of any payment made to an officer of the Corporation, whether as salary, commission, bonus or other form of compensation or as interest, rent or reimbursement of expenses incurred by such officer, such officer must reimburse the Corporation to the full extent of such disallowance. The Board of Directors of the Corporation will have the duty to require each such officer to make such reimbursement, and it will be the legal duty of each such officer thus to reimburse the Corporation.

**Section 5.7 Powers and Duties.**

A. **In General.** The officers of the Corporation will have such powers and duties as generally pertain to their respective offices, including the powers and duties provided by these Bylaws, as well as such powers and duties as from time to time may be conferred by the Board of Directors.

B. **President.** The President will:

- (1) preside at all meetings of the Board of Directors;
- (2) present at each annual meeting of the Directors a report of the condition of the business of the Corporation;
- (3) cause to be called regular and special meetings of the Directors in accordance with these Bylaws;
- (4) sign and make contracts and agreements in the name of the Corporation;
- (5) see that the books, reports, statements and certificates required by statute are properly kept and filed according to law;
- (6) sign notes, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn on behalf of the Corporation;
- (7) have the power to hire and fire and approve compensation and other employment terms for such employees as he or she deems advisable, except that

the President may delegate the duty to supervise all employees of the Corporation to the Class C Director (for convenience, such employees may be joint employees of the Corporation and the Franchisor or its affiliates, and the Corporation will reimburse the other joint employer for all payroll and related expenses associated with employees); and

(8) have general charge of and control over the affairs of the Corporation and perform all the duties incident to such position and office, including the purchase by the Corporation of tangible or intangible assets, the enforcement of these Bylaws and all other things which the President is required to do by law.

**C. Vice President.** The Vice President, if any, will:

(1) in the absence or disability of the President, perform the duties and exercise the powers of the President; and

(2) perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

**D. Secretary.** The Secretary will:

(1) prepare the minutes of the meetings of the Board of Directors and keep the minutes in appropriate permanent books of record;

(2) give and serve all notices of the Corporation;

(3) be the custodian of the records and of the seal, and affix the latter when required, and authenticate records of the Corporation when required;

(4) keep the transfer books in the manner prescribed by law; and

(5) attend to all correspondence and perform all the duties incident to the office of the Secretary.

**E. Treasurer.** The Treasurer will:

(1) keep accounts of and have the care and custody of and be responsible for all the funds and securities of the Corporation;

(2) deposit all such funds in the name of the Corporation in such bank or banks, trust company or trust companies, or safe deposit vaults as the Board of Directors may designate;

(3) exhibit, at times required by law or these Bylaws, the corporate financial books and accounts to any director upon application at the office of the Corporation during business hours;

(4) render a statement of the condition of the finances of the Corporation (at each regular meeting of the Board of Directors, and at such other times as it will be required of the Treasurer) and a full financial report at the annual meeting of the Directors;

(5) keep at the office of the Corporation current books of account of all of its business transactions and such other books of account that the Board of Directors may require; and

(6) do and perform all other duties pertaining to the office of the Treasurer.

Provided, however, that the Franchisor will be responsible for collecting the Co-op contributions from the Class A Members, will maintain the financial records and budgets of the Corporation, and will be solely responsible for the disbursement of funds to pay approved expenses of the Corporation. The Franchisor has the right to be reimbursed for these services.

**F. Assistant Secretary and Assistant Treasurer.** The Assistant Secretary or Assistant Secretaries and the Assistant Treasurer or Assistant Treasurers will, in the absence or disability of the Secretary, or Treasurer, respectively, perform the duties of such officer and generally assist, in the case of an Assistant Secretary, the Secretary, or an Assistant Treasurer, the Treasurer.

**Section 5.8 Delegation of Duties.** In the case of the absence or disability of any officer of the Corporation or for any other reason deemed sufficient by a majority of the Board, the Board of Directors may delegate such officer's respective powers or duties to any other officer or to any director or agent of the Corporation for a specified period or until said delegation is revoked by the Board of Directors, provided that such delegation is otherwise permitted by law and by the Articles of Incorporation and these Bylaws.

## **ARTICLE 6** **Contributions**

**Section 6.1 Contributions.** Class A Members will contribute to the Corporation such amounts as required by their franchise agreements in the time, manner and method specified. The Class B Members will contribute to the Corporation such amounts as required by their area representative agreements. The Board of Directors will determine from time to time the amount of any additional contributions to be paid to the Corporation by its Members consistent with the franchise agreements and/or area representative agreements. The amount of the additional contributions will generally be uniform among Members except in situations in which Members are located in remote areas and, in the reasonable business judgment of the Board and the

Franchisor will not benefit from the Corporation's marketing, promotional and advertising activities as other Members, subject to the Franchisor's written approval. The Board of Directors will only make such determination if it reasonably believes that the level of benefits will be significantly less favorable to such remote Members as compared to the other Members. Otherwise, contributions for Members will be uniform.

**Section 6.2** **Payment of Contributions.** The Board of Directors will set the dates and method of payment for contributions consistent with the franchise agreements and/or area representative agreements. However, new Members will not have to pay their contributions until after their FIREHOUSE SUBS® Restaurants or area representative businesses have opened for business.

**Section 6.3** **Default in Payments.** The Franchisor will set up policies and procedures for dealing with situations in which Members have not timely paid contributions. The Franchisor may set interest rates and fees to offset administrative expenses, collection costs, etc. for delinquent payments. The Franchisor may also set policies for expelling Delinquent Members after a period of time. Nevertheless, in any event, no Member may be expelled except upon a vote or consent of the Franchisor, otherwise in accordance with these Bylaws.

**Section 6.4** **Limits on Contributions.** Contributions will never be less than the amount required by the franchise agreements and/or area representative agreements; and never less than 2% of Gross Sales. Gross Sales will have the meaning stated in the franchise agreements. Nevertheless, the Board of Directors may temporarily waive the obligation of any Member to make contributions to the Corporation to the extent and upon the conditions it adopts from time to time as long as those conditions are generally available and applicable to all Members and will not discriminate in favor of or against any Member or group of Members. However, notwithstanding the foregoing, the Board of Directors may establish a separate contribution rate or level for Members whose FIREHOUSE SUBS® Restaurants and/or area representative businesses are located in a remote area if, in their business judgment, such FIREHOUSE SUBS® Restaurants or area representative businesses would not receive the same amount of benefit from the promotional, advertising or marketing activities sponsored by the Corporation. Such variations may be on a case-by-case basis or annually, and only if the Franchisor has approved them. The Corporation will use the accounting system prescribed by the Franchisor. The Corporation will give full and complete access to all of its books and records at all times to its Members, Directors, and officers, and to the Franchisor .

## ARTICLE 7

### Notices

**Section 7.1** **Recording.** Whenever these Bylaws require notice to be given to Members, Directors, or committee members, proof of such notice whether given by mail, e-mail, telecopy, telephone, telegraph, cablegram or by personal contact will be recorded and filed by the Secretary in the minute book and incorporated into the minutes for the meeting to which such notice pertains.

**Section 7.2 Waiver.** Whenever any notice of a meeting is required to be given under the provisions of the Act, of the Articles of Incorporation, or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, either before, at or after the meeting, will be deemed equivalent to such required notice. Attendance of a person entitled to notice at a meeting will also constitute a waiver of notice of such meeting; provided, however, that such attendance will not constitute such a waiver if said person attends said meeting solely for the purpose of, and limits his participation at the meeting to, objecting to the transaction of any business because the meeting is not lawfully called or convened and states such objection at the beginning of the meeting.

## **ARTICLE 8**

### **Designated Financial Agents, Signatures and Seal**

**Section 8.1 Designated Financial Agents.** All funds of the Corporation will be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Franchisor may from time to time designate and will be drawn out on checks, drafts or other order signed on behalf of the Corporation by such person or persons as the Franchisor may from time to time designate.

**Section 8.2 Other Agreements.** Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and instruments must be signed on behalf of the Corporation by the President or by such other officer, officers, agent or agents as the Board of Directors may from time to time by resolution provide.

## **ARTICLE 9**

### **Amendments of Bylaws**

The Bylaws may be altered, amended or repealed by a majority of the Directors and the Class C Member.

## **ARTICLE 10**

### **Indemnification**

**Section 10.1 Indemnification in Proceedings Other Than Actions by, or in the Right of, the Corporation.** The Corporation will indemnify any person who was or is a party to any proceedings (other than an action by, or in the right of, the Corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, committee member, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if the indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

**Section 10.2 Indemnification of Persons Parties to a Proceeding by or in the Right of the Corporation.** The Corporation will indemnify any person who was or is a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as the director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification may be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation. Provided, however, that no indemnification may be made hereunder in respect of any claim, issue, or matter as to which such person has been adjudged to be liable, unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper.

**Section 10.3 Mandatory Indemnification.** To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any proceeding referred to in Sections 10.01 and 10.02 above, or in defense of any claim, issue or matter therein, he must be indemnified against expenses actually and reasonably incurred by him in connection therewith.

**Section 10.4 Authorization of Indemnification is Required.** Any indemnification under Sections 10.01 and 10.02, unless pursuant to a determination by a court, may be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.01 or 10.02. Such determination must be made pursuant to any procedures outlined by the Act, if any.

**Section 10.5 Additional Conditions to Indemnification.** The Board, by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding to which the indemnification relates, may impose such additional conditions, subject to the approval of the Franchisor, upon any form of indemnification as the Board may deem appropriate, including, but not limited to, the right to assume the defense in appropriate circumstances, the right to select the attorney representing the indemnified person and the right to settle.

**Section 10.6 Payment of Expenses.** Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon a preliminary determination following the procedures set forth in Section 10.04 that such indemnified person meets the applicable standard of conduct referred to therein and subject to any conditions imposed by the Board pursuant to this Article and the prior receipt by the Corporation of an

undertaking satisfactory in form and substance to the Corporation that such person will promptly repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Corporation as authorized in this Article 10.

**Section 10.7 Indemnification Disallowed in Certain Circumstances.** The indemnification provided pursuant to this article may not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

A. a violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

B. a transaction from which the director, officer, employee or agent derived an improper personal benefit;

C. in the case of a director, a circumstance under which the Director would be liable to the Corporation under the Act; or

D. willful misconduct or a conscious disregard for the best interests of the Corporation in a proceeding by or in the right of the Corporation to procure a judgment in its favor.

**Section 10.8 Nonexclusivity.** The Corporation has the power to make any other or further indemnification of any of its Directors, officers, members of any committee, or any other person that the Corporation has the power by law to indemnify, including without limitation, employees or agents of the Corporation, under any bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in any official capacity and as to action in another capacity while holding such office, except an indemnification against gross negligence or willful misconduct. The indemnification as provided in this Article will continue as to any person who has ceased to be a Director, officer, employee, or agent and will inure to the benefit of such person's heirs and personal representatives.

## **ARTICLE 11** **General Provisions**

**Section 11.1 Fiscal Year.** The accounting year and periods of the Corporation will be as specified by the accounting system specified by the Franchisor.

**Section 11.2 Gender and Number.** Whenever the context requires, the gender of all words used herein includes the masculine, feminine and neuter, and the number of all words includes the singular and plural thereof.

**Section 11.3 Articles and Other Headings.** The Articles and other headings contained in these Bylaws are for reference purposes only and will not affect the meaning or interpretation of these Bylaws.



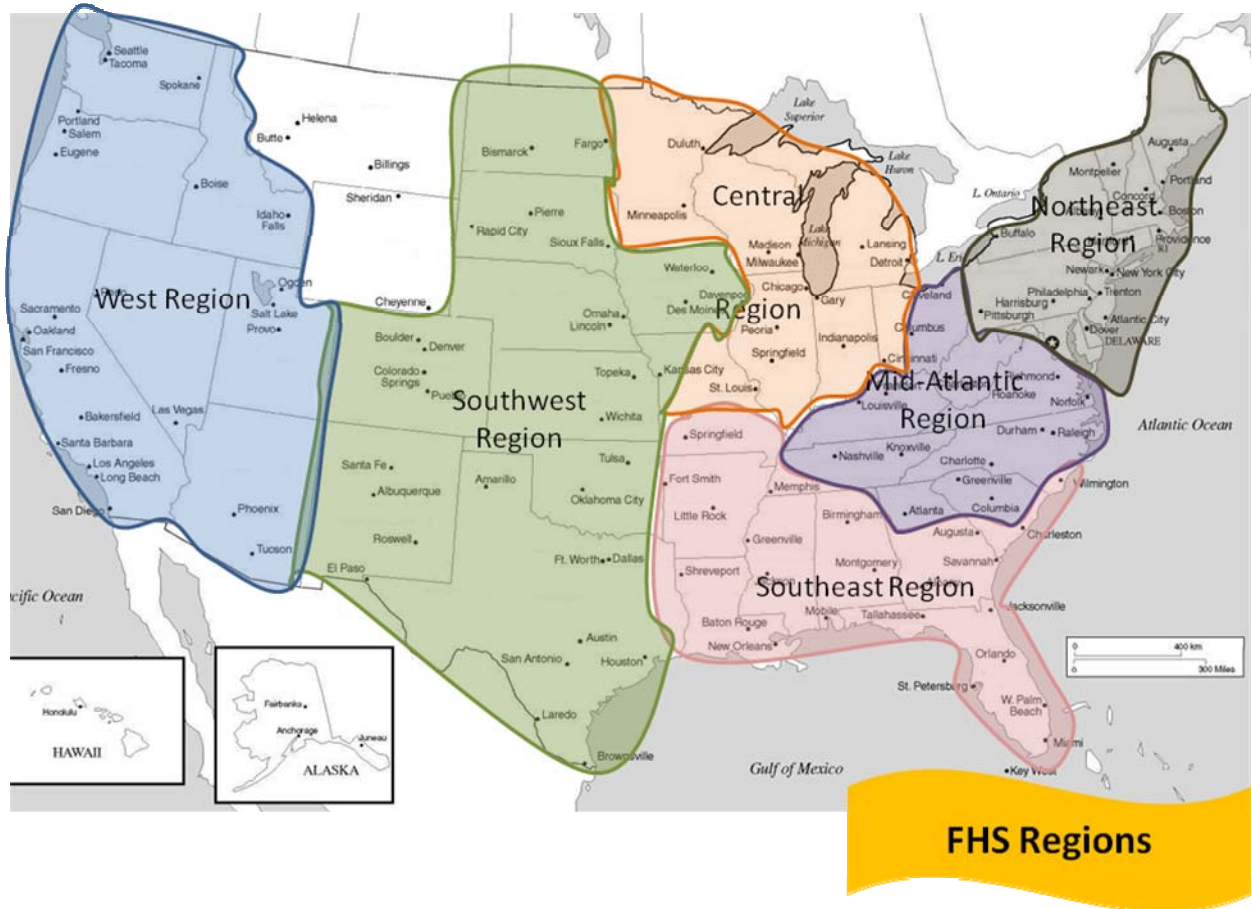
**Section 11.4 Minutes, Books and Records of Account.** The Corporation will keep correct and complete books and records of account and will keep minutes of the proceedings of its Board of Directors, and committees of Directors, and other records as required by the Act.

**Section 11.5 Statutory Cites.** Any reference in these Bylaws to the Act will include all revisions and amendments to the Act.

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**EXHIBIT A**  
**MAP OF REGIONS**

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**EXHIBIT M TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
FIREHOUSE SUBS MARKET FUND, INC.  
MEMBERSHIP AGREEMENT**

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## THE FIREHOUSE SUBS MARKET FUND MEMBERSHIP AGREEMENT

THIS FIREHOUSE SUBS MARKET FUND MEMBERSHIP AGREEMENT is effective as of \_\_\_\_\_, 20\_\_\_\_, by and between THE FIREHOUSE SUBS MARKET FUND, INC. (the “Corporation”) and \_\_\_\_\_, a franchisee (the “Member”) operating a FIREHOUSE SUBS® Restaurant located in \_\_\_\_\_ (the “Member Restaurant”). The Corporation and the Member are sometimes referred to collectively as the “parties” or singularly as a “party”).

### BACKGROUND INFORMATION:

FIREHOUSE RESTAURANT GROUP, INC. (or its successor) (the “Franchisor”) franchises businesses which offer and serve large portion hot submarine style sandwiches in a unique fire-fighting atmosphere and decorum at an economical price (“FIREHOUSE SUBS® Restaurants”). The Member operates a FIREHOUSE SUBS® Restaurant within the cooperative area (the “Cooperative Area”). The Corporation was organized by the Franchisor and its franchisees operating in the Cooperative Area to pool advertising and marketing funds and resources in order for the members to benefit in their advertising, marketing and promotion expenditures. The Member is the owner of a FIREHOUSE SUBS® Restaurant who has entered into a franchise agreement with the Franchisor who wishes to participate in the Corporation and obtain the benefits of membership, while committing to make the contributions required by the Corporation from time to time in accordance with its governing documents.

### OPERATIVE TERMS:

Intending to be bound, the parties agree as follows:

1. **Bylaws.** The Franchisor has adopted Bylaws for the Corporation, which may only be amended, modified or replaced by the Franchisor. The parties agree to abide by those Bylaws. Unless the text or context of this Agreement requires otherwise, terms used in this Agreement will have the meanings as defined in the Bylaws.

2. **Membership.** By signing this Agreement:

(a) The Corporation accepts and enrolls the Member as a member in good standing with full rights and benefits of membership; and

(b) The Member agrees to become a member of the Corporation and agrees to be bound by and adhere to the Bylaws as now in effect or as subsequently modified, amended or replaced, in accordance with the Corporation’s governing documents, and to observe any administrative rules, regulations and policy statements adopted by the Corporation in accordance with the Bylaws.

3. **Scope.** This Agreement relates solely to the Member’s FIREHOUSE SUBS® Restaurant and the Member understands that he may have multiple memberships if he has multiple FIREHOUSE SUBS® Restaurants. If this Agreement is signed prior to the opening of the Member’s FIREHOUSE SUBS® Restaurant, it will not become effective unless and until the Member’s FIREHOUSE SUBS® Restaurant opens for business in accordance with its franchise agreement.

4. **Contributions.**

(a) **Obligation to Pay:** Members will contribute to the Corporation such amounts as required by their franchise agreements in the amount, time, manner and method specified by the Board. The Board of Directors will determine from time to time the amount of any additional contributions to be paid to the Corporation by its Members consistent with the franchise agreements. The amount of the contributions will generally be uniform among Members except in situations in which Members are located in remote areas and, in the reasonable business judgment of the Franchisor, will not benefit from the Corporation's marketing, promotional and advertising activities as other Members. The Board of Directors will only make such recommendations to the Franchisor if it reasonably believes that the level of benefits will be significantly less favorable to such remote Members as compared to the other Members. Otherwise, contributions for Members will be uniform. The Franchisor will set the dates and method of payment for contributions consistent with the franchise agreements. However, new Members will not have to pay their contributions until after their FIREHOUSE SUBS® Restaurants have opened for business.

(b) **Reports:** The Member agrees that the Corporation may review reports and other information available to the Franchisor in an effort to verify that the proper amount of contributions have been paid by the Member. Each contribution payment must be accompanied by a report on a form promulgated by the Corporation showing the amount of contributions the Member paid with respect to the Member's FIREHOUSE SUBS® Restaurant, to the extent that such payments vary based on gross sales, gross revenues or through some other means. The Member authorizes and instructs the Franchisor to furnish to the Corporation, upon its request, copies of the Member's reports and records for the purpose of verifying amounts due.

5. **Benefits.** The Corporation agrees that it will operate on a non-profit basis in accordance with its governing documents and that all contributions will be spent solely for the purposes permitted in the Bylaws.

6. **Effective Date and Term.** This Agreement becomes effective on the date signed by the Member and will continue until the earlier of:

(a) The Corporation's operations are terminated by action of the Franchisor or the Corporation is dissolved without being reinstated within 2 years; or

(b) Until Member ceases to be a member in good standing either because it is no longer a franchisee of the Franchisor or it has been expelled. If the Member ceases to be a FIREHOUSE SUBS® franchisee, its voting and other membership rights in the Corporation automatically terminate on the day that its franchise agreements terminates or expires. However, if the Member owes contributions at the time of such termination or expiration, then it will still be obligated and responsible for all contributions that accrued prior to the date of such termination or expiration.

7. **Franchise Transfers.** The parties recognize that the timing of payment of contributions may not always coincide with the closing of the transfers of FIREHOUSE SUBS® Restaurants. Accordingly, the parties agree as follows:

(a) **Timing:** The Member will remain responsible to the Corporation for all contributions due through the date of the closing of any transfer of the FIREHOUSE SUBS®

Restaurant to anyone else. Such transfer will be deemed to occur if it constitutes a transfer or assignment under the Member's franchise agreement.

(b) **Credit Balances:** If the Member sells or closes the Member's FIREHOUSE SUBS® Restaurant at a time when it has a credit balance with the Corporation, the credit balance will not be refunded but will be either: (i) retained for the benefit of other members of the Corporation if the transaction involves a closing of the Member's FIREHOUSE SUBS® Restaurant or the termination or expiration of the Member's franchise agreement; or (ii) credited to the FIREHOUSE SUBS® Restaurant's purchaser if a sale, transfer or assignment is involved; or (iii) credited to the Member's other FIREHOUSE SUBS® Restaurants (and memberships if the transaction involves the closing of one FIREHOUSE SUBS® Restaurant but the Member owns multiple FIREHOUSE SUBS® Restaurants and remains a Member with respect to one or more other FIREHOUSE SUBS® Restaurants).

8. **Delinquencies.** The Member agrees that the Corporation will adopt rules and regulations regarding the treatment of delinquencies. The Member agrees to abide by them, including the payment of interest and late payment fees for delinquent contributions. The Member understands that it may lose voting rights and other privileges as a result of being delinquent in making contributions and that its membership may be cancelled by the Corporation for failing to do so as set forth by the Franchisor.

9. **Entity Participation.** If the Member is a corporation, partnership or other business organization, it will appoint one person to represent its interest at Corporation meetings in whatever capacity it participates. However, such representatives must either be a: (i) shareholder, partner, director or officer of the business organization that is the Member; or (ii) an employee of the Member who has a rank and position no less than Restaurant Manager. The Corporation will be entitled to rely on such representative's decisions, votes and consents at any such meeting without further inquiry. One representative can represent multiple members and multiple FIREHOUSE SUBS® Restaurants.

10. **Varying Participation.** Contributions will never be less than the amount required by the franchise agreements. Unless changed by an amendment to the Bylaws, the contribution rate may never be less than 2% of the monthly Gross Sales of the Member's Restaurant owned and operated by the Member for which such membership relates. Gross Sales will have the meaning stated in the franchise agreements. Nevertheless, the Board of Directors may recommend to the Franchisor to temporarily waive the obligation of any Member to make contributions to the Corporation to the extent and upon the conditions it adopts from time to time as long as those conditions are generally available to all Members and will not discriminate in favor of or against any Member or group of Members; the Franchisor may act on this recommendation at its sole discretion. However, notwithstanding the foregoing, the Board of Directors may recommend to the Franchisor to establish a separate contribution rate or level for Members whose FIREHOUSE SUBS® Restaurants are located in a remote area if, in their business judgment, such FIREHOUSE SUBS® Restaurants would not receive the same amount of benefit from the promotional, advertising or marketing activities sponsored by the Corporation and approved by the Franchisor. Such variations may be on a case-by-case basis or annually, and only if the Franchisor has approved them.

11. **Program Participation.** The Member will not be required, as a condition of membership in the Corporation, or otherwise, to participate in any advertising, promotional or marketing activity specified by the Corporation which would require the Member to advertise or to charge a specified retail price, or a minimum retail price for any product or service furnished by FIREHOUSE SUBS® Restaurants. However, if the Member does not participate in such activities, its obligation to pay contributions pursuant to this Agreement will not be affected in any way. The Member also agrees that if its voting rights are suspended because it is delinquent in paying contributions, it does not excuse it from being obligated to pay any other contributions that become due and payable.

12 **National Programs.** The Members and the Corporation agree and understand that they will participate in marketing programs and spend Corporation funds as directed by the Franchisor in up to 4 programs per year. The Members and Corporation acknowledge that this participation may or may not exhaust the entire available Corporation funds.

13. **Miscellaneous.**

(a) **Severability:** If any of the provisions of this Agreement are held invalid for any reason, the remainder will not be affected and will remain in full force and effect in accordance with its terms.

(b) **Litigation Expenses:** In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party will be entitled to full reimbursement of its litigation expenses from the other party. Litigation expenses include attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing.

(c) **Waivers:** No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure by either party to insist upon strict performance of any provision will not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same provision at any other time, or any other provision of this Agreement.

(d) **Governing Law/Jurisdiction:** This Agreement is governed by Florida law. The courts of Duval County, Florida have exclusive jurisdiction in any controversy relating to or arising out of this Agreement. All parties waive any objections to venue in Duval County, Florida.

(e) **Liabilities and Beneficiaries:** Neither party will be liable to any other person who is not a party to this Agreement by virtue of their relationship to each other. No other person has any rights because of this Agreement, except for the parties. However, notwithstanding the foregoing, although the Franchisor is not a party to this Agreement, and is not bound by it, it is a third-party beneficiary and has the right to enforce it. This Agreement replaces and supersedes any prior membership agreement that Member had with the Corporation and/or any other FIREHOUSE SUBS® cooperative.

Intending to be bound, the parties sign below:

**FIREHOUSE SUBS MARKET FUND, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT N TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
EQUIPMENT FINANCING DOCUMENTS**

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**LOAN AND  
SECURITY AGREEMENT**

THIS LOAN AND SECURITY AGREEMENT (the "Agreement") dated as of \_\_\_\_\_, 20\_\_\_\_, is made by and among \_\_\_\_\_ a [State of organization/incorporation and entity type] (the "Borrower") and Capital 94, LLC, a Florida limited liability company (the "Lender"):

W I T N E S S E T H:

WHEREAS, the Lender has extended credit to the Borrower in the amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars) evidenced by the Note (defined hereinafter); and

WHEREAS, the Lender has required the execution and delivery of this Agreement in connection with the above referenced loan;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and to induce the Lender to extend credit to the Borrower, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

Any term used in this Agreement or in any financing statement filed in connection herewith which is defined in the Code and not otherwise defined in this Agreement or in any other Loan Document shall have the meaning given to the term in the Code. In addition to the terms defined above and elsewhere herein, the following terms shall have the following meanings:

1.1 "Code" means the Uniform Commercial Code (or any successor statute), as adopted and in force in the Jurisdiction or, when the laws of any other state govern the method or manner of the perfection or enforcement of any Lien in any of the Collateral, the Uniform Commercial Code (or any successor statute) of such other state.

1.2 "Collateral" means all of the following property of Borrower, wherever located and whether now owned by Borrower or hereafter acquired, including but not limited to: (i) all Inventory; (ii) all General Intangibles; (iii) all Equipment; (iv) all Fixtures; (v) all proceeds of business interruption insurance; and (vi) all parts, replacements, substitutions, profits, products, accessions, cash and non-cash Proceeds, of any of the foregoing (including, but not limited to, insurance proceeds) in any form and wherever located. Collateral also includes (vii) all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto and (viii) any other real or personal property as to which Lender, at any time of determination, has a Lien to secure the Indebtedness.

1.3 "Default Rate" shall mean a rate equal to the lesser of (i) five (5) percentage points above the rate of interest specified in the Note or (ii) the highest rate of interest allowed by law.

1.4 "Equipment" shall mean all Equipment owned by Borrower including without limitation the Equipment described on **Schedule A** hereto.

1.5 "Event of Default" shall mean any event specified as such in Section 6.1 hereof.

1.6 "Franchise Agreement" shall have the meaning given such term in Section 6.1(vii) hereof.

1.7 “Guaranty” shall mean the guaranty or guaranties of even date herewith of the Indebtedness, executed and delivered to the Lender by one or more of the Borrower’s owners and their spouses, and any renewals, extensions, modifications and amendments thereof.

1.8 “Guarantor” or “Guarantors” shall mean the Borrower’s owner or owners and their spouses who execute and deliver a Guaranty.

1.9 “Indebtedness” shall mean all obligations now or hereafter owed to the Lender by Borrower pursuant to the Loan and the Franchise Agreement, including without limitation amounts owed or to be owed under the terms of the Loan Documents, or arising out of the transactions described therein, together with all interest accruing thereon, fees, costs of collection, attorneys’ fees and expenses or advances by the Lender that the Lender pays or incurs to discharge obligations of Borrower or to repossess, protect, preserve, store or dispose of any Collateral.

1.10 “Jurisdiction” means the State of Florida.

1.11 “Loan” shall mean that certain loan from Lender to Borrower in the original principal amount specified in the Recitals hereto, evidenced by the Note and made pursuant to the terms of this Agreement.

1.12 “Lien” (collectively “Liens”) shall mean any mortgage, pledge, statutory or other lien arising by operation of law, security interest, trust arrangement, financing lease, collateral assignment or other encumbrance.

1.13 “Loan Documents” shall mean this Agreement, the Note, the Guaranty, UCC-1 financing statements and all other documents and instruments now or hereafter evidencing, describing, guaranteeing or securing the Indebtedness.

1.14 “Maturity Date” shall mean the date specified in the Note.

1.15 “Note” shall mean the Promissory Note of even date herewith made by the Borrower to the order of the Lender in the original principal amount specified in the Recitals hereto and any renewals, extensions, modifications and amendments thereof.

## ARTICLE 2 LOAN

2.1 Agreement to Make Loan. The Lender shall make the Loan to the Borrower upon and subject to the conditions of this Agreement and the other Loan Documents. Borrower shall accept the Loan and shall use the proceeds thereof to acquire the Equipment and to pay expenses approved by the Lender in connection therewith and in connection with obtaining the Loan. Loan proceeds may, at the Lender’s discretion, be disbursed by the Lender in a single payment to the Borrower or to the Equipment vendor or in a series of payments to the Borrower or to one or more Equipment vendors at Lender’s discretion.

2.2 Repayment of Loan. Borrower shall repay the principal and interest due under the Loan at the time and place as set forth in the Note. If not sooner paid, all outstanding principal and interest on the Loan shall be due and payable in full on the Maturity Date. All amounts due from the Borrower to the Lender hereunder or under the Note or other Loan Documents, and any interest accrued thereon, are subject to a late payment fee of \$250 unless received by the Lender within five days after the due date.

ARTICLE 3  
CONDITIONS TO THE LOAN

The obligation of the Lender to make the Loan is subject to the satisfaction of the following conditions:

3.1 Pre-Closing Requirements. At least two weeks prior to making the Loan, the Borrower shall have provided the Lender with a Loan application on a form prescribed by the Lender, together with copies of Equipment invoices, bids or other purchase or offer documents (in form satisfactory to the Lender) from a vendor approved by the Lender, describing the Equipment.

3.2 Borrower's Loan Documents. The Borrower shall have executed and delivered this Agreement, the Note and the other Loan Documents to which it is a party, all in form and substance satisfactory to the Lender.

3.3 Supporting Documents. The Lender shall have received the following documents acceptable to Lender in its sole discretion:

(i) A Guaranty executed and delivered to the Lender by each owner and spouse of an owner of the Borrower designated by the Lender;

(ii) UCC-11 searches, judgment searches and other Lien searches showing no existing security interests in or Liens on the Collateral other than the security interests of the Lender;

(iii) Certificates of the insurance required hereunder, with all hazard insurance containing a lender's loss payable endorsement in the Lender's favor and with all liability insurance naming the Lender as an additional insured;

(iv) All documents related to the purchase of the Equipment, including invoices, purchase orders, bills of lading and bills of sale or other evidence of transfer of title to the Equipment to the Borrower;

(v) A copy of the governing instruments of Borrower, and good standing certificates of Borrower, certified by the appropriate official of its states of incorporation or organization;

(vi) Incumbency certificate and certified resolutions of the board of directors (or other appropriate governing body) of Borrower, signed by the secretary or another authorized officer of Borrower authorizing the execution, delivery, and performance of the Loan Documents; and

(vii) Such other documents as are deemed by the Lender to be necessary or appropriate.

3.4 Perfection of Liens. UCC-1 financing statements and, if applicable, certificates of title, covering the Collateral shall have been properly recorded or filed in the manner and places required by law to establish, preserve, protect and perfect the interests and rights created by this Agreement and all taxes, fees and other charges in connection with the execution, delivery and filing of this Agreement, the

Note, the Guaranty and the financing statements shall duly have been paid by or on behalf of the Borrower.

3.5 Loan Fee. The Borrower shall have paid to the Lender a closing fee equal to 1% of the original principal amount of the Loan. The Borrower shall pay the State of Florida Documentary Stamp taxes (if applicable) and all costs and fees incurred by Lender related to the Loan, including reasonable attorneys' fees and costs.

ARTICLE 4  
COVENANTS OF THE BORROWER

The Borrower covenants and agrees that from the date hereof and until payment in full of the Indebtedness and the formal termination of this Agreement:

4.1 Further Assurances. The Borrower shall execute and deliver to the Lender, and whether or not so executed, the Borrower authorizes the Lender to file, in form and substance satisfactory to the Lender, such financing statements, continuation statements and other instruments as the Lender from time to time may consider reasonably necessary to create, perfect, preserve and maintain in full force and effect the Lender's security interest in the Collateral and to give public notice thereof, and the Lender, at the expense of the Borrower, may cause such statements and assurances to be recorded, re-recorded, filed and re-filed, at such times and places as may be required or permitted by law, to create, perfect, preserve and maintain such security interest and public notice thereof.

4.2 Location of Collateral. All of the Collateral is located at the place(s) specified in Schedule A hereto and the chief place of business, chief executive office, state of incorporation and jurisdiction of organization for purposes of the Code (of the Borrower) and the office where the Borrower keeps its records concerning the Collateral is located at the address(es) specified for the Borrower in Schedule A and the Borrower is organized solely under the law of the state of its incorporation set forth in Schedule A.

4.3 Compliance with Statutes, Rules and Regulations. The Borrower shall comply with all statutes and governmental rules and regulations and pay promptly when due all taxes, assessments, governmental charges, rent and other obligations that, if unpaid, might become a Lien against the Collateral.

4.4 Reimbursements. The Borrower shall pay or reimburse the Lender for all reasonable attorneys' fees, costs and expenses paid or incurred by the Lender, whether incurred with respect to collection, trial, appeal, enforcement of any judgment, bankruptcy or insolvency proceedings or any subsequent proceedings or appeals from any order or judgment entered therein, or otherwise, in any action, proceeding or dispute of any kind in which the Lender is made a party or appears as party plaintiff or defendant, affecting this Agreement, the Borrower, any Guarantor or the Collateral, including but not limited to the foreclosure or other enforcement of the Lender's security interest, any action to protect the security thereof or any proceeding in probate, reorganization or bankruptcy, and any such amounts paid or incurred by the Lender shall be added to the amounts owed the Lender under the Note, shall bear interest at the Default Rate stated in the Note from date of payment and shall be secured by the Lender's security interest in the Collateral.

4.5 Insurance. The Borrower shall obtain and at all times maintain insurance covering the Collateral with insurers believed by the Borrower to be responsible and reputable, in such amounts and against such risks as may from time to time be required by the Lender. Without limiting the generality of the foregoing, the Borrower will at all times (including while the Equipment is being loaded, shipped,

unloaded, stored in the Borrower's or in third-party premises, installed and/or operated) keep the Equipment insured against risks of fire (including so-called extended coverage), theft and such other risks and in such amounts as the Lender may reasonably request, with any loss payable to the Lender to the extent of its interest, and all policies of such insurance shall contain a lender's loss payable endorsement for the Lender's benefit, as well as, provide Lender with a Certificate of Insurance naming Capital 94, LLC as loss payee. Additionally, the Guarantors agree to provide life insurance policies naming Lender as beneficiary to cover the outstanding loan balance in the event the Lender requests such policy. Proof of workers' compensation insurance will be required.

4.6 Compliance with Franchise Agreement. The Borrower shall comply with all obligations and duties under the Franchise Agreement.

4.7 Title; Maintenance of Property. Borrower shall at all times have good title to all of the assets shown in its financial statements free and clear of all Liens, except Liens previously disclosed to Lender Permitted Liens. Borrower alone has full ownership rights in all Collateral and shall at all times (i) (a) maintain, preserve, and protect all Collateral and the remainder of its property used or useful in the conduct of its business, (b) keep the same in good repair, working order, and condition, and (c) make, or cause to be made, all material needful and proper repairs, renewals, replacements, betterments, and improvements thereto so that the business carried on in connection therewith may be conducted properly and in accordance with standards generally accepted in businesses of a similar type and size and (ii) maintain and keep in full force and effect all licenses and permits necessary to the proper conduct of its business.

## ARTICLE 5 SECURITY AGREEMENT; SETOFF

5.1 Security Interest. As security for the payment and performance of the Indebtedness and the performance of all other obligations and covenants of the Borrower hereunder, under the Note and under the other Loan Documents, the Borrower hereby unconditionally and irrevocably grants to the Lender and gives the Lender a continuing security interest in and general lien upon and right of set-off against all right, title and interest of the Borrower in and to the Collateral, whether now owned or hereafter acquired by the Borrower.

5.2 Lender's Obligations Limited. Under no circumstances shall the Lender be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral. The Lender shall not be required to take any action of any kind to collect, preserve or protect its or the Borrower's rights in the Collateral. Borrower hereby releases the Lender from any claims, causes of action and demands at any time arising out of or with respect to this Agreement, the use of the Collateral or any actions taken or omitted to be taken by the Lender with respect thereto. Borrower shall hold the Lender harmless from and with respect to any and all such claims, causes of action and demands.

5.3 Optional Payments and Other Actions by the Lender. At its option, the Lender may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the collateral, pay for insurance on the Collateral, pay for the storage and preservation of the Collateral and take any other action required to preserve or protect the Collateral. Should the Borrower fail to make any other payment or to perform any other act that the Borrower is obligated by this Agreement to make or perform, the Lender, at its option, without notice to or demand upon the Borrower, may make such payment or perform such act in such manner and to such extent as the Lender may deem necessary to establish, perfect, preserve and protect the security interest of the Lender in the Collateral. The Borrower shall reimburse the Lender on demand for all out-of-pocket expenses (including, without limitation

thereto, filing fees, court costs and expenses and reasonable attorneys' fees) incurred by the Lender as a result of any action taken pursuant to the foregoing authorization, and the Borrower also shall pay interest to the Lender on the amount of any such expenditure, from the date of demand until reimbursement in full has been made (unless such reimbursement is made within thirty (30) days after demand) at a rate equal to the Default Rate. Additionally, the Lender reserves the right to sell or transfer the Note and Loan Documents to another Lender without prior notification or approval of the Borrower.

5.4 The Borrower's Obligations Not Affected. The obligations of the Borrower hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (i) any exercise or non-exercise, or any waiver, by the Lender of any right, remedy, power or privilege under or in respect of any of the Indebtedness or any security therefor, (ii) any amendment to or modification of this Agreement, the Note or any other Loan Document or (iii) the release, discharge or termination of any security or guarantee for any of the Indebtedness whether or not the Borrower shall have notice or knowledge of any of the foregoing. The Lender's prior recourse to any part or all of the Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of such obligations. The Borrower hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any of the Indebtedness or the Collateral, and any and all other notices and demands whatsoever (except as expressly provided herein or in such instruments).

5.5 Setoff. The Lender may at any time or from time to time, at its sole discretion and without demand and without notice to anyone, setoff any liability owed to the Borrower by the Lender or any of the Lender's affiliates, whether due or not due, against any Indebtedness, whether or not due.

5.6 Other Rights. The Borrower authorizes the Lender without affecting the Borrower's obligations hereunder or under any other Loan Document from time to time (i) to take from any party and hold additional Collateral or guarantees for the payment of the Indebtedness or any part thereof, and to exchange, enforce or release such collateral or guarantee of payment of the Indebtedness or any part thereof and to release or substitute any endorser or guarantor or any party who has given any security interest in any collateral as security for the payment of the Indebtedness or any part thereof or any party in any way obligated to pay the Indebtedness or any part thereof; and (ii) upon the occurrence of any Event of Default to direct the manner of the disposition of the Collateral and the enforcement of any endorsements, guarantees, letters of credit or other security relating to the Indebtedness or any part thereof as the Lender in its sole discretion may determine.

5.7 Financial Statements. Borrower and Guarantors agree to provide such financial statements such other information requested by Lender from time to time concerning the business, properties, or financial condition of the Borrower and Guarantors.

5.8 Name Change. Borrower shall not (i) change its name or the jurisdiction in it is organized, (ii) unless it shall have given 60 days' advance written notice thereof to Lender, change the location of its chief executive office or other office where books or records are kept, or (iii) permit any Collateral (other than Inventory in-transit) to be located at any location other than a listed on Exhibit A hereto.

## ARTICLE 6 EVENTS OF DEFAULT

6.1 Events of Default. If any one or more of the following events (herein called "Events of Default") shall occur, it shall be an Event of Default:

- (i) If the Borrower defaults in any payment due under the Note or with respect to any other amount payable hereunder or under any of the other Loan

Documents and such default is not remedied within thirty (30) days after such payment is due; or

(ii) If any representation, warranty, report or certification made by the Borrower in this Agreement or in any of the other Loan Documents or in any writing furnished in connection with or pursuant to this Agreement or any of the other Loan Documents shall be false or misleading in any material respect on the date as of which made or at any time during the term of the Loan or while there remains an obligation to the Lender under any of the Loan Documents; or

(iii) If the Borrower defaults in the performance or observance of any agreement, covenant, term or condition in any of the Loan Documents and such default is not remedied within thirty (30) days after written notice thereof; or

(iv) If any of the following shall occur: (a) the filing by Borrower of a voluntary petition or an answer, or the filing against Borrower of an involuntary petition that is not dismissed within thirty (30) days, seeking reorganization, arrangement, readjustment of their debts or for any other relief under the United States Bankruptcy Code, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or any other action of Borrower indicating its consent to, approval of or acquiescence in any such petition or proceeding; (b) the application by Borrower for, or the appointment of, a receiver, trustee, custodian or liquidator of Borrower or for all or a substantial part of any of its property; (c) the making by Borrower of an assignment for the benefit of creditors; (d) the inability of Borrower or the admission by Borrower in writing or the inability to pay any of its debts as they mature; or (e) the issuance of a warrant to attachment, execution or similar process against any substantial part of the property of Borrower that is not dismissed within thirty (30) days; or

(v) If any security interest or Lien of the Lender hereunder or under any other security agreement shall not constitute a perfected security interest of first priority in the collateral thereby encumbered and such failure shall not be remedied within thirty (30) days after written notice thereof; or

(vi) If on three or more separate occasions within any period of 12 consecutive months or on five or more separate occasions after the date hereof the Borrower (a) fails to make any payment due hereunder or under the Note or any other Loan Document, or (b) defaults in the performance or observance of any agreement, covenant, term or condition in any of the Loan Documents, whether or not such failures or defaults were corrected; or

(vii) If Firehouse Restaurant Group, Inc. or any affiliate of such company, whichever is a party to the Firehouse Subs Franchise Agreement with the Borrower (the "Franchise Agreement"), shall have the right to terminate the Franchise Agreement; or

(viii) If the franchised restaurant that is the subject of the Franchise Agreement shall be abandoned, closed, sold or transferred or if the 50% or more of the ownership interests of the Borrower shall be sold or transferred; or

(ix) If the Borrower shall be in default under the lease for the franchised restaurant that is the subject of the Franchise Agreement; or



- (x) If the Lender, reasonably and in good faith, shall deem itself insecure.

## 6.2 Remedies.

(i) Upon the occurrence of any Event of Default and at any time thereafter the Lender may, at its option, declare the Loan and all obligations owing by the Borrower to the Lender under the Loan Documents to be forthwith due and payable, and in addition the Lender immediately may proceed to foreclose its liens on or security interest in any Collateral that it may hold and may exercise its rights under and to do all other things provided for by law or by the terms of the Loan Documents. The Lender shall have the sole right to determine the order in which it enforces its rights in any of the Collateral, the manner of sale of such Collateral (which shall be commercially reasonable) and the application of proceeds of sale of any Collateral.

(ii) If any Event of Default occurs, the Lender may exercise any or all of its rights and remedies under the Code or other applicable law of any state in which any of the Collateral is situated as well as all other rights and remedies possessed by the Lender, all of which shall be cumulative. Whenever an Event of Default shall have occurred, and upon demand by the Lender, the Borrower shall make the Collateral available to the Lender at a place specified by the Lender that is reasonably convenient to the Lender. The Lender, with notice, may sell at one or more public or private sales, and at such price as the Lender may deem fair, any and all of the Collateral and any other security or property held by the Lender. The Lender may be the purchaser of any or all of the Collateral and may hold the Collateral thereafter in its own right absolutely, free from any claims of any Borrower or right of redemption.

(iii) In addition, the Borrower acknowledges and agrees that an Event of Default hereunder, if not cured within the applicable time period, constitutes grounds for termination of the Franchise Agreement, as contemplated by Sections 3.4(c) and 16.1 of the Franchise Agreement.

6.3 Application of Proceeds. The proceeds of any sale or other disposition of Collateral made by the Lender shall be applied as follows:

(i) first, to the payment of all costs incurred by the Lender in the enforcement of this Agreement or in the prosecution or defense of any proceeding relating hereto (including attorney's fees, court costs and other expenses) and in protecting all or any part of the Collateral or the value thereof, together with interest due on all such costs, expenses and advances under this Agreement;

(ii) second, to the payment of the whole amount due and unpaid for the principal of the Note, interest thereon and other amounts payable by the Borrower under the Note or any other Loan Document;

(iii) third, to the payment of any other Indebtedness; and

(iv) fourth, any surplus remaining shall be paid to Borrower or as a court of competent jurisdiction may direct.

ARTICLE 7  
MISCELLANEOUS

7.1 No Waiver, Remedies Cumulative. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and are in addition to any other remedies provided by law, any Loan Document or otherwise.

7.2 Exercise of Remedies. Lender may release all or any part of any Collateral held by the Lender without notice to or the consent, approval or agreement of other parties in interest, including the Borrower and any junior lienors, which releases shall not impair in any manner the validity or priority of the liens and security interest in the remaining Collateral conferred under such documents nor release the Borrower from liability for the indebtedness thereby secured. Notwithstanding the existence of any other lien or security interest in the Collateral held by the Lender, the Lender shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein and in the other Loan Documents. The proceeds realized upon the exercise of the remedies provided herein or therein shall be applied by the Lender in the manner herein or therein provided.

7.3 Amendments. No amendment, modification or supplement to this Agreement or the other Loan Documents shall be established by custom, conduct or course of dealing, but solely by an instrument in writing duly executed by the party to be charged therewith.

7.4 Expenses. The Borrower shall pay all reasonable costs and expenses in connection with the enforcement of this Agreement, the Note and any other Loan Document, including the reasonable fees and disbursements of counsel for the Lender in connection therewith, whether suit be brought or not and whether incurred at trial or on appeal, and all costs of repossession, storage, disposition, protection and collection of Collateral.

7.5 Notices. All notices given pursuant to this Agreement shall be in writing and shall be delivered personally to the Borrower or the Lender or sent by first class mail, certified, return receipt requested, postage prepaid or by telecopier, or email (confirmed by reply email) addressed as follows:

If to the Lender:

Capital 94, LLC  
12735 Gran Bay Parkway, Ste. 150  
Jacksonville, Florida 32258  
Attention: Mary Rawlins  
Fax: 904.886.2111  
capital94@firehousesubs.com

If to the Borrower:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as the party to receive any such communication or notice may have designated by notice to the other party. Any notices delivered personally or transmitted by telecopier or email (confirmed by reply email) shall become effective at the time of receipt by the person to whom they have been given. Notices sent by certified mail, return receipt requested, shall become effective on the date on which they are accepted or rejected by the person to whom they are addressed.

7.6 Governing Law. This Agreement and the Loan Documents shall be deemed contracts made under the laws of the Jurisdiction and shall be governed by and construed in accordance with the laws of said state.

7.7 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the Borrower and the Lender and their respective successors and assigns; provided that the Borrower may not assign any of its rights hereunder without the prior written consent of the Lender, and any such assignment made without such consent will be void. THE BORROWER ACKNOWLEDGES THAT THE LENDER MAY ASSIGN ITS RIGHTS UNDER THIS AGREEMENT AND ASSIGN THE NOTE WITHOUT THE CONSENT OF THE BORROWER.

7.8 No Warranties. THE BORROWER ACKNOWLEDGES AND AGREES THAT THE LENDER HAS NO RESPONSIBILITY FOR AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT AND THAT THE BORROWER WILL LOOK SOLELY TO THE VENDOR WITH RESPECT TO THE EQUIPMENT.

7.9 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

7.10 No Usury. Notwithstanding anything to the contrary contained in any of the Loan Documents, if any specified interest rate shall exceed the maximum rate permitted by applicable law as in effect from time to time, the Borrower shall pay interest at the highest permissible rate, which rate shall change as and when the highest permissible rate shall change. If the Borrower makes an interest payment under any of the Loan Documents that exceeds the maximum amount of interest permitted by applicable law, the excess of such payment above the maximum amount that lawfully may be paid automatically shall be credited toward the payment of principal so as to reduce the amount of the final payment of principal due under such Loan documents or, if the Borrower makes an interest payment that exceeds that maximum amount of interest permitted by applicable law and all principal thereunder shall have been previously or thereby paid in full, such payment shall be deemed to have been the result of mathematical error and the Lender shall refund to the Borrower the amount of such payment that is in excess of the amount that lawfully may be paid.

7.11 Approvals. If this Agreement calls for the approval or consent of the Lender, such approval or consent may be given or withheld in the discretion of the Lender unless otherwise specified herein.

7.12 Entire Agreement. This Agreement, together with the other Loan Documents and other documents executed in connection herewith or contemplated hereby, contains the entire agreement of the parties regarding the subject matter hereof. The parties acknowledge that the Lender has made no promises, agreements, conditions, undertakings, warranties or representation that are not specifically set forth in such agreements. In the event of a conflict between the provisions of this Agreement and the Commitment Letter, the terms of this Agreement shall control.

7.13 Enforceability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions nevertheless shall remain effective and binding on the parties hereto.

7.14 JURISDICTION; VENUE. ANY SUIT, ACTION OR PROCEEDING AGAINST THE BORROWER OR THE GUARANTORS WITH RESPECT TO THIS AGREEMENT, THE COLLATERAL OR ANY LOAN DOCUMENT OR ANY JUDGMENT ENTERED BY ANY COURT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF DUVAL COUNTY, FLORIDA, OR IN THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, AS THE LENDER (IN ITS SOLE DISCRETION) MAY ELECT, AND THE BORROWER HEREBY ACCEPTS THE NONEXCLUSIVE JURISDICTION OF THOSE COURTS FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOAN DOCUMENTS, THE COLLATERAL OR ANY JUDGMENT ENTERED BY ANY COURT IN RESPECT THEREOF BROUGHT IN DUVAL COUNTY, FLORIDA OR THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, AS SELECTED BY THE LENDER, AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUIT, ACTION OR PROCEEDINGS BROUGHT IN DUVAL COUNTY, FLORIDA, OR IN SUCH DISTRICT COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

7.15 WAIVER OF JURY TRIAL. THE BORROWER AND THE LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER LOAN DOCUMENT AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, OR THE RIGHT TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECTED TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

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IN WITNESS WHEREOF, the Borrower and the Lender have caused this Agreement to be duly executed under seal by their duly authorized officers, all as of the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:  
NAME

BORROWER:

\_\_\_\_\_  
\_\_\_\_\_  
(BORROWER)

\_\_\_\_\_  
\_\_\_\_\_  
~~Print~~ Witness (Printed Name)

By: \_\_\_\_\_

LENDER:

**CAPITAL 94, LLC**

By: \_\_\_\_\_

Schedule A

**THIS IS A PURCHASE MONEY SECURITY INTEREST**

**Borrower Name**

**Incorporated or Organized in \_\_\_\_\_**

**Borrower Address**

**Date**

All of the Debtor's right, title, and interest in and to the following (the "Collateral"):

PROMISSORY NOTE

Date: \_\_\_\_\_

\$ \_\_\_\_\_

For value received, the undersigned, \_\_\_\_\_, a [entity type] organized under the laws of the State/Commonwealth of \_\_\_\_\_ (the "Borrower"), hereby promises to pay to the order of Capital 94, LLC, a limited liability company organized under the laws of the State of Florida (the "Lender"), at its main office in Jacksonville, Florida, or at any other place designated at any time by the holder hereof, in lawful money of the United States of America and in immediately available funds, the principal sum of \_\_\_\_\_ and 00/100 dollars (\$ \_\_\_\_\_). The loan will be funded via \_\_\_\_\_ draws (draw schedule). The Note has a \_\_\_\_\_ (\_\_\_\_) months term that will begin \_\_\_\_\_, 20\_\_, with a maturity date of \_\_\_\_\_, 20\_\_ (the "Maturity Date") on which date all amounts due hereunder, including principal, interest, fees and costs, shall be paid in full. Interest shall accrue from time outstanding at a fixed rate equal to the sum of \_\_\_\_\_% per annum (the "Interest Rate") commencing on the date of this Note and continuing until all amounts due hereunder are paid in full. Interest shall be computed on the actual number of days elapsed based on a 360-day year. If applicable, a pre-payment of \$ \_\_\_\_\_ (landlord tenant improvement money) will be due 15 days after receipt from the landlord or 60 days after the store/restaurant opening of Firehouse Subs # \_\_\_\_\_ "\_\_\_\_\_ (restaurant name)" located at \_\_\_\_\_ (whichever date come first). If Borrower fails to meet the guidelines outlined in Section \_\_\_\_ of their Lease Agreement, thus delaying or forfeiting the Tenant Improvement Allowance, the Borrower will be solely responsible for making the aforementioned principal reduction. Regular Payments via ACH (Principal and Interest), in the amount of approximately \$ \_\_\_\_\_ will be due the 1st of each month beginning the first of the month following 60 days after the opening of FHS # \_\_\_\_\_ "# \_\_\_\_\_ (restaurant name)." (First Payment Due Date). This Note has a Call Option in which Borrower will be given a 30-day notice to pay the balance in full within 30 days if Firehouse Subs # \_\_\_\_\_ "# \_\_\_\_\_ (restaurant name)" Franchise Agreement or this Note is in default. The Call Option may be exercised at any time during the term of the Note. There is no penalty for pre-payment; however pre-payments shall be applied to scheduled payments in the inverse order of maturity and will reduce the number of payments and not the then normal monthly payment amount.

This Note is the Promissory Note more fully described in that certain Loan and Security Agreement dated even date herewith (the "Loan and Security Agreement").

This Note is guaranteed by certain personal Guarantees from \_\_\_\_\_ and may now or hereafter be secured by one or more other security agreements, mortgages, deeds of trust, assignments or other instruments or agreements, including without limitation by the Collateral in the Loan and Security Agreement. Additionally, the Note is secured by Firehouse Subs # \_\_\_\_\_ "\_\_\_\_\_ (restaurant name)" (located at \_\_\_\_\_) Franchise Agreement, Furniture, Fixtures, Equipment, Inventories, Leasehold Improvements and all other Tangible Property, owned by \_\_\_\_\_, FID # \_\_\_\_\_, as well as # \_\_\_\_\_ "\_\_\_\_\_ (restaurant name)" (located at \_\_\_\_\_), owned by \_\_\_\_\_, FID # \_\_\_\_\_. No subsequent liens can be placed on the assets without Lender's written approval. Borrower shall notify Lender, in advance, of any modifications to be made to any Franchise Agreements (includes Development Agreement). Lender shall have the right of setoff of any payments due to Borrower from Firehouse Restaurant Group, Inc. or any of its affiliates.

An Event of Default (as defined in the Loan and Security Agreement) shall be an event of default hereunder and shall entitle Lender to exercise all rights and remedies under applicable law and as further described in the Loan and Security Agreement.

With respect to the amounts due pursuant to this Note, Borrower waives the following: (a) all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any State thereof and (b) demand, presentment, protest, notice of dishonor, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, suit against any party, diligence in collection of this Note and in the handling of securities at any time existing in connection herewith, and all other requirements necessary to enforce this Note.

This Note is subject to the express condition that at no time shall Borrower be obligated or required to pay interest on the indebtedness at a rate which could subject Lender to either civil or criminal liability as a result of being in excess of the maximum rate of interest designated by applicable laws relating to payment of interest and usury (the "Maximum Amount"). If, by the terms of this Note, Lender is at any time required or obligated to pay interest on the indebtedness at a rate in excess of the Maximum Amount, the Interest Rate shall be deemed to be immediately reduced to the Maximum Amount and all previous payments in excess of the Maximum Amount shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to Lender for the use, forbearance, or detention of the sums due hereunder, shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of this Note until payment in full so that the rate or amount of interest due hereunder does not exceed the Maximum Amount from time to time in effect.

Lender shall not by any act, delay, omission or otherwise be deemed to have modified, amended, waived, extended, discharged or terminated any of its rights or remedies, and no modification, amendment, waiver, extension, discharge or termination of any kind shall be valid unless in writing and signed by Lender and Borrower. All rights and remedies of Lender under the terms of this Note and applicable statutes or rules of law shall be cumulative, and may be exercised successively or concurrently. Borrower agrees that there are no defenses, equities or setoffs with respect to the obligations set forth herein as of the date hereof, and to the extent any such defenses, equities, or setoffs may exist as of the date hereof, the same are hereby expressly released, forgiven, waived and forever discharged.

This Note shall be interpreted and enforced according to the laws of the state of Florida (without giving effect to rules regarding conflict of laws).

ANY SUIT, ACTION OR PROCEEDING AGAINST THE BORROWER WITH RESPECT TO THIS NOTE, THE COLLATERAL OR ANY LOAN DOCUMENT (AS DEFINED IN THE LOAN AND SECURITY AGREEMENT) OR ANY JUDGMENT ENTERED BY ANY COURT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF DUVAL COUNTY, FLORIDA, OR IN THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, AS THE LENDER (IN ITS SOLE DISCRETION) MAY ELECT, AND THE BORROWER HEREBY ACCEPTS THE NONEXCLUSIVE JURISDICTION OF THOSE COURTS FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOAN DOCUMENTS, THE COLLATERAL OR ANY JUDGMENT ENTERED BY ANY COURT IN RESPECT THEREOF BROUGHT IN DUVAL COUNTY, FLORIDA OR THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, AS SELECTED BY THE LENDER, AND HEREBY FURTHER



IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUIT, ACTION OR PROCEEDINGS BROUGHT IN DUVAL COUNTY, FLORIDA, OR IN SUCH DISTRICT COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

THE BORROWER AND THE LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER LOAN DOCUMENT AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, OR THE RIGHT TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECTED TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

Lender may assign, sell, participate, pledge and/or otherwise transfer all or any portion of Lender's right, title and interest in, to and under this Note.

Capital 94, LLC

BORROWER NAME \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



In order to induce **CAPITAL 94, LLC** (“Holder”) to enter into that certain Equipment Loan and Security Agreement with \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, including all other Loan Documents as defined therein between Holder and \_\_\_\_\_ (“Obligor”) as Borrower (collectively, the “Contract”), \_\_\_\_\_ (each a “Guarantor”), jointly and severally, unconditionally guarantees to Holder and its successors and assigns (i) the due and punctual payment to Holder when due of all Indebtedness (as defined in the Contract) coming due under the Contract, (ii) the full, prompt and unconditional performance of every obligation to be performed by Obligor under the Contract and (iii) all expenses of obtaining or endeavoring to obtain payment or performance thereof or security therefore, or of enforcing this Guaranty or any other Guaranty, including attorney’s fees and other legal expenses.

This Guaranty is a continuing one and is unlimited in amount. The obligations of Guarantor hereunder shall be absolute and unconditional, irrespective of any circumstances that might constitute a legal or equitable defense or discharge of its obligations hereunder or which otherwise limit the enforceability against the Guarantor by Holder including, but not limited to, the following: (i) the invalidity or unenforceability of the Contract or any provision thereof, (ii) the absence of any action to enforce or any delay in performing the Contract; or (iii) the presence of any set-off, counterclaim recoupment, limitation or right of termination in favor of Guarantor and against the Holder or any other person whatsoever.

Notice of acceptance of the Guaranty by Holder, notice of non-performance or breach of the Contract by Obligor, and all other notices to which Guarantor might otherwise be entitled are hereby waived. Holder may, without notice to Guarantor, deal with the Obligor in the same manner and as freely as if this Guaranty did not exist and shall be entitled among other things, without loss of right hereunder, to grant Obligor such extensions of time to perform any act or acts as may seem advisable to Holder at any time and from time to time without terminating, affecting or impairing the validity of the obligations hereunder. No compromise, alteration, amendment, modification, extension, renewal, release or other change of or waiver, consent or any action or delay or admission or failure to act in respect of any liability or obligation under or in respect of the Contract shall in any way alter or affect the obligations of Guarantor hereunder.

Guarantor’s obligations hereunder shall continue until all of the obligations of the Obligor under the Contract are fully paid, performed and terminated. All remedies provided for herein shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or in equity. The failure or delay in exercising any rights granted herein shall not be construed to be a waiver of any such rights upon a continuation or recurrence of any such contingencies.

Guarantor represents and warrants to Holder that Obligor has all necessary powers to enter into and perform its obligations under and in respect of the Contract and that Obligor’s entering into the Contract and performing its obligations thereunder have been duly authorized by all necessary entity and member action. In furtherance thereof, Guarantor agrees to furnish upon Holder’s request such further information, to execute and deliver to Holder such other documentation, and to do such other acts and things, all as Holder may reasonably request for the purpose of confirming and validating the accuracy of the representations and warranties set forth in this paragraph.

Guarantor hereby irrevocably waives any and all rights it may have to enforce any of Holder’s rights or remedies or participate in any security now or hereafter held, and any and all such other rights of subrogation, reimbursement, contribution or indemnification against the Obligor, or any other person having any manner of liability for Obligor’s obligations to Holder, whether or not arising hereunder, by agreement, at law or in equity.

**Guarantor waives all right to trial by jury in any litigation relating to this Guaranty or the transactions contemplated hereby. Guarantor hereby irrevocably submits itself to jurisdiction in the Courts of Duval County, Florida, and/or the United States District Court for the Middle District of Florida with respect to any manner, suit or proceeding arising out of this Guaranty or the transactions contemplated hereby and hereby further irrevocably waives any claim that any suit, action or proceedings brought in Duval County, Florida, or in such District Court has been brought in an inconvenient forum. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.**

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered as of the date set forth below.

|                                  |                                  |                                  |                                  |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| _____<br>Date                    | _____<br>Date                    | _____<br>Date                    | _____<br>Date                    |
| X _____<br>Guarantor - SIGNATURE | X _____<br>Guarantor – SIGNATURE | X _____<br>Guarantor – SIGNATURE | X _____<br>Guarantor - SIGNATURE |
| _____<br>Print Name              | _____<br>Print Name              | _____<br>Print Name              | _____<br>Print Name              |
| X _____<br>Witness - SIGNATURE   | X _____<br>Witness – SIGNATURE   | X _____<br>Witness – SIGNATURE   | X _____<br>Witness - SIGNATURE   |
| _____<br>Print Name              | _____<br>Print Name              | _____<br>Print Name              | _____<br>Print Name              |

**AFFIDAVIT FOR DELIVERY/RECEIPT & EXECUTION OF LOAN DOCUMENTS**

STATE OF [ \_\_\_\_\_ ]    )  
  )  
COUNTY OF [ \_\_\_\_\_ ]    )

BEFORE ME, the undersigned authority in and for said State/Commonwealth and County, this day personally appeared \_\_\_\_\_[**Capital 94, LLC (CAP) Lender Representative**] and \_\_\_\_\_ [ \_\_\_\_\_ ( \_\_\_\_\_ ) **Borrower Representative**] who being by me first duly sworn, depose and say:

- 1. That \_\_\_\_\_[**CAP Representative**] (“Agent”) has been designated as the agent of and is authorized to accept delivery of that certain promissory note in the principal amount of \$ \_\_\_\_\_ (the “Promissory Note”) on behalf of **Capital 94, LLC.**
- 2. That \_\_\_\_\_ [**Representative**] is an officer of \_\_\_\_\_ (“Borrower”) who is authorized to execute and deliver the Promissory Note to Agent.
- 3. That Borrower executed and delivered to Agent the Promissory Note dated as of \_\_\_\_\_, 201\_ (the “Note”), payable to the order of the Lender.
- 4. That such execution and delivery of the Promissory Note occurred in the above State/Commonwealth and County.
- 5. That this Affidavit is made in accordance with guidelines issued by the Department of Revenue of the State of \_\_\_\_\_.

\_\_\_\_\_ **Capital 94, LLC** \_\_\_\_\_ **Borrower**

Sworn to and subscribed before me on this \_\_\_ day of \_\_\_\_\_ ~~by~~ \_\_\_\_\_ 20 by [CAP Representative name] and [Borrower Representative name], who provided a valid state driver’s license as identification.

\_\_\_\_\_  
Notary Public, State of [ \_\_\_\_\_ ]  
Notary Number: \_\_\_\_\_  
Notary Seal: --- \_\_\_\_\_

**EXHIBIT O TO THE DISCLOSURE DOCUMENT**

---

**AREA REPRESENTATIVES**

**AS OF DECEMBER ~~25, 2016~~31, 2017**

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**Arizona Leadership Group, LLC (“ALG”) – Scott Friedman (Arizona)**

ALG is an Arizona limited liability company, located at ~~2352 N. Steele Circle, Mesa~~ [6100 S. Maple Ave., Ste. 117, Tempe](#), Arizona ~~85207~~. [85283](#). ALG’s telephone number is (480) 236-1542 and the email address is [sfriedman@firehousesubs.com](mailto:sfriedman@firehousesubs.com). Scott Friedman, president of Arizona Leadership Group, LLC, spent over 26 years with Burger King Corporation. His experience with BKC includes: Director of Field Training, Western Zone (2003-2006). From 2001-2003, he served as Manager of Division Training for the Southwest/Pacific Northwest. From 1998-2001, he was Franchise Business Leader in South Florida. He was the franchisee’s primary liaison and consultant for BKC. Before then, he served in multiple capacities of Restaurant Operations Management (1979-1989).

**Austin on Fire, LLC (“AOF”) – William Krassner (Texas)**

AOF is a Florida limited liability company whose principal place of business is 1540 Cypress Creek Road, Suite 104, Cedar Park, Texas 78613. Its telephone number is (512) 577-0075 and the email address is [bkrassner@firehousesubs.com](mailto:bkrassner@firehousesubs.com). AOF was founded in 2005 by William Krassner and partners. Before becoming an Area Representative, Mr. Krassner was an Area Store Manager for Cici’s Pizza from 2002-2005. He was a Multi-unit General Manager for Island Grill USA from 2001-2002.

**Badger Development Group, LLC (“BDG”) – Eric Erwin (Wisconsin)**

BDG is a Wisconsin limited liability company formed in April 2012, with Don Davey as CFO and Eric Erwin as President. Their official address is 200 First St, Suite 204, Neptune Beach, FL 32266, and the telephone numbers are 231-633-2788 and 904-607-6988. The email addresses are [eric.erwin@firehousesubs.com](mailto:eric.erwin@firehousesubs.com), [ddavey@firehousesubs.com](mailto:ddavey@firehousesubs.com) and [bobbie.erwin@firehousesubs.com](mailto:bobbie.erwin@firehousesubs.com).

***BDG, Eric Erwin, President:*** From June 2011 to February 2012, Mr. Erwin was VP of Operations for Wendy’s in Traverse City, MI. Prior to then, he was Executive Director of Operations for Burger King in Kansas and Missouri. Between June 2004 and August 2008, he was Area Director for Wendy’s in Greenville, SC.

***BDG, Don Davey, CFO:*** Don Davey has been a Firehouse Subs franchisee since opening his first restaurant in 2013. He now owns twelve locations in Central Florida and partnered with Eric Erwin to open the first Firehouse Subs in Wisconsin in 2003. He is also the founder of Disciplined Equity Management, a wealth management firm for high net worth individuals.

***BDG, Barbara Erwin, Shareholder:*** Since February 2012, Mrs. Erwin currently serves as the Administrator, Fire Marshall, and Restaurant Manager for BDG.

**Bayou Skid Unit, LLC (“BSU”) – Lewis Shawn McWaters (Louisiana)**

BSU is a Louisiana limited liability company formed in December of 2010, with Lewis Shawn McWaters as President. Their official address is 18324 Easterbrook Road, Hammond, Louisiana 70454. The telephone number is (985) ~~386-3473~~ [662-9183](#) and the email address is [smcwaters@firehousesubs.com](mailto:smcwaters@firehousesubs.com) and [amcwaters@firehousesubs.com](mailto:amcwaters@firehousesubs.com). Mr. McWaters has served as president of BSU since its inception.

***BSU, Lewis Shawn McWaters, President:*** From December 2010 to April 30, 2012, Mr. McWaters was president of 3-M Skid Unit, LLC as an Area Representative for FIREHOUSE SUBS®. From August 2007 to March 2011, Mr. McWaters was employed by FIREHOUSE

SUBS® as a Franchise Business Manager. Between June 2006 and August 2007, he was District Manager for GoldCo, LLC. From April 2005 to June 2006, he served as manager for Cracker Barrel Old Company Stores. From September 2003 to April 2005, he was employed by Krispy Kreme Doughnuts as the Area Manager of multiple company-operated facilities. Prior to then (1981-2003), he held various operations and development positions for Burger King Corporation.

***BSU, Annette McWaters, Vice President:*** Annette McWaters has served as Vice President of BSU since its inception. From December 2010 to April 30, 2012, Mrs. McWaters was Vice President of 3-M Skid Unit, LLC as an Area Representative for FIREHOUSE SUBS. From October 2011 to present, Mrs. McWaters has overseen the day-to-day operations of their Firehouse Subs training restaurant in Hammond, Louisiana.

### **Belle Restaurant Group, Inc. (“BRG”) – Paul D. Belle (Ohio)**

BRG is an Ohio corporation formed in September of 2009, with Paul D. Belle as President and Sheryl Belle as Vice President. The official address is 8177 Dolman Drive, Powell, Ohio 43065 and the telephone number is 703-728-5669. The email addresses are [pdbelle@firehousesubs.com](mailto:pdbelle@firehousesubs.com) and [sheryl.belle@firehousesubs.com](mailto:sheryl.belle@firehousesubs.com).

***BRG, Paul Belle, President:*** Paul D. Belle has served as President of BRG since its inception. From April of 2004 to September of 2009, Mr. Belle was employed by Wilhelm Restaurant Group, an IHOP multi-unit franchisee, as Vice President of Operations. From 1998 through 2004, Mr. Belle was a Franchise Business Consultant for IHOP Corporation. Prior to that, Mr. Belle served in senior operating positions with L.L. & G., Inc., Sirloin Stockade and Old Country Buffets Inc. Mr. Belle also was a partner of the Cleveland Red Barn Management Company, owner and operator for Red Barn restaurants.

***BRG, Sheryl Belle, Vice President:*** Sheryl Belle has served as Vice President of BRG since its inception.

### **Boiler Brothers Too, Inc. (“BBT”) – Mark Adams (Indiana)**

BBT is an Indiana corporation formed on February 11, 2009, ~~withby~~ Mark Adams ~~as President and Jerry Adams~~. Their official address is 3726 White Cliff Way, Whitestown, Indiana 46075 and telephone number is (317) 517-7339. The email address is [madams@firehousesubs.com](mailto:madams@firehousesubs.com). Mark Adams has served as president of BBT since its inception. From April 14, 2003 to February 18, 2009, Mr. Adams was employed by Fazoli’s Corp. Between August 1997 and March 2003, he was General Manager for ERI Housing. From July 1990 to July 1997, he served as President of Adam’s Apple, Inc. d/b/a McDonald’s. From March 1970 to June 1990, he was employed by McDonald’s Corp. at various store-level positions as well as Director of Operations and Training.

### **Brymar Holdings, LLC (“Brymar”) – Bryan Paquin (Georgia/North Carolina/South Carolina)**

Brymar is a Florida limited liability company whose principal place of business is ~~560 Highway 17 North, Myrtle Beach, South Carolina 29582, 1867 Indian River Drive, Fleming Island, Florida 32003~~, and its telephone numbers are (904) 591-7581 and (843) 685-5656. The email address is [bpaquin@firehousesubs.com](mailto:bpaquin@firehousesubs.com) and [mpaquin@firehousesubs.com](mailto:mpaquin@firehousesubs.com). Brymar was founded in 2006 by Bryan and Mary Paquin.

***Brymar, Bryan Paquin, President:*** Bryan has served as President of Brymar since its formation. From April 2001 to May 2006, he was employed by FIREHOUSE SUBS® as Director of Training. He has also been the Owner of one of our franchisees, Three Alarm Subs in Myrtle Beach, SC, since February 2007.

**Brymar, Maria Paquin, Member:** Maria has been a Member of Brymar since its formation. From January 2006 to June 2006, she was employed as a Research Assistant with Broom, Moody, Johnson & Grainger in Jacksonville, Florida. From November 1998 to March 2005, she was an Underwriting Manager for Aetna Insurance in Jacksonville, Florida. She has also been the Owner of one of our franchisees, Three Alarm Subs in Myrtle Beach, SC, since February 2007.

**Brushfire Holdings, LLC (“BH”) – David Conklin (Alabama/Mississippi)**

BH is a Florida limited liability company whose principal place of business is 192 Wild Timber Parkway, Pelham, Alabama 35124, and its telephone number is (863) 528-4824. The email address is [dconklin@firehousesubs.com](mailto:dconklin@firehousesubs.com). BH was founded in August 2005 by David Conklin, Mike Kelly and Richard Taylor. David Conklin has served as president of BH since its formation. From June 2003 to May 2005, he was General Manager of Heddon Bowling in Lake Wales, Florida; and from August 2000 to June 2003, he was Sales Manager of Hartline Alarm Company in Lake Wales, Florida.

**Carolina Sub House, LLC (“CSH”) - William Mitchell (South Carolina)**

CSH is a South Carolina limited liability company formed on October 17, 2002. Its principal address is 310 Ashwick Court, Spartanburg, South Carolina 29301, and its telephone number is (864) ~~574-7963-706-3441~~. The email address is [bmitchell@firehousesubs.com](mailto:bmitchell@firehousesubs.com). CSH became our Area Representative in January of 2003 representing the Greenville / Spartanburg and Columbia areas of South Carolina. William (Billy) Mitchell has been President of CSH since its inception. From 1989 to 1995 he was Vice President, and from 1995 to 1996, he was Sr. Vice President of Real Estate and Construction for Flagstar, Inc., operators of approximately 600 Hardees, 1200 Denny’s and 200 Quincy’s Restaurants when he left that company in 1996. Since that time, he developed and operated a casual dining restaurant concept called Gooney Bird’s Grill. He has also been a Member of SEI since 2004.

**CLH Development, Inc. (“CLH”) – Christopher C. Holmes (Florida/ Georgia)**

CLH is a Florida corporation whose principal place of business is 3018 Kimmer Rowe Drive, Tallahassee, Florida 32309. CLH’s telephone number is (850) 567-5171 and [\(850\) 567-5172](tel:850-567-5172) and the email ~~address is~~addresses are [cholmes@firehousesubs.com](mailto:cholmes@firehousesubs.com) and [lisa.holmes@firehousesubs.com](mailto:lisa.holmes@firehousesubs.com) and [lisa.holmes@firehousesubs.com](mailto:lisa.holmes@firehousesubs.com).

**CLH, Chris Holmes, President:** Chris Holmes has been president of CLH located in Tallahassee, Florida, since its incorporation on October 25, 2001. From November 1997 until present, Chris owned and operated multiple FIREHOUSE SUBS® Restaurants in Tallahassee, Florida.

**CLH, Lisa Holmes, Vice President:** Lisa Holmes has been vice president of CLH located in Tallahassee, Florida, since its incorporation on October 25, 2001. From November 1997 until present, Lisa owned and operated multiple FIREHOUSE SUBS® Restaurants in Tallahassee, Florida.

**CMJ Restaurants of Arkansas, Inc. (“CMJ”) – Jim Maxwell (Arkansas/ Louisiana/ Oklahoma/ Tennessee/ Texas)**

CMJ Restaurants is an Arkansas corporation founded in June 1997, whose principal place of business is ~~8377 Whitesmill Cove, Cordova, Tennessee 38016~~, [506 Little Creek Cutoff, Sheridan, Arkansas 72150](tel:506-506-72150), and its telephone numbers are (501) 412-1334, (870) 942-7827 and (870) 942-3000. The email addresses are [jmaxwell@firehousesubs.com](mailto:jmaxwell@firehousesubs.com) and [swinston@firehousesubs.com](mailto:swinston@firehousesubs.com).



***CMJ, Jim Maxwell, President:*** In January 2004, Jim Maxwell joined the company as President. From September 1973 to September 1995, Jim was employed by Spartan Foods Systems in various capacities including Region Leader and Director of Concept Development. From September 1995 to April 1997, he was Vice President of Operations for Franco Inc. (Franco also owns and operates Hardees restaurants). Prior to joining CMJ, Jim operated Golden Corral Restaurants for the Winston Management Group in Atlanta, Georgia.

***CMJ, Scott Winston, Vice President & Secretary:*** Dr. Winston is a General Practice physician located in Sheridan, Arkansas where he is the owner of The Winston Clinic, P.A. that opened in September, 1990. Dr. Winston served as President of CMJ from its founding until January 1, 2004 and currently serves as Vice President and Secretary.

### **Coastal Restaurant Development, LLC (“CRD”) – Michael Kelly (Florida)**

CRD is a Florida limited liability company formed in 2005. Its principal address is ~~1538 El Pardo Drive, Trinity~~ [8513 Cypress Hollow Ct., Sanford, Florida 3465532771](#) and telephone number is ~~(727) 836-9771~~ [\(407\) 948-7928](#). The email addresses are [rtaylor@firehousesubs.com](mailto:rtaylor@firehousesubs.com), [mkelly@firehousesubs.com](mailto:mkelly@firehousesubs.com), and [dmiller@firehousesubs.com](mailto:dmiller@firehousesubs.com).

***CRD, Richard Taylor, Vice President:*** Mr. Taylor has been Vice President of CRD since its formation. From February 2001 until July 2002, FIREHOUSE SUBS® employed him as Director of Training and Program Development. From October 1996 until December 2000, he was employed by Quincy’s Steakhouse, Jacksonville, Florida as a Market Leader. From January 1983 until July 1995, he was employed by Advantica Hardees in Spartanburg, South Carolina as a Regional Director. He is also President of Wildfire Development Group, LLC and Gulf Restaurant Holdings, LLC

***CRD, Michael T. Kelly, President:*** Mr. Kelly has been our President since its formation. He is also Vice President of Wildfire Development Group, LLC and Gulf Restaurant Holdings, LLC

***CRD, Denise Miller, Operations Support:*** Ms. Miller has been Wildfire’s Operations Support since October 2003. She has also been President of Shore Fire Inc. in Rockledge, Florida since August 2007, and a Member of Coastal Restaurant Group, LLC in Orlando, Florida since October 2006.

### **Cousins AR, LLC (“Cousins”) – ~~David Tucci~~Robert Baldacci (Massachusetts)**

Cousins is a Delaware limited liability company formed in October 2010, with ~~David Tucci~~[Robert Baldacci](#) as President. Their official address is ~~317 Tuttle Road~~[5 Pine Lane, Cumberland Foreside, Maine 04021, 04110](#). The telephone ~~numbers are (207) 252-3495 and (number 207) 756-2063~~ and the email ~~addresses are david.tucci@firehousesubs.com~~[address is](mailto:robert.baldacci@firehousesubs.com) and [robert.baldacci@firehousesubs.com](mailto:robert.baldacci@firehousesubs.com).

***Cousins, David Tucci, President:*** ~~Mr. Tucci has 18 years experience in the food and beverage industry. He served as Director of Operations for Harding Lee Smith Restaurant Group from August 2009 to December 2010. From January 2003 through July 2009, he was Vice President of Portland Pie Company. Between August 2001 and December 2002, he was Owner/Operator of School Street Café.~~

**Cousins, Robert E. Baldacci, Jr., Operating Partner:** Mr. Baldacci currently serves as Operating Partner of Cousins. In 2012, he became partner of Baldacci Real Estate Group, a full service commercial leasing and brokerage firm. Since 2007, he currently serves as President of Baldacci Group, a company dedicated to providing services in real estate development, construction, business consulting, management and investment. From 2004 to 2007, he was the Vice President of Ocean Properties LTD.

**Fire Hydrant Manager, Inc. (“FHM”) - Michael Pietrzyk (Virginia/ West Virginia)**

FHM is a Virginia corporation formed in 2004. Its principal place of business is at ~~P.O. Box 607, Blue Ridge~~ [2450 Mountain View Rd., Vinton, Virginia 24064, 24179](#) and its telephone number is (540) ~~890-8962, 335-7829~~. The email addresses are [mpietrzyk@firehousesubs.com](mailto:mpietrzyk@firehousesubs.com) and [cpietrzyk@firehousesubs.com](mailto:cpietrzyk@firehousesubs.com).

**FHM, Michael Pietrzyk, President:** Michael Pietrzyk has been President of FHM since its formation. From 1999 to 2003, Mike Pietrzyk was President of American Classic Corporate Suites. From 1984-1996, Mike was a franchisee with Little Caesar’s Pizza. Prior to Little Caesar’s, he served as a Franchise Representative for Wendy’s (1982-1984), as a District Manager for Pizza Hut (1978-1982), and Area Supervisor for Burger Chef (1971-1977).

**FHM, Christopher M. Pietrzyk, Member:** Christopher Pietrzyk has been a Member of FHM since January 2007. He has also been a Member of Leg Up Inc., one of our franchisees, in Blue Ridge, Virginia since March 2004. From April 2002 to August 2003, he was co-owner of OFD LLC in Roanoke, Virginia.

**Franklin Restaurant Group, LLC (“Franklin”) – Ryan Franklin (Texas)**

Franklin is a Texas limited liability company formed in February of 2011, with Ryan Franklin as President. The official address is 987 Lehigh Lane, Allen, Texas 75013, and the telephone number is (214) 843-5096. The email address is [ryan.franklin@firehousesubs.com](mailto:ryan.franklin@firehousesubs.com). Ryan Franklin was employed by LSS Management from April of 1994 to June of 2010, holding the following positions: Chief Operating Officer, Senior Vice President of Operations, Regional Vice President of Operations, Regional Manager, District Manager, General Manager and Kitchen Manager.

**G&G Associates, LLC (“G&G”) – Bruce Gerstein (Colorado/Nebraska/New Mexico)**

G&G is a Colorado limited liability company formed in 2008. The principal place of business is ~~1882 East 104th Avenue #212, Thornton~~ [9472 Winding Hill Way, Lone Tree, Colorado 80233-80124](#). The principals are Bruce Gerstein, whose telephone number is (850) 556-2590 and email address is [bgerstein@firehousesubs.com](mailto:bgerstein@firehousesubs.com) and Gary Gonzalez, whose telephone number is (803) 479-6175 and email address is [ggonzalez@firehousesubs.com](mailto:ggonzalez@firehousesubs.com).

**Bruce Gerstein, Member:** Bruce Gerstein has been a member of G&G since its formation. From 1988-2008 Bruce was President of Valdosta’s #1 Pizza, Inc., a Georgia corporation. From 1999-2008, he was President of B&D’s Seminole Pizza, Inc. Both entities were operating several Domino’s Pizza stores.

**Gary Gonzalez, Member:** Gary Gonzalez has been a member of G&G since its formation. From 1992-2008, Gary was President of GNG Inc., a South Carolina corporation. GNG operated 13 Domino’s Pizza stores in the Columbia, SC DMA.

**Get Toasted, Inc. (“GTI”) - Shawn Thranhardt-Hooks (North Carolina)**

GTI is a North Carolina corporation formed in 2003. Its principal address is 411 Ridgewater Drive, Marietta, Georgia 30068, and its telephone number is (904) 626-5922. The email address is [shooks@firehousesubs.com](mailto:shooks@firehousesubs.com). Shawn has been its President since its formation. She was President of Pieces of Ate, Inc. in Raleigh, North Carolina from July 2003 until June 2007.

**GrayJack Development, LLC (“Grayjack”) – Ollie Wilkins (Texas)**

GrayJack is a Texas limited liability company formed on October 22, 2010, with Ollie Wilkins as President. Its official address is ~~411 University Avenue Suite 200, 4507 103rd St., Lubbock, TX 79401, Texas 79424~~, and telephone number is ~~(806-747-9600)~~ 786-9031. The email address is [owilkins@firehousesubs.com](mailto:owilkins@firehousesubs.com). Ollie Wilkins has served as President of GrayJack Development, LLC since its inception. Since March 6, 2008, Mr. Wilkins served as President of Lubbock On Fire, Inc., doing business as Firehouse Subs, in Lubbock, Texas. From January 2000 until March 2008, he was employed by a Jason’s Deli Franchisee as a Manager and Store Director.

**GregWhitney’s Enterprises, Inc. (“GWE”) – David Johnson (Kansas/ Missouri)**

GWE is a Missouri corporation formed on June 14, 2012, with David Johnson as President. Their official address is 14209 Northeast 154<sup>th</sup> Street, Kearney, Missouri 64060, and their telephone number is (816) ~~628-3543-682-9469~~. The email addresses are [djohnson@firehousesubs.com](mailto:djohnson@firehousesubs.com) and [jeanann.johnson@firehousesubs.com](mailto:jeanann.johnson@firehousesubs.com).

***GWE, David Johnson, President:*** David Johnson has served as President since its inception. Prior to founding GWE, Mr. Johnson was an Area Representative Consultant for Firehouse of America, LLC from December 2011 through August 2012. He is also President of GregWhitney’s Escape Route, LLC, which has operated a Firehouse Subs franchise in Kansas City, Missouri since January 2009.

***GWE, Jean Ann Johnson, Secretary:*** Jean Ann Johnson has served as Secretary since its inception. Prior to founding GWE and joining Firehouse Subs, Mrs. Johnson was employed by the State of Missouri for 23 years.

**Gulf Restaurant Holdings, LLC (“Gulf”) – Richard Taylor (Florida)**

Gulf is a Florida limited liability company formed in 2013. Its principal address is ~~8513 Cypress Hollow Court, Sanford~~ [3100 Creighton Landing Rd., Fleming Island, Florida 32771, 32002](#), and telephone number is ~~(407) 948-7928-904~~ 813-8436. The email addresses are [rtaylor@firehousesubs.com](mailto:rtaylor@firehousesubs.com) and [mkelly@firehousesubs.com](mailto:mkelly@firehousesubs.com).

***Gulf, Richard Taylor, President:*** Mr. Taylor has been President of Gulf since its formation. From February 2001 until July 2002, FIREHOUSE SUBS® employed him as Director of Training and Program Development from October 1996 until December 2000, he was employed by Quincy’s Steakhouse, Jacksonville, Florida as a Market Leader. From January 1983 until July 1995, he was employed by Advantica Hardees in Spartanburg, South Carolina as a Regional Director. He is also President of Wildfire Development Group, LLC and Vice President of Coastal Restaurant Group, LLC.

***Gulf, Michael T. Kelly, Vice President:*** Mr. Kelly has been Vice President of Gulf since November 2006. He is also Vice President of Wildfire Development Group, LLC and President of Coastal Restaurant Group, LLC.

**Heritage Restaurant Development, Inc. (“HRD”) – Ever Santana (New Jersey/New York)**

HRD is a New Jersey corporation formed on May 10, 2012, with Ever Santana as President. Their official address is ~~130 West Parkway, Pompton Plains~~ [360 US Highway Route 46 E, Ste. 1, Totowa, New Jersey 07444, 07512](#), and their telephone number is (973) ~~248-9168-237-1320, Extension 100~~. The email address is [ever.santana@firehousesubs.com](mailto:ever.santana@firehousesubs.com). Ever Santana has served as President since its inception. Prior to founding HRD, Mr. Santana was Vice President and Chief Operating Officer of WayToDough, Inc., where he was in charge of restaurant operations and development between February 2003 and October 2012. Between October 2000 and February 2003, he was a business consultant for Allied Domecq QSR (Dunkin’ Brands).

**Houston Restaurant Group, LLC. (“HRG”) – Michael McCown (Texas)**

HRG is a Texas limited liability company whose principal address is ~~12149 FM 1960 W Ste. A, Houston~~ [17207 Sky Haven, Tomball, Texas, 77377](#), and its telephone number is (832) 877-6538. The email address is [mmcown@firehousesubs.com](mailto:mmcown@firehousesubs.com). HRG was founded in March 2005 by Mike McCown, Martin Hart, Jim Zarley, Steve Umberger, and Keith Sullins. Mike McCown has served as President of HRG since its formation. Prior to founding HRG, Mr. McCown served as Vice President of Operations for Houston Pizza Venture, LP, the greater-Houston area Papa John’s franchisee, in which he is a partner.

**The Incendia Group, LLC (“IG”) – Randy Judd (Utah)**

The Incendia Group, LLC was established in September 2009, with Randy Judd being the Member Manager. Their official address is ~~3411 West Sapporo Circle, Taylorsville~~ [1008 East Ft. Union Blvd., Midvale, Utah 84084, 84047](#) and its telephone number is (801) 201-5811. The email address is [rjudd@firehousesubs.com](mailto:rjudd@firehousesubs.com). Mr. Judd has more than 25 years of restaurant experience and holds a BS from Arkansas Tech University and an MBA from Brigham Young University. From March 2003 to February 2009, Mr. Judd was a Franchise Business Consultant with IHOP. From February 2001 to March 2003, he was employed by Sodexo Corporate Services as a multi-unit manager. He has also held Franchise Business Consulting positions with Papa Murphy’s Pizza and International Dairy Queen.

**JASS of Northern California Development Group, LLC (“JASS”) – Scott Kinner (California)**

JASS is a California limited liability company formed in May 2012, with Scott Kinner as President. The official address is 41804 Mission Cielo Court, Fremont, CA 94539, and telephone number is (510) 673-4785. The email address is [scott.kinner@firehousesubs.com](mailto:scott.kinner@firehousesubs.com). From November 2004 to March 2012, Mr. Kinner was an Area Manager and Director of Operations for Chipotle Mexican Grill in Northern California. Prior to then, he was Business Consultant and Director of Operations for McDonald’s Restaurants in Northern California from July 1977 to June 2004.

**JCCP Incorporated (“JCCP”) – James Broschious (Alabama/ Florida/ Mississippi)**

JCCP is a Florida corporation located at 284 Plantation Hill Road, Gulf Breeze, Florida 32561, since its formation on July 10, 2000. JCCP’s telephone number is (850) 982-0323 and its email address is [jbroschious@firehousesubs.com](mailto:jbroschious@firehousesubs.com).

***JCCP, James Broschious President:*** James Broschious has been the President of JCCP and operates as our area representative in parts of Alabama, Florida, and Mississippi. From September 30, 1982 until January 4, 2000, he was employed by Quincy's Restaurants, Inc. in various positions in Pensacola, Florida. He began as an Assistant Manager, and moved up through the ranks to General Manager, District Leader and Regional Leader. In 1998, he was promoted to Vice President of Operations, a position he held until he left in January 2000 to pursue Firehouse Subs®.

***JCCP, Cheryl E. Broschious, Vice President:*** Cheryl E. Broschious has been Vice President of JCCP since 2000. From 1985 to 2000, she was employed by Quincy's Restaurants, Inc. in various positions in Pensacola, Florida.

**JRC Consulting, LLC ("JRC") – Joseph "Bob" Conochalla ( Kentucky/Indiana/Tennessee)**

JRC is a Kentucky limited liability company whose principal place of business is 1018 Forest Lake Drive, Lexington, Kentucky 40515, and its telephone number is (859) 509-2108. The email address is [bconochalla@firehousesubs.com](mailto:bconochalla@firehousesubs.com). JRC was founded in 2006 by Bob Conochalla. Bob has served as President of JRC since its formation. Prior to JRC, Bob was Director of Training, Area Supervisor, and Franchise Business Consultant for Seed Restaurant Group d/b/a Fazoli's Restaurants in Lexington, Kentucky from November 1991 to December 2005.

**K&N Liggett, LLC ("K&N") – Matthew Liggett (Maryland/ Pennsylvania/ West Virginia)**

K&N is a Pennsylvania limited liability company formed on October 26, 2011, with Matt Liggett as President. Their official address is 13940 Mystic Rock Road, Columbiana, Ohio 44408, and telephone number is ~~(865) 228-9559, 724) 822-2244~~. The email address is [matt.liggett@firehousesubs.com](mailto:matt.liggett@firehousesubs.com). Mr. Liggett has served as President of K&N since its inception. From March 1999 to August 2011, Mr. Liggett was employed by Pilot Travel Centers as Region Manager.

**LaddarLaddAr Works, Inc. ("LW") – Samuel D. Stanovich (Illinois/Indiana)**

Laddar Works, Inc. is an Illinois corporation formed on September 16, 2016, with Samuel D. Stanovich as CEO. The official address is 356 Shenstone Road, Riverside, Illinois 60546, and telephone number is (708) ~~356359~~-1911. The email addresses are [sam.stanovich@firehousesubs.com](mailto:sam.stanovich@firehousesubs.com) and [carmia.stanovich@firehousesubs.com](mailto:carmia.stanovich@firehousesubs.com).

***LW, Samuel D. Stanovich, CEO:*** Sam has served as CEO of LW since its inception. Prior to LW, Mr. Stanovich served as Director of Partner Product Development and Industry Affairs for the National Restaurant Association (2006-2015), CEO for the Heritage Corridor Convention and Visitors Bureau (2004-2006), and General Manager, Marriott International (1993-2004). Mr. Stanovich received his Bachelor's Degree in Hospitality Management from Johnson and Wales University. He presently serves on the Board of Directors for the non-profit Housing Forward.

***LW, Carmia (Mia) Stanovich COO:*** Mia has served as COO of LW since February 2016. Prior to LW, Mrs. Stanovich served as Director Sales for the Naperville Convention and Visitors Bureau (2004-2016).

**Latin America Subs, LLC ("LAS") – Aniceto Solares (Puerto Rico)**

LAS is a Delaware limited liability company authorized to do business in Puerto Rico on May 23, 2011. Aniceto Solares is the President as of 2014. Their physical address is Puerto Nuevo Distribution



Center, Building 1, State Road #5 KM 27.4 Catano, Puerto Rico 00962, and its telephone number is 787-474-7913. The email address is [aniceto.solares@firehosesubs.com](mailto:aniceto.solares@firehosesubs.com). Mr. Solares has been with Caribbean Restaurants, LLC, the parent of LAS, for over 33 years. During this time, he has held various positions throughout the organization, including Director of Training, Vice President of Operations and Executive Vice President. He is currently CEO.

**LBF 2 LLC (“LBF”) - Michael Domico (Missouri)**

LBF is a Missouri limited liability company formed in November 2012, with Michael Domico as the President. The official address is ~~11034 Village Drive West, Foristell~~ [1650 Beale St., #550, St. Charles, Missouri 63348. 63303](mailto:mdomico@firehousesubs.com). The phone number is (618) 305-9639 and email address is [mdomico@firehousesubs.com](mailto:mdomico@firehousesubs.com). Michael Domico has served as the President since its inception. Mr. Domico was a Franchise Business Manager for Firehouse of America from March 2010 through February 2013. Prior to joining Firehouse Subs, he served as a Franchise Business Manager for Dunkin’ Brands in the Midwest region from March 2009 to November 2009. From August 2007 to January 2009, he was Director of Operations for Miracle Restaurant Group, who operated several Arby’s and Dunkin’ Donuts restaurants in the Chicago area. From October 2005 to August 2007, he was a franchisee with Elliott’s Off Broadway Deli in Chicago, IL.

**Lowe Area Management, Inc. (“LAM”) – Daniel and Lindsay Lowe (Washington D.C./Maryland/Virginia)**

LAM is a Virginia corporation whose principal place of business is 44368 Stone Roses Circle, Ashburn, Virginia 20147, and its telephone number is (703) ~~635-9400~~ [731-6013](mailto:dlowe@firehousesubs.com). LAM was founded on March 22, 2006 by Lindsay and Daniel Lowe. The emails addresses are [dlowe@firehousesubs.com](mailto:dlowe@firehousesubs.com) and [llowe@firehousesubs.com](mailto:llowe@firehousesubs.com).

**LAM, Lindsay Lowe, President:** Lindsay has served as President of LAM since its formation in 2006. From 2002 to 2006, Lindsay was employed as Director of Operations with Domino’s Pizza. From 1998 to 2003, Lindsay served as an Assistant Manager with Papa John’s.

**LAM, Daniel Lowe, Director of Operations:** Daniel has served as Director of Operations of LAM since its formation in 2006. From 1997 to 2006, Daniel was a Domino’s Pizza franchisee. From 1998 to 2003, Daniel served as a Supervisor with Papa John’s.

**~~MJ Cowan Enterprises, Inc. (“MJC”) – Jennifer Cowan (Nevada)~~**

~~———— MJC is a Nevada corporation formed on July 5, 2006. Its principal address is 1380 Dressen Avenue, Las Vegas, NV 89123, and its telephone number is (702) 617-9840. The email addresses are [jeowan@firehousesubs.com](mailto:jeowan@firehousesubs.com) and [mcowan@firehousesubs.com](mailto:mcowan@firehousesubs.com)—~~

~~**MJC, Jennifer Cowan, President:** Jennifer Cowan has been President of MJC since its formation. From April 2004 until December 2006, FIREHOUSE SUBS® employed her as Director of Research & Development. From 1982 until March 2004, she was employed by Denny’s Inc. in Spartanburg, South Carolina, in various capacities, including Sr. Manager of Product Development, Manager of Product Development, Sr. Food Technologist and Food Technologist.—~~

~~**MJC, Mark Cowan, Vice President:** Mark Cowan has been Vice President of MJC since its formation. From February 2004 until December 2006, FIREHOUSE SUBS® employed him as Director of Purchasing. From July 1991 through January 2204, he was~~

~~employed by Denny's Inc. in Spartanburg, South Carolina as Manager Non-Food Purchasing.~~

**One Fired Up Group, LLC ("OFU") - Ted Tallman (Florida)**

OFU is a Florida limited liability company formed on October 23, 2002. Its principal address is 9562 Campi Drive, Lake Worth, Florida 33467 and its telephone number is (561) 714-7260. The email address is [tallman@firehousesubs.com](mailto:tallman@firehousesubs.com). Ted Tallman has been its President since September of 2004. From December of 1997 until September of 2003, Ted worked with CiCi's Pizza as General Manager (4 months), Training Manager (10 months) and District Manager (remaining 4+ years). From February of 1997 until December of 1997, Ted was owner and operator of 2 Brothers Bistro in Atlanta, GA. From January of 1996 until February of 1997, Ted served as manager of Ebbitts Field Grill in Atlanta, GA. From December of 1995 until January of 1996, Ted served as General Manager of Adams at the Fox in Atlanta, GA. From December of 1993 until December of 1995, Ted served as manager of Veni Vidi Vici in Atlanta, GA.

**Pacific Northwest Development Group, LLC ("PNWD") – Maryellen Mech (Oregon/Washington)**

PNWD is a Washington limited liability company formed on May 30, 2013, with Maryellen Mech as President. Their official address is 3605 NW 26<sup>th</sup> Avenue, Camas, Washington 98607, and telephone number is (360) 823-9752. The email address is [Maryellen.mech@firehousesubs.com](mailto:Maryellen.mech@firehousesubs.com). Maryellen Mech has served as President and Operating Partner of PNWD since its inception. From April 1999 to November 2012, Ms. Mech was employed by Papa Murphy's International Incorporated where she served in numerous leadership positions in operations and as Vice President of Human Resources. Ms. Mech also worked for McDonald's Corporation from 1988 – 1999 in Portland, Oregon in various store level positions as well as a McOpCo Area Supervisor.

**P&F Development Group LLC ("PFDG") – Jeff Press (California)**

PFDG is a California limited liability company formed on November 22, 2011. The Members of PFDG are Jeff Press, Jim Fick, Jennifer Press, and Julie Fick. Their official address is 24518 Wayman Street, Newhall, California 91321, and telephone number is (661)-755-0711. The email addresses are [jeff.press@firehousesubs.com](mailto:jeff.press@firehousesubs.com), [jim.fick@firehousesubs.com](mailto:jim.fick@firehousesubs.com), [jennifer.press@firehousesubs.com](mailto:jennifer.press@firehousesubs.com), and [julie.fick@firehousesubs.com](mailto:julie.fick@firehousesubs.com).

***Jeff Press, Member:*** Between February 9, 2011 and September 16, 2011, he was the Regional Manager for Freebirds World Burrito in California. From May 5, 1989 to February 8, 2011, Mr. Press was employed by Brinker International - Chili's Grill and Bar in Southern California; he held various positions from Manager, GM, Managing Partner and Area Director.

***Jim Fick, Member:*** From August 2001 to Sept 2011, Mr. Fick was employed by Brinker International - Chili's Grill and Bar; he held various positions from Manager, General Manager and Financial Champion.

***Jennifer Press, Member:*** Between 1998 and 2015 Jennifer Press was an RDA (registered dental assistant) for Dr. Raymond Lee.

***Julie Fick, Member:*** From January 2003 to August 2014, Julie was employed with Brinker International Chili's Grill, where she held various positions from Manager, Training Manager, and Acting GM in Southern California.

**Progressive Restaurant Group, Inc. (“PGI”) – Timothy K. Goss (North Carolina)**

PGI is a North Carolina corporation formed in 1997. Its principal place of business is 903 Carisbrooke Lane, Waxhaw, North Carolina 28173, and its telephone number is (704) 576-6919. The email address is [tgoss@firehousesubs.com](mailto:tgoss@firehousesubs.com). Timothy K. Goss has been President of PGI since its formation. From 1982 until 1997, he was employed by Quincy’s Steakhouse as a Market Leader in the Spartanburg, South Carolina area.

**RBH Firehouse Enterprises, LLC (“RBH”) – James Costello (Kansas/ Nebraska/ Oklahoma)**

RBH is an Oklahoma limited liability company formed on November 23, 2011 with James E. Costello, III as President. Their official address is 2309 Forest Road Circle, Norman, Oklahoma 73026, and their telephone number is (405-) 206-7127. The email address is [jim.costello@firehousesubs.com](mailto:jim.costello@firehousesubs.com). James Costello has served as President of RBH since its inception. From June 2008 through November 2011, Mr. Costello was a Realtor at Centennial & Don Cies Real Estate. Between September 2008 and July 2009, he was a Manager with Blockbuster Video in Oklahoma City. He was President of Norman Pizza, Inc. d/b/a Domino’s Pizza from September 1992 to October 2007.

**R & R Area Development of Philadelphia, Inc. (“R&R”) – Robert Lowe (Pennsylvania)**

R & R is a Pennsylvania corporation formed on August 11, 2010 with Bob Lowe as President. Their official address is ~~2003 West Street Road, West Chester~~ [235 Lancaster Avenue, Frazer, Pennsylvania 19382, 19355](#), and telephone number is (302) 332-0020. The email address is [bob.lowe@firehousesubs.com](mailto:bob.lowe@firehousesubs.com). Mr. Lowe has served as President of R & R Area Development of Philadelphia since its inception. From December 6, 2000 to May 17, 2010 he owned and operated eight Domino’s Pizza stores as a Franchisee. From June 1996 to December 5, 2000, he was a Manager for Bigger’s Enterprise, d/b/a Domino’s Pizza.

**Smokey One, Inc. (“SO”) – Charles Fryman (Ohio)**

Smokey One is an Ohio corporation formed on April 16, 2010, with Charles Fryman as President. Their official address is 5139 Chukker Point Lane Cincinnati, ~~OH~~ [Ohio](#) 45244, and telephone number is (317) 694-2005. The email address is [cfryman@firehousesubs.com](mailto:cfryman@firehousesubs.com). Charles Fryman has served as President of SO since its inception. From October of 2008 until January of 2010, Mr. Fryman was self-employed as a Restaurant Consultant. Mr. Fryman’s career at Lone Star Steakhouse and Saloon began in January of 1993 until October of 2007 as a Regional Manager.

**Southeastern Interstate Group, LLC (“SIG”) (Georgia/South Carolina/North Carolina/Tennessee)**

SIG is a North Carolina corporation formed in 2004. Its principal place of business is 903 Carisbrooke Lane, Waxhaw, North Carolina 28173, and its telephone number is (704) ~~565-5230, 576-6929~~. The email addresses are [tgoss@firehousesubs.com](mailto:tgoss@firehousesubs.com), [shooks@firehousesubs.com](mailto:shooks@firehousesubs.com), and [bmitchell@firehousesubs.com](mailto:bmitchell@firehousesubs.com).

***SIG, Timothy K. Goss, President:*** Mr. Goss has been a Managing Member of SIG since its formation. From 1982 until 1997, he was employed by Quincy’s Steakhouse as a Market Leader in the Spartanburg, South Carolina area. He has also served as President of Progressive Restaurant Group, LLC since 1997.



***SIG, Shawn Hooks, Partner:*** Ms. Hooks has been one of SIG's Partners since 2004. She has also been President of Get Toasted, Inc. since 2003.

***SIG, William Howard Mitchell, Partner:*** Mr. Mitchell has been a Member of SIG since 2004. He has also been President of Carolina Sub House, LLC since December 2002.

**Spark Developments, Inc. ("Spark") – John Kupiec (Michigan)**

Spark was incorporated on March 10, 2011 in Grand Blanc, Michigan with John Kupiec as its President. The official address is 9221 Creekwood Lake Trail, Grand Blanc, Michigan 48439, and the telephone number is (810) 240-0443. The email address is [john.kupiec@firehousesubs.com](mailto:john.kupiec@firehousesubs.com). John Kupiec is the sole owner and President of Spark since its inception. From May 1984 to December 2011, Mr. Kupiec served as President of Canadian American Corporation in Flint, Michigan. From February 1996 to current, he serves as the managing partner for Keljon, LLC (a real estate and investment company in Michigan). From March 1988 to current, Mr. Kupiec serves as the managing partner of Kupiec Farms, LLC (a cash crop farm operation in Michigan).

**Top Line Restaurant Management, Inc. ("TLRM") – Tom Davis (Iowa/Nebraska)**

TLRM is a Nebraska corporation formed on March 2011, with Tom Davis as President. The official address is 18413 Thayer Street, Bennington, NE, 68007 and telephone number is [402-650-8610](tel:402-650-8610). The email addresses are [tom.davis@firehousesubs.com](mailto:tom.davis@firehousesubs.com), [zachary.davis@firehousesubs.com](mailto:zachary.davis@firehousesubs.com), [joe.garry@firehousesubs.com](mailto:joe.garry@firehousesubs.com), and [brian.bair@firehousesubs.com](mailto:brian.bair@firehousesubs.com).

***TLRM, Tom Davis, President:*** From February of 1999 through October of 2006, Mr. Davis owned and operated 14 Panera Breads in a 3-state region. In 2006, the company was sold back to Panera Bread Corp., and Mr. Davis remained on as a Joint Venture Partner until August of 2010.

***TLRM, Zachary Davis, Member:*** Since 2011, Zachary has served as an Area Representative for TLRM. From 1993 to 2011, he worked at Burger King, Panera Bread, and Old Chicago in various positions.

***TLRM, Brian Bair, Member:*** Since December 2012, Brian has served as an Area Representative for TLRM, and General Manager for On A 3, LLC. From March 2000 to December 2012, he worked at Panera Bread as a Joint Venture General Manager.

***TLRM, Joe Garry, Member:*** Since May 2011, Joe has served as an Area Representative for TLRM. From 2003 to 2011, he worked at Schlotzky's Deli, Biaggi's Ristorante, and Old Chicago in various positions.

**TRM Business Ventures, Inc. ("TRM") – Ronald Harris (Minnesota/Wisconsin)**

TRM is a Minnesota corporation formed on December 11, 2010, with Ron Harris as President. The official address is 4747 Fremont Avenue North, Minneapolis, Minnesota 55430, and telephone number is (847) 863-1414. The email address is [ron.haris@firehousesubs.com](mailto:ron.haris@firehousesubs.com). Ron Harris has served as President of TRM since its inception. From July 1994 to August 18, 2010, Mr. Harris was employed by Romano's Macaroni Grill in the role as Area Director. He also held the position of General Manager with Red lobster from 1987-1994.

**Wildfire Development Group, LLC (“Wildfire”) – Richard Taylor (Florida)**

Wildfire was formed in Florida on March 19, 2002. Its principal address is ~~1538 El Pardo Drive, Trinity~~[3110 Creighton Landing Rd., Fleming Island, Florida 34655,32003](#), and its telephone numbers are (407) 549-5489 and ~~(727) 836-9771~~[\(904\) 813-8436](#). The email addresses are [rtaylor@firehousesubs.com](mailto:rtaylor@firehousesubs.com) and [mkelly@firehousesubs.com](mailto:mkelly@firehousesubs.com).

***Wildfire, Richard Taylor, President:*** Richard Taylor has been President of Wildfire since its formation. From February 2001 until July 2002, FIREHOUSE SUBS® employed him as Director of Training and Program Development. From October 1996 until December 2000, he was employed by Quincy’s Steakhouse, Jacksonville, Florida as a Market Leader. From January 1983 until July 1996, he was employed by Advantica Hardees in Spartanburg, South Carolina as a Region Leader. He is also Vice President of Coastal Restaurant Group, LLC and President of Gulf Restaurant Holdings, LLC.

***Wildfire, Michael T. Kelly, Vice President:*** Mr. Kelly has been Wildfire’s Vice President since May 2002. He is also President of Coastal Restaurant Group, LLC, and Vice President of Gulf Restaurant Holdings, LLC.

**EXHIBIT P TO THE DISCLOSURE DOCUMENT**

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**LIST OF FRANCHISE OWNERS**

**AS OF DECEMBER ~~25, 2016~~ 31, 2017**

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**LIST OF US FRANCHISED RESTAURANTS  
OPEN AND OPERATING  
AS OF DECEMBER ~~25, 2016~~31, 2017**

| STATE   | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                   | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|---------|---|---|-----------------|-------------------------------|
| ALABAMA | PFI-Alabaster, Inc.<br>P: Claudia Porter<br>5005 Shandwick Circle<br>Birmingham, AL 35242<br>(205) 612-3186<br><a href="mailto:cporter@firehousesubs.com">cporter@firehousesubs.com</a>   | 100 S. Colonial <del>Dr.</del> Drive, #1200 | Alabaster       | AL 35007                      |
| ALABAMA | H & R Restaurants, LLC<br>P: Larry Richard<br><del>2610 Cherokee Drive<br/>Greensboro, GA 30642</del><br><a href="mailto:lrichard@firehousesubs.com">8572 Madison Boulevard<br/>Madison, AL 35758</a><br>(850) 261-5344<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a> | 935 HWY 72E, Suite A                        | Athens          | AL 35611                      |
| ALABAMA | War Eagle Wiches, LLC<br>P: Amy Griggs<br>64 North Haven Road<br>Seale, AL 36875<br>(706) 527-0673<br><a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>  | 1907 S. College St., Suite 108              | Auburn          | AL 36832                      |
| ALABAMA | CWC Group, LLC<br>P: James Cain<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(334) 695-1271<br><a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>   | 4917 Promenade Pkwy., Suite 105             | Bessemer        | AL 35022                      |
| ALABAMA | JFC Development, LLC<br>P: James Cain<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(334) 695-1271<br><a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>   | 1483 Gadsden Hwy., #1312                    | Birmingham      | AL 35235                      |

| STATE              | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS   | RESTAURANT CITY                              | RESTAURANT STATE AND ZIP CODE             |
|--------------------|---|---|--|---|
| ALABAMA            | Porter Family Investments, Inc.<br>P: Claudia Porter<br>5005 Shandwick Circle<br>Birmingham, AL 35242<br>(205) 612-3186<br><a href="mailto:cporter@firehousesubs.com">cporter@firehousesubs.com</a>   | 5269 Hwy 280 S., Suite B-8  | Birmingham                                   | AL 35242                                  |
| ALABAMA            | PFI – Vestavia, Inc.<br>P: Claudia Porter<br>5005 Shandwick Cir.<br>Birmingham, AL 35242<br>(205) 296-5694<br><a href="mailto:cporter@firehousesubs.com">cporter@firehousesubs.com</a>  | 623 Montgomery Hwy.   | Birmingham                                   | AL 32516                                  |
| ALABAMA            | <del>PFI – Altadena, Inc.</del> <a href="#">Alta Enterprises, LLC</a><br>P: <del>Claudia Porter</del> <a href="#">Justin Clark</a><br><del>5005 Shandwick Circle</del><br><a href="#">741 Rosebury Road</a><br><del>Birmingham, AL 35242</del> <a href="#">Helena, AL 35080</a><br><del>(205) 612-3186</del> <a href="#">(863) 241-3476</a><br><del><a href="mailto:cporter@firehousesubs.com">cporter@firehousesubs.com</a></del> <a href="mailto:justin.clark@firehousesubs.com">justin.clark@firehousesubs.com</a> | 4704 Cahaba River Rd. – Ste <a href="#">Road, Suite J-1</a>                 | Birmingham                                   | AL 35243                                  |
| ALABAMA            | <del>PFI – UABS &amp; J Allday Foods, Inc.</del><br>P: <del>Stephen Porter</del> <a href="#">Scott Allday</a><br><del>5005 Shandwick Circle</del><br><del>P.O. Box 1240</del><br><del>Birmingham, AL 35242</del> <a href="#">Foley, AL 36536</a><br><del>(205) 612-3186</del> <a href="#">(251) 986-7827</a><br><del><a href="mailto:stephen.porter@firehousesubs.com">stephen.porter@firehousesubs.com</a></del> <a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>                            | <del>1928</del> <a href="#">6890-B-11<sup>th</sup> Ave. – S6 Highway 90</a> | <del>Birmingham</del> <a href="#">Daphne</a> | AL <del>35205</del> <a href="#">36526</a> |
| <del>ALABAMA</del> | <del>S &amp; J Allday Foods, Inc.</del><br>P: <del>Scott Allday</del><br><del>P.O. Box 1240</del><br><del>Foley, AL 36536</del><br><del>(251) 986-7827</del><br><del><a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a></del>   | <del>6890-6 Highway 90</del>  | <del>Daphne</del>                            | <del>AL 36526</del>                       |
| ALABAMA            | S & J Allday Foods, Inc.<br>P: Scott Allday<br>P.O. Box 1240<br>Foley, AL 36536<br>(251) 986-7827<br><a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>   | 9912 Dimitrious <del>Ave.</del> <a href="#">Avenue</a>                      | Daphne                                       | AL 36526                                  |

| STATE   | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS   | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|---------|--|---|-----------------|-------------------------------|
| ALABAMA | HRT Restaurants, LLC<br>P: Larry Richard<br><del>2610 Cherokee Drive</del><br><del>Greensboro, GA 30642</del><br><a href="#">8572 Madison Boulevard</a><br><a href="#">Madison, AL 35758</a><br>(850) 261-5344<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a> | 2812 Spring Ave SW, Suite G   | Decatur         | AL 35603                      |
| ALABAMA | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>   | 3850 W. Main St., Unit 806  | Dothan          | AL 36305                      |
| ALABAMA | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>   | 3255 S. Oates <del>St.</del> <a href="#">Street</a> , <del>Ste.</del> <a href="#">Suite</a> 8 | Dothan          | AL 36301                      |
| ALABAMA | Yager Investments, LLC<br>P: Gene Yager<br>155 Rosemont Court<br>Enterprise, AL 36330<br>(334) 715-6551<br><a href="mailto:gyager@firehousesubs.com">gyager@firehousesubs.com</a>  | 607-E Boll Weevil Circle  | Enterprise      | AL 36330                      |
| ALABAMA | S & J Allday Foods, Inc.<br>P: Scott Allday<br>PO Box 1240<br>Foley, AL 36536<br>(251) 752-4806<br><a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>  | 113 S Greeno Road, Suite E  | Fairhope        | AL 36532                      |
| ALABAMA | S & J Allday Foods, Inc.<br>P: Scott Allday<br>P.O. Box 1240<br>Foley, AL 36536<br>(251) 986-7827<br><a href="mailto:sallday@firehousesubs.com">sallday@firehousesubs.com</a>  | 167 9 <sup>th</sup> <del>Ave.</del> <a href="#">Avenue</a>                                    | Foley           | AL 36535                      |

| STATE                   | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS   | RESTAURANT CITY            | RESTAURANT STATE AND ZIP CODE |
|-------------------------|---|---|----------------------------|-------------------------------|
| ALABAMA                 | JFC Development, LLC<br>P: James Cain<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(334) 695-1271<br><a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>   | 3477 Lowery Parkway, Suite 115                                    | Fultondale                 | AL 35068                      |
| ALABAMA                 | Harris Restaurant Group, LLC<br>P: Darryl Harris<br>270 Oak Hill Dr.<br>Wedowee, AL 36278<br>(817) 791-7685<br><a href="mailto:dharris@firehousesubs.com">dharris@firehousesubs.com</a>   | 332 E. Meighan Blvd., <del>Ste.</del> <a href="#">Suite</a> G-3   | Gadsden                    | AL 35903                      |
| ALABAMA                 | DMC Development, Inc.<br>P: David Conklin<br>192 Wild Timber Parkway<br>Pelham, AL 35124<br>(863) 528-4824<br><a href="mailto:dconklin@firehousesubs.com">dconklin@firehousesubs.com</a>  | 429 Greensprings Hwy.   | Homewood                   | AL 35209                      |
| ALABAMA                 | Tetra Ventures, LLC<br>P: James Cain<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(334) 695-1271<br><a href="mailto:james.cain@firehousesubs.com">james.cain@firehousesubs.com</a>  | 181 Main Street, <del>Ste.</del> <a href="#">Suite</a> 213        | Hoover                     | AL 35216                      |
| ALABAMA                 | Jones Valley Restaurant FH, LLC<br>P: Zane Laney<br>2750 Carl T. Jones Dr., Ste. 810<br>Huntsville, AL 35802<br>(256) 603-2411<br><a href="mailto:zlaney@firehousesubs.com">zlaney@firehousesubs.com</a>  | 2750 Carl T. Jones Dr., <del>Ste.</del> <a href="#">Suite</a> 810 | Huntsville                 | AL 35802                      |
| <a href="#">ALABAMA</a> | <a href="#">H &amp; R Restaurants, LLC</a><br><a href="#">P: Larry Richard</a><br><a href="#">8572 Madison Boulevard</a><br><a href="#">Madison, AL 35758</a><br><a href="#">(850) 261-5344</a><br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a> | <a href="#">6275 University Drive</a>                             | <a href="#">Huntsville</a> | <a href="#">AL 35806</a>      |

| STATE                   | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS   | RESTAURANT CITY        | RESTAURANT STATE AND ZIP CODE             |
|-------------------------|---|---|------------------------|---|
| ALABAMA                 | H & R Restaurants, LLC<br>P: Larry Richard<br><del>2610 Cherokee Drive<br/>Greensboro, GA 30642</del><br><a href="#">8572 Madison Boulevard<br/>Madison, AL 35758</a><br>(850) 261-5344<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a> | <del>6275 University Drive<br/>3022 Memorial Pkwy.</del>                | Huntsville             | AL <del>35806</del> <a href="#">35801</a> |
| ALABAMA                 | H & R Restaurants, LLC<br>P: Larry Richard<br>8572 Madison <del>Blvd.</del> <a href="#">Boulevard</a><br>Madison, AL 35758<br>(850) 261-5344<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>  | <del>3022 Memorial Pkwy</del> <a href="#">1079 Balch Road, Suite A</a>  | Huntsville             | AL <del>35801</del> <a href="#">35758</a> |
| <del>ALABAMA</del>      | <del>H &amp; R Restaurants, LLC<br/>P: Larry Richard<br/>2610 Cherokee Drive<br/>Greensboro, GA 30642<br/>(850) 261-5344<br/>lrichard@firehousesubs.com</del>   | <del>1079 Balch Road, Ste. A</del>                                      | <del>Huntsville</del>  | <del>AL 35758</del>                       |
| ALABAMA                 | H & R Restaurants, LLC<br>P: Larry Richard<br><del>2610 Cherokee Drive<br/>Greensboro, GA 30642</del><br><a href="#">8572 Madison Boulevard<br/>Madison, AL 35758</a><br>(850) 261-5344<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a> | 3572 Madison Blvd., Unit U  | Madison                | AL 35758                                  |
| <a href="#">ALABAMA</a> | <a href="#">JD Chandler &amp; Associates, LLC</a><br>P: James Chandler<br><a href="#">27321 Creekwood Drive<br/>Daphne, AL 36526</a><br>(251) 454-2536<br><a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>                              | <a href="#">3075 Government Blvd., B105</a>                             | <a href="#">Mobile</a> | <a href="#">AL 36606</a>                  |
| ALABAMA                 | JD Chandler & Associates, LLC<br>P: James Chandler<br>27321 Creekwood Drive<br>Daphne, AL 36526<br>(251) 454-2536<br><a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>   | <del>3075 Government</del> <a href="#">3694 Airport Boulevard, B105</a> | Mobile                 | AL <del>36606</del> <a href="#">36608</a> |



| STATE   | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                                     | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|---------|--|---|-----------------|-------------------------------|
| ALABAMA | JD Chandler & Associates, LLC<br>P: James Chandler<br>27321 Creekwood Drive<br>Daphne, AL 36526<br>(251) 454-2536<br><a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>            | 3694 Airport Blvd.  | Mobile          | AL 36608                      |
| ALABAMA | JD Chandler & Associates, LLC<br>P: James Chandler<br>27321 Creekwood Drive<br>Daphne, AL 36526<br>(251) 454-2536<br><a href="mailto:jdchandler@firehousesubs.com">jdchandler@firehousesubs.com</a>            | 5300-C Hallsmill <del>Rd.</del> <a href="#">Road</a>          | Mobile          | AL 36619                      |
| ALABAMA | Hillcrest Foods, LLC<br>P: Jim Sherman<br>1140 Wakefield Dr. W.<br>Mobile, AL 36695<br>(251) 767-5304<br><a href="mailto:jsherman@firehousesubs.com">jsherman@firehousesubs.com</a>                            | 6300 Grelot <del>Rd.</del> <a href="#">Road</a>               | Mobile          | AL 36695                      |
| ALABAMA | JES Enterprises, LLC<br>P: Ed Smith<br>9331 Preston Place<br>Montgomery, AL 36117<br>(334) 231-2451<br><a href="mailto:esmith@firehousesubs.com">esmith@firehousesubs.com</a>                                  | 6661 Atlanta Hwy.   | Montgomery      | AL 36117                      |
| ALABAMA | Sherrod Development Company, Inc.<br>P: Douglas Sherrod<br>3517 Lancaster Lane<br>Montgomery, AL 36106<br>(334) 467-1868<br><a href="mailto:doug.sherrod@firehousesubs.com">doug.sherrod@firehousesubs.com</a> | 2890 Zelda <del>Rd.</del> <a href="#">Road</a>                | Montgomery      | AL 36106                      |
| ALABAMA | War Eagle Wiches, LLC<br>P: Amy Griggs<br>64 North Haven Road<br>Seale, AL 36875<br>(706) 527-0673<br><a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>                           | 3000 Pepperell Pkwy., <del>Ste.</del> <a href="#">Suite</a> 7 | Opelika         | AL 36801                      |

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| ALABAMA | Harris Restaurant Group, LLC<br>P: Darryl Harris<br>270 Oak Hill Dr.<br>Wedowee, AL 36278<br>(817) 791-7685<br><a href="mailto:dharris@firehousesubs.com">dharris@firehousesubs.com</a>  | 552 Oxford Exchange Blvd.                           | Oxford          | AL 36203                      |
| ALABAMA | JRC Holdings, LLC<br>P: Justin Clark<br>488 River Crest Drive N.<br>Helena, AL 35080<br>(863) 241-3476<br><a href="mailto:justin.clark@firehousesubs.com">justin.clark@firehousesubs.com</a>   | 2586 Cobbs Ford <del>Rd.</del> <a href="#">Road</a> | Prattville      | AL 36066                      |
| ALABAMA | GRK Investments, LLC<br>P: Rex Lewis<br>152 D Thomas Rd.<br>Ozark, AR 36360<br>(334) 770-6551<br><a href="mailto:rex.lewis@firehousesubs.com">rex.lewis@firehousesubs.com</a>  | 1007 US231 South                                    | Troy            | AL 36081                      |
| ALABAMA | <del>HRT</del> <a href="#">HRK</a> Restaurants, LLC<br>P: Larry Richard<br><del>2610 Cherokee Drive<br/>Greensboro, GA 30642</del><br><a href="#">8572 Madison Boulevard<br/>Madison, AL 35758</a><br>(850) 261-5344<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a> | 1130 University Blvd., Unit B-3                     | Tuscaloosa      | AL 35401                      |
| ARIZONA | Westside Subs, LLC<br>P: Arturo Jimenez<br>3721 S. Sea Cliff<br>Santa Ana, CA 92704<br>(661) 599-3337<br><a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>  | 485 S. Watson Road                                  | Buckeye         | AZ 85326                      |
| ARIZONA | JB Subs 2, LLC<br>P: John Beveridge<br>2053 W. Megan Street<br>Chandler, AZ 85224<br>(602) 616-7899<br><a href="mailto:john.beveridge@firehousesubs.com">john.beveridge@firehousesubs.com</a>  | 1664 E. Florence Blvd.                              | Casa Grande     | AZ 85122                      |

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| ARIZONA            | Command, LLC<br>P: William Smart<br>11992 East Sand Hills Road<br>Scottsdale, AZ 85255<br>(856) 220-2821<br><a href="mailto:william.smart@firehousesubs.com">william.smart@firehousesubs.com</a>                           | 34317 N. Cave Creek Rd., Suite 101            | Cave Creek          | AZ 85331                      |
| ARIZONA            | S. F. D. Holdings, Inc.<br>P: Robert Salcido<br>3542 E Red Oak Lane<br>Gilbert, AZ 85297<br>(480) 580-6723<br><a href="mailto:robert.salcido@firehousesubs.com">robert.salcido@firehousesubs.com</a>                       | 2100 S. Gilbert Rd., <del>Ste.</del> Suite 11 | Chandler            | AZ 85286                      |
| ARIZONA            | Firezona, LLC<br>P: Scott Friedman<br>2352 N. Steele Circle<br>Mesa, AZ 85207<br>(480) 236-1542<br><a href="mailto:sfriedman@firehousesubs.com">sfriedman@firehousesubs.com</a>  | 3245 W. Ray Rd., <del>Ste.</del> Suite 1      | Chandler            | AZ 85226                      |
| <del>ARIZONA</del> | <del>Wild Desert Enterprises, LLC<br/>P: Robert Saleido<br/>3542 E. Red Oak Lane<br/>Gilbert, AZ 85297<br/>(480) 433-6055<br/><a href="mailto:robert.saleido@firehousesubs.com">robert.saleido@firehousesubs.com</a></del> | <del>3731 S Arizona Ave. Suite 5</del>        | <del>Chandler</del> | <del>AZ 85248</del>           |
| ARIZONA            | Steamin' Subs, Inc.<br>P: Elisa Friedman<br>2352 N. Steele Circle<br>Mesa, AZ 85207<br>(480) 236-1542<br><a href="mailto:elisa.friedman@firehousesubs.com">elisa.friedman@firehousesubs.com</a>                            | 6050 W. Chandler Boulevard,<br>Suite 1        | Chandler            | AZ 85226                      |
| ARIZONA            | Nozzlehead Corporation<br>P: Randall Sevilla<br>4122 E. Harrison Street<br>Gilbert, AZ 85295<br>(480) 682-8280<br><a href="mailto:randall.sevilla@firehousesubs.com">randall.sevilla@firehousesubs.com</a>                 | 2894 S. San Tan Village Pkwy.,<br>Suite 101   | Gilbert             | AZ 85295                      |

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| ARIZONA                 | AZ Firehosers 2, Inc.<br>P: Paul Lukert<br><del>14524 N. 87<sup>th</sup> Drive</del><br><a href="#">9058 W. Watson Lane</a><br>Peoria, AZ 85381<br>(602) 930-6187<br><a href="mailto:plukert@firehousesubs.com">plukert@firehousesubs.com</a>                              | 13637 N. 59 <sup>th</sup> Avenue, Suite B          | Glendale                 | AZ 85304                      |
| ARIZONA                 | AZ Firehosers, LLC<br>P: Paul Lukert<br><del>14524 N. 87<sup>th</sup> Drive</del><br><a href="#">9058 W. Watson Lane</a><br>Peoria, AZ 85381<br>(602) 930-6187<br><a href="mailto:plukert@firehousesubs.com">plukert@firehousesubs.com</a>                                 | 20165 North 67 <sup>th</sup> Ave., Suite 122B      | Glendale                 | AZ 85308                      |
| <a href="#">ARIZONA</a> | <a href="#">FortyAte State, Inc.</a><br>P: <a href="#">Avril Tatum</a><br><a href="#">2352 North Steele Circle</a><br><a href="#">Mesa, AZ 85207</a><br><a href="#">(561) 601-1361</a><br><a href="mailto:avril.tatum@firehousesubs.com">avril.tatum@firehousesubs.com</a> | <a href="#">5803 W. Northern Avenue, Suite 100</a> | <a href="#">Glendale</a> | <a href="#">AZ 85301</a>      |
| ARIZONA                 | Westside Subs 3, LLC<br>P: Arturo Jimenez<br>16565 W. Lincoln Street<br>Goodyear, AZ 85338<br>(661) 599-3337<br><a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>   | 15525 W. Roosevelt Street, Ste. 110                | Goodyear                 | AZ 85338                      |
| ARIZONA                 | JB Subs, Inc.<br>P: John Beveridge<br>2053 W. Megan Street<br>Chandler, AZ 85224<br>(602) 616-7899<br><a href="mailto:john.beveridge@firehousesubs.com">john.beveridge@firehousesubs.com</a>   | 21083 N. John Wayne Pkwy, Suite C101               | Maricopa                 | AZ 85139                      |
| ARIZONA                 | Fire Line Restaurant Group, LLC<br>P: Linda Krause<br>1855 W. Leah Lane<br>Gilbert, AZ 85233<br>(480) 239-4050<br><a href="mailto:lkrause@firehousesubs.com">lkrause@firehousesubs.com</a>   | 3420 East Baseline Road, Suite 101                 | Mesa                     | AZ 85204                      |

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| ARIZONA | Fire Line Restaurant Group II, LLC<br>P: Aaron Krause<br>1855 W. Leah Lane<br>Gilbert, AZ 85233<br>(480) 239-4050<br><a href="mailto:akrause@firehousesubs.com">akrause@firehousesubs.com</a>                  | 1616 S. Stapley Drive, Suite 101                                      | Mesa            | AZ 85204                      |
| ARIZONA | Desert Firesubs, LLC<br>P: Jerry Griffin<br>4606 E. Elmwood Circle<br>Mesa, AZ 85205<br>(480) 861-1274<br><a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>                           | 1829 N. Power Rd. <del>Ste.</del> , <a href="#">Suite</a> 109         | Mesa            | AZ 85205                      |
| ARIZONA | Desert FireSubs #2, LLC<br>P: Jerry Griffin<br>4606 E. Elmwood Circle<br>Mesa, AZ 85205<br>(480) 861-1274<br><a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>                        | 10720 E. Southern Ave.<br><del>Ste.</del> <a href="#">Suite</a> 112-D | Mesa            | AZ 85209                      |
| ARIZONA | Desert FireSubs #3, LLC<br>P: Jerry Griffin<br>4606 E. Elmwood Circle<br>Mesa, AZ 85205<br>(480) 861-1274<br><a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>                        | 2727 E. McKellips Rd. <del>Ste.</del> , <a href="#">Suite</a> 114     | Mesa            | AZ 85203                      |
| ARIZONA | Desert FireSubs #4, LLC<br>P: Windy Griffin<br>4606 East Elmwood Circle<br>Mesa, AZ 85205<br>(480) 861-1274<br><a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a>                      | 2110 W. Southern Ave. <del>Ste.</del> , <a href="#">Suite</a> 105     | Mesa            | AZ 85202                      |
| ARIZONA | White With Black Spots, LLC<br>P: William Smart<br>11922 East Sand Hills Rd.<br>Scottsdale, AZ 85255<br>(856) 220-2821<br><a href="mailto:william.smart@firehousesubs.com">william.smart@firehousesubs.com</a> | 2836 E. Indian School Rd. <del>Ste.</del> , <a href="#">Suite</a> 6   | Phoenix         | AZ 85016                      |

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| ARIZONA | Code One, LLC<br>P: William Smart<br>11922 East Sand Hills Rd.<br>Scottsdale, AZ 85255<br>(480) 264-4819<br><a href="mailto:william.smart@firehousesubs.com">william.smart@firehousesubs.com</a>   | 15530 N Tatum Blvd. <del>Ste.</del> , <u>Suite</u> 130   | Phoenix         | AZ 85032                      |
| ARIZONA | Bucket Brigade, LLC<br>P: Michael Trifari<br>4230 S. Mariposa Drive<br>Gilbert, AZ 85297<br>(704) 907-0933<br><a href="mailto:michael.trifari@firehousesubs.com">michael.trifari@firehousesubs.com</a>   | 4025 E. Chandler Blvd. <del>Ste.</del> , <u>Suite</u> 68 | Phoenix         | AZ 85048                      |
| ARIZONA | On The Box, LLC<br>P: William Smart<br>11992 East Sand Hills Road<br>Scottsdale, AZ 85255<br>(856) 220-2821<br><a href="mailto:william.smart@firehousesubs.com">william.smart@firehousesubs.com</a>  | 5450 High Street <del>Ste.</del> , <u>Suite</u> A-6 107  | Phoenix         | AZ 85054                      |
| ARIZONA | Lucky Subs, LLC<br>P: Brandon Conroy<br>3036 E. Oriole Drive<br>Gilbert, AZ 85297<br>(480) 364-1818<br><a href="mailto:brandon.conroy@firehousesubs.com">brandon.conroy@firehousesubs.com</a>  | 5225 W. Baseline Road, Suite 102                         | Phoenix         | AZ 85339                      |
| ARIZONA | Fireman Foods IV, LLC<br>P: Cory Farley<br><del>9545 W. Bent Tree Drive</del><br><u>9780 W. Northern Avenue</u><br><u>Suite 1110</u><br>Peoria, AZ <del>85383</del> <u>85345</u><br>(602) 750-9550<br><a href="mailto:cory.farley@firehousesubs.com">cory.farley@firehousesubs.com</a> | 3088 Glassford Hill <del>Rd.</del> <u>Road</u>           | Prescott Valley | AZ 86314                      |
| ARIZONA | R & B Legacy, Inc.<br>P: Robert Hundley<br>526 W. Yellow Wood Ave.<br>San Tan Valley, AZ 85140<br>(602) 616-2379<br><a href="mailto:robert.hundley@firehousesubs.com">robert.hundley@firehousesubs.com</a>   | 20851 Rittenhouse Rd., Suite 101                         | Queen Creek     | AZ 85142                      |

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| ARIZONA | R & B Wildfire, LLC<br>P: Robert Hundley<br>526 W. Yellow Wood Ave.<br>San Tan Valley, AZ 85140<br>(602) 616-2379<br><a href="mailto:robert.hundley@firehousesubs.com">robert.hundley@firehousesubs.com</a>  | 1735 West Hunt Highway , Ste. 103  | San Tan Valley                            | AZ 85143                                  |
| ARIZONA | Fireman Foods I, LLC<br>P: Cory Farley<br><del>9545 W. Bent Tree Drive</del><br><a href="#">9780 W. Northern Avenue</a><br><a href="#">Suite 1110</a><br>Peoria, AZ <del>85383</del> <a href="#">85345</a><br>(602) 750-9550<br><a href="mailto:cory.farley@firehousesubs.com">cory.farley@firehousesubs.com</a>   | 14740 N. Northsight Blvd.,<br>Suite 102  | Scottsdale                                | AZ 85260                                  |
| ARIZONA | Fireman Foods III, LLC<br>P: Cory Farley<br><del>9545 W. Bent Tree Drive</del><br><a href="#">9780 W. Northern Avenue</a><br><a href="#">Suite 1110</a><br>Peoria, AZ <del>85383</del> <a href="#">85345</a><br>(602) 750-9550<br><a href="mailto:cory.farley@firehousesubs.com">cory.farley@firehousesubs.com</a>   | 23335 N. Scottsdale Rd., Ste. D101   | Scottsdale                                | AZ 85255                                  |
| ARIZONA | Firestaff Management Co., LLC<br>P: Michelle Shrader<br>18041 W. Cheryl Drive<br>Wadell, AZ 85355<br>(816) 550-2346<br><a href="mailto:michelle.shrader@firehousesubs.com">michelle.shrader@firehousesubs.com</a>  | 5551 S. White Mountain Road<br>Suite 4   | Show Low                                  | AZ 85901                                  |
| ARIZONA | <del>Fire Line Restaurant Group II, First Due</del><br><a href="#">121, LLC</a><br><br>P: <del>Linda Krause</del> <a href="#">Ed Cunningham</a><br><del>1855 W Leah Lane</del><br><a href="#">15073 W. Roma Avenue</a><br><del>Gilbert, AZ 85233</del> <a href="#">Goodyear, AZ 85395</a><br>( <del>480</del> ) <del>239 4053623</del> ) <del>826-5504</del><br><del>lkrause@firehousesubs.com</del><br><a href="mailto:ed.cunningham@firehousesubs.com">ed.cunningham@firehousesubs.com</a> | <del>20 E University Drive</del> <a href="#">13820 W. Bell Road</a> , Suite <del>4011</del> <a href="#">11</a> | <del>Tempe</del> <a href="#">Surprise</a> | AZ <del>85281</del> <a href="#">85379</a> |

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| ARIZONA                 | Lucky Subs 3, LLC<br>P: Brandon Conroy<br>3036 E. Oriole Drive<br>Gilbert, AZ 85297<br>(480) 364-1818<br><a href="mailto:brandon.conrov@firehousesubs.com">brandon.conrov@firehousesubs.com</a>  | 107 E. Baseline Rd., Suite A1                     | Tempe                 | AZ 85283                      |
| <a href="#">ARIZONA</a> | <a href="#">Desert Fire Subs #5, LLC</a><br><a href="#">P: Jerry Griffin</a><br><a href="#">4606 East Elmwood Circle</a><br><a href="#">Mesa, AZ 85205</a><br><a href="#">(480) 861-1274</a><br><a href="mailto:jgriffin@firehousesubs.com">jgriffin@firehousesubs.com</a> | <a href="#">3108 S. McClintock Drive, Suite 2</a> | <a href="#">Tempe</a> | <a href="#">AZ 85282</a>      |
| ARIZONA                 | Villa Master, LLC<br>P: Biagio Scotto<br>2711 Centerville Road, Suite 400<br>Wilmington, DE 19808<br><a href="mailto:robert.gonzales@firehousesubs.com">robert.gonzales@firehousesubs.com</a>  | 5000 S. Arizona Mills Circle, Ste. 655            | Tempe                 | AZ 85282                      |
| ARIZONA                 | Bucket Brigade II, LLC<br>P: Michael Trifari<br>4230 S. Mariposa Drive<br>Gilbert, AZ 85297<br>(704) 907-0933<br><a href="mailto:michael.trifari@firehousesubs.com">michael.trifari@firehousesubs.com</a>  | 7700 S. Priest                                    | Tempe                 | AZ 85284                      |
| ARIZONA                 | Westside Subs 2, LLC<br>P: Arturo Jimenez<br>3721 S. Sea Cliff<br>Santa Ana, CA 92704<br>(661) 599-3337<br><a href="mailto:arturo.jimenez@firehousesubs.com">arturo.jimenez@firehousesubs.com</a>  | 9897 W. McDowell Road                             | Tolleson              | AZ 85353                      |
| ARIZONA                 | Heatwave Subs, LLC<br>P: Robert Westerman<br>6394 N. Yuma Mine Rd.<br>Tucson, AZ 85743<br>(520) 780-2403<br><a href="mailto:rwesterman@firehousesubs.com">rwesterman@firehousesubs.com</a>   | 3844 W. River Rd., Suite 110                      | Tucson                | AZ 85741                      |



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| ARIZONA  | Heatwave Subs II, LLC<br>P: Robert Westerman<br>6394 N Yuma Mine Road<br>Tucson, AZ 85743<br>(520) 780-2403<br><a href="mailto:rwesterman@firehousesubs.com">rwesterman@firehousesubs.com</a>  | 475 W Wetmore, Suite 135                       | Tucson          | AZ 85705                      |
| ARIZONA  | Hot City Subs, LLC<br>P: Brian Brown<br>16995 S. Placita Corona Vista<br>Sahuarita, AZ 85629<br>(520) 400-9950<br><a href="mailto:brian.brown@firehousesubs.com">brian.brown@firehousesubs.com</a>   | 5435 S Calle Santa Cruz, Suite 105G            | Tucson          | AZ 85706                      |
| ARIZONA  | <del>Subs West Operations, LLC</del><br><del>P: Chris Miller</del><br><del>1948 S. Adobe Point</del><br><del>Yuma, AZ 85365</del><br><del>(928) 373-8888</del><br><del><a href="mailto:chris.miller@firehousesubs.com">chris.miller@firehousesubs.com</a></del>  | <del>1630 So. Pacific Ave. #107</del>          | <del>Yuma</del> | <del>AZ 85365</del>           |
| ARIZONA  | Subs West Operations, LLC<br>P: Chris Miller<br>1948 S. Adobe Point<br>Yuma, AZ 85365<br>(928) 373-8888<br><a href="mailto:chris.miller@firehousesubs.com">chris.miller@firehousesubs.com</a>  | 11259 East South Frontage Road                 | Yuma            | AZ 85367                      |
| ARIZONA  | <del>Subs West Operations</del> 2KMM, LLC<br>P: Chris Miller<br>1948 S. Adobe Point<br>Yuma, AZ 85365<br>(928) 373-8888<br><a href="mailto:chris.miller@firehousesubs.com">chris.miller@firehousesubs.com</a>  | 2886 S. 4 <sup>th</sup> Ave. Avenue, Suite 300 | Yuma            | AZ 85364                      |
| ARKANSAS | <del>Subs Are Great</del> BCD Investments, Inc.<br>P: <del>Traeye Bush</del> Chris Delre<br><del>P.O. Box 6430</del><br><del>2600 Highland</del> 184 Channel Circle<br><del>Van Buren, AR 72956</del> Russellville, AR<br><del>72802</del><br>(479) <del>462-4716</del> 264-2851<br><del><a href="mailto:tbush@firehousesubs.com">tbush@firehousesubs.com</a></del> <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a> | 3511 J. St. Street                             | Bentonville     | AR 72712                      |

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|----------|---|--------------------------------|-----------------|-------------------------------|
| ARKANSAS | BCD Investments, Inc.<br>P: Chris Delre<br>184 Channel Circle<br>Russellville, AR 72802<br>(479) 264-2851<br><a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a>   | 3108 Horizon Dr., Ste. 8       | Bryant          | AR 72022                      |
| ARKANSAS | BCD Investments, Inc.<br>P: Robert Burnett<br>184 Channel Circle<br>Russellville, AR 72802<br>(479) 264-2851<br><a href="mailto:robert.burnett@firehousesubs.com">robert.burnett@firehousesubs.com</a>  | 1240 Highway 64 W.             | Conway          | AR 72032                      |
| ARKANSAS | AJW Holdings, LLC<br>P: Jim White<br>P.O. Box 10017<br>Fayetteville, AR 72703<br>(479) 251-0044<br><a href="mailto:jwhite@firehousesubs.com">jwhite@firehousesubs.com</a>   | 1364 E. Augustine Lane, Ste. 2 | Fayetteville    | AR 72703                      |
| ARKANSAS | AJW Holdings, LLC<br>P: Jim White<br>P.O. Box 10017<br>Fayetteville, AR 72703<br>(479) 251-0044<br><a href="mailto:jwhite@firehousesubs.com">jwhite@firehousesubs.com</a>   | 2612 Martin Luther King Blvd.  | Fayetteville    | AR 72701                      |
| ARKANSAS | <del>Subs Are Great</del> BCD Investments, Inc.<br>P: <del>Traeye Bush</del> Chris Delre<br><del>P.O. Box 6430</del><br><del>2600 Highland</del> <a href="#">184 Channel</a> Circle<br><del>Van Buren, AR 72956</del> <a href="#">Russellville, AR</a><br><del>72802</del><br>(479) <del>462-4716</del> <a href="#">264-2851</a><br><del>tbush@firehousesubs.com</del> <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a> | 7805-C Rogers Ave.             | Fort Smith      | AR 72903                      |

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| ARKANSAS | <del>Subs Are Great</del> BCD Investments, Inc.<br>P: <del>Traeye Bush</del> <a href="mailto:Chris.Delre@firehousesubs.com">Chris Delre</a><br><del>P.O. Box 6430</del><br><del>2600 Highland</del> <a href="mailto:Chris.Delre@firehousesubs.com">184 Channel</a> Circle<br><del>Van Buren, AR 72956</del> <a href="mailto:Chris.Delre@firehousesubs.com">Russellville, AR</a><br><del>72802</del><br>(479) <del>462-4716</del> <a href="tel:264-2851">264-2851</a><br><del>tbush@firehousesubs.com</del> <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a><br><del>housesubs.com</del> | 2307 Zero St., Ste. 101       | Fort Smith      | AR 72901                      |
| ARKANSAS | JEC Enterprises, LLC<br>P: John Carlton<br>125 Covey Rise Trail<br>Hot Springs, AR 71901<br>(501) 282-4433<br><a href="mailto:john.carlton@firehousesubs.com">john.carlton@firehousesubs.com</a>  | 4403-D Central Ave.           | Hot Springs     | AR 71913                      |
| ARKANSAS | JEC Enterprises, LLC<br>P: John Carlton<br>125 Covey Rise Trail<br>Hot Springs, AR 71901<br>(501) 282-4433<br><a href="mailto:john.carlton@firehousesubs.com">john.carlton@firehousesubs.com</a>  | 140 John Hardin Dr., Ste. 8   | Jacksonville    | AR 72076                      |
| ARKANSAS | MC Foods, LLC<br>P: Matthew Crawford<br>5105 Koala Drive<br>Jonesboro, AR 72404<br>(870) 530-1378<br><a href="mailto:mcrawford@firehousesubs.com">mcrawford@firehousesubs.com</a>   | 401 Southwest Drive           | Jonesboro       | AR 72401                      |
| ARKANSAS | MC Foods, LLC<br>P: Matthew Crawford<br>5105 Koala Drive<br>Jonesboro, AR 72404<br>(870) 530-1378<br><a href="mailto:mcrawford@firehousesubs.com">mcrawford@firehousesubs.com</a>   | 3709 E. Johnson Ave           | Jonesboro       | AR 72401                      |
| ARKANSAS | TLC Creations, Inc.<br>P: Tim Cobb<br>2421 Chestnut Loop<br>Little Rock, AR 72201<br>(501) 590-5659<br><a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>   | 10300 Rodney Parham, Ste. D-1 | Little Rock     | AR 72227                      |

| STATE    | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS    | RESTAURANT CITY   | RESTAURANT STATE AND ZIP CODE |
|----------|---|------------------------------|-------------------|-------------------------------|
| ARKANSAS | C & A Subs, Inc.<br>P: Tim Cobb<br>2421 Chestnut Loop<br>Little Rock, AR 72201<br>(501) 590-5659<br><a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>  | 12312 Chenal Pkwy., Ste. 40  | Little Rock       | AR 72211                      |
| ARKANSAS | C & A Subs, Inc.<br>P: Tim Cobb<br>2421 Chestnut Loop<br>Little Rock, AR 72201<br>(501) 590-5659<br><a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>  | 2811 Lakewood Village Dr.    | North Little Rock | AR 72116                      |
| ARKANSAS | C & A Subs, Inc.<br>P: Tim Cobb<br>2421 Chestnut Loop<br>Little Rock, AR 72201<br>(501) 590-5659<br><a href="mailto:tcobb@firehousesubs.com">tcobb@firehousesubs.com</a>  | 11617 Maumelle Blvd.         | North Little Rock | AR 72113                      |
| ARKANSAS | <del>Subs Are Great</del> BCD Investments, Inc.<br>P: <del>Traeye Bush</del> <a href="mailto:Chris.Delre@firehousesubs.com">Chris Delre</a><br><del>P.O. Box 6430</del><br><del>2600 Highland</del> <a href="mailto:Chris.Delre@firehousesubs.com">184 Channel</a> Circle<br><del>Van Buren, AR 72956</del> <a href="mailto:Chris.Delre@firehousesubs.com">Russellville, AR</a><br><del>72802</del><br>(479) <del>462-4716</del> <a href="mailto:Chris.Delre@firehousesubs.com">264-2851</a><br><del>tbush@firehousesubs.com</del> <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a> | 2009 Promenade Blvd.         | Rogers            | AR 72756                      |
| ARKANSAS | BCD Investments, Inc.<br>P: Robert Burnett<br>184 Channel Circle<br>Russellville, AR 72802<br>(479) 264-2851<br><a href="mailto:robert.burnett@firehousesubs.com">robert.burnett@firehousesubs.com</a>  | 2005 North Arkansas          | Russellville      | AR 72801                      |
| ARKANSAS | MC Foods, LLC<br>P: Matthew Crawford<br>5105 Koala Drive<br>Jonesboro, AR 72404<br>(870) 530-1378<br><a href="mailto:mcrawford@firehousesubs.com">mcrawford@firehousesubs.com</a>   | 1547 East Race Ave., Unit #4 | Searcy            | AR 72143                      |

| STATE                      | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                       | RESTAURANT CITY             | RESTAURANT STATE AND ZIP CODE |
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| ARKANSAS                   | <del>Subs Are Great</del> BCD Investments, Inc.<br>P: <del>Traeye Bush</del> <a href="mailto:Chris.Delre@firehousesubs.com">Chris Delre</a><br><del>P.O. Box 6430</del><br><del>2600 Highland</del> <a href="mailto:Chris.Delre@firehousesubs.com">184 Channel</a> Circle<br><del>Van Buren, AR 72956</del> <a href="mailto:Chris.Delre@firehousesubs.com">Russellville, AR</a><br><del>72802</del><br>(479) <del>462-4716</del> <a href="tel:264-2851">264-2851</a><br><del>tbush@firehousesubs.com</del> <a href="mailto:chris.delre@firehousesubs.com">chris.delre@firehousesubs.com</a><br><del>housesubs.com</del> | 2008 Fayetteville Rd., Ste. B                   | Van Buren                   | AR 72956                      |
| CALIFORNIA                 | ABC & T, Inc.<br>P: Clifford Chow<br>909 Marina Village Parkway, #238<br>Alameda, CA 94501<br>(510) 918-8428<br><a href="mailto:clifford.chow@firehousesubs.com">clifford.chow@firehousesubs.com</a>  | 2680 Fifth Street, Suite B                      | Alameda                     | CA 94501                      |
| <a href="#">CALIFORNIA</a> | <a href="#">Linh Chi Subs, Inc.</a><br>P: <a href="#">Linh Chau Phan</a><br><a href="#">5209 Coke Avenue</a><br><a href="#">Lakewood, CA 90712</a><br><a href="#">(626) 500-7342</a><br><a href="mailto:linh.phan@firehousesubs.com">linh.phan@firehousesubs.com</a>  | <a href="#">1019 N. Magnolia Avenue, Unit D</a> | <a href="#">Anaheim</a>     | <a href="#">CA 92801</a>      |
| CALIFORNIA                 | Ladhar & Sidhu Group, Inc.<br>P: Varinder Singh<br>61380 29 Palms Highway<br>Suite 15-16<br>Joshua Tree, CA 92252<br>(317) 658-5848<br><a href="mailto:varinder.singh@firehousesubs.com">varinder.singh@firehousesubs.com</a>   | 1668 E. 2 <sup>nd</sup> Street, Suite 1         | Beaumont                    | CA 92223                      |
| <a href="#">CALIFORNIA</a> | <a href="#">FH Code 7 SOS, LLC</a><br>P: <a href="#">Kendall Taylor</a><br><a href="#">9714 Topaz Street</a><br><a href="#">Yucaipa CA 92399</a><br><a href="#">(909) 810-6065</a><br><a href="mailto:kendall.taylor@firehousesubs.com">kendall.taylor@firehousesubs.com</a>  | <a href="#">3808 Grand Avenue, Suite A</a>      | <a href="#">Chino</a>       | <a href="#">CA 91710</a>      |
| <a href="#">CALIFORNIA</a> | <a href="#">T and M Firehouses of San Diego, LLC</a><br>P: <a href="#">Manuel Martinez</a><br><a href="#">5804 Leadrope Way</a><br><a href="#">Bonita, CA 91902</a><br><a href="#">(619) 419-7075</a><br><a href="mailto:manuel.martinez@firehousesubs.com">manuel.martinez@firehousesubs.com</a>   | <a href="#">510-8 Broadway Street</a>           | <a href="#">Chula Vista</a> | <a href="#">CA 91910</a>      |

| STATE                 | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS             | RESTAURANT CITY   | RESTAURANT STATE AND ZIP CODE |
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| <u>CALIFORNIA</u>     | <u>Fluegel-Caldwell LLC</u><br><u>P: Eric Caldwell</u><br><u>357 Everglade Avenue</u><br><u>Clovis, CA 93619</u><br><u>(559) 999-1090</u><br><u>eric.caldwell@firehousesubs.com</u>   | <u>1610 Herndon Avenue, Suite 105</u> | <u>Clovis</u>     | <u>CA 93619</u>               |
| CALIFORNIA            | LouMar Restaurants, LLC<br>P: Anthony Siano<br>2701 Harbor Boulevard, Suite D-4<br>Costa Mesa, CA 92626<br>(949) 636-4631<br><a href="mailto:Tony.siano@firehousesubs.com">Tony.siano@firehousesubs.com</a>                 | 2701 Harbor Blvd., Suite D-4          | Costa Mesa        | CA 92626                      |
| <del>CALIFORNIA</del> | <del>East Bay Enterprise, Inc.</del><br><del>P: Christopher Walker</del><br><del>2872 Morgan Drive</del><br><del>San Ramon, CA 94583</del><br><del>(770) 820-1279</del><br><del>chris.walker@firehousesubs.com</del>        | <del>5252 Dublin Boulevard</del>      | <del>Dublin</del> | <del>CA 94568</del>           |
| CALIFORNIA            | Tetrad Investments, Inc.<br>P: Victoria Holland<br>11870-1 Cypress Canyon Rd. Unit 1<br>San Diego, CA 92131<br>(517) 812-5288<br><a href="mailto:victoria.holland@firehousesubs.com">victoria.holland@firehousesubs.com</a> | 132 N. El Camino Real                 | Encinitas         | CA 92024                      |
| CALIFORNIA            | Ikarus Productions, LLC<br>P: Eduardo Ceballos<br>13955 Stowe Drive Suite 106<br>Poway, CA 92064<br>(858) 344-7710<br><a href="mailto:eduardo.ceballos@firehousesubs.com">eduardo.ceballos@firehousesubs.com</a>            | 880 W. Valley Parkway                 | Escondido         | CA 92025                      |
| CALIFORNIA            | AMR Restaurant Group<br>P: Devinder Brar<br>7757 Agate Beach Way<br>Antelope, CA 95843<br>(916) 501-3298<br><a href="mailto:devin.brar@firehousesubs.com">devin.brar@firehousesubs.com</a>                                  | 1001 East Bidwell #101                | Folsom            | CA 95630                      |

| STATE                      | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS  | RESTAURANT CITY       | RESTAURANT STATE AND ZIP CODE |
|----------------------------|---|--|-----------------------|-------------------------------|
| CALIFORNIA                 | Northern California JASS Restaurant, Inc.<br>P: Scott Kinner<br>41804 Mission Cielo Court<br>Fremont, CA 94239<br>(510) 673-4785<br><a href="mailto:scott.kinner@firehousesubs.com">scott.kinner@firehousesubs.com</a>  | 43344 Boscell Road   | Fremont               | CA 94538                      |
| CALIFORNIA                 | E & M Caldwell, LLC<br>P: Eric Caldwell<br><del>156 Moody</del> <a href="#">357 Everglade</a> Avenue<br>Clovis, CA 93619<br>(801) 608-6084<br><a href="mailto:eric.caldwell@firehousesubs.com">eric.caldwell@firehousesubs.com</a>  | 128 W. Nees <del>Street</del> <a href="#">Avenue</a> , Suite 101 | Fresno                | CA 93711                      |
| CALIFORNIA                 | A & C Restaurants Group, LLC<br>P: Marsha Chatterjee<br><del>5978 Courtland Drive</del><br><del>31971 Corte De Pinos</del><br><del>Riverside, CA 92506</del> <a href="#">Winchester, CA 92596</a><br>(951) 500-0732<br><a href="mailto:marsha.chatterjee@firehousesubs.com">marsha.chatterjee@firehousesubs.com</a> | 13325 Main Street, Suite 108                                     | Hesperia              | CA 92345                      |
| CALIFORNIA                 | SLS Restaurants, LLC<br>P: Tony Siano<br>76 Mercantile Way #908<br>Ladera Ranch, CA 92694<br>(949) 636-4631<br><a href="mailto:tonv.siano@firehousesubs.com">tonv.siano@firehousesubs.com</a>   | 24100 El Toro Road, <del>Ste.</del> <a href="#">Suite</a> B      | Laguna Woods          | CA 92637                      |
| <a href="#">CALIFORNIA</a> | <a href="#">Nur Restaurant Group, Inc.</a><br>P: Navid Sapir<br><a href="#">9736 Blantyre Drive</a><br><a href="#">Beverly Hills, CA 90210</a><br><a href="#">(310) 770-4935</a><br><a href="mailto:navid.sapir@firehousesubs.com">navid.sapir@firehousesubs.com</a>  | <a href="#">5602 Dennis McCarthy Drive, #A</a>                   | <a href="#">Lebec</a> | <a href="#">CA 93243</a>      |
| CALIFORNIA                 | Ladhar & Sidhu, Inc.<br>P: Varinder Singh<br>61380 29 Palms Hwy Suite 15 & 16<br>Joshua Tree, CA 92252<br>(760) 832-1760<br><a href="mailto:varinder.singh@firehousesubs.com">varinder.singh@firehousesubs.com</a>  | 25713 Barton <del>Rd.</del> <a href="#">Road</a>                 | Loma Linda            | CA 92354                      |

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|------------|---|--|-------------------------------|-------------------------------|
| CALIFORNIA | <a href="#">A and M Firehouses of San Diego, LLC</a><br>P: Manuel Martinez<br><a href="#">5804 Leadrope Way</a><br><a href="#">Bonita, CA 91902</a><br>(619) 419-7075<br><a href="mailto:Manuel.martinez@firehousesubs.com">Manuel.martinez@firehousesubs.com</a>   | <a href="#">1325 E. Plaza Boulevard, Suite 102</a> | <a href="#">National City</a> | <a href="#">CA 91950</a>      |
| CALIFORNIA | EBNT, Inc.<br>P: Nerses Teshoian<br>1219 Wetherby Street<br>Simi Valley, CA 93065<br>(415) 652-9104<br><a href="mailto:nerses.teshoian@firehousesubs.com">nerses.teshoian@firehousesubs.com</a>   | 5077 Lankershim Boulevard                          | North Hollywood               | CA 91601                      |
| CALIFORNIA | Smith House, LLC<br>P: Scott Smith<br>15 Culloden Park Rd.<br>San Rafael, CA 94901<br>(415) 601-6871<br><a href="mailto:scott.smith@firehousesubs.com">scott.smith@firehousesubs.com</a>  | 7505 Redwood, Suite A                              | Novato                        | CA 94945                      |
| CALIFORNIA | BellAlina, LLC<br>P: Rico Terry<br>745 Mosaic Circle<br>Oceanside, CA 92057<br>(760) 721-4321<br><a href="mailto:rico.terry@firehousesubs.com">rico.terry@firehousesubs.com</a>   | 2619-B1 Vista Way                                  | Oceanside                     | CA 92054                      |
| CALIFORNIA | <del>Simple Foods</del> Sandhu Subs, Inc.<br>P: <del>John Nazari</del> Harvinder Sandhu<br><del>1107 E. Chapman Ave. #102</del><br><a href="#">20521 Via Magdalena</a><br><del>Orange, CA 92866</del> <a href="#">Yorba Linda, CA 92887</a><br>(714) 465-6240 (323) 841-2566<br><del>john.nazari@firehousesubs.com</del> <a href="mailto:harvinder.sandhu@firehousesubs.com">harvinder.sandhu@firehousesubs.com</a> | 2139 N. Tustin Street                              | Orange                        | CA 92865                      |
| CALIFORNIA | Ladhar Group, Inc.<br>P: Shinder Singh<br>61380 29 Palms Hwy., Suite 15 & 16<br>Joshua Tree, CA 92252<br>(760) 819-2430<br><a href="mailto:shinder.singh@firehousesubs.com">shinder.singh@firehousesubs.com</a>   | 34300 Monterey Ave. #103                           | Palm Desert                   | CA 92211                      |



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| CALIFORNIA | Ladhar Group, Inc.<br>P: Shinder Singh<br>61380 29 Palms Hwy, Suite 15 & 16<br>Joshua Tree, CA 92252<br>(760) 819-2430<br><a href="mailto:shinder.singh@firehousesubs.com">shinder.singh@firehousesubs.com</a>  | 5200 E. Ramon Rd. Suite G4  | Palm Springs         | CA 92264                      |
| CALIFORNIA | <del>BSK Restaurant Group, Inc.</del> <a href="#">CLL Enterprises, LLC</a><br>P: <del>Bonnie Kim</del> <a href="#">Walter Lazuka</a><br><del>3550 Wilshire Blvd. #105-228</del><br><del>22906 Raintree Lane</del><br><del>Los Angeles, CA 90010</del> <a href="#">Santa Clarita, CA 91390</a><br><del>(323) 316-6715</del> <a href="#">(413) 3222</a><br><del>bonnie.kim@firehousesubs.com</del> <a href="mailto:walter.lazuka@firehousesubs.com">walter.lazuka@firehousesubs.com</a> | 1113 W. Rancho <del>Bista</del> <a href="#">Vista Blvd.</a> <a href="#">Boulevard</a> | Palmdale             | CA 93551                      |
| CALIFORNIA | AMR Restaurant Group, Inc.<br>P: Devinder Brar<br>7757 Agate Beach Way<br>Antelope, CA 95843<br>(916) 501-3298<br><a href="mailto:devin.brar@firehousesubs.com">devin.brar@firehousesubs.com</a>  | 993 Pleasant Grove  | Roseville            | CA 95678                      |
| CALIFORNIA | Siddhu.JM, Inc.<br>P: Vivek Malkan<br>2812 Tumbleweed Street<br>Ontario, CA 91761<br>(909) 543-2737<br><a href="mailto:vivek.malkan@firehousesubs.com">vivek.malkan@firehousesubs.com</a>   | 17490 Colima Road, Suite C  | Rowland Heights      | CA 91748                      |
| CALIFORNIA | Chatha, Inc.<br>P: Sandeep Chatha<br>8200 Carriage Oaks Way<br>Antelope, CA 95843<br>(916) 247-5288<br><a href="mailto:sam.chatha@firehousesubs.com">sam.chatha@firehousesubs.com</a>   | 3830 Truxel Rd. Suite 100   | Sacramento           | CA 95834                      |
| CALIFORNIA | <del>Perry Glanding Corp.</del><br>P: <del>Charlie Glanding</del><br><del>777 6<sup>th</sup> Ave, Suite 402</del><br><del>San Diego, CA 92101</del><br><del>(251) 747-2300</del><br><del>charlie.glanding@firehousesubs.com</del>   | <del>Point Loma Plaza</del><br><del>3625 Midway Drive</del><br><del>Suite U</del>     | <del>San Diego</del> | <del>CA 92110</del>           |

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| CALIFORNIA | Tetrad Investments, Inc.<br>P: Victoria Holland<br>11870 Cypress Canyon Road<br>Unit 1<br>San Diego, CA 92131<br>(517) 812-5288<br><a href="mailto:victoria.holland@firehousesubs.com">victoria.holland@firehousesubs.com</a>  | 8118 Mira Mesa Boulevard, Suite B   | San Diego       | CA 92126                      |
| CALIFORNIA | Morningstar Portfolio, Inc.<br>P: Sharon Ellis<br>11905 Wilmington Road<br>San Diego, CA 92128<br>(858) 945-5645<br><a href="mailto:sharon.ellis@firehousesubs.com">sharon.ellis@firehousesubs.com</a>   | 9187 Clairemont Mesa Blvd., Suite 3 | San Diego       | CA 92123                      |
| CALIFORNIA | JLBC Group, LLC<br>P: Griselda Lynam<br>1449 Arbor Ave.<br>Los Altos, CA 94024<br>(408) 930-7229<br><a href="mailto:griselda.lynam@firehousesubs.com">griselda.lynam@firehousesubs.com</a>   | 5130 Cherry Avenue #60              | San Jose        | CA 95118                      |
| CALIFORNIA | <del>Simple Foods</del> Sandu Subs, Inc.<br>P: <del>John Nazari</del> Harvinder Sandhu<br><del>1107 E. Chapman Ave. #102</del><br><del>20521 Via Magdalena</del><br><del>Orange, CA 92866</del> Yorba Linda, CA 92887<br>(714) <del>465-6240</del> 551-6599<br><del>john.nazari@firehousesubs.com</del> <a href="mailto:harvinder.sandhu@firehousesubs.com">harvinder.sandhu@firehousesubs.com</a> | 2266 E. 17 <sup>th</sup> Street     | Santa Ana       | CA 92705                      |
| CALIFORNIA | Fuego Ventures, Inc.<br>P: Kristine Larkin<br>P.O. Box 1474<br>Alpine, CA 91903<br>(858) 761-3543<br><a href="mailto:kristine.larkin@firehousesubs.com">kristine.larkin@firehousesubs.com</a>  | 214 Town Center Parkway, Suite B    | Santee          | CA 92071                      |

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|------------|---|---------------------------------|-----------------|-------------------------------|
| CALIFORNIA | <del>The Ogden Group</del> EBNT, Inc.<br>P: <del>Tom Sutphen</del> Nerses Teshoian<br><del>32179 Sailview Lane</del><br><del>1219 Wetherby Street</del><br><del>Westlake Village, CA 91361</del> Simi Valley,<br>CA 93065<br>(805) 680-4930(818) 577-7703<br><del>tom.sutphen@firehousesubs.com</del> nerses.tes<br>hoian@firehousesubs.com | 1263 H1 Simi Town Center Way    | Simi Valley     | CA 93065                      |
| CALIFORNIA | Firehouse RJJM, LLC<br>P: Ruben Espinoza<br>612 Teesdale Road<br>Yuba City, CA 95991<br>(530) 402-5529<br>ruben.espinoza@firehousesubs.com  | 7860 West Lane, Suite B1        | Stockton        | CA 95210                      |
| CALIFORNIA | Memorable Bites, LLC<br>P: Marsha Chatterjee<br><del>5978 Courtland Drive</del><br><del>31971 Corte De Pinos</del><br><del>Riverside, CA 92506</del> Winchester, CA<br>92596<br>(951) 500-0732<br>marsha.chatterjee@firehousesubs.com   | 26480 Ynez Road, Suite B        | Temecula        | CA 92591                      |
| CALIFORNIA | Smoking Hot Chiefs #1, LLC<br>P: Ronald Eric Snipes<br>3137 E. Warm Springs Road, Suite 100<br>Las Vegas, NV 89120<br>(707) 207-1609<br>eric.snipes@firehousesubs.com   | 1640 E. Monte Vista Ave. DD-102 | Vacaville       | CA 95688                      |
| CALIFORNIA | 4J's Restaurant, Inc.<br>P: Jeff Press<br>24518 Wayman St.<br>Newhall, CA 91321<br>(661) 755-0711<br>jeff.press@firehousesubs.com   | 23630 Valencia Blvd. Suite E    | Valencia        | CA 91355                      |

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| CALIFORNIA | Ladhar Group, Inc.<br>P: Shinder Singh<br>61380 29 Palms Hwy.<br>Suites 15 & 16<br>Joshua Tree, CA 92252<br>(760) 819-2430<br><a href="mailto:shinder.singh@firehousesubs.com">shinder.singh@firehousesubs.com</a> | 58709 Twenty-Nine Palms Hwy.<br>Suite E      | Yucca Valley    | CA 92284                      |
| COLORADO   | GW LTD<br>P: Alex Gastineau<br>P.O. Box 746086<br>Arvada, CO 80006<br>(580) 275-9202<br><a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>                                     | 7961 Wadsworth Blvd.                         | Arvada          | CO 80003                      |
| COLORADO   | GW Ltd.<br>P: Alex Gastineau<br>P.O. Box 746086<br>Arvada, CO 80006<br>(580) 275-9202<br><a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a>                                    | 12345 W. 64th Avenue                         | Arvada          | CO 80004                      |
| COLORADO   | Going Rouge, LLC<br>P: Erik Anderson<br>6940 S. Robertsdale Way<br>Aurora, CO 80016<br>(843) 437-3508<br><a href="mailto:erik.anderson@firehousesubs.com">erik.anderson@firehousesubs.com</a>                      | 24300 E. Smokey Hill Rd., Ste. 128           | Aurora          | CO 80016                      |
| COLORADO   | CC Bros, LLC<br>P: Cory Cummings<br>17441 Cornerstone Lane<br>Parker, CO 80134<br>(719) 248-9534<br><a href="mailto:cory.cummings@firehousesubs.com">cory.cummings@firehousesubs.com</a>                           | 15405 E. Briarwood Circle<br>Unit B, Suite D | Aurora          | CO 80016                      |
| COLORADO   | Big Red Engine, Inc.<br>P: Wayne Murphy<br>12384 E. Bates Circle<br>Aurora, CO 80014<br>(303) 886-0300<br><a href="mailto:wayne.murphy@firehousesubs.com">wayne.murphy@firehousesubs.com</a>                       | 3425 Salida Street                           | Aurora          | CO 80011                      |

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| COLORADO | D&L Ladder Company, Inc.<br>P: Donald Dushane<br>14057 Roaring Fork Cir.<br>Broomfield, CO 80023<br>(303) 404-9595<br><a href="mailto:ddushane@firehousesubs.com">ddushane@firehousesubs.com</a>  | 1695 29 <sup>th</sup> Street    | Boulder          | CO 80301                      |
| COLORADO | 303 Subsource 1, LLC<br>P: Cory Cummings<br>17441 Cornerstone Lane<br>Parker, CO 80134<br>(719) 248-9534<br><a href="mailto:cory.cummings@firehousesubs.com">cory.cummings@firehousesubs.com</a>  | 3993 Limelight Avenue           | Castle Rock      | CO 80109                      |
| COLORADO | <del>McJ Centennial Corp.</del> <a href="#">303 Subsource 4, LLC</a><br>P: <del>Mason Nash</del> <a href="#">Cory Cummings</a><br><del>14661 W. Bates Place</del><br><del>11280 South Twenty Mile Road, Suite 102</del><br><del>Denver, CO 80228</del> <a href="#">Parker, CO 80134</a><br><del>(720) 236-9821</del> <a href="#">(719) 248-9534</a><br><del><a href="mailto:mason-nash@firehousesubs.com">mason-nash@firehousesubs.com</a></del> <a href="mailto:cory.cummings@firehousesubs.com">cory.cummings@firehousesubs.com</a> | 9445 E. County Line Rd. Suite B | Centennial       | CO 80112                      |
| COLORADO | GulfSpring Partners, LLC<br>P: John Reed<br>3034 Mashie Circle<br>Castle Rock, CO 80109<br>(308) 530-6149<br><a href="mailto:john.reed@firehousesubs.com">john.reed@firehousesubs.com</a>   | 7543 N. Academy Blvd.           | Colorado Springs | CO 80920                      |
| COLORADO | GulfSpring Partners, LLC<br>P: John Reed<br>3034 Mashie Circle<br>Castle Rock, CO 80109<br>(308) 530-6149<br><a href="mailto:john.reed@firehousesubs.com">john.reed@firehousesubs.com</a>   | 3604 Austin Bluffs Pkwy #110    | Colorado Springs | CO 80918                      |
| COLORADO | GulfSpring Partners, LLC<br>P: John Reed<br>3034 Mashie Circle<br>Castle Rock, CO 80109<br>(308) 530-6149<br><a href="mailto:john.reed@firehousesubs.com">john.reed@firehousesubs.com</a>   | 5915 Dublin Blvd. Ste. 120      | Colorado Springs | CO 80923                      |

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| COLORADO | Mile High Noles, LLC<br>P: Anthony Bailey<br><del>2607 Green Crossing Drive<br/>Tallahassee, FL 32309</del><br><a href="mailto:anthony.bailey@firehousesubs.com">12526 E. Cornell Avenue, Apt. 301<br/>Aurora, CO 80014</a><br>(850) 228-5557<br><a href="mailto:anthony.bailey@firehousesubs.com">anthony.bailey@firehousesubs.com</a> | 6345 E Hampden Ave. Suite 102      | Denver          | CO 80222                      |
| COLORADO | TNT Subs, Inc.<br>P: Tim Ashton<br>2901 Indigo Circle North<br>Fort Collins, CO 80528<br>(334) 648-4449<br><a href="mailto:tim.ashton@firehousesubs.com">tim.ashton@firehousesubs.com</a>   | 2120 E. Harmony Rd., Ste. 101      | Fort Collins    | CO 80528                      |
| COLORADO | TNT Subs 2, LLC<br>P: Tim Ashton<br>2901 Indigo Circle North<br>Fort Collins, CO 80528<br>(334) 648-4449<br><a href="mailto:tim.ashton@firehousesubs.com">tim.ashton@firehousesubs.com</a>  | 1856 N. College Ave. Ste. 130      | Fort Collins    | CO 80524                      |
| COLORADO | BG's Sub Enterprise HR, LLC<br>P: Brandon Gerstein<br>11161 W. 17 <sup>th</sup> Ave. #106<br>Lakewood, CO 80215<br>(850) 556-2744<br><a href="mailto:brandon.gerstein@firehousesubs.com">brandon.gerstein@firehousesubs.com</a>   | 9559 S. University Blvd., Ste. 108 | Highlands Ranch | CO 80126                      |
| COLORADO | KRH Flaming Subs, LLC<br>P: Thaddeus Mahan<br>6328 W. 96th Place<br>Westminster, CO 80021<br>(720) 590-3300<br><a href="mailto:thad.mahan@firehousesubs.com">thad.mahan@firehousesubs.com</a>   | 534 W. S. Boulder Rd., Suite D     | Lafayette       | CO 80026                      |
| COLORADO | King's Fuego Casa, LLC<br>P: Kingsley Brainard<br>8555 W. Belleview Ave. #H-100<br>Westminster, CO 80031<br>(303) 736-8066<br><a href="mailto:kbrainard@firehousesubs.com">kbrainard@firehousesubs.com</a>  | 650 S. Wadsworth Blvd. Ste. 1      | Lakewood        | CO 80226                      |

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| COLORADO | BG's Sub Enterprise, LLC<br>P: Brandon Gerstein<br>11161 W. 17 <sup>th</sup> Ave. #106<br>Lakewood, CO 80215<br>(850) 556-2744<br><a href="mailto:brandon.gerstein@firehousesubs.com">brandon.gerstein@firehousesubs.com</a>   | 195 S. Union Blvd. Ste. 140                                    | Lakewood        | CO 80228                      |
| COLORADO | Kings Fuego Littleton, LLC<br>P: Kingsley Brainard<br>8555 W. Belleview Ave. #H-100<br>Littleton, CO 80123<br>(407) 421-4307<br><a href="mailto:kbrainard@firehousesubs.com">kbrainard@firehousesubs.com</a>   | 8555 W. Belleview Ave, #2625-A                                 | Littleton       | CO 80123                      |
| COLORADO | <del>N and M Corp</del> <a href="#">303 Subsource 3, LLC</a><br>P: <del>Mason Nash</del> <a href="#">Cory Cummings</a><br><del>14661 W. Bates Plae</del><br><del>11280 South Twenty Mile Road, Suite 102</del><br><del>Denver, CO 80228</del> <a href="#">Parker, CO 80134</a><br><del>(720) 236-9821</del> (719) 248-9534<br><del>mason.nash@firehousesubs.com</del> <a href="mailto:cory.cummings@firehousesubs.com">cory.cummings@firehousesubs.com</a> | 9992 Commons <del>St.</del> <a href="#">Street</a> , Suite 120 | Lone Tree       | CO 80124                      |
| COLORADO | Brush Creek Ventures, LLC<br>P: Matthew Ward<br><del>449 Knoeone</del> <a href="#">2593 Carriage Drive</a><br><del>Loveland, CO 80538</del> <a href="#">Milliken, CO 80543</a><br>(605) 940-3741<br><a href="mailto:matt.ward@firehousesubs.com">matt.ward@firehousesubs.com</a>   | 2343 Clover Basin Drive  | Longmont        | CO 80501                      |
| COLORADO | Brush Creek Ventures, LLC<br>P: Matthew Ward<br><del>449 Knoeone</del> <a href="#">2593 Carriage Drive</a><br><del>Loveland, CO 80538</del> <a href="#">Milliken, CO 80543</a><br>(605) 940-3741<br><a href="mailto:matt.ward@firehousesubs.com">matt.ward@firehousesubs.com</a>   | 1395 Sculptor Drive  | Loveland        | CO 80537                      |
| COLORADO | 303 Subsource, LLC<br>P: Cory Cummings<br>17441 Cornerstone Lane<br>Parker, CO 80134<br>(719) 248-9534<br><a href="mailto:cory.cummings@firehousesubs.com">cory.cummings@firehousesubs.com</a>   | 11280 S. Twenty Mile Rd. #102                                  | Parker          | CO 80134                      |

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| <a href="#">COLORADO</a>    | <a href="#">KRH Flaming Subs 2, LLC</a><br>P: <a href="#">Thaddeus L. Mahan</a><br><a href="#">6328 W 96<sup>th</sup> Place</a><br><a href="#">Westminster, CO 80021</a><br><a href="#">(720) 590-3300</a><br><a href="mailto:thad.mahan@firehousesubs.com">thad.mahan@firehousesubs.com</a>  | <a href="#">100 McCaslin Boulevard</a>          | <a href="#">Superior</a> | <a href="#">CO 80027</a>      |
| COLORADO                    | 5 Alarm, LLC<br>P: Bruce Gerstein<br>9472 Winding Hill Way<br>Lone Tree, CO 80124<br>(850) 556-2590<br><a href="mailto:bgerstein@firehousesubs.com">bgerstein@firehousesubs.com</a>   | 10060 Grant Street                              | Thornton                 | CO 80229                      |
| COLORADO                    | <del>Sparky's Subs</del> <a href="#">Siddiqi Rasul, LLC</a><br>P: <del>Pamela Van Camp</del> <a href="#">Usman Rasul</a><br><del>7006 E. 131<sup>st</sup> Place</del><br><del>Thornton, CO 80602</del><br><a href="#">1820 Simsbury Drive</a><br><a href="#">Plano, TX 75025</a><br><del>(303) 910-1012</del> <a href="#">(214) 235-6838</a><br><del><a href="mailto:pam.vancamp@firehousesubs.com">pam.vancamp@firehousesubs.com</a></del><br><a href="mailto:usman.rasul@firehousesubs.com">usman.rasul@firehousesubs.com</a> | 14356 Lincoln Street                            | Thornton                 | CO 80023                      |
| <a href="#">CONNECTICUT</a> | <a href="#">Dalmatian Dining Bristol, LLC</a><br>P: <a href="#">Jeff Finnerty</a><br><a href="#">130 Carriage Drive</a><br><a href="#">Glastonbury, CT 06033</a><br><a href="#">(917) 628-9529</a><br><a href="mailto:jeff.finnerty@firehousesubs.com">jeff.finnerty@firehousesubs.com</a>  | <a href="#">594 Farmington Avenue, Unit 42B</a> | <a href="#">Bristol</a>  | <a href="#">CT 06010</a>      |
| CONNECTICUT                 | Dalmatian Dining, LLC<br>P: Jeff Finnerty<br>43 Cesca Lane<br>Durham, CT 06422<br>(917) 628-9529<br><a href="mailto:jeff.finnerty@firehousesubs.com">jeff.finnerty@firehousesubs.com</a>  | 2520 Main Street, Unit B                        | Glastonbury              | CT 06033                      |
| FLORIDA                     | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>  | 600 E. Altamonte Drive, Ste. 1050               | Altamonte Springs        | FL 32701                      |



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| FLORIDA | Firestat, LLC<br>P: Tom Calato<br>5369 Cypress Reserve Place<br>Winter Park, FL 32792<br>(407) 718-8002<br><a href="mailto:tcالاتو@firehousesubs.com">tcالاتو@firehousesubs.com</a>                           | 931 N. State Road 434, #1045      | Altamonte Springs | FL 32714                      |
| FLORIDA | WCGK Restaurant Inc<br>P: Walter Bertlaney<br>9708 Worthington Ridge Rd.<br>Orlando, FL 32829<br>(407) 341-2436<br><a href="mailto:wbertlaney@firehousesubs.com">wbertlaney@firehousesubs.com</a>             | 3309 E. State Road 436, Ste. 1013 | Apopka            | FL 32703                      |
| FLORIDA | Apopka On Fire, LLC<br>P: Walter Bertlaney<br>9708 Worthington Ridge Rd.<br>Orlando, FL 32829<br>(407) 341-2436<br><a href="mailto:wbertlaney@firehousesubs.com">wbertlaney@firehousesubs.com</a>             | 1608 W. Orange Blossom Trail      | Apopka            | FL 32712                      |
| FLORIDA | JAG Subs, Inc.<br>P: Allan Lampert<br>7264 Amber Falls Lane<br>Boynton Beach, FL 33437<br>(561) 801-3118<br><a href="mailto:allan.lampert@firehousesubs.com">allan.lampert@firehousesubs.com</a>              | 1920 NE 5 <sup>th</sup> Ave.      | Boca Raton        | FL 33431                      |
| FLORIDA | JAG Subs, <del>4</del> Inc.<br>P: Allan Lampert<br>7264 Amber Falls Lane<br>Boynton Beach, FL 33437<br>(561) 413-3252<br><a href="mailto:allan.lampert@firehousesubs.com">allan.lampert@firehousesubs.com</a> | 975 Gateway Blvd., Unit 113       | Boynton Beach     | FL 33426                      |

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| FLORIDA | <del>Charrua Foods, LLC</del> <a href="#">South Miami Subs, Inc.</a><br>P: <del>Roberto Berasain</del> <a href="#">Gloria Tallman</a><br><del>3333 W. Commercial Boulevard</del><br><del>Suite 110</del><br><a href="#">9562 Campi Drive</a><br><del>Fort Lauderdale, FL 33309</del> <a href="#">Lake Worth, FL 33467</a><br><del>(939) 639-8096</del> <a href="#">(786) 252-3335</a><br><del>roberasain@hotmail.com</del><br><a href="mailto:gramirez@firehousesubs.com">gramirez@firehousesubs.com</a> | 9903 S. Military Trail             | Boynton Beach   | FL 33436                      |
| FLORIDA | Pat & J, Inc.<br>P: Patrick Ryan<br>621 Cortez Rd. W.<br>Bradenton, FL 34207<br>(904) 704-7232<br><a href="mailto:pryan@firehousesubs.com">pryan@firehousesubs.com</a>   | 621 Cortez Rd. W.                  | Bradenton       | FL 34207                      |
| FLORIDA | Pat & J, Inc.<br>P: Patrick Ryan<br>621 Cortez Rd. W.<br>Bradenton, FL 34207<br>(904) 704-7232<br><a href="mailto:pryan@firehousesubs.com">pryan@firehousesubs.com</a>   | 4017 Manatee Ave.                  | Bradenton       | FL 34205                      |
| FLORIDA | Impact FHS Restaurants IV, LLC<br>P: Sarju Patel<br>19046 Bruce B. Downs Blvd., Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>   | 1921 W. Brandon Blvd.              | Brandon         | FL 33511                      |
| FLORIDA | DMR Foods II, LLC<br>P: Daniel J. Redolphy<br>2794 Route 174<br>Marietta, NY 13110<br>(239) 465-9953<br><a href="mailto:dan.redolphy@firehousesubs.com">dan.redolphy@firehousesubs.com</a>   | 2612 Santa Barbara Blvd., Suite 20 | Cape Coral      | FL 33904                      |

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| FLORIDA            | Firenick, LLC<br>P: Tom Calato<br>5369 Cypress Reserve Place<br>Winter Park, FL 32792<br>(407) 718-8002<br><a href="mailto:tcالاتو@firehousesubs.com">tcالاتو@firehousesubs.com</a>   | 1455 Semoran Blvd., Ste. 295            | Casselberry           | FL 32707                      |
| <del>FLORIDA</del> | <del>Jai Kapi, LLC<br/>P: Asha Patel<br/>1792 Split Fork Dr.<br/>Oldsmar, FL 34677<br/>(727) 688-5130<br/><a href="mailto:ashapatel@firehousesubs.com">ashapatel@firehousesubs.com</a></del>                                | <del>401 S. Belcher Rd., Unit 101</del> | <del>Clearwater</del> | <del>FL 33765</del>           |
| FLORIDA            | Blastonian Enterprises, LLC<br>P: Michael Kelly, Jr.<br>14041 Ancilla Blvd<br>Windermere, FL 34786<br>(321) 576-4184<br><a href="mailto:michael.kellyjr@firehousesubs.com">michael.kellyjr@firehousesubs.com</a>            | 1500 Oakley Seaver Dr.                  | Clermont              | FL 34711                      |
| FLORIDA            | C. Springs Subs, Inc.<br>P: Carlos Q. Ramirez<br>10828 NW 12 <sup>th</sup> Drive<br>Plantation, FL 33322<br>(305) 613-4245<br><a href="mailto:carlos.ramirez@firehousesubs.com">carlos.ramirez@firehousesubs.com</a>        | 2070 N. University Dr.                  | Coral Springs         | FL 33071                      |
| FLORIDA            | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>                                    | 2252 S. Ferdon Boulevard                | Crestview             | FL 32536                      |
| FLORIDA            | 2 <sup>nd</sup> Fire LLC<br>P: Mariano Affranchino<br>1673 Victoria Pointe Circle<br>Weston, FL 33327<br>(786) 600-0227<br><a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a> | 5975 S. University Drive                | Davie                 | FL 33328                      |

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| FLORIDA | C & P Restaurant Group, Inc.<br>P: David Hause<br>31 Eastwood Dr.<br>Palm Coast, FL 32164<br>(904) 955-9900<br><a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>                           | 2525 W. International Speedway Blvd., Ste. 170                         | Daytona Beach    | FL 32114                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>                                | 217 N. Woodland Blvd.  | Deland           | FL 32720                      |
| FLORIDA | JAG Subs2, Inc.<br>P: Allan Lampert<br>7264 Amber Falls Lane<br>Boynton Beach, FL 33437<br>(561) 801-3118<br><a href="mailto:allan.lampert@firehousesubs.com">allan.lampert@firehousesubs.com</a>               | 1000-A4 Linton <del>Blvd.</del> <a href="#">Boulevard</a>              | Delray Beach     | FL 33483                      |
| FLORIDA | KMFD Corp.<br>P: Ken Stange<br>143 Musset Bayou Court<br>Santa Rosa Beach, FL 32549<br>(850) 424-6584<br><a href="mailto:kstange@firehousesubs.com">kstange@firehousesubs.com</a>                               | 34737 Emerald Coast Parkway<br><del>Ste.</del> <a href="#">Suite</a> 5 | Destin           | FL 32541                      |
| FLORIDA | <del>RAP Subs, LLC<br/>P: Raliz Patel<br/>3887 NW 107<sup>th</sup> Ave. Suite 102<br/>Doral, FL 33178<br/>(334) 208-1723<br/><a href="mailto:roy.patel@firehousesubs.com">roy.patel@firehousesubs.com</a></del> | <del>3887 NW 107<sup>th</sup> Ave. Suite 102</del>                     | <del>Doral</del> | <del>FL 33178</del>           |
| FLORIDA | KrisDenn Enterprises, LLC<br>P: Carolyn Schaefer<br>1247 Berkshire Lane<br>Tarpon Springs, FL 34688<br>(727) 798-5221<br><a href="mailto:schaefer@firehousesubs.com">schaefer@firehousesubs.com</a>             | 1547 Main <del>St.</del> <a href="#">Street</a>                        | Dunedin          | FL 34698                      |

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| FLORIDA | Tavares Fire, Inc.<br>P: Trace Latimer<br>1210 Lakeshore Drive<br>Mount Dora, FL 32757<br>(352) 267-2442<br><a href="mailto:tlatimer@firehousesubs.com">tlatimer@firehousesubs.com</a>   | 2712 E Burleigh <del>Bld.</del> <u>Boulevard</u>               | Eustis                   | FL 32726                         |
| FLORIDA | <del>3<sup>rd</sup> Fire Foods, LLC</del><br>P: Mariano Affranchino<br>1673 Victoria Pointe Circle<br>Weston, FL 33327<br>(787) 368-1594<br><a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a> | <del>1824 Cordova Rd.</del> <u>1607 East Sunrise Boulevard</u> | Fort Lauderdale          | FL <del>33316</del> <u>33304</u> |
| FLORIDA | DMR Foods III, LLC<br>P: Daniel J. Redolphy<br>2794 Route 174<br>Marietta, NY 13110<br>(239) 465-9953<br><a href="mailto:dan.redolphy@firehousesubs.com">dan.redolphy@firehousesubs.com</a>  | 7091 College <del>Pkwy.</del> <u>Parkway</u>                   | Fort Myers               | FL 33907                         |
| FLORIDA | DMR Foods I, LLC<br>P: Daniel J. Redolphy<br>2794 Route 174<br>Marietta, NY 13110<br>(239) 465-9953<br><a href="mailto:dan.redolphy@firehousesubs.com">dan.redolphy@firehousesubs.com</a>  | 3398 Forum Blvd., Suite 116                                    | Fort Myers               | FL 33905                         |
| FLORIDA | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>   | 75 Eglin Pkwy, <del>Ste.</del> <u>Suite</u> 121                | Fort Walton <u>Beach</u> | FL 32548                         |
| FLORIDA | KMFD Corp.<br>P: Ken Stange<br>143 Musset Bayou Court<br>Santa Rosa Beach, FL 32549<br>(850) 428-1000<br><a href="mailto:kstange@firehousesubs.com">kstange@firehousesubs.com</a>  | 796 Beal <del>St.</del> <u>Street</u>                          | Fort Walton Beach        | FL 32569                         |

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| FLORIDA        | <del>JCCP</del> <u>Firebox, Inc. LLC</u><br>P: <del>James Broscius Tony Pietsch</del><br><del>284 Plantation Hill Dr.</del><br><del>6570 - A Caroline Street</del><br><del>Gulf Breeze, FL 32561</del> <u>Milton, FL 32570</u><br>(850) <del>982-0323</del> <u>232-2084</u><br><del>jbroscius@firehousesubs.com</del><br><del>tpietsch@firehousesubs.com</del> | 3755-C Gulf Breeze Pkwy.  | Gulf Breeze         | FL 32563                      |
| FLORIDA        | CB Squared Foods, LLC<br>P: Cheryl Broscius<br>284 Plantation Hill Road<br>Gulf Breeze, FL 32561<br>(850) 982-0323<br><a href="mailto:jbroscius@firehousesubs.com">jbroscius@firehousesubs.com</a>   | 318 Gulf Breeze Pkwy.   | Gulf Breeze         | FL 32561                      |
| FLORIDA        | Fire Foods, LLC<br>P: Mariano Affranchino<br>1673 Victoria Pointe Circle<br>Weston, FL 33327<br>(786) 600-0227<br><a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>   | 701 E. Hallendale Blvd.   | Hallandale Beach    | FL 33009                      |
| <u>FLORIDA</u> | <u>Host International, Inc.</u><br><u>Secretary: Jon W. Stentz</u><br><u>6905 Rockledge Drive</u><br><u>Bethesda, MD 20817</u><br><u>(240) 694-4893</u><br><u>hmshost@firehousesubs.com</u>  | <u>Jacksonville International Airport</u><br><u>2400 Yankee Clipper Drive</u> | <u>Jacksonville</u> | <u>FL 32218</u>               |
| <u>FLORIDA</u> | <u>SDSink Holdings, Inc.</u><br><u>P: Shannon Sink</u><br><u>4902 Mirabella Place</u><br><u>Lutz, FL 33558</u><br><u>(678) 850-7834</u><br><u>shannon.sink@firehousesubs.com</u>   | <u>2962 Federal Highway</u>   | <u>Jensen Beach</u> | <u>FL 34957</u>               |
| FLORIDA        | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>  | 1305 W. Vine St.  | Kissimmee           | FL 32741                      |

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| FLORIDA | Brolannd, Inc.<br>P: Neil Ownby<br>10637 Oakview Pointe Terrace<br>Gotha, FL 34734<br>(352) 875-7646<br><a href="mailto:neil.ownby@firehousesubs.com">neil.ownby@firehousesubs.com</a>   | 13757 US Highway 441                               | Lady Lake       | FL 32159                      |
| FLORIDA | Wilrick, LLC<br>P: Richard Bringger<br>2511 US Highway 90<br>Lake City, FL 32055<br>(386) 344-1547<br><a href="mailto:rbringger@firehousesubs.com">rbringger@firehousesubs.com</a>   | 2929 W. US Hwy 90 #102                             | Lake City       | FL 32055                      |
| FLORIDA | Firestorm <del>Restaurants</del> <a href="#">Restaurant Group</a> of Central Florida, LLC<br>P: Mike Kelly<br>8513 Cypress Hollow Court<br>Sanford, FL 32771<br>(407) 948-7928<br><a href="mailto:mkelly@firehousesubs.com">mkelly@firehousesubs.com</a> | 3587 Lake Emma <del>Rd.</del> <a href="#">Road</a> | Lake Mary       | FL 32746                      |
| FLORIDA | JAG Subs 5, Inc.<br>P: Allan Lampert<br>7264 Amber Falls Lane<br>Boynton Beach, FL 33437<br>(561) 413-3252<br><a href="mailto:allan.lampert@firehousesub.com">allan.lampert@firehousesub.com</a>   | 6169 Jog Rd. A-1                                   | Lake Worth      | FL 33467                      |
| FLORIDA | YSE of Tampa Bay, LLC<br>P: John York<br>8927 Eagle Watch Drive<br>Riverview, FL 33578<br>(352) 874-0902<br><a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>   | 3615 S. Florida Ave., # 820                        | Lakeland        | FL 33803                      |
| FLORIDA | Bobby Damon Enterprises, LLC<br>P: Damon McCrystal<br>2510 Country Club Rd.<br>Winter Haven, FL 33881<br>(863) 287-4896<br><a href="mailto:damon.mccrystal@firehousesubs.com">damon.mccrystal@firehousesubs.com</a>                                      | 4141 US Hwy 98 North                               | Lakeland        | FL 33809                      |

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|---------|---|------------------------------|-----------------|-------------------------------|
| FLORIDA | Impact FHS Restaurants IX, LLC<br>P: <del>Dilip Kanji</del> <a href="mailto:Sarju.Patel@firehousesubs.com">Sarju Patel</a><br><del>7627 Courtney Campbell Causeway</del><br><a href="mailto:Sarju.Patel@firehousesubs.com">19046 Bruce B. Downs Blvd., Suite 301</a><br>Tampa, FL <del>33607</del> <a href="tel:8132402135">33647</a><br>(813) 240-2135<br><del>dkanji@firehousesubs.com</del> <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a> | 10801 Starkey Rd., Unit 3    | Largo           | FL 33777                      |
| FLORIDA | Impact FHS Restaurants X, LLC<br>P: <del>Dilip Kanji</del> <a href="mailto:Sarju.Patel@firehousesubs.com">Sarju Patel</a><br>7627 Courtney Campbell Causeway<br>Tampa, FL 33607<br>(813) 240-2135<br><del>dkanji@firehousesubs.com</del> <a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>   | 10500 Ulmerton Rd., Ste. 750 | Largo           | FL 33771                      |
| FLORIDA | BT&S Restaurant Group 2, Inc.<br>P: Kamran Ghorbani<br>1940 NW 107 <sup>th</sup> Terrace<br>Coral Springs, FL 33071<br>(954) 540-5357<br><a href="mailto:kghorbani@firehousesubs.com">kghorbani@firehousesubs.com</a>   | 7542 W. Commercial Blvd.     | Lauderhill      | FL 33319                      |
| FLORIDA | Brolannd II, LLC<br>P: Neil Ownby<br>504 Silver Course, Apt. A<br>Ocala, FL 34472<br>(352) 875-7646<br><a href="mailto:neil.ownby@firehousesubs.com">neil.ownby@firehousesubs.com</a>   | 709 N. 14th St.              | Leesburg        | FL 34748                      |
| FLORIDA | KMFD Corp.<br>P: Mike Stange<br>143 Musset Bayou Court<br>Destin, FL 32549<br>(850) 428-0767<br><a href="mailto:mstange@firehousesubs.com">mstange@firehousesubs.com</a>  | 2310 Highway 77, Ste. 170    | Lynn Haven      | FL 32444                      |
| FLORIDA | Cain Family Enterprises, LLC<br>P: Jeremy Cain<br>P.O. Box 1257<br>Macclenny, FL 32063<br>(904) 514-7169<br><a href="mailto:jeremy.cain@firehousesubs.com">jeremy.cain@firehousesubs.com</a>  | 1448 South Sixth Street      | MacClenny       | FL 32063                      |



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| FLORIDA | Firehart 2, LLC<br>P: Tom Calato<br>5369 Cypress Reserve Place<br>Winter Park, FL 32792<br><a href="mailto:tcalato@firehousesubs.com">tcalato@firehousesubs.com</a>  | 421 S. Orlando Ave.                      | Maitland             | FL 32751                      |
| FLORIDA | South Miami Subs 2, Inc.<br>P: Ted Tallman<br>9562 Campi Drive<br>Lake Worth, FL 33467<br>(561) 714-7260<br><a href="mailto:ttallman@firehousesubs.com">ttallman@firehousesubs.com</a>   | 5516 W. Sample Rd.                       | Margate              | FL 33073                      |
| FLORIDA | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>   | 4918 Malloy Plaza                        | Marianna             | FL 32446                      |
| FLORIDA | Rapidfire Restaurants Three, LLC<br>P: Joe Thomas<br>7166 Ann Catherine Ct.<br>Cocoa, FL 32927<br>(321) 432-2636<br><a href="mailto:joe.thomas@firehousesubs.com">joe.thomas@firehousesubs.com</a>   | 1080 N. Wickham Rd., Ste. C              | Melbourne            | FL 32935                      |
| FLORIDA | Rapidfire Restaurants Two, LLC<br>P: Joe Thomas<br>7166 Ann Catherine Court<br>Cocoa, FL 32927<br>(321) 432-2636<br><a href="mailto:joe.thomas@firehousesubs.com">joe.thomas@firehousesubs.com</a>   | 4100 N. Wickham Rd., Ste. 107            | Melbourne            | FL 32935                      |
| FLORIDA | <del>Goode to Great Subs, Inc.</del><br>P: <del>Ronald C. Goode, Jr.</del><br><del>6305 Arroyo Drive</del><br><del>Melbourne, FL 32940</del><br><del>(321) 253-9998</del><br><del><a href="mailto:ron.goode@firehousesubs.com">ron.goode@firehousesubs.com</a></del> | <del>7640 N. Wickham Rd., Ste. 112</del> | <del>Melbourne</del> | <del>FL 32940</del>           |

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| FLORIDA | Rapidfire Restaurants, LLC<br>P: Joe Thomas<br>7166 Ann Catherine Court<br>Cocoa, FL 32927<br>(321) 432-2636<br><a href="mailto:joe.thomas@firehousesubs.com">joe.thomas@firehousesubs.com</a>   | 125 Merritt Island Causeway, Ste. 129         | Merritt Island         | FL 32952                      |
| FLORIDA | Italusa Food & Services, Inc.<br>P: Sandra Antonacci<br>11489 NW 81 Lane<br>Miami, FL 33178<br>(786) 503-4428<br><a href="mailto:sandra.antonacci@firehousesubs.com">sandra.antonacci@firehousesubs.com</a>  | 12528 SW 88 <sup>th</sup> Street              | Miami                  | FL 33178                      |
| FLORIDA | <del>South Miami Subs, Inc.</del> <u>3<sup>rd</sup> Fire, LLC</u><br>P: <del>Gloria Ramirez</del> <u>Mariano Affranchino</u><br><del>9562 Campi Drive</del><br><u>1673 Victoria Pointe Circle</u><br><del>Lake Worth, FL 33467</del> <u>Weston, FL 33327</u><br>(786) <del>252-3335</del> <u>787) 368-1594</u><br><del>gramirez@firehousesubs.com</del> <u>mariano.affranchino@firehousesubs.com</u> | 16010 NW 57th Ave., Ste. 118                  | Miami                  | FL 33014                      |
| FLORIDA | GAM FHS, LLC<br>P: Gamal Marwan<br><del>1521 Alton Rd. #536</del><br>Miami Beach, FL 33139<br>(305) 938-0579<br><a href="mailto:gamal.marwan@firehousesubs.com">gamal.marwan@firehousesubs.com</a>   | <del>1429 Washington Ave.</del>               | <del>Miami Beach</del> | <del>FL 33139</del>           |
| FLORIDA | Firebox, LLC<br>P: Tony Pietsch<br><del>4367 Hwy 90</del><br><u>6570 - A Caroline Street</u><br><del>Pace, FL 32571</del> <u>Milton, FL 32570</u><br>(850) 232-2084<br><a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>  | 6570 Caroline St., Ste. A                     | Milton                 | FL 32570                      |
| FLORIDA | KT Partners, LLC<br>P: Todd Guller<br>11466 Longshore Way West<br>Naples, FL 34119<br>(239) 301-8550<br><a href="mailto:todd.guller@firehousesubs.com">todd.guller@firehousesubs.com</a>   | Riverchase Plaza<br>11178 Tamiami Trail North | Naples                 | FL 34110                      |

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| FLORIDA | CB Squared Foods, LLC<br>P: Cheryl Brosious<br>284 Plantation Hill Rd.<br>Gulf Breeze, FL 32561<br>(850) 982-0323<br><a href="mailto:jbrosious@firehousesubs.com">jbrosious@firehousesubs.com</a> | 1894 Andorra St., Unit C-3 | Navarre          | FL 32566                      |
| FLORIDA | MGR Restaurant Holdings, Inc.<br>P: Mike Runey<br>835 Seacrest Dr.<br>Largo, FL 33771<br>(240) 446-6821<br><a href="mailto:mike.runey@firehousesubs.com">mike.runey@firehousesubs.com</a>         | 8352 Little Rd.            | New Port Richey  | FL 34654                      |
| FLORIDA | GALICIAFIRESUBS, LLC<br>P: Bruce Galicia<br>2037 Gloria Oak Court<br>Orlando, FL 32820<br>(407) 690-7475<br><a href="mailto:bruce.galicia@firehousesubs.com">bruce.galicia@firehousesubs.com</a>  | 1998-9 State Road 44       | New Smyrna Beach | FL 32168                      |
| FLORIDA | KMFD Corp<br>P: Ken Stange<br>143 Musset Bayou Court<br>Santa Rosa Beach, FL 32549<br>(850) 248-0767<br><a href="mailto:kstange@firehousesubs.com">kstange@firehousesubs.com</a>                  | 1348 John Sims Parkway     | Niceville        | FL 32578                      |
| FLORIDA | GAM FHS, LLC<br>P: Gamal Marwan<br>1521 Alton Rd. #536<br>Miami Beach, FL 33139<br>(305) 938-0579<br><a href="mailto:gamal.marwan@firehousesubs.com">gamal.marwan@firehousesubs.com</a>           | 13581 Biscayne Road        | North Miami      | FL 33181                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>                   | 8877 W. Colonial Dr.       | Ocoee            | FL 34761                      |

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| FLORIDA                 | Station 51, LLC<br>P: Michael Kelly, Jr.<br>14041 Ancilla Boulevard<br>Windermere, FL 34786<br>(321) 576-4184<br><a href="mailto:michaelkellyvir@firehousesubs.com">michaelkellyvir@firehousesubs.com</a>  | 2499-L Enterprise Rd.   | Orange City             | FL 32764                                  |
| <a href="#">FLORIDA</a> | <a href="#">Host International, Inc.</a><br><a href="#">Secretary: Jon W. Stentz</a><br><a href="#">6905 Rockledge Drive</a><br><a href="#">Bethesda, MD 20817</a><br><a href="#">(240) 694-4893</a><br><a href="mailto:hmshost@firehousesubs.com">hmshost@firehousesubs.com</a> | <a href="#">Orlando International Airport</a><br><a href="#">1 Jeff Fuqua Boulevard</a> | <a href="#">Orlando</a> | <a href="#">FL 32827</a>                  |
| FLORIDA                 | Fiery Subs Corp.<br>P: Sahil Sachdeva<br>645 E. Rosewood Lane<br>Tavares, FL 32778<br>(407) 256-6687<br><a href="mailto:sahil.sachdeva@firehousesubs.com">sahil.sachdeva@firehousesubs.com</a>   | 1790 W. Sand Lake Rd. Ste. B-134  | Orlando                 | FL 32809                                  |
| <a href="#">FLORIDA</a> | <a href="#">DKSS Subs, LLC</a><br><a href="#">P: Don Davey</a><br><a href="#">200 First St., Ste. 204</a><br><a href="#">Neptune Beach, FL 32266</a><br><a href="#">(904) 607-6988</a><br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>                 | <a href="#">4200 Conroy Rd., Ste. 263</a>   | <a href="#">Orlando</a> | <a href="#">FL 32839</a>                  |
| <a href="#">FLORIDA</a> | <a href="#">DKSS Subs, LLC</a><br><a href="#">P: Don Davey</a><br><a href="#">200 First St., Ste. 204</a><br><a href="#">Neptune Beach, FL 32266</a><br><a href="#">(904) 607-6988</a><br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>                 | <a href="#">5812 Conroy Rd.</a>   | <a href="#">Orlando</a> | <a href="#">FL 32835</a>                  |
| FLORIDA                 | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>   | <del>4200 Conroy Rd., Ste. 263</del><br><a href="#">4692 E. Michigan St.</a>            | Orlando                 | FL <del>32839</del> <a href="#">32812</a> |

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|---------|---|---------------------------|-----------------|-------------------------------|
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br>ddavey@firehousesubs.com      | 5812 Conroy Rd.           | Orlando         | FL 32835                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br>ddavey@firehousesubs.com      | 4692 E. Michigan St.      | Orlando         | FL 32812                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br>ddavey@firehousesubs.com      | 338 E. Michigan St.       | Orlando         | FL 32806                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br>ddavey@firehousesubs.com      | 5691 S. Semoran Blvd.     | Orlando         | FL 32822                      |
| FLORIDA | Union Fire, LLC<br>P: Ahmed El Hawary<br>8915 Tuscan Valley Place<br>Orlando, FL 32825<br>(407) 761-8100<br>aelhawary@firehousesubs.com | 10725 E. Colonial Drive   | Orlando         | FL 32817                      |
| FLORIDA | Firerose, LLC<br>P: Tom Calato<br>5369 Cypress Reserve Place<br>Winter Park, FL 32792<br>(407) 718-8802<br>tcalato@firehousesubs.com    | 411 S. Chickasaw Trail    | Orlando         | FL 32825                      |

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| FLORIDA | Knightly Fire, LLC<br>P: Ahmed El-Hawary<br>8915 Tuscan Valley Place<br>Orlando, FL 32825<br>(407) 761-8100<br><a href="mailto:aelhawary@firehousesubs.com">aelhawary@firehousesubs.com</a>       | 12075-A Collegiate Way               | Orlando         | FL 32817                      |
| FLORIDA | Tri-County Fire, LLC<br>P: Douglas Hubbard<br>3852 Shoreside Drive<br>Kissimmee, FL 34746<br>(863) 602-1361<br><a href="mailto:doug.hubbard@firehousesubs.com">doug.hubbard@firehousesubs.com</a> | 13502 Village Park Dr., Ste. 106     | Orlando         | FL 32837                      |
| FLORIDA | Bumby Fire, Inc.<br>P: Ahmed El-Hawary<br>8915 Tuscan Valley Place<br>Orlando, FL 32803<br>(407) 761-8100<br><a href="mailto:aelhawary@firehousesubs.com">aelhawary@firehousesubs.com</a>         | 2217 East Colonial Dr.               | Orlando         | FL 32803                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>                  | 12515 State Road 535, Suite 515      | Orlando         | FL 32836                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>                  | 10725 International Drive, Suite 130 | Orlando         | FL 32821                      |
| FLORIDA | Big 'Uns Restaurant Group, Inc.<br>P: David Hause<br>31 Eastwood Dr.<br>Palm Coast, FL 32164<br>(904) 955-9900<br><a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>          | 175 S. Nova Rd., Ste. 8              | Ormond Beach    | FL 32174                      |

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|---------|--|---|-----------------|-------------------------------|
| FLORIDA | Oviedo Fire, LLC<br>P: Ahmed El-Hawary<br>8915 Tuscan Valley Place<br>Orlando, FL 32817<br>(407) 761-8100<br><a href="mailto:aelhawary@firehousesubs.com">aelhawary@firehousesubs.com</a>  | 1016 Lockwood Blvd.                                   | Oviedo          | FL 32765                      |
| FLORIDA | Firebox, LLC<br>P: Anthony Pietsch<br><del>4367 Highway 90</del><br><del>6570 - A Caroline Street</del><br><del>Pace, FL 32571</del><br>Milton, FL 32570<br>(850) 232-2084<br><a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>   | 4367 Highway 90                                       | Pace            | FL 32571                      |
| FLORIDA | Unk's Restaurant Group, Inc.<br>P: David Hause<br>31 Eastwood Dr.<br>Palm Coast, FL 32164<br>(904) 955-9900<br><a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>  | 1475 Palm Coast Pkwy., Ste. 101                       | Palm Coast      | FL 32137                      |
| FLORIDA | KrisDenn Enterprises, LLC<br>P: Carolyn Schaefer<br>1247 Berkshire Lane<br>Tarpon Springs, FL 34688<br>(727) 798-5221<br><a href="mailto:schaefer@firehousesubs.com">schaefer@firehousesubs.com</a>  | 3434 E. Lake Rd.                                      | Palm Harbor     | FL 34685                      |
| FLORIDA | <del>J &amp; P Consolidated, Inc.</del> <del>TNT Associates of</del><br><del>Bay County, LLC</del><br>P: Dawn Dykes<br><del>2416 Nicole Drive</del><br><del>805 N. Tyndall Parkway</del><br>Panama City, FL <del>32405</del> <u>32404</u><br>(850) 819- 8392<br><a href="mailto:ddykes@firehousesubs.com">ddykes@firehousesubs.com</a> | 805 <del>Tyndall Pkwy</del> <u>N. Tyndall Parkway</u> | Panama City     | FL 32404                      |
| FLORIDA | KMFD Corp.<br>P: Mike Stange<br>143 Musset Bayou Court<br>Destin, FL 32549<br>(850) 428-0767<br><a href="mailto:mstange@firehousesubs.com">mstange@firehousesubs.com</a>   | 668 W. 23 <sup>rd</sup> Street                        | Panama City     | FL 32405                      |

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| FLORIDA | KMFD Corp.<br>P: Mike Stange<br>143 Musset Bayou Court<br>Destin, FL 32549<br>(850) 428-0767<br><a href="mailto:mstange@firehousesubs.com">mstange@firehousesubs.com</a>   | 11560 Panama City Beach Pkwy.,<br>Suite B | Panama City Beach | FL 32413                      |
| FLORIDA | Fogo Group, LLC<br>P: Marcelo Morandi<br>515 NW 165 <sup>th</sup> Ave.<br>Pembroke Pines, FL 33028<br>(786) 262-4334<br><a href="mailto:marcelo.morandi@firehousesubs.com">marcelo.morandi@firehousesubs.com</a> | 15711 Pines Blvd.                         | Pembroke Pines    | FL 33027                      |
| FLORIDA | Bri'chae, LLC<br>P: Scott Esty<br>8067 Thoroughbred Rd.<br>Pensacola, FL 32526<br>(850) 994-9090<br><a href="mailto:sesty@firehousesubs.com">sesty@firehousesubs.com</a>   | 5010 Bayou Blvd., Ste. 5                  | Pensacola         | FL 32503                      |
| FLORIDA | Bri'chae, LLC<br>P: Scott Esty<br>8067 Thoroughbred Rd.<br>Pensacola, FL 32526<br>(850) 994-9090<br><a href="mailto:sesty@firehousesubs.com">sesty@firehousesubs.com</a>   | 120 S. New Warrington Rd.                 | Pensacola         | FL 32507                      |
| FLORIDA | Bri'chae, LLC<br>P: Scott Esty<br>8067 Thoroughbred Rd.<br>Pensacola, FL 32526<br>(850) 478-9861<br><a href="mailto:sesty@firehousesubs.com">sesty@firehousesubs.com</a>   | 5998 Mobile Hwy., Ste. 8                  | Pensacola         | FL 32526                      |
| FLORIDA | Palisade Enterprises, LLC<br>P: Betty Arrant<br>4367 Highway 90<br>Pace, FL 32571<br>(850) 723-1001<br><a href="mailto:betty.arrant@firehousesubs.com">betty.arrant@firehousesubs.com</a>                        | 2 E. 9 Mile Rd.                           | Pensacola         | FL 32534                      |



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| FLORIDA | Palisade Enterprises, LLC<br>P: Betty Arrant<br>4367 Highway 90<br>Pace, FL 32571<br>(850) 723-1001<br><a href="mailto:betty.arrant@firehousesubs.com">betty.arrant@firehousesubs.com</a>                               | 1741 E. 9 Mile Rd., Ste. 13  | Pensacola       | FL 32514                      |
| FLORIDA | Firebox, LLC<br>P: Anthony Pietsch<br>6570 - A Caroline Street<br>Milton, FL 32570<br>(850) 232-2084<br><a href="mailto:tpietsch@firehousesubs.com">tpietsch@firehousesubs.com</a>                                      | 6869 N. 9 <sup>th</sup> Ave. | Pensacola       | FL 32504                      |
| FLORIDA | Impact FHS Restaurants III, LLC<br>P: Sarju Patel<br>19046 Bruce B. Downs Blvd., Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>               | 4394 Park Blvd.              | Pinellas Park   | FL 33781                      |
| FLORIDA | SYE of Plant City, LLC<br>P: John York<br>8927 Eagle Watch Drive<br>Riverview, FL 33578<br>(352) 874-0902<br><a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>                               | 107-2 West Alexander Street  | Plant City      | FL 33563                      |
| FLORIDA | South Miami Subs 3, Inc.<br>P: Ted Tallman<br>9562 Campi Drive<br>Lake Worth, FL 33467<br>(561) 714-7260<br><a href="mailto:ttallman@firehousesubs.com">ttallman@firehousesubs.com</a>                                  | 801 S. University Dr.        | Plantation      | FL 33324                      |
| FLORIDA | Pompano Subs, Inc.<br>P: Carols E. Ramirez<br>1751 N.W. 107 <sup>th</sup> Terrace<br>Plantation, FL 33322<br>(305) 613-4245<br><a href="mailto:earlose.ramirez@firehousesubs.com">earlose.ramirez@firehousesubs.com</a> | 2313 N. Federal Hwy.         | Pompano Beach   | FL 33062                      |

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| FLORIDA                 | R. Kay, Inc.<br>P: Kim Clouden<br>2428 Pickard Lane<br>North Port, FL 34286<br>(941) 468-9256<br><a href="mailto:kim.clouden@firehousesubs.com">kim.clouden@firehousesubs.com</a>  | 18500 Veterans Blvd.                    | Port Charlotte            | FL 33954                      |
| <a href="#">FLORIDA</a> | <a href="#">B &amp; B of Big Bend Road LLC</a><br><a href="#">P: John S. York</a><br><a href="#">8927 Eagle Watch Drive</a><br><a href="#">Riverview, FL 33578</a><br><a href="#">(352) 874-0902</a><br><a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a> | <a href="#">13129 US Highway 301 S.</a> | <a href="#">Riverview</a> | <a href="#">FL 33578</a>      |
| FLORIDA                 | Shore Fire, Inc.<br>P: Denise Miller<br>905 Pine Baugh St.<br>Rockledge, FL 32955<br>(321) 302-0009<br><a href="mailto:dmiller@firehousesubs.com">dmiller@firehousesubs.com</a>  | 1852 S. Rockledge Blvd.                 | Rockledge                 | FL 32955                      |
| FLORIDA                 | Subs & Clubs, LLC<br>P: John Anders<br>12 Tara Lakes Drive E.<br>Boynton Beach, FL 33436<br>(561) 797-7788<br><a href="mailto:janders@firehousesubs.com">janders@firehousesubs.com</a>   | 10229 Okeechobee Blvd.                  | Royal Palm Beach          | FL 33411                      |
| FLORIDA                 | Subdude Restaurant Group, Inc.<br>P: David Hause<br>31 Eastwood Dr.<br>Palm Coast, FL 32164<br>(904) 953-9900<br><a href="mailto:dhause@firehousesubs.com">dhause@firehousesubs.com</a>  | 1844 S. Ridgewood Ave.                  | S. Daytona                | FL 32119                      |
| FLORIDA                 | Tri-County Fire, LLC<br>P: Douglas Hubbard<br>3852 Shoreside Drive<br>Kissimmee, FL 34746<br>(863) 602-1361<br><a href="mailto:doug.hubbard@firehousesubs.com">doug.hubbard@firehousesubs.com</a>  | 4554 13th St.                           | Saint Cloud               | FL 34741                      |

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| FLORIDA | Bay Breeze Foods, LLC<br>P: Asha Patel<br>1792 Split Fork Dr.<br>Oldsmar, FL 34677<br>(727) 688-5130<br><a href="mailto:ashapatel@firehousesubs.com">ashapatel@firehousesubs.com</a>                                 | 4949 4 <sup>th</sup> St. N., Ste. 300 | Saint Petersburg | FL 33703                      |
| FLORIDA | Hira, LLC<br>P: Asha Patel<br>1792 Split Fork Dr.<br>Oldsmar, FL 34677<br>(727) 688-5130<br><a href="mailto:ashapatel@firehousesubs.com">ashapatel@firehousesubs.com</a>   | 10490 Roosevelt Blvd.                 | Saint Petersburg | FL 33716                      |
| FLORIDA | Firemack, LLC<br>P: Tom Calato<br>5369 Cypress Reserve Place<br>Winter Park, FL 32792<br>(407) 718-8002<br><a href="mailto:tcالاتo@firehousesubs.com">tcالاتo@firehousesubs.com</a>                                  | 1625 W.P. Ball Blvd.                  | Sanford          | FL 32771                      |
| FLORIDA | Fire Bee, LLC<br>P: John York<br>8927 Eagle Watch Drive<br>Riverview, FL 33578<br>(352) 874-0902<br><a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>                                     | 4400 Bee Ridge Rd.                    | Sarasota         | FL 34233                      |
| FLORIDA | Fire Fruit 115, LLC<br>P: John York<br>8927 Eagle Watch Drive<br>Riverview, FL 33578<br>(352) 874-0902<br><a href="mailto:john.york@firehousesubs.com">john.york@firehousesubs.com</a>                               | 5416 Fruitville Rd.                   | Sarasota         | FL 34232                      |
| FLORIDA | BJ Lueking Investments, LLC<br>P: Brad Lueking<br>751 N. 25 <sup>th</sup> Ave. N<br>St. Petersburg, FL 33704<br>(865) 776-6077<br><a href="mailto:brad.lueking@firehousesubs.com">brad.lueking@firehousesubs.com</a> | 4185 Mariner Blvd.                    | Spring Hill      | FL 34609                      |

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| FLORIDA | Fire Foods, LLC<br>P: Mariano Affranchino<br>1673 Victoria Pointe Circle<br>Weston, FL 33327<br>(786) 600-0227<br><a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a> | 134 Weston Rd.            | Sunrise         | FL 33326                      |
| FLORIDA | White or Wheat, LLC<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>                          | 2580 N. Monroe St. #1     | Tallahassee     | FL 32303                      |
| FLORIDA | Tally 2, Inc.<br>P: Matthew Holmes<br>14213 Otter Run<br>Tallahassee, FL 32312<br>(850) 501-4759<br><a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>                                       | 3220 Apalachee Pkwy.      | Tallahassee     | FL 32311                      |
| FLORIDA | MJR Holdings, Inc.<br>P: Matthew Holmes<br>14213 Otter Run<br>Tallahassee, FL 32312<br>(850) 509-4759<br><a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>                                  | 1420 Capital Cir. NW      | Tallahassee     | FL 32304                      |
| FLORIDA | Firehouse Subs of Tallahassee #3, Inc.<br>P: Christopher Holmes<br>3702 Bobbin Brook E.<br>Tallahassee, FL 32312<br>(850) 567-5171<br><a href="mailto:cholmes@firehousesubs.com">cholmes@firehousesubs.com</a>     | 1908-1 Capital Cir. NE    | Tallahassee     | FL 32308                      |
| FLORIDA | K K & Tay, Inc.<br>P: Keith Hurtado<br>4012 DeSoto Farms Rd.<br>Tallahassee, FL 32309<br>(850) 567-2220<br><a href="mailto:khurtado@firehousesubs.com">khurtado@firehousesubs.com</a>                              | 1426 W. Tennessee St.     | Tallahassee     | FL 32304                      |

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| FLORIDA | BMG #407, LLC<br>P: Matt Holmes<br>14213 Otter Run Road<br>Tallahassee, FL 32312<br>(850) 350-0685<br><a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>                           | 6676 Thomasville Rd., Unit #2 | Tallahassee     | FL 32312                      |
| FLORIDA | KMG #76, LLC<br>P: Matt Holmes<br>14213 Otter Run Road<br>Tallahassee, FL 32312<br>(850) 350-0685<br><a href="mailto:mholmes@firehousesubs.com">mholmes@firehousesubs.com</a>                            | 3491-5 Thomasville Rd.        | Tallahassee     | FL 32309                      |
| FLORIDA | Engine Company, LLC<br>P: Jose Alvarez<br>15205 Kestrelrise Drive<br>Lithia, Florida 33547<br>(813) 956-5465<br><a href="mailto:jalvarez@firehousesubs.com">jalvarez@firehousesubs.com</a>               | 8428 W. Hillsborough Ave      | Tampa           | FL 33615                      |
| FLORIDA | Fire-Etc, Inc.<br>P: Tracey Johnson<br>10144 Arbor Run Drive<br>Tampa, FL 33647<br>(813) 388-3423<br><a href="mailto:tjohnson@firehousesubs.com">tjohnson@firehousesubs.com</a>                          | 2710 Fowler Ave., Unit 3      | Tampa           | FL 33612                      |
| FLORIDA | Impact FHS Restaurants II, LLC<br>P: Sarju Patel<br>19046 Bruce B. Downs Blvd., Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a> | 1824 Bruce B. Downs Blvd.     | Tampa           | FL 33544                      |
| FLORIDA | Impact FHS Restaurants XI, LLC<br>P: Sarju Patel<br>19046 Bruce B. Downs Blvd., Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a> | 2617 W. Kennedy Blvd.         | Tampa           | FL 33609                      |

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| FLORIDA                 | Sarrk Restaurants XIII, LLC<br>P: Sarju Patel<br>19046 Bruce B. Downs Blvd., Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>  | 13236 N. Dale Mabry                       | Tampa                      | FL 33618                      |
| FLORIDA                 | Sarrk Restaurants XIV, LLC<br>P: Sarju Patel<br>19046 Bruce B. Downs Blvd., Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>   | 2227 Dale Mabry Highway                   | Tampa                      | FL 33629                      |
| <a href="#">FLORIDA</a> | <a href="#">Fuego Caliente, LLC</a><br><a href="#">P: Britt H. Diaz</a><br><a href="#">8645 Grandee Drive</a><br><a href="#">Orlando, FL 32829</a><br><a href="#">(407) 808-1635</a><br><a href="mailto:britt.diaz@firehousesubs.com">britt.diaz@firehousesubs.com</a> | <a href="#">2520 S. Washington Avenue</a> | <a href="#">Titusville</a> | <a href="#">FL 32780</a>      |
| FLORIDA                 | Impact FHS Restaurants VIII, LLC<br>P: Sarju Patel<br>19046 Bruce B. Downs Blvd., Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>   | 1013 E. Bloomingdale Ave                  | Valrico                    | FL 33596                      |
| FLORIDA                 | Mama's House, LLC<br>P: James A. Wiewel<br>47 Shoreland Drive<br>Osprey, FL 34229<br>(319) 360-4904<br><a href="mailto:jwiewel@firehousesubs.com">jwiewel@firehousesubs.com</a>  | 1570 US-41 Bypass                         | Venice                     | FL 34292                      |
| FLORIDA                 | 2LAZYH, Inc.<br>P: Doug Hummel<br>6170 20 <sup>th</sup> St.<br>Vero Beach, FL 32966<br>(321) 431-1787<br><a href="mailto:dhummel@firehousesubs.com">dhummel@firehousesubs.com</a>  | 6170 20 <sup>th</sup> St.                 | Vero Beach                 | FL 32966                      |

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| FLORIDA | Zerin Restaurant Group, LLC<br>P: Miah Manik<br>225 Palm Bay Road NE, Unit 184<br>West Melbourne, FL 32904<br>(718) 701-7417<br><a href="mailto:miah.manik@firehousesubs.com">miah.manik@firehousesubs.com</a> | 225 Palm Bay Rd. NE Unit 184    | West Melbourne  | FL 32904                      |
| FLORIDA | TMA Subs 4, Inc.<br>P: John Anders<br>12 Tara Lakes Drive East<br>Boynton Beach, FL 33436<br>(561) 797-7788<br><a href="mailto:janders@firehousesubs.com">janders@firehousesubs.com</a>                        | 4047 Okeechobee Blvd. #101      | West Palm Beach | FL 33409                      |
| FLORIDA | DKSS Subs, LLC<br>P: Don Davey<br>200 First St., Ste. 204<br>Neptune Beach, FL 32266<br>(904) 607-6988<br><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a>                               | 3119 Daniels Rd. Ste. 102       | Winter Garden   | FL 34787                      |
| FLORIDA | JMDI, Inc.<br>P: Ashish Sahgal<br>1107 3 <sup>rd</sup> St. SW #6<br>Winter Haven, FL 33880<br>(440) 623-3185<br><a href="mailto:asahgal@firehousesubs.com">asahgal@firehousesubs.com</a>                       | 1107 3 <sup>rd</sup> St. SW #6  | Winter Haven    | FL 33880                      |
| FLORIDA | Ferguson Four Fire, LLC<br>P: Guy Ferguson<br>419 S. Semoran Blvd.<br>Winter Park, FL 32792<br>(407) 401-1927<br><a href="mailto:gferguson@firehousesubs.com">gferguson@firehousesubs.com</a>                  | 419 S. Semoran Blvd.            | Winter Park     | FL 32792                      |
| FLORIDA | Lionheart Restaurant Operators, LLC<br>P: Eileen White<br>818 Seneca Meadows Rd.<br>Winter Springs, FL 32708<br>(321) 263-5199<br><a href="mailto:ewhite@firehousesubs.com">ewhite@firehousesubs.com</a>       | 5285 Red Bug Lake Rd., Ste. 129 | Winter Springs  | FL 32708                      |

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| GEORGIA | Smoking Hot Enterprises, LLC<br>P: Jeffrey Howe<br>3675 Tarn Court<br>Marietta, GA 30062<br>(770) 529-1772<br><a href="mailto:jhowe@firehousesubs.com">jhowe@firehousesubs.com</a>                   | 3348 Cobb Parkway NW, Ste. 120   | Acworth         | GA 30101                      |
| GEORGIA | Dodson Enterprises, LLC<br>P: Carla Dodson<br>20 Ray Taylor Rd.<br>Tifton, GA 31793<br>(404) 797-5863<br><a href="mailto:carla.dodson@firehousesubs.com">carla.dodson@firehousesubs.com</a>          | 2416 Dawson Rd., Ste. C          | Albany          | GA 31707                      |
| GEORGIA | RSS Sub Shop, Inc.<br>P: Rick Szabo<br>5610 Glenridge Drive Ste. 102<br>Atlanta, GA 30342<br>(404) 216-5137<br><a href="mailto:rszabo@firehousesubs.com">rszabo@firehousesubs.com</a>                | 3005 Old Alabama Rd., Ste. 6001  | Alpharetta      | GA 30022                      |
| GEORGIA | Vision Foods of East Athens, LLC<br>P: Adam Arefian<br>1051 Simonton Way<br>Watkinsville, GA 30677<br>(706) 296-9815<br><a href="mailto:aarfian@firehousesubs.com">aarfian@firehousesubs.com</a>     | 1860 Barnett Shoals Rd, Ste. 506 | Athens          | GA 30605                      |
| GEORGIA | Vision Foods of Prince Avenue, LLC<br>P: Adam Arefian<br>1051 Simonton Way<br>Watkinsville, GA 30677<br>(706) 296-9815<br><a href="mailto:aarefian@firehousesubs.com">aarefian@firehousesubs.com</a> | 1226 Prince Ave.                 | Athens          | GA 30606                      |
| GEORGIA | VR Investment Group, LLC<br>P: Vimal Bhakta<br>1850 Cotillion Drive Apt. 2104<br>Atlanta, GA 30338<br>(404) 364-8314<br><a href="mailto:vbhakta@firehousesubs.com">vbhakta@firehousesubs.com</a>     | 2221 Peachtree Rd.               | Atlanta         | GA 30309                      |



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| GEORGIA        | The Rohletter Group, LLC<br>P: Grant Rohletter<br>4600 Dunover Circle<br>Atlanta, GA 30360<br>(678) 457-3102<br><a href="mailto:grohletter@firehousesubs.com">grohletter@firehousesubs.com</a>  | 537 10 <sup>th</sup> St. NW                                      | Atlanta            | GA 30318                         |
| GEORGIA        | Rohletters on Peachtree, Inc.<br>P: Grant Rohletter<br>4600 Dunover Circle<br>Atlanta, GA 30360<br>(678) 457-3102<br><a href="mailto:grohletter@firehousesubs.com">grohletter@firehousesubs.com</a>   | 225 Peachtree St. NE Suite B-27                                  | Atlanta            | GA 30303                         |
| GEORGIA        | L.E.M. LLC<br>P: Anna Hoppmann-Lemoine<br>4295 Cabretta Drive<br>Smyrna, GA 30080<br>(770) 875-6114<br><a href="mailto:anna.lemoine@firehousesubs.com">anna.lemoine@firehousesubs.com</a>   | 2970 Cobb Parkway SE   | Atlanta            | GA 30339                         |
| <u>GEORGIA</u> | <u>FH Augusta, LLC</u><br><u>P: Larry Richard</u><br><u>4353 Pine Valley Drive</u><br><u>Bessemer, AL 35022</u><br><u>(205) 441-2722</u><br><u><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a></u>                         | <u>1509 Walton Way</u>   | <u>Augusta</u>     | <u>GA 30904</u>                  |
| GEORGIA        | FH Augusta, LLC<br>P: Larry Richard<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(205) 441-2722<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>   | <del>1509 Walton Way</del> <u>3424 Wrightsboro Rd., Ste. 300</u> | Augusta            | GA <del>30904</del> <u>30909</u> |
| GEORGIA        | <del>FH Augusta, LLC</del><br><del>P: Larry Richard</del><br><del>4353 Pine Valley Drive</del><br><del>Bessemer, AL 35022</del><br><del>(205) 441-2722</del><br><del><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a></del> | <del>1509 Walton Way</del> <u>3424 Wrightsboro Rd., Ste. 300</u> | <del>Augusta</del> | <del>GA 30904</del> <u>30909</u> |

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| GEORGIA | FH Augusta, LLC<br>P: Larry Richard<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(205) 441-2722<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>  | 2930 Peach Orchard  | Augusta                              | GA 30906                             |
| GEORGIA | 4 <sup>th</sup> Round, Inc.<br>P: Mike Bullard<br>2655 Devin Court<br>Smyrna, GA 30080<br>(404) 427-0974<br><a href="mailto:mike.bullard@firehousesubs.com">mike.bullard@firehousesubs.com</a>   | 2860-2 East West Connector  | Austell                              | GA 30106                             |
| GEORGIA | Statesboro Restaurant Group, Inc.<br>P: Ed Wells<br>P120 Brown Thrush Rd.<br>Savannah, GA 31419<br>(912) 536-3411<br><a href="mailto:ewells@firehousesubs.com">ewells@firehousesubs.com</a>  | 919 Glynn Isles   | Brunswick                            | GA 31525                             |
| GEORGIA | Subs 4 U, LLC<br>P: John Crow<br>1434 Water Wheel Dr.<br>Bethlehem, GA 30620<br>(404) 429-8388<br><a href="mailto:jcrow@firehousesubs.com">jcrow@firehousesubs.com</a>   | 3350 Buford Dr., Suite A-120  | Buford                               | GA 30519                             |
| GEORGIA | <del>GPH Familia Prima Integrity of GA, Inc.</del><br>P: <del>William Nichols Mehul Patel</del><br><del>367 Crestbend Lane</del><br><del>P.O. Box 398</del><br><del>Powder Springs, GA 30127</del><br><del>Dalton, GA 30722</del><br><del>(404) 539-1661</del> <del>(423) 314-3024</del><br><del><a href="mailto:william.nichols@firehousesubs.com">william.nichols@firehousesubs.com</a></del><br><del><a href="mailto:mehul.patel@firehousesubs.com">mehul.patel@firehousesubs.com</a></del> | <del>1353 Riverstone Parkway, #100</del> <del>1131 S. Wall Street</del> | <del>Canton</del> <del>Calhoun</del> | GA <del>30114</del> <del>30701</del> |
| GEORGIA | Hotlinez of West Georgia, Inc.<br>P: Joel Dennis<br>1188 Fivepoints Rd.<br>Buchanan, GA 30113<br>(770) 846-4762<br><a href="mailto:jdennis@firehousesubs.com">jdennis@firehousesubs.com</a>  | 1202 S. Park St., Ste. E  | Carrollton                           | GA 30117                             |

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|---------|---|------------------------------|-----------------|-------------------------------|
| GEORGIA | Harris Restaurant Group, LLC<br>P: Joel Dennis<br>1188 Five Points Road<br>Buchanan, GA 30113<br>(770) 846-4762<br><a href="mailto:jdennis@firehousesubs.com">jdennis@firehousesubs.com</a>   | 413 East Main Street         | Cartersville    | GA 30121                      |
| GEORGIA | H&H of Alabama, Inc.<br>P: Robert Yaegel<br>205 Lee Rd. 297<br>Smiths Station, AL 36877<br>(760) 577-9591<br><a href="mailto:robert.yaegel@firehousesubs.com">robert.yaegel@firehousesubs.com</a>   | 6563 Gateway Drive           | Columbus        | GA 31909                      |
| GEORGIA | War Eagle Wiches, LLC<br>P: Amy Griggs<br>64 North Haven Road<br>Seale, AL 36875<br>(706) 527-0673<br><a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>  | 2501 Whittlesey Rd., Suite H | Columbus        | GA 31909                      |
| GEORGIA | War Eagle Wiches, LLC<br>P: Amy Griggs<br>64 North Haven Road<br>Seale, AL 36875<br>(706) 527-0673<br><a href="mailto:amy.griggs@firehousesubs.com">amy.griggs@firehousesubs.com</a>  | 3201 Macon Rd., Suite 263    | Columbus        | GA 31906                      |
| GEORGIA | <del>Clear Group</del> <a href="#">Herrma Enterprises, LLC</a><br>P: <del>Jerry Williams</del> <a href="#">Robert Jones</a><br><del>90 Summer Walk Court</del><br><del>1955 Milfield Circle</del><br><del>Covington, GA 30016</del> <a href="#">Snellville, GA</a><br><del>30078</del><br><a href="mailto:robert.jones@firehousesubs.com">robert.jones@firehousesubs.com</a><br><del>(404) 403-0274</del><br><del><a href="mailto:jerry.williams@firehousesubs.com">jerry.williams@firehousesubs.com</a></del> <del>678)</del><br><del>920-3289</del> | 1565 Highway 138 SE Suite A  | Conyers         | GA 30013                      |

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| GEORGIA | Rohletters Out East, LLC<br>P: Grant Rohletter<br>4600 Dunover Circle<br>Atlanta, GA 30338<br>(678) 457-3102<br><a href="mailto:grohletter@firehousesubs.com">grohletter@firehousesubs.com</a>                | 4127 Hwy 278 NW                     | Covington       | GA 30014                      |
| GEORGIA | GPH Familia Prima, Inc.<br>P: William Nichols<br>367 Crestbend Lane<br>Powder Springs, GA 30127<br>(404) 539-1661<br><a href="mailto:william.nichols@firehousesubs.com">william.nichols@firehousesubs.com</a> | 2320 Atlanta Rd., Ste. 102          | Cumming         | GA 30040                      |
| GEORGIA | Black Cavern Group, LLC<br>P: Brett Black<br>4767 J M Turk Rd.<br>Flowery Branch, GA 30542<br>(770) 540-1298<br><a href="mailto:brett.black@firehousesubs.com">brett.black@firehousesubs.com</a>              | 905 Market Place Blvd Suite B       | Cumming         | GA 30041                      |
| GEORGIA | Luvin Subin, LLC<br>P: Diane Crow<br>1434 Water Wheel Drive<br>Bethlehem, GA 30236<br>(678) 557-9516<br><a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>                                  | 3465 Braselton Hwy. Ste. 150        | Dacula          | GA 30019                      |
| GEORGIA | GPH Familia Prima, Inc.<br>P: William Nichols<br>367 Crestbend Lane<br>Powder Springs, GA 30127<br>(404) 539-1661<br><a href="mailto:william.nichols@firehousesubs.com">william.nichols@firehousesubs.com</a> | 837 Highway 400 S., Suite 145 & 150 | Dawsonville     | GA 30534                      |
| GEORGIA | Famous Amos Subs, LLC<br>P: Randall Richard<br>317 Hickory Hollow Court<br>Dallas, GA 30157<br>(404) 202-0513<br><a href="mailto:randy.richard@firehousesubs.com">randy.richard@firehousesubs.com</a>         | 2911 Chapel Hill Road, Suite 210    | Douglasville    | GA 30135                      |

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| GEORGIA | Collins Restaurant Group, Inc.<br>P: Morgan Collins<br>P.O. Box 767<br>Havana, FL 32333<br>(912) 381-5373<br><a href="mailto:mcollins@firehousesubs.com">mcollins@firehousesubs.com</a>            | 2102 Veterans Blvd. Suite B       | Dublin          | GA 31021                      |
| GEORGIA | Subn It Up, LLC<br>P: Diane Crow<br>1434 Water Wheel Drive<br>Bethlehem, GA 30236<br>(678) 557-9516<br><a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>                        | 1950 Satellite Blvd. Ste. 100     | Duluth          | GA 30097                      |
| GEORGIA | FH Augusta, LLC<br>P: Larry Richard<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(205) 441-2722<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>                | 4431 Washington Rd., Ste. 1       | Evans           | GA 30809                      |
| GEORGIA | BBP Management Group, Inc.<br>P: Bhumika Patel<br>2 Briandwood Drive<br>Newnan, GA 30265<br>(847) 452-6959<br><a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a> | 8055 Senoia Road, Suite 300       | Fairburn        | GA 30213                      |
| GEORGIA | NAHZUK, Inc.<br>P: Nayana Shah<br>411 Gresham Drive<br>Stockbridge, GA 30281<br>(404) 992-1702<br><a href="mailto:nshah@firehousesubs.com">nshah@firehousesubs.com</a>                             | 46 Hudson Plaza, Ste. 39A         | Fayetteville    | GA 30214                      |
| GEORGIA | Black Forest Group, LLC<br>P: Brett Black<br>4767 J M Turk Rd.<br>Flowery Branch, GA 30542<br>(770) 540-1298<br><a href="mailto:brett.black@firehousesubs.com">brett.black@firehousesubs.com</a>   | 5911 Spout Springs Rd.<br>Suite B | Flowery Branch  | GA 30542                      |

| STATE          | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS            | RESTAURANT CITY  | RESTAURANT STATE AND ZIP CODE |
|----------------|--|--------------------------------------|------------------|-------------------------------|
| GEORGIA        | Greater Chattanooga Restaurant Group, LLC<br>P: David Pifer<br><del>7186 Homestead Circle</del><br><u>12225 Posey Hollow Rd.</u><br><del>Hixson, TN 37343</del> <u>Soddy Daisy, TN 37379</u><br>(423) 314-4681<br><a href="mailto:dpifer@firehousesubs.com">dpifer@firehousesubs.com</a> | 882 Battlefield Parkway              | Ft. Oglethorpe   | GA 30742                      |
| GEORGIA        | Black Granite Group, LLC<br>P: Brett Black<br>4767 J M Turk Rd.<br>Flowery Branch, GA 30542<br>(770) 540-1298<br><a href="mailto:brett.black@firehousesubs.com">brett.black@firehousesubs.com</a>  | 333 Shallowford Rd. NW, Ste. D       | Gainesville      | GA 30504                      |
| GEORGIA        | Criswell's Inc.<br>P: Jefferson Michael Criswell<br>581 Buck Creek Rd<br>Griffin, GA 30224<br>(404) 925-2839<br><a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>   | 118 West Taylor Street               | Griffin          | GA 30223                      |
| <u>GEORGIA</u> | <u>Downey Foods, LLC</u><br><u>P: Kirk Downey</u><br><u>180 Arrowhead Lake Rd.</u><br><u>N. Augusta, SC 28960</u><br><u>(803) 215-3768</u><br><u>kdowney@firehousesubs.com</u>   | <u>220 Meridian Drive</u>            | <u>Grovetown</u> | <u>GA 30813</u>               |
| GEORGIA        | Thunder & Lightning Sandwich Masters, LLC<br>P: Ed Wells<br>120 Brown Thrush Road<br>Savannah, GA 31419<br>(912) 536-3411<br><a href="mailto:ewells@firehousesubs.com">ewells@firehousesubs.com</a>  | 556 West Oglethorpe Highway          | Hinesville       | GA 31313                      |
| GEORGIA        | R & D Subs, LLC<br>P: Randy Richard<br>317 Hickory Hollow Court<br>Dallas, GA 30157<br>(404) 202-0513<br><a href="mailto:randy.richard@firehousesubs.com">randy.richard@firehousesubs.com</a>  | 4795 Jimmy Lee Smith Pkwy., Ste. 105 | Hiram            | GA 30141                      |

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| GEORGIA | Sub Chick, LLC<br>P: Diane Crow<br>1434 Water Wheel Drive<br>Bethlehem, GA 30236<br>(678) 557-9516<br><a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>   | 6395 McGinnis Ferry Rd., Ste. 303              | Johns Creek         | GA 30005                      |
| GEORGIA | Old Capitol Subs, Inc.<br>P: William McComb<br>125 S. Wilkinson Street<br>Milledgeville, GA 31061<br>(478) 414-6394<br><a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>  | 678 Lake Joy Road, Suite 100                   | Kathleen            | GA 31047                      |
| GEORGIA | <del>M &amp; C Subs VLLM, Inc. LLC</del><br>P: Melvin <del>Kinard</del> Meredith<br><del>112 Rocky 3785 Stone Creek Trail Circle</del><br><del>Woodstock, GA 30188 Cumming, GA</del><br><del>30041</del><br><del>(850) 206-7698</del> (404) 431-7663<br><del>mkinard@firehousesubs.com</del><br><a href="mailto:melvin.meredith@firehousesubs.com">melvin.meredith@firehousesubs.com</a> | 745 Chastain Rd. NW                            | Kennesaw            | GA 30144                      |
| GEORGIA | VLLM, LLC<br>P: Melvin Meredith<br><del>195 Jayne Ellen Way</del><br><del>3785 Stone Creek Circle</del><br><del>Alpharetta, GA 30099 Cumming, GA 30041</del><br>(404) 431-7663<br><a href="mailto:melvin.meredith@firehousesubs.com">melvin.meredith@firehousesubs.com</a>   | 4250 Wade Green Rd.                            | Kennesaw            | GA 30144                      |
| GEORGIA | Pipeman, LLC<br>P: Trey Norman<br><del>615 Overhill Dr.</del><br><del>Woodstock, GA 30189</del><br><del>(850) 556-9321</del><br><del>tnorman@firehousesubs.com</del>   | <del>835 Earnest Barrett Pkwy, Suite 300</del> | <del>Kennesaw</del> | <del>GA 30144</del>           |
| GEORGIA | DNF Foods, LLC<br>P: Fred Thomas<br>2205 Turtle Creek Way<br>Lawrenceville, GA 30188<br>(678) 920-4891<br><a href="mailto:fred.thomas@firehousesubs.com">fred.thomas@firehousesubs.com</a>   | 1393 GA Highway 40 East                        | Kingsland           | GA 31548                      |

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| GEORGIA | FHS LaGrange, INC<br>P: Bhumika Patel<br>2 Briandwood Drive<br>Newnan, GA 30265<br><a href="mailto:Bhumika.patel@firehousesubs.com">Bhumika.patel@firehousesubs.com</a>   | <a href="#">1507 LaFayette Parkway, Unit A</a> | LaGrange        | <a href="#">GA 30241</a>      |
| GEORGIA | ID Business Group, LLC<br>P: Idris Idris<br>1525 Grayson Highway, Unit 819<br>Grayson, GA 30017<br>(678) 512-0411<br><a href="mailto:idris.idris@firehousesubs.com">idris.idris@firehousesubs.com</a>   | 3375 Sugarloaf Pkwy                            | Lawrenceville   | GA 30044                      |
| GEORGIA | Diane's Subs, LLC<br>P: Diane Crow<br>1434 Water Wheel Dr.<br>Bethlehem, GA 30620<br>(678) 557-9516<br><a href="mailto:dcrow@firehousesubs.com">dcrow@firehousesubs.com</a>   | 860 Duluth Hwy, Suite 1040                     | Lawrenceville   | GA 30043                      |
| GEORGIA | <del>Page Investment Company, LLC</del><br><del>1786 Inc.</del><br>P: <del>Grady Griffin</del><br><del>36 Country Club Drive</del><br><del>1317 Cherry Tree Court</del><br><del>Hawkinsville, GA 31036</del><br><del>GA 30043</del><br>(478) 893-1464<br><del>(678) 779-1289</del><br><del>ggriffin@firehousesubs.com</del><br><del>alishan.nanji@firehousesubs.com</del> | 4145 Lawrenceville Hwy., Ste. 16               | Lilburn         | GA 30047                      |
| GEORGIA | D&R Subs, LLC<br>P: Randy Richard<br>317 Hickory Hollow Court<br>Dallas, Georgia 30157<br>(404) 473-3036<br><a href="mailto:randy.richard@firehousesubs.com">randy.richard@firehousesubs.com</a>  | 1300 W. Corporate Court                        | Lithia Springs  | GA 30122                      |
| GEORGIA | Faara Restaurant, LLC<br>P: Karl Budhwani<br>933 Kalmia Drive<br>Lawrenceville, GA 30044<br>(770) 362-9100<br><a href="mailto:karl.budhwani@firehousesubs.com">karl.budhwani@firehousesubs.com</a>  | 8075 Mall Pkwy.                                | Lithonia        | GA 30038                      |



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|-------------------------|--|---|----------------------------|---|
| <a href="#">GEORGIA</a> | <a href="#">Vision Foods of Loganville, LLC</a><br><a href="#">P: Adam Arefian</a><br><a href="#">29 North Main Street</a><br><a href="#">P.O. Box 332</a><br><a href="#">Watkinsville, GA 30677</a><br><a href="#">(706) 296-9815</a><br><a href="#">aarefian@firehousesubs.com</a> | <a href="#">4639 Lawrenceville Road</a>                                     | <a href="#">Loganville</a> | <a href="#">GA 30052</a>                  |
| GEORGIA                 | Nahzuk Inc.<br>P: Nayana Shah<br>411 Gresham Drive<br>Stockbridge, GA 30281<br>(404) 992-1702<br><a href="#">nshah@firehousesubs.com</a>   | 11348 Tara Blvd., Ste. 108  | Lovejoy                    | GA 30250                                  |
| <a href="#">GEORGIA</a> | <a href="#">Collins Restaurant Group, Inc.</a><br><a href="#">P: Morgan Collins</a><br><a href="#">P.O. Box 767</a><br><a href="#">Havana, FL 32333</a><br><a href="#">(912) 381-5373</a><br><a href="#">mcollins@firehousesubs.com</a>  | <a href="#">4123 Forsyth Rd., Ste. A</a>                                    | <a href="#">Macon</a>      | <a href="#">GA 31208</a>                  |
| GEORGIA                 | Collins Restaurant Group, Inc.<br>P: Morgan Collins<br>P.O. Box 767<br>Havana, FL 32333<br>(912) 381-5373<br><a href="#">mcollins@firehousesubs.com</a>  | <del>4123 Forsyth Rd., Ste. A</del><br><a href="#">4921 Riverside Drive</a> | Macon                      | GA <del>31208</del> <a href="#">31210</a> |
| <del>GEORGIA</del>      | <del>Collins Restaurant Group, Inc.</del><br><del>P: Morgan Collins</del><br><del>P.O. Box 767</del><br><del>Havana, FL 32333</del><br><del>(912) 381-5373</del><br><del>mcollins@firehousesubs.com</del>  | <del>4921 Riverside Drive</del>   | <del>Macon</del>           | <del>GA 31210</del>                       |
| GEORGIA                 | Collins Restaurant Group, Inc.<br>P: Morgan Collins<br>P.O. Box 767<br>Havana, FL 32333<br>(912) 381-5373<br><a href="#">mcollins@firehousesubs.com</a>  | 4640 Presidential Pkwy., Ste. A   | Macon                      | GA 31206                                  |

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| GEORGIA            | 4 <sup>th</sup> Round, Inc.<br>P: Mike Bullard<br>2655 Devin Court<br>Smyrna, GA 30080<br>(404) 427-0974<br><a href="mailto:mike.bullard@firehousesubs.com">mike.bullard@firehousesubs.com</a>   | 2500 Dallas Hwy, Suite 650                  | Marietta            | GA 30064                      |
| GEORGIA            | Brettman, Inc<br>P: Trey Norman<br>615 Overhill Dr.<br>Woodstock, GA 30189<br>(850) 556-9321<br><a href="mailto:tnorman@firehousesubs.com">tnorman@firehousesubs.com</a>   | 2900 Delk Rd., Ste. 550                     | Marietta            | GA 30067                      |
| <del>GEORGIA</del> | <del>Brettman, Inc.<br/>P: Trey Norman<br/>615 Overhill Dr.<br/>Woodstock, GA 30189<br/>(850) 556-9321<br/><a href="mailto:tnorman@firehousesubs.com">tnorman@firehousesubs.com</a></del>  | <del>1100 Johnson Ferry Rd., Ste. 395</del> | <del>Marietta</del> | <del>GA 30068</del>           |
| GEORGIA            | <del>Squad 51, Lightning Food Services, LLC</del><br>P: <del>Jeffrey Howe</del> Trevor Bolt<br><del>3675 Tam</del> 3009 Sterling Court<br><del>Marietta, GA 30062</del> Roswell, GA 30075<br><del>(410) 984-5330</del> (678) 392-8187<br><del><a href="mailto:jhowe@firehousesubs.com">jhowe@firehousesubs.com</a></del><br><a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a> | 145 N. Marietta Pkwy., Ste. Suite F         | Marietta            | GA 30060                      |
| GEORGIA            | Kimmer, LLC<br>P: Sam Kimbrell<br>3785 Stone Creek Circle<br>Cumming, GA 30041<br>(678) 313-3431<br><a href="mailto:sam.kimbrell@firehousesubs.com">sam.kimbrell@firehousesubs.com</a>   | 2745 Sandy Plains Road                      | Marietta            | GA 30066                      |
| GEORGIA            | FH Augusta, LLC<br>P: Larry Richard<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(205) 441-2722<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>  | 3836 Washington Rd., Ste. 6                 | Martinez            | GA 30907                      |

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| GEORGIA                 | FH Augusta, LLC<br>P: Larry Richard<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(205) 441-2722<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>  | 101 Maple Street, Suite 1               | Martinez                 | GA 30907                      |
| GEORGIA                 | Criswell's Inc.<br>P: Mike Criswell<br>581 Buck Creek Rd.<br>Griffin, GA 30224<br>(404) 925-2839<br><a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>   | 1487 West Highway 20, Ste. D            | McDonough                | GA 30253                      |
| GEORGIA                 | Criswell's Inc.<br>P: Mike Criswell<br>581 Buck Creek Rd.<br>Griffin, GA 30224<br>(404) 925-2839<br><a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>   | 2109 Jonesboro Rd.                      | McDonough                | GA 30253                      |
| GEORGIA                 | Old Capitol Subs, Inc.<br>P: William McComb<br>125 S. Wilkinson Street<br>Milledgeville, GA 31061<br>(478) 414-6934<br><a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>  | 1909 North Columbia Street<br>Ste. C    | Milledgeville            | GA 31061                      |
| GEORGIA                 | Lightning Food Services, LLC<br>P: Trevor Bolt<br>3009 Sterling Court<br>Roswell, GA 30075<br>(678) 392-8187<br><a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a>   | 13087 Highway 9, Ste. 930               | Milton                   | GA 30004                      |
| <a href="#">GEORGIA</a> | <a href="#">Dodson Enterprises, LLC</a><br><a href="#">P: Carla Dodson</a><br><a href="#">20 Ray Taylor Road</a><br><a href="#">Tifton, GA 31793</a><br><a href="#">(404) 797-5863</a><br><a href="mailto:carla.dodson@firehousesubs.com">carla.dodson@firehousesubs.com</a> | <a href="#">507 N. Veterans Parkway</a> | <a href="#">Moultrie</a> | <a href="#">GA 31788</a>      |

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| GEORGIA        | HBP Hot Sub, Inc.<br>P: Bhumika Patel<br>2 Briandwood Drive<br>Newnan, GA 30265<br>(678) 850-9090<br><a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a>                | 226 Newnan Crossing Bypass               | Newnan          | GA 30265                      |
| <u>GEORGIA</u> | <u>Loya, LLC</u><br><u>P: Nirav Patel</u><br><u>704 Mason Terrace</u><br><u>Perry, GA 31069</u><br><u>(478) 335-6789</u><br><u>nirav.patel@firehousesubs.com</u>   | <u>1740 Indian Trail Road, Suite 300</u> | <u>Norcross</u> | <u>GA 30093</u>               |
| GEORGIA        | Manubhai Investments, Inc.<br>P: Bhupesh Patel<br>860 Cooper Farm Way<br>Johns Creek, GA 30097<br>(770) 209-6642<br><a href="mailto:bhupesh.patel@firehousesubs.com">bhupesh.patel@firehousesubs.com</a> | 3400 Holcomb Bridge Rd., Ste. 300        | Norcross        | GA 30092                      |
| GEORGIA        | AJA Subs, LLC<br>P: Jerry Anderson<br>5680 Turnstone Drive<br>Conyers, GA 30094<br>(770) 313-2696<br><a href="mailto:jerry.anderson@firehousesubs.com">jerry.anderson@firehousesubs.com</a>              | 3650 Mundy Mill Road                     | Oakwood         | GA 30566                      |
| GEORGIA        | S & A Investment, LLC<br>P: Bhumika Patel<br>2 Briandwood Drive<br>Newnan, GA 30265<br>(847) 452-6959<br><a href="mailto:bhumika.patel@firehousesubs.com">bhumika.patel@firehousesubs.com</a>            | 321 Commerce Drive                       | Peachtree City  | GA 30269                      |
| <u>GEORGIA</u> | <u>Willexis LLC</u><br><u>P: William Stilley</u><br><u>1552 Tom Buk Tu Lane</u><br><u>Columbus, GA 31904</u><br><u>(904) 716-7159</u><br><u>william.stilley@firehousesubs.com</u>                        | <u>1369 Sam Nunn Boulevard</u>           | <u>Perry</u>    | <u>GA 31069</u>               |

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| GEORGIA                 | Liquid Fire, LLC<br>P: Chad Weaver<br>8 N. Nicholson Circle<br>Savannah, GA 31419<br>(904) 631-7815<br><a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>   | 481 Pooler Parkway               | Pooler                        | GA 31322                      |
| <a href="#">GEORGIA</a> | <a href="#">Liquid Fire, LLC</a><br><a href="#">P: Chad Weaver</a><br><a href="#">8 N. Nicholson Circle</a><br><a href="#">Savannah, GA 31419</a><br><a href="#">(904) 631-7815</a><br><a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a> | <a href="#">9116 Ford Avenue</a> | <a href="#">Richmond Hill</a> | <a href="#">GA 31324</a>      |
| GEORGIA                 | Hotlinez of West Georgia, Inc.<br>P: Joel Dennis<br>1188 Fivepoints Rd.<br>Buchanan, GA 30113<br>(770) 846-4762<br><a href="mailto:jdennis@firehousesubs.com">jdennis@firehousesubs.com</a>   | 723 Turner McCall Blvd.          | Rome                          | GA 30165                      |
| GEORGIA                 | Lightning Food Services, LLC<br>P: Trevor Bolt<br>3009 Sterling Court<br>Roswell, GA 30075<br>(678) 392-8187<br><a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a>  | 10779 Alpharetta Hwy., Suite 180 | Roswell                       | GA 30076                      |
| GEORGIA                 | Lightning Food Services, LLC<br>P: Trevor Bolt<br>3009 Sterling Court<br>Roswell, GA 30075<br>(678) 392-8187<br><a href="mailto:trevor.bolt@firehousesubs.com">trevor.bolt@firehousesubs.com</a>  | 4648 Woodstock Road, Suite 250   | Roswell                       | GA 30075                      |
| GEORGIA                 | Spring Business Group, LLC<br>P: Dino Azouz<br>1525 Grayson Hwy #819<br>Grayson, GA 30017<br>(404) 216-7706<br><a href="mailto:dino.azouz@firehousesubs.com">dino.azouz@firehousesubs.com</a>   | 6309 Roswell Rd. NE, Ste. 1-B    | Sandy Springs                 | GA 30328                      |

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| GEORGIA | <del>Sterling Food Service, LLC</del><br><del>P: Riek Szabo</del><br><del>FHS 5610 Glenridge Drive Ste. 102 Inc.</del><br><del>P: Alishan Nanji</del><br><del>1317 Cherry Tree Court</del><br><del>Atlanta, GA 30342</del><br><del>Lawrenceville, GA 30043</del><br><del>(404) 216-5137(678) 779-1289</del><br><del>rszabo@firehousesubs.com</del><br><del>alishan.nanji@firehousesubs.com</del> | 5610 Glenridge Dr., Ste. 102            | Sandy Springs   | GA 30342                      |
| GEORGIA | Liquid Fire, LLC<br>P: Chad Weaver<br>8 N. Nicolson<br>Savannah, GA 31419<br>(904) 631-7815<br><a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>  | 8108 Abercorn St., Ste. 430             | Savannah        | GA 31406                      |
| GEORGIA | Liquid Fire, LLC<br>P: Chad Weaver<br>8 N. Nicolson<br>Savannah, GA 31419<br>(904) 631-7815<br><a href="mailto:cweaver@firehousesubs.com">cweaver@firehousesubs.com</a>  | 1935 E. Victory Dr. #200                | Savannah        | GA 31404                      |
| GEORGIA | 4 <sup>th</sup> Round, Inc.<br>P: Mike Bullard<br>2655 Devin Court<br>Smyrna, GA 30080<br>(404) 427-0974<br><a href="mailto:mike.bullard@firehousesubs.com">mike.bullard@firehousesubs.com</a>   | 4624 Camp Highland Rd SE,<br>Suite 1000 | Smyrna          | GA 30082                      |
| GEORGIA | <del>Vision Foods, Inc. of Snellville, LLC</del><br>P: Adam Arefian<br>1051 Simonton Way<br>Watkinsonville, GA 30677<br>(706) 296-9815<br><a href="mailto:aarefian@firehousesubs.com">aarefian@firehousesubs.com</a>   | 1830 Scenic Hwy.                        | Snellville      | GA 30078                      |
| GEORGIA | Fire Cannon, LLC<br>P: Cannon Deloach<br>812 Kennedy Bridge Rd.<br>Statesboro, GA 30452<br>(912) 682-0044<br><a href="mailto:cdeloach@firehousesubs.com">cdeloach@firehousesubs.com</a>  | 600 Brannen Street, Suite A             | Statesboro      | GA 30458                      |

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|---------|---|----------------------------------|-----------------|-------------------------------|
| GEORGIA | Criswell's Inc.<br>P: Mike Criswell<br>581 Buck Creek Rd.<br>Griffin, GA 30224<br>(404) 925-2839<br><a href="mailto:mcriswell@firehousesubs.com">mcriswell@firehousesubs.com</a>            | 1465 Hudson Bridge Rd., Ste. 109 | Stockbridge     | GA 30281                      |
| GEORGIA | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>    | 14815 Highway 19 S., Ste .700    | Thomasville     | GA 31792                      |
| GEORGIA | Dodson Enterprises, LLC<br>P: Carla Dodson<br>20 Ray Taylor Rd.<br>Tifton, GA 31793<br>(404) 797-5863<br><a href="mailto:carla.dodson@firehousesubs.com">carla.dodson@firehousesubs.com</a> | 909 W. 8 <sup>th</sup> Street    | Tifton          | GA 31794                      |
| GEORGIA | Loya, LLC<br>P: Nirav Patel<br>704 Mason Terrace<br>Perry, GA 31069<br>(478) 335-6789<br><a href="mailto:nirav.patel@firehousesubs.com">nirav.patel@firehousesubs.com</a>                   | 4306 Lawrenceville Hwy, Ste. 130 | Tucker          | GA 30084                      |
| GEORGIA | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>    | 2525 N. Ashley St., Ste. C       | Valdosta        | GA 31602                      |
| GEORGIA | Ralph & Jill, Inc.<br>P: Ralph Fabozzi<br>3017 Golden Eagle Dr.<br>Tallahassee, FL 32312<br>(850) 933-5285<br><a href="mailto:rfabozzi@firehousesubs.com">rfabozzi@firehousesubs.com</a>    | 1525 Baytree Rd., Ste. B         | Valdosta        | GA 31602                      |

| STATE   | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS   | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|---------|--|-----------------------------|-----------------|-------------------------------|
| GEORGIA | Old Capital Subs, Inc.<br>P: William McComb<br>125 S. Wilkinson St.<br>Milledgeville, GA 31061<br>(478) 414-6394<br><a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>   | 206 Russell Pkwy., Ste. 100 | Warner Robins   | GA 31088                      |
| GEORGIA | Old Capital Subs, Inc.<br>P: William McComb<br>125 S. Wilkinson St.<br>Milledgeville, GA 31061<br>(478) 414-6394<br><a href="mailto:william.mccomb@firehousesubs.com">william.mccomb@firehousesubs.com</a>   | 4025 Watson Blvd., Ste. 100 | Warner Robins   | GA 31093                      |
| GEORGIA | DNF Restaurants, Inc.<br>P: Fred Thomas<br>2205 Turtle Creek Way<br>Lawrenceville, GA 30043<br>(678) 920-4891<br><a href="mailto:fred.thomas@firehousesubs.com">fred.thomas@firehousesubs.com</a>  | 1905 Memorial Drive         | Waycross        | GA 31501                      |
| GEORGIA | Palmetto Subhouse, LLC<br>P: Brian Hammond<br>807 Main St.<br>Spartanburg, SC 29302<br>(864) 431-7713<br><a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>  | 108 E. May St., Ste. 800    | Winder          | GA 30680                      |
| GEORGIA | Brettman, Inc.<br>P: Trey Norman<br>615 Overhill Dr.<br>Woodstock, GA 30189<br>(850) 556-9321<br><a href="mailto:tnorman@firehousesubs.com">tnorman@firehousesubs.com</a>  | 9745-D Highway 92           | Woodstock       | GA 30188                      |
| IDAHO   | J & J Blaze, LLC<br>P: Justin May<br><del>295 West Burgi Lane</del><br><del>Midway, UT 84049</del><br><a href="#">683 North Culver Creek</a><br><a href="#">Star, ID 83669</a><br>(208) 901-2508<br><a href="mailto:justin.may@firehousesubs.com">justin.may@firehousesubs.com</a> | 1569 North Milwaukee Street | Boise           | ID 83704                      |



| STATE                    | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS               | RESTAURANT CITY               | RESTAURANT STATE AND ZIP CODE |
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| <a href="#">IDAHO</a>    | <a href="#">O Brothers Subs, LLC</a><br>P: <a href="#">Kyle J. Staples</a><br><a href="#">4463 N. Shaw Loop</a><br><a href="#">Coeur d'Alene, ID 83815</a><br><a href="#">(208) 625-0343</a><br><a href="#">kyle.staples@firehousesubs.com</a> | <a href="#">1422 W. Appleway Avenue</a> | <a href="#">Coeur d'Alene</a> | <a href="#">ID 83814</a>      |
| IDAHO                    | J & J Eagle, LLC<br>P: Justin May<br><del>325 N. Devon Way</del><br><a href="#">683 North Culver Creek</a><br>Star, ID <del>94095</del> <a href="#">83669</a><br>(208) 901-2508<br><a href="#">justin.may@firehousesubs.com</a>                | 2830 North Eagle Road                   | Meridian                      | ID 83646                      |
| IDAHO                    | Putnam Food Ventures, LLC<br>P: Byron Putnam<br>583 Raven Way, Apt A<br>Chubbuck, ID 83202<br>(208) 512-9006<br><a href="#">byron.putnam@firehousesubs.com</a>   | 231 West Quinn Rd. Suite F              | Pocatello                     | ID 83201                      |
| <a href="#">ILLINOIS</a> | <a href="#">DCRJ Enterprise, Corp.</a><br>P: <a href="#">David Allen</a><br><a href="#">25W 115 Laredo Trail</a><br><a href="#">Bloomington, IL 60108</a><br><a href="#">(630) 461-1378</a><br><a href="#">allendb3@gmail.com</a>              | <a href="#">1465 W. Lake Street</a>     | <a href="#">Addison</a>       | <a href="#">IL 60101</a>      |
| ILLINOIS                 | Mazanek Restaurants, LLC<br>P: Hannah Mazanek<br>3919 Stone Hollow Lane<br>Edwardsville, IL 62025<br>(321) 704-3901<br><a href="#">hannah.mazanek@firehousesubs.com</a>  | 317 Homer Adams Parkway, Suite J        | Alton                         | IL 62002                      |
| ILLINOIS                 | Riggi Restaurant Group, LLC<br>P: James Riggi<br>3520 Cerena Court<br>Aurora, IL 60504<br>(630) 585-9343<br><a href="#">james.riggi@firehousesubs.com</a>  | 405 N. Eola Road, Unit N                | Aurora                        | IL 60502                      |

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| <a href="#">ILLINOIS</a> | <a href="#">DCRJ Enterprise, Corp.</a><br>P: <a href="#">David Allen</a><br><a href="#">25W 115 Laredo Trail</a><br><a href="#">Bloomington, IL 60108</a><br><a href="#">(630) 461-1378</a><br><a href="#">allendb3@gmail.com</a>  | <a href="#">398-104 W. Army Trail Road</a><br><a href="#">Suite 104</a> | <a href="#">Bloomington</a> | <a href="#">IL 60108</a>      |
| ILLINOIS                 | H.A.L. LLC<br>P: Hollie Latting<br>2203 Bracebridge Rd.<br>Bloomington, IL 61705<br>(810) 449-1184<br><a href="#">hollie.latting@firehousesubs.com</a>   | 1407 N. Veterans Parkway, Unit F  | Bloomington                 | IL 61704                      |
| ILLINOIS                 | <del>Choice Shaker Subs Restaurants, LLC</del><br><del>Elite</del><br><del>Bolingbrook, Inc.</del><br>P: <del>Ann Scorza</del> <a href="#">Omar Shaker</a><br><del>2216 Hillsboro Lane</del><br><del>8771 Sunshine Court</del><br><del>Naperville, IL 60564</del> <a href="#">Orland Park, IL</a><br><del>60462</del><br><del>(630) 254-7226</del> <a href="#">(708) 912-3174</a><br><del>ann.scorza@firehousesubs.com</del> <a href="#">omar.shaker@firehousesubs.com</a> | 1235 W. Boughton <del>Rd.</del> <a href="#">Road</a>                    | Bolingbrook                 | IL 60440                      |
| ILLINOIS                 | Vanderbilt's Firehouse, Inc.<br>P: Christine Vanderbilt<br>518 Keepataw Drive<br>Lemont, IL 60439<br>(630) 742-7875<br><a href="#">christine.vanderbilt@firehousesubs.com</a>  | 1609 Illinois Route 50  | Bradley                     | IL 60914                      |
| <a href="#">ILLINOIS</a> | <a href="#">Shaker Subs Elite Burbank, Inc.</a><br>P: <a href="#">Omar Shaker</a><br><a href="#">8771 Sunshine Court</a><br><a href="#">Orland Park, IL 60462</a><br><a href="#">(708) 912-3174</a><br><a href="#">omar.shaker@firehousesubs.com</a>   | <a href="#">4823 W. 79<sup>th</sup> Street</a>                          | <a href="#">Burbank</a>     | <a href="#">IL 60459</a>      |
| ILLINOIS                 | Sola Fide, Inc.<br>P: Johannes Lin<br>6455 Tradition Drive<br>Brownsburg, IN 46112<br>(909) 418-9999<br><a href="#">johannes.lin@firehousesubs.com</a>   | 803 W. Anthony Drive #3-4   | Champaign                   | IL 61822                      |

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| ILLINOIS | <del>Forfar Foods, Inc.</del> Mazanek Restaurants, LLC<br>P: <del>Alan Forfar</del> Hannah Mazanek<br><del>2325 Carlow Drive</del><br>3919 Stone Hollow Lane<br><del>Darien, IL 60561</del> Edwardsville, IL 62025<br>( <del>630</del> ) 973-3748321) 704-3901<br><del>alan.forfar@firehousesubs.com</del> hannah.mazanek@firehousesubs.com | <del>209 W. Jackson Blvd.</del> 1095 Belt Line Road, Suite 100 | <del>Chicago</del> Collinsville | IL <del>60606</del> 62234     |
| ILLINOIS | Shaker Subs Elite, Inc.<br>P: Omar A. Shaker<br>8771 Sunshine Court<br>Orland Park, IL 60462<br>(708) 912-3174<br>omar.shaker@firehousesubs.com   | 9204 S. Western Avenue, Suite 2A.1                             | Evergreen Park                  | IL 60805                      |
| ILLINOIS | CNMSF, LLC<br>P: Maureen Selzler<br>153 Somerset Drive<br>Glen Carbon, IL 62034<br>(618) 567-2351<br>maureen.selzler@firehousesubs.com  | 5909 North Illinois St.  | Fairview Heights                | IL 62202                      |
| ILLINOIS | <del>Stuntoe</del> Steam 2 Please, LLC<br>P: <del>Scott Stoner</del> Larry Webb<br><del>2 Justin Drive</del><br><del>Columbia, IL 62236</del><br>959 Charrette Lane<br>Washington, MO 63090<br>( <del>937</del> ) 637-2958314) 402-0503<br><del>scott.stoner@firehousesubs.com</del> larry.webb@firehousesubs.com                           | 3214 Nameoki Road  | Granite City                    | IL 62040                      |
| ILLINOIS | T & D Restaurant Group, Inc.<br>P: Theresa M. Kulak<br>1823 Warwick Lane<br>Schaumburg, IL 60193<br>(847) 997-8818<br>theresa.kulak@firehousesubs.com   | 2510 N. Sutton Road  | Hoffman Estates                 | IL 60192                      |

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|---------------------|--|---|---------------------------|-------------------------------|
| ILLINOIS            | Vanderbilt's Firehouse, Inc.<br>P: Christine Vanderbilt<br>518 Keepataw Drive<br>Lemont, IL 60439<br>(630) 335-3684<br><a href="mailto:christine.vanderbilt@firehousesubs.com">christine.vanderbilt@firehousesubs.com</a>  | 1522 IL Route 59                        | Joliet                    | IL 60431                      |
| <del>ILLINOIS</del> | <del>Patel Family Investments, Inc.<br/>P: Biren Patel<br/>1 W Rand Rd.<br/>Mount Prospect, IL 60056<br/>(630) 728-1506<br/><a href="mailto:biren.patel@firehousesubs.com">biren.patel@firehousesubs.com</a></del>   | <del>1 West Rand Road<br/>Suite B</del> | <del>Mount Prospect</del> | <del>IL 60056</del>           |
| ILLINOIS            | PSB Enterprises, Inc.<br>P: Robert Kuhn<br>5816B Wolf Rd. Unit 1<br>Western Springs, IL 60558<br>(312) 415-2937<br><a href="mailto:robert.kuhn@firehousesubs.com">robert.kuhn@firehousesubs.com</a>  | 1979 McDowell Rd. #101                  | Naperville                | IL 60563                      |
| ILLINOIS            | <del>Magnabosco Enterprises - Firehouse of<br/>Oak Lawn, LLC<br/>P: Joseph Ronald Magnabosco, Jr Steven<br/>Enriquez<br/>8124 Deland Court<br/>934 Rolling Pass<br/>Tinley Park, IL 60477<br/>(708) 710-1749<br/><a href="mailto:ron.magnabosco@firehousesubs.com">ron.magnabosco@firehousesubs.com</a><br/><a href="mailto:steven.enriquez@firehousesubs.com">steven.enriquez@firehousesubs.com</a></del> | 11008 S. Cicero                         | Oak Lawn                  | IL 60453                      |
| ILLINOIS            | Vanderbilt's Firehouse, Inc.<br>P: Christine Vanderbilt<br>518 Keepataw Drive<br>Lemont, IL 60437<br>(630) 343-6263<br><a href="mailto:christine.vanderbilt@firehousesubs.com">christine.vanderbilt@firehousesubs.com</a>  | 15892 S. Lagrange Rd.                   | Orland Park               | IL 60462                      |
| ILLINOIS            | J&G Brothers, Inc.<br>P: Jeffrey Lehman<br>710 S. Main St.<br>Eureka, IL 61530<br>(309) 645-5742<br><a href="mailto:jeffrey.lehman@firehousesubs.com">jeffrey.lehman@firehousesubs.com</a>   | 4123 N. Sterling Ave.                   | Peoria                    | IL 61615                      |

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| ILLINOIS | Brush Truck 1, LLC.<br>P: Thomas Pearce<br>838 Evergreen Drive<br>Chatham, IL 62629<br>(217) 494-5906<br><a href="mailto:thomas.pearce@firehousesubs.com">thomas.pearce@firehousesubs.com</a>  | 4151 Wabash, Ste. A                                  | Springfield     | IL 62711                      |
| ILLINOIS | On Fire Hospitality, Inc.<br>P: Carmia Stanovich<br>356 Shenstone Road<br>Riverside, IL 60546<br>(708) 829-4075<br><a href="mailto:carmia.stanovich@firehousesubs.com">carmia.stanovich@firehousesubs.com</a>  | 3124 W. North Ave.                                   | Stone Park      | IL 60165                      |
| ILLINOIS | 667 Group, LLC<br>P: Steven Enriquez<br>934 Rolling Pass<br>Glenview, IL 60025<br>(847) 525-4715<br><a href="mailto:steven.enriquez@firehousesubs.com">steven.enriquez@firehousesubs.com</a>   | 325 N. Milwaukee Ave.                                | Vernon Hills    | IL 60061                      |
| ILLINOIS | <del>PSB Enterprises</del> <a href="#">Shaker Subs Elite Villa Park, Inc.</a><br>P: <del>Robert Kuhn</del> <a href="#">Omar Shaker</a><br><del>1568B Wolf Rd. Unit 1</del><br><a href="#">8771 Sunshine Court</a><br><del>Western Springs, IL 60558</del> <a href="#">Orland Park, IL 60462</a><br>( <del>312</del> ) <del>415-2937</del> (708) 912-3174<br><del>robert.kuhn@firehousesubs.com</del> <a href="#">omar.shaker@firehousesubs.com</a> | 100 E. Roosevelt <del>Rd.</del> <a href="#">Road</a> | Villa Park      | IL 60181                      |
| ILLINOIS | Sonia Sandwiches And More, Inc.<br>P: Yogesh Patel<br>285 Lorraine Circle<br>Bloomington, IL 60108<br>(847) 809-8514<br><a href="mailto:yogesh.patel@firehousesubs.com">yogesh.patel@firehousesubs.com</a>   | 298 W. North Avenue, Unit 2                          | Villa Park      | IL 60181                      |

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| ILLINOIS           | Vanerbilt's Firehouse, Inc.<br>P: Christine Vanderbilt<br>518 Keepataw Dr.<br>Lemont, IL 60439<br>(630) 742-7875<br><a href="mailto:christine.vanderbilt@firehousesubs.com">christine.vanderbilt@firehousesubs.com</a>   | 272 Danada Square West   | Wheaton               | IL 60189                      |
| INDIANA            | Smokin Subs, Inc.<br>P: Michael Johnson<br>10895 Ravelle Rd.<br>Clermont, IN 46234<br>(219) 742-1569<br><a href="mailto:mjohnson@firehousesubs.com">mjohnson@firehousesubs.com</a>   | 10726 E. US Hwy 36   | Avon                  | IN 46123                      |
| INDIANA            | Bigger Better Subs, Inc.<br>P: Michael Johnson<br>10895 Ravelle Rd.<br>Clermont, IN 46234<br>(219) 742-1569<br><a href="mailto:mjohnson@firehousesubs.com">mjohnson@firehousesubs.com</a>  | 124 E. Northfield <del>Dr.</del> <a href="#">Drive</a>         | Brownsburg            | IN 46112                      |
| INDIANA            | <del>DSI Food Services, LLC</del> <a href="#">Five and Two Investments, Inc.</a><br>P: <del>Daniel Irmischer</del> <a href="#">Amanda Shaver</a><br><del>3600 Eastbrooke</del> <a href="#">6131 Knight</a> Drive<br>Evansville, IN <del>47711</del> <a href="#">47715</a><br>( <del>904</del> ) <del>894</del> <del>4926</del> <a href="#">812</a> ) <del>760</del> - <a href="#">9225</a><br><del>dan.irmischer@firehousesubs.com</del><br><a href="mailto:amanda.shaver@firehousesubs.com">amanda.shaver@firehousesubs.com</a> | 1031 N. Green River <del>Rd.</del> <a href="#">Road</a> , #102 | Evansville            | IN 47711                      |
| <del>INDIANA</del> | <del>DSI Food Services, LLC.</del><br>P: <del>Daniel Irmischer</del><br><del>3600 Eastbrooke Drive</del><br>Evansville, IN <del>47711</del><br>( <del>904</del> ) <del>894</del> <del>4926</del><br><del>dan.irmischer@firehousesubs.com</del>   | <del>222 S. Red Bank Road Suite L</del>                        | <del>Evansville</del> | <del>IN 47712</del>           |

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| INDIANA | <del>SRQ Subs, LLC</del> <u>Z Restaurant Services Inc.</u><br>P: <del>Dean Cutshall</del> <u>Michael Harmon</u><br><del>P.O. Box 10868</del><br><u>19187 Outer Bank Road</u><br><del>Fort Wayne, IN 46854</del> <u>Noblesville, IN</u><br><u>46062</u><br><del>(260) 341-8869</del> <u>(317) 796-9979</u><br><del>dean.cutshall@firehousesubs.com</del><br><u>mharmon@firehousesubs.com</u>                       | 5215 Illinois <del>Red Road</del> , Suite 106 | Fort Wayne      | IN 46804                      |
| INDIANA | <del>FWA Subs, LLC</del> <u>Z Restaurant Services Inc.</u><br>P: <del>Dean Cutshall</del> <u>Michael Harmon</u><br><del>P.O. Box 10868</del><br><u>19187 Outer Bank Road</u><br><del>Fort Wayne, IN 46854</del> <u>Noblesville, IN</u><br><u>46062</u><br><del>(260) 341-8869</del> <u>(317) 796-9979</u><br><del>dean.cutshall@firehousesubs.com</del> <u>mharmon@firehousesubs.com</u>                          | 4423 Coldwater <del>Red Road</del>            | Fort Wayne      | IN 46825                      |
| INDIANA | <del>Gilliland Investments</del> <u>KPC Enterprises, LLC</u><br>P: <del>Andy Gilliland</del> <u>Ken Cain</u><br><del>2420 East Mill Steam Drive</del><br><u>810 Culpepper Court</u><br><del>Greenfield, IN 46140</del> <u>Indianapolis, IN</u><br><u>46227</u><br><del>(317) 509-4339</del> <u>695-2575</u><br><del>andy.gilliland@firehousesubs.com</del> <u>ken.cain@firehousesubs.com</u>                      | 1707 N. Morton <del>St. Street</del>          | Franklin        | IN 46131                      |
| INDIANA | <del>Gilliland Investments, LLC</del> <u>X Restaurant Services, Inc.</u><br>P: <del>Andrew Gilliland</del> <u>Michael Harmon</u><br><del>2420 East Mill Stream Drive</del><br><u>19187 Outer Bank Road</u><br><del>Greenfield, IN 46140</del> <u>Noblesville, IN</u><br><u>46062</u><br><del>(317) 509-4339</del> <u>796-9979</u><br><del>andy.gilliland@firehousesubs.com</del> <u>mharmon@firehousesubs.com</u> | 22 East McClarnon Drive                       | Greenfield      | IN 46140                      |

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| INDIANA | KPC Enterprises, LLC<br>P: Ken Cain<br>810 Culpepper Court<br>Indianapolis, IN 46227<br>(317) 695-2575<br><a href="mailto:ken.cain@firehousesubs.com">ken.cain@firehousesubs.com</a>  | 884 US 31 North   | Greenwood       | IN 46142                      |
| INDIANA | Sola Gratia, Inc.<br>P: Johannes Lin<br>6455 Tradition Drive<br>Brownsburg, IN 46112<br>(909) 418-9999<br><a href="mailto:johannes.lin@firehousesubs.com">johannes.lin@firehousesubs.com</a>  | 4576-4578 S. Emerson <del>Ave</del> <a href="#">Avenue</a>                  | Indianapolis    | IN 46203                      |
| INDIANA | Boiler Brothers, Inc.<br>P: Mark Adams<br><del>11620 Tucker Ct.</del><br><a href="#">3726 White Cliff Way</a><br><del>Indianapolis, IN 46229</del> <a href="#">Whitestown, IN 46075</a><br>(317) 517-7339<br><a href="mailto:madams@firehousesubs.com">madams@firehousesubs.com</a> | 3516 W 86 <sup>th</sup> <del>St.</del> <a href="#">Street</a>               | Indianapolis    | IN 46268                      |
| INDIANA | Bros & Hose, LLC<br>P: Maria-Emanuela Bretherick<br>2048 Whitetail Court<br>Avon, IN 46123<br>(540) 903-4861<br><a href="mailto:maria.bretherick@firehousesubs.com">maria.bretherick@firehousesubs.com</a>  | 5963 E. 82 <sup>nd</sup> <del>St.</del> <a href="#">Street</a>              | Indianapolis    | IN 46250                      |
| INDIANA | Smokin Subs, Inc.<br>P: Michael Johnson<br>10895 Ravelle Rd.<br>Clermont, IN 46234<br>(219) 742-1569<br><a href="mailto:mjohnson@firehousesubs.com">mjohnson@firehousesubs.com</a>  | 5841 Crawfordsville <del>Rd.</del> <a href="#">Road</a><br>Suites 104 & 105 | Indianapolis    | IN 46224                      |
| INDIANA | Y Restaurant Services, LLC<br>P: Michael Harmon<br>19187 Outer Bank Rd.<br>Noblesville, IN 46062<br>(317) 796-9979<br><a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>  | 170 S. Creasy Lane, Ste. 1720   | Lafayette       | IN 47905                      |



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| INDIANA | Mercury Project, Inc.<br>P: David Stanton<br>9006 East 173 <sup>rd</sup> Ave.<br>Hebron, IN 60439<br>(219) 613-4032<br><a href="mailto:david.stanton@firehousesubs.com">david.stanton@firehousesubs.com</a>  | 2627 E. 80 <sup>th</sup> Ave.                                 | Merrillville                           | IN 46431                             |
| INDIANA | <del>Gilliland Investments, LLC</del> <del>J.T. Williams, L.L.C.</del><br>P: <del>Andrew Gilliland</del> <del>Tammie Williams</del><br><del>2420 East Mill Stream Drive</del><br><del>Greenfield, IN 46140</del><br><del>4548 Lake Chapin Road</del><br><del>Berrien Springs, MI 49103</del><br><del>(317) 509-4339</del> <del>(269) 240-7901</del><br><del><a href="mailto:andy.gilliland@firehousesubs.com">andy.gilliland@firehousesubs.com</a></del> <del><a href="mailto:tammie.williams@firehousesubs.com">tammie.williams@firehousesubs.com</a></del> | <del>310 East McGalliard Dr.</del> <del>5716 Grape Road</del> | <del>Muncie</del> <del>Mishawaka</del> | IN <del>47303</del> <del>46545</del> |
| INDIANA | <del>Sonia Sandwiches and More</del> <del>Shaker Subs Elite Munster, Inc.</del><br>P: <del>Yogesh Patel</del> <del>Omar Shaker</del><br><del>285 Lorraine Circle</del><br><del>8771 Sunshine Court</del><br><del>Bloomington, IL 60108</del> <del>Orland Park, IL 60462</del><br><del>(847) 809-8514</del> <del>(708) 912-3174</del><br><del><a href="mailto:yogesh.patel@firehousesubs.com">yogesh.patel@firehousesubs.com</a></del> <del><a href="mailto:omar.shaker@firehousesubs.com">omar.shaker@firehousesubs.com</a></del>                            | 8153 Calumet Ave., D-1  | Munster                                | IN 46321                             |
| INDIANA | Y Restaurant Services, LLC<br>P: Michael Harmon<br>19187 Outer Bank Rd.<br>Noblesville, IN 46062<br>(317) 796-9979<br><a href="mailto:mharmon@firehousesubs.com">mharmon@firehousesubs.com</a>   | 17053 Mercantile Blvd.  | Noblesville                            | IN 46060                             |
| INDIANA | Bigger Better Subs, Inc.<br>P: Michael Johnson<br>10895 Ravelle Rd.<br>Clermont, IN 46234<br>(219) 742-1569<br><a href="mailto:mjohnson@firehousesubs.com">mjohnson@firehousesubs.com</a>  | 1850 East Main Street   | Plainfield                             | IN 46168                             |

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| INDIANA            | Emaden Restaurants, LLC<br>P: Robyn Walsworth<br>330 N. 450 E.<br>Valparaiso, IN 46383<br>(219) 405-5856<br><a href="mailto:robyn.walsworth@firehousesubs.com">robyn.walsworth@firehousesubs.com</a>                                   | 6536 US Hwy 6                         | Portage                 | IN 46368                      |
| <del>INDIANA</del> | <del>Sonia Sandwiches and More, Inc.<br/>P: Yogesh Patel<br/>285 Lorraine Circle<br/>Bloomington, IL 60108<br/>(847) 809-8514<br/><a href="mailto:yogesh.patel@firehousesubs.com">yogesh.patel@firehousesubs.com</a></del>             | <del>69 US Highway 41, Ste. 315</del> | <del>Schererville</del> | <del>IN 46375</del>           |
| INDIANA            | FIRECAP59, LLC<br>P: Jeffrey Walsworth<br>330 N 450 E<br>Valparaiso, IN 46383<br>(219) 405-5856<br><a href="mailto:jeff.walsworth@firehousesubs.com">jeff.walsworth@firehousesubs.com</a>  | 71 Silhavy Rd.                        | Valparaiso              | IN 46383                      |
| <del>IOWA</del>    | <del>LJK Two Holdings, Inc.<br/>P: Jeffrey Kelderman<br/>8805 Chambery Blvd., Suite 300-278<br/>Johnston, IA 50131<br/>(916) 740-5052<br/><a href="mailto:jeff.kelderman@firehousesubs.com">jeff.kelderman@firehousesubs.com</a></del> | <del>701 S. Duff Ave. Suite 110</del> | <del>Ames</del>         | <del>IA 50010</del>           |
| IOWA               | Glebry, Incorporated<br>P: Glenn Johnson<br>306 Rockvalley Lane NW<br>Cedar Rapids, IA 52405<br>(319) 721-8053<br><a href="mailto:glenn.johnson@firehousesubs.com">glenn.johnson@firehousesubs.com</a>                                 | 6406 University Ave., Ste. C          | Cedar Falls             | IA 50613                      |
| IOWA               | HeartlandSubs, Inc.<br>P: John Chadima<br>3480 Sunburst Ave.<br>Marion, IA 52302<br>(608) 224-9487<br><a href="mailto:john.chadima@firehousesubs.com">john.chadima@firehousesubs.com</a>   | 180 Collins Road, Suite E             | Cedar Rapids            | IA 52402                      |

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| IOWA            | Heartland Subs, <del>Ine.</del> <a href="#">2 LLC</a><br>P: John Chadima<br>3480 Sunburst Avenue<br>Marion, IA 52302<br>(608) 224-9487<br><a href="mailto:john.chadima@firehousesubs.com">john.chadima@firehousesubs.com</a>                              | 2460 Edgewood Road SW, Ste. 200                   | Cedar Rapids          | IA 52404                      |
| <del>IOWA</del> | <del>Westridge FH, LLC<br/>P: Lori L. High<br/>8805 Chambery Boulevard<br/>Suite 300-278<br/>Johnston, IA 50131<br/>(916) 740-5052<br/><a href="mailto:lori.high@firehousesubs.com">lori.high@firehousesubs.com</a></del>                                 | <del>10201 University Avenue, #A13</del>          | <del>Clive</del>      | <del>IA 50325</del>           |
| IOWA            | On A 3, LLC<br>P: Tom Davis<br>18431 Thayer St.<br>Bennington, NE 68007<br>(402) 650-8610<br><a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a>   | 3815 Metro Drive, Suite 200                       | Council Bluffs        | IA 51501                      |
| <del>IOWA</del> | <del>2708 Ingersoll Avenue, LLC<br/>P: Jeffrey Kelderman<br/>8805 Chambery Blvd., Suite 300-278<br/>Johnston, IA 50131<br/>(916) 740-5052<br/><a href="mailto:jeff.kelderman@firehousesubs.com">jeff.kelderman@firehousesubs.com</a></del>                | <del>2708 Ingersoll Ave. Suite A</del>            | <del>Des Moines</del> | <del>IA 50312</del>           |
| <del>IOWA</del> | <del>H&amp;L Food Enterprises, LLC<br/>P: Jeffrey Kelderman<br/>8805 Chambery Blvd., Suite 300-278<br/>Johnston, IA 50131<br/>(916) 740-5052<br/><a href="mailto:jeff.kelderman@firehousesubs.com">jeff.kelderman@firehousesubs.com</a></del>             | <del>3710 Merle Hay Rd.</del>                     | <del>Des Moines</del> | <del>IA 50310</del>           |
| IOWA            | Engelstad FHS Two, LLC<br>P: Eric Engelstad<br><del>7608 S. Erica Drive</del> <a href="#">6219 S. Badlands Court</a><br>Sioux Falls, SD 57108<br>(605) 880-0102<br><a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a> | 5008 Sergeant <del>Red</del> <a href="#">Road</a> | Sioux City            | IA 51106                      |

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| <del>IOWA</del> <u>KANSAS</u> | <del>460 S. 68<sup>TH</sup> STREET, LLC</del> <u>Incendio Enterprises, L.L.C.</u><br>P: <del>Jeff Kelderman</del> <u>Andrew Reece</u><br><del>9540 Ashler Lane</del><br><del>Johnston, IA 50131</del><br><u>2525 South Prescott Circle</u><br><u>Wichita, KS 67215</u><br><del>(916) 740-5052</del> <u>(316) 640-2443</u><br><del>jeff.kelderman@firehousesubs.com</del><br><u>andrew.reece@firehousesubs.com</u> | <del>460 S. 144<sup>TH</sup> E. 68<sup>TH</sup> Street</del> <u>30<sup>th</sup> Avenue, Suite A</u> | <del>West Des Moines</del> <u>Hutchinson</u> | <del>IA</del> <u>KS</u><br><del>50266</del> <u>67502</u> |
| KANSAS                        | ATQI Partners, LLC #1<br>P: Trevor Smith<br>4490 E. Magnolia Rd.<br>Salina, KS 67401<br>(913) 634-5260<br><u>trevor.smith@firehousesubs.com</u>   | 2000 W. 31 <sup>st</sup> Street, Suite A  | Lawrence                                     | KS 66046   |
| KANSAS                        | Ruffhouse, LLC<br>P: Christopher Ruff<br>12140 S. Roundtree Street.<br>Olathe, KS 66061<br>(816) 885-5943<br><u>cruff@firehousesubs.com</u>   | 15137 W 119 <sup>th</sup> <del>St.</del> <u>Street</u>  | Olathe                                       | KS 66062   |
| KANSAS                        | Girn Consolidated, LLC<br>P: Prabhjot Girn<br>15313 S. Gallery Street<br>Olathe, KS 66062<br>(913) 687-3266<br><u>prabhjot.girn@firehousesubs.com</u>   | 7521 W. 119 <sup>th</sup> <del>St.</del> <u>Street</u>  | Overland Park                                | KS 66213   |
| KANSAS                        | SR Heath, LLC<br>P: Robin Heath<br>20829 W 45 <sup>th</sup> Terrace<br>Shawnee, KS 66218<br>(913) 522-9416<br><u>robin.heath@fireshousesubs.com</u>   | 9113 Metcalf Avenue   | Overland Park                                | KS 66212   |

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| KANSAS                   | Hot Spots, Inc.<br>P: Steven Heath<br>20829 W 45 <sup>th</sup> Terrace<br>Shawnee, KS 66218<br>(913) 522-9416<br><a href="mailto:steve.heath@firehousesubs.com">steve.heath@firehousesubs.com</a>  | 6415 Quivira <del>Rd.</del> <a href="#">Road</a> | Shawnee                 | KS 66216                      |
| KANSAS                   | Incendio Enterprises, LLC<br>P: Andrew Reece<br>2525 South Prescott Circle<br>Wichita, KS 67215<br>(316) 640-2443<br><a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a>  | 8007 E Kellogg Drive #18                         | Wichita                 | KS 67207                      |
| KANSAS                   | Trocaire Enterprises, Inc.<br>P: Dana Todd<br>25 Beaver Creek Rd.<br>Goddard, KS 67052<br>(417) 861-1807<br><a href="mailto:dana.todd@firehousesubs.com">dana.todd@firehousesubs.com</a>   | 2755 N. Maize Rd., Suite 111                     | Wichita                 | KS 67203                      |
| KANSAS                   | Incendio Enterprises, LLC<br>P: Andrew Reece<br>2525 South Prescott Circle<br>Wichita, KS 67215<br>(316) 640-2443<br><a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a>  | 2413 N Greenwich Rd., Suite 103                  | Wichita                 | KS 67226                      |
| KANSAS                   | D&T Enterprises, LLC<br>P: Dana Todd<br>25 Beaver Creek Road<br>Goddard, KS 67052<br>(316) 841-5674<br><a href="mailto:dana.todd@firehousesubs.com">dana.todd@firehousesubs.com</a>  | 446 S. Ridge Road, Suite 200                     | Wichita                 | KS 67209                      |
| <a href="#">KENTUCKY</a> | <a href="#">Farley Restaurants, LLC</a><br>P: <a href="#">Daniel Farley</a><br><a href="#">P.O. Box 360</a><br><a href="#">Delbarton, WV 25670</a><br>(304) 946-5997<br><a href="mailto:daniel.farley@firehousesubs.com">daniel.farley@firehousesubs.com</a> | <a href="#">254 Russell Road</a>                 | <a href="#">Ashland</a> | <a href="#">KY 41101</a>      |

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| KENTUCKY | BooCoo Subs, LLC<br>P: Mickey McKeel<br>701 Osborne Drive<br>Columbia, TN 38401<br>(931) 215-0245<br><a href="mailto:mickev.mckeel@firehousesubs.com">mickev.mckeel@firehousesubs.com</a>  | 2300 Gary Farms Road   | Bowling Green                             | KY 42104                      |
| KENTUCKY | Farley Restaurants, LLC<br>P: Daniel Farley<br>P.O. Box 360<br>Delbarton, WV 25670<br>(304) 946-5997<br><a href="mailto:daniel.farley@firehousesubs.com">daniel.farley@firehousesubs.com</a>   | 254 Russell Road   | Ashland                                   | KY 41101                      |
| KENTUCKY | We're Steamed Superlative Subs, LLC<br>P: <del>Timothy Ford</del> Sarah Little<br><del>3547 Kellie</del> 107 Wood Lane<br><del>Melbourne, KY 41059</del> Hodgenville, KY<br>42748<br>(513) 403-6464 (936) 239-6883<br><a href="mailto:tim.ford@firehousesubs.com">tim.ford@firehousesubs.com</a> <a href="mailto:sarah.little@firehousesubs.com">sarah.little@firehousesubs.com</a>  | <del>2426 Baxter Avenue</del> 1570 N. Dixie<br>Highway Suite 106     | <del>Crescent Springs</del> Elizabethtown | KY <del>41017</del> 42701     |
| KENTUCKY | <del>E-Town, J, D &amp; N Subs Corporation, LLC</del><br>P: <del>Chaitali Patel</del> Paul Robben<br><del>151 Beeky McKinley Ave.</del><br><del>Mt. Washington, KY 40047</del><br>3897 Bear Lane<br>Cleves, OH 45002<br>(630) 550-6352 (513) 314-8023<br><a href="mailto:chaitali.patel@firehousesubs.com">chaitali.patel@firehousesubs.com</a> <a href="mailto:paul.robben@firehousesubs.com">paul.robben@firehousesubs.com</a> | <del>1570 N. Dixie Highway</del> 6805 Houston<br>Road, Suite 106 700 | <del>Elizabethtown</del> Florence         | KY <del>42701</del> 41042     |
| KENTUCKY | We're Steamed, LLC<br>P: Timothy Ford<br>3547 Kellie Ln.<br>Melbourne, KY 41059<br>(513) 403-6464<br><a href="mailto:tim.ford@firehousesubs.com">tim.ford@firehousesubs.com</a>  | <del>6805 Houston</del> 3065 North Bend Rd.                          | <del>Florence</del> Hebron                | KY <del>41042</del> 41048     |

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| KENTUCKY | We're Steamed, LLC<br>P: Timothy Ford<br>3547 Kellie Lane<br>Melbourne, KY 41059<br>(513) 403-6464<br><a href="mailto:tim.ford@firehousesubs.com">tim.ford@firehousesubs.com</a>  | 3065 North Bend Road                     | Hebron           | KY 41048                      |
| KENTUCKY | We're Steamed, LLC<br>P: Timothy Ford<br>3547 Kellie Ln.<br>Melbourne, KY 41059<br>(513) 403-6464<br><a href="mailto:tim.ford@firehousesubs.com">tim.ford@firehousesubs.com</a>   | 2790 Alexandria Pike                     | Highland Heights | KY 41076                      |
| KENTUCKY | Backdraft Subs on Richmond Road, LLC<br>P: Brandon Greene<br>3048 Majestic View Walk<br>Lexington, KY 40511<br>(859) 321-8401<br><a href="mailto:brandon.greene@firehousesubs.com">brandon.greene@firehousesubs.com</a> | 101 Sand Lake Drive, Suite 150           | Lexington        | KY 40509                      |
| KENTUCKY | Hotsubs, LLC<br>P: Bob Conochalla<br>1018 Forest Lake Drive<br>Lexington, KY 40515<br>(859) 509-2108<br><a href="mailto:bconochalla@firehousesubs.com">bconochalla@firehousesubs.com</a>                                | 535 S. Upper St., Ste. 175               | Lexington        | KY 40508                      |
| KENTUCKY | Backdraft Subs LLC<br>P: Brandon Greene<br>3048 Majestic View Walk<br>Lexington, KY 40511<br>(859) 321-8401<br><a href="mailto:brandon.greene@firehousesubs.com">brandon.greene@firehousesubs.com</a>                   | 1781 Sharkey Way                         | Lexington        | KY 40511                      |
| KENTUCKY | G&G Subs, LLC<br>P: George Scherzer<br>5306 Cross Creek Dr.<br>Crestwood, KY 40014<br>(502) 741-6679<br><a href="mailto:gscherzer@firehousesubs.com">gscherzer@firehousesubs.com</a>                                    | 215 South Hurstbourne Pkwy,<br>Suite 104 | Louisville       | KY 40222                      |

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| KENTUCKY | <del>Jenny's Deli</del><br>Vrisha, LLC Inc.<br>P: <del>Jeff Taylor</del><br>Rahul Lohar<br><del>3611 Gateview Circle</del><br>2205 High Pine Drive<br>Louisville, KY <del>40272</del> 40214<br>(502) <del>419-5747</del> 693-7401<br><del>jeff.taylor@firehousesubs.com</del><br>Rahul.lohar@firehousesubs.com | 4905 Outer Loop                  | Louisville      | KY 40219                      |
| KENTUCKY | G&G Subs, LLC<br>P: George Scherzer<br>5306 Cross Creek Dr.<br>Crestwood, KY 40014<br>(502) 741-6679<br>gscherzer@firehousesubs.com  | 13301 Shelbyville Rd., Suite 104 | Louisville      | KY 40223                      |
| KENTUCKY | TM Incorporated<br>P: Donald Roe<br><del>304 Bennett Drive</del><br>328 Bernie Trail<br>Nicholasville, KY 40356<br>(859) 940-5142<br>donald.roe@firehousesubs.com  | 455 Keene Centre Drive           | Nicholasville   | KY 40356                      |
| KENTUCKY | BooCoo Subs, LLC<br>P: Mickey McKeel<br>701 Osborne Drive<br>Columbia, TN 38401<br>(913) 215-0245<br>mickey.mckeel@firehousesubs.com   | 5150 Frederica Street            | Owensboro       | KY 42301                      |
| KENTUCKY | SNK, LLC<br>P: Amit Nathu<br>2184 US Hwy 62<br>Gilbertsville, KY 42044<br>(330) 705-1684<br>amit.nathu@firehousesubs.com   | 5194 Hinkleville Rd. Suite 107   | Paducah         | KY 42001                      |
| KENTUCKY | DSR Hospitality, LLC<br>P: Donald Roe<br><del>1146 Hustonville Road</del><br>328 Bernie Trail<br><del>Danville, KY</del> Nicholasville, KY 40356<br>(859) 940-5142<br>donald.roe@firehousesubs.com   | 1146 Barnes Mill Rd. Suite 200   | Richmond        | KY 40475                      |



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| KENTUCKY  | DSR Hospitality, LLC<br>P: Donald Roe<br><del>1146 Hustonville Road</del><br><a href="#">328 Bernie Trail</a><br><del>Danville, KY</del> <a href="#">Nicholasville, KY 40356</a><br>(859) 940-5142<br><a href="mailto:donald.roe@firehousesubs.com">donald.roe@firehousesubs.com</a>   | 525 South US Highway 27  | Somerset                                      | KY 42501                                  |
| LOUISIANA | Red Stick Subs, LLC<br>P: Patrick Lee<br><del>41038 Rockwell Place</del><br><a href="#">1322 Lee Drive</a><br><del>Hammond, LA 70403</del> <a href="#">Baton Rouge, LA 70808</a><br>(985) 974-8831<br><a href="mailto:patrick.lee@firehousesubs.com">patrick.lee@firehousesubs.com</a>   | 5140 Corporate Blvd.   | Baton Rouge                                   | LA 70808                                  |
| LOUISIANA | Red Stick Subs, LLC<br>P: Patrick Lee<br>1322 Lee Drive<br>Baton Rouge, LA 70808<br>(985) 974-8831<br><a href="mailto:patrick.lee@firehousesubs.com">patrick.lee@firehousesubs.com</a>   | 6555 Siegen Lane, Suite 9  | Baton Rouge                                   | LA 70809                                  |
| LOUISIANA | Fire Marshall's, LLC<br>P: Greg Burke<br>7230 Youree Dr., Ste. 113<br>Shreveport, LA 71105<br>(318) 458-4985<br><a href="mailto:gburke@firehousesubs.com">gburke@firehousesubs.com</a>   | 3011 Airline Drive   | Bossier City                                  | LA 71111                                  |
| LOUISIANA | <del>AMDG Holdings, Inc.</del> <a href="#">Hub City Subs, LLC</a><br>P: <del>Gayla P. Meilleur</del> <a href="#">Terry Castille</a><br><del>916 French Street</del><br><a href="#">102 Nestling Cove</a><br><del>New Orleans, LA 70124</del> <a href="#">Carencro, LA 70520</a><br>( <del>504</del> ) <del>343-9674</del> <a href="#">337</a> ) <a href="#">344-2384</a><br><a href="mailto:gayla.meilleur@firehousesubs.com">gayla.meilleur@firehousesubs.com</a><br><a href="mailto:terry.castille@firehousesubs.com">terry.castille@firehousesubs.com</a> | <del>6021 Pinnacle Parkway</del> <a href="#">3900 NE Evangeline Thruway</a><br><a href="#">Suite 103</a> | <del>Covington</del> <a href="#">Carencro</a> | LA <del>70433</del> <a href="#">70520</a> |

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| LOUISIANA        | Red Stick Subs, LLC<br>P: Patrick Lee<br><del>41038 Rockwell Place</del><br><del>1322 Lee Drive</del><br><del>Hammond, LA 70403</del> <u>Baton Rouge, LA 70808</u><br>(985) 974-8831<br><a href="mailto:patrick.lee@firehousesubs.com">patrick.lee@firehousesubs.com</a>           | 121 Bass Pro Blvd.                        | Denham Springs  | LA 70726                      |
| LOUISIANA        | DAT Management Group, LLC<br>P: Adam Ratliff<br><del>104 Haig Point</del><br><del>438 Main Street, #101</del><br><del>LaPlace, LA 70068</del> <u>Baton Rouge, LA 70801</u><br>(504) 417-5756<br><a href="mailto:adam.ratliff@firehousesubs.com">adam.ratliff@firehousesubs.com</a> | 2706 S. Cabela's Parkway, Suite 130       | Gonzales        | LA 70737                      |
| LOUISIANA        | Nasz Remiza, LLC<br>P: Shawn McWaters<br>18324 Easterbrook Rd.<br>Ponchatoula, LA 70454<br>(985) 662-9183<br><a href="mailto:smcwaters@firehousesubs.com">smcwaters@firehousesubs.com</a>  | 1750 W. Thomas, Suite A                   | Hammond         | LA 70401                      |
| LOUISIANA        | Louisiana Steam, LLC<br>P: Tommy Morvant<br>1826 Martin Luther King Blvd. Ste. 1<br>Houma, LA 70360<br>(985) 856-4630<br><a href="mailto:tommy.morvant@firehousesubs.com">tommy.morvant@firehousesubs.com</a>  | 1826 Martin Luther King Blvd.,<br>Suite 1 | Houma           | LA 70360                      |
| LOUISIANA        | 3C Subs, LLC<br>P: Terry Castille<br>102 Nestling Cove<br>Carenco, LA 70520<br>(337) 344-2384<br><a href="mailto:terry.castille@firehousesubs.com">terry.castille@firehousesubs.com</a>  | 104 E. Kaliste Saloom Rd.,<br>Suite 109   | Lafayette       | LA 70506                      |
| <u>LOUISIANA</u> | <u>Juni Restaurant Group, LLC</u><br>P: Jagrut Desai<br><u>2716 N. Macarthur Drive</u><br><u>Alexandria, LA 71303</u><br><u>(318) 308-0297</u><br><u><a href="mailto:jagrut.desai@firehousesubs.com">jagrut.desai@firehousesubs.com</a></u>  | <u>3814 Veterans Boulevard, Suite B</u>   | <u>Metairie</u> | <u>LA 70002</u>               |

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| LOUISIANA             | Fire Marshall's, LLC<br>P: Greg Burke<br>7230 Youree Dr., Ste 113<br>Shreveport, LA 71105<br>(318) 798-6547<br><a href="mailto:gburke@firehousesubs.com">gburke@firehousesubs.com</a>   | 7230 Youree Dr., Ste. 113         | Shreveport             | LA 71105                      |
| LOUISIANA             | AMDG Holdings, Inc.<br>P: Gayla P. Meilleur<br>916 French Street<br>New Orleans, LA 70124<br>(504) 343-9674<br><a href="mailto:gayla.meilleur@firehousesubs.com">gayla.meilleur@firehousesubs.com</a>   | 1521 Gause Blvd.                  | Slidell                | LA 70458                      |
| LOUISIANA             | Louisiana Steam, LLC<br>P: Tommy Morvant<br>1826 Martin Luther King Blvd.<br>Suite 1<br>Houma, LA 70360<br>(985) 856-4630<br><a href="mailto:tommv.morvant@firehousesubs.com">tommv.morvant@firehousesubs.com</a>   | 402 N. Canal Blvd., Suite D       | Thibodaux              | LA 70301                      |
| <a href="#">MAINE</a> | <a href="#">S &amp; L Auburn LLC</a><br><a href="#">P: Coleman Sheffield, Jr.</a><br><a href="#">6 Blethen Street</a><br><a href="#">Lisbon Falls, ME 04252</a><br><a href="#">(207) 751-8953</a><br><a href="mailto:coleman.sheffield@firehousesubs.com">coleman.sheffield@firehousesubs.com</a> | <a href="#">410 Center Street</a> | <a href="#">Auburn</a> | <a href="#">ME 04210</a>      |
| MAINE                 | MMK Family Investments, Inc.<br>P: Michael Koman<br>9 Chester Avenue<br>Falmouth, ME 04105<br>(803) 466-6383<br><a href="mailto:michael.koman@firehousesubs.com">michael.koman@firehousesubs.com</a>  | 580 Alfred Street                 | Biddeford              | ME 04005                      |
| MAINE                 | S & L Enterprises, Inc.<br>P: Coleman Sheffield<br>6 Blethen Street<br>Lisbon Falls, ME 04252<br>(251) 610-5869<br><a href="mailto:coleman.sheffield@firehousesubs.com">coleman.sheffield@firehousesubs.com</a>   | 56 Topsham Fair Mall Rd.          | Topsham                | ME 04086                      |

| STATE           | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS              | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
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| MAINE           | S&L Waterville, LLC<br>P: Coleman Sheffield<br>6 Blethen Street<br>Lisbon Falls, ME 04252<br>(207) 751-8953<br><a href="mailto:coleman.sheffield@firehousesubs.com">coleman.sheffield@firehousesubs.com</a>                                      | 8 Waterville Commons Drive             | Waterville      | ME 04901                      |
| MARYLAND        | J & L Management, LLC<br>P: Justin Stephens<br>64 Regatta Bay Court #411<br>Annapolis, MD 21401<br>(850) 519-7982<br><a href="mailto:justin.stephens@firehousesubs.com">justin.stephens@firehousesubs.com</a>                                    | 2317C Forest Drive                     | Annapolis       | MD 21401                      |
| <u>MARYLAND</u> | <u>E Cubed, LLC</u><br><u>P: Timothy Padilla</u><br><u>7804 Muncaster Mill Road</u><br><u>Gaithersburg, MD 20877</u><br><u>(240) 643-9523</u><br><u><a href="mailto:timothy.padilla@firehousesubs.com">timothy.padilla@firehousesubs.com</a></u> | <u>615 Baltimore Pike</u>              | <u>Bel Air</u>  | <u>MD 21014</u>               |
| <u>MARYLAND</u> | <u>D &amp; D St. Mary's, LLC</u><br><u>P: Darrin Atlas</u><br><u>22120 Bell Farm Way</u><br><u>Leonardtown, MD 20650</u><br><u>(240) 298-7021</u><br><u><a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a></u>   | <u>15475 Annapolis Road, Suite 170</u> | <u>Bowie</u>    | <u>MD 20715</u>               |
| MARYLAND        | Spotted Heroes, Inc.<br>P: Gregg Kaczor<br>206 White Ferry Ct.<br>Walkersville, MD 21793<br>(301) 639-5456<br><a href="mailto:gkaczor@firehousesubs.com">gkaczor@firehousesubs.com</a>   | 5100 Buckeystown Pike, Ste. 194        | Frederick       | MD 21704                      |
| MARYLAND        | The Rugged Group, LLC<br>P: Ronald Pivarnik<br>1104 McHenry Dr.<br>Glen Burnie, MD 21061<br>(410) 703-1541<br><a href="mailto:ronald.pivarnik@firehousesubs.com">ronald.pivarnik@firehousesubs.com</a>   | 1700 Kingfisher Dr.                    | Frederick       | MD 21701                      |

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| MARYLAND                 | Stephens Management, LLC<br>P: Justin Stephens<br>64 Regatta Bay Court #411<br>Annapolis, MD 21401<br>(850) 519-7982<br><a href="mailto:justin.stephens@firehousesubs.com">justin.stephens@firehousesubs.com</a>   | 2622 Brandermill Blvd.                   | Gambrills              | MD 21054                      |
| MARYLAND                 | Metropolitan Subs, Inc.<br>P: Najeeb Aslam<br>1304 Travis View Ct.<br>Gaithersburg, MD 20879<br>(703) 338-4697<br><a href="mailto:najeeb.aslam@firehousesubs.com">najeeb.aslam@firehousesubs.com</a>   | 19851 Century Blvd.                      | Germantown             | MD 20874                      |
| MARYLAND                 | JZ Restaurant Group, Inc.<br>P: Farooq Zahid<br>2641 Didelphis Drive<br>Odenton, MD 21113<br>(443) 831-5547<br><a href="mailto:farooq.zahid@firehousesubs.com">farooq.zahid@firehousesubs.com</a>  | 9301 Woodmore Center Drive<br>Suite 513  | Lanham                 | MD 20706                      |
| <a href="#">MARYLAND</a> | <a href="#">C&amp;N Ventures, LLC</a><br><a href="#">P: Antoinette Ejikeme</a><br><a href="#">14916 Running Horse Place</a><br><a href="#">Bowie, MD 20715</a><br><a href="#">(301) 332-9599</a><br><a href="mailto:antoinette.ejikeme@firehousesubs.com">antoinette.ejikeme@firehousesubs.com</a> | <a href="#">901 Washington Boulevard</a> | <a href="#">Laurel</a> | <a href="#">MD 20707</a>      |
| MARYLAND                 | D & D St. Mary's, LLC<br>P: Darrin Atlas<br>22120 Bell Farm Way<br>Leonardtown, MD 20650<br>(240) 298-7021<br><a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>   | 22755 Maple Rd.                          | Lexington Park         | MD 20653                      |
| MARYLAND                 | AMoledina, Inc.<br>P: Ayaz Moledina<br>3863 Beatty Rd.<br>Monkton, MD 21111<br>(443) 875-6020<br><a href="mailto:ayaz.moledina@firehousesubs.com">ayaz.moledina@firehousesubs.com</a>  | 10359 Reisterstown Rd.                   | Owings Mills           | MD 21117                      |

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| MARYLAND            | D&D St. Mary's, LLC<br>P: Darrin Atlas<br>22120 Bell Farm Way<br>Leonardtown, MD 20650<br>(240) 298-7021<br><a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>   | 641 Solomon's Island Road, Unit 18 | Prince Frederick    | MD 20678                      |
| <u>MARYLAND</u>     | <u>Steaming Hot, LLC</u><br><u>P: Ronald Pivarnik</u><br><u>1104 McHenry Drive</u><br><u>Glen Burnie, MD 21061</u><br><u>(410) 703-1541</u><br><u><a href="mailto:ronald.pivarnik@firehousesubs.com">ronald.pivarnik@firehousesubs.com</a></u>     | <u>574 Ritchie Highway</u>         | <u>Saverna Park</u> | <u>MD 21146</u>               |
| MARYLAND            | AMoledina, Inc.<br>P: Ayaz Moledina<br>3863 Beatty Rd.<br>Monkton, MD 21111<br>(443) 875-06020<br><a href="mailto:ayaz.moledina@firehousesubs.com">ayaz.moledina@firehousesubs.com</a>   | 2080 York Rd. Suite 145            | Timonium            | MD 21093                      |
| MARYLAND            | D & D Waldorf, LLC<br>P: Darrin Atlas<br>22120 Bell Farm Way<br>Leonardtown, MD 20650<br>(240) 298-7021<br><a href="mailto:darrin.atlas@firehousesubs.com">darrin.atlas@firehousesubs.com</a>  | 2875 Crain Highway                 | Waldorf             | MD 20601                      |
| MARYLAND            | JCD Holdings, LLC<br>P: Dexter White<br>622 Church Road<br>Reisterstown, MD 21136<br>(410) 504-3002<br><a href="mailto:dexter.white@firehousesubs.com">dexter.white@firehousesubs.com</a>  | 625 Baltimore Blvd., Ste. R        | Westminster         | MD 21157                      |
| <u>MASSACHUETTS</u> | <u>Ribeiro Family Group, Inc.</u><br><u>P: Brian Ribeiro</u><br><u>27 Hitching Post Road</u><br><u>Lakeville, MA 02347</u><br><u>(508) 889-4663</u><br><u><a href="mailto:brian.ribeiro@firehousesubs.com">brian.ribeiro@firehousesubs.com</a></u> | <u>5 Franklin Village Drive</u>    | <u>Franklin</u>     | <u>MA 02038</u>               |

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| MASSACHUSETTS | Cousins Training Store, LLC<br>P: <del>David Tucci</del> <a href="mailto:Robert.Baldacci@firehousesubs.com">Robert Baldacci</a><br><del>317 Tuttle Rd.</del><br><a href="mailto:One.Monument.Square@firehousesubs.com">One Monument Square</a><br><del>Cumberland, ME 04021</del> <a href="mailto:Portland.ME.04101@firehousesubs.com">Portland, ME 04101</a><br>(207) <del>252-3495</del> <a href="tel:756-2063">756-2063</a><br><del>david.tucci@firehousesubs.com</del> <a href="mailto:robert.baldacci@firehousesubs.com">robert.baldacci@firehousesubs.com</a> | 35 Independence Way #6    | Danvers         | MA 01923                      |
| MASSACHUETTS  | Ribeiro Family Group, Inc.<br>P: Brian Ribeiro<br>27 Hitching Post Road<br>Lakeville, MA 02347<br>(508) 889-4663<br><a href="mailto:brian.ribeiro@firehousesubs.com">brian.ribeiro@firehousesubs.com</a>  | 5 Franklin Village Drive  | Franklin        | MA 02038                      |
| MASSACHUSETTS | Great Saves Concepts #30, LLC<br>P: T. Wells Aitken<br>2 Black Horse Terr.<br>Winchester, MA 01890<br>(978) 697-6696<br><a href="mailto:wells.aitken@firehousesubs.com">wells.aitken@firehousesubs.com</a>  | 103 Commerce Way, Ste. C1 | Woburn          | MA 01801                      |
| MICHIGAN      | Watson Restaurant Group, LLC<br>P: David Watson<br>28557 Woodward Ave<br>Berkley, MI 48072<br>(313) 303-5178<br><a href="mailto:david.watson@firehousesubs.com">david.watson@firehousesubs.com</a>  | 28557 Woodward            | Berkley         | MI 48072                      |
| MICHIGAN      | Nozzle 57, LLC<br>P: John Kupiec<br>9221 Creek wood Lake Trail<br>Grand Blanc, MI 48439<br>(810) 240-0443<br><a href="mailto:john.kupiec@firehousesubs.com">john.kupiec@firehousesubs.com</a>   | 101 Brookside Lane        | Brighton        | MI 48116                      |
| MICHIGAN      | Single Bach, LLC<br>P: Joe Gorbach<br>1842 Antisdale Drive<br>Norton Shores, MI 49441<br>(231) 750-3772<br><a href="mailto:joe.gorbach@firehousesubs.com">joe.gorbach@firehousesubs.com</a>   | 3850 Alpine Ave., Suite B | Comstock Park   | MI 49321                      |

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|--------------------------|---|---|---------------------------|-------------------------------|
| MICHIGAN                 | Midtown Marketing, LLC<br>P: Joshua Griessel<br>6645 24 Mile Road<br>Shelby Township, MI 48316<br>(586) 557-0374<br><a href="mailto:joshua.griessel@firehousesubs.com">joshua.griessel@firehousesubs.com</a>  | 4501 Woodward Ave., <del>Ste.</del> <a href="#">Suite</a> 103   | Detroit                   | MI 48201                      |
| MICHIGAN                 | MotorCity Diners, LLC<br>P: Neal Porter<br>1082 Key West Court<br>Lake Orion, MI 48360<br>(248) 343-3648<br><a href="mailto:neal.porter@firehousesubs.com">neal.porter@firehousesubs.com</a>  | 11501 S. Saginaw St., Suite B                                   | Grand Blanc               | MI 48439                      |
| MICHIGAN                 | RMS Management, LLC<br>P: Roger Riggs<br>9521 Lake Gerald Ave.<br>Sparta, MI 49345<br>(616) 813-9950<br><a href="mailto:roger.riggs@firehousesubs.com">roger.riggs@firehousesubs.com</a>  | 2090 Celebration Dr., <del>Ste.</del> <a href="#">Suite</a> 124 | Grand Rapids              | MI 49525                      |
| MICHIGAN                 | R3M, LLC<br>P: Michael Riggs<br>5621 Pine Island Drive<br>Comstock Park, MI 49321<br>(616) 288-3285<br><a href="mailto:michael.riggs@firehousesubs.com">michael.riggs@firehousesubs.com</a>   | 5557 28th St., SE, Suite A                                      | Grand Rapids              | MI 49512                      |
| MICHIGAN                 | Single Bach, LLC<br>P: Joe Gorbach<br>1842 Antisdale Road<br>Muskegon, MI 49441<br>(231) 750-3772<br><a href="mailto:joe.gorbach@firehousesubs.com">joe.gorbach@firehousesubs.com</a>   | 90 Douglas Avenue   | Holland                   | MI 49424                      |
| <a href="#">MICHIGAN</a> | <a href="#">JRGR, LLC</a><br><a href="#">P: Susan Cornish</a><br><a href="#">39560 72<sup>nd</sup> Ave</a><br><a href="#">Decatur, MI 49045</a><br><a href="#">(269) 501-5305</a><br><a href="mailto:susan.cornish@firehousesubs.com">susan.cornish@firehousesubs.com</a> | <a href="#">1750 S. Drake Road, Suite A</a>                     | <a href="#">Kalamazoo</a> | <a href="#">MI 49006</a>      |



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| MICHIGAN | MotorCity Diners, LLC<br>P: Neal Porter<br>1082 Key West Court<br>Lake Orion, MI 48360<br>(248) 343-3648<br><a href="mailto:neal.porter@firehousesubs.com">neal.porter@firehousesubs.com</a>  | 1085 S. Lapeer Road                                      | Lake Orion      | MI 48360                      |
| MICHIGAN | Loud Sirens, Inc.<br>P: Sam Shango<br>801 South U.S. 27<br>St. Johns, MI 48879<br>(517) 803-0922<br><a href="mailto:sam.shango@firehousesubs.com">sam.shango@firehousesubs.com</a>  | 200 S. Washington <del>St.</del> <a href="#">Street</a>  | Lansing         | MI 48933                      |
| MICHIGAN | K&S Hoffman Brothers, LLC<br>P: Sean Hoffman<br><del>4076 N. Waldo Road</del><br><a href="#">5712 Lantern Lane</a><br>Midland, MI 48642<br>(989) 600-8379<br><a href="mailto:sean.hoffman@firehousesubs.com">sean.hoffman@firehousesubs.com</a> | 7215 Eastman <del>Ave.</del> <a href="#">Avenue</a>      | Midland         | MI 48642                      |
| MICHIGAN | O'Hara Capital Management, LLC<br>P: William O'Hara<br>1863 Ridgewood Cir.<br>Saline, MI 48176<br>(734) 320-4281<br><a href="mailto:will.ohara@firehousesubs.com">will.ohara@firehousesubs.com</a>  | 1729 South Mission <del>St.</del> <a href="#">Square</a> | Mt. Pleasant    | MI 48858                      |
| MICHIGAN | Single Bach, LLC<br>P: Joe Gorbach<br>1842 Antisdale Drive<br>Norton Shores, MI 49441<br>(231) 750-3772<br><a href="mailto:joe.gorbach@firehousesubs.com">joe.gorbach@firehousesubs.com</a>   | 3194 Henry <del>St.</del> <a href="#">Street</a>         | Muskegon        | MI 49441                      |

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| MICHIGAN            | Great Lakes Brigade, <del>Nozzle 57</del> , LLC<br>P: <del>Bill Costello</del> , <del>John Kupiec</del><br><del>21623 East 9 Mile Road</del><br><del>9221 Creekwood Lake Trail</del><br><del>St. Clair Shores, MI 48080</del> <del>Grand Blanc, MI 48439</del><br>( <del>248</del> ) <del>459-8363</del> ( <del>810</del> ) 240-0443<br><del>bill.costello@firehousesubs.com</del><br><del>john.kupiec@firehousesubs.com</del> | <del>20570 Haggerty Road</del> <del>48955 Grand River Avenue</del><br><del>Suite 100</del> | <del>Northville Township</del> <del>Novi</del> | MI <del>48167</del> <del>48374</del> |
| MICHIGAN            | Code 7, LLC<br>P: Bradley Wilson<br>43638 Arlington Dr.<br>Canton, MI 48187<br>(734) 277-7073<br><a href="mailto:brad.wilson@firehousesubs.com">brad.wilson@firehousesubs.com</a>  | 41608 Ann Arbor <del>Rd.</del> <del>Road</del>   | Plymouth                                       | MI 48170                             |
| MICHIGAN            | T & B Marketing, LLC<br>P: Joshua Griessel<br>6645 24 Mile Road<br>Shelby Township, MI 48316<br>(586) 557-0374<br><a href="mailto:ioshua.griessel@firehousesubs.com">ioshua.griessel@firehousesubs.com</a>   | 1480 N. Rochester <del>Rd.</del> <del>Road</del>   | Rochester Hills                                | MI 48307                             |
| <del>MICHIGAN</del> | <del>Watson Restaurant Group, LLC</del><br><del>P: David Watson</del><br><del>28557 Woodward Ave</del><br><del>Berkley, MI 48072</del><br><del>(313) 303-5178</del><br><del>david.watson@firehousesubs.com</del>   | <del>3044 S. Rochester Rd.</del>   | <del>Rochester Hills</del>                     | <del>MI 48307</del>                  |
| MICHIGAN            | Golden Processing Innovations, LLC<br>P: Terrence Golden<br>15530 Windmill Pointe<br>Grosse Pointe, MI 48230<br>(313) 919-5880<br><a href="mailto:terrence.golden@firehousesubs.com">terrence.golden@firehousesubs.com</a>   | 27115 Gratiot  | Roseville                                      | MI 48066                             |
| MICHIGAN            | K & S Hoffman Brothers, LLC<br>P: Sean Hoffman<br><del>4076 N. Waldo Road</del><br><del>5712 Lantern Lane</del><br>Midland, MI 48642<br>(989) 631-3800<br><a href="mailto:sean.hoffman@firehousesubs.com">sean.hoffman@firehousesubs.com</a>   | 5208 Bay Road  | Saginaw  | MI 48604                             |

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| MICHIGAN | Watson Restaurant Group, LLC<br>P: Daniel Watson<br>28557 Woodward Avenue<br>Berkley, MI 48071<br>(313) 303-5178<br><a href="mailto:david.watson@firehousesubs.com">david.watson@firehousesubs.com</a>                   | 29950 Telegraph Road                              | Southfield       | MI 48034                      |
| MICHIGAN | J & T Marketing, LLC<br>P: Joshua Griessel<br>6645 24 Mile Road<br>Shelby Township, MI 48316<br>(586) 557-0374<br><a href="mailto:joshua.griessel@firehousesubs.com">joshua.griessel@firehousesubs.com</a>               | 36696 Van Dyke Avenue                             | Sterling Heights | MI 48312                      |
| MICHIGAN | Northern Foods, LLC<br>P: Brian Mayer<br>14528 Macintosh Ct.<br>Sterling Heights, MI 48313<br>(586) 873-8933<br><a href="mailto:brian.mayer@firehousesubs.com">brian.mayer@firehousesubs.com</a>                         | 15064 Hall <del>Rd.</del> <a href="#">Road</a>    | Sterling Heights | MI 48313                      |
| MICHIGAN | T & B Marketing, LLC<br>P: Joshua Griessel<br>6645 24 Mile Road<br>Shelby Township, MI 48316<br>(586) 557-0374<br><a href="mailto:joshua.griessel@firehousesubs.com">joshua.griessel@firehousesubs.com</a>               | 28508 Dequindre Road                              | Warren           | MI 48092                      |
| MICHIGAN | Karadolian Holdings, Inc.<br>P: Sevag Karadolian<br>2776 Hunter Heights Dr.<br>West Bloomfield, MI 48324<br>(249) 925-6592<br><a href="mailto:sevag.karadolian@firehousesubs.com">sevag.karadolian@firehousesubs.com</a> | 5832 Highland <del>Rd.</del> <a href="#">Road</a> | Waterford        | MI 48327                      |
| MICHIGAN | JMNL Enterprises, LLC<br>P: Joseph Tringali<br>25899 Dreschfield Ave.<br>Grosse Ile, MI 48138<br>(734) 558-7400<br><a href="mailto:joe.tringali@firehousesubs.com">joe.tringali@firehousesubs.com</a>                    | 19265 West <del>Rd.</del> <a href="#">Road</a>    | Woodhaven        | MI 48183                      |

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| MINNESOTA | Cornerstone Distributing, LLC<br>P: Doug Whorton<br>16815 Interlachen Boulevard<br>Lakeville, MN 55044<br>(907) 347-4759<br><a href="mailto:doug.whorton@firehousesubs.com">doug.whorton@firehousesubs.com</a>  | 10700 France Avenue S., Ste. 116      | Bloomington-    | MN 55437                      |
| MINNESOTA | KF Food, LLC<br>P: Jamshid Fehrest<br>9041 Forestview Lane<br>Maple Grove, MN 55369<br>(763) 381-9173<br><a href="mailto:jamshid.fehrest@firehousesubs.com">jamshid.fehrest@firehousesubs.com</a>   | 11649 Fountains Drive, Suite A-3      | Maple Grove     | MN 55369                      |
| MINNESOTA | RH Business Ventures, Inc.<br>P: Ronald Harris<br>4747 Fremont Ave N.<br>Minneapolis, MN 55430<br>(847) 863-1414<br><a href="mailto:ron.harris@firehousesubs.com">ron.harris@firehousesubs.com</a>  | 2303 White Bear Ave. Suite G          | Maplewood       | MN 55109                      |
| MINNESOTA | EHL, LLC<br>P: Roger Sitzmann<br>8501 Carriage Hill Road<br>Savage, MN 55378<br>(712) 540-1549<br><a href="mailto:roger.sitzmann@firehousesubs.com">roger.sitzmann@firehousesubs.com</a>  | 2855 Glacier Ln, Lane, Ste, Suite 400 | Plymouth        | MN 55447                      |
| MINNESOTA | JCSB, LLC<br>P: Roger Sitzmann<br>8501 Carriage Hill Rd.<br>Savage, MN 55378<br>(712) 540-1549<br><a href="mailto:roger.sitzmann@firehousesubs.com">roger.sitzmann@firehousesubs.com</a>  | 6535 Lyndale Ave. South               | Richfield       | MN 55423                      |
| MINNESOTA | <del>Fehu Ventures, Inc</del> L.A.L.L.C.<br>P: <del>Hubert Humphrey</del> Roger Sitzmann<br><del>3770 Rosewood Lane North</del><br><del>1078 Overlook Drive</del><br><del>Plymouth, MN 55441</del> Chaska, MN 55318<br>(612) 889-6515 (712) 540-1549<br><del>hubert.humphrey@firehousesubs.com</del> <a href="mailto:roger.sitzmann@firehousesubs.com">roger.sitzmann@firehousesubs.com</a> | 2111 Snelling Ave. North, Suite B     | Roseville       | MN 55113                      |

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| MINNESOTA                   | RBD, Inc.<br>P: David Konshok<br><del>201 1<sup>st</sup> Street E, Suite 4</del><br><a href="#">502 Park Avenue North</a><br>Park Rapids, MN 56470<br>(218) 252-1712<br><a href="mailto:david.konshok@firehousesubs.com">david.konshok@firehousesubs.com</a>                              | 335 5 <sup>th</sup> Avenue South, Suite 160 | St. Cloud                | MN 56301                      |
| MINNESOTA                   | Pamstal Restaurants, LLC<br>P: Steven Linehan<br>1024 River Drive<br>River Falls, WI 54022<br>(612) 889-6515<br><a href="mailto:steven.linehan@firehousesubs.com">steven.linehan@firehousesubs.com</a>  | 8390 Tamarack Village                       | Woodbury                 | MN 55125                      |
| MISSISSIPPI                 | I-10/12, LLC<br>P: Scott Statham<br>1110 Valmont Street<br>New Orleans, LA 70115<br>(504) 496-3241<br><a href="mailto:scott.statham@firehousesubs.com">scott.statham@firehousesubs.com</a>  | 296 Beauvoir Blvd.                          | Biloxi                   | MS 39530                      |
| MISSISSIPPI                 | Craig-Rogers Investment, LLC<br>P: William Craig<br><del>327 Highway 12</del><br><del>P.O. Box 16917</del><br><del>Starkville, MS 39759</del> <a href="#">Jackson, MS 39236</a><br>(601) 201-9461<br><a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a> | 153 Ridge Way, Suite D                      | Flowood                  | MS 39232                      |
| <a href="#">MISSISSIPPI</a> | <a href="#">I-10/12, LLC</a><br><a href="#">P: Scott Statham</a><br><a href="#">1110 Valmont Street</a><br><a href="#">New Orleans, LA 70115</a><br><a href="#">(504) 496-3241</a><br><a href="mailto:scott.statham@firehousesubs.com">scott.statham@firehousesubs.com</a>                | <a href="#">10573 Highway 49, Suite D</a>   | <a href="#">Gulfport</a> | <a href="#">MS 39531</a>      |
| MISSISSIPPI                 | JLG Firestation, LLC<br>P: Jennifer Green<br>2401 Hardy Street<br>Hattiesburg, MS 39401<br>(601) 799-2354<br><a href="mailto:jgreen@firehousesubs.com">jgreen@firehousesubs.com</a>   | 2401 Hardy St                               | Hattiesburg              | MS 39401                      |

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|-----------------------------|---|--|-------------------------|-------------------------------|
| MISSISSIPPI                 | Three Boys Foods, LLC<br>P: Justin Green<br>2401 Hardy Street<br>Hattiesburg, MS 39401<br>(601) 799-2354<br><a href="mailto:igreen@firehousesubs.com">igreen@firehousesubs.com</a>  | <del>61066466 US</del> Highway 98 <del>W., Ste.</del><br><del>40West</del> | Hattiesburg             | MS 39402                      |
| <a href="#">MISSISSIPPI</a> | <a href="#">Craig-Rogers Investments, LLC</a><br>P: William Craig<br><a href="#">P.O. Box 16917</a><br><a href="#">Jackson, MS 39236</a><br><a href="#">(601) 201-9461</a><br><a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>  | <a href="#">179 Grandview Blvd., Suite 940</a>                             | <a href="#">Madison</a> | <a href="#">MS 39110</a>      |
| MISSISSIPPI                 | Whiddenprise III, LLC<br>P: David S. Whidden<br>776 Bradley Cove<br>Collierville, TN 38017<br>(901) 457-9355<br><a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a>  | 5338 Goodman Road, Suite 11  | Olive Branch            | MS 38654                      |
| MISSISSIPPI                 | Rebel Sub Club, LLC<br>P: Christopher Stephenson<br>258 S. Craft St.<br>Holly Springs, MS 38635<br>(901) 487-9259<br><a href="mailto:cstephenson@firehousesubs.com">cstephenson@firehousesubs.com</a>   | 1501 Jackson Ave West, Suite 107   | Oxford                  | MS 38655                      |
| MISSISSIPPI                 | <del>Pike Management Group, Inc.</del> Whiddenprise MS II, LLC<br>P: <del>Jim Maxwell</del> David Whidden<br><del>8377 Whitesmill Cove</del><br><del>910-3 W. Poplar Avenue</del><br><del>Cordova, TN 38016</del> Collierville, TN 38017<br>(501) 412-1334 (901) 258-8641<br><del><a href="mailto:jmaxwell@firehousesubs.com">jmaxwell@firehousesubs.com</a></del> <a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a> | 7111 Southcrest Pkwy, <del>Ste.</del> Suite 11                             | Southaven               | MS 38671                      |
| MISSISSIPPI                 | Craig-Rogers Investment, LLC<br>P: William Craig<br><del>327 Highway 12</del><br><del>P.O. Box 16917</del><br><del>Starkville, MS 39759</del> Jackson, MS 39236<br>(601) 201-9461<br><a href="mailto:william.craig@firehousesubs.com">william.craig@firehousesubs.com</a>   | 327 Highway 12   | Starkville              | MS 39759                      |

| STATE       | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS         | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|-------------|---|-----------------------------------|-----------------|-------------------------------|
| MISSISSIPPI | Rebel Sub Club, LLC<br>P: Christopher Stephenson<br>258 S. Craft St.<br>Holly Springs, MS 38635<br>(901) 487-9259<br><a href="mailto:cstephenson@firehousesubs.com">cstephenson@firehousesubs.com</a>   | 2438 West Main Street             | Tupelo          | MS 38801                      |
| MISSOURI    | AAA Quality Subs, LLC<br>P: Michael Marquart<br>950 Charrette Ln.<br>Washington, MO 63090<br>(314) 220-6919<br><a href="mailto:mike.marquart@firehousesubs.com">mike.marquart@firehousesubs.com</a>   | 14948 Manchester Rd.              | Ballwin         | MO 63011                      |
| MISSOURI    | Warhawk, LLC<br>P: Robert Faherty<br>13900 Beverly<br>Overland Park, KS 66223<br>(913) 706-3391<br><a href="mailto:bob.faherty@firehousesubs.com">bob.faherty@firehousesubs.com</a>   | 715 N. 7 Hwy.                     | Blue Springs    | MO 64014                      |
| MISSOURI    | Triple C restaurants, LLC<br>P: Brian Collins<br>5424 Villa Rose Lane<br>Hazelwood, MO 63042<br>(636) 346-9086<br><a href="mailto:brian.collins@firehousesubs.com">brian.collins@firehousesubs.com</a>  | 3047 Williams Street, Suite 108   | Cape Girardeau  | MO 63703                      |
| MISSOURI    | <del>Progressive Compensation, Inc. Steam 2</del><br><del>Please, LLC</del><br>P: <del>Robert Phillips</del> Tom Fetsch<br><del>1614 Englebrook Court</del><br><del>950 Charrette Lane</del><br><del>Wildwood, MO 63011</del> Washington, MO<br><del>63090</del><br>(314) <del>550-6901</del> 579-0700<br><del>robert.phillips@firehousesubs.com</del> tom.fetsch@firehousesubs.com | 1649 Clarkson <del>Red Road</del> | Chesterfield    | MO 63017                      |
| MISSOURI    | AAA Quality Subs, LLC<br>P: Michael Marquart<br>950 Charrette Lane<br>Washington, MO 63090<br>(314) 220-6919<br><a href="mailto:mike.marquart@firehousesubs.com">mike.marquart@firehousesubs.com</a>  | 79 Forum Center                   | Chesterfield    | MO 63017                      |

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|----------|---|-------------------------------|-----------------|-------------------------------|
| MISSOURI | Triple C Restaurants, LLC<br>P: Brian Collins<br>5424 Villa Rose Lane<br>Hazelwood, MO 63042<br>(636) 346-9086<br><a href="mailto:brian.collins@firehousesubs.com">brian.collins@firehousesubs.com</a>  | 2703 East Broadway, Suite 125 | Columbia        | MO 65201                      |
| MISSOURI | Triple C Restaurants, LLC<br>P: Brian J. Collins<br>5424 Villa Rosa Lane<br>Hazelwood, MO 63042<br>(636) 346-9086<br><a href="mailto:brian.collins@firehousesubs.com">brian.collins@firehousesubs.com</a>   | 4508 Mid Rivers Mall Drive    | Cottleville     | MO 63376                      |
| MISSOURI | CNMS, LLC<br>P: Maureen Selzler<br>153 Somerset Drive<br>Glen Carbon, IL 62034<br>(618) 567-2351<br><a href="mailto:maureen.selzler@firehousesubs.com">maureen.selzler@firehousesubs.com</a>  | 2312 N. Hwy. 67               | Florissant      | MO 63033                      |
| MISSOURI | <del>TPLW Associates</del> <del>Steam 2 Please, LLC</del><br>P: <del>Thomas Pogemiller</del> <del>Larry Webb</del><br><del>302 Villa Tuseany Court</del><br><del>O'Fallon, MI 63366</del><br><del>950 Charrette Lane</del><br><del>Washington, MO 63090</del><br><del>(636) 443-5584</del> <del>314) 402-0503</del><br><del>tom.pogemiller@firehousesubs.com</del> <del>larry.</del><br><del>webb@firehousesubs.com</del> | 2103 Missouri Blvd., Suite D  | Jefferson City  | MO 65109                      |
| MISSOURI | JSAC, LLC<br>P: Jason Pullman<br>707-2 Caprington<br>Bentonville, AR 72712<br>(479) 271-8555<br><a href="mailto:jason.pullman@firehousesubs.com">jason.pullman@firehousesubs.com</a>  | 1816 South Range Line Rd.     | Joplin          | MO 64804                      |
| MISSOURI | Greg Whitney's Escape Route, LLC<br>P: David Johnson<br>14209 NE 154 <sup>th</sup> St.<br>Kearney, MO 64060<br>(816) 682-9469<br><a href="mailto:djohnson@firehousesubs.com">djohnson@firehousesubs.com</a>   | 4167 Sterling                 | Kansas City     | MO 64133                      |



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| MISSOURI | Meatball Dreams II, LLC<br>P: David Johnson<br>14209 NE 154 <sup>th</sup> St.<br>Kearney, MO 64060<br>(816) 682-9469<br><a href="mailto:djohnson@firehousesubs.com">djohnson@firehousesubs.com</a>   | 4698 NE Vivion Rd.               | Kansas City      | MO 64119                      |
| MISSOURI | Craig Hulke Enterprises, Inc.<br>P: Craig Hulke<br>9300 W. 116 <sup>th</sup> St.<br>Overland Park, KS 66210<br>(816) 517-5166<br><a href="mailto:craig.hulke@firehousesubs.com">craig.hulke@firehousesubs.com</a>  | 8600 Ward Pkwy., Ste. 2126       | Kansas City      | MO 64114                      |
| MISSOURI | Meatball Dreams III, LLC<br>P: Kevin Goetz<br>14209 NE 154 <sup>th</sup> Street<br>Kearney, MO 64060<br>(785) 506-3199<br><a href="mailto:kevin.goetz@firehousesubs.com">kevin.goetz@firehousesubs.com</a>   | 8934 NW Skyview Ave.             | Kansas City      | MO 64154                      |
| MISSOURI | Meatball Dreams, LLC<br>P: Kevin Goetz<br>14209 NE 154 <sup>th</sup> Street<br>Kearney, MO 64060<br>(785) 506-3199<br><a href="mailto:kevin.goetz@firehousesubs.com">kevin.goetz@firehousesubs.com</a>   | 228 N. 291 Hwy                   | Liberty          | MO 64068                      |
| MISSOURI | LBF Enterprises, LLC<br>P: Michael Domico<br><del>245 Fairway Green Drive</del><br><del>1650 Beale Street</del><br><del>O'Fallon, MO 63368</del><br><del>St. Charles, MO</del><br><del>63303</del><br>(618) 305-9639<br><a href="mailto:mdomico@firehousesubs.com">mdomico@firehousesubs.com</a> | 12312 Dorsett Rd.                | Maryland Heights | MO 63043                      |
| MISSOURI | Triple C Restaurants, LLC<br>P: Brian Collins<br>5424 Ville Rosa Lane<br>Hazelwood, MO 63042<br>(636) 346-9086<br><a href="mailto:brian.collins@firehousesubs.com">brian.collins@firehousesubs.com</a>   | 104 Laura K <del>Dr.</del> Drive | O'Fallon         | MO 63366                      |

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|-----------------|--|---|--------------------|-------------------------------|
| <u>MISSOURI</u> | <u>Craig Hulke Enterprises, Inc.</u><br><u>P: Craig Hulke</u><br><u>9300 W. 116<sup>th</sup> Street</u><br><u>Overland Park, KS 66210</u><br><u>(816) 517-5166</u><br><u>craig.hulke@firehousesubs.com</u> | <u>1943 Foxwood Drive</u>               | <u>Raymore</u>     | <u>MO 64083</u>               |
| <u>MISSOURI</u> | <u>JSAC, LLC</u><br><u>P: Jason Pullman</u><br><u>707-2 Caprington</u><br><u>Bentonville, AR 72712</u><br><u>(479) 271-8555</u><br><u>jason.pullman@firehousesubs.com</u>                                  | <u>401 South Kimbrough Ave.</u>         | <u>Springfield</u> | <u>MO 65806</u>               |
| <u>MISSOURI</u> | <u>JSAC, LLC</u><br><u>P: Jason Pullman</u><br><u>707-2 SW Caprington</u><br><u>Bentonville, AR 72712</u><br><u>(479) 640-8444</u><br><u>jason.pullman@firehousesubs.com</u>                               | <u>3309 E. Sunshine Street, Suite B</u> | <u>Springfield</u> | <u>MO 65804</u>               |
| MISSOURI        | JSAC, LLC<br>P: Jason Pullman<br>707-2 SW Caprington<br>Bentonville, AR 72712<br>(479) 640-8444<br>jason.pullman@firehousesubs.com   | 4135 South National Ave.                | Springfield        | MO 65807                      |
| <u>MISSOURI</u> | <u>JSAC, LLC</u><br><u>P: Jason Pullman</u><br><u>707-2 Caprington</u><br><u>Bentonville, AR 72712</u><br><u>(479) 271-8555</u><br><u>jason.pullman@firehousesubs.com</u>                                  | <u>401 South Kimbrough Ave.</u>         | <u>Springfield</u> | <u>MO 65806</u>               |
| MISSOURI        | W&W FireLane Developments, LLC<br>P: Larry Webb<br>43 Fox Meadows Ct.<br>St. Charles, MO 63303<br>(314) 402-0503<br>larry.webb@firehousesubs.com   | 1365 Bass Pro Dr.                       | St. Charles        | MO 63301                      |

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|-----------------|---|--|-----------------|-------------------------------|
| MISSOURI        | Allfive Subs, LLC<br>P: Julie Allen<br>2918 Finestown Rd.<br>St. Louis, MO 63129<br>(314) 406-7199<br><a href="mailto:julie.allen@firehousesubs.com">julie.allen@firehousesubs.com</a>                    | 4595 Chestnut Park Plaza                         | St. Louis       | MO 63129                      |
| MISSOURI        | D & B Restaurant Group, LLC<br>P: Brian Gaskill<br>5753 Lake Briar Drive<br>Millstadt, IL 62260<br>(618) 779-9080<br><a href="mailto:brian.gaskill@firehousesubs.com">brian.gaskill@firehousesubs.com</a> | 38 Hampton Village Plaza                         | St. Louis       | MO 63109                      |
| MISSOURI        | Allfive Subs, LLC<br>P: Julie Allen<br>2918 Finestown Road<br>St. Louis, MO 63129<br>(314) 406-7199<br><a href="mailto:julie.allen@firehousesubs.com">julie.allen@firehousesubs.com</a>                   | 9964 A. Kennerly Road                            | St. Louis       | MO 63128                      |
| MONTANA         | Montana Sandwich Company, LLC<br>P: Joseph Cobb<br>2205 Highland Court<br>Bozeman, MT 59715<br>(406) 579-2999<br><a href="mailto:joseph.cobb@firehousesubs.com">joseph.cobb@firehousesubs.com</a>         | 867 S. 29 <sup>th</sup> Avenue, #104             | Bozeman         | MT 59718                      |
| <u>NEBRASKA</u> | <u>On A 3, LLC</u><br><u>P: Tom Davis</u><br><u>18431 Thayer Street</u><br><u>Bennington, NE 68007</u><br><u>(402) 650-8610</u><br><u>tom.davis@firehousesubs.com</u>                                     | <u>1220 E. 23<sup>rd</sup> Street, Suite 200</u> | <u>Fremont</u>  | <u>NE 68025</u>               |
| NEBRASKA        | FHGI, LLC<br>P: Jeff Mount<br>46633 Missouri Street<br>Burbank, SD 57010<br>(605) 670-9703<br><a href="mailto:jeff.mount@firehousesubs.com">jeff.mount@firehousesubs.com</a>                              | 3440 State St.                                   | Grand Island    | NE 68803                      |

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|--------------------------|--|---|-------------------------|-------------------------------|
| <a href="#">NEBRASKA</a> | <a href="#">FHKrny, LLC</a><br>P: Jeff Mount<br><a href="#">46633 Missouri Street</a><br><a href="#">Burbank, SD 57010</a><br><a href="#">(605) 670-9703</a><br><a href="mailto:jeff.mount@firehousesubs.com">jeff.mount@firehousesubs.com</a> | <a href="#">1010 3<sup>rd</sup> Avenue, Suite B</a> | <a href="#">Kearney</a> | <a href="#">NE 68845</a>      |
| NEBRASKA                 | TLM Enterprises, LLC<br>P: Thomas Mejstrik<br>151 W. Chancery Court<br>Lincoln, NE 68521<br>(402) 730-6979<br><a href="mailto:tom.mejstrik@firehousesubs.com">tom.mejstrik@firehousesubs.com</a>   | 200 N. 66 <sup>th</sup> Street, Ste. 201            | Lincoln                 | NE 68505                      |
| NEBRASKA                 | GulfShore Partners, LLC<br>P: Steven Meier<br>14732 Shirley Street<br>Omaha, NE 68144<br>(712) 898-2334<br><a href="mailto:steven.meier@firehousesubs.com">steven.meier@firehousesubs.com</a>  | 17010 Wright Plaza, Ste. 145                        | Omaha                   | NE 68130                      |
| NEBRASKA                 | On A 3, LLC<br>P: Tom Davis<br>18431 Thayer Street<br>Bennington, NE 68007<br>(402) 650-8610<br><a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a>   | 721 S. 72 <sup>nd</sup> St.                         | Omaha                   | NE 68114                      |
| NEBRASKA                 | On A 3, LLC<br>P: Tom Davis<br>18431 Thayer Street<br>Bennington, NE 68007<br>(402) 650-8610<br><a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a>   | 141919 W. Maple Road, Suite 103                     | Omaha                   | NE 68116                      |
| NEBRASKA                 | Gulfshore Partners, LLC<br>P: Steven Meier<br>14732 Shirley Street<br>Omaha, NE 68144<br>(712) 898-2334<br><a href="mailto:steven.meier@firehousesubs.com">steven.meier@firehousesubs.com</a>  | 2457 S. 132 <sup>ND</sup> Street                    | Omaha                   | NE 68144                      |

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|----------|--|--|-----------------|-------------------------------|
| NEBRASKA | Gulfshore Partners, LLC<br>P: Steven Meier<br>14732 Shirley Street<br>Omaha, NE 68144<br>(712) 898-2334<br><a href="mailto:steven.meier@firehousesubs.com">steven.meier@firehousesubs.com</a>  | 8920 S. 71st Plaza, Ste. 105                                       | Papillion       | NE 68133                      |
| NEVADA   | LHK, LLC<br>P: Patrick Lindsay<br><del>3302 Baltimore Street</del><br><del>San Diego, CA 92117</del><br><a href="mailto:patrick.lindsay@firehousesubs.com">2667 Fermi Road</a><br><a href="mailto:patrick.lindsay@firehousesubs.com">Carson City, NV 89706</a><br>(858) 354-3537<br><a href="mailto:patrick.lindsay@firehousesubs.com">patrick.lindsay@firehousesubs.com</a> | 3120 Hwy 50  | Carson City     | NV 89701                      |
| NEVADA   | Eastgate FHS, LLC<br>P: Robert Rather<br>3125 La Mirada Avenue<br>Las Vegas, NV 89120<br>(702) 575-2771<br><a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>  | 510 Marks St., Unit B-1, <del>Ste.</del> <a href="#">Suite</a> 110 | Henderson       | NV 89014                      |
| NEVADA   | <del>Cowan Holdings</del> <a href="#">J &amp; M Restaurant Group, LLC</a><br>P: Jennifer Cowan<br>1380 Dressen Ave.<br>Las Vegas, NV 89123<br>(702) 533-7526<br><a href="mailto:jcowan@firehousesubs.com">jcowan@firehousesubs.com</a>   | 9555 S. Eastern Ave., <del>Ste.</del> <a href="#">Suite</a> 130    | Las Vegas       | NV 89123                      |
| NEVADA   | Lake <del>Med</del> <a href="#">Mead</a> FHS 534, LLC<br>P: Robert Rather<br>3125 La Mirada Ave<br>Las Vegas, NV 89120<br>(702) 575-2771<br><a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>   | 7290 W. Lake Mead Blvd. Suite 100                                  | Las Vegas       | NV 89128                      |
| NEVADA   | FHR Number 1, LLC<br>P: Vincent Alba<br>3069 Amari Ave.<br>Las Vegas, NV 89141<br>(702) 468-3454<br><a href="mailto:vincent.alba@firehousesubs.com">vincent.alba@firehousesubs.com</a>   | 6070 S. Rainbow Blvd. <del>Ste.</del> <a href="#">Suite</a> 1      | Las Vegas       | NV 89118                      |

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|--------|---|--------------------------------|-----------------|-------------------------------|
| NEVADA | Hualapai Firehousesubs, LLC<br>P: Robert Rather<br>3125 La Mirada Ave<br>Las Vegas, NV 89120<br>(702) 575-2771<br><a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>              | 9921 W Charleston #4           | Las Vegas       | NV 89117                      |
| NEVADA | H & K Eastern, LLC<br>P: Michele Loupee<br>6653 Grand Strand Ave.<br>Las Vegas, NV 89131<br>(219) 789-9441<br><a href="mailto:michele.loupee@firehousesubs.com">michele.loupee@firehousesubs.com</a>          | 5905 S. Eastern Ave., Ste. 109 | Las Vegas       | NV 89119                      |
| NEVADA | Teffs Food, LLC<br>P: Steven Teffs<br>6444 Harvester Course Dr.<br>Las Vegas, NV 89248<br>(702) 308-5047<br><a href="mailto:steven.teffs@firehousesubs.com">steven.teffs@firehousesubs.com</a>                | 7250 S. Durango Dr., Ste. 160  | Las Vegas       | NV 89113                      |
| NEVADA | All Steamed Up 1, LLC<br>P: Cindie Hosbrook<br>2704 Mallard Landing Ave.<br>Henderson, NV 89074<br>(702) 250-2883<br><a href="mailto:cindie.hosbrook@firehousesubs.com">cindie.hosbrook@firehousesubs.com</a> | 4761 S. Maryland Pkwy.         | Las Vegas       | NV 89119                      |
| NEVADA | Rice/215 1044 FHS, LLC<br>P: Robert Rather<br>3125 La Mirada Ave<br>Las Vegas, NV 89120<br>(702) 575-2771<br><a href="mailto:bob.rather@firehousesubs.com">bob.rather@firehousesubs.com</a>                   | 6171 N. Decatur, Ste. 107      | Las Vegas       | NV 89130                      |
| NEVADA | H&K Ventures, LLC<br>P: Michele Loupee<br>6653 Grand Stand Ave.<br>Las Vegas, NV 89131<br>(219) 789-9441<br><a href="mailto:michele.loupee@firehousesubs.com">michele.loupee@firehousesubs.com</a>            | 2208 S. Nellis Blvd. Ste. 7    | Las Vegas       | NV 89104                      |

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| NEVADA                     | FHR Number 2, LLC<br>P: Vincent Alba<br>3069 Amari Avenue<br>Las Vegas, NV 89141<br>(702) 468-3454<br><a href="mailto:vincent.alba@firehousesubs.com">vincent.alba@firehousesubs.com</a>  | 1121 S. Decatur Boulevard, Ste. 140       | Las Vegas                    | NV 89102                      |
| NEW HAMPSHIRE              | DBRS Enterprises, Inc.<br>P: Bruce Stone<br>35 Pine Eden Rd.<br>Rindge, NH 03461<br>(978) 505-7058<br><a href="mailto:bruce.stone@firehousesubs.com">bruce.stone@firehousesubs.com</a>  | 341 Amherst Street                        | Nashua                       | NH 03063                      |
| <a href="#">NEW JERSEY</a> | <a href="#">Dara Foods, LLC</a><br><a href="#">P: Ashesh Patel</a><br><a href="#">85 White Rock Blvd.</a><br><a href="#">Oak Ridge, NJ 07438</a><br><a href="#">(973) 610-5756</a><br><a href="mailto:ashesh.patel@firehousesubs.com">ashesh.patel@firehousesubs.com</a>      | <a href="#">176 Columbia Turnpike</a>     | <a href="#">Florham Park</a> | <a href="#">NJ 07932</a>      |
| NEW JERSEY                 | Enough Sub Corporation<br>P: Dhvani Patel<br>90 Lilly Drive #1<br>Feastesville, PA 19053<br>(267) 664-9696<br><a href="mailto:dhvani.patel@firehousesubs.com">dhvani.patel@firehousesubs.com</a>  | 3371 US Highway 1                         | Lawrenceville                | NJ 08648                      |
| <a href="#">NEW JERSEY</a> | <a href="#">Mahwah Subs Inc.</a><br><a href="#">P: Tejash Patel</a><br><a href="#">4 Maybrook Drive</a><br><a href="#">Maywood, NJ 07607</a><br><a href="#">(201) 214-1986</a><br><a href="mailto:tejash.patel@firehousesubs.com">tejash.patel@firehousesubs.com</a>          | <a href="#">380 Route 17 S., Suite 05</a> | <a href="#">Mahwah</a>       | <a href="#">NJ 07430</a>      |
| <a href="#">NEW JERSEY</a> | <a href="#">Finest Subs, LLC</a><br><a href="#">P: Chaitanya Patel</a><br><a href="#">2 Dayton Drive, Apt. 5B</a><br><a href="#">Edison, NJ</a><br><a href="#">(732) 910-7779</a><br><a href="mailto:chaitanya.patel@firehousesubs.com">chaitanya.patel@firehousesubs.com</a> | <a href="#">1203 Nixon Drive</a>          | <a href="#">Moorestown</a>   | <a href="#">NJ 08057</a>      |

| STATE             | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS  | RESTAURANT CITY    | RESTAURANT STATE AND ZIP CODE                          |
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| NEW JERSEY        | Heritage Restaurant Group of Totowa, Inc.<br>P: Ever Santana<br>130 West Parkway<br>Pompton Plains, NJ 07444<br>(973) 224-0502<br><a href="mailto:ever.santana@firehousesubs.com">ever.santana@firehousesubs.com</a>   | 205 US Hwy 46 West Unit E  | Totowa             | NJ 07512   |
| NEW JERSEY        | Heritage Restaurant Group, Inc.<br>P: Ever Santana<br>130 West Parkway<br>Pompton Plains, NJ 07444<br>(973) 224-0502<br><a href="mailto:ever.santana@firehousesubs.com">ever.santana@firehousesubs.com</a>   | 1050 Hamburg Turnpike  | Wayne              | NJ 07470   |
| NEW MEXICO        | Bar M 2, LLC<br>P: Mark Berg<br>371 Tyler Road NW<br>Los Ranchos, NM 87107<br>(505) 328-0026<br><a href="mailto:mark.berg@firehousesubs.com">mark.berg@firehousesubs.com</a>   | 3707 Ellison Dr. NW, Ste. 1  | Albuquerque        | NM 87107   |
| NEW MEXICO        | Lucaba, LLC<br>P: Lucas L Conner<br><del>7016 Tijeras Creek Rd. NW</del><br><del>412 Kentucky</del><br>Albuquerque, NM <del>87114</del> <a href="tel:5059184689">87108</a><br>(505) 918-4689<br><a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a> | <del>8050 Academy Rd</del> <a href="mailto:louisiana@firehousesubs.com">Louisiana Blvd., Suite 814</a>       | Albuquerque        | NM <del>87111</del> <a href="tel:5059184689">87110</a> |
| NEW MEXICO        | Lucaba, LLC<br>P: Lucas Conner<br><del>7016 Tijeras Creek Rd. NW</del><br><del>412 Kentucky</del><br>Albuquerque, NM <del>87114</del> <a href="tel:5059184689">87108</a><br>(505) 918-4689<br><a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a>   | <del>4411 San Mateo Blvd</del> <a href="mailto:louisiana@firehousesubs.com">8050 Academy Rd. NE, Ste. E9</a> | Albuquerque        | NM <del>87109</del> <a href="tel:5059184689">87111</a> |
| <u>NEW MEXICO</u> | <u>Lucaba, LLC</u><br><u>P: Lucas Conner</u><br><u>412 Kentucky</u><br><u>Albuquerque, NM 87108</u><br><u>(505) 918-4689</u><br><u><a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a></u>  | <u>4411 San Mateo Blvd. NE, Ste. E9</u>  | <u>Albuquerque</u> | <u>NM 87109</u>  |



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| NEW MEXICO | Fitz's Blazing Investments, LLC<br>P: Darin Fitzgerald<br>3320 Burson Lane<br>Farmington, NM 87402<br>(505) 402-6556<br><a href="mailto:darin.fitzgerald@firehousesubs.com">darin.fitzgerald@firehousesubs.com</a>  | 3030 E. Main Street, Ste. A9 | Farmington      | NM 87402                      |
| NEW MEXICO | Lucaba, LLC<br>P: Lucas Conner<br><del>7016 Tijeras Creek Rd. NW</del><br><del>412 Kentucky</del><br>Albuquerque, NM <del>87114</del> <a href="tel:87108">87108</a><br>(505) 918-4689<br><a href="mailto:lconner@firehousesubs.com">lconner@firehousesubs.com</a> | 3777 Cerrillos Rd. Suite C   | Santa Fe        | NM 87507                      |
| NEW YORK   | WNY Ladder Company, LLC<br>P: Mark Harris<br>3201 Cherry Lane<br>Eden, NY 14057<br>(716) 435-7465<br><a href="mailto:mark.harris@firehousesubs.com">mark.harris@firehousesubs.com</a>   | 4405 Milestrip Rd.           | Blasdell        | NY 14219                      |
| NEW YORK   | WNY Ladder Company, LLC<br>P: Mark Harris<br>3201 Cherry Lane<br>Eden, NY 14057<br>(716) 435-7465<br><a href="mailto:mark.harris@firehousesubs.com">mark.harris@firehousesubs.com</a>   | 5205 Transit Rd., Ste. 200   | Buffalo         | NY 14221                      |
| NEW YORK   | On A Roll Enterprises, Inc.<br>P: Kimberly Bogett<br>213 Sunnybrook Drive<br>Syracuse, NY 13219<br>(315) 430-5095<br><a href="mailto:kim.bogett@firehousesubs.com">kim.bogett@firehousesubs.com</a>   | 5308 W. Genesee Street       | Camillus        | NY 13031                      |

| STATE          | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS   | RESTAURANT CITY                                 | RESTAURANT STATE AND ZIP CODE             |
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| NEW YORK       | JBL Development, LLC<br>P: Jordan Leibner<br>3061 Timothy Rd.<br>Bellmore, NY 11710<br>(561) 459-1010<br><a href="mailto:jordan.leibner@firehousesubs.com">jordan.leibner@firehousesubs.com</a>  | 17 Centereach Mall  | Centereach                                      | NY 11720                                  |
| NEW YORK       | Dream of Mine, LLC<br>P: Anthony Albanese<br>514 White Marsh Hollow Rd.<br>Candor, NY 13743<br>(607) 343-6707<br><a href="mailto:anthony.albanese@firehousesubs.com">anthony.albanese@firehousesubs.com</a>  | 740 South Meadows Drive, Suite 1100   | Ithaca  | NY 14850                                  |
| NEW YORK       | SLTS Concepts, LLC<br>P: Michael Yamin<br>124 South Waldron Lane<br>Wynantskill, NY 12198<br>(518) 376-3332<br><a href="mailto:michael.yamin@firehousesubs.com">michael.yamin@firehousesubs.com</a>  | 860 Loudon Rd.  | Latham  | NY 12110                                  |
| NEW YORK       | <del>East Meats West Corp</del> <a href="#">Nanuet Subs, Inc.</a><br>P: <del>Steven Velazquez</del> <a href="#">Tejash Patel</a><br><del>80-06-64<sup>th</sup> Lane</del><br><del>Glendale, NY 11385</del><br><del>4 Maybrook Drive</del><br><del>Maywood, NJ 07607</del><br><del>(516) 597-4810</del> (201) 214-1986<br><del><a href="mailto:steven.velazquez@firehousesubs.com">steven.velazquez@firehousesubs.com</a></del><br><a href="mailto:tejash.patel@firehousesubs.com">tejash.patel@firehousesubs.com</a> | <del>3359A — Hempstead — Turnpike</del> <a href="#">4364 Palisades Center Drive</a> | <del>Levittown</del> <a href="#">West Nyack</a> | NY <del>11756</del> <a href="#">10994</a> |
| NORTH CAROLINA | OM Hot Subs, LLC<br>Aruna Patel<br>1516 Windjammer Court<br>Sanford, NC 27330<br>(919) 356-7176<br><a href="mailto:apatel@firehousesubs.com">apatel@firehousesubs.com</a>  | 1844 North Sandhills Boulevard  | Aberdeen  | NC 28315                                  |

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| NORTH CAROLINA | Renaissance Restaurant Group, LLC<br>P: Mohammad Asad<br>120 Thistle Top Trail<br>Apex, NC 27502<br>(919) 624-7101<br><a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>   | 1047 Beaver Creek Commons Dr. | Apex            | NC 27502                      |
| NORTH CAROLINA | Westland Enterprise, Inc.<br>P: David Flores<br>43 Murrough Drive<br>Biltmore Lake, NC 28715<br>(305) 609-5835<br><a href="mailto:dflores@firehousesubs.com">dflores@firehousesubs.com</a>   | 100 Julian Lane, Ste. 150     | Arden           | NC 28704                      |
| NORTH CAROLINA | <del>Westland Group</del> G C W Enterprises, Inc.<br>P: <del>Monte Sims</del> <a href="mailto:Glenda Weinert">Glenda Weinert</a><br><del>1006 Pin Oak Trail</del><br><a href="mailto:Glenda Weinert">298 Lone Pine Road</a><br><del>Hendersonville, NC 28739</del> <a href="mailto:Glenda Weinert">Alexander, NC</a><br><a href="mailto:Glenda Weinert">28701</a><br>(828) <del>708-9323</del> <a href="tel:708-9323230-1444">230-1444</a><br><del>msims@firehousesubs.com</del> <a href="mailto:glenda.weinert@firehousesubs.com">glenda.weinert@firehousesubs.com</a>    | 229 Airport Road, #5          | Arden           | NC 28704                      |
| NORTH CAROLINA | Spencer Third Generation, LLC<br>P: Michael Spencer<br>4503 Cornerstone Drive<br>Burlington, NC 27215<br>(919) 412-2232<br><a href="mailto:michael.spencer@firehousesubs.com">michael.spencer@firehousesubs.com</a>  | 1214-D East Dixie Drive       | Asheboro        | NC 27203                      |
| NORTH CAROLINA | <del>Westland Group</del> G C W Enterprises, Inc.<br>P: <del>Monte Sims</del> <a href="mailto:Glenda Weinert">Glenda Weinert</a><br><del>1006 Pin Oak Trail</del><br><a href="mailto:Glenda Weinert">298 Lone Pine Road</a><br><del>Hendersonville, NC 28739</del> <a href="mailto:Glenda Weinert">Alexander, NC</a><br><a href="mailto:Glenda Weinert">28701</a><br>(828) <del>708-9323</del> <a href="tel:708-9323230-1444">230-1444</a><br><a href="mailto:glenda.weinert@firehousesubs.com">glenda.weinert@firehousesubs.com</a><br><del>msims@firehousesubs.com</del> | 105-B Riverhills Road         | Asheville       | NC 28805                      |

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| NORTH CAROLINA | <del>Westland Group</del> G C W Enterprises, Inc.<br>P: <del>Monte Sims</del> Glenda Weinert<br><del>1006 Pin Oak Trail</del><br><del>298 Lone Pine Road</del><br><del>Hendersonville, NC 28739</del> Alexander, NC<br><del>28701</del><br>(828) <del>708-9323</del> 230-1444<br><del>msims@firehousesubs.com</del> glenda.weinert<br><del>@firehousesubs.com</del> | 354 Merrimon Avenue       | Asheville       | NC 28801                      |
| NORTH CAROLINA | <del>Westland Group</del> G C W Enterprises, Inc.<br>P: <del>Monte Sims</del> Glenda Weinert<br><del>1006 Pin Oak Trail</del><br><del>298 Lone Pine Road</del><br><del>Hendersonville, NC 28739</del> Alexander, NC<br><del>28701</del><br>(828) <del>708-9323</del> 230-1444<br><del>msims@firehousesubs.com</del> glenda.weinert<br><del>@firehousesubs.com</del> | 1334 Patton Avenue        | Asheville       | NC 28806                      |
| NORTH CAROLINA | Spencer Third Generation, LLC<br>P: Michael Spencer<br>4503 Cornerstone Drive<br>Burlington, NC 27215<br>(919) 412-2232<br>michael.spencer@firehousesubs.com  | 2471 S. Church St.        | Burlington      | NC 27215                      |
| NORTH CAROLINA | Renaissance Restaurant Group, LLC<br>P: Mohammad Asad<br>120 Thistle Top Trail<br>Apex, NC 27502<br>(919) 624-7101<br>masad@firehousesubs.com   | 260 Grande Heights Dr.    | Cary            | NC 27513                      |
| NORTH CAROLINA | HHJR, LLC<br>P: Ronakkumar Patel<br><del>2241 Mayo Forest Lane</del><br><del>2804 Bishop Brook Court</del><br><del>Morrisville, NC 27560</del> Cary, NC 27519<br>(919) 539-6397<br>ronak_patel@firehousesubs.com  | 100-B Wrenn Drive         | Cary            | NC 27511                      |

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| NORTH CAROLINA | RAD Concepts, LLC<br>P: Rakesh Daya<br>9826 Spring Park Dr.<br>Charlotte, NC 28269<br>(704) 607-5671<br><a href="mailto:rdaya@firehousesubs.com">rdaya@firehousesubs.com</a>  | 8516 S. Tyron St., Ste. 105                 | Charlotte       | NC 28273                      |
| NORTH CAROLINA | Professional Restaurant Group, <del>LLC</del> <u>Inc.</u><br>P: Timothy Goss<br>903 Carisbrooke Lane<br>Waxhaw, NC 28173<br>(704) 576-6919<br><a href="mailto:tgoss@firehousesubs.com">tgoss@firehousesubs.com</a>          | 4732 South <del>Bld.</del> <u>Boulevard</u> | Charlotte       | NC 28217                      |
| NORTH CAROLINA | AP & RP, LLC<br>P: Larry Chandler<br><del>10811-101 Eddings Drive</del><br><u>3222 Nancy Creek</u><br>Charlotte, NC 28270<br>(843) 679-9633<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 16049-K Johnston <del>Rd.</del> <u>Road</u> | Charlotte       | NC 28277                      |
| NORTH CAROLINA | AP & RP, LLC<br>P: Larry Chandler<br><del>10811-101 Eddings Drive</del><br><u>3222 Nancy Creek</u><br>Charlotte, NC 28270<br>(843) 679-9633<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 8020 Providence <del>Rd.</del> <u>Road</u>  | Charlotte       | NC 28277                      |
| NORTH CAROLINA | Scotto Restaurant Group, LLC<br>P: Justin Scotto<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>                        | 2700 W. Mallard Creek Church Rd., Ste. 220  | Charlotte       | NC 28262                      |

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| NORTH CAROLINA | Scotto Restaurant Group, LLC<br>P: Justin Scott<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>  | 9335 Center Lake Dr., Ste. 130                                     | Charlotte       | NC 28216                      |
| NORTH CAROLINA | Scotto Restaurant Group, LLC<br>P: Justin Scott<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>  | 210 E. Trade St. C-246   | Charlotte       | NC 28202                      |
| NORTH CAROLINA | <del>Tenth, LLC</del> Professional Restaurant Group, Inc.<br>P: <del>Mayank Amin</del> Timothy Goss<br><del>1646 Rustie Arch Way</del><br><del>903 Carisbrooke Lane</del><br><del>Huntersville, NC 28078</del> Waxhaw, NC 28173<br><del>(304) 887-2788</del> (704) 576-6919<br><del>mayank.amin@firehousesubs.com</del> <a href="mailto:tgoss@firehousesubs.com">tgoss@firehousesubs.com</a> | <del>12806 S. Tryon</del> 7211 Waverly Walk Avenue<br>Suite 282B-1 | Charlotte       | NC <del>28213</del> 28277     |
| NORTH CAROLINA | Meador Brothers, LLC<br>P: Paul Granville Meador<br>92 Gill Lane<br>Fuquay-Varina, NC 27526<br>(240) 715-7180<br><a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a>  | 476 Shotwell Road  | Clayton         | NC 27520                      |
| NORTH CAROLINA | Scotto Restaurant Group, LLC<br>P: Justin J. Scott<br>137 Cross Center Road, Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>  | 28 Raiford Drive NW  | Concord         | NC 28027                      |

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| NORTH CAROLINA | Scotto Restaurant Group, LLC<br>P: Justin Scott<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>        | 7712 Sossaman Lane, Ste 100              | Concord         | NC 28027                      |
| NORTH CAROLINA | Scotto Restaurant Group, LLC<br>P: Justin Scott<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>        | 8111 Concord Mills Blvd., Ste. 670       | Concord         | NC 28027                      |
| NORTH CAROLINA | Renaissance Restaurant Group, LLC<br>P: Mohammad Asad<br>120 Thistle Top Trail<br>Apex, NC 27502<br>(919) 624-7101<br><a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>                 | 5319 New Hope Commons Extension, Ste 104 | Durham          | NC 27707                      |
| NORTH CAROLINA | Renaissance Restaurant Group, LLC<br>P: Mohammad Asad<br>120 Thistle Top Trail<br>Apex, NC 27502<br>(919) 624-7101<br><a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>                 | 2608 Erwin Rd., Ste 128                  | Durham          | NC 27705                      |
| NORTH CAROLINA | Renaissance Restaurant Group, LLC<br>P: Mohammad Asad<br>120 Thistle Top Trail<br>Apex, NC 27502<br>(919) 624-7101<br><a href="mailto:masad@firehousesubs.com">masad@firehousesubs.com</a>                 | 4201 N. Roxboro Street, Ste. 110         | Durham          | NC 27704                      |
| NORTH CAROLINA | JCP Management, Inc.<br>P: Jennifer Purcell<br>116 Billets Bridge Road<br>Camden, NC 27921<br>(757) 761-5536<br><a href="mailto:jennifer.purcell@firehousesubs.com">jennifer.purcell@firehousesubs.com</a> | 316 W. Ehringhaus St.                    | Elizabeth City  | NC 27909                      |

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|----------------|--|---------------------------|-----------------|-------------------------------|
| NORTH CAROLINA | Gotaplace Investments, LLC<br>P: Joy Brewington<br>3504 Tree Ring Court<br>Fayetteville, NC 28306<br>(910) 818-0678<br><a href="mailto:joy.brewington@firehousesubs.com">joy.brewington@firehousesubs.com</a>  | 5590 Camden Rd.           | Fayetteville    | NC 28306                      |
| NORTH CAROLINA | OM Hot Subs, LLC<br>P: Aruna Patel<br>1516 Windjammer Court<br>Sanford, NC 27330<br>(919) 356-0909<br><a href="mailto:apatel@firehousesubs.com">apatel@firehousesubs.com</a>   | 1445 Walter Reed Rd.      | Fayetteville    | NC 28304                      |
| NORTH CAROLINA | Lt. Dawes, LLC<br>P: Jennifer Dawes Walters<br>8954 Cedar Creek Rd.<br>Fayetteville, NC 28312<br>(954) 557-5725<br><a href="mailto:jennifer.dawes@firehousesubs.com">jennifer.dawes@firehousesubs.com</a>  | 300 Glensford Drive       | Fayetteville    | NC 28314                      |
| NORTH CAROLINA | VKSS, Inc.<br>P: Ronak Patel<br><del>2241 May Forest Lane</del><br><del>2804 Bishop Brook Court</del><br><del>Morrisville, NC 27560</del><br><del>Cary, NC 27519</del><br>(919) 539-6397<br><a href="mailto:ronak.patel@firehousesubs.com">ronak.patel@firehousesubs.com</a> | 1303 N. Main Street       | Fuquay-Varina   | NC 27526                      |
| NORTH CAROLINA | CRC Brier Creek, LLC<br>P: Bhupesh Desai<br>10251 Little Brier Creek Lane<br>Raleigh, NC 27617<br>(919) 451-4999<br><a href="mailto:bhupesh.desai@firehousesubs.com">bhupesh.desai@firehousesubs.com</a>   | 1539 Hwy. 70, Ste. 1551   | Garner          | NC 27529                      |



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| NORTH CAROLINA        | <del>R-W Restaurants, Inc.</del> <u>CAM Subs, LLC</u><br>P: <del>Rashaad Woods</del> <u>Craig Stephens</u><br><del>5501 Executive Center Drive, Suite 238</del><br><del>Charlotte, NC 28212</del><br><u>106 Treyburn Circle</u><br><u>Irmo, SC 29063</u><br><del>(704) 965-8842</del> <u>(803) 530-1871</u><br><del>rashaad.woods@firehousesubs.com</del><br><u>craig.stephens@firehousesubs.com</u> | 2290 E. Franklin Blvd., Suite 100                                  | Gastonia                               | NC 28054                         |
| NORTH CAROLINA        | <del>Engine One of Greensboro</del> <u>Best Development, Inc.</u><br>P: <del>David Dickenson</del> <u>John Paul Best</u><br><del>516 Audubon Drive</del><br><u>212 Connie Circle</u><br><del>Greensboro, NC 27410</del> <u>Goldsboro, NC 27530</u><br><del>(336) 382-0080</del> <u>(910) 617-4384</u><br><del>david.dickenson@firehousesubs.com</del><br><u>jp.best@firehousesubs.com</u>            | <del>1605 Westover Terrace</del> <u>501 N. Berkeley Boulevard</u>  | <del>Greensboro</del> <u>Goldsboro</u> | NC <del>27408</del> <u>27534</u> |
| NORTH CAROLINA        | S Squared Restaurant Group, LLC<br>P: Stephen King<br>2404 Bedford Avenue<br>Raleigh, NC 27607<br>(919) 699-0640<br><u>Stephen.king@firehousesubs.com</u>  | <del>1562 B Highwoods Boulevard</del> <u>1605 Westover Terrace</u> | Greensboro                             | NC <del>27410</del> <u>27408</u> |
| <u>NORTH CAROLINA</u> | <u>S Squared Restaurant Group, LLC</u><br>P: <u>Stephen King</u><br><u>2404 Bedford Avenue</u><br><u>Raleigh, NC 27607</u><br><u>(919) 699-0640</u><br><u>Stephen.king@firehousesubs.com</u>   | <u>1562 B Highwoods Boulevard</u>                                  | <u>Greensboro</u>                      | <u>NC 27410</u>                  |
| <u>NORTH CAROLINA</u> | <u>Sona &amp; Veer 1, Inc.</u><br>P: <u>Bivinder Pal</u><br><u>55 Trenton Drive</u><br><u>Kernersville, NC 27284</u><br><u>(336) 327-2749</u><br><u>Bivinder.pal@firehousesubs.com</u>   | <u>3704 W. Gate City Boulevard</u>                                 | <u>Greensboro</u>                      | <u>NC 27407</u>                  |

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| NORTH CAROLINA | Best Investors Group, Inc.<br>P: J. P. Best<br>212 Connie Circle<br>Goldsboro, NC 27530<br>(910) 617-4384<br><a href="mailto:jp.best@firehousesubs.com">jp.best@firehousesubs.com</a>  | 1852 W. Arlington Blvd.                 | Greenville      | NC 27858                      |
| NORTH CAROLINA | Best Development, Inc.<br>P: J. P. Best<br>212 Connie Circle<br>Goldsboro, NC 27530<br>(910) 617-4384<br><a href="mailto:jp.best@firehousesubs.com">jp.best@firehousesubs.com</a>  | 205 Greenville Blvd. SE, Suite 100      | Greenville      | NC 27834                      |
| NORTH CAROLINA | <del>Westland</del> <del>Eastland</del> Group, Inc.<br>P: Monte Sims<br><del>1006 Pin</del> <del>205 White</del> Oak <del>Trail</del> Drive<br>Hendersonville, NC <del>28739</del> <del>28791</del><br>(727) 542-1155<br><del>msims@firehousesubs.com</del> <del>dsims@firehousesubs.com</del> | 825 Spartanburg <del>Hwy.</del> Highway | Hendersonville  | NC 28792                      |
| NORTH CAROLINA | Palmetto Sub House, LLC<br>P: Brian Hammond<br>807 East Main St.<br>Spartanburg, SC 29302<br>(864) 431-7713<br><a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>  | 2423 N. Center St., Hwy. 127            | Hickory         | NC 28601                      |
| NORTH CAROLINA | FE NO. 3, LLC<br>P: Mary Punch<br>104 Mull Street<br>Morgantown, NC 28655<br>(828) 403-0176<br><a href="mailto:mary.punch@firehousesubs.com">mary.punch@firehousesubs.com</a>  | 2034 US Highway 70 SE                   | Hickory         | NC 28602                      |
| NORTH CAROLINA | Triad Hotspots, Inc.<br>P: Mark Whitely<br>205 South Stratford Road, Suite F<br>Winston-Salem, NC 27103<br>(336) 972-2051<br><a href="mailto:mark.whitely@firehousesubs.com">mark.whitely@firehousesubs.com</a>  | 5815 Samet Dr., Ste. 115                | High Point      | NC 27265                      |

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|--------------------------------|--|---|-------------------------------|-------------------------------|
| <a href="#">NORTH CAROLINA</a> | <a href="#">Meador Brothers, LLC</a><br>P: Paul Meador<br><a href="#">6311 Grady's Walk</a><br><a href="#">Raleigh, NC 20715</a><br><a href="#">(240) 715-7180</a><br><a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a> | <a href="#">413 Village Walk Drive</a>            | <a href="#">Holly Springs</a> | <a href="#">NC 27540</a>      |
| NORTH CAROLINA                 | Scotto Restaurant Group, LLC<br>P: Justin Scotto<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>   | 9826 Gilead Rd., Ste. C-102                       | Huntersville                  | NC 28078                      |
| NORTH CAROLINA                 | AP & RP, LLC<br>P: Larry Chandler<br><del>10811-101 Eddings Drive</del><br><a href="#">3222 Nancy Creek</a><br>Charlotte, NC 28270<br>(843) 679-9633<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>                   | 14039 Highway 74 E.                               | Indian Trail                  | NC 28079                      |
| NORTH CAROLINA                 | SHRP, LLC<br>P: Ronak Patel<br>2804 Bishop Brook Court<br>Cary, NC 27519<br>(919) 434-5200<br><a href="mailto:ronak.patel@firehousesubs.com">ronak.patel@firehousesubs.com</a>   | 331A Western Blvd                                 | Jacksonville                  | NC 28547                      |
| <a href="#">NORTH CAROLINA</a> | <a href="#">JSHRP, LLC</a><br>P: Ronak Patel<br><a href="#">2804 Bishop Brook Court</a><br><a href="#">Cary, NC 27519</a><br><a href="#">(910) 547-2097</a><br><a href="mailto:ronak.patel@firehousesubs.com">ronak.patel@firehousesubs.com</a>        | <a href="#">4200 Western Boulevard, Suite 110</a> | <a href="#">Jacksonville</a>  | <a href="#">NC 28546</a>      |
| NORTH CAROLINA                 | Sona & Veer, Inc.<br>P: Bivinder Pal<br>55 Trenton Drive<br>Kernersville, NC 27284<br>(336) 327-2749<br><a href="mailto:bivinder.pal@firehousesubs.com">bivinder.pal@firehousesubs.com</a>   | 2251 Spider Dr. NE                                | Kannapolis                    | NC 28083                      |

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| NORTH CAROLINA | Palmetto Sub House, LLC<br>P: Brian Hammond<br>807 East Main St.<br>Spartanburg, SC 29302<br>(864) 431-7713<br><a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>   | 417 Blowing Rock Blvd.           | Lenoir          | NC 28645                      |
| NORTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>10811-101 Eddings Drive</del><br><del>Charlotte, NC 28270</del><br><a href="mailto:lchandler@firehousesubs.com">474 Robin Song Court</a><br><a href="mailto:lchandler@firehousesubs.com">Blythewood, SC 29016</a><br>(843) 679-9633<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 5082 Kahn Drive                  | Lumberton       | NC 28358                      |
| NORTH CAROLINA | AP & RP, LLC<br>P: Larry Chandler<br><del>10811-101 Eddings Drive</del><br><a href="mailto:lchandler@firehousesubs.com">3222 Nancy Creek</a><br>Charlotte, NC 28270<br>(843) 679-9633<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>   | 1808 Windsor Square Dr.          | Matthews        | NC 28105                      |
| NORTH CAROLINA | Monroe SRG, LLC<br>P: Justin Scotto<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>   | 2319 W. Roosevelt Blvd., Suite D | Monroe          | NC 28110                      |
| NORTH CAROLINA | Mooresville SRG, LLC<br>P: Justin Scotto<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>  | 489 River Highway, Suite C       | Mooresville     | NC 28117                      |

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| NORTH CAROLINA | FE NO. 3, LLC<br>P: Mary Punch<br>1726 Pleasant Church Hill Road<br>Taylorsville, NC 28681<br>(828) 403-0176<br><a href="mailto:mary.punch@firehousesubs.com">mary.punch@firehousesubs.com</a>   | 905 N Green Street                          | Morganton       | NC 28655                      |
| NORTH CAROLINA | Best Development, Inc.<br>P: John Paul (JP) Best<br>212 Connie Circle<br>Goldsboro, NC 27530<br>(910) 617-4384<br><a href="mailto:jp.best@firehousesubs.com">jp.best@firehousesubs.com</a>   | 3123 Dr. ML King, Jr. Boulevard             | New Bern        | NC 28562                      |
| NORTH CAROLINA | AP & RP, LLC<br>P: Larry Chandler<br><del>10811-101 Eddings Drive</del><br><a href="mailto:lchandler@firehousesubs.com">3222 Nancy Creek Road</a><br>Charlotte, NC 28270<br>(843) 679-9633<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 9101 Pineville-Matthews <del>Red-Road</del> | Pineville       | NC 28134                      |
| NORTH CAROLINA | CRC Brier Creek, LLC<br>P: Amish Desai<br>4812 Dresden Village Dr.<br>Raleigh, NC 27604<br>(919) 806-3900<br><a href="mailto:amish.desai@firehousesubs.com">amish.desai@firehousesubs.com</a>  | 10251 Little Brier Creek Lane               | Raleigh         | NC 27617                      |
| NORTH CAROLINA | Meador Brothers, LLC<br>P: Paul Meador<br>92 Gill Lane<br>Fauquay Varina, NC 27526<br>(240) 715-7180<br><a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a>   | 4111 Ed Drive                               | Raleigh         | NC 27612                      |
| NORTH CAROLINA | CK Foods, Inc.<br>P: Cary Kasdorf<br>302 Annandale Drive<br>Cary, NC 27511<br>(919) 427-2920<br><a href="mailto:cary.kasdorf@firehousesubs.com">cary.kasdorf@firehousesubs.com</a>   | 7901 Falls of Neuse Road, Suite 133         | Raleigh         | NC 27615                      |

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| NORTH CAROLINA | OM Hot Subs, LLC<br>P: Aruna Patel<br>1512 Windjammer Ct.<br>Sanford, NC 27330<br>(919) 77-2996<br><a href="mailto:apatel@firehousesubs.com">apatel@firehousesubs.com</a>                                       | 3248 NC Route 87 S.   | Sanford         | NC 27330                      |
| NORTH CAROLINA | Tabor Foods, LLC<br>P: Louis Tabor<br>7133 Lipscomb Dr.<br>Wilmington, NC 28412<br>(910) 395-1370<br><a href="mailto:ltabor@firehousesubs.com">ltabor@firehousesubs.com</a>                                     | 3608 Oleander Dr.   | Wilmington      | NC 28403                      |
| NORTH CAROLINA | Tabor Foods, LLC<br>P: Louis Tabor<br>7133 Lipscomb Dr.<br>Wilmington, NC 28412<br>(910) 395-1370<br><a href="mailto:ltabor@firehousesubs.com">ltabor@firehousesubs.com</a>                                     | 5920 Carolina Beach Rd.                                       | Wilmington      | NC 28412                      |
| NORTH CAROLINA | Triad Hotspots, Inc.<br>P: Mark Whitley<br>205 South Stratford Road, Suite F<br>Winston-Salem, NC 27103<br>(336) 972-2051<br><a href="mailto:mark.whitley@firehousesubs.com">mark.whitley@firehousesubs.com</a> | 205 S. Stratford <del>Red</del> <a href="#">Road</a>          | Winston-Salem   | NC 27103                      |
| NORTH DAKOTA   | Cada Mada, LLC<br>P: Cathleen Thompson<br>2701 25 <sup>th</sup> Ave South<br>Fargo, ND 58103<br>(701) 371-9861<br><a href="mailto:cathie.thompson@firehousesubs.com">cathie.thompson@firehousesubs.com</a>      | 5675 26th <del>Ave</del> <a href="#">Avenue S</a>             | Fargo           | ND 58103                      |
| NORTH DAKOTA   | Cada Mada, LLC<br>P: Cathleen Thompson<br>2701 25 <sup>th</sup> Ave South<br>Fargo, ND 58103<br>(701) 371-9861<br><a href="mailto:cathie.thompson@firehousesubs.com">cathie.thompson@firehousesubs.com</a>      | 2650 32nd Avenue S., <del>Ste</del> <a href="#">Suite</a> F-1 | Grand Forks     | ND 58201                      |

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| NORTH DAKOTA         | DSK Properties, LLC<br>P: Denise Pardon<br>1630 14 <sup>th</sup> Avenue SW<br>Minot, ND 58701<br>(701) 721-5848<br><a href="mailto:denise.pardon@firehousesubs.com">denise.pardon@firehousesubs.com</a>   | 3112 16th Street SW, <del>Ste.</del> <a href="#">Suite D</a>    | Minot                       | ND 58701                      |
| <a href="#">OHIO</a> | <a href="#">SteamTowne, LLC</a><br>P: <a href="#">David D. Baker</a><br><a href="#">4301 Far Hills Avenue</a><br><a href="#">Kettering, OH 45429</a><br><a href="#">(937) 416-6847</a><br><a href="mailto:david.baker@firehousesubs.com">david.baker@firehousesubs.com</a>  | <a href="#">5239 Cornerstone North Boulevard</a>                | <a href="#">Centerville</a> | <a href="#">OH 45440</a>      |
| OHIO                 | First Responder Restaurant Group, LLC<br>P: Kevin Fryman<br>4232 Edinburgh Drive<br>Cincinnati, OH 45245<br>(513) 289-7499<br><a href="mailto:kevin.fryman@firehousesubs.com">kevin.fryman@firehousesubs.com</a>  | 7426 Beechmont Ave. #204  | Cincinnati                  | OH 45255                      |
| OHIO                 | Rescue Restaurant Group, LLC<br>P: Kevin Fryman<br>4232 Edinburgh Place<br>Cincinnati, OH 45425<br>(513) 528-4195<br><a href="mailto:kevin.fryman@firehousesubs.com">kevin.fryman@firehousesubs.com</a>   | 830 Eastgate South Drive  | Cincinnati                  | OH 45245                      |
| OHIO                 | <del>Yellow Submarines</del> <a href="#">Black Bear Restaurant Development, LLC</a><br>P: <del>Daniel Torrence</del> <a href="#">Thomas Martin</a><br><del>8193 Baywood Lane</del><br><a href="#">2630 South Kuther Road</a><br><del>Maineville, OH 45039</del> <a href="#">Sidney, OH 45365</a><br><del>(513) 600-8782</del> <a href="#">(937) 638-4746</a><br><del>dan.torrence@firehousesubs.com</del><br><a href="mailto:thomas.martin@firehousesubs.com">thomas.martin@firehousesubs.com</a> | 11711 Princeton Pike, <del>Ste.</del> <a href="#">Suite 461</a> | Cincinnati                  | OH 45246                      |

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| OHIO  | DRG of Grandview, LLC<br>P: Joe Dumbaugh<br>122 South Main Street<br>Mount Vernon, OH 43050<br>(740) 358-9637<br><a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>   | 955 W 5th Ave   | Columbus        | OH 43212                             |
| OHIO  | DRG of Polaris, LLC<br>P: Joe Dumbaugh<br>122 South Main Street<br>Mount Vernon, OH 43050<br>(740) 358-9637<br><a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>   | 2140 Polaris Pkwy   | Columbus        | OH 43240                             |
| OHIO  | PDSA, Inc.<br>P: Paul D. Belle<br>8177 Dolman Drive<br>Powell, OH 43065<br>(703) 728-5669<br><a href="mailto:pdelle@firehousesubs.com">pdelle@firehousesubs.com</a>   | 6454 Sawmill Rd.  | Columbus        | OH 43235                             |
| OHIO  | HAKV, LLC<br>P: Hinal Patel<br>8005 Crescent Drive<br>Lewis Center, OH 43035<br>(614) 264-7959<br><a href="mailto:hinal.patel@firehousesubs.com">hinal.patel@firehousesubs.com</a>  | 1511 Hilliard Rome Road   | Columbus        | OH 43228                             |
| OHIO  | <del>TDK Sub-Mission Brothers, L</del> LLC<br>P: <del>Ozzie Osman</del> <del>Dustin Koch</del><br><del>2793 Coltsbridge Drive</del> <del>4396 Haybury Drive</del><br><del>Lewis Center, OH 43035</del><br><del>New Albany, OH 43054</del><br><del>(613) 913-7815</del> <del>(614) 832-4208</del><br><del>ozzie.osman@firehousesubs.com</del> <del>dustin.koch@firehousesubs.com</del> | <del>1132 W. Henderson Road</del> <del>4994 North Hamilton, Space B</del> | Columbus        | OH <del>43220</del> <del>43230</del> |



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| OHIO                 | D&S Subs, LLC<br>P: David Grusenmeyer<br>8092 Chambersburg Rd.<br>Huber Heights, OH 45424<br>(937) 829-2316<br><a href="mailto:david.grusenmeyer@firehousesubs.com">david.grusenmeyer@firehousesubs.com</a>   | 8436 Old Troy Pike                  | Dayton                    | OH 45424                      |
| OHIO                 | D&S Subs, LLC<br>P: David Grusenmeyer<br>8092 Chambersburg Rd.<br>Huber Heights, OH 45424<br>(937) 829-2316<br><a href="mailto:david.grusenmeyer@firehousesubs.com">david.grusenmeyer@firehousesubs.com</a>   | 6 Oakwood Ave., Ste. A              | Dayton                    | OH 45409                      |
| <a href="#">OHIO</a> | <a href="#">D&amp;S Subs, LLC</a><br><a href="#">P: David Grusenmeyer</a><br><a href="#">8092 Chambersburg Rd.</a><br><a href="#">Huber Heights, OH 45424</a><br><a href="#">(937) 829-2316</a><br><a href="mailto:david.grusenmeyer@firehousesubs.com">david.grusenmeyer@firehousesubs.com</a> | <a href="#">1092 S. Main Street</a> | <a href="#">Englewood</a> | <a href="#">OH 45322</a>      |
| OHIO                 | MIK LLC 2<br>P: Matthew J. Mikola<br>5234 Rosalind Boulevard<br>Powell, OH 43065<br>(330) 524-8133<br><a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>  | 3023 West Market Street             | Fairlawn                  | OH 44333                      |
| OHIO                 | Trixie's Pickles, Inc.<br>P: Bret Friedrich<br>9393 Mayberry Rd.<br>Columbus Grove, OH 45830<br>(817) 658-6648<br><a href="mailto:bret.friedrich@firehousesubs.com">bret.friedrich@firehousesubs.com</a>  | 1978 Tiffin Ave.                    | Findlay                   | OH 45840                      |
| OHIO                 | Dumbaugh Restaurant Group, LLC<br>P: Joseph Dumbaugh<br>122 South Main Street<br>Mount Vernon, OH 43050<br>(740) 358-9637<br><a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>   | 406 Granville St.                   | Gahanna                   | OH 43230                      |

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| OHIO  | TDK Sub 1, LLC<br>P: Dustin Koch<br>4396 Haybury Drive<br>New Albany, OH 43054<br>(614) 832-4208<br><a href="mailto:dustin.koch@firehousesubs.com">dustin.koch@firehousesubs.com</a>   | 4994 North Hamilton, Space B                          | Gahanna          | OH 43230                      |
| OHIO  | D&S Leising, LLC<br>P: Sheila Leising<br>7135 N. County Road, 550 W.<br>Connersville, IN 47331<br>(317) 509-3898<br><a href="mailto:sheila.leising@firehousesubs.com">sheila.leising@firehousesubs.com</a>   | 3195 Princeton Road                                   | Hamilton         | OH 45011                      |
| OHIO  | J, D & N Subs, LLC<br>P: Paul Robben<br>3897 Bear Lane<br>Cleves, OH 45030<br>(513) 314-8023<br><a href="mailto:paul.robber@firehousesubs.com">paul.robber@firehousesubs.com</a>   | 10467 Harrison Avenue                                 | Harrison         | OH 45030                      |
| OHIO  | Steam Towne, LLC<br>P: David Baker<br><del>6557 Foxtail Lane</del><br><a href="#">4301 Far Hills Avenue</a><br><del>Liberty Township, OH 45044</del> <a href="#">Kettering, OH 45429</a><br>(937) 416-6847<br><a href="mailto:david.baker@firehousesubs.com">david.baker@firehousesubs.com</a> | 4301 Far Hills <del>Ave.</del> <a href="#">Avenue</a> | Kettering        | OH 45429                      |
| OHIO  | FHS of Cleveland, LLC<br>P: Nicholas Kalafatis<br>1207 Oakridge Drive<br>Cleveland Heights, OH 44121<br>(216) 533-2650<br><a href="mailto:nick.kalafatis@firehousesubs.com">nick.kalafatis@firehousesubs.com</a>   | 6232 Mayfield Rd.                                     | Mayfield Heights | OH 44124                      |

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| OHIO        | LAB 26.2, LLC<br>P: Diane Gregg<br>366 Kathleen Drive<br>Jefferson, OH 44047<br>(440) 812-2233<br><a href="mailto:diane.gregg@firehousesubs.com">diane.gregg@firehousesubs.com</a>   | 9209 Mentor Ave.               | Mentor             | OH 44060                      |
| OHIO        | TDs Restaurant Group, LLC<br>P: David Yohe<br>903 Glyn Owen Court<br>Newark, OH 43055<br>(740) 348-6909<br><a href="mailto:david.yohe@firehousesubs.com">david.yohe@firehousesubs.com</a>  | 1222 N 21 <sup>st</sup> Street | Newark             | OH 43055                      |
| OHIO        | RJ Subs, LLC<br>P: Robert Rusgo<br>3914 Fairwood Drive<br>Sylvania, OH 43560<br>(419) 704-6857<br><a href="mailto:rob.rusgo@firehousesubs.com">rob.rusgo@firehousesubs.com</a>   | 3246 Navarre Avenue            | Oregon             | OH 43616                      |
| OHIO        | DRG of Pickerington, LLC<br>P: Joseph Dumbaugh<br>122 South Main Street<br>Mt. Vernon, OH 43050<br>(740) 358-9637<br><a href="mailto:joe.dumbaugh@firehousesubs.com">joe.dumbaugh@firehousesubs.com</a>  | 152 Clint Drive                | Pickerington       | OH 43147                      |
| <u>OHIO</u> | <u>KAYLOG LLC</u><br><u>P: Carrie A. Timic</u><br><u>4283 W 226<sup>th</sup> Street</u><br><u>Fairview Park, OH 44126</u><br><u>440-779-0511</u><br><u><a href="mailto:carrie.timic@firehousesubs.com">carrie.timic@firehousesubs.com</a></u>                | <u>21860 Center Ridge Road</u> | <u>Rocky River</u> | <u>OH 44116</u>               |
| <u>OHIO</u> | <u>Black Bear Restaurant Development, LLC</u><br><u>P: Thomas Martin</u><br><u>2630 South Kuther Road</u><br><u>Sidney, OH 45365</u><br><u>(937) 638-4746</u><br><u><a href="mailto:thomas.martin@firehousesubs.com">thomas.martin@firehousesubs.com</a></u> | <u>2034 W. Michigan Street</u> | <u>Sidney</u>      | <u>OH 45365</u>               |

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| OHIO     | MIK, LLC<br>P: Matt Mikola<br>5234 Rosalind Boulevard<br>Powell, OH 43065<br>(330) 524-8133<br><a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>  | <del>172000</del> 17250 Royalton Road | Strongsville    | OH 44136                      |
| OHIO     | AEE Subs, Inc.<br>P: Rob Rusgo<br>3914 Fairwood Drive<br>Sylvania, OH 43560<br>(419) 704-6857<br><a href="mailto:rob.rusgo@firehousesubs.com">rob.rusgo@firehousesubs.com</a>  | 5208-A Monroe St.                     | Toledo          | OH 43623                      |
| OHIO     | Smokey Three, LLC<br>P: Charles Fryman<br>5139 Chukker Point Lane<br>Cincinnati, OH 45244<br>(317) 694-2005<br><a href="mailto:cfryman@firehousesubs.com">cfryman@firehousesubs.com</a>  | 7770 Dudley Drive                     | West Chester    | OH 45069                      |
| OKLAHOMA | Oklahoma Bucket Brigade, LLC<br>P: Jason Steele<br><del>2396 Wildeast Creek Blvd.</del><br><del>P.O. Box 1150</del><br><del>Springdale, AR 72762</del><br><del>Tontitown, AR</del><br><del>72770</del><br>(479) 409-3612<br><a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a> | 1124 North 9 <sup>th</sup> Street     | Broken Arrow    | OK 74012                      |
| OKLAHOMA | Distinctive Brands, LLC<br>P: Brandon Birdwell<br>4701 Crusader Ave.<br>Edmond, OK 73025<br>(405) 612-4639<br><a href="mailto:brandon.birdwell@firehousesubs.com">brandon.birdwell@firehousesubs.com</a>   | 1597 S. Broadway                      | Edmond          | OK 73013                      |

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| OKLAHOMA | One of We Holdings, LLC<br>P: Alicia Hughes<br>508 E Grant Ave.<br>Guthrie, OK 73044<br>(405) 655-5450<br><a href="mailto:alicia.hughes@firehousesubs.com">alicia.hughes@firehousesubs.com</a>                 | 1301 S. 135 Service Rd. Suite 104 | Moore           | OK 73160                      |
| OKLAHOMA | Costello Investments, LLC<br>P: Jim Costello<br>2309 Forest Rd. Circle<br>Norman, OK 73026<br>(405) 206-7127<br><a href="mailto:jim.costello@firehousesubs.com">jim.costello@firehousesubs.com</a>             | 320 12th Ave SE Suite 120         | Norman          | OK 73071                      |
| OKLAHOMA | Distinctive Brands, LLC<br>P: Brandon Birdwell<br>4701 Crusader Ave.<br>Edmond, OK 73065<br>(405) 612-4639<br><a href="mailto:brandon.birwell@firehousesubs.com">brandon.birwell@firehousesubs.com</a>         | 5959 NW Expressway                | Oklahoma City   | OK 73132                      |
| OKLAHOMA | P C Heer Holdings, Inc.<br>P: Paul Heer<br>10003 Kay Ridge<br>Yukon, OK 73099<br>(405) 888-0881<br><a href="mailto:paul.heer@firehousesubs.com">paul.heer@firehousesubs.com</a>                                | 2410 W. Memorial Rd. Ste. A       | Oklahoma City   | OK 73134                      |
| OKLAHOMA | Distinctive Brands III, LLC<br>P: Brandon Birdwell<br>4701 Crusader Avenue<br>Edmond, OK 73025<br>(405) 612-4639<br><a href="mailto:brandon.birdwell@firehousesubs.com">brandon.birdwell@firehousesubs.com</a> | 5924 SW 3 <sup>rd</sup> Street    | Oklahoma City   | OK 73127                      |

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| OKLAHOMA | <del>Distinctive Brands - Oklahoma Bucket Brigade, LLC</del><br>P: <del>Brandon Birdwell</del> <a href="mailto:jason.steele@firehousesubs.com">Jason Steele</a><br><del>4701 Crusader Ave.</del><br><del>Edmond, OK 73025</del><br><del>P.O. Box 1150</del><br><del>Tontitown, AR 72770</del><br><del>(405) 612-4639</del> <a href="tel:409-0736">409-0736</a><br><del>brandon.birdwell@firehousesubs.com</del><br><a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a> | <del>95309538</del> N. Garnett <del>Red Road</del> | Owasso          | OK 74055                      |
| OKLAHOMA | Distinctive Brands, LLC<br>P: Brandon Birdwell<br>4701 Crusader Ave.<br>Edmond, OK 73065<br>(405) 612-4639<br><a href="mailto:brandon.birwell@firehousesubs.com">brandon.birwell@firehousesubs.com</a>  | 524 W. 6th Ave.                                    | Stillwater      | OK 74074                      |
| OKLAHOMA | Oklahoma Bucket Brigade, LLC<br>P: Jason Steele<br><del>2396 Wildeast Creek Blvd.</del><br><del>P.O. Box 1150</del><br><del>Springdale, AR 72762</del> <a href="mailto:jsteele@firehousesubs.com">Tontitown, AR</a><br><del>72770</del><br>(479) 409-0736<br><a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>   | 6630 S. Memorial Dr.                               | Tulsa           | OK 74133                      |
| OKLAHOMA | Tulsa Rescue, LLC<br>P: Jason Steele<br><del>2396 Wildeast Creek Blvd.</del><br><del>Springdale, AR 72762</del><br><del>6630 S. Memorial Drive</del><br><del>Tulsa, OK 74133</del><br>(479) 409-3612<br><a href="mailto:jsteele@firehousesubs.com">jsteele@firehousesubs.com</a>  | 7030 South Lewis Ave., Suite A                     | Tulsa           | OK 74136                      |

| STATE                  | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                       | RESTAURANT CITY           | RESTAURANT STATE AND ZIP CODE |
|------------------------|---|---|---------------------------|-------------------------------|
| OREGON                 | V1 Restaurant Group, LLC<br>P: Brandon C. Ensley<br><del>16001 NE 41<sup>st</sup>-<br/>Vancouver, WA 98682</del><br><a href="#">2755 SW Cedar Hills Boulevard<br/>Suite 102<br/>Beaverton, OR 97005</a><br>(425) 359-8237<br><a href="mailto:brandon.ensley@firehousesubs.com">brandon.ensley@firehousesubs.com</a> | 2755 SW Cedar Hills Blvd, Suite 102             | Beaverton                 | OR 97005                      |
| <a href="#">OREGON</a> | <a href="#">V1 Restaurant Group, LLC<br/>P: Brandon C. Ensley<br/>2755 SW Cedar Hills Boulevard<br/>Suite 102<br/>Beaverton, OR 97005<br/>(425) 359-8237<br/>brandon.ensley@firehousesubs.com</a>   | <a href="#">9120 SW Hall Boulevard, Suite C</a> | <a href="#">Beaverton</a> | <a href="#">OR 97223</a>      |
| OREGON                 | River City Subs, Inc.<br>P: Jennifer Pettit<br>15885 SE Kingbird Drive<br>Happy Valley, OR 97015<br>(503) 539-8647<br><a href="mailto:jenny.pettit@firehousesubs.com">jenny.pettit@firehousesubs.com</a>  | 2442 SE Burnside Road                           | Gresham                   | OR 97080                      |
| <a href="#">OREGON</a> | <a href="#">RKS Enterprises, Inc.<br/>P: Richard P. Summers<br/>2677 Beall Lane<br/>Central Point, OR 97502<br/>(541) 944-2208<br/>richard.summers@firehousesubs.com</a>  | <a href="#">625 Medford Center</a>              | <a href="#">Medford</a>   | <a href="#">OR 97504</a>      |
| OREGON                 | Roland Investments, Inc.<br>P: Phillip Roland<br>2030 N. Vine Street<br>Canby, OR 97013<br>(702) 809-3289<br><a href="mailto:phillip.roland@firehousesubs.com">phillip.roland@firehousesubs.com</a>   | 3810 Commercial Street SE                       | Salem                     | OR 97302                      |

| STATE                        | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                    | RESTAURANT CITY                 | RESTAURANT STATE AND ZIP CODE |
|------------------------------|---|--|---------------------------------|-------------------------------|
| OREGON                       | River Valley Hot Subs, LLC<br>P: Balwinder Khatra<br>20948 Rodax Street<br>Canoga Park, CA<br>(818) 312-5185<br><a href="mailto:balwinder.khatra@firehousesubs.com">balwinder.khatra@firehousesubs.com</a>  | 2820 Gateway Street, Suite MT-104            | Springfield                     | OR 97477                      |
| OREGON                       | V1 Restaurant Group, LLC<br>P: Brandon C. Ensley<br><del>16001 NE 41<sup>st</sup> Avenue</del><br><del>Vancouver, WA 98682</del><br><a href="mailto:brandon.ensley@firehousesubs.com">2755 SW Cedar Hills Boulevard</a><br><a href="mailto:brandon.ensley@firehousesubs.com">Suite 102</a><br><a href="mailto:brandon.ensley@firehousesubs.com">Beaverton, OR 97005</a><br>(425) 359-8237<br><a href="mailto:brandon.ensley@firehousesubs.com">brandon.ensley@firehousesubs.com</a> | 7665 SW Nyberg Street                        | Tualatin                        | OR 97062                      |
| <a href="#">PENNSYLVANIA</a> | <a href="#">Chandlers Heros LLC</a><br>P: Frederick R. Chandler<br><a href="#">4 Willow Pond Drive</a><br><a href="#">East Stroudsburg, PA 18301</a><br>(570) 801-1617<br><a href="mailto:frederick.chandler@firehousesubs.com">frederick.chandler@firehousesubs.com</a>  | <a href="#">1824 Airport Road</a>            | <a href="#">Allentown</a>       | <a href="#">PA 18109</a>      |
| <a href="#">PENNSYLVANIA</a> | <a href="#">LohBros, LLC</a><br>P: Mark R. Lohkamp<br><a href="#">3 Chilton Road</a><br><a href="#">Wilmington, DE 19803</a><br>(978) 808-2229<br><a href="mailto:mrlohkamp@yahoo.com">mrlohkamp@yahoo.com</a>  | <a href="#">4824 Edgemont Avenue</a>         | <a href="#">Brookhaven</a>      | <a href="#">PA 19015</a>      |
| <a href="#">PENNSYLVANIA</a> | <a href="#">S &amp; L Foods, LLC</a><br>P: Stephen D. Reyburn<br><a href="#">407 Worth Court</a><br><a href="#">Cranberry Township, PA 16066</a><br>(412) 889-1278<br><a href="mailto:steve.reyburn@firehousesubs.com">steve.reyburn@firehousesubs.com</a>  | <a href="#">620 Butler Crossing, Suite 1</a> | <a href="#">Butler Township</a> | <a href="#">PA 16001</a>      |



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|------------------------------|--|---|---|---|
| PENNSYLVANIA                 | <del>Red Flame, LLC</del> M & M Restaurant Group, Inc.<br>P: <del>Charles Prentis</del> <a href="mailto:Marcus.Odell@firehousesubs.com">Marcus Odell</a><br><del>3061 Timothy Rd.</del><br><del>Bellmore, NY 11710</del><br><a href="mailto:chuck.prentis@firehousesubs.com">1320 W. Market Street, Suite 3</a><br><a href="mailto:marcus.odell@firehousesubs.com">York, PA 17404</a><br><del>(631) 377-0338</del> (407) 923-2388<br><del>chuck.prentis@firehousesubs.com</del><br><del>marcus.odell@firehousesubs.com</del> | <del>1824 Airport Rd.</del> <a href="#">10 Noble Boulevard, Suite 5</a> | <del>Allentown</del> <a href="#">Carlisle</a> | PA <del>18109</del> <a href="#">17013</a> |
| PENNSYLVANIA                 | The Pendula Group, LLC<br>P: Matt Liggett<br>13940 Mystic Rock Rd.<br>Columbiana, OH 44408<br>(724) 822-2244<br><a href="mailto:matt.liggett@firehousesubs.com">matt.liggett@firehousesubs.com</a>   | 20436 US Hwy. 19  | Cranberry Township                            | PA 16066                                  |
| <a href="#">PENNSYLVANIA</a> | <a href="#">Moon and Charlton, LLC</a><br>P: <a href="#">Byron J. Moon, III</a><br><a href="#">3106 Buffalo Road</a><br><a href="#">Erie, PA 16510</a><br><a href="#">(814) 860-6338</a><br><a href="mailto:byron.moon@firehousesubs.com">byron.moon@firehousesubs.com</a>   | <a href="#">2203 West 12th Street</a>                                   | <a href="#">Erie</a>                          | <a href="#">PA 16510</a>                  |
| PENNSYLVANIA                 | R & R Enterprise of Philadelphia, Inc.<br>P: Robert Lowe<br>2003 W Street Rd.<br>West Chester, PA 19382<br>(302) 332-0020<br><a href="mailto:bob.lowe@firehousesubs.com">bob.lowe@firehousesubs.com</a>  | 235 Lancaster Ave.  | Frazer  | PA 19355                                  |
| PENNSYLVANIA                 | IMOJOEL, INC.<br>P: John Kramer<br>2 Benjamin Drive<br>Jeannette, PA 15644<br>(724) 454-7914<br><a href="mailto:john.kramer@firehousesubs.com">john.kramer@firehousesubs.com</a>   | 5109-B Route 30   | Greensburg                                    | PA 15601                                  |

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| PENNSYLVANIA                 | Mojo Foods, Inc,<br>P: Melissa Kreutzberger<br>347 Southmont Blvd.<br>Johnstown, PA 15905<br>(814) 242-4250<br><a href="mailto:melissa.kreutzberger@firehousesubs.com">melissa.kreutzberger@firehousesubs.com</a>   | 1513 Scalp Ave., Suite 60                      | Johnstown                  | PA 15904                      |
| <a href="#">PENNSYLVANIA</a> | <a href="#">Baluga Bay Enterprise, LLC</a><br>P: <a href="#">Loretta Mehiel</a><br><a href="#">34 Saratoga Court</a><br><a href="#">Hanover, Pennsylvania 17331</a><br><a href="#">(717) 479-0858</a><br><a href="mailto:loretta.mehiel@firehousesubs.com">loretta.mehiel@firehousesubs.com</a> | <a href="#">120 Rohrerstown Road, Suite 8A</a> | <a href="#">Lancaster</a>  | <a href="#">PA 17603</a>      |
| PENNSYLVANIA                 | KRA Enterprises, LLC<br>P: Abeer Kronawetter<br>182 Fireside Drive<br>McMurray, PA 15317<br>(724) 288-8948<br><a href="mailto:abeer.kronawetter@firehousesubs.com">abeer.kronawetter@firehousesubs.com</a>  | 126 Gallery Drive                              | McMurray                   | PA 15317                      |
| PENNSYLVANIA                 | B&D Robinson 1, LLC<br>P: Robert Lingsch<br>5090 Ridge Road<br>Courtland, OH 44410<br>(330) 608-7003<br><a href="mailto:robert.lingsch@firehousesubs.com">robert.lingsch@firehousesubs.com</a>  | 320 McHolme Drive                              | Pittsburgh                 | PA 15275                      |
| <a href="#">PENNSYLVANIA</a> | <a href="#">Squad 8 LLC</a><br>P: <a href="#">Angela Swartz</a><br><a href="#">4517 Lebanon Church Road</a><br><a href="#">West Mifflin, PA 15122</a><br><a href="#">(412) 251-1687</a><br><a href="mailto:angela.swartz@firehousesubs.com">angela.swartz@firehousesubs.com</a>                 | <a href="#">378 Washington Road</a>            | <a href="#">Washington</a> | <a href="#">PA 15301</a>      |
| PENNSYLVANIA                 | M & M Restaurant Group, Inc.<br>P: Marcus Odell<br>1320 West Market Street, Ste. 3<br>Pennsylvania, PA 17404<br>(407) 923-2388<br><a href="mailto:marcus.odell@firehousesubs.com">marcus.odell@firehousesubs.com</a>  | 1665 State Hill Rd. Suite 470                  | Wyomissing                 | PA 19610                      |

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| PENNSYLVANIA | Krick24, LLC<br>P: Kristal Eckert<br>1761 2 <sup>nd</sup> Ave.<br>York, PA 17403<br>(717) 577-4276<br><a href="mailto:kristal.eckert@firehousesubs.com">kristal.eckert@firehousesubs.com</a> | 310 Town Center Drive                            | York            | PA 17408                      |
| PENNSYLVANIA | Krick24, LLC<br>P: Kristal Eckert<br>1761 2nd Avenue<br>York, PA 17403<br>(717) 577-4276<br><a href="mailto:kristal.eckert@firehousesubs.com">kristal.eckert@firehousesubs.com</a>           | 2531 East Market Street                          | York            | PA 17402                      |
| PUERTO RICO  | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>       | Carr #2 Int. 107 Lote E<br>Aguadilla Town Center | Aguadilla       | PR 00603                      |
| PUERTO RICO  | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>       | Carretera 830 Km 0.5 Barrio Cerro Gordo          | Bayamon         | PR 00957                      |
| PUERTO RICO  | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>       | Intersection of 156 & Los Prados Blvd.           | Caguas          | PR 00727                      |

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| PUERTO RICO | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                                   | Carretera #KM 17.8, Local 18B   | Canovanas       | PR 00729                      |
| PUERTO RICO | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                                   | Perez Hermanos Plaza Carretera #1<br>KM 56.2                            | Cayey           | PR 00736                      |
| PUERTO RICO | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                                   | State Rd 3 Carr. 698  | Dorado          | PR 00646                      |
| PUERTO RICO | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                                   | Ave Gonzalez Giusti   | Guaynabo        | PR 00968                      |
| PUERTO RICO | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                                   | Los Jardines de Guaynabo Mall<br>Marginal Expreso Martinez Nadal<br>21B | Guaynabo        | PR 00969                      |
| PUERTO RICO | <del>Latin America Subs</del> Puerto Rico 5 Alarm,<br>LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a> | Intersection of SR 30 with SR 31  | Juncos          | PR 00777                      |

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|----------------|---|--|-----------------|-------------------------------|
| PUERTO RICO    | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                  | 525 FD Roosevelt Ave                   | San Juan        | PR 00918                      |
| PUERTO RICO    | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                  | Los Palacios Mall<br>Carretera 167 KM  | Toa Baja        | PR 00953                      |
| PUERTO RICO    | Latin America Subs, LLC<br>P: Aniceto Solares<br>P.O. Box 366999<br>San Juan, PR 00936<br>(787) 220-4127<br><a href="mailto:asolares@firehousesubs.com">asolares@firehousesubs.com</a>                  | Carretera #2 KM 39.3<br>Las Vegas Mall | Vega Baja       | PR 00693                      |
| SOUTH CAROLINA | Downey Foods, LLC<br>P: Kirk Downey<br>180 Arrowhead Lake Rd.<br>N. Augusta, SC 28960<br>(803) 215-3768<br><a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>                     | 152 S. Aiken Lane                      | Aiken           | SC 29803                      |
| SOUTH CAROLINA | Downey Foods, LLC<br>P: Kirk Downey<br>180 Arrowhead Lake Rd.<br>N. Augusta, SC 28960<br>(803) 215-3768<br><a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>                     | 3555 Richland Ave. W.                  | Aiken           | SC 29801                      |
| SOUTH CAROLINA | Smoke-N-Arrows Restaurant Group, LLC<br>P: Shelton Pace<br>3321 N. Main Street, Suite D<br>Anderson, SC 29621<br>(864) 415-4858<br><a href="mailto:space@firehousesubs.com">space@firehousesubs.com</a> | 3321 N. Main St., Ste. D               | Anderson        | SC 29621                      |

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|--------------------------------|---|---|------------------------|-------------------------------|
| SOUTH CAROLINA                 | Mama Vilas Sandwich Works, LLC<br>P: Mitul Desai<br>P.O. Box 0993.<br>Beaufort, SC 29901<br>(843) 986-8300<br><a href="mailto:mdesai@firehousesubs.com">mdesai@firehousesubs.com</a>  | 2219 Boundary Street                    | Beaufort               | SC 29902                      |
| SOUTH CAROLINA                 | <del>MTM Subs 1, Sir Edward and the Pznots,</del><br>LLC<br>P: <del>Frank J. McDonough</del> <a href="mailto:MitulDesai@firehousesubs.com">Mitul Desai</a><br><del>11 Mallard Street</del><br><a href="mailto:MitulDesai@firehousesubs.com">16 Sunrise Boulevard</a><br><del>Hilton Head Island, SC 29228</del> <a href="mailto:MitulDesai@firehousesubs.com">Beaufort, SC</a><br><a href="mailto:MitulDesai@firehousesubs.com">29907</a><br>(843) <del>298-2418</del> <a href="tel:843-2418986">986-8300</a><br><del>mmedonough@firehousesubs.com</del> <a href="mailto:mmituldesai@firehousesubs.com">mmituldesai@firehousesubs.com</a> | 32 Malphrus <del>Red Road</del>         | Bluffton               | SC 29910                      |
| SOUTH CAROLINA                 | Fire Brigade Restaurant Group, Inc.<br>P: Iraj Ghorbani<br><del>450 Ashley Oaks Dr.</del><br><a href="mailto:ogorbani@firehousesubs.com">781 E. Long Bay Drive</a><br><del>Moore, SC 29369</del> <a href="mailto:ogorbani@firehousesubs.com">Inman, SC 29349</a><br>(864) 357-8952<br><a href="mailto:ogorbani@firehousesubs.com">ogorbani@firehousesubs.com</a>  | 3605 Boiling Springs Rd., Hwy. 9        | Boiling Springs        | SC 29316                      |
| <a href="#">SOUTH CAROLINA</a> | <a href="#">TLC Enterprises, LLC</a><br>P: <a href="#">Larry Chandler</a><br><a href="#">474 Robin Song Court</a><br><a href="#">Blythewood, SC 29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>   | <a href="#">2184-B W. DeKalb Street</a> | <a href="#">Camden</a> | <a href="#">SC 29020</a>      |
| SOUTH CAROLINA                 | Second Alarm Restaurant Group, Inc.<br>P: Kevin Hatton<br>1722 Villa Maison<br>Mt. Pleasant, SC 29464<br>(843) 532-1516<br><a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a>   | 1836 Ashley River Rd., Ste. 170         | Charleston             | SC 29407                      |

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| SOUTH CAROLINA            | Nolox, LLC<br>P: Kevin Hatton<br>1722 Villa Maison<br>Mt. Pleasant, SC 29464<br>(843) 532-1516<br><a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a>   | 3032 W. Montague, Unit 104  | Charleston          | SC 29418                                  |
| SOUTH CAROLINA            | Palmetto Subhouse, LLC<br>P: Brian Hammond<br>807 Main St.<br>Spartanburg, SC 29302<br>(864) 431-7713<br><a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>  | 385 College <del>Ave.</del> <a href="#">Avenue</a>                | Clemson             | SC 29631                                  |
| <del>SOUTH CAROLINA</del> | <del>TLC Enterprises, LLC<br/>P: Larry Chandler<br/>2108 South Irby Street, Suite 3<br/>Florence, SC 29505<br/>(404) 290-9044<br/><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a></del>   | <del>633 Main St.</del>   | <del>Columbia</del> | <del>SC 29201</del>                       |
| SOUTH CAROLINA            | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | <del>150-A Harbison Blvd.</del> <a href="#">633 Main Street</a>   | Columbia            | SC <del>29212</del> <a href="#">29201</a> |
| SOUTH CAROLINA            | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | <del>3250 Forest Drive</del> <a href="#">150-A Harbison Blvd.</a> | Columbia            | SC <del>29204</del> <a href="#">29212</a> |

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| SOUTH CAROLINA                 | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC 29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | <del>10136-B Two Notch Rd.</del> <a href="#">3250 Forest Drive</a>           | Columbia                 | SC <del>29229</del> <a href="#">29204</a> |
| SOUTH CAROLINA                 | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC 29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | <del>4546 Hardscrabble Rd.</del> <a href="#">1516 Ellie Drive, Suite 104</a> | Columbia                 | SC <del>29229</del> <a href="#">29203</a> |
| <a href="#">SOUTH CAROLINA</a> | <a href="#">TLC Enterprises, LLC</a><br><a href="#">P: Larry Chandler</a><br><a href="#">474 Robin Song Court</a><br><a href="#">Blythewood, SC 29016</a><br><a href="#">(404) 290-9044</a><br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>                             | <a href="#">10136-B Two Notch Road</a>                                       | <a href="#">Columbia</a> | <a href="#">SC 29229</a>                  |
| <a href="#">SOUTH CAROLINA</a> | <a href="#">TLC Enterprises, LLC</a><br><a href="#">P: Larry Chandler</a><br><a href="#">474 Robin Song Court</a><br><a href="#">Blythewood, SC 29016</a><br><a href="#">(404) 290-9044</a><br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a>                             | <a href="#">4546 Hardscrabble Road</a>                                       | <a href="#">Columbia</a> | <a href="#">SC 29229</a>                  |
| SOUTH CAROLINA                 | Station 24, Inc.<br>P: Patricia Lepore<br>608 Heritage Drive<br>Pawleys Island, SC 29585<br>(843) 446-3517<br><a href="mailto:pat.lepore@firehousesubs.com">pat.lepore@firehousesubs.com</a>  | 152-A Middle Ridge <del>Ave.</del> <a href="#">Avenue</a>                    | Conway                   | SC 29526                                  |



| STATE          | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                          | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|----------------|--|--|-----------------|-------------------------------|
| SOUTH CAROLINA | Fire Brigade Restaurant Group, Inc.<br>P: Iraj Ghorbani<br>450 Ashley Oaks Dr.<br>Moore, SC 29369<br>(864) 357-8952<br><a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>  | 1634 E. Main <del>St.</del> <a href="#">Street</a> | Duncan          | SC 29334                      |
| SOUTH CAROLINA | Palmetto Sub House, LLC<br>P: Brian Hammond<br>807 Main St.<br>Spartanburg, SC 29302<br>(864) 431-7713<br><a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>   | 6310 Calhoun Memorial Hwy.                         | Easley          | SC 29640                      |
| SOUTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 2108 S. Irby St., Ste. 3                           | Florence        | SC 29505                      |
| SOUTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 3007-B West Radio Drive                            | Florence        | SC 29501                      |
| SOUTH CAROLINA | T&T Subs, Inc.<br>P: Tracy Blanton<br>269 Beaver Dam Road<br>Gaffney, SC 29341<br>(964) 761-6099<br><a href="mailto:tracy.blanton@firehousesubs.com">tracy.blanton@firehousesubs.com</a>   | 1542 W. Floyd Baker Blvd.                          | Gaffney         | SC 29341                      |

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| SOUTH CAROLINA | Goldsmith Development, Inc.<br>P: Elliott Goldsmith<br>P.O. Box 8757<br>Greenville, SC 29604<br>(864) 363-5620<br><a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a> | 765 Haywood Road, Suite B-3    | Greenville      | SC 29607                      |
| SOUTH CAROLINA | Goldsmith Development, Inc.<br>P: Elliott Goldsmith<br>P.O. Box 8757<br>Greenville, SC 29604<br>(864) 363-5620<br><a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a> | 3935 Pelham Rd.                | Greenville      | SC 29615                      |
| SOUTH CAROLINA | Goldsmith Development, Inc.<br>P: Elliott Goldsmith<br>P.O. Box 8757<br>Greenville, SC 29604<br>(864) 363-5620<br><a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a> | 1781 Woodruff Rd.              | Greenville      | SC 29607                      |
| SOUTH CAROLINA | Downey Foods, LLC<br>P: Kirk Downey<br>180 Arrowhead Lake Rd.<br>N. Augusta, SC 28960<br>(803) 215-3768<br><a href="mailto:kdowney@firehousesubs.com">kdowney@firehousesubs.com</a>              | 310 Highway 72 Bypass NW       | Greenwood       | SC 29649                      |
| SOUTH CAROLINA | Goldsmith Development, Inc.<br>P: Elliott Goldsmith<br>P.O. Box 8757<br>Greenville, SC 29604<br>(864) 363-5620<br><a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a> | 1205-A West Wade Hampton Blvd. | Greer           | SC 29650                      |

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| SOUTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 7467 St. Andrews <del>Rd.</del> <a href="#">Road</a> | Irmo            | SC 29063                      |
| SOUTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 109 Old Chapin <del>Rd.</del> <a href="#">Road</a>   | Lexington       | SC 29072                      |
| SOUTH CAROLINA | Goldsmith Development, Inc.<br>P: Elliott Goldsmith<br>P.O. Box 8757<br>Greenville, SC 29604<br>(864) 363-5620<br><a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>   | 301 W. Butler Rd., Unit C                            | Mauldin         | SC 29662                      |
| SOUTH CAROLINA | <del>Second Alarm Restaurant Group, Inc.</del> <a href="#">AJ Hatton, LLC</a><br>P: Kevin Hatton<br>1722 Villa Maison<br>Mt. Pleasant, SC 29464<br>(843) 532-1516<br><a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a>  | 623 Johnnie Dodds Blvd.                              | Mount Pleasant  | SC 29465                      |
| SOUTH CAROLINA | Fireside Restaurant Company, Inc.<br>P: Steven Duncan<br>P.O. Box 50820<br>Myrtle Beach, SC 29579<br>(843) 236-8089<br><a href="mailto:sduncan@firehousesubs.com">sduncan@firehousesubs.com</a>  | 1211 38th Ave. N.                                    | Myrtle Beach    | SC 29577                      |

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| SOUTH CAROLINA | Fireside Restaurant Company, Inc.<br>P: Steven Duncan<br>P.O. Box 50820<br>Myrtle Beach, SC 29579<br>(843) 236-8089<br><a href="mailto:sduncan@firehousesubs.com">sduncan@firehousesubs.com</a>     | 5407 Dick Pond Rd.                  | Myrtle Beach       | SC 29588                      |
| SOUTH CAROLINA | FH Augusta, LLC<br>P: Larry Richard<br>4353 Pine Valley Drive<br>Bessemer, AL 35022<br>(205) 441-2722<br><a href="mailto:lrichard@firehousesubs.com">lrichard@firehousesubs.com</a>                 | 1237 Knox Ave. N.                   | North Augusta      | SC 29841                      |
| SOUTH CAROLINA | Second Alarm Restaurant Group, Inc.<br>P: Kevin Hatton<br>1722 Villa Maison<br>Mt. Pleasant, SC 29464<br>(843) 532-1516<br><a href="mailto:khatton@firehousesubs.com">khatton@firehousesubs.com</a> | 7250 Rivers Ave., Bldg. 200, Ste. 5 | North Charleston   | SC 29406                      |
| SOUTH CAROLINA | Three Alarm Subs, Inc.<br>P: Bryan Paquin<br>560 Hwy 17 North<br>N. Myrtle Beach, SC 29582<br>(904) 591-7581<br><a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>            | 8966 University Blvd., Suite 101    | North Charleston   | SC 29406                      |
| SOUTH CAROLINA | Three Alarm Subs, Inc.<br>P: Bryan Paquin<br>560 Highway 17 North<br>North Myrtle Beach, SC 29582<br>(904) 591-7581<br><a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>     | 560 Highway 17 N.                   | North Myrtle Beach | SC 29582                      |
| SOUTH CAROLINA | Goldsmith Development, LLC<br>P: Elliott Goldsmith<br>PO Box 8757<br>Greenville, SC 29604<br>(864) 363-5620<br><a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>       | 3427 Highway 153                    | Powdersville       | SC 29673                      |

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| SOUTH CAROLINA | Tiricorp Enterprises, Inc.<br>P: Robert Tirinato<br>1411 Plantation Hills Drive<br>Rock Hill, SC 29732<br>(803) 322-0834<br><a href="mailto:robert.tirinato@firehousesubs.com">robert.tirinato@firehousesubs.com</a>   | 1969 Canterbury Glen Lane, Suite 108 | Rock Hill       | SC 29730                      |
| SOUTH CAROLINA | <del>R-W Restaurants-2,</del> <a href="#">MCS Food Services, Inc.</a><br>P: <del>Rashaad Woods</del> <a href="#">Craig Stephens</a><br><del>5501 Executive Center Drive, Suite 238</del><br><del>Charlotte, NC 28212</del><br><del>106 Treyburn Circle</del><br><del>Irmo, SC 29063</del><br><del>(704) 965-8842</del> (803) 530-1871<br><del>rashaad.woods@firehousesubs.com</del> <a href="mailto:craig.stephens@firehousesubs.com">craig.stephens@firehousesubs.com</a> | 2674 Celanese Rd., Suite 109         | Rock Hill       | SC 29732                      |
| SOUTH CAROLINA | Palmetto Sub House, LLC<br>P: Brian Hammond<br>807 Main St.<br>Spartanburg, SC 29302<br>(864) 431-7713<br><a href="mailto:bhammond@firehousesubs.com">bhammond@firehousesubs.com</a>   | 1026 Bypass 123, Ste. B              | Seneca          | SC 29678                      |
| SOUTH CAROLINA | Goldsmith Development, Inc.<br>P: Elliott Goldsmith<br>P.O. Box 8757<br>Greenville, SC 29604<br>(864) 363-5620<br><a href="mailto:egoldsmith@firehousesubs.com">egoldsmith@firehousesubs.com</a>   | 679 Fairview Rd.                     | Simpsonville    | SC 29680                      |
| SOUTH CAROLINA | Fire Brigade Restaurant Group, Inc.<br>P: Iraj Ghorbani<br><del>450 Ashley Oaks Dr.</del><br><del>781 E. Long Bay Drive</del><br><del>Moore, SC 29369</del> <a href="#">Inman, SC 29349</a><br>(864) 357-8952<br><a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>  | 127 E. Blackstock Rd., Ste. 700      | Spartanburg     | SC 29301                      |

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|----------------|--|--|-----------------|-------------------------------|
| SOUTH CAROLINA | Fire Brigade Restaurant Group, Inc.<br>P: Iraj Ghorbani<br><del>450 Ashley Oaks Dr.</del><br><a href="#">781 E. Long Bay Drive</a><br><del>Moore, SC 29369</del> <a href="#">Inman, SC 29349</a><br>(864) 357-8952<br><a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>                         | 159 S. Pine Street, Suite A                      | Spartanburg     | SC 29302                      |
| SOUTH CAROLINA | Three Alarm Subs, Inc.<br>P: Bryan Paquin, Jr.<br>1615 Highland View Court<br>Orange Park, FL 32003<br>(904) 591-7581<br><a href="mailto:bpaquin@firehousesubs.com">bpaquin@firehousesubs.com</a>  | 220-C Azalea Square                              | Summerville     | SC 29483                      |
| SOUTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 1297 Broad <del>St.</del> <a href="#">Street</a> | Sumter          | SC 29150                      |
| SOUTH CAROLINA | Fireside Restaurant Company<br>P: Steven Duncan<br>P.O. Box 50820<br>Myrtle Beach, SC 29579<br>(843) 236-8089<br><a href="mailto:sduncan@firehousesubs.com">sduncan@firehousesubs.com</a>  | 1610 Hwy. 17 Business S.                         | Surfside Beach  | SC 29575                      |
| SOUTH CAROLINA | Fire Brigade Restaurant Group, Inc.<br>P: Iraj Ghorbani<br><del>450 Ashley Oaks Dr.</del><br><a href="#">781 E. Long Bay Drive</a><br><del>Moore, SC 29369</del> <a href="#">Inman, SC 29349</a><br>(864) 357-8952<br><a href="mailto:oghorbani@firehousesubs.com">oghorbani@firehousesubs.com</a>                         | 3023 Wade Hampton Blvd., Ste. A                  | Taylors         | SC 29687                      |

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|----------------|--|--|-----------------|-------------------------------|
| SOUTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 2805-B Sunset Blvd.                                | West Columbia   | SC 29169                      |
| SOUTH CAROLINA | TLC Enterprises, LLC<br>P: Larry Chandler<br><del>2108 South Irby Street, Suite 3</del><br><a href="#">474 Robin Song Court</a><br><del>Florence, SC 29505</del> <a href="#">Blythewood, SC</a><br><a href="#">29016</a><br>(404) 290-9044<br><a href="mailto:lchandler@firehousesubs.com">lchandler@firehousesubs.com</a> | 2301 Augusta Road                                  | West Columbia   | SC 29169                      |
| SOUTH DAKOTA   | Engelstad FHS One, LLC<br>P: Eric Engelstad<br><del>6977 Oakridge Court</del> <a href="#">6219 S. Badlands Court</a><br><del>Shakopee, MN 55379</del><br><a href="#">Sioux Falls, SD 57108</a><br>(605) 880-0102<br><a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>                 | 3504 W. 41st <del>St.</del> <a href="#">Street</a> | Sioux Falls     | SD 57106                      |
| SOUTH DAKOTA   | Engelstad FHS Three, LLC<br>P: Eric Engelstad<br><del>7608 S. Erica Drive</del> <a href="#">6219 S. Badlands Court</a><br>Sioux Falls, SD 57108<br>(605) 880-0102<br><a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>  | 5200 E. Arrowhead Pkwy.                            | Sioux Falls     | SD 57110                      |
| SOUTH DAKOTA   | Engelstad FHS Four, LLC<br>P: Eric L. Engelstad<br><del>7608 S. Erica Drive</del> <a href="#">6219 S. Badlands Court</a><br>Sioux Falls, SD 57108<br>(605) 880-0102<br><a href="mailto:eric.engelstad@firehousesubs.com">eric.engelstad@firehousesubs.com</a>  | 2702 9th Avenue S.E.                               | Watertown       | SD 57201                      |

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|-----------|--|---------------------------------|-----------------|-------------------------------|
| TENNESSEE | <p><del>TDJ Group</del> <a href="#">Black Dog Investments, LLC</a><br/> P: <del>David Pifer</del> <a href="#">Lee Smith</a><br/> <del>P.O. Box 1636</del><br/> <a href="#">2659 Bromley Drive SE</a><br/> <del>Hixson, TN 37401</del> <a href="#">Cleveland, TN 37323</a><br/> (423) <del>314-4681</del> <a href="#">920-5506</a><br/> <del>dpifer@firehousesubs.com</del> <a href="#">lee.smith@firehousesubs.com</a></p> | 1812 Decatur Place              | Athens          | TN 37303                      |
| TENNESSEE | <p>Yolo Food Systems, LLC<br/> P: Mark Gamboa<br/> 327 Applecross Drive<br/> Franklin, TN 37064<br/> (615) 686-3069<br/> <a href="#">mgamboa@firehousesubs.com</a></p>   | 700 Old Hickory Blvd. Suite 201 | Brentwood       | TN 37027                      |
| TENNESSEE | <p>Greater Chattanooga Restaurant Group, LLC<br/> P: David Pifer<br/> <del>P.O. Box 1636</del><br/> <a href="#">12225 Posey Hollow Road</a><br/> <del>Hixson, TN 37401</del> <a href="#">Soddy Daisy, TN 37379</a><br/> (423) 314-4681<br/> <a href="#">dpifer@firehousesubs.com</a></p>   | 6025 E. Brainerd Rd., Ste. 110  | Chattanooga     | TN 37421                      |
| TENNESSEE | <p>Greater Chattanooga Restaurant Group, LLC<br/> P: David Pifer<br/> <del>P.O. Box 1636</del><br/> <a href="#">12225 Posey Hollow Rd.</a><br/> <del>Hixson, TN 37401</del> <a href="#">Soddy Daisy, TN 37379</a><br/> (423) 314-4681<br/> <a href="#">dpifer@firehousesubs.com</a></p>  | 3849 Dayton Blvd., Ste. 101     | Chattanooga     | TN 37415                      |



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|-----------|--|-----------------------------------|-----------------|-------------------------------|
| TENNESSEE | Greater Chattanooga Restaurant Group, LLC<br>P: David Pifer<br><del>P.O. Box 1636</del><br><a href="#">12225 Posey Hollow Rd.</a><br><del>Hixson, TN 37401</del> <a href="#">Soddy Daisy, TN 37379</a><br>(423) 314-4681<br><a href="mailto:dpifer@firehousesubs.com">dpifer@firehousesubs.com</a> | 1820 Gunbarrel Rd., Ste. 700      | Chattanooga     | TN 37421                      |
| TENNESSEE | BooCoo Subs, LLC<br>P: Mickey McKeel<br>701 Osborne Dr.<br>Columbia, TN 38401<br>(931) 215-0245<br><a href="mailto:mickey.mckeel@firehousesubs.com">mickey.mckeel@firehousesubs.com</a>  | 3075 Wilma Rudolph Blvd., B 4     | Clarksville     | TN 37040                      |
| TENNESSEE | BooCoo Subs, LLC<br>P: Mickey McKeel<br>701 Osborne Drive<br>Columbia, TN 38401<br>(931) 215-0245<br><a href="mailto:mickey.mckeel@firehousesubs.com">mickey.mckeel@firehousesubs.com</a>  | 1839 Madison Street<br>Building E | Clarksville     | TN 37040                      |
| TENNESSEE | TDJ Group, LLC<br>P: David Pifer<br><del>P.O. Box 1636</del><br><a href="#">12225 Posey Hollow Rd.</a><br><del>Hixson, TN 37401</del> <a href="#">Soddy Daisy, TN 37379</a><br>(423) 314-4681<br><a href="mailto:dpifer@firehousesubs.com">dpifer@firehousesubs.com</a>                            | 201 Keith St. SW #18              | Cleveland       | TN 37311                      |
| TENNESSEE | TDJ Group, LLC<br>P: David Pifer<br><del>P.O. Box 1636</del><br><a href="#">12225 Posey Hollow Rd.</a><br><del>Hixson, TN 37401</del> <a href="#">Soddy Daisy, TN 37379</a><br>(423) 314-4681<br><a href="mailto:dpifer@firehousesubs.com">dpifer@firehousesubs.com</a>                            | 615 Paul Huff Pkwy.               | Cleveland       | TN 37312                      |

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| TENNESSEE | <a href="#">Steamer Six, Inc.</a><br>P: Paul Jarrett<br><a href="#">5512 Holston Hills Road</a><br><a href="#">Knoxville, TN 37914</a><br><a href="#">(865) 924-9006</a><br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>                          | <a href="#">2217 N. Charles G. Seivers Blvd.</a> | <a href="#">Clinton</a> | <a href="#">TN 37716</a>      |
| TENNESSEE | Whiddenprise, LLC<br>P: David Whidden<br>883 Crosswinds Way<br>Collierville, TN 38017<br>(901) 457-9355<br><a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a>   | 910 W. Poplar Ave., Ste. 3                       | Collierville            | TN 38017                      |
| TENNESSEE | Ivie Group, Inc.<br>P: Tammy Ivie<br>P.O. Box 264<br>Summertown, TN 3483<br>(931) 215-0316<br><a href="mailto:tammy.ivie@firehousesubs.com">tammy.ivie@firehousesubs.com</a>  | 1940 Shady Brook St.                             | Columbia                | TN 38401                      |
| TENNESSEE | Tej Subs, LLC<br>P: Chetan Patel<br>705 Mahler Ave<br>Cookeville, TN 38501<br>(931) 265-1199<br><a href="mailto:chetan.patel@firehousesubs.com">chetan.patel@firehousesubs.com</a>  | 670 S. Jefferson Ave.                            | Cookeville              | TN 38501                      |
| TENNESSEE | J 3 L Enterprises, Inc.<br>P: John Parish<br><del>8700 Rhonda Cir. N.</del><br><a href="#">715 Woodsedge Drive</a><br><del>Memphis, TN 38018</del> <a href="#">Eads, TN 38028</a><br>(901) 270-9179<br><a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a> | 7505 Highway 64, Ste. 109                        | Cordova                 | TN 38133                      |
| TENNESSEE | KLM Foods, LLC<br>P: Robert Keith Hewitt<br>5768 River Point Drive<br>Southaven, MS 38672<br>(662) 719-8963<br><a href="mailto:keith.hewitt@firehousesubs.com">keith.hewitt@firehousesubs.com</a>   | 1400 N. Germantown Pkw., Suite 108               | Cordova                 | TN 38016                      |

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| <a href="#">TENNESSEE</a> | <a href="#">Greater Chattanooga Restaurant Group, LLC</a><br>P: <a href="#">Thomas Davidson</a><br><a href="#">12225 Posey Hollow Rd.</a><br><a href="#">Soddy Daisy, TN 37379</a><br><a href="#">(423) 314-4681</a><br><a href="mailto:tdavidson@firehousesubs.com">tdavidson@firehousesubs.com</a> | <a href="#">6408 Ringgold Road, Suite C</a> | <a href="#">East Ridge</a> | <a href="#">TN 37412</a>      |
| TENNESSEE                 | B Squared Enterprises, LLC<br>P: James Blake<br>1553 Staffwood Rd.<br>Knoxville, TN 37922<br>(865) 387-2054<br><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>  | 119 Brooklawn St.                           | Farragut                   | TN 37934                      |
| TENNESSEE                 | Way Better Subs III, Inc.<br>P: Mark Watson<br>3029 Vicwood Drive<br>Murfreesboro, TN 37128<br>(615) 351-4739<br><a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>  | 1844 West McEwen Dr. Suite 120              | Franklin                   | TN 37067                      |
| TENNESSEE                 | Pike Management Group, Inc.<br>P: Jim Maxwell<br><del>8377 Whitesmill Cove</del><br><a href="#">10261 Green Moss Drive S.</a><br>Cordova, TN 38016<br>(501) 412-1334<br><a href="mailto:jmaxwell@firehousesubs.com">jmaxwell@firehousesubs.com</a>   | 7685 Farmington Blvd., Ste. 108             | Germantown                 | TN 38138                      |
| TENNESSEE                 | BMRG, LLC<br>P: Rafael Guevara<br>1057 Hillview Drive<br>Hendersonville, TN 37075<br>(615) 838-0722<br><a href="mailto:rguevara@firehousesubs.com">rguevara@firehousesubs.com</a>  | 480 Long Hollow Pike                        | Goodlettsville             | TN 37072                      |
| TENNESSEE                 | BMRG II, LLC<br>P: Rafael Guevara<br>1057 Hillview Drive<br>Hendersonville, TN 37075<br>(615) 838-0722<br><a href="mailto:rguevara@firehousesubs.com">rguevara@firehousesubs.com</a>   | 280 Indian Lake Blvd. Suite 120             | Hendersonville             | TN 37075                      |

| STATE     | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS       | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|-----------|---|---------------------------------|-----------------|-------------------------------|
| TENNESSEE | Way Better Subs V, Inc.<br>P: Mark Watson<br>3029 Vicwood Drive<br>Murfreesboro, TN 37128<br>(615) 351-4739<br><a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>   | 5225 Old Hickory Blvd. Ste. 203 | Hermitage       | TN 37073                      |
| TENNESSEE | Greater Chattanooga Restaurant Group, LLC<br>P: Tom Davidson<br><del>7186 Homestead Circle</del><br><del>12225 Posey Hollow Rd.</del><br><del>Hixson, TN 37343</del> <a href="mailto:tdavidson@firehousesubs.com">Soddy Daisy, TN 37379</a><br>(423) 774-3510<br><a href="mailto:tdavidson@firehousesubs.com">tdavidson@firehousesubs.com</a> | 5546 TN Highway 153, Suite 102  | Hixson          | TN 37343                      |
| TENNESSEE | Whiddenprise, LLC<br>P: David Whidden<br>883 Crosswinds Way<br>Collierville, TN 38017<br>(901) 457-9355<br><a href="mailto:david.whidden@firehousesubs.com">david.whidden@firehousesubs.com</a>   | 907 Vann Drive, Suite A & L     | Jackson         | TN 38305                      |
| TENNESSEE | B Squared Enterprises, LLC<br>P: James Blake<br>1553 Staffwood Rd.<br>Knoxville, TN 37922<br>(865) 387-2054<br><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>   | 8853 Town & Country Cir.        | Knoxville       | TN 37923                      |
| TENNESSEE | B Squared Enterprises, LLC<br>P: James Blake<br>1553 Staffwood Rd.<br>Knoxville, TN 37922<br>(865) 387-2054<br><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>   | 128 Buckingham Dr.              | Knoxville       | TN 37909                      |

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| TENNESSEE | B Squared Enterprises, LLC<br>P: James Blake<br><del>5512 Holston Hills Rd.</del> <a href="#">1553 Staffwood Rd.</a><br>Knoxville, TN <del>37914</del> <a href="#">37922</a><br>(865) 387-2054<br><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a> | 10728 Hardin Valley Rd.   | Knoxville       | TN 37922                      |
| TENNESSEE | Fourth Alarm Management, LLC<br>P: Paul Jarrett<br>5512 Holston Hills Rd.<br>Knoxville, TN 37914<br>(865) 924-9006<br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>   | 1708 W. Cumberland Ave.   | Knoxville       | TN 37916                      |
| TENNESSEE | Fourth Alarm Management, LLC<br>P: Paul Jarrett<br>5512 Holston Hills Rd.<br>Knoxville, TN 37914<br>(865) 924-9006<br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>   | 5226 N. Broadway          | Knoxville       | TN 37918                      |
| TENNESSEE | Orange Fire Management, LLC<br>P: Paul Jarrett<br>5512 Holston Hills Rd.<br>Knoxville, TN 37914<br>(865) 924-9006<br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>  | 2431 Callahan Dr.         | Knoxville       | TN 37912                      |
| TENNESSEE | Orange Fire Management, Inc.<br>P: Paul Jarrett<br>5512 Holston Hills Rd.<br>Knoxville, TN 37914<br>(865) 924-9006<br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>   | 4916 Kingston Pike        | Knoxville       | TN 37849                      |
| TENNESSEE | Steamer Six, Inc.<br>P: Paul Jarrett<br>5512 Holston Hills Rd.<br>Knoxville, TN 37914<br>(865) 924-9006<br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>  | 4419 Western Ave. #101    | Knoxville       | TN 37920                      |

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| TENNESSEE        | B Squared Enterprises, LLC<br>P: James Blake<br>1553 Staffwood Rd.<br>Knoxville, TN 37922<br>(865) 387-2054<br><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>  | 149 Kelsey Lane, Ste. 101                | Lenoir City       | TN 37772                      |
| TENNESSEE        | <del>Sloane Restaurant Group</del> <u>B Squared Enterprises, LLC</u><br>P: <del>Jonathon Sloane</del> <u>James Blake</u><br><del>601 Wendt Drive</del><br><u>1553 Staffwood Road</u><br>Knoxville, TN <del>37934</del> <u>37922</u><br>(865) <del>483-0866</del> <u>387-2054</u><br><del>jsloane@firehousesubs.com</del><br><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a> | 419 S. Washington St.                    | Maryville         | TN 37804                      |
| TENNESSEE        | J 3 L Enterprises, Inc.<br>P: John Parish<br><del>8700 Rhonda Cir. N.</del><br><u>715 Woodsedge Drive</u><br><del>Memphis, TN 38018</del> <u>Eads, TN 38028</u><br>(901) 270-9179<br><a href="mailto:jparish@firehousesubs.com">jparish@firehousesubs.com</a>  | 5062 Park <del>Ave.</del> <u>Avenue</u>  | Memphis           | TN 38117                      |
| TENNESSEE        | KLM Foods, LLC<br>P: Keith Hewitt<br>5768 River Point Drive<br>Southaven, MS 38672<br>(662) 719-8983<br><a href="mailto:keith.hewitt@firehousesubs.com">keith.hewitt@firehousesubs.com</a>   | 1571 Union <del>Ave.</del> <u>Avenue</u> | Memphis           | TN 38104                      |
| <u>TENNESSEE</u> | <u>Orange Fire Management, Inc.</u><br>P: <u>Paul Jarrett</u><br><u>5512 Holston Hills Road</u><br><u>Knoxville, TN 37914</u><br><u>(865) 924-9006</u><br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>   | <u>140 Hatfield Drive, Suite 3</u>       | <u>Morristown</u> | <u>TN 37814</u>               |

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| TENNESSEE | Way Better Subs IV, Inc.<br>P: Mark Watson<br>3029 Vicwood Drive<br>Murfreesboro, TN 37128<br>(615) 351-4739<br><a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>  | 650 S. Mt. Juliet Rd. Suite #130  | Mt. Juliet      | TN 37122                      |
| TENNESSEE | Way Better Subs II, Inc.<br>P: Mark Watson<br>3029 Vicwood Drive<br>Murfreesboro, TN 37128<br>(615) 351-4739<br><a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>  | 2018 Medical Center Pkwy.         | Murfreesboro    | TN 37129                      |
| TENNESSEE | Yolo Food Systems, LLC<br>P: Mark Gamboa<br>327 Applecross Drive<br>Franklin, TN 37064<br>(615) 585-1996<br><a href="mailto:mgamboa@firehousesubs.com">mgamboa@firehousesubs.com</a>  | 6606 Charlotte Pike, Suite 101    | Nashville       | TN 37205                      |
| TENNESSEE | Yolo Food Systems, LLC<br>P: Mark Gamboa<br>327 Applecross Drive<br>Franklin, TN 37064<br>(615) 585-1996<br><a href="mailto:mgamboa@firehousesubs.com">mgamboa@firehousesubs.com</a>  | 708 Thompson Lane                 | Nashville       | TN 37204                      |
| TENNESSEE | <del>Sloane Restaurant Group</del> <u>B Squared Enterprises, LLC</u><br>P: <del>Jonathon Sloane</del> <u>James Blake</u><br><del>601 Wendl Drive</del><br><u>1553 Staffwood Road</u><br>Knoxville, TN <del>37934</del> <u>37922</u><br>(865) <del>483-0866</del> <u>387-2054</u><br><del><a href="mailto:jsloane@firehousesubs.com">jsloane@firehousesubs.com</a></del> <u><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a></u> | 1143 Oak Ridge Turnpike, Ste. 109 | Oak Ridge       | TN 37830                      |

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| <a href="#">TENNESSEE</a> | <a href="#">Greater Chattanooga Restaurant Group, LLC</a><br>P: <a href="#">Thomas Davidson</a><br><a href="#">12225 Posey Hollow Rd.</a><br><a href="#">Soddy Daisy, TN 37379</a><br><a href="#">(423) 314-4681</a><br><a href="mailto:tdavidson@firehousesubs.com">tdavidson@firehousesubs.com</a> | <a href="#">9032 Old Lee Highway, Suite 114</a> | <a href="#">Ooltewah</a> | <a href="#">TN 37363</a>      |
| TENNESSEE                 | B Squared Enterprises, LLC<br>P: James Blake<br>1553 Staffwood Road<br>Knoxville, TN 37922<br>(865) 607-2008<br><a href="mailto:jblake@firehousesubs.com">jblake@firehousesubs.com</a>   | 2726 Parkway                                    | Pigeon Forge             | TN 37863                      |
| TENNESSEE                 | Orange Fire Management, LLC<br>P: Paul Jarrett<br>5512 Holston Hills Rd.<br>Knoxville, TN 37914<br>(865) 924-9006<br><a href="mailto:pjarrett@firehousesubs.com">pjarrett@firehousesubs.com</a>  | 603 E. Emory Rd.                                | Powell                   | TN 37949                      |
| TENNESSEE                 | For Joy Restaurant Group, LLC<br>P: Paul Bennett<br>2247 Loafers Glory Way<br>Gatlinburg, TN 37738<br>(865) 607-2008<br><a href="mailto:pbennett@firehousesubs.com">pbennett@firehousesubs.com</a>   | 209 Middle Creek Rd.                            | Sevierville              | TN 37862                      |
| TENNESSEE                 | Way Better Subs, Inc.<br>P: Mark Watson<br>3029 Vicwood Drive<br>Murfreesboro, TN 37128<br>(615) 351-4739<br><a href="mailto:mwatson@firehousesubs.com">mwatson@firehousesubs.com</a>  | 337 Sam Ridley Pkwy.                            | Smyrna                   | TN 37167                      |
| TENNESSEE                 | Ivie Group, Inc.<br>P: Tammy Ivie<br>P.O. Box 264<br>Summertown, TN 3483<br>(931) 215-0316<br><a href="mailto:tammy.ivie@firehousesubs.com">tammy.ivie@firehousesubs.com</a>   | 1000 Crossings Blvd. Suite 1000                 | Spring Hill              | TN 37174                      |



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| TEXAS                 | Smoke N' Bones, LLC<br>P: Chad Fulkerson<br>249 Ruger Street<br>Tuscola, TX 79562<br>(325) 280-2681<br><a href="mailto:chad.fulkerson@firehousesubs.com">chad.fulkerson@firehousesubs.com</a>  | 3858 Ridgemont Drive                              | Abilene                   | TX 79606                      |
| <a href="#">TEXAS</a> | <a href="#">Arisa Inc.</a><br><a href="#">P: Imran Noorani</a><br><a href="#">1416 Douglas Ave.</a><br><a href="#">Colleyville, TX 76034</a><br><a href="#">(817) 821-8258</a><br><a href="mailto:imran.noorani@firehousesubs.com">imran.noorani@firehousesubs.com</a>       | <a href="#">503 W. McDermott Drive, Suite 150</a> | <a href="#">Allen</a>     | <a href="#">TX 75013</a>      |
| TEXAS                 | BWSW, LLC<br>P: Bradley Watkins<br>3717 Center Street, Suite E<br>Deer Park, TX 77536<br>(713) 855-1525<br><a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>  | 253 Bypass 35 N., Suite C                         | Alvin                     | TX 77511                      |
| <a href="#">TEXAS</a> | <a href="#">JS One.4 LLC</a><br><a href="#">P: Coby Jones</a><br><a href="#">10608 Toledo Avenue</a><br><a href="#">Lubbock, TX 79424</a><br><a href="#">(806) 789-9042</a><br><a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>                | <a href="#">1901 S. Georgia</a>                   | <a href="#">Amarillo</a>  | <a href="#">TX 79109</a>      |
| TEXAS                 | Our Treasures, Inc.<br>P: Diedre LaFond<br>2602 Santa Margarita<br>Grand Prairie, TX 75052<br>(214) 794-5257<br><a href="mailto:dlafond@firehousesubs.com">dlafond@firehousesubs.com</a>   | 1001 West Arbrook Blvd.                           | Arlington                 | TX 76015                      |
| <a href="#">TEXAS</a> | <a href="#">Pioneer Brands, LLC</a><br><a href="#">P: Joshua D. Fields</a><br><a href="#">4701 Crusader Avenue</a><br><a href="#">Edmond, OK 73025</a><br><a href="#">(405) 612-5698</a><br><a href="mailto:josh.fields@firehousesubs.com">josh.fields@firehousesubs.com</a> | <a href="#">1805 N. Collins, Suite 141</a>        | <a href="#">Arlington</a> | <a href="#">TX 76011</a>      |

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|-------|---|--|-----------------|-------------------------------|
| TEXAS | Six Red Chefs, LLC<br>P: Laura Phillips<br>PO Box 27365<br>Cedar Park, TX 78755<br>(512) 947-2862<br><a href="mailto:lphillips@firehousesubs.com">lphillips@firehousesubs.com</a>     | 7318 McNeil Dr., Ste. 105                    | Austin          | TX 78729                      |
| TEXAS | CTRG Station 1, Inc.<br>P: Vicky Eckel<br>1025 Challenger<br>Lakeway, TX 78734<br>(512) 784-6747<br><a href="mailto:vicky.eckel@firehouseusbs.com">vicky.eckel@firehouseusbs.com</a>  | 4301 W. William Cannon Dr., Bldg. B, Ste 180 | Austin          | TX 78749                      |
| TEXAS | CTRG Station 5, LLC<br>P: Vicky Eckel<br>1025 Challenger<br>Lakeway, TX 78734<br>(512) 784-6747<br><a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>   | 11101 Burnet Rd., Ste. A-120                 | Austin          | TX 78758                      |
| TEXAS | CTRG Station 2, LLC<br>P: Vicky Eckel<br>1025 Challenger<br>Lakeway, TX 78734<br>(512) 784-6747<br><a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>   | 10717 Research Drive                         | Austin          | TX 78759                      |
| TEXAS | BWSW, LLC<br>P: Bradley Watkins<br>3717 Center Street, Suite E<br>Deer Park, TX 77536<br>(713) 855-1525<br><a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a> | 6405 Garth Rd., Ste. 100                     | Baytown         | TX 77521                      |
| TEXAS | The PRJ Group, LLC<br>P: Paula Raymond<br>228 Northglen Dr.<br>Hurst, TX 76055<br>(817) 210-7004<br><a href="mailto:praymond@firehousesubs.com">praymond@firehousesubs.com</a>        | 12650 South Freeway                          | Burleson        | TX 76028                      |

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|-------|---|--------------------------------------|-----------------|-------------------------------|
| TEXAS | HH Adventures, LLC<br>P: Jennifer Harvey<br>1003 Rio Frio Drive<br>Forney, TX 75126<br>(432) 940-2906<br><a href="mailto:jennifer.harvey@firehousesubs.com">jennifer.harvey@firehousesubs.com</a>             | 352 N. Hwy 67, Suite C               | Cedar Hill      | TX 75104                      |
| TEXAS | Austin on Fire, LLC<br>P: William Krassner<br>1540 Cypress Creek Rd.<br>Cedar Park, TX 78613<br>(512) 577-0075<br><a href="mailto:bkrassner@firehousesubs.com">bkrassner@firehousesubs.com</a>                | 1540 Cypress Creek Rd.               | Cedar Park      | TX 78613                      |
| TEXAS | The Big Six, LLC<br>P: Laura Phillips<br>PO Box 27365<br>Cedar Park, TX 78755<br>(512) 947-2862<br><a href="mailto:lphillips@firehousesubs.com">lphillips@firehousesubs.com</a>                               | 1465 E. Whitestone Blvd., Ste. H-340 | Cedar Park      | TX 78613                      |
| TEXAS | Brazos Valley Subs, LLC<br>P: Keith Sullins<br>13131 Champions Drive Suite 110<br>Houston, TX 77069<br>(832) 473-0837<br><a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a> | 1507 S. Texas Ave.                   | College Station | TX 77840                      |
| TEXAS | Sewbow, LLC<br>P: Jill Jackson<br>167 Bowden Rd.<br>Huntsville, TX 77340<br>(832) 262-7842<br><a href="mailto:jjackson@firehousesubs.com">jjackson@firehousesubs.com</a>                                      | 3021 I-45 North                      | Conroe          | TX 77304                      |
| TEXAS | FHCC, LLC<br>P: David Barganski<br>1125 Cornerstone Drive<br>Corpus Christi, TX 78418<br>(361) 563-4320<br><a href="mailto:david.barganski@firehousesubs.com">david.barganski@firehousesubs.com</a>           | 6418 S. Staples Street Suite 140     | Corpus Christi  | TX 78413                      |

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| TEXAS                 | Houston Subs Unlimited, LLC<br>P: Keith Sullins<br>13131 Champions Drive Suite 110<br>Houston, TX 77069<br>(832) 473-0837<br><a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a>   | 17400 Spring Cypress #100-B                          | Cypress                | TX 77429                      |
| TEXAS                 | Larocca Restaurant Group, LLC<br>P: Nazarreno Mironti<br>3425 Estacado Lane<br>Plano, TX 75025<br>(305) 609-4487<br><a href="mailto:nenomironti@firehousesubs.com">nenomironti@firehousesubs.com</a>  | 18208 Preston Road, D-10                             | Dallas                 | TX 75252                      |
| TEXAS                 | Firedog, LLC<br>P: Bradley Watkins<br>3717 Center Street, Suite E<br>Deer Park, TX 77536<br>(713) 855-1525<br><a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>  | 3717 Center Street, Suite E                          | Deer Park              | TX 77536                      |
| <a href="#">TEXAS</a> | <a href="#">Denton Sandwich CSW, LLC</a><br><a href="#">P: Josh Dean</a><br><a href="#">1401 Ballinger Street, Ste. 200</a><br><a href="#">Fort Worth, TX 76102</a><br><a href="#">(806) 773-7734</a><br><a href="mailto:Josh.dean@firehousesubs.com">Josh.dean@firehousesubs.com</a> | <a href="#">2735 W. University Drive, Suite 1059</a> | <a href="#">Denton</a> | <a href="#">TX</a>            |
| TEXAS                 | Inventa Ventures, LLC<br>P: Juan Ordaz-Ruiz<br>315 N. Shary Road, Suite 1050<br>Mission, TX 78572<br>(956) 960-7035<br><a href="mailto:juan.ordaz@firehousesubs.com">juan.ordaz@firehousesubs.com</a>   | 4201 South McColl Road                               | Edinburg               | TX 78539                      |
| TEXAS                 | Milean, Inc.<br>P: Juan Martinez<br>13240 Gloria Elena<br>San Elizario, TX 79849<br>(915) 549-1417<br><a href="mailto:juan.martinez@firehousesubs.com">juan.martinez@firehousesubs.com</a>  | 8889 Gateway West Blvd. Suite 525                    | El Paso                | TX 79925                      |

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|-----------------------|--|---|-------------------------|---|
| TEXAS                 | Milean, Inc.<br>P: Juan Martinez<br>13240 Gloria Elena<br>San Elizario, TX 79849<br>(915) 549-1417<br><a href="mailto:juan.martinez@firehousesubs.com">juan.martinez@firehousesubs.com</a>   | <del>436 Redd Rd. Ste. 103-104</del> <a href="#">1505 George Dieter</a> | El Paso                 | TX <del>79912</del> <a href="#">79936</a> |
| <a href="#">TEXAS</a> | <a href="#">Milean, Inc.</a><br><a href="#">P: Juan Martinez</a><br><a href="#">13240 Gloria Elena</a><br><a href="#">San Elizario, TX 79849</a><br><a href="#">(915) 549-1417</a><br><a href="mailto:juan.martinez@firehousesubs.com">juan.martinez@firehousesubs.com</a> | <a href="#">436 Redd Rd. Ste. 103-104</a>                               | <a href="#">El Paso</a> | <a href="#">TX 79912</a>                  |
| TEXAS                 | Immy and Shez, Inc.<br>P: Imran Noorani<br>1416 Douglas Ave.<br>Colleyville, TX 76034<br>(817) 358-2700<br><a href="mailto:imran.noorani@firehousesubs.com">imran.noorani@firehousesubs.com</a>  | 2750 State Highway 121, Ste. 500  | Euless                  | TX 76039                                  |
| TEXAS                 | GDFD, LLC<br>P: Constance Rebecca Davies<br>5906 Highland Hills Lane<br>Colleyville, TX 76034<br>(708) 945-4149<br><a href="mailto:rebecca.davies@firehousesubs.com">rebecca.davies@firehousesubs.com</a>  | 13465 Inwood Rd., Ste. 500  | Farmers Branch          | TX 75244                                  |
| TEXAS                 | Danilowicz Family Investments FM, LLC<br>P: Virginia Danilowicz<br>1620 Harvest Glen Drive<br>Flower Mound, TX 75028<br>(972) 824-7005<br><a href="mailto:virginia.danolowicz@firehousesubs.com">virginia.danolowicz@firehousesubs.com</a>                                 | 6100 Long Prarie Road, Suite 150 <sup>a</sup>                           | Flower Mound            | TX 75028                                  |
| TEXAS                 | SW Adams House, LLC<br>P: Karon Adams<br>1001 Mistletoe Rd.<br>Benbrook, TX 76126<br>(904) 654-6417<br><a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a>  | 2901 Western Center Blvd., Ste. 145                                     | Fort Worth              | TX 76131                                  |

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| TEXAS                 | JAD Cowtown Sandwich Works, LLC<br>P: Josh Dean<br>1401 Ballinger Street, Suite 200<br>Fort Worth, TX 76102<br>(806) 773-7734<br><a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>   | 9180 N. Freeway, Suite 524             | Fort Worth                 | TX 76177                      |
| TEXAS                 | Rosedale Sandwich CSW, LLC<br>P: Josh Dean<br>1401 Ballinger Street, Suite 200<br>Fort Worth, TX 76102<br>(806) 773-7734<br><a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>  | 1600 W. Rosedale                       | Fort Worth                 | TX 76104                      |
| <a href="#">TEXAS</a> | <a href="#">Adams Cowtown Casa, LLC</a><br>P: <a href="#">Karon Adams</a><br><a href="#">1001 Mistletoe Rd.</a><br><a href="#">Benbrook, TX 76126</a><br><a href="#">(904) 654-6417</a><br><a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a> | <a href="#">4845 Bryant Irvin Road</a> | <a href="#">Fort Worth</a> | <a href="#">TX 76132</a>      |
| <a href="#">TEXAS</a> | <a href="#">Pioneer Brands, LLC</a><br>P: <a href="#">Joshua Fields</a><br><a href="#">4701 Crusader Ave.</a><br><a href="#">Edmond, OK 73025</a><br><a href="#">(405) 612-5698</a><br><a href="mailto:josh.fields@firehousesubs.com">josh.fields@firehousesubs.com</a>     | <a href="#">501 Alta Mere Drive</a>    | <a href="#">Fort Worth</a> | <a href="#">TX 76114</a>      |
| TEXAS                 | All Fired Up, LLC<br>P: Ryan Franklin<br>987 LeHigh Lane<br>Allen, TX 75013<br>(214) 843-5096<br><a href="mailto:ryan.franklin@firehousesubs.com">ryan.franklin@firehousesubs.com</a>   | 3184 Preston Rd., Ste. 300             | Frisco                     | TX 75034                      |

| STATE | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS   | RESTAURANT CITY      | RESTAURANT STATE AND ZIP CODE |
|-------|---|---|----------------------|-------------------------------|
| TEXAS | <del>KATMIK Investments</del> <a href="#">FHS Linhope Frisco Square, LLC</a><br>P: <del>Dave Patel</del> <a href="#">Noori Abdulghani</a><br><del>12909 Rhineland Drive</del><br><a href="#">5729 Goliad Avenue</a><br><del>Frisco, TX 75033</del> <a href="#">Dallas, TX 75206</a><br>(903) 949-8857 (214) 609-6717<br><a href="mailto:dave.patel@firehousesubs.com">dave.patel@firehousesubs.com</a> <a href="mailto:noori.abdulghani@firehousesubs.com">noori.abdulghani@firehousesubs.com</a> | 6025 Main <del>St.</del> <a href="#">Street</a>   | Frisco               | TX 75034                      |
| TEXAS | KMK Restaurants #355 Custer, LLC<br>P: Dave Patel<br>12909 Rhineland Drive<br>Frisco, TX 75033<br>(903) 949-8857<br><a href="mailto:dave.patel@firehousesubs.com">dave.patel@firehousesubs.com</a>  | 5999 Custer <del>Rd.</del> <a href="#">Road</a> , <del>Ste.</del> <a href="#">Suite</a> 100 | Frisco               | TX 75035                      |
| TEXAS | <del>Adams Cowtown Casa, LLC</del><br>P: <del>Karon Adams</del><br><del>1001 Mistletoe Rd.</del><br><del>Benbrook, TX 76126</del><br><del>(904) 654-6417</del><br><del><a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a></del>   | <del>4845 Bryant Irvin Road</del>   | <del>Ft. Worth</del> | <del>TX 76132</del>           |
| TEXAS | <del>Pioneer Brands, LLC</del><br>P: <del>Joshua Fields</del><br><del>4701 Crusader Ave.</del><br><del>Edmond, OK 73025</del><br><del>(405) 612-5698</del><br><del><a href="mailto:josh.fields@firehousesubs.com">josh.fields@firehousesubs.com</a></del>   | <del>501 Alta Mere Drive</del>  | <del>Ft. Worth</del> | <del>TX 76114</del>           |
| TEXAS | KC Inspirations, Inc.<br>P: Jennifer Harvey<br>1003 Rio Frio Drive<br>Forney, TX 75126<br>(972) 496-3000<br><a href="mailto:jennifer.harvey@firehousesubs.com">jennifer.harvey@firehousesubs.com</a>  | 3003 N. President George Bush Freeway, Ste. 500   | Garland              | TX 75040                      |

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|-------|---|----------------------------------|-----------------|-------------------------------|
| TEXAS | The Seven Fire Chiefs, LLC<br>P: Noemi Yanez<br>113 Snowflake Drive<br>Round Rock, TX 78664<br>(512) 831-9297<br><a href="mailto:noemi.yanez@firehousesubs.com">noemi.yanez@firehousesubs.com</a> | 1003 W. University Dr., Ste. 110 | Georgetown      | TX 78728                      |
| TEXAS | KLMA Casa en la Brazos, LLC<br>P: Karon Adams<br>1001 Mistletoe Road<br>Benbrook, TX 76126<br>(904) 654-6417<br><a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a>  | 325 East Highway 377             | Granbury        | TX 76048                      |
| TEXAS | Texas Backdraft, LLC<br>P: Jeff Lepow<br>3731 Aberdeen Way<br>Houston, TX 77025<br>(713) 927-7123<br><a href="mailto:jlepow@firehousesubs.com">jlepow@firehousesubs.com</a>                       | 3924 Bellaire Blvd.              | Houston         | TX 77005                      |
| TEXAS | Fireland in Meyerland, LLC<br>P: Jeff Lepow<br>3731 Aberdeen Way<br>Houston, TX 77025<br>(713) 927-7123<br><a href="mailto:jlepow@firehousesubs.com">jlepow@firehousesubs.com</a>                 | 170 Meyerland Plaza Ste. 170     | Houston         | TX 77096                      |
| TEXAS | Houston Restaurant Group, LLC<br>P: Michael McCown<br>17207 Sky Haven<br>Tomball, TX 77377<br>(832) 877-6538<br><a href="mailto:mmccown@firehousesubs.com">mmccown@firehousesubs.com</a>          | 12149 FM 1960 W., Ste. A         | Houston         | TX 77065                      |
| TEXAS | Houston Restaurant Group, LLC<br>P: Michael McCown<br>17207 Sky Haven<br>Tomball, TX 77377<br>(832) 877-6538<br><a href="mailto:mmccown@firehousesubs.com">mmccown@firehousesubs.com</a>          | 9359 Katy Freeway                | Houston         | TX 77024                      |



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|-------|---|---------------------------|-----------------|-------------------------------|
| TEXAS | <p><del>Star Sub</del><a href="#">NRA Subs</a> Ventures, LLC<br/> P: <del>Raj Patel</del> <a href="#">Nutan Bhakta</a><br/> 1315 Pendergrass Trail<br/> <del>Sugarland</del><a href="#">Sugar Land</a>, TX 77479<br/> (512) 577-5038(647) 983-9842<br/> <del>raj.patel@firehousesubs.com</del><a href="#">nutanbhakta@yahoo.com</a></p> | 10916 Westheimer Road     | Houston         | TX 77042                      |
| TEXAS | <p>Zhadee Restaurant Group, Inc.<br/> P: Dennis Zelaya<br/> 13911 Maximos Drive<br/> Houston, TX 77083<br/> (713) 922-2212<br/> <a href="#">dennis.zelaya@firehousesubs.com</a></p>   | 14520-L Memorial Drive    | Houston         | TX 77079                      |
| TEXAS | <p>Houston Subs Unlimited, LLC<br/> P: Keith Sullins<br/> 13131 Champions Drive, Suite 110<br/> Houston, TX 77069<br/> (281) 642-5434<br/> <a href="#">keith.sullins@firehousesubs.com</a></p>  | 22556 Tomball Parkway     | Houston         | TX 77070                      |
| TEXAS | <p>Houston Subs Unlimited, LLC<br/> P: Keith Sullins<br/> 13131 Champions Drive Suite 110<br/> Houston, TX 77069<br/> (281) 642-5434<br/> <a href="#">keith.sullins@firehousesubs.com</a></p>   | 9473 FM 1960 Bypass West  | Humble          | TX 77388                      |
| TEXAS | <p>Redheaded Stepchild, LLC<br/> P: Kimberly Helms<br/> 3314 Candleknoll Drive<br/> Spring, TX 77388<br/> (281) 948-0293<br/> <a href="#">kim.helms@firehousesubs.com</a></p>   | 7036 FM 1960 E, Unit A-2  | Humble          | TX 77346                      |

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|-----------------------|--|---|----------------------------|-------------------------------|
| <a href="#">TEXAS</a> | <a href="#">Janix, LLC</a><br><a href="#">P: Jill Jackson</a><br><a href="#">167 Bowden Road</a><br><a href="#">Huntsville, TX 77340</a><br><a href="#">(832) 262-7842</a><br><a href="#">jjackson@firehousesubs.com</a>                     | <a href="#">235 I-45 South, Suite A</a>   | <a href="#">Huntsville</a> | <a href="#">TX 77340</a>      |
| TEXAS                 | MacArthur Sandwich CSW, LLC<br>P: Josh Dean<br>1401 Ballinger Street, Suite 200<br>Fort Worth, TX 76102<br>(806) 773-7734<br><a href="#">josh.dean@firehousesubs.com</a>   | 7601 N. MacArthur, Ste. 140               | Irving                     | TX 75063                      |
| TEXAS                 | First Watch, LLC<br>P: Constance Rebecca Davies<br>5906 Highland Hills Lane<br>Colleyville, TX 76034<br>(708) 945-4149<br><a href="#">rebecca.davies@firehousesubs.com</a>   | 2450 N. Beltline                          | Irving                     | TX 75062                      |
| TEXAS                 | Triple Z Subs, LLC<br>P: Kersi Engineer<br>11152 Westheimer Rd, #883<br>Houston, TX 77042<br>(713) 983-6333<br><a href="#">kersi.engineer@firehousesubs.com</a>  | 17758 Katy Freeway, Ste. F-1              | Katy                       | TX 77094                      |
| TEXAS                 | Katy Restaurant Group, LLC<br>P: Taha Mohamed<br>3815 Teresa Cove Lane<br>Katy, TX 77449<br>(832) 594-5151<br><a href="#">taha.mohamed@firehousesubs.com</a>   | 20900 Katy Freeway, Suite F-1             | Katy                       | TX 77449                      |
| <a href="#">TEXAS</a> | <a href="#">Katy Restaurant Group, LLC</a><br><a href="#">P: Taha Mohamed</a><br><a href="#">3815 Teresa Cove Lane</a><br><a href="#">Katy, TX 77449</a><br><a href="#">(832) 594-5151</a><br><a href="#">taha.mohamed@firehousesubs.com</a> | <a href="#">25551 Kingsland Boulevard</a> | <a href="#">Katy</a>       | <a href="#">TX 77494</a>      |

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|--------------|---|---------------------------------------|-----------------|-------------------------------|
| TEXAS        | <del>Brazos Valley Subs</del><br>Firedog II, LLC<br>P: <del>Keith Sullins</del> Brad Watkins<br><del>13131 Champions Drive</del> <u>3717 Center Street, Suite 110E</u><br><del>Houston, TX 77069</del> <u>Deer Park, TX 77536</u><br>(832) 473-0837 <u>(713) 855-1525</u><br><del>keith.sullins@firehousesubs.com</del> <u>bwatkins@firehousesubs.com</u> | 1000 Lowes Blvd, B-400                | Killeen         | TX 76543                      |
| TEXAS        | Centex Subs, LLC<br>P: Gary White<br>1065 Four Seasons Farm Drive<br>Kyle, TX 78640<br>(512) 667-4208<br><u>gary.white@firehousesubs.com</u>  | 5965 Kyle Parkway Suite 110           | Kyle            | TX 78640                      |
| <u>TEXAS</u> | <u>BWSW, LLC</u><br>P: <u>Bradley Watkins</u><br><u>3717 Center Street, Suite E</u><br><u>Deer Park, TX 77536</u><br><u>(713) 855-1525</u><br><u>bwatkins@firehousesubs.com</u>   | <u>112 Highway 146 South, Suite A</u> | <u>La Porte</u> | <u>TX 77571</u>               |
| TEXAS        | Garam Cha, LLC<br>P: Saadat Khan<br>4114 King Cotton Lane<br>Missouri City, TX 77459<br>(832) 444-4621<br><u>saadat.khan@firehousesubs.com</u>  | 121 Hwy 332 West, Suite E             | Lake Jackson    | TX 77566                      |
| TEXAS        | Ladder 3 Steamers, LLC<br>P: Stephanie Adam<br>8148 Rock Elm Rd.<br>Ft. Worth, TX 76131<br>(214) 223-6312<br><u>sadam@firehousesubs.com</u>   | 6060 Azle Ave. #900                   | Lake Worth      | TX 76135                      |
| TEXAS        | Sub King of Austin, Inc.<br>P: Steve King<br>12721 Appaloosa Chase Drive<br>Austin, TX 78732<br>(512) 410-9015<br><u>steve.king@firehousesubs.com</u>   | 900 Ranch Road 620 S, Suite A110      | Lakeway         | TX 78734                      |

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|-------|---|---|-----------------------|-------------------------------|
| TEXAS | Sauce2 Enterprizes, LLC<br>P: Elias Saucedo<br>2630 Vineyard Loop<br>Laredo, TX 78045<br>(956) 764-2824<br><a href="mailto:elias.saucedo@firehousesubs.com">elias.saucedo@firehousesubs.com</a>                       | 2438 Monarch Dr., Suite A-160           | Laredo                | TX 78045                      |
| TEXAS | FHS Linhope, LLC<br>P: Noori Abdulghani<br>5729 Goliad Avenue<br>Dallas, TX 75206<br>(214) 609-6717<br><a href="mailto:noori@linhopellc.com">noori@linhopellc.com</a>   | 2325 S. Stemmons Freeway,<br>Suite 308  | Lewisville            | TX 75067                      |
| TEXAS | <del>KMK Restaurants Castle Hills, LLC<br/>P: Dave Patel<br/>12909 Rhinelander Drive<br/>Frisco, TX 75033<br/>(903) 949-8857<br/><a href="mailto:dave.patel@firehousesubs.com">dave.patel@firehousesubs.com</a></del> | <del>6225 N. Josey Lane, Ste. 114</del> | <del>Lewisville</del> | <del>TX 75056</del>           |
| TEXAS | Lubbock on Fire, Inc.<br>P: Ollie Wilkins<br>4507 103rd Street<br>Lubbock, TX 79424<br>(806) 706-9031<br><a href="mailto:owilkins@firehousesubs.com">owilkins@firehousesubs.com</a>                                   | 411 University Ave., Ste. 200           | Lubbock               | TX 79401                      |
| TEXAS | CMK Services, LLC<br>P: Coby Jones<br>10608 Toledo Ave.<br>Lubbock, TX 79424<br>(806) 789-9042<br><a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>                                      | 5027 Milwaukee Ave., Ste. 200           | Lubbock               | TX 79407                      |
| TEXAS | JS One 3, LLC<br>P: Coby Jones<br>10608 Toledo Avenue<br>Lubbock, Texas 79424<br>(806) 789-9042<br><a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>                                     | 9810 Slide Road, Suite 500              | Lubbock               | TX 79424                      |

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|-------|--|----------------------------------|-----------------|-------------------------------|
| TEXAS | JAD Cowtown Sandwich Works, LLC<br>P: Josh Dean<br>1401 Ballinger Street Suite 200<br>Fort Worth, TX 76102<br>(806) 773-7734<br><a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>   | 2950 Matlock Rd.                 | Mansfield       | TX 76063                      |
| TEXAS | Hasten Group, LLC<br>P: Juan Miguel Ordaz Ruiz<br>315 N. Shary Rd. Suite 1050<br>Mission, TX 78572<br>(806) 706-9031<br><a href="mailto:juan.ordaz@firehousesubs.com">juan.ordaz@firehousesubs.com</a>         | 4901 E Expy 83, Suite 125        | McAllen         | TX 78503                      |
| TEXAS | Pioneer Brands, LLC<br>P: Joshua Fields<br>4701 Crusader Avenue<br>Edmond, OK 73025<br>(405) 612-5698<br><a href="mailto:josh.fields@firehousesubs.com">josh.fields@firehousesubs.com</a>                      | 2890 Craig Drive                 | McKinney        | TX 75070                      |
| TEXAS | Lee Restaurant Group, LLC<br>P: Ken Lee<br>1705 Plummer Drive<br>Rockwall, TX 75087<br>(214) 600-1129<br><a href="mailto:ken.lee@firehousesubs.com">ken.lee@firehousesubs.com</a>                              | 18661 LBJ Freeway                | Mesquite        | TX 75150                      |
| TEXAS | Lubbock on Fire, Inc.<br>P: Ollie Wilkins<br>4507 103rd Street<br>Lubbock, TX 79424<br>(806) 706-9031<br><a href="mailto:owilkins@firehousesubs.com">owilkins@firehousesubs.com</a>                            | 2900 West Loop 250 N., Suite 162 | Midland         | TX 79705                      |
| TEXAS | SFS Subs Group, LLC<br>P: Saul Martinez<br>7951 Collin McKinney Pkwy, Apt 4036<br>McKinney, TX 75070<br>(325) 829-8786<br><a href="mailto:saul.martinez@firehousesubs.com">saul.martinez@firehousesubs.com</a> | 231 E FM 544 Suite 701           | Murphy          | TX 75094                      |

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|-------|---|----------------------------|----------------------|-------------------------------|
| TEXAS | TEXinity Enterprises, Inc.<br>P: Jayme Armstrong<br>30023 Cibolo Run<br>Fair Oaks Ranch, TX 78015<br>(210) 882-8387<br><a href="mailto:jayme.armstrong@firehousesubs.com">jayme.armstrong@firehousesubs.com</a> | 1659 IH 35 South, Ste. 101 | New Braunfels        | TX 78130                      |
| TEXAS | Lewisville Sandwich CSW, LLC<br>P: Josh Dean<br>1401 Ballinger Street, Suite 200<br>Fort Worth, TX 76102<br>(806) 773-7734<br><a href="mailto:josh.dean@firehousesubs.com">josh.dean@firehousesubs.com</a>      | 6020 Parker Road           | North Richland Hills | TX 76180                      |
| TEXAS | JS One Development Odessa, LLC<br>P: Coby Jones<br>10608 Toledo Ave.<br>Lubbock, TX 79424<br>(806) 789-9042<br><a href="mailto:coby.jones@firehousesubs.com">coby.jones@firehousesubs.com</a>                   | 6123 E. Hwy 191            | Odessa               | TX 79762                      |
| TEXAS | Garam Cha, LLC<br>P: Manzum Khan<br>4114 King Cotton Lane<br>Missouri City, TX 77459<br>(4713) 855-1525<br><a href="mailto:sadaat.khan@firehousesubs.com">sadaat.khan@firehousesubs.com</a>                     | 10201 Broadway, Ste. 109   | Pearland             | TX 77584                      |
| TEXAS | Firedog, LLC<br>P: Bradley Watkins<br>3717 Center Street, Suite E<br>Deer Park, TX 77536<br>(4713) 855-1525<br><a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>                       | 2326 N. Main Street        | Pearland             | TX 77581                      |

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|-------|---|---------------------------|-----------------|-------------------------------|
| TEXAS | SFS Subs Group, LLC<br>P: Saul Martinez<br>7951 Collin McKinney Parkway Apt #4036<br>McKinney, TX 75070<br>(325) 829-8786<br><a href="mailto:saul.martinez@firehousesubs.com">saul.martinez@firehousesubs.com</a> | 2304 Coit Rd. Ste. 680    | Plano           | TX 75075                      |
| TEXAS | Gillard Enterprises, LLC<br>P: Keeya Gillard<br>11789 Crestwood Street<br>Lumberton, TX 77657<br>(409) 751-0500<br><a href="mailto:keeya.gillard@firehousesubs.com">keeya.gillard@firehousesubs.com</a>           | 2780 Hwy 365, Ste. A      | Port Arthur     | TX 77640                      |
| TEXAS | FHCC2, LLC<br>P: David Barganski<br>1125 Cornerstone Drive<br>Corpus Christi, TX 78418<br>(361) 563-4320<br><a href="mailto:david.barganski@firehousesubs.com">david.barganski@firehousesubs.com</a>              | 1850 US Hwy. 181, Ste. A  | Portland        | TX 78374                      |
| TEXAS | Trillis, Inc.<br>P: Rao Gottipati<br>6201 Blain Drive<br>Plano, TX 75024<br>(903) 618-9316<br><a href="mailto:rao.gottipati@firehousesubs.com">rao.gottipati@firehousesubs.com</a>                                | 1390 East Beltline Road   | Richardson      | TX 75081                      |
| TEXAS | Lee Restaurant Group, LLC<br>P: Ken Lee<br>1705 Plummer Drive<br>Rockwall, TX 75087<br>m(470) 409-0736<br><a href="mailto:ken.lee@firehousesubs.com">ken.lee@firehousesubs.com</a>                                | 1067 E. I-30 #105         | Rockwall        | TX 75087                      |

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|-------|---|--|------------------------|-------------------------------|
| TEXAS | Star Sub Group, LLC<br>P: Raj Patel<br>1315 Pendergrass Trail<br>Sugarland, TX 77479<br>(512) 577-5038<br><a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>  | 23511 Brazos Town Crossing                       | Rosenberg              | TX 77471                      |
| TEXAS | Six Red Chefs, LLC<br>P: Laura Phillips<br>PO Box 27365<br>Cedar Park, TX 78755<br>(512) 947-2862<br><a href="mailto:lphillips@firehousesubs.com">lphillips@firehousesubs.com</a>   | 3151 S. IH-35, Ste. 630                          | Round Rock             | TX 78664                      |
| TEXAS | <del>Little Red Engine No. 2, LLC<br/>P: Jennifer Sellers<br/>1712 West End Place<br/>Round Rock, TX 78681<br/>(512) 659-0431<br/><a href="mailto:jsellers@firehousesubs.com">jsellers@firehousesubs.com</a></del>                      | <del>201 University Oaks Blvd., Ste. 1200</del>  | <del>Round Rock</del>  | <del>TX 78664</del>           |
| TEXAS | Varahi Restaurants, LLC<br>P: Darshan Patel<br>15914 Tall Heights<br>San Antonio, TX 78255<br>(630) 415-4950<br><a href="mailto:darshan.patel@firehousesubs.com">darshan.patel@firehousesubs.com</a>                                    | 5887 Babcock <del>Red</del> <a href="#">Road</a> | San Antonio            | TX 78240                      |
| TEXAS | <del>Hotchkiss Enterprises of Texas, LTD<br/>P: Lee Hotchkiss<br/>925 Coronado Blvd., Ste. 100<br/>Universal City, TX 78148<br/>(210) 410-0354<br/><a href="mailto:jhotchkiss@firehousesubs.com">jhotchkiss@firehousesubs.com</a></del> | <del>19141 Stone Oak Pkwy., Ste. 101</del>       | <del>San Antonio</del> | <del>TX 78258</del>           |
| TEXAS | Hotchkiss Enterprises of Texas, LTD<br>P: Lee Hotchkiss<br>925 Coronado Blvd., Ste. 100<br>Universal City, TX 78148<br>(210) 410-0354<br><a href="mailto:jhotchkiss@firehousesubs.com">jhotchkiss@firehousesubs.com</a>                 | 1802 N. Loop 1604 E., #104                       | San Antonio            | TX 78232                      |



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|-------|---|--------------------------------------|-----------------|-------------------------------|
| TEXAS | WN Biz, LLC<br>P: Victor Daniel Tena Sanchez<br>19210 Huebner Rd. Suite 200<br>San Antonio, TX 78258<br>(210) 584-6558<br><a href="mailto:daniel.tena@firehousesubs.com">daniel.tena@firehousesubs.com</a>  | 9961 IH-10 West                      | San Antonio     | TX 78230                      |
| TEXAS | WN Biz II, LLC<br>P: Victor Daniel Tena Sanchez<br>19210 Huebner Rd. Suite 200<br>San Antonio, TX 78258<br>(210) 584-6558<br><a href="mailto:daniel.tena@firehousesubs.com">daniel.tena@firehousesubs.com</a>   | 226 W. Bitters Road, Suite 110       | San Antonio     | TX 78216                      |
| TEXAS | <del>Texas Fire Casa, Fire Station No. 2611 LLC</del><br>P: <del>Robert Gorena</del> <a href="mailto:Derek Brehm">Derek Brehm</a><br><del>816 S. 4th Ave.</del><br><a href="mailto:7809 Broadway Street">7809 Broadway Street</a><br><del>Edinburg, TX 78539</del> <a href="mailto:San Antonio, TX">San Antonio, TX</a><br><del>78209</del><br><del>(956) 207-7463</del> <a href="mailto:(210) 373-7968">(210) 373-7968</a><br><del>robert.gorena@firehousesubs.com</del> <a href="mailto:derek.brehm@firehousesubs.com">derek.br<br/>ehm@firehousesubs.com</a> | 2611 S. E. Military Drive, Suite 101 | San Antonio     | TX 78223                      |
| TEXAS | SA Mish Mish, Inc.<br>P: Ahmad Al-Obaidi<br>11216 Javalin Trail<br>Helotes, TX 78023<br>(210) 241-3079<br><a href="mailto:ahmad.alobaidi@firehousesubs.com">ahmad.alobaidi@firehousesubs.com</a>  | 7431 NW Loop 410                     | San Antonio     | TX 78245                      |
| TEXAS | Fire Station No. 6, LLC<br>P: Derek Brehm<br>7809 Broadway<br>San Antonio, TX 78209<br>(210) 373-7968<br><a href="mailto:derek.brehm@firehousesubs.com">derek.brehm@firehousesubs.com</a>   | 430 W. Loop 1604 N, #115             | San Antonio     | TX 78251                      |

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| TEXAS        | TEXinity Enterprises, Inc.<br>P: Jayme Armstrong<br>30023 Cibolo Run<br>Fair Oaks Ranch, TX 78015<br>(210) 882-8387<br><a href="mailto:jayme.armstrong@firehousesubs.com">jayme.armstrong@firehousesubs.com</a>         | 11600 Bandera Road, Ste. 102              | San Antonio      | TX 78250                      |
| TEXAS        | CTRG Station 4, LLC<br>P: Vicky Eckel<br>1025 Challenger<br>Lakeway, TX 78734<br>(512) 784-6747<br><a href="mailto:vicky.eckel@firehousesubs.com">vicky.eckel@firehousesubs.com</a>                                     | 2586 S. IH 35, Ste. 102                   | San Marcos       | TX 78666                      |
| TEXAS        | Hotchkiss Enterprises of Texas, LTD<br>P: Lee Hotchkiss<br>925 Coronado Blvd., Ste. 100<br>Universal City, TX 78148<br>(210) 410-0354<br><a href="mailto:jhotchkiss@firehousesubs.com">jhotchkiss@firehousesubs.com</a> | 8211 Agora Pkwy, Suite 110                | Selma            | TX 78154                      |
| TEXAS        | Blazing Inferno – Sherman, LLC<br>P: Deanna Wilder<br>5025 FM 2729<br>Whitewright, TX 75491<br>(903) 436-3433<br><a href="mailto:dwilder@firehousesubs.com">dwilder@firehousesubs.com</a>                               | 853 North Creek Dr.                       | Sherman          | TX 75092                      |
| <u>TEXAS</u> | <u>JAD Cowtown Sandwich Works, LLC</u><br>P: <u>Josh Dean</u><br><u>1401 Ballinger Street, Ste. 200</u><br><u>Fort Worth, TX 76102</u><br><u>(806) 773-7734</u><br><u>josh.dean@firehousesubs.com</u>                   | <u>2175 Southlake Boulevard, Suite 2B</u> | <u>Southlake</u> | <u>TX 76092</u>               |
| TEXAS        | Sobo, LLC<br>P: <del>JH</del> Jill Jackson<br>167 Bowden Rd.<br>Huntsville, TX 77340<br>(832) 262-7842<br><a href="mailto:jjackson@firehousesubs.com">jjackson@firehousesubs.com</a>                                    | 257 Cypresswood Drive                     | Spring           | TX 77388                      |

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|-------|---|-----------------------------------|-----------------|-------------------------------|
| TEXAS | Star Sub Group, LLC<br>P: Raj Patel<br>1315 Pendergrass Trail<br>Sugar Land, TX 77479<br>(512) 577-5038<br><a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>                           | 3135 Highway 6 South              | Sugarland       | TX 77478                      |
| TEXAS | JK Restaurants, LLC<br>P: William Barr<br>2025 East 35th St.<br>Texarkana, TX 71854<br>(903) 826-4579<br><a href="mailto:wbarr@firehousesubs.com">wbarr@firehousesubs.com</a>                                     | 3213 Kennedy Lane                 | Texarkana       | TX 75503                      |
| TEXAS | Houston Subs Unlimited, LLC<br>P: Keith Sullins<br>13131 Champions Drive Suite 110<br>Houston, TX 77069<br>(832) 473-0837<br><a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a> | 1640 Lake Woodlands Drive Suite C | The Woodlands   | TX 77380                      |
| TEXAS | Tyler FHS, LLC<br>P: Rajen Patel<br>2061 Yasmeen Circle<br>Flint, TX 75762<br>(214) 497-7258<br><a href="mailto:rajen.patel@firehousesubs.com">rajen.patel@firehousesubs.com</a>                                  | 3304 Troup Highway                | Tyler           | TX 75071                      |
| TEXAS | Star Sub Ventures II, LLC<br>P: Raj Patel<br>1315 Pendergrass Trail<br>Sugarland, TX 77479<br>(512) 577-5038<br><a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>                      | 7905 N. Navarro Street #200       | Victoria        | TX 77094                      |

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| TEXAS                 | <del>Brazos Valley Subs</del><br>P: <del>Keith Sullins</del><br><del>13131 Champions Drive</del><br><del>3717 Center Street, Suite 110E</del><br><del>Houston, TX 77069</del><br><del>(832) 473-0837</del><br><del>713) 855-1525</del><br><del>keith.sullins@firehousesubs.com</del><br><del>bwatkins@firehousesubs.com</del><br>Firedog II, LLC<br>P: <a href="mailto:Bradley.Watkins@firehousesubs.com">Bradley Watkins</a><br><a href="mailto:Bradley.Watkins@firehousesubs.com">3717 Center Street, Suite 110E</a><br><a href="mailto:Bradley.Watkins@firehousesubs.com">Deer Park, TX 77536</a><br><a href="mailto:Bradley.Watkins@firehousesubs.com">(713) 855-1525</a><br><a href="mailto:Bradley.Watkins@firehousesubs.com">keith.sullins@firehousesubs.com</a><br><a href="mailto:Bradley.Watkins@firehousesubs.com">bwatkins@firehousesubs.com</a> | 4215 Franklin Avenue                          | Waco                          | TX 76710                      |
| TEXAS                 | Adams Parker County House, LLC<br>P: Karon Adams<br>1001 Mistletoe Road<br>Benbrook, TX 76126<br>(904) 654-6417<br><a href="mailto:karon.adams@firehousesubs.com">karon.adams@firehousesubs.com</a>  | 415 Adams Drive                               | Weatherford                   | TX 76086                      |
| TEXAS                 | BWSW, LLC<br>P: Bradley Watkins<br>3717 Center Street, Suite E<br>Deer Park, TX 77536<br>(713) 855-1525<br><a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>  | 300 W. Bay Area Blvd. #100                    | Webster                       | TX 77598                      |
| <a href="#">TEXAS</a> | <a href="#">TGD Investments, Inc.</a><br>P: <a href="#">Thomas Densmore</a><br><a href="#">201 Cottonwood Street</a><br><a href="#">Weatherford, TX 76086</a><br><a href="#">(817) 565-9181</a><br><a href="mailto:thomas.densmore@firehousesubs.com">thomas.densmore@firehousesubs.com</a>  | <a href="#">3201 Lawrence Road, Suite 536</a> | <a href="#">Wichita Falls</a> | <a href="#">TX 76308</a>      |
| UTAH                  | AF Subs, LLC<br>P: William D. Page<br>754 South 350 West<br>Lehi, UT 84043<br>(801) 955-8595<br><a href="mailto:will.page@firehousesubs.com">will.page@firehousesubs.com</a>   | 218 North West State Rd. Ste. 4               | American Fork                 | UT 84003                      |

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|-------|--|-----------------------------------|-----------------|-------------------------------|
| UTAH  | Cedar Station, LLC<br>P: Andrew Yergensen<br>1477 S. Rocky Road<br>Saint George, UT 84790<br>(435) 671-3170<br><a href="mailto:andy.yergensen@firehousesubs.com">andy.yergensen@firehousesubs.com</a>          | 78 N. Main Street                 | Cedar City      | UT 84720                      |
| UTAH  | S.T.A. Group, LLC<br>P: Gurvinder Gill<br>9737 South King Benjamin Drive<br>South Jordan, UT 84095<br>(801) 706-3750<br><a href="mailto:gurvinder.gill@firehousesubs.com">gurvinder.gill@firehousesubs.com</a> | 2975 West Clubhouse Drive Suite A | Lehi            | UT 84043                      |
| UTAH  | Ignis Group, LLC<br>P: Melinda Lundberg<br>770 Mountain View Drive<br>River Heights, UT 84321<br>(435) 753-9766<br><a href="mailto:melinda.lundberg@firehousesubs.com">melinda.lundberg@firehousesubs.com</a>  | 1077 North Main #110              | Logan           | UT 84341                      |
| UTAH  | Saporosity, LLC<br>P: Randy Judd<br>3411 W. Sapporo Circle<br>Taylorsville, UT 84129<br>(801) 201-5811<br><a href="mailto:rjudd@firehousesubs.com">rjudd@firehousesubs.com</a>                                 | 1008 East Ft. Union Blvd.         | Midvale         | UT 84047                      |
| UTAH  | Utah Valley Subs, LLC<br>P: William Page<br>754 South 350 West<br>Lehi, UT 84043<br>(801) 995-8595<br><a href="mailto:will.page@firehousesubs.com">will.page@firehousesubs.com</a>                             | 64 West Bulldog Blvd.             | Provo           | UT 84604                      |
| UTAH  | RCE Holdings, LLC<br>P: Cole Eskelson<br>465 W. 5100 S.<br>Washington Terrace, UT 84405<br>(801) 721-7691<br><a href="mailto:cole.eskelson@firehousesubs.com">cole.eskelson@firehousesubs.com</a>              | 4197 Riverdale Rd.                | Riverdale       | UT 84405                      |

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|-------|---|------------------------------------|------------------|-------------------------------|
| UTAH  | Kokopelli Subs, LLC<br>P: Andrew Yergensen<br>1477 S. Rocky Rd.<br>Saint George, UT 84790<br>(801) 633-3328<br><a href="mailto:andy.yergensen@firehousesubs.com">andy.yergensen@firehousesubs.com</a>         | 15 South River Road Suite 310      | Saint George     | UT 84790                      |
| UTAH  | Jai Jala Group, LLC<br>P: Parul Patel<br>10329 Ashley Mesa Lane<br>Sandy, UT 84092<br>(801) 261-9744<br><a href="mailto:parul.patel@firehousesubs.com">parul.patel@firehousesubs.com</a>                      | 3798 South 700 East                | Salt Lake City   | UT 84106                      |
| UTAH  | HOUSEOFFIRE, LLC<br>P: Neel Patel<br>10325 State Street<br>Sandy, UT 84070<br>(385) 226-4960<br><a href="mailto:neel.patel@firehousesubs.com">neel.patel@firehousesubs.com</a>                                | 10325 South State Street           | Sandy            | UT 84070                      |
| UTAH  | Ladhar-Gill, LLC<br>P: Gurvinder Gill<br>9737 South King Benjamin Drive<br>South Jordan, UT 84095<br>(801) 706-3750<br><a href="mailto:gurvinder.gill@firehousesubs.com">gurvinder.gill@firehousesubs.com</a> | 10610 South Redwood Rd. Suite F2   | South Jordan     | UT 84095                      |
| UTAH  | Ladhar-Gill, LLC<br>P: Gurvinder Gill<br>9737 South King Benjamin Drive<br>South Jordan, UT 84095<br>(801) 706-3750<br><a href="mailto:gurvinder.gill@firehousesubs.com">gurvinder.gill@firehousesubs.com</a> | 11521 S. 4000 West, Suite 101      | South Jordan     | UT 84095                      |
| UTAH  | Jai Shiva Group, LLC<br>P: Parul Patel<br>10329 Ashley Mesa Lane<br>Sandy, UT 84092<br>(801) 456-4677<br><a href="mailto:parul.patel@firehousesubs.com">parul.patel@firehousesubs.com</a>                     | 5567 West High Market Drive, K-400 | West Valley City | UT 84120                      |

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|----------|--|------------------------------|-----------------|-------------------------------|
| VIRGINIA | PFR2 Engleside, LLC<br>P: Pamela Pitkin<br>4852 Eisenhower Ave. Apt. 234<br>Alexandria, VA 22304<br>(703) 801-3221<br><a href="mailto:ppitkin@firehousesubs.com">ppitkin@firehousesubs.com</a>   | 8628 A Richmond Hwy.         | Alexandria      | VA 22309                      |
| VIRGINIA | PFR1 Pincrest, LLC<br>P: Pamela Pitkin<br>4852 Eisenhower Ave. Apt. 234<br>Alexandria, VA 22304<br>(703) 801-3221<br><a href="mailto:ppitkin@firehousesubs.com">ppitkin@firehousesubs.com</a>  | 6550-H Little River Turnpike | Annandale       | VA 22312                      |
| VIRGINIA | Pickle Bucket 3, LLC<br>P: Marc Engelking<br>522 North Alfred Street<br>Alexandria, VA 22314<br>(571) 259-3726<br><a href="mailto:marc.engelking@firehousesubs.com">marc.engelking@firehousesubs.com</a>   | 20455 Easthampton Plaza      | Ashburn         | VA 20147                      |
| VIRGINIA | Fireball Subs, LLC<br>P: Carla Wissemann<br>69 Briquette Court<br>Fincastle, VA 24090<br>(561) 213-6431<br><a href="mailto:carla.wissemann@firehousesubs.com">carla.wissemann@firehousesubs.com</a>  | 800 University City Blvd.    | Blacksburg      | VA 24060                      |
| VIRGINIA | <del>OKV Farmers, K&amp;L Hot Subs</del> LLC<br>P: <del>Dilraj Hundal</del> <a href="mailto:Nishaben.Patel@firehousesubs.com">Nishaben Patel</a><br><del>4788 Walbern Court</del><br><del>Chantilly, VA 20151</del><br><a href="mailto:Nishaben.Patel@firehousesubs.com">3256 Normandy Woods Drive, Apt. G</a><br><a href="mailto:Nishaben.Patel@firehousesubs.com">Ellicott City, MD 21043</a><br><del>(703) 869-1374</del> (813) 570-3582<br><del>dilraj.hundal@firehousesubs.com</del> <a href="mailto:nishaben.patel@firehousesubs.com">nishaben.patel@firehousesubs.com</a> | 14245-L Centreville Square   | Centreville     | VA 20121                      |

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| VIRGINIA | FHS Park, Inc.<br>P: David Park<br>12002 Paddock Place<br>Fredericksburg, VA 22407<br>(703) 992-4400<br><a href="mailto:dpark@firehousesubs.com">dpark@firehousesubs.com</a>  | 13812 Metrotech Drive                             | Chantilly        | VA 20151                      |
| VIRGINIA | D & E Management, LLC<br>P: Harry Edwin Price<br>3 Curry Court<br>Palmyra, VA 22963<br>(434) 825-9477<br><a href="mailto:ed.price@firehousesubs.com">ed.price@firehousesubs.com</a>                                     | 820 29th Place Ct.                                | Charlottesville  | VA 22901                      |
| VIRGINIA | Buttermaker, LLC<br>P: David Womick<br>4421 Revere Drive<br>Virginia Beach, VA 23456<br>(757) 620-5370<br><a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>                            | 1412 Greenbrier Pkwy, Ste. 145-B                  | Chesapeake       | VA 23320                      |
| VIRGINIA | Hotzone Management II, LLC<br>P: Andrea Melton<br>14225 Riversdown South Drive<br>Midlothian, VA 23113<br>(804) 837-2720<br><a href="mailto:amelton@firehousesubs.com">amelton@firehousesubs.com</a>                    | 334 Southpark Circle                              | Colonial Heights | VA 23834                      |
| VIRGINIA | J & J Kubaer Sai, Inc.<br>P: Harry Panwala<br>2987 District Ave., Apt. 521<br>Fairfax, VA 22031<br>(757) 572-3635<br><a href="mailto:harry.panwala@firehousesubs.com">harry.panwala@firehousesubs.com</a>               | 12120 Fairfax Towne Center                        | Fairfax          | VA 22033                      |
| VIRGINIA | J & J Kubaer <del>Sai</del> , Inc.<br>P: Anita Panwala<br>2987 District Avenue, Apt. 521<br>Fairfax, VA 22031<br>(757) 572-3635<br><a href="mailto:harry.panwala@firehousesubs.com">harry.panwala@firehousesubs.com</a> | 9548-D Main <del>St.</del> <a href="#">Street</a> | Fairfax          | VA 22031                      |



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| VIRGINIA | River Dog Rescue, LLC<br>P: Douglas Griffith<br>160 Bob Circle<br>Forest, VA 24551<br>(804) 605-0659<br><a href="mailto:dgriffith@firehousesubs.com">dgriffith@firehousesubs.com</a>                  | 16955 Forest Road, <del>Ste.</del> <a href="#">Suite</a> K | Forest          | VA 24551                      |
| VIRGINIA | A2Z Foods, Inc.<br>P: Iseline Yi<br>101 W. Park Drive<br>Stafford, VA 22554<br>(571) 230-9789<br><a href="mailto:iseline.yi@firehousesubs.com">iseline.yi@firehousesubs.com</a>                       | 1420 Carl D. Silver Parkway                                | Fredericksburg  | VA 22401                      |
| VIRGINIA | FHS Lee, Inc.<br>P: T.Y. Lee<br>9900 Savage Station Way<br>Fredericksburg, VA 22407<br>(703) 475-0282<br><a href="mailto:ty.lee@firehousesubs.com">ty.lee@firehousesubs.com</a>                       | 5426 Jefferson Davis Hwy., Ste. 108                        | Fredericksburg  | VA 22407                      |
| VIRGINIA | 4 Alarm, LLC<br>P: Randy Evans<br>P. O. Box 2391<br>Glen Allen, VA 23058<br>(804) 310-6641<br><a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>                                  | 4028-K Cox Road  | Glen Allen      | VA 23060                      |
| VIRGINIA | 4 Alarm #5, LLC<br>P: Randy Evans<br>P. O. Box 2391<br>Glen Allen, VA 23058<br>(804) 310-6641<br><a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>                               | 1070 Virginia Center Parkway, #107                         | Glen Allen      | VA 23059                      |
| VIRGINIA | Settimo Restaurant Group, Inc.<br>P: Sam Settimo<br>3809 George Mason<br>Williamsburg, VA 23188<br>(804) 833-2309<br><a href="mailto:sam.settimo@firehousesubs.com">sam.settimo@firehousesubs.com</a> | 2040 Coliseum Drive  | Hampton         | VA 23666                      |

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| VIRGINIA        | Strike-A-Match Harrisonburg, Inc.<br>P: Sherman Johns<br><del>78 Sylvan Drive</del><br><del>961 Ladd Rd.</del><br><del>Stuarts Draft, VA 24477</del> <a href="http://Waynesboro.VA">Waynesboro, VA</a><br><del>22980</del><br>(407) 341-9365<br><a href="mailto:sjohns@firehousesubs.com">sjohns@firehousesubs.com</a>  | 1820 Evelyn Byrd Ave., Suite 170          | Harrisonburg    | VA 22801                      |
| <u>VIRGINIA</u> | <u>Lowe Management Corporation</u><br>P: <u>Lindsay Lowe</u><br><u>44368 Stone Roses Circle</u><br><u>Ashburn, VA 20147</u><br><u>(703) 731-6013</u><br><u><a href="mailto:llowe@firehousesubs.com">llowe@firehousesubs.com</a></u>   | <u>2545 Centreville Road, Suite Q-14</u>  | <u>Herndon</u>  | <u>VA 20171</u>               |
| VIRGINIA        | <del>Big Blue Elephant</del> <a href="http://DSCOR">DSCOR</a> , LLC<br>P: <del>Richard Dunbar for Nova Sub Shops Corp.</del> <a href="mailto:Steve.Chapman">Steve Chapman</a><br><del>12524 Cliff Edge</del> <a href="http://2501.Fallon">2501 Fallon</a> Drive<br>Herndon, VA <del>20170</del> <a href="http://20171">20171</a><br>(703) <del>655-1105</del> <a href="http://981-2449">981-2449</a><br><del><a href="mailto:sabrina.donnelly@firehousesubs.com">sabrina.donnelly@firehousesubs.com</a></del><br><a href="mailto:steve.chapman@firehousesubs.com">steve.chapman@firehousesubs.com</a> | 360 Elden Street                          | Herndon         | VA 20170                      |
| <u>VIRGINIA</u> | <u>Lowe Management Corporation</u><br>P: <u>Lindsay Lowe</u><br><u>44368 Stone Roses Circle</u><br><u>Ashburn, VA 20147</u><br><u>(703) 731-6013</u><br><u><a href="mailto:llowe@firehousesubs.com">llowe@firehousesubs.com</a></u>   | <u>2545 Centreville Road, Suite Q-14</u>  | <u>Herndon</u>  | <u>VA 20171</u>               |
| VIRGINIA        | MFG Kingstowne, LLC<br>P: Edwin Merrigan<br>8097 Sudley Rd.<br>Manassas, VA 20109<br>(571) 233-5796<br><a href="mailto:emerrigan@firehousesubs.com">emerrigan@firehousesubs.com</a>   | 5900 Kingstowne Town Center,<br>Suite 120 | Kingstowne      | VA 22315                      |

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| VIRGINIA | LVA, Inc.<br>P: Douglas Griffith<br>160 Bob Circle<br>Forest, VA 24551<br>(804) 605-0659<br><a href="mailto:dgriffith@firehousesubs.com">dgriffith@firehousesubs.com</a>                            | 4018 Wards Road                | Lynchburg       | VA 24502                      |
| VIRGINIA | APNI, LLC<br>P: Brahannayaki Ramesh<br>18614 Kerill Rd.<br>Triangle, VA 22172<br>(571) 435-7901<br><a href="mailto:brahannayaki.ramesh@firehousesubs.com">brahannayaki.ramesh@firehousesubs.com</a> | 9660 Liberia Ave.              | Manassas        | VA 20110                      |
| VIRGINIA | MB Westgate, LLC<br>P: Edwin Merrigan<br>8097 Sudley Rd.<br>Manassas, VA 20109<br>(571) 233-5796<br><a href="mailto:emerrigan@firehousesubs.com">emerrigan@firehousesubs.com</a>                    | 8097 Sudley Rd.                | Manassas        | VA 20109                      |
| VIRGINIA | 4 Alarm #3, LLC<br>P: Randy Evans<br>P. O. Box 2391<br>Glen Allen, VA 23058<br>(804) 310-6641<br><a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>                             | 6300-D Mechanicsville Turnpike | Mechanicsville  | VA 23111                      |
| VIRGINIA | Hot Zone Management, LLC<br>P: Andrea Melton<br>14225 Riversdowns South Drive<br>Midlothian, VA 23113<br>(804) 837-2720<br><a href="mailto:amelton@firehousesubs.com">amelton@firehousesubs.com</a> | 12059 Southshore Pointe Drive  | Midlothian      | VA 23112                      |

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| VIRGINIA | Peninsula Firehouse, Inc.<br>P: William Tilley<br>18 Trotters Bridge Drive<br>Poquoson, VA 23662<br>(757) 570-9956<br><a href="mailto:wtilley@firehousesubs.com">wtilley@firehousesubs.com</a>     | 12515 Jefferson Ave. Unit E-200          | Newport News    | VA 23602                      |
| VIRGINIA | Hodges Legacy, LLC<br>P: Tyrone Hodges<br>4318 Chester Village Lane<br>Chester, VA 23831<br>(757) 849-8660<br><a href="mailto:tyrone.hodges@firehousesubs.com">tyrone.hodges@firehousesubs.com</a> | 2 Hiden Boulevard, #64                   | Newport News    | VA 23606                      |
| VIRGINIA | Buttermaker, LLC<br>P: David Womick<br>4421 Revere Drive<br>Virginia Beach, VA 23456<br>(757) 620-5370<br><a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>       | 124 E. Little Creek Rd., Suite 126       | Norfolk         | VA 23505                      |
| VIRGINIA | Buttermaker, LLC<br>P: David Womick<br>4421 Revere Drive<br>Virginia Beach, VA 23456<br>(757) 620-5370<br><a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>       | 5802 E. Virginia Beach Blvd. Suite A-117 | Norfolk         | VA 23502                      |
| VIRGINIA | JAAM, LLC<br>P: Ketan Patel<br>7130 Hunters Chase<br>Norfolk, VA 23518<br>(757) 748-1103<br><a href="mailto:ketan.patel@firehousesubs.com">ketan.patel@firehousesubs.com</a>                       | 1560 Mall Drive                          | Norfolk         | VA 23511                      |

| STATE    | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS       | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|----------|--|---------------------------------|-----------------|-------------------------------|
| VIRGINIA | Jupiter Green Systems, LLC<br>P: Linda Tran<br>1906 Keeter Run<br>Chesapeake, VA 23320<br>(703) 869-2298<br><a href="mailto:linda.tran@firehousesubs.com">linda.tran@firehousesubs.com</a> | 300 Monticello Ave.             | Norfolk         | VA 23510                      |
| VIRGINIA | JPFHS, LLC<br>P: Parul Shah<br>4028 Victory Blvd.<br>Portsmouth, VA 23701<br>(757) 469-9191<br><a href="mailto:parul.shah@firehousesubs.com">parul.shah@firehousesubs.com</a>              | 4028 Victory Blvd.              | Portsmouth      | VA 23701                      |
| VIRGINIA | 4 Alarm, LLC<br>P: Randy Evans<br>P. O. Box 2391<br>Glen Allen, VA 23058<br>(804) 310-6641<br><a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>                       | 9069 Staples Mill Square        | Richmond        | VA 23228                      |
| VIRGINIA | 4 Alarm #4, LLC<br>P: Randy Evans<br>P. O. Box 2391<br>Glen Allen, VA 23058<br>(804) 310-6641<br><a href="mailto:revans@firehousesubs.com">revans@firehousesubs.com</a>                    | 8191-A Brook Rd.                | Richmond        | VA 23227                      |
| VIRGINIA | FHS Lee White Oak, Inc.<br>P: T.Y. Lee<br>9900 Savage Station Way<br>Fredericksburg, VA 22407<br>(703) 475-0282<br><a href="mailto:ty.lee@firehousesubs.com">ty.lee@firehousesubs.com</a>  | 4500 S. Laburnum Ave., Ste. 170 | Richmond        | VA 23231                      |

| STATE    | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|----------|---|---------------------------|-----------------|-------------------------------|
| VIRGINIA | BLU 5, LLC<br>P: David Judy<br>11553 Busy St.<br>Richmond, VA 23236<br>(703) 282-0495<br><a href="mailto:djudy@firehousesubs.com">djudy@firehousesubs.com</a>                                     | 11553 Busy St.            | Richmond        | VA 23236                      |
| VIRGINIA | Maha Shiv, Inc.<br>P: Ankur Patel<br>5930 Dunnshire Rd.<br>Richmond, VA 23234<br>(804) 461-5314<br><a href="mailto:ankur.patel@firehousesubs.com">ankur.patel@firehousesubs.com</a>               | 2554 Sheila Lane          | Richmond        | VA 23225                      |
| VIRGINIA | Leg Up, Inc.<br>P: Michael Pietrzyk<br>2450 Mountain View Rd.<br>Vinton, VA 24179<br>(540) 353-7829<br><a href="mailto:mpietrzyk@firehousesubs.com">mpietrzyk@firehousesubs.com</a>               | 2019 Colonial Ave.        | Roanoke         | VA 24015                      |
| VIRGINIA | Fire Dogs, Inc.<br>P: Carla Wisseman<br>69 Briquette Ct.<br>Fincastle, VA 24090<br>(540) 207-4821<br><a href="mailto:carla.wissemann@firehousesubs.com">carla.wissemann@firehousesubs.com</a>     | 5044 Keagy Rd., Ste. 106  | Roanoke         | VA 24018                      |
| VIRGINIA | Fireball Subs, Inc.<br>P: Carla Wisseman<br>69 Briquette Ct.<br>Fincastle, VA 24090<br>(540) 207-4821<br><a href="mailto:carla.wissemann@firehousesubs.com">carla.wissemann@firehousesubs.com</a> | 5050 Rutgers St.          | Roanoke         | VA 24012                      |

| STATE    | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS    | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|----------|--|------------------------------|-----------------|-------------------------------|
| VIRGINIA | Fire Feeder, LLC<br>P: Jay Wright<br>14 Belle Crest Lane<br>Fincastle, VA 24090<br>(540) 915-6881<br><a href="mailto:jwright@firehousesubs.com">jwright@firehousesubs.com</a>  | 1421 W. Main St.             | Salem           | VA 24153                      |
| VIRGINIA | PFR3 Springfield, LLC<br>P: Pamela Pitkin<br>4852 Eisenhower Ave. Apt. 234<br>Alexandria, VA 22304<br>(703) 801-3221<br><a href="mailto:ppitkin@firehousesubs.com">ppitkin@firehousesubs.com</a>   | 6404 Springfield Plaza       | Springfield     | VA 22150                      |
| VIRGINIA | Orion-Asher Management, Inc.<br>P: Mohammad Ali<br>5708 Falls Way Court<br>Fredericksburg, VA 22407<br>(703) 989-3433<br><a href="mailto:rali@firehousesubs.com">rali@firehousesubs.com</a>  | 1465 Stafford Market Place   | Stafford        | VA 22556                      |
| VIRGINIA | SSR Group, Inc.<br>P: Swetha Tera<br>9703 Inkwood Drive<br>Fredericksburg, VA 22407<br>(540) 623-9183<br><a href="mailto:swetha.tera@firehousesubs.com">swetha.tera@firehousesubs.com</a>  | 1036 Warrenton Rd. Suite 103 | Stafford        | VA 22406                      |
| VIRGINIA | Strike-A-Match, Inc.<br>P: Sherman Johns<br><del>78 Sylvan Drive</del><br><del>961 Ladd Rd.</del><br><del>Stuarts Draft, VA 24477</del> <a href="mailto:sjohns@firehousesubs.com">Waynesboro, VA 22980</a><br>(407) 341-9365<br><a href="mailto:sjohns@firehousesubs.com">sjohns@firehousesubs.com</a> | 1028 Richmond Ave., #102     | Staunton        | VA 24401                      |

| STATE    | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS        | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|----------|--|----------------------------------|-----------------|-------------------------------|
| VIRGINIA | Pickle Bucket Two, LLC<br>P: Marc Engelking<br>522 North Alfred Street<br>Alexandria, VA 22314<br>(571) 259-3726<br><a href="mailto:marc.engelking@firehousesubs.com">marc.engelking@firehousesubs.com</a>         | 47010 Community Plaza, Suite 110 | Sterling        | VA 20164                      |
| VIRGINIA | More Fire Inc.<br>P: Sam Settimo<br>3809 George Mason<br>Williamsburg, VA 23188<br>(804) 833-2309<br><a href="mailto:sam.settimo@firehousesubs.com">sam.settimo@firehousesubs.com</a>                              | 1201 N. Main Street              | Suffolk         | VA 23434                      |
| VIRGINIA | Malika 1313 Enterprise, Inc.<br>P: Raviinder Singh<br>1921 Benecia Drive<br>Virginia Beach, VA 23456<br>(757) 810-9487<br><a href="mailto:raviinder.singh@firehousesubs.com">raviinder.singh@firehousesubs.com</a> | 6255 College Dr. Ste. K          | Suffolk         | VA 23435                      |
| VIRGINIA | DFA Enterprises, Inc.<br>P: Dean Arrington<br>2344 Hood Drive<br>Virginia Beach, VA 23454<br>(757) 642-6482<br><a href="mailto:darrington@firehousesubs.com">darrington@firehousesubs.com</a>                      | 3388 Princess Anne Rd.           | Virginia Beach  | VA 23456                      |
| VIRGINIA | Buttermaker, LLC<br>P: David Womick<br>4421 Revere Drive<br>Virginia Beach, VA 23456<br>(757) 620-5370<br><a href="mailto:david.womick@firehousesubs.com">david.womick@firehousesubs.com</a>                       | 5224 Indian River Rd., Ste. 101  | Virginia Beach  | VA 23462                      |



| STATE    | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS          | RESTAURANT CITY | RESTAURANT STATE AND ZIP CODE |
|----------|--|------------------------------------|-----------------|-------------------------------|
| VIRGINIA | DFA Enterprises, Inc.<br>P: Dean Arrington<br>2344 Hood Drive<br>Virginia Beach, VA 23454<br>(757) 642-6482<br><a href="mailto:darrington@firehousesubs.com">darrington@firehousesubs.com</a>                    | 1577 Laskin Rd., Ste 101           | Virginia Beach  | VA 23451                      |
| VIRGINIA | DB & RB Investments, LLC<br>P: Bob Bates<br>2578 Ocean Shore Ave.<br>Virginia Beach, VA 23453<br>(651) 216-4342<br><a href="mailto:bob.bates@firehousesubs.com">bob.bates@firehousesubs.com</a>                  | 2165 General Booth Blvd. Suite 156 | Virginia Beach  | VA 23454                      |
| VIRGINIA | Malika 13 Enterprise, Inc.<br>P: Raviinder Singh<br>1921 Benecia Drive<br>Virginia Beach, VA 23456<br>(757) 810-9487<br><a href="mailto:raviinder.singh@firehousesubs.com">raviinder.singh@firehousesubs.com</a> | 4388 Holland Road                  | Virginia Beach  | VA 23451                      |
| VIRGINIA | Orion Asher & Samith Group, Inc.<br>P: Razon Ali<br>85 Bridlewood Lane<br>Fredericksburg, VA 22406<br>(703) 989-3433<br><a href="mailto:rali@firehousesubs.com">rali@firehousesubs.com</a>                       | 251 W. Lee Hwy., Ste. 634          | Warrenton       | VA 20186                      |
| VIRGINIA | Peninsula Firehouse, Inc.<br>P: William Tilley<br>18 Trotters Bridge Dr.<br>Poquoson, VA 23662<br>(757) 570-9956<br><a href="mailto:wtilley@firehousesubs.com">wtilley@firehousesubs.com</a>                     | 1430 Richmond Rd., Ste 1105        | Williamsburg    | VA 23185                      |

| STATE                      | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                     | RESTAURANT CITY         | RESTAURANT STATE AND ZIP CODE |
|----------------------------|--|---|-------------------------|-------------------------------|
| VIRGINIA                   | Hira Holdings, Inc.<br>P: Prashant Patel<br>16598 Reservoir Loop<br>Dumfries, VA 22026<br>(703) 498-8935<br><a href="mailto:prashant.patel@firehousesubs.com">prashant.patel@firehousesubs.com</a>   | 13305 Worth Ave                               | Woodbridge              | VA 22192                      |
| <a href="#">WASHINGTON</a> | <a href="#">Sun Pacific Energy, Inc.</a><br>P: <a href="#">Craig Eerkes/Shawn Sanderson</a><br><a href="#">501 W. Canal Drive</a><br><a href="#">Kennewick, WA 99336</a><br><a href="#">(509) 586-1135</a><br><a href="mailto:shawn.sanderson@firehousesubs.com">shawn.sanderson@firehousesubs.com</a> | <a href="#">838 Uhling Road</a>               | <a href="#">Burbank</a> | <a href="#">WA 99323</a>      |
| WASHINGTON                 | FH Investments - WA, LLC<br>P: James Lovelace<br>2349 NW Douglas Street<br>Camas, WA 98607<br>(360) 903-5222<br><a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>   | 221 SE Everett Mall Way                       | Everett                 | WA 98208                      |
| WASHINGTON                 | Crossed Sabre Subs, LLC<br>P: Lane Tittle<br>9020 Aster Street, SE<br>Tumwater, WA 98501<br>(214) 770-8101<br><a href="mailto:lane.little@firehousesubs.com">lane.little@firehousesubs.com</a>   | 1110 Galaxy Drive NE, Suite G                 | Lacey                   | WA 98516                      |
| WASHINGTON                 | FH Investments - WA, LLC<br>P: James Lovelace<br>2349 N.W. Douglas Street<br>Camas, WA 98607<br>(360) 882-4608<br><a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>   | 2631 172 <sup>nd</sup> Street N.E., Suite 103 | Marysville              | WA 98271                      |

| STATE                      | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                     | RESTAURANT CITY              | RESTAURANT STATE AND ZIP CODE |
|----------------------------|---|---|------------------------------|-------------------------------|
| <a href="#">WASHINGTON</a> | <a href="#">FH Investments - WA, LLC</a><br>P: <a href="#">James Lovelace</a><br><a href="#">2349 NW Douglas Street</a><br><a href="#">Camas, WA 98607</a><br><a href="#">(360) 903-5222</a><br><a href="#">jim.lovelace@firehousesuFbs.com</a> | <a href="#">324 E. College Way, Suite 103</a> | <a href="#">Mount Vernon</a> | <a href="#">WA 98273</a>      |
| <a href="#">WASHINGTON</a> | <a href="#">ERICCI, LLC</a><br>P: <a href="#">Eric C. Johnson</a><br><a href="#">12008 N. Waikiki Court</a><br><a href="#">Spokane, WA 99218</a><br><a href="#">(512) 970-2237</a><br><a href="#">eric.johnson@firehousesubs.com</a>            | <a href="#">7808 N. Division Street</a>       | <a href="#">Spokane</a>      | <a href="#">WA 99208</a>      |
| WASHINGTON                 | Terryellen Hot Subs, Inc.<br>P: Maryellen Mech<br>3605 NW 26th Ave.<br>Camas, WA 98607<br>(360) 823-9752<br><a href="#">maryellen.mech@firehousesubs.com</a>  | 19151 SE Mill Plain Blvd. Suite 102           | Vancouver                    | WA 98683                      |
| WASHINGTON                 | Plan B Hot Subs, Inc.<br>P: Becky Lowery<br>3216 NW 122 <sup>nd</sup> Street<br>Vancouver, WA 98685<br>(360) 609-2068<br><a href="#">becky.lowery@firehousesubs.com</a>   | 8101 NE Parkway Dr., Suite C-1                | Vancouver                    | WA 98662                      |
| WEST VIRGINIA              | StuCorp<br>P: Ronald Stuart<br>P.O. Box 238<br>Davis, WV 26260<br>(304) 614-3858<br><a href="#">rstuart@firehousesubs.com</a>   | 139 Conference Center Way                     | Bridgeport                   | WV 26330                      |
| WEST VIRGINIA              | The Farley Group, LLC<br>P: Daniel Farley<br>P.O. Box 360<br>Delbarton, WV 25670<br>(304) 946-9557<br><a href="#">daniel.farley@firehousesubs.com</a>   | 2828 Mountaineer Blvd.                        | Charleston                   | WV 25309                      |

| STATE                     | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS           | RESTAURANT CITY        | RESTAURANT STATE AND ZIP CODE |
|---------------------------|--|-------------------------------------|------------------------|-------------------------------|
| WEST VIRGINIA             | The Farley Group, LLC<br>P: Daniel Farley<br>P.O. Box 360<br>Delbarton, WV 25670<br>(304) 946-9557<br><a href="mailto:daniel.farley@firehousesubs.com">daniel.farley@firehousesubs.com</a>   | 5707 Maccorkle Ave. SE Suite 100    | Charleston             | WV 25304                      |
| WEST VIRGINIA             | The Farley Group, LLC<br>P: Daniel Farley<br>PO Box 360<br>Delbarton, WV 25670<br>(304) 946-5997<br><a href="mailto:daniel.farley@firehousesubs.com">daniel.farley@firehousesubs.com</a>   | 1548 3 <sup>RD</sup> Ave.           | Huntington             | WV 25701                      |
| WEST VIRGINIA             | StuCorp<br>P: Ronald Stuart<br>P.O. Box 238<br>Davis, WV 26260<br>(304) 614-3858<br><a href="mailto:rstuart@firehousesubs.com">rstuart@firehousesubs.com</a>   | 1108 Giant Street                   | Morgantown             | WV 26501                      |
| WEST VIRGINIA             | Farley Restaurants, LLC<br>P: Daniel Farley<br>RR3 Box 44 A<br>Delbarton, WV 25670<br>(304) 946-5997<br><a href="mailto:daniel.farley@firehousesubs.com">daniel.farley@firehousesubs.com</a>   | 107 Grand Central Ave.<br>Suite C   | Vienna                 | WV 26105                      |
| WEST VIRGINIA             | StuCorp<br>P: Ronald Stuart<br>P.O. Box 238<br>Davis, WV 26260<br>(304) 614-3858<br><a href="mailto:rstuart@firehousesubs.com">rstuart@firehousesubs.com</a>   | 9644 Mall Loop Rd.                  | White Hall             | WV 26554                      |
| <a href="#">WISCONSIN</a> | <a href="#">NC Restaurants LLC</a><br><a href="#">P: Joe Fallin</a><br><a href="#">2555 Coyote Run</a><br><a href="#">Beloit, WI 53511</a><br><a href="#">(608) 314-4935</a><br><a href="mailto:joe.fallin@firehousesubs.com">joe.fallin@firehousesubs.com</a> | <a href="#">2787 Milwaukee Road</a> | <a href="#">Beloit</a> | <a href="#">WI 53511</a>      |

| STATE                     | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS  | RESTAURANT CITY         | RESTAURANT STATE AND ZIP CODE |
|---------------------------|--|--|-------------------------|-------------------------------|
| WISCONSIN                 | J2 eNjoy More, LLC<br>P: Sharon Erickson<br>N27W5108 Landmark Drive<br>Cedarburg, WI 53012<br>(262) 751-4973<br><a href="mailto:sharon.erickson@firehousesubs.com">sharon.erickson@firehousesubs.com</a>   | 9070 N. Green Bay Road   | Brown Deer              | WI 53209                      |
| WISCONSIN                 | Stichman Restaurant Group, LLC<br>P: Lee Stichman<br>1710 Schofield Avenue<br>Wausau, WI 54476<br>(715) 853-6650<br><a href="mailto:lee.stichman@firehousesubs.com">lee.stichman@firehousesubs.com</a>   | 5314 Prill Rd. Suite 3   | Eau Claire              | WI 54701                      |
| WISCONSIN                 | S&M FHS, LLC<br>P: Sara Benedetto<br>3864 S. Massachusetts Ave.<br>Milwaukee, WI 53220<br>(414) 233-2762<br><a href="mailto:sara.benedetto@firehousesubs.com">sara.benedetto@firehousesubs.com</a>   | 15280 West Bluemound Rd.   | Elm Grove               | WI 53222                      |
| <a href="#">WISCONSIN</a> | <a href="#">J2 eNjoy Home, LLC</a><br><a href="#">P: Sharon Erickson</a><br><a href="#">N27W5108 Landmark Drive</a><br><a href="#">Cedarburg, WI 53012</a><br><a href="#">(262) 751-4973</a><br><a href="mailto:sharon.erickson@firehousesubs.com">sharon.erickson@firehousesubs.com</a> | <a href="#">1550 Port Washington Road</a>                                  | <a href="#">Grafton</a> | <a href="#">WI 53024</a>      |
| WISCONSIN                 | DSB Development, LLC<br>P: Sheila Brenwall<br>1169 Jordan <del>Red</del> Road<br>De Pere, WI 54115<br>(920) 883-2904<br><a href="mailto:sheila.brenwall@firehousesubs.com">sheila.brenwall@firehousesubs.com</a>   | 2665 South Oneida <del>St.</del><br><del>Ste.</del> <u>Street, Suite</u> E | Green Bay               | WI 54304                      |
| WISCONSIN                 | NC Restaurants, LLC<br>P: Joel Fallin<br>2555 Coyote Run<br>Beloit, WI 53511<br>(608) 314-4935<br><a href="mailto:joe.fallin@firehousesubs.com">joe.fallin@firehousesubs.com</a>   | 2050 Morse Street, Suite 100   | Janesville              | WI 53545                      |

| STATE                     | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                      | RESTAURANT CITY                 | RESTAURANT STATE AND ZIP CODE |
|---------------------------|---|--|---------------------------------|-------------------------------|
| WISCONSIN                 | Badger Restaurant Group, LLC<br>P: Eric Erwin<br>200 First Street<br>Neptune Beach, FL 32266<br>(231) 633-2788<br><a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a>  | 7854 Mineral Point Road                        | Madison                         | WI 53717                      |
| WISCONSIN                 | Badger Restaurant Group, LLC<br>P: Eric Erwin<br>200 First Street<br>Neptune Beach, FL 32266<br>(231) 633-2788<br><a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a>  | 1403 Emil Street                               | Madison                         | WI 53713                      |
| <a href="#">WISCONSIN</a> | <a href="#">K&amp;B Rescue, LLC</a><br><a href="#">P: Kurt Kloba</a><br><a href="#">4461 S. Moorland Rd.</a><br><a href="#">New Berlin, WI 53151</a><br><a href="#">(414) 828-4698</a><br><a href="mailto:kurt.kloba@firehousesubs.com">kurt.kloba@firehousesubs.com</a>                    | <a href="#">N92 W 16135 Falls Parkway</a>      | <a href="#">Menomonee Falls</a> | <a href="#">WI 53051</a>      |
| WISCONSIN                 | Better Brands II, Inc.<br>P: Jason Jaramillo<br>6111 Madeline Lane<br>Caledonia, WI 53108<br>(414) 801-1875<br><a href="mailto:jason.jaramillo@firehousesubs.com">jason.jaramillo@firehousesubs.com</a>   | 6012 Washington Avenue                         | Mt. Pleasant                    | WI 53406                      |
| WISCONSIN                 | Ten Twelve Restaurant Group, LLC<br>P: Steven Ahrens<br>45 Elm Acres Drive<br>Fond du Lac, WI 54935<br>(920) 979-5650<br><a href="mailto:steven.ahrens@firehousesubs.com">steven.ahrens@firehousesubs.com</a>   | 1890 S. Koeller Street                         | Oshkosh                         | WI 54902                      |
| <a href="#">WISCONSIN</a> | <a href="#">Badger Restaurant Group, LLC</a><br><a href="#">P: Eric Erwin</a><br><a href="#">200 First Street, Suite 204</a><br><a href="#">Neptune Beach, FL 32266</a><br><a href="#">(231) 633-2788</a><br><a href="mailto:eric.erwin@firehousesubs.com">eric.erwin@firehousesubs.com</a> | <a href="#">390 S. Grand Avenue, Suite 102</a> | <a href="#">Sun Prairie</a>     | <a href="#">WI 53590</a>      |

| STATE                     | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                    | RESTAURANT CITY          | RESTAURANT STATE AND ZIP CODE |
|---------------------------|--|--|--------------------------|-------------------------------|
| <a href="#">WISCONSIN</a> | <a href="#">Forward Brands, LLC</a><br><a href="#">P: Scott Weidner</a><br><a href="#">836 E. Post Road</a><br><a href="#">Beloit, WI 53511</a><br><a href="#">(262) 397-5561</a><br><a href="#">scott.weidner@firehousesubs.com</a> | <a href="#">180 E. Sunset Drive, Suite C</a> | <a href="#">Waukesha</a> | <a href="#">WI 53189</a>      |
| WISCONSIN                 | Echelon Restaurant Group, LLC<br>P: Kurt Kloba<br>4461 S. Moorland Rd.<br>New Berlin, WI 53151<br>(414) 828-4698<br><a href="#">kurt.kloba@firehousesubs.com</a>   | 1701 N. Mayfair Rd.                          | Wauwatosa                | WI 53226                      |

**LIST OF US AIRPORT RESTAURANTS OPEN AND OPERATING**  
**AS OF DECEMBER 31, 2017**

|                         |   |   |                              |                          |
|-------------------------|---|---|------------------------------|--------------------------|
| <a href="#">FLORIDA</a> | <a href="#">Host International, Inc. (HMS Host)</a><br><a href="#">Secretary: Jon Stentz</a><br><a href="#">6905 Rockledge Drive</a><br><a href="#">Bethesda, MD 20817</a><br><a href="#">(240) 694-4893</a><br><a href="#">hmshost@firehousesubs.com</a> | <a href="#">Jacksonville International Airport</a><br><a href="#">2400 Yankee Clipper Drive</a> | <a href="#">Jacksonville</a> | <a href="#">FL 32218</a> |
| <a href="#">FLORIDA</a> | <a href="#">Host International, Inc. (HMS Host)</a><br><a href="#">Secretary: Jon Stentz</a><br><a href="#">6905 Rockledge Drive</a><br><a href="#">Bethesda, MD 20817</a><br><a href="#">(240) 694-4893</a><br><a href="#">hmshost@firehousesubs.com</a> | <a href="#">Orlando International Airport</a><br><a href="#">1 Jeff Fuqua Boulevard</a>         | <a href="#">Orlando</a>      | <a href="#">FL 32827</a> |

**LIST OF US AIRPORTS – AGREEMENT SIGNED BUT RESTAURANT NOT OPEN  
AS OF DECEMBER 31, 2017**

|                   |   |  |               |                 |
|-------------------|---|--|---------------|-----------------|
| <u>NEW JERSEY</u> | <u>Host International, Inc. (HMS Host)</u><br><u>Secretary: Jon Stentz</u><br><u>6905 Rockledge Drive</u><br><u>Bethesda, MD 20817</u><br><u>(240) 694-4893</u><br><u>hmshost@firehousesubs.com</u> | <u>Newark Liberty International Airport</u><br><u>3 Brewster Rd.</u> | <u>Newark</u> | <u>NJ 07114</u> |
|-------------------|---|--|---------------|-----------------|

**LIST OF US MILITARY RESTAURANTS – AGREEMENT SIGNED BUT RESTAURANT NOT OPEN  
AS OF DECEMBER 31, 2017**

|                       |   |  |                   |           |
|-----------------------|---|--|-------------------|-----------|
| <u>NORTH CAROLINA</u> | <u>OM Hot Subs LLC</u><br><u>P: Aruna Patel</u><br><u>1516 Windjammer Court</u><br><u>Sanford, NC 27330</u><br><u>(919) 356-7176</u><br><u>apatel@firehousesubs.com</u> |  | <u>Fort Bragg</u> | <u>NC</u> |
|-----------------------|---|--|-------------------|-----------|

**LIST OF US FRANCHISED RESTAURANTS – AGREEMENT SIGNED BUT RESTAURANT NOT OPEN  
AS OF DECEMBER ~~25, 2016~~ 31, 2017**

| <b>STATE</b>       | <b>FRANCHISEE NAME &amp; MAILING ADDRESS</b>  | <b>RESTAURANT STREET ADDRESS</b> | <b>RESTAURANT CITY</b> | <b>RESTAURANT STATE AND ZIP CODE</b> |
|--------------------|---|----------------------------------|------------------------|--------------------------------------|
| <del>ARIZONA</del> | <del>Fortyate State, Inc.</del><br><del>P: Avril Tatum</del><br><del>2352 North Steele Circle</del><br><del>Mesa, AZ 85207</del><br><del>(561) 601-1361</del><br><del>avril.tatum@firehousesubs.com</del> |                                  | <del>Glendale</del>    | <del>AZ</del>                        |



| STATE                            | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS               | RESTAURANT CITY                         | RESTAURANT STATE AND ZIP CODE |
|----------------------------------|--|---|---|-------------------------------|
| <del>ARIZONA</del> <u>ALASKA</u> | <del>Havasu Hot Subz, LLC</del> <u>Chena River Restaurants, Inc.</u><br>P: <del>Brandon Davis</del> <u>Greg Persinger</u><br><del>650 Via Del Lago</del><br><del>Lake Havasu City, AZ 86405</del><br><del>3014 Riverview Drive</del><br><del>Fairbanks, AK 99709</del><br><del>(719) 495-0388</del> <del>256) 200-9187</del><br><del>brandon.davis@firehousesubs.com</del> <u>greg.persinger@firehousesubs.com</u> |   | <del>Lake Havasu</del> <u>Fairbanks</u> | <del>AZ</del> <u>AK</u>       |
| ARIZONA                          | <del>Lucky Subs, LLC</del> <u>Tillerman Corporation</u><br>P: <del>Brandon Conroy</del> <u>Randall P. Sevilla</u><br><del>3036 E. Oriole Drive</del> <u>4122 E. Harrison Street</u><br>Gilbert, AZ <del>85297</del> <u>85295</u><br><del>(480) 250-6311</del> <u>688-5699</u><br><del>brandon.conroy@firehousesubs.com</del> <u>randall.sevilla@firehousesubs.com</u>  | <del>5175 W. Baseline Rd.</del>         | <del>Phoenix</del> <u>Gilbert</u>       | <del>AZ 85339</del>           |
| ARIZONA                          | Fireman Foods <del>HVII</del> , LLC<br>P: Cory Farley<br><del>9545 W. Bent Tree Drive</del><br><del>9780 W. Northern Avenue</del><br><del>Suite 1110</del><br>Peoria, AZ <del>85383</del> <u>85345</u><br><del>(602) 750-9550</del><br><u>cory.farley@firehousesubs.com</u>  | <del>7208 E. Acoma Drive</del>          | <del>Scottsdale</del> <u>Prescott</u>   | <del>AZ 85260</del>           |
| ARIZONA                          | <del>Front Porch Developments, LLC</del><br>P: Ed Cunningham<br><del>15073 W. Roma Avenue</del><br>Goodyear, AZ 85395<br><del>(623) 826-5504</del><br><u>ed.cunningham@firehousesubs.com</u>   | <del>13820 W. Bell Road, Suite 11</del> | <del>Surprise</del>                     | <del>AZ 85374</del>           |
| ARIZONA                          | Desert Fire Subs #5, LLC<br>P: Jerry Griffin<br><del>4606 East Elmwood Circle</del><br>Mesa, AZ 85205<br><del>(480) 861-1274</del><br><u>jgriffin@firehousesubs.com</u>  |   | <del>Tempe</del>                        | <del>AZ</del>                 |

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| ARIZONA    | Heatwave Subs III, LLC<br>P: Richard Lee Transue<br>6394 N Yuma Mine Road<br>Tucson, AZ 85743<br>(520) 403-4358<br><a href="mailto:lee.transue@firehousesubs.com">lee.transue@firehousesubs.com</a>   |                           | Tucson   | AZ                            |
| CALIFORNIA | Peninsula Subs, Inc.<br>P: Andy Luong<br>416 Harbor Light Rd.<br>Alameda, CA 94501<br>(510) 910-8290<br><a href="mailto:andy.luong@firehousesubs.com">andy.luong@firehousesubs.com</a>  |                           | Alameda  | CA                            |
| CALIFORNIA | <del>Linh Chi Subs</del> Nur Restaurant Group, Inc.<br>P: <del>Linh Chau Phan</del> <a href="mailto:Navid Sapir">Navid Sapir</a><br><del>5209 Coke Avenue</del><br><del>29318 Oakpath Drive</del><br><del>Lakewood, CA 90712</del> <a href="mailto:Agoura Hills, CA 91301">Agoura Hills, CA 91301</a><br>(562) 980-6936 <a href="mailto:317-5441">317-5441</a><br><del>linh.phan@firehousesubs.com</del> <a href="mailto:navid.sapir@firehousesubs.com">navid.sapir@firehousesubs.com</a>   |                           | <del>Anaheim</del> <a href="mailto:Bakersfield">Bakersfield</a>                        | CA                            |
| CALIFORNIA | <del>NPSA Enterprise, Inc.</del> <a href="mailto:Specialty Subs, LLC">Specialty Subs, LLC</a><br>P: <del>Michel Shammaa</del> <a href="mailto:Enrique Rollandi">Enrique Rollandi</a><br><del>Martinasso</del><br><del>834 1/2 East Chestnut Street</del><br><del>3359 Mills Avenue</del><br><del>Glendale, CA 91205</del> <a href="mailto:La Crescenta, CA 91214">La Crescenta, CA 91214</a><br>(818) 395-5551 <a href="mailto:259-6811">259-6811</a><br><del>michel.shammaa@firehousesubs.com</del> <a href="mailto:Enrique.martinasso@firehousesubs.com">Enrique.martinasso@firehousesubs.com</a> |                           | Burbank  | CA                            |
| CALIFORNIA | <del>TF Code 7, RR Food Enterprises LLC</del><br>P: <del>Kendall Taylor</del> <a href="mailto:Ratna Kumar">Ratna Kumar</a><br><del>9714 Topaz Street</del><br><del>15756 Via Montenero</del><br><del>Yucaipa CA 92399</del> <a href="mailto:San Diego, CA 92127">San Diego, CA 92127</a><br>(909) 810-6065 <a href="mailto:858 245-9847">858 245-9847</a><br><del>kendall.taylor@firehousesubs.com</del> <a href="mailto:ratna.kumar@firehousesubs.com">ratna.kumar@firehousesubs.com</a>   |                           | <del>Chino</del> <a href="mailto:Del Hills">Del Hills</a> <a href="mailto:Mar">Mar</a> | CA                            |

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| CALIFORNIA | <del>T and M Firehouses of San Diego, LLC</del><br>Maplestore Inc.<br>P: <del>Manuel Martinez</del> Soo Mi Park<br>5804 Leadrope Way<br>285 Imperial Highway, Suite 200<br>Bonita, CA 91902 Fullerton, CA 92835<br>(619) 419-7075 (909) 342-3570<br>manuel.martinez@firehousesubs.com soomi.park@firehousesubs.com | 510-8 Broadway Street     | Chula Vista Downey       | CA                            |
| CALIFORNIA | Sandhu A&B Subs, Inc. LLC<br>P: <del>Harvinder Sandhu</del> Davis Tran<br>20521 Via Magdalena<br>5431 Moonlight Way<br>Yorba Linda, CA 92887 Elk Grove, CA 95758<br>(323) 841-2566 (916) 233-8139<br>Harvinder.sandhu@firehousesubs.com davis.tran@firehousesubs.com   |                           | Foothill Elk Ranch Grove | CA                            |
| CALIFORNIA | R.B.N.A., LLC<br>P: Ritesh Patel<br>925 Oak Brook Way<br>Gilroy, CA 95020<br>(831) 214-9164<br>ritesh.patel@firehousesubs.com  |                           | Gilroy                   | CA                            |
| CALIFORNIA | <del>Chatterjee Teasky Restaurants Group, LLC</del><br>P: <del>Marsha Chatterjee</del> Keith Teagarden<br>5978 Courtland Drive<br>2325 Hyacinth Street<br>Riverside, CA 92506 San Bernardino, CA 92407<br>(951) 500-0732 (909) 633-3664<br>marsha.chatterjee@firehousesubs.com keith.teagarden@firehousesubs.com   |                           | Lake La Elsinore Verne   | CA                            |
| CALIFORNIA | <del>Doyle Enterprises I, JPL Subs LLC</del><br>P: <del>Patrick Doyle</del> Joseph Lionetti<br>31 Via Del Cielo<br>30569 Ganado Drive<br>Rancho Palos Verdes, CA 90275<br>(310) 721-0940<br>562-965-2819<br>patrick.doyle@firehousesubs.com joseph.lionetti@firehousesubs.com                                      |                           | Los Long Angeles Beach   | CA                            |

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| CALIFORNIA            | Kian Group, LLC<br>P: Sonia <del>Park</del> <a href="mailto:sonia.park@firehousesubs.com">Kim</a><br>1232 Valle Court<br>Torrance, CA 90502<br>(818) 636-0211<br><a href="mailto:sonia.park@firehousesubs.com">sonia.park@firehousesubs.com</a>   | <a href="#">996 W. 18<sup>th</sup> St.</a> | Los Angeles  | CA <a href="#">90017</a>      |
| CALIFORNIA            | <del>Pele Sol of L &amp; D Creations, SBS Group Inc.</del><br>P: <del>Lanette Howard</del> <a href="mailto:sergio.alanis@firehousesubs.com">Sergio Alanis</a><br><del>3764 Vista Dunes</del><br><del>9216 Bradhurst Street</del><br><del>Palm Springs, CA 92262</del> <a href="mailto:pico_rivera_ca_90660@firehousesubs.com">Pico Rivera, CA 90660</a><br><del>(909) 557-4035</del> <a href="tel:476-2415">626) 476-2415</a><br><del>lanette.howard@firehousesubs.com</del> <a href="mailto:sergio.alanis@firehousesubs.com">sergio.alanis@firehousesubs.com</a> |  | <del>Los Angeles</del><br><a href="#">Los Angeles</a><br><a href="#">Pico Rivera</a>     | CA                            |
| <del>CALIFORNIA</del> | <del>CLL Enterprises, LLC</del><br>P: <del>Walter Lazuka</del><br><del>22906 Raintree Lane</del><br><del>Santa Clarita, CA 91390</del><br><del>(440) 413-3222</del><br><del>walter.lazuka@firehousesubs.com</del>   |  | <del>Pasadena</del>  | <del>CA</del>                 |
| CALIFORNIA            | Teasky <del>Restaurants, 2</del> , LLC<br>P: Keith Teagarden<br>2325 Hyacinth Street<br>San Bernardino, CA 92407<br>(909) 633-3664<br><a href="mailto:keith.teagarden@firehousesubs.com">keith.teagarden@firehousesubs.com</a>  |  | <del>San Bernardino</del><br><a href="#">San Bernardino</a><br><a href="#">Cucamonga</a> | CA                            |
| <del>CALIFORNIA</del> | <del>Nur Restaurant Group, Inc.</del><br>P: <del>Navid Sapir</del><br><del>9736 Blantyre Drive</del><br><del>Beverly Hills, CA 90210</del><br><del>(310) 770-4935</del><br><del>navid.sapir@firehousesubs.com</del>   |  | <del>San Fernando Valley</del>   | <del>CA</del>                 |
| <del>CALIFORNIA</del> | <del>Ritz Concepts, Inc.</del><br>P: <del>Peter Abolverdi</del><br><del>2943 Woodwardia Drive</del><br><del>Los Angeles, CA 90077</del><br><del>(310) 595-4442</del><br><del>peter.abolverdi@firehousesubs.com</del>  |  | <del>Santa Monica</del>  | <del>CA</del>                 |

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| CALIFORNIA                 | <del>A &amp; C Restaurants Group, LLC</del> & I Subs.<br><del>Inc.</del><br>P: <del>Marsha Chatterjee</del> <a href="mailto:Michael.Moss@firehousesubs.com">Michael Moss</a><br><del>5978 Courtland Drive</del><br><a href="mailto:1426.University.Avenue@firehousesubs.com">1426 University Avenue</a><br>Riverside, CA <del>92506</del> <a href="tel:951.500.0732">92507</a><br>(951) <del>500-0732</del> <a href="tel:500.0732">536-7482</a><br><del>dan.aparekka@firehousesubs.com</del> <a href="mailto:michael.moss@firehousesubs.com">michael.moss@firehousesubs.com</a>   |                           | <del>Victorville</del> <a href="http://Riverside">Riverside</a>         | CA                            |
| <a href="#">CALIFORNIA</a> | <a href="#">Ritz Concepts, Inc.</a><br>P: <a href="mailto:Peter.Abolverdi@firehousesubs.com">Peter Abolverdi</a><br><a href="mailto:2943.Woodwardia.Drive@firehousesubs.com">2943 Woodwardia Drive</a><br><a href="mailto:Los.Angeles.CA.90077@firehousesubs.com">Los Angeles, CA 90077</a><br><a href="tel:310.595.4442">310) 595-4442</a><br><a href="mailto:peter.abolverdi@firehousesubs.com">peter.abolverdi@firehousesubs.com</a>   |                           | <a href="#">Santa Monica</a>  | <a href="#">CA</a>            |
| <a href="#">COLORADO</a>   | <a href="#">Charged Line, LLC</a><br>P: <a href="mailto:Wayne.Murphy@firehousesubs.com">Wayne Murphy</a><br><a href="mailto:12384.E.Bates.Circle@firehousesubs.com">12384 E. Bates Circle</a><br><a href="mailto:Aurora.CO.80014@firehousesubs.com">Aurora, CO 80014</a><br><a href="tel:303.886.0300">303) 886-0300</a><br><a href="mailto:wayne.murphy@firehousesubs.com">wayne.murphy@firehousesubs.com</a>  |                           | <a href="#">Aurora (1<sup>st</sup> site)</a>                            | <a href="#">CO</a>            |
| COLORADO                   | Charged Line, LLC<br>P: Wayne Murphy<br>12384 E. Bates Circle<br>Aurora, CO 80014<br>(303) 886-0300<br><a href="mailto:wayne.murphy@firehousesubs.com">wayne.murphy@firehousesubs.com</a>   |                           | Aurora ( <del>1<sup>st</sup></del> <a href="#">2<sup>nd</sup></a> site) | CO                            |
| COLORADO                   | <del>Charged Line, LLC</del><br>P: <del>Wayne Murphy</del><br><del>12384 E. Bates Circle</del><br><del>Aurora, CO 80014</del> <a href="#">GW LTD.: Aurora Crossing</a><br><a href="#">a Limited Liability Company</a><br>P: <a href="mailto:Alex.Gastineau@firehousesubs.com">Alex Gastineau</a><br><a href="mailto:P.O.Box.746086@firehousesubs.com">P.O. Box 746086</a><br><a href="mailto:Arvada.CO.80006@firehousesubs.com">Arvada, CO 80006</a><br><del>(303) 886-0300</del> <a href="tel:303.580.275">580) 275-9202</a><br><del>wayne.murphy@firehousesubs.com</del> <a href="mailto:alex.gastineau@firehousesubs.com">alex.gastineau@firehousesubs.com</a> |                           | Aurora ( <del>2<sup>nd</sup></del> site)                                | CO                            |

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| COLORADO               | King's Fuego KC, LLC<br>P: Kingsley Brainard<br>8555 W. Belleview Ave. #H-100<br>Westminster, CO 80031<br>(407) 421-4307<br><a href="mailto:kbrainard@firehousesubs.com">kbrainard@firehousesubs.com</a>                     |                           | Lakewood                | CO                            |
| <del>COLORADO</del>    | <del>KRH Flaming Subs 2, LLC<br/>P: Thaddeus L. Mahan<br/>6328 W 96<sup>th</sup> Place<br/>Westminster, CO 80021<br/>(720) 590-3300<br/><a href="mailto:thad.mahan@firehousesubs.com">thad.mahan@firehousesubs.com</a></del> |                           | <del>Superior</del>     | <del>CO</del>                 |
| <del>CONNECTICUT</del> | <del>Navin, LLC<br/>P: Samir Patel<br/>52 Walnut Hill Road<br/>Bethel, CT 06801<br/>(203) 994-1728<br/><a href="mailto:samir.patel@firehousesubs.com">samir.patel@firehousesubs.com</a></del>                                |                           | <del>Bethel</del>       | <del>CT</del>                 |
| FLORIDA                | 2nd Fire LLC<br>P: Mariano Affranchino<br>1673 Victoria Pointe Circle<br>Weston, FL 33327<br>(786) 600-0227<br><a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>              |                           | Dania Beach             | FL                            |
| FLORIDA                | 4th GEN LLC<br>P: Mariano Affranchino<br>1673 Victoria Pointe Circle<br>Weston, FL 33327<br>(786) 600-0227<br><a href="mailto:mariano.affranchino@firehousesubs.com">mariano.affranchino@firehousesubs.com</a>               |                           | Hialeah                 | FL                            |
| <del>FLORIDA</del>     | <del>SDSink Holdings, Inc.<br/>P: Shannon Sink<br/>4902 Mirabella Place<br/>Lutz, FL 33558<br/>(678) 850-7834<br/><a href="mailto:shannon.sink@firehousesubs.com">shannon.sink@firehousesubs.com</a></del>                   |                           | <del>Jensen Beach</del> | <del>FL</del>                 |
| <del>FLORIDA</del>     | <del>PARVICS, LLC<br/>P: Allison Rich<br/>145 Glencullen Circle<br/>Jupiter, FL 33458<br/>(561) 236-2957<br/><a href="mailto:allison.rich@firehousesubs.com">allison.rich@firehousesubs.com</a></del>                        |                           | <del>Jupiter</del>      | <del>FL</del>                 |

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| FLORIDA | <del>RAP Subs, Fuego Indio LLC</del><br>P: <del>Raliz (Roy) Patel</del> <del>Britt Diaz</del><br><del>3887 NW 107<sup>th</sup> Avenue, Ste. 102</del><br><del>8645 Grandee Drive</del><br><del>Doral, FL 33178</del> <del>Orlando, FL 32829</del><br><del>(334) 208-1723</del> <del>(407) 808-1635</del><br><del>roy.patel@firehousesubs.com</del> <del>britt.diaz@firehousesubs.com</del> | <del>9204 West Flagler Street</del> | <del>Miami</del> <del>Melbourne</del> | <del>FL 33174</del>           |
| FLORIDA | J&M Restaurant Inc.<br>P: Maurice Guz<br>2241 NW 34 <sup>th</sup> Avenue<br>Lauderdale Lakes, FL 33311<br>(954) 717-3835<br><a href="mailto:maurice.guz@firehousesubs.com">maurice.guz@firehousesubs.com</a>   |                                     | Oakland Park                          | FL                            |
| FLORIDA | <del>B &amp; B of Big Bend Road LLC</del><br>P: <del>John S. York</del><br><del>8927 Eagle Watch Drive</del><br><del>Riverview, FL 33578</del><br><del>(352) 874-0902</del><br><del>john.york@firehousesubs.com</del>  |                                     | <del>Riverview</del>                  | <del>FL</del>                 |
| FLORIDA | Siesta Steam, LLC<br>P: James Wiewel<br>47 Shoreland Drive<br>Osprey, FL 34229<br>(941) 961-0951<br><a href="mailto:jwiewel@firehousesubs.com">jwiewel@firehousesubs.com</a>   |                                     | Sarasota                              | FL                            |
| FLORIDA | Hollis Enterprise, LLC<br>P: Susan Hollis<br>594 Dolphin Ave. SE<br>St. Petersburg, FL 33705<br>(727) 821-1213<br><a href="mailto:susan.hollis@firehousesubs.com">susan.hollis@firehousesubs.com</a>   |                                     | St. Petersburg                        | FL                            |
| FLORIDA | <del>SDS Ventures II LLC</del><br>P: <del>Shannon Sink</del><br><del>4902 Mirabella Place</del><br><del>Lutz, FL 33558</del><br><del>(678) 850-7834</del><br><del>shannon.sink@firehousesubs.com</del>   |                                     | <del>Stuart</del>                     | <del>FL</del>                 |

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| FLORIDA | Impact FHS Restaurants, LLC<br>P: Sarju Patel<br>19046 Bruce B downs Boulevard<br>Suite 301<br>Tampa, FL 33647<br>(813) 240-2135<br><a href="mailto:spatel@firehousesubs.com">spatel@firehousesubs.com</a>  |                           | Tampa                      | FL                            |
| FLORIDA | MGR Restaurant Holdings, Inc.<br>P: Michael Runey<br>835 Seacrest Dr.<br>Largo, FL 33771<br>(240) 446-6821<br><a href="mailto:mike.runey@firehousesubs.com">mike.runey@firehousesubs.com</a>  |                           | Tarpon Springs             | FL                            |
| FLORIDA | Fuego Caliente, LLC<br>P: Britt H. Diaz<br>8645 Grandee Drive<br>Orlando, FL 32829<br>(407) 808-1635<br><a href="mailto:brittdiazfl@gmail.com">brittdiazfl@gmail.com</a>  |                           | Titusville                 | FL                            |
| FLORIDA | BJ Lueking Investments, LLC<br>P: Bradley Lueking<br>4185 Mariner Blvd.<br>Spring Hill, FL 34609<br>(865) 776-6077<br><a href="mailto:brad.lueking@firehousesubs.com">brad.lueking@firehousesubs.com</a>  |                           | Zephyrhills                | FL                            |
| GEORGIA | <del>Integrity of GA, Inc.</del> DNF Douglas, LLC<br>P: <del>Mehul Patel</del> Fred Thomas<br>P.O. Box 398<br><a href="mailto:mehul.patel@firehousesubs.com">204 Monticello Drive</a><br><del>Dalton, GA 30722</del> Kingsland, GA 31548<br>(423) 314-3024 (678) 920-4891<br><del>mehul.patel@firehousesubs.com</del> fred.thomas@firehousesubs.com |                           | <del>Calhoun</del> Douglas | GA                            |
| GEORGIA | Loya, Hip Hop Get Subs LLC<br>P: Nirav Patel Eddie Wells<br>704 Mason Terrace<br><a href="mailto:nirav.patel@firehousesubs.com">556 Oglethorpe Highway, Unit A</a><br><del>Perry, GA 31069</del> Hinesville, GA 31313<br>(478) 335-6789 (912) 536-3411<br><del>nirav.patel@firehousesubs.com</del> ewells@firehousesubs.com                         |                           | <del>Decatur</del> Rincon  | GA                            |



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| GEORGIA          | Downey Foods, LLC<br>P: Kirk Downey<br>P.O. Box 2186<br>Aiken, SC 29802<br>(803) 215-3768<br>kdowney@firehousesubs.com  |                           | Grovetown                          | GA                            |
| GEORGIA          | FHS LaGrange, INC<br>P: Bhumika Patel<br>2 Briandwood Drive<br>Newnan, GA 30265<br>Bhumika.patel@firehousesubs.com  |                           | LaGrange                           | GA                            |
| GEORGIA          | Vision Foods of Loganville, LLC<br>P: Adam Arefian<br>29 North Main Street<br>P.O. Box 332<br>Watkinsville, GA 30677<br>(706) 296-9815<br>aarefian@firehousesubs.com  |                           | Loganville                         | GA                            |
| GEORGIA          | Dodson Enterprises, LLC<br>P: Carla Dodson<br>20 Ray Taylor Road<br>Tifton, GA 31793<br>(404) 797-5863<br>carla.dodson@firehousesubs.com  |                           | Moultrie                           | GA                            |
| GEORGIA/ILLINOIS | Liquid Fire, LLC Sirens Blazin, Inc.<br>P: Chad Weaver Elizabeth Strack<br>8 N. Nicolson Circle<br>Savannah, GA 31419<br>922 N. Oakcreek Drive<br>Genoa, IL 60135<br>(904) 631-7815 (508) 8791<br>eweaver@firehousesubs.com elizabeth.strack@firehousesubs.com                      |                           | Richmond Hill<br>Dekalb            | GA/IL                         |
| IDAHO/ILLINOIS   | O Brothers Subs, LLC OM Narayanhari Corp.<br>P: Kyle J. Staples Pinal Patel<br>4463 N. Shaw Loop<br>Coeur d'Alene, ID 83815<br>7 Featherstone Court<br>Lake in the Hills, IL 60156<br>(208) 625-0343 (317) 575-5192<br>kyle.staples@firehousesubs.com pinal.patel@firehousesubs.com |                           | Coeur d'Alene<br>Lake in the Hills | ID/IL                         |

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| ILLINOIS | Beacon of Light, LLC<br>P: Yvette Webb<br>341 Buttonwood Tree Lane<br>Elsberry, MO 63343<br>(314) 422-5383<br>yvette.webb@firehousesubs.com  |                           | Quincy                          | IL                            |
| ILLINOIS | DCRJ Enterprise, Corp Kapler, L.L.C.<br>P: David Allen Lauren Miller<br>25W 115 Laredo Trail<br>231 81 <sup>st</sup> Street<br>Bloomingtondale, IL 60108 Willowbrook, IL<br>60527<br>(630) 461-1378 957-8390<br>allendb3@gmail.com lauren.miller@firehousesubs.com |                           | Bloomingtondale-<br>Willowbrook | IL                            |
| ILLINOIS | Mazanek Restaurants, LLC<br>P: Hannah Mazanek<br>3919 Stone Hollow Lane<br>Edwardsville, IL 62025<br>(321) 704-3901<br>hannah.mazanek@firehousesubs.com  |                           | Collinsville                    | IL                            |
| ILLINOIS | Vanderbilt's Firehouse, Inc.<br>P: Christine Vanderbilt<br>518 Keepataw Drive<br>Lemont, IL 60439<br>(630) 742-7875<br>christine.vanderbilt@firehousesubs.com  |                           | Lemont                          | IL                            |
| ILLINOIS | OM Narayanhari Corp.<br>P: Pinal Patel<br>7 Featherstone Court<br>Lake in the Hills, IL 60156<br>(347) 575-5192<br>pinal.patel@firehousesubs.com   |                           | McHenry                         | IL                            |
| ILLINOIS | Beacon of Light, LLC<br>P: Yvette Webb<br>341 Buttonwood Tree Lane<br>Elsberry, MO 63343<br>(314) 422-5383<br>yvette.webb@firehousesubs.com  |                           | Quincy                          | IL                            |

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| ILLINOIS | Spartan Works Inc.<br>P: Mohamed B. Yala<br>38 Pentwater Drive<br>South Barrington, IL 60010<br>(847) 387-9903<br><a href="mailto:moyala12@gmail.com">moyala12@gmail.com</a>   |                                     | South Barrington                                | IL                            |
| INDIANA  | J.T. Williams, L.L.C. BCS & Family Subs LLC<br>P: Tammie Williams Carol Stanton<br>4548 Lake Chapin Road 5650 W. Duvall Road<br>Berrien Springs, MI 49103<br>Bloomington, IN 47403<br>(269) 240-7901 (812) 322-8340<br><a href="mailto:misstlwrn@gmail.com">misstlwrn@gmail.com</a> <a href="mailto:carol.stanton@firehousesubs.com">carol.stanton@firehousesubs.com</a>   |                                     | South Bend<br>Bloomington                       | IN                            |
| INDIANA  | HSK, LLC<br>P: Kevin Akers<br>4180 Carriage Lane<br>Terre Haute, IN 47805<br>(812) 264-4687<br><a href="mailto:kevin.akers@firehousesubs.com">kevin.akers@firehousesubs.com</a>  |                                     | Terre Haute                                     | IN                            |
| IOWA     | Glebry II, Incorporated<br>P: Glenn Johnson<br>306 Rockvalley Lane NW<br>Cedar Rapids, IA 52405<br>(319) 721-8053<br><a href="mailto:glenn.johnson@firehousesubs.com">glenn.johnson@firehousesubs.com</a>  | <a href="#">1800 North Division</a> | Dubuque<br>Davenport                            | IA <a href="#">52804</a>      |
| KANSAS   | <del>Incendio Enterprises, L.L.C.</del> <a href="#">ATQI Partners, LLC #2</a><br>P: <del>Andrew Reece</del> <a href="#">Kevin Goetz</a><br><del>2525 South Prescott Circle</del><br><a href="#">1906 SW Arrowhead Road</a><br>Wichita, KS 67215 <a href="#">Topeka, KS 66604</a><br>(316) 640-2443 (785) 506-3199<br><a href="mailto:andrew.reece@firehousesubs.com">andrew.reece@firehousesubs.com</a> <a href="mailto:kevin.goetz@firehousesubs.com">kevin.goetz@firehousesubs.com</a> |                                     | <del>Hutchinson</del> <a href="#">Manhattan</a> | KS                            |

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| <del>KANSAS</del> <a href="#">LOUISIANA</a> | <del>Trocaire Enterprises, Inc.</del> <a href="#">Southern Subs, LLC</a><br>P: <del>Dana Todd</del> <a href="#">Jessica Christen</a><br><del>25 Beaver Creek Road</del><br><del>Goddard, KS 67052</del><br><del>108 Avenue A</del><br><del>Belle Chasse, LA 70037</del><br><del>(316) 841-5674</del> <a href="#">(504) 377-5528</a><br><del>Dana.todd@firehousesubs.com</del> <a href="#">jessica.christen@firehousesubs.com</a>        |                           | <del>Wichita</del> <a href="#">Jefferson Parish</a> | <del>KS</del> <a href="#">LA</a> |
| LOUISIANA                                   | <del>Hub City Subs</del> <a href="#">Contraband Cowboys LLC</a><br>P: <del>Terry Castille</del> <a href="#">Robert Callaway</a><br><del>102 Nestling Cove</del><br><del>200 Sugar Lane</del><br><del>Carenero, LA 70520</del> <a href="#">Leesville, LA 71446</a><br><del>(337) 344-2384</del> <a href="#">(910) 818-6550</a><br><del>terry.castille@firehousesubs.com</del> <a href="#">robert.callaway@firehousesubs.com</a>          |                           | <del>Carenero</del> <a href="#">Lake Charles</a>    | LA                               |
| LOUISIANA                                   | <del>Juni Restaurant</del> <a href="#">DAT Management Group, LLC L.L.C.</a><br>P: <del>Jagrut Desai</del> <a href="#">Adam Ratliff</a><br><del>2716 N. Macarthur Drive</del><br><del>438 Main Street, #101</del><br><del>Alexandria, LA 71303</del> <a href="#">Baton Rouge, LA 70801</a><br><del>(318) 308-0297</del> <a href="#">(504) 417-5756</a><br><del>jagdesai82@gmail.com</del> <a href="#">adam.ratliff@firehousesubs.com</a> |                           | <del>Kenner</del> <a href="#">Prairieville</a>      | LA                               |
| LOUISIANA                                   | Nichols Holdings, LLC<br>P: Christopher Nichols<br>2122 Hicks Frazier<br>Farmersville, LA 71241<br>(318) 243-4230<br><del>chris.nichols@netwes.com</del> <a href="#">chris.nichols@firehousesubs.com</a>  |                           | <del>Ruston</del> <a href="#">Monroe</a>            | LA                               |
| <del>MARYLAND</del> <a href="#">MAINE</a>   | <del>E-Cubed</del> <a href="#">MMK Subs of Dover, LLC</a><br>P: <del>Timothy Padilla</del> <a href="#">Michael Koman</a><br><del>7804 Muncaster Mill Road</del><br><del>Gaithersburg, MD 20877</del><br><del>9 Chester Avenue</del><br><del>Falmouth, ME 04105</del><br><del>(240) 643-9523</del> <a href="#">(803) 466-6383</a><br><del>timothy.padilla@firehousesubs.com</del> <a href="#">michael.koman@firehousesubs.com</a>        |                           | <del>Bel Air</del> <a href="#">Falmouth</a>         | <del>MD</del> <a href="#">ME</a> |

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| <del>MARYLAND</del> <u>MAINE</u> | <del>Varni</del> <u>MMK Subs, Corp-LLC</u><br>P: <del>Dhurmil Patel</del> <u>Michael Koman</u><br><del>7234 Montgomery Rd., Apt 1A</del><br><del>Elkridge, MD 21075</del><br><u>9 Chester Avenue</u><br><u>Falmouth, ME 04105</u><br><del>(443) 255-8388</del> <u>(803) 466-6383</u><br><del>dhurmil.patel@firehousesubs.com</del> <u>michael.koman@firehousesubs.com</u> |                             | <del>Bethesda</del> <u>Westbrook</u>                | <del>MD</del> <u>ME</u>       |
| MARYLAND                         | D & D <del>St. Mary's</del> <u>Clinton</u> , LLC<br>P: Darrin Atlas<br>22120 Bell Farm Way<br>Leonardtown, MD 20650<br>(240) 298-7021<br>darrin.atlas@firehousesubs.com   |                             | <del>Bowie</del> <u>Clinton</u>                     | MD                            |
| <u>MARYLAND</u>                  | <u>Dukes Management, LLC</u><br>P: <u>Larry Dukes</u><br><u>6300 Blue Sage Lane</u><br><u>Upper Marlboro, MD 20772</u><br><u>(301) 346-9377</u><br><u>larry.dukes@firehousesubs.com</u>   |                             | <u>Cockeysville</u>                                 | <u>MD</u>                     |
| MARYLAND                         | <del>Metropolitan</del> <u>MN&amp;T</u> Subs, Inc.<br>P: Najeeb Aslam<br><del>1304 Travis View Court</del><br><u>350-B Christopher Avenue</u><br>Gaithersburg, MD 20879<br>(703) 338-4697<br>naieeb.aslam@firehousesubs.com   | <u>28 Upper Rock Circle</u> | <del>Gaithersburg</del> <u>Rockvill</u><br><u>e</u> | MD <u>20850</u>               |
| <del>MARYLAND</del>              | <del>C&amp;N Ventures, LLC</del><br>P: <del>Antoinette Ejikeme</del><br><del>14916 Running Horse Place</del><br><del>Bowie, MD 20715</del><br><del>(301) 332-9599</del><br><del>antoinette.ejikeme@firehousesubs.com</del>  |                             | <del>Laurel</del>                                   | <del>MD</del>                 |
| MARYLAND                         | <del>The Rugged Group</del> <u>FHSOC, LLC</u><br>P: <del>Ronald Pivarnik</del> <u>Zarina Umbetova</u><br><del>1104 McHenry</del> <u>10903 Emory Drive</u><br><del>Glen Burnie, MD 21061</del> <u>Berlin, MD 21811</u><br><del>(410) 703-1541</del> <u>900-5109</u><br><del>ronald.pivarnik@firehousesubs.com</del> <u>zarina.umbetova@firehousesubs.com</u>               | <u>574 Ritchie Highway</u>  | <del>Saverna-Park</del> <u>Salisbury</u>            | MD <del>21146</del>           |

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| MASSACHUSETTS        | JS & Gencon Enterprises, Inc.<br>P: Stephen Conway, Jr.<br>43 Hall Road<br>Oxford, MA 01540<br>(508) 234-4399<br><a href="mailto:conwayfamilyprt@gmail.com">conwayfamilyprt@gmail.com</a><br><a href="mailto:stephen.conway@firehousesubs.com">stephen.conway@firehousesubs.com</a>  |                           | Oxford  | MA                            |
| MASSACHUSETTS        | <del>Costa Group</del> <del>Morya</del> LLC<br>P: <del>Brunno Santos</del> <del>Sejalben Patel</del><br><del>88 Pease Avenue</del><br><del>15 Knollwood Circle</del><br><del>West Springfield, MA 01089</del> <del>Weymouth, MA</del><br><del>02188</del><br><del>(786) 797-7446</del> <del>339) 205-8564</del><br><del>brunno.santos@firehousesubs.com</del> <del>sejalben.pat</del><br><del>el@firehousesubs.com</del> |                           | <del>West</del><br><del>Springfield</del> <del>Quincy</del> | MA                            |
| <u>MASSACHUSETTS</u> | <u>Kaby Subs LLC</u><br><u>P: Daniel Pettit</u><br><u>67 Hartwell Avenue</u><br><u>Littleton, MA 01460</u><br><u>(978) 413-1707</u><br><br><u>daniel.pettit@firehousesubs.com</u>  |                           | <u>Walpole</u>  | <u>MA</u>                     |
| MICHIGAN             | JRGR, LLC<br>P: Susan Cornish<br>39560 72 <sup>nd</sup> <del>Ave</del> <u>Avenue</u><br>Decatur, MI 49045<br>(269) 501-5305<br><a href="mailto:susan.cornish@firehousesubs.com">susan.cornish@firehousesubs.com</a>  |                           | <del>Kalamazoo</del> <u>Portage</u>                         | MI                            |
| <del>MICHIGAN</del>  | <del>Nozzle 57, LLC</del><br><del>P: John Kupiec</del><br><del>9221 Creekwood Lake Trail</del><br><del>Grand Blanc, MI 48439</del><br><del>(810) 240-0443</del><br><del>john.kupiec@firehousesubs.com</del>  |                           | <del>Novi</del>   | <del>MI</del>                 |
| <del>MICHIGAN</del>  | <del>A &amp; O Partners, LLC</del><br><del>P: Kevin Alread</del><br><del>1863 Ridgewood Circle</del><br><del>Saline, MI 48176</del><br><del>(989) 705-1524</del><br><del>kevin.alread@firehousesubs.com</del>  |                           | <del>Traverse City</del>                                    | <del>MI</del>                 |

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| MICHIGAN   | <del>Great Lakes</del> <a href="#">Metro Fire</a> Brigade, LLC<br>P: <del>Bill Costello</del> <a href="#">Brad Wilson</a><br><del>21623 East 9 Mile Rd.</del><br><a href="#">4076 North Waldo Road</a><br><del>St. Clair Shores, MI 48080</del> <a href="#">Midland, MI 48640</a><br><del>(248) 459-8363</del> <a href="#">(734) 277-7073</a><br><del>bill.costello@firehousesubs.com</del> <a href="#">brad.wilson@firehousesubs.com</a>        |  | Westland  | MI                               |
| MINNESOTA  | First Alarm Restaurants, Inc.<br>P: John Powers<br>15 West 95 <sup>th</sup> Street<br>Bloomington, MN 55420<br>(612) 220-6153<br><a href="#">john.powers@firehousesubs.com</a>   | <a href="#">11649 Fountains Drive, Suite A-3</a> | <del>Savage</del> <a href="#">Maple Grove</a>           | MN <a href="#">55369</a>         |
| <del>MISSISSIPPI</del> <a href="#">MINNESOTA</a> | <del>1-10/12, I&amp;M</del> Bell Properties LLC<br>P: <del>Scott Statham</del> <a href="#">Meredith Bell</a><br><del>1110 Valmont Street</del><br><del>New Orleans, LA 70115</del><br><a href="#">1185 Ridge Road</a><br><del>Owatonna, MN 55060</del><br><del>(504) 496-3241</del> <a href="#">(612) 910-3321</a><br><del>scott.statham@firehousesubs.com</del> <a href="#">meredith.bell@firehousesubs.com</a>                                 |  | <del>Gulfport</del> <a href="#">Rochester</a>           | <del>MS</del> <a href="#">MN</a> |
| <del>MISSISSIPPI</del> <a href="#">MISSOURI</a>  | <del>Craig Rogers Investment</del> <a href="#">Triple C Restaurants, LLC</a><br>P: <del>William Craig</del> <a href="#">Brian Collins</a><br><del>327 Highway 12</del><br><del>Starkville, MS 39759</del><br><a href="#">5424 Villa Rosa Lane</a><br><del>Hazelwood, MO 63042</del><br><del>(601) 201-9461</del> <a href="#">(636) 346-9086</a><br><del>william.craig@firehousesubs.com</del><br><a href="#">brian.collins@firehousesubs.com</a> |  | <del>Madison</del> <a href="#">Columbia</a>             | <del>MS</del> <a href="#">MO</a> |
| MISSOURI   | <del>JSAC</del> <a href="#">Triple C Restaurants, LLC</a><br>P: <del>Jason Pullman</del> <a href="#">Brian Collins</a><br><del>707 2 SW Caprington</del><br><del>Bentonville, AR 72712</del><br><a href="#">5424 Villa Rosa Lane</a><br><del>Hazelwood, MO 63042</del><br><del>(479) 640-8444</del> <a href="#">(636) 346-9086</a><br><del>jason.pullman@firehousesubs.com</del> <a href="#">brian.collins@firehousesubs.com</a>                 |  | <del>Springfield</del> <a href="#">Richmond Heights</a> | MO                               |

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| MISSOURI  | SNTA Foods, LLC<br>P: Sherif Magd<br>615 S. Pearl Avenue<br>Joplin, MO 64803<br>(417) 459-5377<br><a href="mailto:sherif.magd@firehousesubs.com">sherif.magd@firehousesubs.com</a>   |                           | St. Joseph        | MO                            |
| MISSOURI  | AAA Quality Subs, LLC<br>P: Michael Marquart<br>950 Charrette Lane<br>Washington, MO 63090<br>(314) 220-6919<br><a href="mailto:mike.marquart@firehousesubs.com">mike.marquart@firehousesubs.com</a>   |                           | St. Louis         | MO                            |
| MISSOURI  | G & F Subs, Inc.<br>P: Gary Green<br>1370 Redbird Drive<br>Florissant, MO 63031<br>(314) 852-9505<br><a href="mailto:gary.green@firehousesubs.com">gary.green@firehousesubs.com</a>  |                           | St. Louis         | MO                            |
| <del>NEBRASKA</del><br><u>NEVAD</u><br><u>A</u> | On A 3, FHR Number 3 LLC<br>P: Tom Davis Vincent Alba, Jr.<br>18431 Thayer St.<br>Bennington, NE 68007<br>3069 Amari Avenue<br>Las Vegas, NV 89141<br>(402) 650-8610 (702) 468-3454<br><a href="mailto:tom.davis@firehousesubs.com">tom.davis@firehousesubs.com</a> <a href="mailto:vincent.alba@firehousesubs.com">vincent.alba@firehousesubs.com</a> |                           | Fremont Las Vegas | <del>NE</del><br><u>NV</u>    |
| <del>NEBRASKA</del><br><u>NEVAD</u><br><u>A</u> | FHKmy LHK, LLC<br>P: Jeff Mount Patrick Lindsay<br>46633 Missouri Street<br>Burbank, SD 57010<br>2667 Fermi Road<br>Carson City, NV 89706<br>(605) 670-9703 (858) 354-3537<br><a href="mailto:jeff.mount@firehousesubs.com">jeff.mount@firehousesubs.com</a> <a href="mailto:patrick.lindsay@firehousesubs.com">patrick.lindsay@firehousesubs.com</a>  |                           | Kearney Sparks    | <del>NE</del><br><u>NV</u>    |



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| NEW JERSEY        | <del>Cosmic Chefs, LLC</del> <u>JDG Enterprise Inc.</u><br>P: <del>Christopher Clendenen</del> <u>Jaclyn Martell</u><br><del>9727 3<sup>rd</sup> Avenue</del><br><u>108 W. Clementon Road</u><br><del>Stone Harbor, NJ 08247</del> <u>Gibbsboro, NJ 08026</u><br><del>(856) 625-5420</del> <u>(609) 313-9705</u><br><del>christopher.clendenen@firehousesubs.com</del> <u>jaclyn.martell@firehousesubs.com</u> |                           | <del>Camden</del> <u>Berlin</u>              | NJ                            |
| NEW JERSEY        | <del>Prabhu Laxmi, LLC</del> <u>ILSEDA Restaurant Group Inc.</u><br>P: <del>Ashesh Patel</del> <u>Ilker Dinc</u><br><del>85 White Rock Blvd.</del><br><u>257 7<sup>th</sup> Street, Apt. O-4</u><br><del>Oak Ridge, NJ 07438</del> <u>Clifton, NJ 07011</u><br><del>(973) 610-5756</del> <u>(201) 212-1644</u><br><del>ashesh.patel@firehousesubs.com</del> <u>ilker.dinc@firehousesubs.com</u>                |                           | <del>Florham Park</del> <u>Hackensack</u>    | NJ                            |
| NEW JERSEY        | <del>Finest Subs, ECF Enterprises LLC</del><br>P: <del>Chaitanya Patel</del> <u>Mark Farrell</u><br><del>2 Dayton Drive, Apt. 5B</del><br><u>2146 Briarwood Avenue</u><br><del>Edison Sea Girt, NJ 08750</del><br><del>(732) 910-7779</del> <u>239-7835</u><br><del>chaitanya.patel@firehousesubs.com</del> <u>mark.farrell@firehousesubs.com</u>  |                           | <del>Moorestown</del> <u>Monmouth County</u> | NJ                            |
| NEW JERSEY        | Darma Foods, LLC<br>P: Ashesh Patel<br>85 White Rock Boulevard<br>Oak Ridge, NJ 07438<br>(862) 221-2460<br>ashesh.patel@firehousesubs.com  |                           | Oak Ridge                                    | NJ                            |
| <u>NEW JERSEY</u> | <u>Long Valley Foods, LLC</u><br>P: <u>John Ti Li</u><br><u>95 West Main Street, Suite 5-297</u><br><u>Chester, NJ 07930</u><br><u>(908) 867-0011</u><br><u>john.li@firehousesubs.com</u>  |                           | <u>Union</u>                                 | <u>NJ</u>                     |

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| NEW MEXICO                                       | <del>Lucaba</del> 4K Restaurant Group, LLC<br>P: <del>Lucas J. Conner</del> Jack Kassis<br><del>412 Kentucky-</del><br><del>3328 North Grimes</del><br><del>Albuquerque, NM-87108</del> Hobbs, NM 88240<br><del>(505) 918-4689</del> 575) 318-3337<br><del>leonner@firehousesubs.com</del> jack.kassis@firehousesubs.com  |                                      | <del>Albuquerque</del> Hobbs  | NM                            |
| <del>NEW YORK</del>                              | <del>Nanuet Subs, Inc.</del><br>P: <del>Tejash Patel</del><br><del>4 Maybrook Drive</del><br><del>Maywood, NJ 07607</del><br><del>(201) 214-1986</del><br><del>tejash.patel@firehousesubs.com</del>   |                                      | <del>Rockland</del>           | <del>NY</del>                 |
| <del>NORTH</del> NEW<br>CAROLINA <del>YORK</del> | <del>FH OPCO, LLC</del> Khwaja Sub Corp.<br>P: <del>David B. Morris</del> Syed Alam<br><del>112 Parkspring</del><br><del>Cary, NC 27511</del><br><del>25-19 14<sup>th</sup> Street, 2<sup>nd</sup> Floor</del><br><del>Astoria, NY 11102</del><br><del>(919) 370-6292</del> 718) 755-0272<br><del>davidb.morris@firehousesubs.com</del> syed.alam@firehousesubs.com |                                      | <del>Cary</del> Staten Island | <del>NC</del> NY              |
| NORTH CAROLINA                                   | Bello Restaurant Group, LLC<br>P: Keith Bell<br>1117 Grogans Mill Drive<br>Cary, NC 27519<br>(919) 770-5328<br>keith.bell@firehousesubs.com   |                                      | Cary                          | NC                            |
| <del>NORTH CAROLINA</del>                        | <del>Renaissance Restaurant Group, LLC</del><br>P: <del>Mohammad Asad</del><br><del>120 Thistle Top Trail</del><br><del>Apex, NC 27502</del><br><del>(919) 624-7101</del><br><del>masad@firehousesubs.com</del>   | <del>1720 Fordham Blvd. Ste. B</del> | <del>Chapel Hill</del>        | <del>NC 27514</del>           |
| NORTH CAROLINA                                   | <del>Waverly</del> Mt. _____ Island SRG, LLC<br>P: Justin Scotto<br><del>137 Cross Center Rd., Ste. 234</del><br><del>2700 West Mallard Creek Road, #220</del><br><del>Denver, NC 28037</del> Charlotte, NC 28262<br>(704) 609-4460<br>jscotto@firehousesubs.com  |                                      | Charlotte                     | NC                            |

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|----------------|---|---------------------------|--|-------------------------------|
| NORTH CAROLINA | <del>Scotto Restaurant Group, LLC</del><br>P: Justin Scotto<br>137 Cross Center Rd., Ste. 234<br>Denver, NC 28037<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>   |                           | Charlotte  | NC                            |
| NORTH CAROLINA | University SRG, LLC<br>P: Justin Scotto<br>2700 West Mallard Creek Road, #220<br>Charlotte, NC 28262<br>(704) 609-4460<br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>  |                           | Charlotte  | NC                            |
| NORTH CAROLINA | <a href="mailto:keith.bell@firehousesubs.com">Bello Restaurant Group, LLC</a><br>P: Keith Bell<br><a href="mailto:keith.bell@firehousesubs.com">1117 Grogans Mill Drive</a><br><a href="mailto:keith.bell@firehousesubs.com">Cary, NC 27519</a><br><a href="mailto:keith.bell@firehousesubs.com">(919) 770-5328</a><br><a href="mailto:keith.bell@firehousesubs.com">keith.bell@firehousesubs.com</a>   |                           | Durham   | NC                            |
| NORTH CAROLINA | <del>Best Development, Inc. CAM Subs LLC</del><br>P: <del>John Paul Best</del> <a href="mailto:craig.stephens@firehousesubs.com">Craig Stephens</a><br><del>212 Connie</del> <a href="mailto:craig.stephens@firehousesubs.com">106 Treyburn</a> Circle<br><del>Goldsboro, NC 27530</del><br><del>Irmo, SC 29063</del><br><del>(910) 617-4384</del> <a href="mailto:craig.stephens@firehousesubs.com">803) 530-1871</a><br><del>jp.best@firehousesubs.com</del> <a href="mailto:craig.stephens@firehousesubs.com">craig.stephens@firehousesubs.com</a>                             |                           | <del>Goldsboro</del> <a href="mailto:craig.stephens@firehousesubs.com">Shelby</a>      | NC                            |
| NORTH CAROLINA | <del>Sona &amp; Veer, Inc. JKC Investments, LLC</del><br>P: <del>Bivinder Pal</del> <a href="mailto:joy.brewington@firehousesubs.com">Joy Brewington</a><br><del>55 Trenton Drive</del><br><del>3504 Tree Ring Court</del><br><del>Kernersville, NC 27284</del> <a href="mailto:joy.brewington@firehousesubs.com">Fayetteville, NC 28306</a><br><del>(336) 327-2749</del> <a href="mailto:joy.brewington@firehousesubs.com">910) 818-0678</a><br><del>Bivinder.pal@firehousesubs.com</del> <a href="mailto:joy.brewington@firehousesubs.com">joy.brewington@firehousesubs.com</a> |                           | <del>Greensboro</del> <a href="mailto:joy.brewington@firehousesubs.com">Smithfield</a> | NC                            |
| NORTH CAROLINA | Meador Brothers, LLC<br>P: Paul Meador<br>6311 Grady's Walk<br>Raleigh, NC 20715<br>(240) 715-7180<br><a href="mailto:paul.meador@firehousesubs.com">paul.meador@firehousesubs.com</a>  |                           | Holly Springs  | NC                            |

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| NORTH CAROLINA | JSHRP, LLC<br>P: Ronak Patel<br>2241 Mayo Forest Lane<br>Morrisville, NC 27560<br>(910) 547-2097<br><a href="mailto:ronak.patel@firehousesubs.com">ronak.patel@firehousesubs.com</a>   |                                       | Jacksonville                       | NC                            |
| NORTH CAROLINA | PHRSFH OPCO, LLC<br>P: Ronak Patel <a href="mailto:David.B.Morris@firehousesubs.com">David B. Morris</a><br>121 Gratiot Drive<br>112 Parkspring<br>Morrisville, NC 27560 Cary, NC 27511<br>(919) 539-6397 370-6292<br><a href="mailto:ronak.patel@firehousesubs.com">ronak.patel@firehousesubs.com</a> <a href="mailto:davidb.morris@firehousesubs.com">davidb.morris@firehousesubs.com</a>  | <a href="#">101 Parkspring Court</a>  | Wake Forest                        | NC                            |
| OHIO           | Steam Towne, MIK 3 LLC<br>P: David D. Baker <a href="mailto:Matthew.Mikola@firehousesubs.com">Matthew Mikola</a><br>P.O. Box 751954<br>5234 Rosalind Boulevard<br>Dayton, OH 45475 Powell, OH 43065<br>(937) 416-6847 330) 524-8133<br><a href="mailto:david.baker@firehousesubs.com">david.baker@firehousesubs.com</a> <a href="mailto:matt.mikola@firehousesubs.com">matt.mikola@firehousesubs.com</a>   |                                       | Centerville <a href="#">Canton</a> | OH                            |
| OHIO           | D&S Subs, St. Charles Enterprises LLC<br>P: David E. Grusenmeyer <a href="mailto:St.Charles@firehousesubs.com">St. Charles</a><br>8092 Chambersburg Road<br>8575 Saint Ives Place<br>Huber Heights, OH 45424 Cincinnati, OH 45255<br>(973) 545-6818 513) 368-0803<br><a href="mailto:david.grusenmeyer@firehousesubs.com">david.grusenmeyer@firehousesubs.com</a> <a href="mailto:david.s.tcharles@firehousesubs.com">david.s.tcharles@firehousesubs.com</a> | <a href="#">10869 Montgomery Road</a> | Englewood Cincinnati               | OH                            |
| OHIO           | Sub Mission Brothers LLC<br>P: Ozzie Osman<br>2793 Coltsbridge Drive<br>Lewis Center, OH 43035<br>(613) 913-7815<br><a href="mailto:ozzie.osman@firehousesubs.com">ozzie.osman@firehousesubs.com</a>   |                                       | Lewis Center                       | OH                            |

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|----------|---|---------------------------|-----------------|-------------------------------|
| OHIO     | KAYLOG-LLC<br>P: Carrie A. Timic<br>4283 W 226 <sup>th</sup> Street<br>Fairview Park, OH 44126<br>440-779-0511<br>carrie.timic@firehousesubs.com                            |                           | Rocky River     | OH                            |
| OHIO     | Black Bear Restaurant Development, LLC<br>P: Thomas Martin<br>2630 South Kuther Road<br>Sidney, OH 45365<br>(937)-638-4746<br>thomas.martin@firehousesubs.com               |                           | Sidney          | OH                            |
| OKLAHOMA | One of We Holdings, LLC<br>P: Alicia Hughes<br>508 E. Grant Street<br>Guthrie, OK 73044<br>(405)-655-5450<br>alicia.hughes@firehousesubs.com                                |                           | Oklahoma City   | OK                            |
| OREGON   | V1 Restaurant Group, LLC<br>P: Brandon C. Ensley<br>2755 SW Cedar Hills Boulevard<br>Suite 102<br>Beaverton, OR 97005<br>(425)-359-8237<br>brandon.ensley@firehousesubs.com |                           | Beaverton       | OR                            |
| OREGON   | RKS Enterprises, Inc.<br>P: Richard P. Summers<br>2677 Beall Lane<br>Central Point, OR 97502<br>(541)-944-2208<br>richard.summers@firehousesubs.com                         |                           | Bend            | OR                            |
| OREGON   | RKS Enterprises, Inc.<br>P: Richard P. Summers<br>2677 Beall Lane<br>Central Point, OR 97502<br>(541)-944-2208<br>richard.summers@firehousesubs.com                         |                           | Medford         | OR                            |

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| OREGON             | FH Investments—OR, LLC<br>P: James Lovelace<br>2349 NW Douglas Street<br>Camas, WA 98607<br>(360) 903-5222<br><a href="mailto:jim.lovelace@firehousesubs.com">jim.lovelace@firehousesubs.com</a>  |   | Oregon City   | OR                            |
| PENNSYLVANIA       | Cosmic Chefs, LLC<br>9727 3 <sup>rd</sup> Avenue<br>Stone Harbor, NJ 08247<br>P: Christopher Clendenen<br>(856) 625-5420<br><a href="mailto:Christopher.clendenen@firehousesubs.com">Christopher.clendenen@firehousesubs.com</a>  |   | Audubon   | PA                            |
| PENNSYLVANIA       | LohBros, LLC<br>P: Mark R. Lohkamp<br>3 Chilton Road<br>Wilmington, DE 19803<br>(978) 808-2229<br><a href="mailto:mrlohkamp@yahoo.com">mrlohkamp@yahoo.com</a>  |   | Brookhaven  | PA                            |
| PENNSYLVANIA OH IO | S & L Foods, <a href="#">Motley Restaurants Group</a> LLC<br>P: Stephen D. Reyburn <a href="#">Kamneel Amin</a><br>407 Worth <a href="#">7021 Birch Creek</a> Court<br><del>Cranberry</del> <a href="#">Liberty</a> Township, <del>PA</del> <a href="#">16066 OH</a><br><a href="#">45044</a><br>(412) 889-1278 <a href="#">513</a> 571-1792<br><a href="mailto:steve.reyburn@firehousesubs.com">steve.reyburn@firehousesubs.com</a> <a href="mailto:kamneel.amin@firehousesubs.com">kamneel.amin@firehousesubs.com</a> | <del>620 Butler Crossing, Suite 1</del> | <del>Butler</del><br>Township <a href="#">Mason</a> | <del>PA</del> OH              |
| PENNSYLVANIA OH IO | M & M Restaurant Group, Inc. <a href="#">JAKAVA LLC</a><br>P: Marcus Odell <a href="#">Jonathan Pieron</a><br><del>1320 W. Market Street, Suite 37034</del><br><a href="#">Providence Street</a><br>York, PA 17404<br><a href="#">Whitehouse, OH 43571</a><br>(407) 923-2388 <a href="#">419</a> 205-0321<br><a href="mailto:marcus.odell@firehousesubs.com">marcus.odell@firehousesubs.com</a><br><a href="mailto:jonathan.pieron@firehousesubs.com">jonathan.pieron@firehousesubs.com</a>                             |   | Carlisle <a href="#">Perrysburg</a>                 | <del>PA</del> OH              |

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| <a href="#">PENNSYLVANIA</a><br><a href="#">OH</a><br><a href="#">IO</a> | <a href="#">Moon and Charlton</a><br><a href="#">SevenServingHim, LLC</a><br>P: <a href="#">Byron J. Moon, III</a><br><a href="#">Eric Krupa</a><br><a href="#">3106 Buffalo Road</a><br><a href="#">11120 Fairall Road</a><br><a href="#">Erie, PA 16510</a><br><a href="#">Frazeytsburg, OH 43822</a><br><a href="#">(814) 860-6338</a><br><a href="#">(740) 828-2268</a><br><a href="#">byron.moon@firehousesubs.com</a><br><a href="#">eric.krupa@firehousesubs.com</a> |  | <a href="#">Erie</a><br><a href="#">Zanesville</a> | <a href="#">PA</a><br><a href="#">OH</a> |
| <a href="#">OKLAHOMA</a>   | <a href="#">Blue Eagle Contractors Group, Inc.</a><br>P: <a href="#">Quinton Pruitt</a><br><a href="#">4330 E 118<sup>th</sup> Street</a><br><a href="#">Tulsa, OK 74137</a><br><a href="#">(580) 230-0965</a><br><a href="#">quinton.pruitt@firehousesubs.com</a>  |  | <a href="#">Durant</a>                             | <a href="#">OK</a>                       |
| <a href="#">OKLAHOMA</a>   | <a href="#">One of We Holdings, LLC</a><br>P: <a href="#">Alicia Hughes</a><br><a href="#">508 E. Grant Street</a><br><a href="#">Guthrie, OK 73044</a><br><a href="#">(405) 655-5450</a><br><a href="#">alicia.hughes@firehousesubs.com</a>  | <a href="#">2301 S. Douglas Boulevard</a><br><a href="#">Suite 100</a> | <a href="#">Midwest City</a>                       | <a href="#">OK 73130</a>                 |
| <a href="#">OREGON</a>   | <a href="#">RKS Enterprises, Inc.</a><br>P: <a href="#">Richard P. Summers</a><br><a href="#">2677 Beall Lane</a><br><a href="#">Central Point, OR 97502</a><br><a href="#">(541) 944-2208</a><br><a href="#">richard.summers@firehousesubs.com</a>   |  | <a href="#">Bend</a>                               | <a href="#">OR</a>                       |
| <a href="#">OREGON</a>   | <a href="#">V4 Enterprises LLC</a><br>P: <a href="#">Brandon C. Ensley</a><br><a href="#">9219 SW Sweek Drive</a><br><a href="#">Tualatin, OR 97062</a><br><a href="#">(425) 359-8237</a><br><a href="#">brandon.enslev@firehousesubs.com</a>   |  | <a href="#">Keizer</a>                             | <a href="#">OR</a>                       |
| <a href="#">OREGON</a>   | <a href="#">V5 Enterprises LLC</a><br>P: <a href="#">Brandon C. Ensley</a><br><a href="#">9219 SW Sweek Drive</a><br><a href="#">Tualatin, OR 97062</a><br><a href="#">(425) 359-8237</a><br><a href="#">brandon.enslev@firehousesubs.com</a>   |  | <a href="#">McMinnville</a>                        | <a href="#">OR</a>                       |

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|-------------------------|---|---------------------------|------------------------|-------------------------------|
| <u>OREGON</u>           | <u>FH Investments – OR, LLC</u><br><u>P: James Lovelace</u><br><u>2349 NW Douglas Street</u><br><u>Camas, WA 98607</u><br><u>(360) 903-5222</u><br><u>jim.lovelace@firehousesubs.com</u>  |                           | <u>Oregon City</u>     | <u>OR</u>                     |
| <u>PENNSYLVANIA</u>     | <u>Cosmic Chefs, LLC</u><br><u>P: Christopher Clendenen</u><br><u>9727 3<sup>rd</sup> Avenue</u><br><u>Stone Harbor, NJ 08247</u><br><u>(856) 625-5420</u><br><u>christopher.clendenen@firehousesubs.com</u>  |                           | <u>Audubon</u>         | <u>PA</u>                     |
| PENNSYLVANIA            | Krick <del>24,1575</del> , LLC<br>P: Kristal Eckert<br>1761 2 <sup>nd</sup> Ave.<br>York, PA 17403<br>(717) 577-4276<br><a href="mailto:kristal.eckert@firehousesubs.com">kristal.eckert@firehousesubs.com</a>  |                           | Hanover                | PA                            |
| <del>PENNSYLVANIA</del> | <del>Baluga Bay Enterprise, LLC</del><br><del>P: Loretta Mehiel</del><br><del>34 Saratoga Court</del><br><del>Hanover, Pennsylvania 17331</del><br><del>(717) 479-0858</del><br><del>loretta.mehiel@firehousesubs.com</del>                                     |                           | <del>Lancaster</del>   | <del>PA</del>                 |
| <del>PENNSYLVANIA</del> | <del>Squad 8 LLC</del><br><del>P: Angela Swartz</del><br><del>4517 Lebanon Church Road</del><br><del>West Mifflin, PA 15122</del><br><del>(412) 251-1687</del><br><del>angieswartz@comeast.net</del>  |                           | <del>Monroeville</del> | <del>PA</del>                 |
| PENNSYLVANIA            | Chandlers Heros, LLC<br>P: Frederick R. Chandler<br>4 Willow Pond Drive<br>East Stroudsburg, PA 18301<br>(570) 801-1617<br><del>rickchandler00@hotmail.com</del> <a href="mailto:frederick.chandler@firehousesubs.com">frederick.chandler@firehousesubs.com</a> |                           | Montgomery County      | PA                            |



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| PENNSYLVANIA  | Kiyan & Mahi, LLC<br>P: Samir Patel<br>2316 Cambridge Circle<br>Hatfield, PA 19440<br>(267) 638-8486<br><a href="mailto:samirj.patel@firehousesubs.com">samirj.patel@firehousesubs.com</a>  | <a href="#">19 Airport Square</a> | <del>Montgomeryville</del><br><a href="#">North Wales</a>                         | PA <a href="#">19454</a>      |
| SOUTH CAROLINA                                      | <del>TLC</del> <a href="#">Tiricorp</a> Enterprises, <del>LLC</del> <a href="#">Inc.</a><br>P: <del>Hampton Larry Chandler</del> <a href="#">Robert Tirinato</a><br><del>2108 South Irby Street, Ste. 3</del><br><a href="#">1411 Plantation Hills Drive</a><br><del>Florence, SC 29505</del> <a href="#">Rock Hill, SC 29732</a><br>(404) 290-9044 <del>(803) 322-0834</del><br><del>lchandler@firehousesubs.com</del> <a href="#">robert.tirinato@firehousesubs.com</a> |                                   | <del>Kershaw</del> <a href="#">Fort</a><br><del>County</del> <a href="#">Mill</a> | SC                            |
| TENNESSEE   | <del>Orange Fire Management, Inc.</del><br>P: <del>Paul Jarrett</del><br><del>5512 Holston Hills Road</del><br><del>Knoxville, TN 37914</del><br><del>(865) 924-9006</del><br><del>pjarrett@firehousesubs.com</del>   |                                   | <del>Clinton</del>  | TN                            |
| <del>TENNESSEE</del> <a href="#">SOUTH CAROLINA</a> | <del>Greater Chattanooga Restaurant Group, LLC</del> <a href="#">Three Alarm Subs, Inc.</a><br>P: <del>Thomas Davidson</del> <a href="#">Bryan Paquin</a><br><del>7186 Homestead Circle</del><br><del>Hixson, TN 37343</del><br><a href="#">1615 Highland View Court</a><br><del>Orange Park, FL 32003</del><br><del>(423) 314-4681</del> <a href="#">(904) 591-7581</a><br><del>tdavidson@firehousesubs.com</del> <a href="#">bpaquin@firehousesubs.com</a>              |                                   | <del>East Ridge</del><br><del>Moncks</del><br><a href="#">Corner</a>              | TN <del>SC</del>              |
| TENNESSEE   | <del>Orange Fire Management, Inc.</del> <a href="#">Turnout LLC</a><br>P: <del>Paul Jarrett</del> <a href="#">Chris Crowder</a><br><del>5512 Holston Hills</del> <a href="#">2420 Old Lafayette Road</a><br><del>Knoxville, TN 37914</del> <a href="#">Hartsville, TN 37074</a><br><del>(865) 924-9006</del> <a href="#">(615) 979-6969</a><br><del>pjarrett@firehousesubs.com</del> <a href="#">chris.crowder@firehousesubs.com</a>                                      |                                   | <del>Morristown</del> <a href="#">Gallatin</a>                                    | TN                            |

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| TENNESSEE       | Greater Chattanooga Restaurant Group, LLC<br>P: Thomas Davidson<br>7186 Homestead Circle<br>Hixson, TN 37343<br>(423) 314-4681<br>tdavidson@firehousesubs.com   |   | Ooltewah            | TN                            |
| TEXAS           | Immy and Shez, Inc.<br>P: Imran Noorani<br>1416 Douglas Ave.<br>Colleyville, TX 76034<br>(817) 821-8258<br>imran.noorani@firehousesubs.com  |   | Allen               | TX                            |
| TEXAS           | JS One 4 LLC<br>P: Coby Jones<br>10608 Toledo Avenue<br>Lubbock, TX 79424<br>(806) 789-9042<br>coby.jones@firehousesubs.com   |   | Amarillo            | TX                            |
| TEXAS TENNESSEE | Pioneer Brands, LLC Orange Fire Management, Inc.<br>P: Joshua D. Fields Paul Jarrett<br>4701 Crusader Avenue<br>Edmond, OK 73025<br>5512 Holston Hills Road<br>Knoxville, TN 37914<br>(405) 612-5698 (865) 924-9006<br>josh.fields@firehousesubs.com pjarrett@firehousesubs.com |   | Arlington Knoxville | TX TN                         |
| TEXAS           | Gillard Enterprises, LLC<br>P: Keeva Gillard<br>11789 Crestwood Street<br>Lumberton, TX 77657<br>(409) 751-0500<br>keeva.gillard@firehousesubs.com  |   | Beaumont            | TX                            |
| TEXAS           | Denton Sandwich CSW, LLC<br>P: Josh Dean<br>1401 Ballinger Street, Ste. 200<br>Fort Worth, TX 76102<br>(806) 773-7734<br>josh.dean@firehousesubs.com  | <del>2735 W. University Drive, Suite 1059</del> | Denton              | TX                            |

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| TEXAS        | Milean, Inc.<br>P: Juan Martinez<br>13240 Gloria Elena<br>San Elizario, TX 79849<br>(915) 549-1417<br><a href="mailto:juan.martinez@firehousesubs.com">juan.martinez@firehousesubs.com</a>  | <del>1505 George Dieter</del>           | <del>El Paso</del>    | <del>TX</del>                 |
| TEXAS        | Strube Snacks, Inc.<br>P: Marcia Jane Strube<br>245 Bent Creek Drive<br>Waxahachie, TX 75165<br>(214) 507-6587<br><a href="mailto:marcia.strube@firehousesubs.com">marcia.strube@firehousesubs.com</a>  |   | <del>Fort Worth</del> | <del>TX</del>                 |
| TEXAS        | Kahlon Investments, LLC<br>P: Jagitpal Kahlon<br>104 Killdeer Court<br>Southlake, TX 76092<br>(817) 875-3904<br><a href="mailto:Jay.kahlon@firehousesubs.com">Jay.kahlon@firehousesubs.com</a> <a href="mailto:jay.kahlon@firehousesubs.com">jay.kahlon@firehousesubs.com</a> |   | Grand Prairie         | TX                            |
| <u>TEXAS</u> | <u>Triple Capital LLC</u><br><u>P: Juan Miguel Ordaz Ruiz</u><br><u>315 N. Shary Road, Suite 1050</u><br><u>Mission, TX 78572</u><br><u>(956) 960-7035</u><br><u><a href="mailto:juan.ordaz@firehousesubs.com">juan.ordaz@firehousesubs.com</a></u>                           |   | <u>Harlingen</u>      | <u>TX</u>                     |
| TEXAS        | Star Sub Ventures III, LLC<br>P: Raj Patel<br>1315 Pendergrass Trail<br>Sugarland, TX 77479<br>(512) 577-5038<br><a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>   | <u>7505 Southwest Freeway, Ste. 300</u> | Houston               | TX <u>77074</u>               |
| TEXAS        | Houston Pizza Venture LP<br>P: Vernon Keith Sullins<br>1331 Champions Drive, Suite 110<br>Houston, TX 77069<br>(281) 642-5434<br><a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a>   |   | Houston               | TX                            |

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| TEXAS | Taste The Steam, LLC<br>P: Jeffrey Lepow<br>3731 Aberdeen Way<br>Houston, TX 77025<br>(713) 927-8850<br><a href="mailto:jlepow@firehousesubs.com">jlepow@firehousesubs.com</a>                                 |                                  | Houston                     | TX                            |
| TEXAS | Redheaded Stepchild, LLC<br>P: Kimberly Helms<br>3314 Candleknoll Drive<br>Spring, TX 77388<br>(281) 353-3439<br><a href="mailto:kim.helms@firehousesubs.com">kim.helms@firehousesubs.com</a>                  |                                  | Houston                     | TX                            |
| TEXAS | Janix, LLC<br>P: Jill Jackson<br>167 Bowden Road<br>Huntsville, TX 77340<br>(832) 262-7842<br><a href="mailto:jjackson@firehousesubs.com">jjackson@firehousesubs.com</a>                                       |                                  | Huntsville                  | TX                            |
| TEXAS | Katy Restaurant Group, LLC<br>P: Taha Mohamed<br>3815 Teresa Cove Lane<br>Katy, TX 77449<br>(832) 594-5151<br><a href="mailto:taha.mohamed@firehousesubs.com">taha.mohamed@firehousesubs.com</a>               |                                  | Katy (1 <sup>st</sup> site) | TX                            |
| TEXAS | Katy Restaurant Group, LLC<br>P: Taha Mohamed<br>3815 Teresa Cove Lane<br>Katy, TX 77449<br>(832) 594-5151<br><a href="mailto:taha.mohamed@firehousesubs.com">taha.mohamed@firehousesubs.com</a>               |                                  | Katy (2 <sup>nd</sup> site) | TX                            |
| TEXAS | Second Watch Keller, LLC<br>P: Rebecca Davies<br>5906 Highland Hills Lane<br>Colleyville, TX 76034<br>(708) 945-4149<br><a href="mailto:rebecca.davies@firehousesubs.com">rebecca.davies@firehousesubs.com</a> | <a href="#">1431 Keller Pkwy</a> | Keller                      | TX <a href="#">76248</a>      |

| STATE                 | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS  | RESTAURANT CITY  | RESTAURANT STATE AND ZIP CODE   |
|-----------------------|--|--|--|---|
| TEXAS                 | <del>BWSW Subs on Casa Blanca, LLC</del><br>P: <del>Bradley Watkins</del> <a href="mailto:elias.saucedo@firehousesubs.com">Elias Saucedo</a><br><del>3717 Center Street, Suite E</del><br><del>2622 Vineyard Loop</del><br><del>Deer Park, TX 77536</del> <a href="mailto:elias.saucedo@firehousesubs.com">Laredo, TX 78045</a><br><del>(713) 855-1525</del> <a href="tel:237-1529">237-1529</a><br><del><a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a></del> <a href="mailto:elias.saucedo@firehousesubs.com">elias.saucedo@firehousesubs.com</a> |  | <del>LaPorte</del> <a href="https://www.laredo.com">Laredo</a> | TX  |
| TEXAS                 | BWSW, LLC<br>P: Bradley Watkins<br>3717 Center Street, Suite E<br>Deer Park, TX 77536<br>(713) 855-1525<br><a href="mailto:bwatkins@firehousesubs.com">bwatkins@firehousesubs.com</a>  | <a href="https://www.google.com/maps/place/2451+S.+Gulf+Freeway,+Suite+A,+League+City,+TX+77573">2451 S. Gulf Freeway, Suite A</a> | League City  | TX <a href="https://www.google.com/maps/place/2451+S.+Gulf+Freeway,+Suite+A,+League+City,+TX+77573">77573</a> |
| TEXAS                 | Six Red Chefs, LLC<br>P: Laura Phillips<br>PO Box 27365<br>Cedar Park, TX 78755<br>(512) 947-2862<br><a href="mailto:lphillips@firehousesubs.com">lphillips@firehousesubs.com</a>  |  | Leander  | TX  |
| <a href="#">TEXAS</a> | <a href="#">Linhope North, Inc.</a><br>P: <a href="#">Noori Abdulghani</a><br><a href="#">5729 Goliad Avenue</a><br><a href="#">Dallas, TX 75206</a><br><a href="#">(214) 609-6717</a><br><a href="mailto:noori.abdulghani@firehousesubs.com">noori.abdulghani@firehousesubs.com</a>   |  | <a href="#">Little Elm</a>                                     | <a href="#">TX</a>  |
| <a href="#">TEXAS</a> | <a href="#">Linhope North, Inc.</a><br>P: <a href="#">Noori Abdulghani</a><br><a href="#">5729 Goliad Avenue</a><br><a href="#">Dallas, TX 75206</a><br><a href="#">(214) 609-6717</a><br><a href="mailto:noori.abdulghani@firehousesubs.com">noori.abdulghani@firehousesubs.com</a>   |  | <a href="#">Prosper</a>  | <a href="#">TX</a>  |
| TEXAS                 | Ladder Up, LLC<br>P: Stephanie Adam<br>8148 Rock Elm Rd.<br>Ft. Worth, TX 76131<br>(214) 223-6312<br><a href="mailto:sadam@firehousesubs.com">sadam@firehousesubs.com</a>  |  | Roanoke  | TX  |

| STATE                                 | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS | RESTAURANT CITY                            | RESTAURANT STATE AND ZIP CODE |
|---------------------------------------|---|---------------------------|--|-------------------------------|
| TEXAS                                 | Smoke n' Bones LLC<br>P: Chad Fulkerson<br>249 Ruger Street<br>Tuscola, TX 79562<br>(325) 280-2681<br><a href="mailto:chad.fulkerson@firehousesubs.com">chad.fulkerson@firehousesubs.com</a>  |                           | San Angelo                                 | TX                            |
| TEXAS                                 | Fire Station No 2810, LLC<br>P: Derek Brehm<br>7809 Broadway<br>San Antonio, TX 78209<br>(210) 373-7968<br><a href="mailto:derek.brehm@firehousesubs.com">derek.brehm@firehousesubs.com</a>   |                           | San Antonio                                | TX                            |
| <del>TEXAS</del>                      | <del>Denton Sandwich CSW, LLC<br/>P: Josh Dean<br/>1401 Ballinger Street, Ste. 200<br/>Fort Worth, TX 76102<br/>(806) 773-7734<br/><a href="mailto:Josh.dean@firehousesubs.com">Josh.dean@firehousesubs.com</a></del>   |                           | <del>South Lake</del>                      | <del>TX</del>                 |
| <del>TEXAS</del> <u>UTAH</u>          | <del>TGD Investments, Inc.</del> <u>RCE Holdings, LLC</u><br>P: <del>Thomas Densmore</del> <u>Cole Eskelson</u><br>201 Cottonwood Street<br>Weatherford, TX 76086<br><u>465 W 5100 S.</u><br><u>Ogden, UT 84405</u><br><del>(817) 565-9181</del> <u>(330) 840-8596</u><br><del>thomas.densmore@firehousesubs.com</del> <u>cole.eskelson@firehousesubs.com</u> |                           | <del>Wichita County</del> <u>Layton</u>    | <del>TX</del> <u>UT 84041</u> |
| <del>WASHINGTON</del> <u>VIRGINIA</u> | <del>Tri City Subs</del> <u>CKE Food Group, LLC</u><br>P: <del>William Babby</del> <u>Curtis Gibson</u><br>2110 W. 50 <sup>th</sup> Avenue<br>Kennewick, WA 99337<br><u>5251 Feather Court</u><br><u>White Plains, MD 20695</u><br><del>(360) 326-5306</del> <u>(240) 216-9986</u><br><del>billbabby14@gmail.com</del> <u>curtis.gibson@firehousesubs.com</u> |                           | <del>Benton County</del> <u>Alexandria</u> | <del>WA</del> <u>VA</u>       |

| STATE   | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS | RESTAURANT CITY                                   | RESTAURANT STATE AND ZIP CODE    |
|---|---|---------------------------|---|----------------------------------|
| <del>WASHINGTON</del><br><a href="#">VIRGINIA</a> | <del>Vincent Station, Inc.</del> <a href="#">Five Kae LLC</a><br>P: <del>Rodney Vincent</del> <a href="#">KJ Jones</a><br>8205 193 <sup>rd</sup> Ave. Place E.<br><del>Bonney Lake, WA 98391</del><br><a href="#">161 Afton Road</a><br><a href="#">Danville, VA 24540</a><br>(253) 217-2209 <a href="#">434</a> 548-1004<br><del>rodney.vincent@firehousesubs.com</del> <a href="#">kj.jones@firehousesubs.com</a>   |                           | <del>Bonney Lake</del> <a href="#">Danville</a>   | <del>WA</del> <a href="#">VA</a> |
| <del>WASHINGTON</del><br><a href="#">VIRGINIA</a> | <del>Oetro, LLC</del> <a href="#">HCLake Enterprises, Inc.</a><br>P: <del>Natalya Drozhzhin</del> <a href="#">Carrie Ann Lake</a><br>13713 10th Avenue East<br><del>Tacoma, WA 98445</del><br><a href="#">140 Travis Court</a><br><a href="#">Winchester, VA 22602</a><br>(253) 347-6220 <a href="#">540</a> 336-6269<br><del>natalya.drozhzhin@firehousesubs.com</del> <a href="#">carrie.lake@firehousesubs.com</a> |                           | <del>Kent</del> <a href="#">Winchester</a>        | <del>WA</del> <a href="#">VA</a> |
| WASHINGTON  | Gourmet Subs LLC<br>P: Otniel "Nick" Manzat<br>1736 10 <sup>th</sup> Avenue NE, #105<br>Issaquah, WA 98029<br>(720) 999-6285<br><a href="#">otnielmanzat@gmail.com</a>  |                           | King County                                       | WA                               |
| WASHINGTON  | <del>FH Investents – WA, LLC</del><br>P: <del>James Lovelace</del><br>2349 NW Douglas Street<br><del>Camas, WA 98607</del><br>(360) 903-5222<br><del>jim.lovelace@firehousesubs.com</del>   |                           | <del>Mount Vernon</del>                           | <del>WA</del>                    |
| WASHINGTON  | Kyck Start Corp.<br>P: Jina Kim<br>5126 Galleon Drive NE<br>Tacoma, WA 98422<br>(206) 919-7668<br><a href="#">jina.kim@firehousesubs.com</a>  |                           | <del>Pierce County</del> <a href="#">Lakewood</a> | WA                               |
| WASHINGTON  | <del>ERICCJ, LLC</del><br>P: <del>Eric C. Johnson</del><br>12008 N. Waikiki Court<br><del>Spokane, WA 99218</del><br>(512) 970-2237<br><del>eric.johnson@firehousesubs.com</del>  |                           | <del>Spokane</del>                                | <del>WA</del>                    |

| STATE                             | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS | RESTAURANT CITY                           | RESTAURANT STATE AND ZIP CODE |
|-----------------------------------|--|---------------------------|---|-------------------------------|
| WISCONSIN                         | NC Restaurants LLC<br>P: Joe Fallin<br>2555 Coyote Run<br>Beloit, WI 53511<br>(608) 314-4935<br><a href="mailto:ioe.fallin@firehousesubs.com">ioe.fallin@firehousesubs.com</a>   |                           | Beloit                                    | WI                            |
| WISCONSIN                         | J2 eNjoy, Inc.<br>P: Sharon Erickson<br>N27W5108 Landmark Drive<br>Cedarburg, WI 53012<br>(262) 751-4973<br><a href="mailto:sharon.erickson@firehousesubs.com">sharon.erickson@firehousesubs.com</a>   |                           | Grafton                                   | WI                            |
| WISCONSIN                         | Stichman Restaurant Group, LLC<br>P: Lee Stichman<br>1710 Schofield Avenue<br>Wausau, WI 54476<br>(715) 853-6650<br><a href="mailto:galaxyga99@gmail.com">galaxyga99@gmail.com</a>   |                           | Marathon                                  | WI                            |
| WISCONSIN<br><u>WEST VIRGINIA</u> | K & B Rescue, <u>Hobdy Enterprise LLC</u><br>P: <del>Kurt Kloba</del> <u>Natalie Hobdy</u><br>4461 S. Moorland Rd.<br>New Berlin, WI 53151<br><u>91 Melville Drive</u><br><u>Inwood, WV 25428</u><br>(414) 828-4698 / (757) 289-4498<br><del><a href="mailto:kurt.kloba@firehousesubs.com">kurt.kloba@firehousesubs.com</a></del> <a href="mailto:natalie.hobdy@firehousesubs.com">natalie.hobdy@firehousesubs.com</a>       |                           | Menomonee-Falls<br><u>Martinsburg</u>     | WI<br><u>WV</u>               |
| WISCONSIN                         | <del>Badger</del> <u>Ten Twelve</u> Restaurant Group, LLC<br>P: <del>Don Davey</del> <u>Steven Ahrens</u><br>200 First Street, Suite 204<br>Neptune Beach, FL 32266<br><u>45 Elm Acres Drive</u><br><u>Fond du Lac, WI 54935</u><br>(920) 979-5650<br><del><a href="mailto:ddavey@firehousesubs.com">ddavey@firehousesubs.com</a></del> <a href="mailto:steven.ahrens@firehousesubs.com">steven.ahrens@firehousesubs.com</a> |                           | <del>Sun-Prairie</del> <u>Fond du Lac</u> | WI                            |



| STATE                     | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                      | RESTAURANT CITY            | RESTAURANT STATE AND ZIP CODE |
|---------------------------|---|--|----------------------------|-------------------------------|
| WISCONSIN                 | <del>Forward Brands</del> DSB Development, LLC<br>P: <del>Scott Weidner</del> Sheila Brenwall<br>836 E. Post 1169 Jordan Road<br>Beloit, WI 53511 De Pere WI 54115<br>(262) 397-5561 (920) 371-4219<br><del>scott.weidner@firehousesubs.com</del> sheila.brenwall@firehousesubs.com | <a href="#">2304 Lineville Road, Suite 114</a> | <del>Waukesha</del> Howard | WI <a href="#">54313</a>      |
| <a href="#">WISCONSIN</a> | Stichman Restaurant Group, LLC<br>P: Lee Stichman<br>1710 Schofield Avenue<br>Wausau, WI 54476<br>(715) 853-6650<br><a href="mailto:lee.stichman@firehousesubs.com">lee.stichman@firehousesubs.com</a>  |  | <a href="#">Marathon</a>   | <a href="#">WI</a>            |

**EXHIBIT Q TO THE DISCLOSURE DOCUMENT**

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**LIST OF FRANCHISE OWNERS  
WHO HAVE LEFT THE SYSTEM**

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The following is a list of franchisees whose franchise agreements have either been terminated, canceled, not renewed or who otherwise have left the system during the 12-month period ending December ~~25, 2016~~31, 2017, or who have not communicated with us within 10 weeks of ~~March 24, 2017~~\_\_\_\_\_, 2018.

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

| STATE   | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS  | RESTAURANT CITY                       | RESTAURANT STATE AND ZIP CODE              |
|---------|--|--|---------------------------------------|--|
| ALABAMA | <del>R &amp; J Restaurant Group, LLC</del> <u>PFI - Vestavia, Inc.</u><br>P: <del>Reed Compton</del> <u>Claudia Porter</u><br>1813 Walnut Hill Lane<br><u>5005 Shandwick Cir.</u><br><del>Opelika, AL 36801</del> <u>Birmingham, AL 35242</u><br>( <del>850</del> ) <u>232-0975</u> ( <del>205</del> ) 296-5694<br><u>cporter@firehousesubs.com</u>          | <del>1907 S. College Street, Suite 108</del> <u>623 Montgomery Highway</u>       | <del>Auburn</del> <u>Birmingham</u>   | AL <del>36832</del> <u>**++&amp;</u>       |
| ALABAMA | <del>MCLG</del> <u>PFI - UAB, Inc.</u><br>P: <del>Greg Finney</del> <u>Stephen Porter</u><br><del>6181 Eagle Point</del> <u>5005 Shandwick Circle</u><br>Birmingham, AL 35242<br>( <del>334</del> ) <del>695-1271</del> <u>(205) 612-3186</u><br><u>stephen.porter@firehousesubs.com</u>   | <del>181 Main Street, Suite 213</del> <u>1928-B 11<sup>th</sup> Avenue S.</u>    | <del>Hoover</del> <u>Birmingham</u>   | AL <del>**</del> <u>35205</u> <u>++</u>    |
| ALABAMA | <del>R &amp; J Restaurant Group, LLC</del> <u>PFI - Altadena, Inc.</u><br>P: <del>Reed Compton</del> <u>Claudia Porter</u><br>1813 Walnut Hill Lane<br><u>5005 Shandwick Circle</u><br><del>Opelika, AL 36801</del> <u>Birmingham, AL 35242</u><br>( <del>850</del> ) <u>232-0975</u> ( <del>205</del> ) 612-3186<br><u>cporter@firehousesubs.com</u>        | <del>3000 Pepperell Parkway</del> <u>4704 Cahaba River Rd., Suite 7J-1</u>       | <del>Opelika</del> <u>Birmingham</u>  | AL <del>36801</del> <u>*35243*</u>         |
| ARIZONA | <del>Fireman Foods</del> <u>Wild Desert Enterprises, LLC</u><br>P: <del>Corey Farley</del> <u>Robert Salcido</u><br><del>1734 W. Williams Drive, Suite 9</del><br>3542 E. Red Oak Lane<br><del>Phoenix, AZ 85027</del> <u>Gilbert, AZ 85297</u><br>( <del>602</del> ) <u>750-9550</u> ( <del>480</del> ) 433-6055<br><u>robert.salcido@firehousesubs.com</u> | <del>11013 N</del> <u>3731 S. Scottsdale Road</u> <u>Arizona Avenue, Suite 5</u> | <del>Scottsdale</del> <u>Chandler</u> | AZ <del>85254</del> <u>85248</u> <u>++</u> |

| STATE                    | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                         | RESTAURANT CITY                  | RESTAURANT STATE AND ZIP CODE |
|--------------------------|--|---|----------------------------------|-------------------------------|
| <a href="#">ARIZONA</a>  | <a href="#">Havasu Hot Subz, LLC</a><br><a href="#">P: Brandon Davis</a><br><a href="#">650 Via Del Lago</a><br><a href="#">Lake Havasu City, AZ 86405</a><br><a href="#">(719) 495-0388</a><br><a href="#">brandon.davis@firehousesubs.com</a>  |   | <a href="#">Lake Havasu City</a> | <a href="#">AZ+</a>           |
| <a href="#">ARIZONA</a>  | <a href="#">Lucky Subs 2, LLC</a><br><a href="#">P: Brandon Conroy</a><br><a href="#">3036 E. Oriole Drive</a><br><a href="#">Gilbert, AZ 85297</a><br><a href="#">(480) 364-1818</a><br><a href="#">brandon.conroy@firehousesubs.com</a>        |   | <a href="#">Phoenix</a>          | <a href="#">AZ+</a>           |
| <a href="#">ARIZONA</a>  | <a href="#">Fire Line Restaurant Group II, LLC</a><br><a href="#">P: Linda Krause</a><br><a href="#">1855 W Leah Lane</a><br><a href="#">Gilbert, AZ 85233</a><br><a href="#">(480) 239-4053</a><br><a href="#">lkrause@firehousesubs.com</a>    | <a href="#">20 E. University Drive, Suite 101</a> | <a href="#">Tempe</a>            | <a href="#">AZ 85281++</a>    |
| <a href="#">ARIZONA</a>  | <a href="#">Heatwave Subs III, LLC</a><br><a href="#">P: Richard Lee Transue</a><br><a href="#">6394 N Yuma Mine Road</a><br><a href="#">Tucson, AZ 85743</a><br><a href="#">(520) 403-4358</a><br><a href="#">lee.transue@firehousesubs.com</a> |   | <a href="#">Tucson</a>           | <a href="#">AZ+</a>           |
| <a href="#">ARIZONA</a>  | <a href="#">Subs West Operations, LLC</a><br><a href="#">P: Chris Miller</a><br><a href="#">1948 S. Adobe Point</a><br><a href="#">Yuma, AZ 85365</a><br><a href="#">(928) 373-8888</a><br><a href="#">chris.miller@firehousesubs.com</a>        | <a href="#">1630 So. Pacific Avenue, #107</a>     | <a href="#">Yuma</a>             | <a href="#">AZ++</a>          |
| <a href="#">ARKANSAS</a> | <a href="#">Subs Are Great, Inc.</a><br><a href="#">P: Tracye Bush</a><br><a href="#">P.O. Box 6430</a><br><a href="#">2600 Highland Circle</a><br><a href="#">Van Buren, AR 72956</a><br><a href="#">(479) 462-4716</a>                         | <a href="#">3511 J. Street</a>                    | <a href="#">Bentonville</a>      | <a href="#">AR 72712**</a>    |

| STATE                      | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                       | RESTAURANT CITY                | RESTAURANT STATE AND ZIP CODE |
|----------------------------|--|---|--------------------------------|-------------------------------|
| <a href="#">ARKANSAS</a>   | <a href="#">Subs Are Great, Inc.</a><br><a href="#">P: Tracye Bush</a><br><a href="#">P.O. Box 6430</a><br><a href="#">2600 Highland Circle</a><br><a href="#">Van Buren, AR 72956</a><br><a href="#">(479) 462-4716</a>                         | <a href="#">2307 Zero Street, Suite 101</a>     | <a href="#">Fort Smith</a>     | <a href="#">AR 72901**</a>    |
| <a href="#">ARKANSAS</a>   | <a href="#">Subs Are Great, Inc.</a><br><a href="#">P: Tracye Bush</a><br><a href="#">P.O. Box 6430</a><br><a href="#">2600 Highland Circle</a><br><a href="#">Van Buren, AR 72956</a><br><a href="#">(479) 462-4716</a>                         | <a href="#">7805-C Rogers Avenue</a>            | <a href="#">Fort Smith</a>     | <a href="#">AR 72903**</a>    |
| <a href="#">ARKANSAS</a>   | <a href="#">Subs Are Great, Inc.</a><br><a href="#">P: Tracye Bush</a><br><a href="#">P.O. Box 6430</a><br><a href="#">2600 Highland Circle</a><br><a href="#">Van Buren, AR 72956</a><br><a href="#">(479) 462-4716</a>                         | <a href="#">2009 Promenade Boulevard</a>        | <a href="#">Rogers</a>         | <a href="#">AR 72756**</a>    |
| <a href="#">ARKANSAS</a>   | <a href="#">Subs Are Great, Inc.</a><br><a href="#">P: Tracye Bush</a><br><a href="#">P.O. Box 6430</a><br><a href="#">2600 Highland Circle</a><br><a href="#">Van Buren, AR 72956</a><br><a href="#">(479) 462-4716</a>                         | <a href="#">2008 Fayetteville Road, Suite B</a> | <a href="#">Van Buren</a>      | <a href="#">AR 72956**</a>    |
| <a href="#">CALIFORNIA</a> | <a href="#">East Bay Enterprise, Inc.</a><br><a href="#">P: Christopher Walker</a><br><a href="#">2872 Morgan Drive</a><br><a href="#">San Ramon, CA 94583</a><br><a href="#">(770) 820-1279</a>   | <a href="#">5252 Dublin Boulevard</a>           | <a href="#">Dublin</a>         | <a href="#">CA 94568++</a>    |
| <a href="#">CALIFORNIA</a> | <a href="#">Sandhu Subs, Inc.</a><br><a href="#">P: Harvinder Sandhu</a><br><a href="#">20521 Via Magdalena</a><br><a href="#">Yorba Linda, CA 92887</a><br><a href="#">(323) 841-2566</a><br><a href="#">Harvinder.sandhu@firehousesubs.com</a> |   | <a href="#">Foothill Ranch</a> | <a href="#">CA+</a>           |

| STATE                      | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                   | RESTAURANT CITY                                   | RESTAURANT STATE AND ZIP CODE           |
|----------------------------|--|---|---|---|
| <a href="#">CALIFORNIA</a> | <a href="#">Chatterjee Restaurants Group, LLC</a><br>P: <a href="#">Marsha Chatterjee</a><br><a href="#">31971 Corte De Pinos</a><br><a href="#">Winchester, CA 92596</a><br><a href="#">(951) 500-0732</a><br><a href="#">marsha.chatterjee@firehousesubs.com</a>   |   | <a href="#">Lake Elsinore</a>                     | <a href="#">CA+</a>                     |
| <a href="#">CALIFORNIA</a> | <a href="#">Doyle Enterprises I, LLC</a><br>P: <a href="#">Patrick Doyle</a><br><a href="#">31 Via Del Cielo</a><br><a href="#">Rancho Palos Verdes, CA 90275</a><br><a href="#">(310) 721-0940</a><br><a href="#">patrick.doyle@firehousesubs.com</a>   |   | <a href="#">Los Angeles</a>                       | <a href="#">CA+</a>                     |
| CALIFORNIA                 | <del>Red Siren, LLC</del> <a href="#">Pele Sol of L &amp; D Creations, Inc.</a><br>P: <del>Rubin Ranat</del> <a href="#">Lanette Howard</a><br><del>344 Hauser Blvd. #208</del><br><a href="#">3764 Vista Dunes</a><br><del>Los Angeles, CA 90036</del> <a href="#">Palm Springs, CA 92262</a><br><del>(714) 747-0676</del><br><del>rubin.ranat@firehousesubs.com</del> <a href="#">(909) 557-4035</a> | <del>2701 Harbor Boulevard, Suite D-4</del> | <del>Costa</del> <a href="#">Los Mesa Angeles</a> | CA <del>92626**</del> <a href="#">+</a> |
| CALIFORNIA                 | NPSA Entreprise, Inc.<br>P: Michel Shammaa<br>834 ½ East Chestnut Street<br>Glendale, CA 91205<br>(818) 395-5551   |   | Los Angeles                                       | CA+ <del>&amp;</del>                    |
| <a href="#">CALIFORNIA</a> | <a href="#">Chatterjee Restaurants Group, LLC</a><br>P: <a href="#">Marsha Chatterjee</a><br><a href="#">31971 Corte De Pinos</a><br><a href="#">Winchester, CA 92596</a><br><a href="#">(951) 500-0732</a><br><a href="#">marsha.chatterjee@firehousesubs.com</a>   |   | <a href="#">Menifee</a>                           | <a href="#">CA+</a>                     |
| <a href="#">CALIFORNIA</a> | <a href="#">Simple Foods, Inc.</a><br>P: <a href="#">John Nazari</a><br><a href="#">1107 E. Chapman Ave. #102</a><br><a href="#">Orange, CA 92866</a><br><a href="#">(714) 465-6240</a><br><a href="#">john.nazari@firehousesubs.com</a>   | <a href="#">2139 N. Tustin Street</a>       | <a href="#">Orange</a>                            | <a href="#">CA 92865**</a>              |

| STATE                      | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                         | RESTAURANT CITY             | RESTAURANT STATE AND ZIP CODE   |
|----------------------------|---|---|-----------------------------|---------------------------------|
| <a href="#">CALIFORNIA</a> | <a href="#">BSK Restaurant Group, Inc.</a><br><a href="#">P: Bonnie Kim</a><br><a href="#">3550 Wilshire Boulevard, #105-228</a><br><a href="#">Los Angeles, CA 90010</a><br><a href="#">(323) 316-6715</a><br><a href="#">bonnie.kim@firehousesubs.com</a>     | <a href="#">1113 W. Rancho Vista Boulevard</a>    | <a href="#">Palmdale</a>    | <a href="#">CA 93551**</a>      |
| <a href="#">CALIFORNIA</a> | <a href="#">CLL Enterprises, LLC</a><br><a href="#">P: Walter Lazuka</a><br><a href="#">22906 Raintree Lane</a><br><a href="#">Santa Clarita, CA 91390</a><br><a href="#">(440) 413-3222</a><br><a href="#">walter.lazuka@firehousesubs.com</a>                 |   | <a href="#">Pasadena</a>    | <a href="#">CA+</a>             |
| <a href="#">CALIFORNIA</a> | <a href="#">Perry Glanding Corp.</a><br><a href="#">P: Charlie Glanding</a><br><a href="#">777 6<sup>th</sup> Ave, Suite 402</a><br><a href="#">San Diego, CA 92101</a><br><a href="#">(251) 747-2300</a><br><a href="#">charlie.glanding@firehousesubs.com</a> | <a href="#">3625 Midway Drive, Suite U</a>        | <a href="#">San Diego</a>   | <a href="#">CA 92110++</a>      |
| CALIFORNIA                 | Simple Foods, Inc.<br>P: John Nazari<br>1107 E. Chapman Ave., #102<br>Orange, CA 92866<br>(714) 465-6240<br><a href="#">john.nazari@firehousesubs.com</a>   | 2266 E. 17 <sup>th</sup> Street                   | Santa Ana                   | CA 92705* <a href="#">&amp;</a> |
| <a href="#">CALIFORNIA</a> | <a href="#">Fuego Ventures, Inc.</a><br><a href="#">P: Kristine Larkin</a><br><a href="#">P.O. Box 1474</a><br><a href="#">Alpine, CA 91903</a><br><a href="#">(858) 761-3543+</a>  | <a href="#">214 Town Center Parkway, Suite B</a>  | <a href="#">Santee</a>      | <a href="#">CA 92071++&amp;</a> |
| <a href="#">CALIFORNIA</a> | <a href="#">The Ogden Group, Inc.</a><br><a href="#">P: Tom Sutphen</a><br><a href="#">32179 Sailview Lane</a><br><a href="#">Westlake Village, CA 91361</a><br><a href="#">(805) 680-4930</a><br><a href="#">tom.sutphen@firehousesubs.com</a>                 | <a href="#">1263 H1 Simi Town Center Way</a>      | <a href="#">Simi Valley</a> | <a href="#">CA 93065**</a>      |
| <a href="#">COLORADO</a>   | <a href="#">McJ Centennial Corp.</a><br><a href="#">P: Mason Nash</a><br><a href="#">14661 W. Bates Place</a><br><a href="#">Denver, CO 80228</a><br><a href="#">(720) 236-9821</a>   | <a href="#">9445 E. County Line Road, Suite B</a> | <a href="#">Centennial</a>  | <a href="#">CO 80112**</a>      |

| STATE  | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS   | RESTAURANT CITY                               | RESTAURANT STATE AND ZIP CODE                           |
|--|--|---|---|---|
| COLORADO   | <del>NHN and M Corp.</del><br>P: Mason Nash<br>14661 W. Bates Place<br>Denver, CO 80228<br>(720) 236-9821<br><del>mason.nash@firehousesubs.com</del>   | <del>8000 E. Belleview Avenue</del> <del>9992 Commons Street, #D40</del> <del>Suite 120</del> | <del>Greenwood Lone Village Tree</del>        | CO<br><del>80111</del> <del>++</del> <del>80124**</del> |
| COLORADO   | Sparky's Subs, LLC<br>P: Pamela Van Camp<br>7006 E. 131 <sup>st</sup> Place<br>Thornton, CO 80602<br>(303) 810-5772  | 14356 Lincoln Street  | Thornton                                      | CO 80023* <del>&amp;&amp;*</del>                        |
| <del>FLORIDA</del> <del>CONNECTI</del><br><del>CUT</del> | <del>TMA Subs</del> <del>Navin, Inc.</del> <del>LLC</del><br>P: <del>John Anders Samir Patel</del><br><del>12 Tara Lakes Dr. E.</del><br><del>Boynton Beach, FL 33436</del><br><del>52 Walnut Hill Road</del><br><del>Bethel, CT 06801</del><br><del>(561) 797-7788</del><br><del>janders@firehousesubs.com</del> <del>203</del><br><del>994-1728</del>  | <del>975 Gateway Boulevard, Unit 113</del>  | <del>Boynton Beach</del><br><del>Bethel</del> | <del>FL 33426*</del> <del>CT+</del>                     |
| <del>CONNECTICUT</del>                                   | <del>Costa Group LLC</del><br><del>P: Bruno Santos</del><br><del>88 Pease Avenue</del><br><del>West Springfield, MA 01089</del><br><del>(786) 797-7446</del><br><del>brunno.santos@firehousesubs.com</del>   |   | <del>New Haven</del>                          | <del>CT+</del>  |
| FLORIDA  | <del>JAG Subs</del> <del>Charrua Foods, Inc.</del> <del>LLC</del><br>P: <del>Allan Lampert</del> <del>Roberto Berasain</del><br><del>7264 Amber Falls Lane</del><br><del>3333 W. Commercial Boulevard</del><br><del>Suite 110</del><br><del>Boynton Beach, FL 33437</del> <del>Fort</del><br><del>Lauderdale, FL 33309</del><br><del>(561) 429-2473</del> <del>939</del> <del>639-8096</del><br><del>allan.lampert@firehousesubs.com</del> <del>roberasain@hotmail.com</del> | 9903 S. Military Trail  | Boynton Beach                                 | FL 33436**  |



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|---------|---|--|-----------------------------|-------------------------------|
| FLORIDA | Jai Kapi, LLC<br>P: Asha Patel<br>1792 Split Fork Drive<br>Oldsmar, FL 34677<br>(727) 688-5130<br><a href="mailto:ashapatel@firehousesubs.com">ashapatel@firehousesubs.com</a>  | 401 S. Belcher Road, Unit 101  | Clearwater                  | FL 33765++&                   |
| FLORIDA | <del>BT&amp;S Restaurant Group, Inc.<br/>P: Kamran Ghorbani<br/>1940 NW 107<sup>th</sup> Terrace<br/>Coral Springs, FL 33071<br/>(954) 540-5357<br/><a href="mailto:kghorbani@firehousesubs.com">kghorbani@firehousesubs.com</a></del>    | <del>2070 N. University Drive</del>  | <del>Coral Springs</del>    | <del>FL 33071*</del>          |
| FLORIDA | <del>JPM of Davie, Inc.<br/>P: David Mejia<br/>2901 NW 126<sup>th</sup> Ave., #104<br/>Sunrise, FL 33323<br/>(786) 253-5377</del>   | <del>5975 S. University Drive</del>  | <del>Davie</del>            | <del>FL 33328**</del>         |
| FLORIDA | <del>ASDP WorldRAP Subs, Inc. LLC<br/>P: Steve Podolsky Raliz Patel<br/>1409 Southeast 23<sup>rd</sup> Street<br/>3887 NW 107<sup>th</sup> Ave. Suite 102<br/>Cape Coral, FL 33990 Doral, FL 33178<br/>(321) 253-9998 334) 208-1723</del> | <del>7091 College Parkway 3887 NW 107<sup>th</sup> Avenue, Suite 102</del> | <del>Fort Myers Doral</del> | <del>FL 33907** 33178++</del> |
| FLORIDA | JCCP, Inc.<br>P: Jim Broscius<br>284 Plantation Hill Drive<br>Gulf Breeze, FL 32561<br>(850) 982-0323<br><a href="mailto:jbroscius@firehousesubs.com">jbroscius@firehousesubs.com</a>   | 3755-C Gulf Breeze Parkway   | Gulf Breeze                 | FL 32563*&                    |
| FLORIDA | <del>Nudel Holdings, LLC<br/>P: John Nudel<br/>3440 NE 192 St. #4R<br/>Aventura, FL 33180<br/>(304) 336-1701<br/><a href="mailto:jnudel@firehousesubs.com">jnudel@firehousesubs.com</a></del>   | <del>701 E. Hallandale Boulevard</del>                                     | <del>Hallandale Beach</del> | <del>FL 33009*</del>          |

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|---------|--|--|---|---|
| FLORIDA | <del>Fogo Group</del> <u>PARVICS, LLC</u><br>P: <del>Mareelo Morandi</del> <u>Allison Rich</u><br><del>515 NW 165<sup>th</sup> Ave.</del><br><u>145 Glencullen Circle</u><br><del>Pembroke Pines, FL 33028</del> <u>Jupiter, FL</u><br><u>33458</u><br><del>(786) 262-4334</del> <u>(561) 236-2957</u>   |  | <del>Hialeah</del> <u>Jupiter</u>                     | FL+                                     |
| FLORIDA | <del>TMA</del> <u>Goode to Great Subs-2, Inc.</u><br>P: <del>John Anders</del> <u>Ronald C. Goode, Jr.</u><br><del>12 Tara Lakes</del> <u>6305 Arroyo Drive East</u><br><del>Boynton Beach, FL 33436</del> <u>Melbourne,</u><br><u>FL 32940</u><br><del>(561) 797-7788</del> <u>(321) 253-9998</u><br><del>janders@firehousesubs.com</del> <u>ron.goode@f</u><br><u>irehousesubs.com</u> | <del>6169 Jog</del> <u>7640 N. Wickham</u> Road,<br><del>A-1</del> <u>Suite 112</u>  | <del>Lake-</del><br><del>Worth</del> <u>Melbourne</u> | FL<br><del>33467*</del> <u>32940++</u>  |
| FLORIDA | <del>J &amp; P Consolidated, Inc.</del> <u>EJ FHS1 LLC</u><br>P: <del>Dawn Dykes</del> <u>James P. Nunn</u><br><del>2416 Nicole Drive</del><br><u>39 Sunset Street</u><br><del>Panama City, FL 32405</del> <u>Satellite Beach,</u><br><u>FL 32937</u><br><del>(850) 819-8392</del><br><del>ddykes@firehousesubs.com</del> <u>(904)</u><br><u>422-7958</u>                                | <del>2310 Highway 77, Ste. 170</del>   | <del>Lynn-</del><br><del>Haven</del> <u>Melbourne</u> | FL <del>32444*±</del>                   |
| FLORIDA | <del>Fire Island</del> <u>RAP Subs, LLC</u><br>P: <del>Kelsey Calato</del> <u>Raliz (Roy) Patel</u><br><del>131 Savannah Park Loop</del><br><u>3887 NW 107<sup>th</sup> Avenue, Ste. 102</u><br><del>Casselberry, FL 32707</del> <u>Doral, FL 33178</u><br><del>(321) 356-2468</del> <u>(334) 208-1723</u><br><u>roy.patel@firehousesubs.com</u>   | <del>421 S</del> <u>9251 W. Orlando Avenue</u> <u>Flagler</u><br><u>Street, B103</u> | <del>Maitland</del> <u>Miami</u>                      | FL<br><del>32751**</del> <u>33174++</u> |
| FLORIDA | South Miami Subs, Inc.<br>P: Gloria Ramirez<br>801 Brickell Key Drive, #3007<br>Miami, FL 33131<br>(786) 252-3335<br><u>gramirez@firehousesubs.com</u>   | 16010 NW 57 <sup>th</sup> Ave., Suite 118  | Miami   | FL 33014* <u>&amp;</u>                  |

| STATE          | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS  | RESTAURANT CITY    | RESTAURANT STATE AND ZIP CODE       |
|----------------|--|--|--------------------|-------------------------------------|
| FLORIDA        | DSA Foods, Inc.<br>P: Dolly Gomez<br>15883 SW 61 <sup>st</sup> Street<br>Miami, FL 33193<br>(786) 246-2525<br>dolly.gomez@firehousesubs.com  | 1429 Washington Ave.   | Miami Beach        | FL 33139*                           |
| FLORIDA        | GAM FHS, LLC<br>P: Dolly Gomez & Gamal Marwan<br>1521 Alton Road #536<br>Miami Beach, FL 33139<br>(786) 246-2525<br>dolly.gomez@firehousesubs.com  | 1429 Washington Ave. Avenue  | Miami Beach        | FL 33139++&                         |
| <u>FLORIDA</u> | <u>GAM FHS, LLC</u><br><u>P: Gamal Marwan</u><br><u>1521 Alton Rd. #536</u><br><u>Miami Beach, FL 33139</u><br><u>(305) 938-0579</u>   | <u>13581 Biscayne Boulevard</u>                                      | <u>North Miami</u> | <u>FL 33181+</u>                    |
| FLORIDA        | <del>DKSS SUBS</del> Union Fire, LLC<br>P: Don Davey Ahmed El-Hawary<br>200 First Street, Suite 204<br>8915 Tuscan Valley Place<br>Neptune Beach, FL 32266 Orlando, FL<br>32825<br>(904) 607-6988 (407) 761-8100<br>ddavey@firehousesubs.com aelhawary@<br>firehousesubs.com | <del>7541 W 10725 E. Sand Lake Road, Suite A</del><br>Colonial Drive | Orlando            | FL <del>32819</del> <u>32817</u> ++ |
| FLORIDA        | Banaz, LLC<br>P: Bassel Eissa<br>8160 Sandpiper Way<br>West Palm Beach, FL 33412<br>(561) 419-4179   |  | Palm Beach Gardens | FL+                                 |
| FLORIDA        | J & P Consolidated, Inc.<br>P: Dawn Dykes<br>2416 Nicole Drive<br>Panama City, FL 32405<br>(850) 819-8392<br>ddykes@firehousesubs.com  | 668 West 23 <sup>rd</sup> Street                                     | Panama City        | FL 32405*                           |

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|---------|---|---|--|---|
| FLORIDA | J & P Consolidated, Inc.<br>P: Dawn Dykes<br>2416 Nicole Drive<br>Panama City, FL 32405<br>(850) 819-8392<br>ddykes@firehousesubs.com   | 11560 Panama City Beach<br>Parkway, Suite B                               | Panama City Beach                                      | FL 32413*                               |
| FLORIDA | Mira 4 Corporation<br>P: Dharmesh Patel<br>7068 Chatum Light Run<br>Bradenton, FL 34212<br>(216) 926-8965   | 4400 Bee Ridge Road   | Sarasota   | FL 34233**                              |
| FLORIDA | Mira 4 Corporation<br>P: Dharmesh Patel<br>7068 Chatum Light Run<br>Bradenton, FL 34212<br>(216) 926-8965   | 5416 Fruitville Road  | Sarasota   | FL 34232**                              |
| FLORIDA | Nudel Weston, Inc.<br>P: John Nudel<br>3440 NE 192 <sup>nd</sup> St. Apt. #4R<br>Aventura, FL 33180<br>(305) 336-1701<br>jnudel@firehousesubs.com   | 134 Weston Road   | Sunrise  | FL 33326*                               |
| FLORIDA | Soul Provider, Inc.<br>P: Larry Quinn<br>3491 5 Thomasville Rd.<br>Tallahassee, FL 32309<br>(850) 906-0015  | 3491-5 Thomasville Road   | Tallahassee  | FL 32309**                              |
| FLORIDA | Soul Provider <del>H</del> <u>Pompano Subs, Inc.</u><br>P: <del>Larry Quinn</del> <u>Carols E. Ramirez</u><br><del>3491 5 Thomasville Rd.</del><br><u>1751 N.W. 107<sup>th</sup> Terrace</u><br><del>Tallahassee, FL 32309</del> <u>Plantation, FL</u><br><u>33322</u><br><del>(850) 906-0015</del> <u>(305) 613-4245</u><br><u>carlose.ramirez@firehousesubs.com</u> | <del>6676 Thomasville Road, Unit 22313 N.</del><br><u>Federal Highway</u> | <del>Tallahassee</del> <u>Pompa</u><br><u>no Beach</u> | FL<br><del>32312**</del> <u>33062++</u> |

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|---------|---|---|-------------------------|----------------------------------|
| FLORIDA | Engine Company Hollis Enterprise, LLC<br>P: Jose Alvarez, Susan Hollis<br>15205 Kestrelrise Drive<br>Lithia, Florida 33547<br>594 Dolphin Ave. SE<br>St. Petersburg, FL 33705<br>(813) 956-5465 (727) 821-1213<br>jalvarez@firehousesubs.com susan.hollis@firehousesubs.com | 13236 N. Dale Mabry   | Tampa St.<br>Petersburg | FL-33618*+                       |
| FLORIDA | Engine Company, LLC<br>P: Jose Alvarez<br>15205 Kestrelrise Drive<br>Lithia, Florida 33547<br>(813) 956-5465<br>jalvarez@firehousesubs.com  | <del>2227 Dale Mabry Highway</del> 8428 W.<br>Hillsborough Avenue | Tampa                   | FL<br><del>33629</del> 33615* && |
| FLORIDA | Bull Group of Florida, LLC<br>P: Kia Serajfar<br>12150 6 <sup>th</sup> Street East<br>Treasure Island, FL 33706<br>(813) 431-3109   | 13236 N. Dale Mabry   | Tampa                   | FL**                             |
| FLORIDA | Bull Group of Florida, LLC<br>P: Kia Serajfar<br>12150 6 <sup>th</sup> Street East<br>Treasure Island, FL 33706<br>(813) 431-3109   | 2227 Dale Mabry Hwy   | Tampa                   | FL**                             |
| FLORIDA | Goode Times Subs, Inc.<br>P: Ronald C. Goode, Jr.<br>6305 Arroyo Drive<br>Melbourne, FL 32940<br>(321) 508-0850<br>ron.goode@firehousesubs.com  |   | Titusville              | FL+&                             |
| FLORIDA | DTH Balgo, Inc.<br>P: Ann Balgo<br>1080 N. Wickham Rd.<br>Melbourne, FL 32935<br>(321) 537-5034   | 2251 West New Haven Ave.  | West Melbourne          | FL-32904++                       |

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|---------|--|--|---|---|
| GEORGIA | <del>Pye Foods, Inc.<br/>P: Carlton Pye<br/>125-2 Merovan Drive<br/>North Augusta, SC 29860<br/>(706) 306-5411</del>   | <del>1509 Walton Way</del>   | <del>Augusta</del>                          | <del>GA 30904**</del>                         |
| GEORGIA | <del>Pye Foods, Inc.</del> <a href="#">VR Investment Group, LLC</a><br>P: <del>Carlton Pye</del> <a href="#">Vimal Bhakta</a><br><del>125-2 Merovan Drive</del> <a href="#">1850 Cotillion Drive Apt. 2104</a><br><del>North Augusta, SC 29860</del><br><del>Atlanta, GA 30338</del><br><del>(706) 306-5411</del> <a href="#">(404) 364-8314</a>         | <del>3424 Wrightsboro Rd., Ste 300</del> <a href="#">2221 Peachtree Road</a>   | <del>Augusta</del> <a href="#">Atlanta</a>  | <del>GA 30904**</del> <a href="#">§</a>       |
| GEORGIA | <del>Pye Foods</del> <a href="#">GPH Familia Prima, Inc.</a><br>P: <del>Carlton Pye</del> <a href="#">William Nichols</a><br><del>125-2 Merovan Drive</del><br><del>North Augusta, SC 29860</del><br><del>837 Highway 400 South</del><br><del>Dawsonville, GA 30534</del><br><del>(706) 306-5411</del> <a href="#">(404) 539-1661</a>                    | <del>2930 Peach Orchard</del> <a href="#">1353 Riverstone Pkwy., Suite 100</a> | <del>Augusta</del> <a href="#">Canton</a>   | <del>GA 30904**</del> <a href="#">30114++</a> |
| GEORGIA | <del>R &amp; J Restaurant</del> <a href="#">Clear Group, LLC</a><br>P: <del>Reed Compton</del> <a href="#">Jerry Williams</a><br><del>1813 Walnut Hill Lane</del><br><del>Opelika, AL 36801</del><br><del>90 Summer Walk Court</del><br><del>Covington, GA 30016</del><br><del>(850) 232-0975</del> <a href="#">(404) 403-0274</a>                       | <del>2501 Whittlesey Road</del> <a href="#">1565 Highway 138 SE, Suite HA</a>  | <del>Columbus</del> <a href="#">Conyers</a> | <del>GA 31909**</del>                         |
| GEORGIA | <del>R &amp; J Restaurant Group, LLC</del> <a href="#">GPH Familia Prima, Inc.</a><br>P: <del>Reed Compton</del> <a href="#">William Nichols</a><br><del>1813 Walnut Hill Lane</del><br><del>Opelika, AL 36801</del><br><del>837 Highway 400 South</del><br><del>Dawsonville, GA 30534</del><br><del>(850) 232-0975</del> <a href="#">(404) 539-1661</a> | <del>3201 Macon</del> <a href="#">2320 Atlanta Road, Suite 263102</a>          | <del>Columbus</del> <a href="#">Cumming</a> | <del>GA 31906**</del> <a href="#">30040++</a> |

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|---------|---|---|--|--|
| GEORGIA | <del>Pye Foods</del> <a href="#">GPH Familia Prima, Inc.</a><br>P: <del>Carlton Pye</del> <a href="#">William Nichols</a><br><del>125-2 Merovan Drive</del><br><del>North Augusta, SC 29860</del><br><a href="#">837 Highway 400 South</a><br><a href="#">Dawsonville, GA 30534</a><br><del>(706) 306-5411</del> <a href="#">(404) 539-1661</a>   | <del>4431 Washington Road</del> <a href="#">837 Hwy. 400 S.,</a><br><del>Suite 1</del> <a href="#">Suites 145 &amp; 150</a> | <del>Evans</del> <a href="#">Dawsonville</a> | GA<br><del>30809**</del> <a href="#">30534++</a> |
| GEORGIA | M&C Subs Inc.<br>P: Melvin Kinard<br>112 Rocky Creek Trail<br>Woodstock, GA 30188<br>(678) 602-7223   | 745 Chastain Road NW  | Kennesaw                                     | GA 30144* <del>&amp;&amp;</del> *                |
| GEORGIA | <del>Pye Foods</del> <a href="#">Pipeman, Inc. LLC</a><br>P: <del>Carlton Pye</del> <a href="#">Trey Norman</a><br><del>125-2 Merovan Drive</del><br><a href="#">615 Overhill Dr.</a><br><del>North Augusta, GA 29860</del> <a href="#">Woodstock,</a><br><a href="#">GA 30189</a><br><del>(706) 306-5411</del> <a href="#">(850) 556-9321</a><br><a href="#">tnorman@firehousesubs.com</a> | <del>101 Maple Street</del> <a href="#">835 Earnest Barrett</a><br><a href="#">Pkwy., Suite 1300</a>                        | <del>Martinez</del> <a href="#">Kennesaw</a> | GA<br><del>30907**</del> <a href="#">30144++</a> |
| GEORGIA | <del>Pye Foods, Inc.</del> <a href="#">Page Investment</a><br><a href="#">Company, LLC</a><br>P: <del>Carlton Pye</del> <a href="#">Grady Griffin</a><br><del>125-2 Merovan</del> <a href="#">36 Country Club Drive</a><br><del>North Augusta, GA 29860</del> <a href="#">Hawkinsville,</a><br><a href="#">GA 31036</a><br><del>(706) 306-5411</del> <a href="#">(478) 893-1464</a>         | <del>3836 Washington Road, Suite 6</del> <a href="#">145</a><br><a href="#">Lawrenceville Highway</a>                       | <del>Martinez</del> <a href="#">Lilburn</a>  | GA <del>30907</del> <a href="#">30047**</a>      |
| GEORGIA | <del>M &amp; C Subs, Inc.</del> <a href="#">Squad 51, LLC</a><br>P: <del>Melvin Kinard</del> <a href="#">Jeffrey Howe</a><br><del>P.O. Box 2801</del><br><a href="#">3675 Tarn Court</a><br><del>Woodstock, GA 30188</del> <a href="#">Marietta, GA</a><br><a href="#">30062</a><br><del>(850) 206-7698</del> <a href="#">(410) 984-5330</a><br><a href="#">jhowe@firehousesubs.com</a>     | <del>13087 Hwy. 9,</del> <a href="#">145 N. Marietta Parkway,</a><br><del>Suite 930</del> <a href="#">F</a>                 | <del>Milton</del> <a href="#">Marietta</a>   | GA <del>30004*</del> <a href="#">30060*</a>      |

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|----------|--|--|-------------------------------|-------------------------------|
| GEORGIA  | M & C Subs Brettman, Inc.<br>P: Melvin Kinard Trey Norman<br>P.O. Box 2801<br>615 Overhill Dr.<br>Woodstock, GA 30188 30189<br>(850) 206-7698 556-9321<br>tnorman@firehousesubs.com  | 10779 Alpharetta Hwy. 1100 Johnson Ferry Road, Suite 180395  | Reswell Marietta              | GA 30076**30068++             |
| GEORGIA  | M & C Subs, Inc.<br>P: Melvin Kinard<br>P.O. Box 2801<br>Woodstock, GA 30188<br>(850) 206-7698   | 4648 Woodstock Road, Suite 250                               | Reswell                       | GA 30075**                    |
| GEORGIA  | L.E.M. Sterling Food Service, LLC<br>P: Anna Hoppmann Lemoine Rick Szabo<br>4295 Cabretta 5610 Glenridge Drive Ste. 102<br>Smyrna, GA 30080 Atlanta, GA 30342<br>(404) 512-2501 216-5137<br>anna.lemoine@firehousesubs.com rrszabo@firehousesubs.com | 4624 Camp Highland Road SE 5610 Glenridge Dr., Ste. 1000 102 | Smyrna Sandy Springs          | GA 30082 30342*               |
| ILLINOIS | Choice Subs Restaurants, LLC<br>P: Ann Scorza<br>2216 Hillsboro Lane<br>Naperville, IL 60564<br>(630) 442-2609   | 1235 W Boughton Road   | Bolingbrook                   | IL 60440* &&*                 |
| ILLINOIS | Forfar Foods, Inc.<br>P: Alan Forfar<br>2325 Carlow Drive<br>Darien, IL 60561<br>(630) 973-3748  | 209 West Jackson Boulevard                                   | Chicago                       | IL 60606++                    |
| ILLINOIS | Stuntoo, LLC<br>P: Scott Stoner<br>2 Justin Drive<br>Columbia, IL 62236<br>(937) 637-2958<br>scott.stoner@firehousesubs.com  | 5909 North Illinois Street 3214 Nameoki Road                 | Fairview Granite Heights City | IL 62202 62040**              |



| STATE           | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS          | RESTAURANT CITY         | RESTAURANT STATE AND ZIP CODE         |
|-----------------|---|------------------------------------|-------------------------|---------------------------------------|
| ILLINOIS        | Vanderbilt's Firehouse, Inc.<br>P: Christine Vanderbilt<br>518 Keepataw Drive<br>Lemont, IL 60439<br>(630) 742-7875<br><a href="mailto:christine.vanderbilt@firehousesubs.com">christine.vanderbilt@firehousesubs.com</a> |                                    | Lemont                  | IL+&                                  |
| ILLINOIS        | Patel Family Investments, Inc.<br>P: Ankit Patel<br>1 West Rand Road, Suite B<br>Mount Prospect, IL 60056<br>(630) 728-1506   | 1 West Rand Road, Suite B          | Mount Prospect          | IL 60056++&                           |
| ILLINOIS        | Magnabosco Enterprises I, LLC<br>P: Ronald Maganabosco<br>8124 Deland Court<br>Tinley Park, IL 60477<br>(708) 710-1749  | 11008 S. Cicero                    | Oak Lawn                | IL 60453* <del>&amp;&amp;</del> *     |
| <u>ILLINOIS</u> | <u>Spartan Works Inc.</u><br><u>P: Mohamed B. Yala</u><br><u>38 Pentwater Drive</u><br><u>South Barrington, IL 60010</u><br><u>(847) 387-9903</u>   |                                    | <u>South Barrington</u> | <u>IL+</u>                            |
| <u>ILLINOIS</u> | <u>PSB Enterprises, Inc.</u><br><u>P: Robert Kuhn</u><br><u>1568B Wolf Rd. Unit 1</u><br><u>Western Springs, IL 60558</u><br><u>(312) 415-2937</u><br><u>robert.kuhn@firehousesubs.com</u>                                | <u>100 E. Roosevelt Road</u>       | <u>Villa Park</u>       | <u>IL 60181*</u>                      |
| <u>ILLINOIS</u> | <u>Sonia Sandwiches And More, Inc.</u><br><u>P: Yogesh Patel</u><br><u>285 Lorraine Circle</u><br><u>Bloomington, IL 60108</u><br><u>(847) 809-8514</u><br><u>yogesh.patel@firehousesubs.com</u>                          | <u>298 W. North Avenue, Unit 2</u> | <u>Villa Park</u>       | <u>IL 60181*<del>&amp;&amp;</del></u> |
| INDIANA         | DSI Food Services, LLC<br>P: Daniel Irmscher<br>3600 Eastbrooke Drive<br>Evansville, IN 47711<br>(904) 894-4926   | 222 S. Red Bank Road, Suite L      | Evansville              | IN 47712* <del>&amp;&amp;</del> *     |

| STATE                   | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                     | RESTAURANT CITY            | RESTAURANT STATE AND ZIP CODE     |
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| INDIANA                 | DSI Food Services, LLC<br>P: Daniel Irmscher<br>3600 Eastbrooke Drive<br>Evansville, IN 47711<br>(904) 894-4926  | 1031 N. Green River Road, #102                | Evansville                 | IN 47711* <del>&amp;&amp;</del> * |
| <a href="#">INDIANA</a> | <a href="#">Five and Two Investments, Inc.</a><br><a href="#">P: Amanda Shaver</a><br><a href="#">6131 Knight Drive</a><br><a href="#">Evansville, IN 47715</a><br><a href="#">(812) 760-9225</a><br><a href="mailto:amanda.shaver@firehousesubs.com">amanda.shaver@firehousesubs.com</a>            | <a href="#">222 S. Red Bank Road, Suite L</a> | <a href="#">Evansville</a> | <a href="#">IN 47712++</a>        |
| <a href="#">INDIANA</a> | <a href="#">SRQ Subs, LLC</a><br><a href="#">P: Dean Cutshall</a><br><a href="#">P.O. Box 10868</a><br><a href="#">Fort Wayne, IN 46854</a><br><a href="#">(260) 341-8869</a><br><a href="mailto:dean.cutshall@firehousesubs.com">dean.cutshall@firehousesubs.com</a>                                | <a href="#">5215 Illinois Road, Suite 106</a> | <a href="#">Fort Wayne</a> | <a href="#">IN 46804**</a>        |
| <a href="#">INDIANA</a> | <a href="#">FWA Subs, LLC</a><br><a href="#">P: Dean Cutshall</a><br><a href="#">P.O. Box 10868</a><br><a href="#">Fort Wayne, IN 46854</a><br><a href="#">(260) 341-8869</a><br><a href="mailto:dean.cutshall@firehousesubs.com">dean.cutshall@firehousesubs.com</a>                                | <a href="#">4423 Coldwater Road</a>           | <a href="#">Fort Wayne</a> | <a href="#">IN 46825**</a>        |
| <a href="#">INDIANA</a> | <a href="#">Gilliland Investments, LLC</a><br><a href="#">P: Andy Gilliland</a><br><a href="#">2420 East Mill Steam Drive</a><br><a href="#">Greenfield, IN 46140</a><br><a href="#">(317) 509-4339</a><br><a href="mailto:andy.gilliland@firehousesubs.com">andy.gilliland@firehousesubs.com</a>    | <a href="#">1707 North Morton Street</a>      | <a href="#">Franklin</a>   | <a href="#">IN 46131++</a>        |
| <a href="#">INDIANA</a> | <a href="#">Gilliland Investments, LLC</a><br><a href="#">P: Andrew Gilliland</a><br><a href="#">2420 East Mill Stream Drive</a><br><a href="#">Greenfield, IN 46140</a><br><a href="#">(317) 509-4339</a><br><a href="mailto:andy.gilliland@firehousesubs.com">andy.gilliland@firehousesubs.com</a> | <a href="#">22 East McClarnon Drive</a>       | <a href="#">Greenfield</a> | <a href="#">IN 46140**</a>        |

| STATE                   | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS                   | RESTAURANT CITY              | RESTAURANT STATE AND ZIP CODE |
|-------------------------|--|---|------------------------------|-------------------------------|
| <a href="#">INDIANA</a> | <a href="#">Sola Gratia, Inc.</a><br><a href="#">P: Johannes Lin</a><br><a href="#">6455 Tradition Drive</a><br><a href="#">Brownsburg, IN 46112</a><br><a href="#">(909) 418-9999</a><br><a href="#">johannes.lin@firehousesubs.com</a>   | <a href="#">4576-4578 S. Emerson Avenue</a> | <a href="#">Indianapolis</a> | <a href="#">IN 46203*</a>     |
| INDIANA                 | Gilliland Investments, LLC<br>P: Andrew Gilliland<br>2420 East Mill Stream Drive<br>Greenfield, IN 46140<br>(317) 509-4339<br><a href="#">andy.gilliland@firehousesubs.com</a>   | 310 East McGalliard Drive                   | Muncie                       | IN 47303++&                   |
| INDIANA                 | <del>Jack Michael Corporation</del> <a href="#">Sonia</a><br><del>Sandwiches and More, Inc.</del><br>P: <del>Gerald Stanek</del> <a href="#">Yogesh Patel</a><br><del>9930 Clark Place</del><br><del>Crown Point, IN 46307</del><br><a href="#">285 Lorraine Circle</a><br><a href="#">Bloomington, IL 60108</a><br><del>(219) 781-7999</del> <a href="#">(847) 809-8514</a><br><a href="#">yogesh.patel@firehousesubs.com</a> | 8153 Calumet Avenue, D-1                    | Munster                      | IN 46321*⚡                    |
| INDIANA                 | <del>Jack Michael Corporation</del> <a href="#">Sonia</a><br><del>Sandwiches and More, Inc.</del><br>P: <del>Gerald Stanek</del> <a href="#">Yogesh Patel</a><br><del>9930 Clark Place</del><br><del>Crown Point, IN 46307</del><br><a href="#">285 Lorraine Circle</a><br><a href="#">Bloomington, IL 60108</a><br><del>(219) 781-7999</del> <a href="#">(847) 809-8514</a><br><a href="#">yogesh.patel@firehousesubs.com</a> | 69 US Highway 41, Suite 315                 | Schererville                 | IN 46375*⚡                    |
| <a href="#">INDIANA</a> | <a href="#">Shaker Subs Elite Schererville, Inc.</a><br><a href="#">P: Omar Shaker</a><br><a href="#">8771 Sunshine Court</a><br><a href="#">Orland Park, IL 60462</a><br><a href="#">(708) 912-3174</a><br><a href="#">omar.shaker@firehousesubs.com</a>  | <a href="#">69 US Highway 41, Suite 315</a> | <a href="#">Schererville</a> | <a href="#">IN 46375++</a>    |

| STATE                   | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS  | RESTAURANT CITY                                 | RESTAURANT STATE AND ZIP CODE                                 |
|-------------------------|---|--|---|---|
| <a href="#">INDIANA</a> | <a href="#">HSK, LLC</a><br><a href="#">P: Kevin Akers</a><br><a href="#">4180 Carriage Lane</a><br><a href="#">Terre Haute, IN 47805</a><br><a href="#">(812) 264-4687</a>   |  | <a href="#">Terre Haute</a>                     | <a href="#">IN+&amp;</a>                                      |
| <a href="#">IOWA</a>    | <a href="#">LJK Two Holdings, Inc.</a><br><a href="#">P: Jeffrey Kelderman</a><br><a href="#">8805 Chambery Blvd., Suite 300-278</a><br><a href="#">Johnston, IA 50131</a><br><a href="#">(916) 740-5052</a>            | <a href="#">701 S. Duff Avenue, Suite 110</a>                                    | <a href="#">Ames</a>                            | <a href="#">IA 50010***</a>                                   |
| <a href="#">IOWA</a>    | <a href="#">WestridgeFH, LLC</a><br><a href="#">P: Lori L. High</a><br><a href="#">8805 Chambery Boulevard</a><br><a href="#">Suite 300-278</a><br><a href="#">Johnston, IA 50131</a><br><a href="#">(916) 740-5052</a> | <a href="#">10201 University Avenue, #A13</a>                                    | <a href="#">Clive</a>                           | <a href="#">IA 50325***</a>                                   |
| <a href="#">IOWA</a>    | <a href="#">2708 Ingersoll Avenue, LLC</a><br><a href="#">P: Jeffrey Kelderman</a><br><a href="#">8805 Chambery Blvd., Suite 300-278</a><br><a href="#">Johnston, IA 50131</a><br><a href="#">(916) 740-5052</a>        | <a href="#">2708 Ingersoll Avenue, Suite A</a>                                   | <a href="#">Des Moines</a>                      | <a href="#">IA 50312***</a>                                   |
| <a href="#">IOWA</a>    | <a href="#">H&amp;L Food Enterprises, LLC</a><br><a href="#">P: Jeffrey Kelderman</a><br><a href="#">8805 Chambery Blvd., Suite 300-278</a><br><a href="#">Johnston, IA 50131</a><br><a href="#">(916) 740-5052</a>     | <a href="#">3710 Merle Hay Road</a>  | <a href="#">Des Moines</a>                      | <a href="#">IA 50310***</a>                                   |
| <a href="#">IOWA</a>    | <a href="#">460 S. 68<sup>TH</sup> STREET, LLC</a><br><a href="#">P: Jeff Kelderman</a><br><a href="#">9540 Ashler Lane</a><br><a href="#">Johnston, IA 50131</a><br><a href="#">(916) 740-5052</a>                     | <a href="#">460 S. 68<sup>TH</sup> Street</a>                                    | <a href="#">West Des Moines</a>                 | <a href="#">IA 50266***</a>                                   |
| KANSAS                  | <del>Ruffhouse</del> <del>Corbin</del> , LLC<br>P: Christopher Ruff<br>12140 S. Roundtree Street.<br>Olathe, KS 66061<br>(816) 885-5943<br><a href="mailto:cruff@firehousesubs.com">cruff@firehousesubs.com</a>         | <del>13713 Metcalf Avenue</del> <a href="#">15137 W. 119<sup>th</sup> Street</a> | <del>Overland Park</del> <a href="#">Olathe</a> | KS<br><del>66223</del> <del>+</del> <del>66062</del> * &<br>& |

| STATE                    | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS                        | RESTAURANT CITY  | RESTAURANT STATE AND ZIP CODE |
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| <a href="#">KANSAS</a>   | <a href="#">Trocaire Enterprises, Inc.</a><br><a href="#">P: Dana Todd</a><br><a href="#">25 Beaver Creek Road</a><br><a href="#">Goddard, KS 67052</a><br><a href="#">(316) 841-5674</a><br><a href="#">dana.todd@firehousesubs.com</a>  |  | <a href="#">Wichita</a>  | <a href="#">KS+</a>           |
| <a href="#">KENTUCKY</a> | <a href="#">We're Steamed, LLC</a><br><a href="#">P: Timothy Ford</a><br><a href="#">3547 Kellie Lane</a><br><a href="#">Melbourne, KY 41059</a><br><a href="#">(513) 403-6464</a><br><a href="#">tim.ford@firehousesubs.com</a>  | <a href="#">2426 Baxter Avenue</a>               | <a href="#">Crescent Springs</a>                               | <a href="#">KY 41017++</a>    |
| <a href="#">KENTUCKY</a> | <a href="#">E Town Subs Corporation</a><br><a href="#">P: Chaitali Patel</a><br><a href="#">151 Becky McKinley Ave.</a><br><a href="#">Mt. Washington, KY 40047</a><br><a href="#">(630) 550-6352</a><br><a href="#">chaitali.patel@firehousesubs.com</a>   | <a href="#">1570 N. Dixie Highway, Suite 106</a> | <a href="#">Elizabethtown</a>                                  | <a href="#">KY 42701**</a>    |
| <a href="#">KENTUCKY</a> | <a href="#">We're Steamed, LLC</a><br><a href="#">P: Timothy Ford</a><br><a href="#">3547 Kellie Lane</a><br><a href="#">Melbourne, KY 41059</a><br><a href="#">(513) 403-6464</a><br><a href="#">tim.ford@firehousesubs.com</a>  | <a href="#">3065 North Bend Road</a>             | <a href="#">Hebron</a>   | <a href="#">KY 41048++</a>    |
| <a href="#">KENTUCKY</a> | <del><a href="#">LR &amp; SA Company</a></del> <a href="#">We're Steamed, LLC</a><br><del><a href="#">P: Charles Land</a></del> <a href="#">Timothy Ford</a><br><del><a href="#">107 Alexandra Jett Lane</a></del><br><del><a href="#">3547 Kellie Ln.</a></del><br><del><a href="#">Georgetown, KY 40324</a></del> <a href="#">Melbourne, KY</a><br><del><a href="#">41059</a></del><br><del><a href="#">(859) 806-2424</a></del> <a href="#">(513) 403-6464</a><br><del><a href="#">charles.land@firehousesubs.com</a></del> <a href="#">tim.ford@firehousesubs.com</a> | <a href="#">6805 Houston Road</a>                | <del><a href="#">Georgetown</a></del> <a href="#">Florence</a> | <a href="#">KY 41042++</a>    |
| <a href="#">KENTUCKY</a> | <a href="#">HOTSUBS, LLC</a><br><a href="#">P: Joseph Conochalla</a><br><a href="#">1018 Forest Lake Drive</a><br><a href="#">Lexington, KY 40515</a><br><a href="#">(859) 509-2108</a><br><a href="#">bob.conochalla@firehousesubs.com</a>   | <a href="#">535 S. Upper Street, #175</a>        | <a href="#">Lexington</a>                                      | <a href="#">KY 40508+\$</a>   |

| STATE   | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS       | RESTAURANT CITY                   | RESTAURANT STATE AND ZIP CODE   |
|---|---|---------------------------------|-----------------------------------|---------------------------------|
| <u>KENTUCKY</u>                                     | <u>Jenny's Deli, LLC</u><br>P: <u>Jeff Taylor</u><br><u>3611 Gateview Circle</u><br><u>Louisville, KY 40272</u><br><u>(502) 419-5747</u>  | <u>4905 Outer Loop</u>          | <u>Louisville</u>                 | <u>KY 40219**</u>               |
| LOUISIANA   | <del>WTFH, LLC</del> <u>AMDG Holdings, Inc.</u><br>P: <del>Jason Dalton</del> <u>Gayla P. Meilleur</u><br><del>480 Steeple Place</del><br><u>916 French Street</u><br><del>Mandeville, LA 70471</del> <u>New Orleans, LA</u><br><u>70124</u><br><del>(985) 264-7056</del> <u>(504) 343-9674</u><br><del>jason.dalton@firehousesubs.com</del> <u>gayla.m</u><br><u>eilleur@firehousesubs.com</u> | 6021 Pinnacle Parkway           | Covington                         | LA 70433* <u>++</u>             |
| LOUISIANA   | AMDG Holdings, Inc.<br>P: Gayla Meilleur<br>916 French Street<br>New Orleans, LA 70124<br>(504) 343-9674<br><u>gayla.meilleur@firehousesubs.com</u>   |                                 | Metairie                          | LA+ <u>&amp;</u>                |
| <del>LOUISIANA</del> <u>MARYL</u><br><u>AND</u>     | <del>VSEG</del> <u>Varni, LLC Corp.</u><br>P: <del>Jason Dalton</del> <u>Dhurmil Patel</u><br><del>480 Steeple Place</del><br><del>Mandeville, LA 70471</del><br><u>7234 Montgomery Rd., Apt 1A</u><br><u>Elkridge, MD 21075</u><br><del>(985) 264-7056</del> <u>(443) 255-8388</u><br><del>jason.dalton@firehousesubs.com</del> <u>dhurmil.</u><br><u>patel@firehousesubs.com</u>              | <del>1521 Gause Boulevard</del> | <del>Slide</del> <u>Bethesda</u>  | <del>LA 70458*</del> <u>MD+</u> |
| <del>MASSACHUSETTS</del> <u>MI</u><br><u>CHIGAN</u> | <del>Durgadevi Foods</del> <u>Watson Restaurant</u><br><u>Group, LLC</u><br>P: <del>Mahesh Patel</del> <u>David Watson</u><br><del>3115 Cranberry Highway</del><br><del>East Wareham, MA 02538-4803</del><br><u>28557 Woodward Ave</u><br><u>Berkley, MI 48072</u><br><del>(508) 596-8696</del> <u>(313) 303-5178</u>   | <u>28557 Woodward</u>           | <del>Norfolk</del> <u>Berkley</u> | <del>MA</del> <u>MI 48072++</u> |

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|-----------------|---|----------------------------------|---|-------------------------------|
| MICHIGAN        | <del>Northern Foods</del> A & O Partners, LLC<br>P: <del>Brian Mayer</del> <del>Kevin Alread</del><br><del>14528 Macintosh Ct.</del><br><del>1863 Ridgewood Circle</del><br><del>Sterling Heights, MI 48313</del> <del>Saline, MI</del><br><del>48176</del><br><del>(586) 873-8933</del> <del>989) 705-1524</del><br><del>brian.mayer@firehousesubs.com</del> <del>kevin.alread@firehousesubs.com</del> |                                  | <del>Chesterfield</del> <del>Gaylo</del><br><del>rd</del> | MI+                           |
| <u>MICHIGAN</u> | <u>O'Hara Capital Management, LLC</u><br>P: <u>William O'Hara</u><br><u>1863 Ridgewood Cir.</u><br><u>Saline, MI 48176</u><br><u>(734) 320-4281</u>   | <u>1729 South Mission Square</u> | <u>Mt. Pleasant</u>                                       | <u>MI 48858* &amp;&amp;</u>   |
| <u>MICHIGAN</u> | <u>Great Lakes Brigade, LLC</u><br>P: <u>Bill Costello</u><br><u>2301 S. Milford Rd. Suite C</u><br><u>Highland, MI 48357</u><br><u>(248) 459-8363</u><br><u>bill.costello@firehousesubs.com</u>  | <u>20570 Haggerty Road</u>       | <u>Northville</u><br><u>Township</u>                      | <u>MI 48167++</u>             |
| MICHIGAN        | Watson Restaurant Group, LLC<br>P: David Watson<br>28557 Woodward Avenue<br>Berkley, MI 48071<br>(313) 303-5178<br><del>david.watson@firehousesubs.com</del>  | 3044 S. Rochester Road           | Rochester   | MI 48307++ &                  |
| MICHIGAN        | Watson Restaurant Group, LLC<br>P: David Watson<br>28557 Woodward Avenue<br>Berkley, MI 48071<br>(313) 303-5178<br><del>david.watson@firehousesubs.com</del>  | <u>29950 Telegraph Road</u>      | Southfield  | MI <u>48034++</u>             |

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|--------------------|---|---|---|---|
| MICHIGAN           | <del>Northern Foods</del> Great Lakes Brigade, LLC<br>P: <del>Brian Mayer</del> <u>Bill Costello</u><br><del>14528 Macintosh Ct.</del><br><u>2301 S. Milford Rd. Suite C</u><br><del>Sterling Heights, MI 48313</del> <u>Highland, MI 48357</u><br><del>(586) 873-8933</del> <u>(248) 459-8363</u><br><del>brian.mayer@firehousesubs.com</del> <u>bill.costello@firehousesubs.com</u> |   | <del>Sterling Heights</del> <u>Westland</u> | MI+                                     |
| MINNESOTA          | <del>To Brodre</del> Cornerstone Distributing, LLC<br>P: <del>Dustin Elbing</del> <u>Doug Whorton</u><br><del>748 Fairfield Circle</del><br><u>16815 Interlachen Boulevard</u><br><del>Minnetonka, MN 55305</del> <u>Lakeville, MN 55044</u><br><del>(218) 349-9900</del> <u>(907) 347-4759</u>   | <del>2855 Glacier Lane</del> <u>10700 France Ave. South, Suite 400</u> <u>116</u> | <del>Plymouth</del> <u>Bloomington</u>      | MN<br><del>55447**</del> <u>55437++</u> |
| <u>MINNESOTA</u>   | <u>KE Food, LLC</u><br>P: <u>Jamshid Fehrest</u><br><u>9041 Forestview Lane</u><br><u>Maple Grove, MN 55369</u><br><u>(763) 381-9173</u>  | <u>11649 Fountains Drive, Suite A-3</u>   | <u>Maple Grove</u>                          | <u>MN 55369++</u>                       |
| <u>MINNESOTA</u>   | <u>Fehu Ventures, Inc.</u><br>P: <u>Hubert Humphrey</u><br><u>3770 Rosewood Lane North</u><br><u>Plymouth, MN 55441</u><br><u>(612) 889-6515</u><br><u>hubert.humphrey@firehousesubs.com</u>  | <u>2111 Snelling Ave. North, Suite B</u>  | <u>Roseville</u>                            | <u>MN 55113**</u>                       |
| <u>MISSISSIPPI</u> | <u>Pike Management Group, Inc.</u><br>P: <u>Jim Maxwell</u><br><u>10261 Green Moss Drive S.</u><br><u>Cordova, TN 38016</u><br><u>(501) 412-1334</u><br><u>jimaxwell@firehousesubs.com</u>  | <u>7111 Southerest Pkwy., Suite 11</u>  | <u>Southaven</u>                            | <u>MS 38671*</u>                        |
| <u>MISSOURI</u>    | <u>Progressive Compensation, Inc.</u><br>P: <u>Robert Phillips</u><br><u>1614 Englebrook Court</u><br><u>Wildwood, MO 63011</u><br><u>(314) 550-6901</u>  | <u>1649 Clarkson Road</u>   | <u>Chesterfield</u>                         | <u>MO 63017**</u>                       |



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|---|--|---|--|---|
| MISSOURI                                  | <del>Flaming Foods</del> <a href="#">TPLW Associates, LLC</a><br>P: <del>Scott Bradshaw</del> <a href="#">Thomas Pogemiller</a><br><del>1730 Highway 179</del><br><del>Jefferson City, MO 65109</del><br><a href="#">302 Villa Tuscany Court</a><br><a href="#">O'Fallon, MI 63366</a><br><del>(573) 230-3535</del> <a href="#">(636) 443-5584</a>   | 2103 Missouri Boulevard, Suite D  | Jefferson City                               | MO 65109**  |
| <del>NEVADA</del> <a href="#">MONTANA</a> | <del>Tabet Food &amp; Beverage Corp.</del> <a href="#">Montana Sandwich Company, LLC</a><br>P: <del>Bassem Tabet</del> <a href="#">Joseph Cobb</a><br><del>749 Chapleton Court</del> <a href="#">2205 Highland Court</a><br><del>Las Vegas, NV 89178</del><br><a href="#">Bozeman, MT 59715</a><br><del>(702) 592-1434</del> <a href="#">(406) 579-2999</a><br><a href="#">joseph.cobb@firehousesubs.com</a> | <del>5905867 S. Eastern Ave.</del> <a href="#">29th Avenue,</a><br>Suite <del>109</del> <a href="#">104</a> | <del>Las Vegas</del> <a href="#">Bozeman</a> | <del>NV 89119</del> <a href="#">MT 59718</a> **&& |
| <a href="#">NEW JERSEY</a>                | <a href="#">Shree Keshav LLC</a><br>P: <a href="#">Purvi Patel</a><br><a href="#">54 Avenue J</a><br><a href="#">Monroe, NJ 08831</a><br><a href="#">(224) 392-7141</a><br><a href="#">purvi.patel@firehousesubs.com</a>   |   | <a href="#">Middlesex County</a>             | <a href="#">NJ+</a>                               |
| NEW YORK                                  | East Meets West Corp.<br>P: Ali Karout<br>80-06 64 <sup>th</sup> Lane<br>Glendale, NY 11385<br>(718) 386-5330<br><a href="#">ali.karout@firehousesubs.com</a>  | 3359-A Hempstead Turnpike   | Levittown                                    | NY 11756++&                                       |
| NORTH CAROLINA                            | Westland Group Inc.<br>P: Monte Sims<br>1006 Pin Oak Trail<br>Hendersonville, NC 28739<br>(828) 708-9323<br><a href="#">dsims@firehousesubs.com</a>  | 229 Airport Road, #5  | Arden  | NC 28704*&  |
| NORTH CAROLINA                            | Westland Group Inc.<br>P: Monte Sims<br>1006 Pin Oak Trail<br>Hendersonville, NC 28739<br>(828) 708-9323<br><a href="#">dsims@firehousesubs.com</a>  | 105-B Riverhills Road   | Asheville                                    | NC 28805*&  |

| STATE          | FRANCHISEE NAME & MAILING ADDRESS  | RESTAURANT STREET ADDRESS  | RESTAURANT CITY   | RESTAURANT STATE AND ZIP CODE                                 |
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| NORTH CAROLINA | Westland Group Inc.<br>P: Monte Sims<br>1006 Pin Oak Trail<br>Hendersonville, NC 28739<br>(828) 708-9323<br><a href="mailto:dsims@firehousesubs.com">dsims@firehousesubs.com</a>   | 354 Merrimon Avenue  | Asheville   | NC 28801* <del>&amp;</del>                                    |
| NORTH CAROLINA | Westland Group Inc.<br>P: Monte Sims<br>1006 Pin Oak Trail<br>Hendersonville, NC 28739<br>(828) 708-9323<br><a href="mailto:dsims@firehousesubs.com">dsims@firehousesubs.com</a>   | 1334 Patton Avenue   | Asheville   | NC 28806* <del>&amp;</del>                                    |
| NORTH CAROLINA | <del>Chill Pearce</del> Tenth, LLC<br>P: <del>Carter Chill</del> <a href="mailto:Mayank_Amin">Mayank Amin</a><br><del>1300 Laurel Springs Drive, Apt. 1318</del><br><del>3964 Grovesner Street</del><br><del>Durham, NC 27713</del> <a href="mailto:Harrisburg, NC">Harrisburg, NC</a><br><del>28075</del><br><del>(336) 430-2741</del> <a href="tel:(304) 887-2788">(304) 887-2788</a>  | <del>603 Meadowmont Village</del> <a href="mailto:12806 S. Tryon, Suite 282">12806 S. Tryon, Suite 282</a> | <del>Chapel Hill</del> <a href="mailto:Charlotte">Charlotte</a>                         | NC <del>27517</del> <a href="mailto:28213">\$"&gt;28213\$</a> |
| NORTH CAROLINA | <del>Ganglion</del> <a href="mailto:City_Park_SRG, LLC">City Park SRG, LLC</a><br>P: <del>Justin Scotto</del><br>P: <del>Mayank Amin</del><br><del>1646 Rustie Arch Way</del><br><del>2700 West Mallard Creek Road, #220</del><br><del>Huntersville, NC 28078</del> <a href="mailto:Charlotte, NC">Charlotte, NC</a><br><del>28262</del><br><del>(304) 887-2788</del> <a href="tel:(704) 609-4460">(704) 609-4460</a><br><del>mayank.amin@firehousesubs.com</del> <a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a> | <del>3920 Sharon Road, Suite 130-B</del>   | Charlotte   | NC <del>28211</del> ++  |
| NORTH CAROLINA | <del>KDM Best Subs, Inc.</del> <a href="mailto:Waverly_SRG, LLC">Waverly SRG, LLC</a><br>P: <del>Justin Scotto</del><br>P: <del>Keith Martin</del><br><del>707 Charles Avenue</del><br><del>137 Cross Center Rd., Ste. 234</del><br><del>Charlotte, NC 28205</del> <a href="mailto:Denver, NC">Denver, NC</a> 28037<br>(704) <del>419-3366</del> <a href="tel:609-4460">609-4460</a><br><del>keith.martin@firehousesubs.com</del><br><a href="mailto:jscotto@firehousesubs.com">jscotto@firehousesubs.com</a>                              | <a href="mailto:7211 Waverly Walk Ave., Suite B-1">7211 Waverly Walk Ave., Suite B-1</a>                   | <del>Cleveland</del> <a href="mailto:Charlott">Charlott</a><br><a href="mailto:e">e</a> | NC <del>=</del> <a href="mailto:28277">28277*</a>             |

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| NORTH CAROLINA        | <del>Spencer Third Generation, LLC</del> <u>R W Restaurants, Inc.</u><br>P: <del>Michael Spencer</del> <u>Rashaad Woods</u><br><del>4503 Cornerstone Drive</del><br><del>2290 E. Franklin Street, Suite 100</del><br><del>Burlington, NC 27215</del> <u>Gastonia, NC 28054</u><br><del>(919) 412-2232</del> <u>(704) 965-8842</u><br><del>michael.spencer@firehousesubs.com</del> <u>rashad.woods@firehousesubs.com</u> | <del>2290 E. Franklin Boulevard</del><br><del>Suite 100</del>            | <del>Kernersville</del> <u>Gastonia</u> | NC+ <u>28054*</u>                    |
| NORTH CAROLINA        | <del>ENC Foods</del> <u>Engine One of Greensboro, Inc.</u><br>P: <del>Jeffrey Hill</del> <u>David Dickenson</u><br><del>2635 Wallace Family Road</del><br><del>516 Audubon Drive</del><br><del>Kinston, NC 28501</del> <u>Greensboro, NC 27410</u><br><del>(252) 523-3231</del> <u>(336) 382-0080</u><br><del>david.dickenson@firehousesubs.com</del>   | <del>3123 Dr. ML King Jr. Boulevard</del> <u>1605 Westover Terrace</u>   | <del>New-Bern</del> <u>Greensboro</u>   | NC <del>28562</del> <u>27408**</u>   |
| <u>NORTH CAROLINA</u> | <u>PHRS, LLC</u><br>P: <u>Ronak Patel</u><br><u>2804 Bishop Brook Court</u><br><u>Cary, NC 27519</u><br><u>(919) 539-6397</u><br><u>ronak.patel@firehousesubs.com</u>   |  | <u>Wake Forest</u>                      | <u>NC+</u>                           |
| OHIO                  | <del>Firehawks Ventures I</del> <u>Yellow Submarines, LLC</u><br>P: <del>Jeffrey Hawk</del> <u>Daniel Torrence</u><br><del>12156 Waters Edge Court</del><br><del>8193 Baywood Lane</del><br><del>Loveland, OH 45140</del> <u>Maineville, OH 45039</u><br><del>(513) 236-4199</del> <u>600-8782</u><br><del>dan.torrence@firehousesubs.com</del>   | <del>4750 Fields Ertel Road</del> <u>11711 Princeton Pike, Suite 461</u> | Cincinnati                              | OH <del>45249++</del> <u>45246**</u> |
| OHIO                  | <del>Pegasus Subs Polaris 2, LLC</del><br>P: <del>Roman Kimkhe</del><br><del>1550 Briareliffe Drive</del><br><del>Powell, OH 43065</del><br><del>(614) 732-7882</del>   | <del>2140 Polaris Parkway</del>  | <del>Columbus</del>                     | <del>OH 43240**</del>                |

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|---------------------------|---|--|-----------------------------|-------------------------------|
| OHIO                      | Pegasus Subs Grandview I, LLC<br>P: Roman Kimkhe<br>1550 Briareliffe Drive<br>Powell, OH 43065<br>(614) 732-7882  | 955 W. 5 <sup>th</sup> Avenue          | Columbus                    | OH 43212**                    |
| OHIO                      | Shree Subs Sub'Mission Brothers, LLC<br>P: Hemin Patel Ozzie Osman<br>6324 Carriann Court<br>2793 Coltsbridge Drive<br>Hilliard, OH 43026 Lewis Center, OH<br>43035<br>(614) 537-6320 (613) 913-7815  | 1132 W. Henderson Road                 | Columbus                    | OH 43220**++                  |
| OHIO                      | Khalsa Food Services, LLC<br>P: Saranpreet Singh<br>470 Bay Grove Rd.<br>Loganville, GA 30052<br>(770) 686-6721<br>saranpreet.singh@firehousesubs.com   |  | Columbus                    | OH+                           |
| OHIO                      | WMC Restaurants, Inc. Sub'Mission Brothers LLC<br>P: Walid Chehade Ozzie Osman<br>4855 Hawthorne Lane<br>2793 Coltsbridge Drive<br>Westlake, OH 44145 Lewis Center, OH<br>43035<br>(216) 235-0345 (613) 913-7815<br>ozzie.osman@firehousesubs.com |  | Rocky Lewis<br>River Center | OH+                           |
| PENNSYLVANIA OK<br>LAHOMA | BE Mart Distinctive Brands II, LLC<br>P: Brendan Martin Brandon Birdwell<br>209 Compass Court<br>McDonald, PA 15057<br>4701 Crusader Ave.<br>Edmond, OK 73025<br>(814) 880-0435 (405) 612-4639<br>brandon.birdwell@firehousesubs.com              | 320 McHolme Drive 9538 N. Garnett Road | Pittsburgh Owasso           | PA 15275*OK*                  |

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| PENNSYLVANIA              | <del>Repo Subs</del> Red Flame, LLC<br>P: Chadwick SorensenCharles Prentis<br>9745 Touchton Rd. Unit 926<br>Jacksonville, FL 32246<br>3061 Timothy Rd.<br>Bellmore, NY 11710<br>(904) 524-5825(631) 377-0338<br>chuck.prentis@firehousesubs.com | <del>1665 State Hill</del> 1824 Airport Road, Ste. 470 | WyomissingAllentown   | PA <del>19610</del> 18109**   |
| <del>SOUTH CAROLINA</del> | Divita Concepts Group, LLC<br>P: Judy Divita<br>P.O. Box 99<br>Irmo, SC 29063<br>(803) 361-1120   | 633 Main Street  | Columbia              | SC 29201**                    |
| <del>SOUTH CAROLINA</del> | Divita Concepts Group, LLC<br>P: Judy Divita<br>P.O. Box 99<br>Irmo, SC 29063<br>(803) 361-1120   | 150 A Harbison Boulevard                               | Columbia              | SC 29212**                    |
| <del>SOUTH CAROLINA</del> | Divita Concepts Group, LLC<br>P: Judy Divita<br>P.O. Box 99<br>Irmo, SC 29063<br>(803) 361-1120   | 3250 Forest Drive                                      | Columbia              | SC 29204**                    |
| <del>SOUTH CAROLINA</del> | Divita Concepts Group, LLC<br>P: Judy Divita<br>P.O. Box 99<br>Irmo, SC 29063<br>(803) 261-1120   | 7467 St. Andrews Road                                  | Irmo                  | SC 29063**                    |
| <del>SOUTH CAROLINA</del> | Divita Concepts Group, LLC<br>P: Judy Divita<br>P.O. Box 99<br>Irmo, SC 29063<br>(803) 261-1120   | 109 Old Chapin Road                                    | Lexington             | SC 29072**                    |
| SOUTH CAROLINA            | Pye Foods, Inc.MTM Subs 1, LLC<br>P: Carlton PyeFrank J. McDonough<br>125-2 Merovan Drive<br>11 Mallard Street<br>North Augusta, SC 29860Hilton Head<br>Island, SC 29228<br>(706) 306-5411(843) 298-2418  | <del>1237 Knox Avenue, N.</del> 32 Malphrus Road       | North-AugustaBluffton | SC 2984129910**               |

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| SOUTH CAROLINA                             | R W Restaurants 2, Inc.<br>P: Rashaad Woods<br>5501 Executive Center Drive<br>Suite 238<br>Charlotte, NC 28212<br>(704) 965-8842<br><a href="mailto:rasheed.woods@firehousesubs.com">rasheed.woods@firehousesubs.com</a>   | 2674 Celanese Road, Suite 109   | Rock Hill  | SC 29732* <del>&amp;</del>                       |
| <del>SOUTH CAROLINA</del> <u>TENNESSEE</u> | <del>Divita Concepts</del> TDJ Group, LLC<br>P: <del>Judy Divita</del> <a href="mailto:David Pifer">David Pifer</a><br><del>P.O. Box 99</del><br><del>Irmo, SC 29063</del><br><del>12225 Posey Hollow Rd.</del><br><del>Soddy Daisy, TN 37379</del><br><del>(803) 528-5633</del> <a href="tel:(423) 314-4681">(423) 314-4681</a><br><del>dpifer@firehousesubs.com</del>  | <del>2805 B Sunset Boulevard</del> <a href="#">1812 Decatur Place</a> | <del>West-Columbia</del> <a href="#">Athens</a>    | <del>SC 29169</del> * <a href="#">TN 37303</a> * |
| <del>SOUTH CAROLINA</del> <u>TENNESSEE</u> | <del>Divita Concepts</del> Sloane Restaurant Group, LLC<br>P: <del>Judy Divita</del> <a href="mailto:Jonathon Sloane">Jonathon Sloane</a><br><del>P.O. Box 99</del><br><del>Irmo, SC 29063</del><br><del>601 Wendl Drive</del><br><del>Knoxville, TN 37934</del><br><del>(803) 528-5633</del> <a href="tel:(865) 483-0866">(865) 483-0866</a>  | <del>2301 Augusta Road</del> <a href="#">419 S. Washington Street</a> | <del>West-Columbia</del> <a href="#">Maryville</a> | <del>SC 29169</del> <a href="#">TN 37804</a> **  |
| <del>TEXAS</del> <u>TENNESSEE</u>          | <del>Little Red Engine No. 3,</del> Sloane Restaurant Group, LLC<br>P: <del>Jennifer Sellers</del> <a href="mailto:Jonathon Sloane">Jonathon Sloane</a><br><del>1712 West End Place</del><br><del>Round Rock, TX 78681</del><br><del>601 Wendl Drive</del><br><del>Knoxville, TN 37934</del><br><del>(512) 659-0431</del><br><del>jsellers@firehousesubs.com</del> <a href="tel:(865) 483-0866">(865) 483-0866</a> | <a href="#">1143 Oak Ridge Turnpike, Suite 109</a>                    | <del>Austin</del> <a href="#">Oak Ridge</a>        | <del>TX</del> <a href="#">TN 37830</a> **        |
| <u>TEXAS</u>                               | <a href="#">KMK Restaurants #355 Custer, LLC</a><br>P: <a href="#">Dave Patel</a><br><a href="#">12909 Rhineland Drive</a><br><a href="#">Frisco, TX 75033</a><br><a href="tel:(903) 949-8857">(903) 949-8857</a>  | <a href="#">5999 Custer Road, Suite 100</a>                           | <a href="#">Frisco</a>                             | <a href="#">TX 75035</a> **                      |

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| TEXAS | <del>K&amp;G Group</del> <a href="#">KATMIK Investments, LLC</a><br>P: <del>Kirit</del> <a href="#">Dave Patel</a><br><del>6820 Preston Rd. Apt. 1318</del><br><a href="#">12909 Rhinelander Drive</a><br><del>Plano, TX 75024</del> <a href="#">Frisco, TX 75033</a><br><del>(816) 305-2279-903</del> 949-8857  | <a href="#">6025 Main Street</a>  | <del>Dallas</del> <a href="#">Frisco</a>          | TX+ <a href="#">75034**</a>                 |
| TEXAS | Star Subs Ventures, LLC<br>P: Raj Patel<br>1315 Pendergrass Trail<br>Sugar Land, TX 77479<br>(512) 577-5038<br><a href="mailto:raj.patel@firehousesubs.com">raj.patel@firehousesubs.com</a>  | 10916 Westheimer Road   | Houston   | TX 77042* <del>&amp;</del>                  |
| TEXAS | <del>Perseverance Pays, Inc.</del><br>P: <del>Juan Paul Latimore</del><br><del>305 Sheridan Road</del><br><del>Oak Point, TX 75068</del><br><del>(214) 407-6216</del>  | <del>2325 S. Stemmons Fwy., Suite 308</del>                               | <del>Lewisville</del>                             | <del>TX 75067**</del>                       |
| TEXAS | <del>Judydnick</del> <a href="#">Brazos Valley Subs, LLC</a><br>P: <del>Michelle Spooner</del> <a href="#">Keith Sullins</a><br><del>90 Stone Hinge</del> <a href="#">13131 Champions Drive, Suite 110</a><br><del>Fairview, TX 75069</del> <a href="#">Houston, TX 77069</a><br><del>(704) 219-0934</del> <del>832</del> 473-0837<br><del>michelle.spooner@firehousesubs.com</del> <a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a> | <del>2890 Craig Drive</del> <a href="#">1000 Lowes Blvd., Suite B-400</a> | <del>McKinney</del> <a href="#">Killeen</a>       | TX <del>75070*</del> <a href="#">76543*</a> |
| TEXAS | <del>The Seven Fire Chiefs</del> <a href="#">KMK Restaurants, Castle Hills, LLC</a><br>P: <del>Noemi Yanez</del> <a href="#">Dave Patel</a><br><del>113 Snowflake</del> <a href="#">12909 Rhinelander Drive</a><br><del>Round Rock, TX 78664</del> <a href="#">Frisco, TX 75033</a><br><del>(512) 831-9297</del><br><del>noemi.yanez@firehousesubs.com</del> <a href="#">903</a><br>949-8857   | <a href="#">6225 N. Josey Lane, Suite 114</a>                             | <del>Plugerville</del> <a href="#">Lewisville</a> | TX <a href="#">75056++</a>                  |
| TEXAS | <a href="#">Little Red Engine No. 2, LLC</a><br>P: <a href="#">Jennifer Sellers</a><br><a href="#">1712 West End Place</a><br><a href="#">Round Rock, TX 78681</a><br><a href="#">(512) 659-0431</a><br><a href="mailto:jsellers@firehousesubs.com">jsellers@firehousesubs.com</a>   | <a href="#">201 University Oaks Blvd., Suite 1200</a>                     | <a href="#">Round Rock</a>                        | <a href="#">TX 78664++</a>                  |

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| TEXAS                 | Texas FireCasa, LLC<br>P: Robert Gorena<br>816 S 4 <sup>th</sup> Avenue<br>Edinburg, TX 78539<br>(956) 207-7463<br><a href="mailto:robert.gorena@firehousesubs.com">robert.gorena@firehousesubs.com</a>   | 2611 S.E. Military Drive, Suite 101  | San Antonio                       | TX 78223* <del>&amp;&amp;</del> * |
| <del>UTAH</del> TEXAS | <del>Nebraska Firetruck, LLC</del> Hotchkiss Enterprises of Texas, LTD<br>P: <del>Ryan Page</del> Lee Hotchkiss<br><del>754 South 350 West</del><br><del>Lehi, UT 84043</del><br><del>925 Coronado Blvd., Ste. 100</del><br><del>Universal City, TX 78148</del><br><del>(308) 627-6643</del> (210) 410-0354<br><del><a href="mailto:ryan.page@firehousesubs.com">ryan.page@firehousesubs.com</a></del> <a href="mailto:jhotchkiss@firehousesubs.com">jhotchkiss@firehousesubs.com</a> | <del>538 East University</del> 19141 Stone Oak Parkway, <del>Suite 101</del> | <del>Orem</del> San Antonio       | <del>UT 84097</del> TX 78258++    |
| <del>UTAH</del> TEXAS | <del>Fuego Foree 5 Holdings, Inc.</del> Brazos Valley Subs, LLC<br>P: <del>Eric McCune</del> Keith Sullins<br><del>1528 Michigan Avenue</del><br><del>Salt Lake City, UT 84105</del><br><del>13131 Champions Drive, Suite 110</del><br><del>Houston, TX 77069</del><br><del>(801) 560-4226</del> (832) 473-0837<br><del><a href="mailto:keith.sullins@firehousesubs.com">keith.sullins@firehousesubs.com</a></del>  | <del>10325 South State Street</del> 4215 Franklin Avenue                     | <del>Sandy</del> Waco             | <del>UT 84070</del> *TX 76710*    |
| <del>UTAH</del> TEXAS | <del>S.T.A. Group</del> Strube Snacks, LLC Inc.<br>P: <del>Gurvinder Gill</del> Marcia Jane Strube<br><del>9737 South King Benjamin Drive</del> 245 Bent Creek Drive<br><del>South Jordan, UT 84095</del><br><del>Waxahachie, TX 75165</del><br><del>(801) 706-3750</del><br><del><a href="mailto:gurvinder.gill@firehousesubs.com">gurvinder.gill@firehousesubs.com</a></del> 214) 507-6587  |  | <del>West Jordan</del> Waxahachie | <del>UT</del> TX+                 |
| VIRGINIA              | Anchor Point FTC LLC<br>P: Gregory Gilbert<br>14575 Berline Turnpike<br>Lovettsville, VA 20180<br>(703) 727-7765  | 12120 Fairfax Towne Center   | Fairfax                           | VA 22033**                        |



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| VIRGINIA                                       | <del>ATQOKV</del> Farmers, LLC<br>P: Dilraj Hundal<br>4788 Walbern Court<br>Chantilly, VA 20151<br>(703) <del>951-7828</del> 869-1374<br><del>dilraj.hundal@firehousesubs.com</del> <a href="mailto:dilraj.hundal@firehousesubs.com">dilraj.hundal@firehousesubs.com</a>   | <del>954814245-D Main St.</del> <a href="#">L Centreville Square</a> | <del>Fairfax</del> <a href="#">Centreville</a>   | VA <del>22031</del> <a href="#">20121</a> **  |
| VIRGINIA                                       | Big Blue Elephant, LLC<br>P: Richard Dunbar<br>12524 Cliff Edge Drive<br>Herndon, VA 20170<br>(703) 655-1105   | 360 Elden Street   | Herndon  | VA 20170++&                                   |
| VIRGINIA                                       | <del>Dalmation Enterprises</del> <a href="#">Capital Restaurant Operators, LLC</a><br>P: <del>Brien Moore</del> <a href="#">Lindsay Lowe</a><br><del>2415 Lamb Ave.</del><br><del>44368 Stone Roses Circle</del><br><del>Richmond, VA 23222</del> <a href="#">Ashburn, VA 20147</a><br>(804) 301-0646(703) 731-6013<br><del>brien.moore@firehousesubs.com</del> <a href="mailto:llowe@firehousesubs.com">llowe@firehousesubs.com</a> | <del>5243 W. Broad</del> <a href="#">360 Elden</a> Street            | <del>Richmond</del> <a href="#">Herndon</a>      | VA <del>23230++</del> <a href="#">20170</a> * |
| VIRGINIA                                       | <del>Pickle Bucket 4, LLC</del><br>P: <del>Mare Engelking</del><br><del>522 North Alfred Street</del><br><del>Alexandria, VA 22314</del><br>(571) 259-3726<br><del>mare.engelking@firehousesubs.com</del>  | <del>20921 Davenport Drive, Unit 112</del>                           | <del>Sterling</del>                              | <del>VA 20165++</del>                         |
| <del>VIRGINIA</del> <a href="#">WASHINGTON</a> | <del>FireKings</del> , <del>Tri City Subs</del> LLC<br>P: <del>John King</del> <del>William Babby</del><br><del>1285 Babbtown Rd.</del><br><del>Suffolk, VA 23434</del><br><del>2110 W. 50<sup>th</sup> Avenue</del><br><del>Kennewick, WA 99337</del><br>(757) 286-5819(360) 326-5306   | <del>1201 N. Main Street</del>                                       | <del>Suffolk</del> <a href="#">Benton County</a> | VA 23434 <a href="#">WA</a> +\$               |

| STATE                                      | FRANCHISEE NAME & MAILING ADDRESS   | RESTAURANT STREET ADDRESS   | RESTAURANT CITY                                  | RESTAURANT STATE AND ZIP CODE   |
|--|---|---|--|---------------------------------|
| <del>VIRGINIA</del> <u>WASHINGTON</u>      | <del>FHS TO THE RESCUE, LLC</del> <u>Vincent Station, Inc.</u><br>P: <del>Pat Akers</del> <u>Rodney Vincent</u><br><del>1304 Lilac Avenue</del><br><del>Chesapeake, VA 23325</del><br><del>8205 193<sup>rd</sup> Ave. Place E.</del><br><del>Bonney Lake, WA 98391</del><br><del>(757) 681-2029</del> <u>(253) 217-2209</u>                       | <del>5224 Indian River Road, Suite 101</del>                                  | <del>Virginia Beach-</del><br><u>Bonney Lake</u> | <del>VA**</del> <u>WA+</u>      |
| <del>VIRGINIA</del> <u>WASHINGTON</u>      | <del>Above Par</del> <u>Ootro, LLC</u><br>P: <del>Sandra J. Thomason</del> <u>Natalya Drozhzhin</u><br><del>205 Custer</del> <u>2722 171<sup>st</sup> Avenue</u><br><del>Winchester, VA 22602</del><br><u>Lake Tapps, WA 98391</u><br><del>(910) 274-3388</del> <u>(253) 347-6220</u><br><u>natalya.drozhzhin@firehousesubs.com</u>               |   | <del>Winchester-</del> <u>Kent</u>               | <del>VA</del> <u>WA+</u>        |
| <del>WEST VIRGINIA</del> <u>WASHINGTON</u> | <del>Flashpoint,</del> <u>Gourmet Subs LLC</u><br>P: <del>Sandra Anderson</del> <u>Otniel "Nick" Manzat</u><br><del>472 Whispering Pines</del><br><del>Davisville, WV 26142</del><br><u>1736 10<sup>th</sup> Avenue NE, #105</u><br><u>Issaquah, WA 98029</u><br><del>(304) 834-2447</del> <u>(206) 999-6285</u>                                  | <del>107 Grand Central Avenue, Suite C</del>                                  | <del>Vienna-</del> <u>King County</u>            | <del>WV**</del> <u>WA+&amp;</u> |
| WISCONSIN                                  | <del>KMK Investment Group, Inc.</del> <u>S&amp;M FHS, LLC</u><br>P: <del>Karl Bednar</del> <u>Sara Benedetto</u><br><del>6337 Prairie Park Dr</del><br><u>3864 S. Massachusetts Ave.</u><br><del>Eau Claire, WI 54701</del> <u>Milwaukee, WI 53220</u><br><del>(904) 673-4340</del><br><u>karl.bednar@firehousesubs.com</u> <u>(414) 233-2762</u> | <del>5314 Prill</del> <u>15280 West Bluemound Road,</u><br><del>Suite 3</del> | <del>Eau Elm</del><br><u>Claire Grove</u>        | <del>WI-54701</del> **          |

\*Transfer - Franchisee sold existing stores to another franchisee, but did not leave the system.

\*\*Transfer - Franchisee sold existing store(s) to another franchisee and left the system.

\*\*\*Reacquired by Franchisor

+ Franchise Agreement terminated before store was opened.

++ Closed.

+\$ Not renewed; still in system.

\$ Not renewed; left system.

\*&Transfer - after 12/25/31/16/17 – did not leave system.

\*&& Transfer – after 12/~~25~~31/~~16~~17 – left system.

++& Closed - after 12/~~25~~31/~~16~~17.

+& Franchise Agreement terminated before store was opened – after 12/~~25~~31/~~16~~17

**EXHIBIT R TO THE DISCLOSURE DOCUMENT**

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**LIST OF STATE AGENCIES/AGENTS  
FOR SERVICE OF PROCESS**

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Our registered agent in the State of Florida is:

Chris Sorensen  
12735 Gran Bay Parkway, Suite 150  
Jacksonville, Florida 32258

| STATE      | STATE REGULATORY AGENCY   | AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY  |
|------------|---|---|
| California | Department of Business Oversight<br><i>Los Angeles</i><br>320 West 4 <sup>th</sup> Street<br>Suite 750<br>Los Angeles, CA 90013-2344<br>(213) 576-7500<br><i>Sacramento</i><br>1515 K Street<br>Suite 200<br>Sacramento, CA 95814-4052<br>(916) 445-7205<br><i>San Diego</i><br>1350 Front Street, Room 2034<br>San Diego, CA 92101-3697<br>(619) 525-4233<br><i>San Francisco</i><br>One Sansome Street<br>Suite 600<br>San Francisco, CA 94104-4428<br>(415) 972-8565 |   |
| Hawaii     | Department of Commerce and<br>Consumer Affairs<br>Business Registration Division<br>Commissioner of Securities<br>P.O. Box 40<br>Honolulu, Hawaii 96810<br>(808) 586-2744   | Commissioner of Securities<br>Department of Commerce and<br>Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch<br>335 Merchant Street, Room 203<br>Honolulu, Hawaii 96813 |
| Illinois   | Franchise Bureau<br>Office of Attorney General<br>500 South Second Street<br>Springfield, IL 62706<br>(217) 782-4465  |   |
| Indiana    | Franchise Section<br>Indiana Securities Division<br>Secretary of State<br>Room E-111<br>302 W. Washington Street<br>Indianapolis, Indiana 46204<br>(317) 232-6681   |   |
| Maryland   | <del>Maryland—Division</del> Office of the<br><a href="#">Attorney General</a><br><a href="#">Securities Division</a><br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-7042   | Maryland <a href="#">Securities</a> Commissioner-<br><del>of</del><br><del>—Securities</del><br>200 St. Paul Place<br>Baltimore, Maryland 21202-2020  |
| Michigan   | Michigan Attorney General's<br>Office<br>Consumer Protection Division<br>Attn: Franchise Section<br>525 W. Ottawa Street<br>Williams Building, 1st Floor<br>Lansing, MI 48933<br>(517) 373-7117   |   |

| STATE        | STATE REGULATORY AGENCY   | AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY  |
|--------------|---|---|
| Minnesota    | Minnesota Department of Commerce<br><del>Market Assurance Division</del><br><u>Securities Unit</u><br>85 7 <sup>th</sup> Place East, Suite <del>500</del> <u>280</u><br>St. Paul, Minnesota 55101-2198<br>(651) <del>296</del> <u>539-6328</u> <u>1600</u>  | <u>Commissioner of Commerce</u><br><u>85 7<sup>th</sup> Place East, Suite 280</u><br><u>St. Paul, Minnesota 55101-2198</u><br><u>(651) 539-1600</u>   |
| New York     | <del>Office of the</del> New York State<br><del>Department of Law</del><br><u>Attorney General</u><br><del>Bureau of</del> Investor Protection<br><u>Bureau of</u><br><del>and Securities</del><br><u>Franchise</u><br>120 Broadway, 23rd Floor<br>New York, NY 10271- <u>0332</u><br>(212) 416- <del>821</del> <u>8236</u> | <del>Secretary</del> <u>Attention:</u> <u>Uniform</u><br><u>Commercial</u><br><u>Code</u><br><u>New York Department</u> of State<br><del>The Division of Corporations</del><br>One Commerce Plaza<br>99 Washington Avenue, <u>6th Floor</u><br>Albany, NY 12231-0001<br><u>(518) 473-2492</u> |
| North Dakota | <del>Office of</del> <u>North Dakota</u> Securities<br><del>Department</del><br><del>Commissioner</del><br><u>Fifth State Capitol 5th Floor, Dept.</u><br><u>414</u><br>600 East Boulevard <u>Avenue</u><br>Bismarck, ND 58505-0510<br>(701) 328-4712   | <u>Securities Commissioner</u><br><u>North Dakota Securities Department</u><br><u>State Capitol 5th Floor, Dept. 414</u><br><u>600 East Boulevard Avenue</u><br><u>Bismarck, ND 58505-0510</u><br><u>(701) 328-4712</u>   |
| Oregon       | Department of Consumer &<br>Business Services<br>Division of Finance and<br>Corporate Securities<br>Labor and Industries Building<br>Salem, Oregon 97310<br>(503) 378-4140  |   |
| Rhode Island | Department of Business<br>Regulation<br>Securities Division<br>1511 Pontiac Avenue<br>John O. Pastore Complex-69-1<br>Cranston, RI 02920-4407<br>(401) 462-9527   |   |
| South Dakota | Division of <u>Insurance</u><br>Securities <u>Regulation</u><br>124 S. Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773- <del>4823</del> <u>3563</u>  |   |
| Virginia     | State Corporation Commission<br>1300 East Main Street<br>9th Floor<br>Richmond, VA 23219<br>(804) 371-9051  | Clerk<br>State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, VA 23219   |
| Washington   | Department of Financial<br>Institutions<br>Securities Division<br>P.O. Box 9033<br>Olympia, WA 98507-9033<br>(360) 902-8760   | Department of Financial Institutions<br>150 Israel Road, SW<br>Tumwater, WA 98501   |

| STATE     | STATE REGULATORY AGENCY  | AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY |
|-----------|--|--|
| Wisconsin | Division of Securities<br>Department of Financial Institutions<br>Post Office Box 1768<br>Madison, Wisconsin 53701<br>(608) 266-2801 |  |

**EXHIBIT S TO THE DISCLOSURE DOCUMENT**

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**FORM OF  
FRANCHISE COMPLIANCE CERTIFICATE**

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**FORM OF FRANCHISE COMPLIANCE CERTIFICATION**

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. **Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement.** Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Agreement, and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Did you receive the Franchise Agreement, and each related agreement, containing all material terms, at least 7 days before signing any binding agreement (other than any deposit agreement) with us or an affiliate?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

\*This does not include changes to any agreement mutually agreed upon.

3. Do you understand all of the information contained in the Franchise Agreement, and each Addendum (if any) and related agreement provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the Franchise Agreement, Addendum (if any) and/or related agreements do you not understand? (Attach additional pages, if necessary.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Have you received and personally reviewed our Franchise Disclosure Document (“FDD”) that was provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Did you receive the FDD at least 14 days before signing the Franchise Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you discussed the benefits and risks of purchasing a FIREHOUSE SUBS® Restaurant franchise with an attorney, accountant or other professional advisor?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, do you wish to have more time to do so?

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Do you understand that the success or failure of your FIREHOUSE SUBS® Restaurant franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a FIREHOUSE SUBS® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes \_\_\_\_\_ No \_\_\_\_\_

15. If you have answered "Yes" to any one of questions 11-14, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

\_\_\_\_\_  
\_\_\_\_\_

16. Do you understand that the Franchise Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning the FIREHOUSE SUBS® Restaurant franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement, Addendum (if any) or related agreements will not be binding?\*

Yes \_\_\_\_\_ No \_\_\_\_\_

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

17. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement, Addendum (if any) and related agreements can be relied upon?

Yes \_\_\_\_\_ No \_\_\_\_\_

18. You signed the Franchise Agreement, and Addendum (if any) and related agreements on \_\_\_\_\_, 201\_\_, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the “Franchisee Applicant” constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:

Date \_\_\_\_\_, 20\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

[Signature Page to FIREHOUSE SUBS® Franchise Compliance Certification]

**EXHIBIT T TO THE DISCLOSURE DOCUMENT**

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**STATE SPECIFIC  
RIDERS AND ADDENDA**

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**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
FIREHOUSE OF AMERICA, LLC  
STATE OF CALIFORNIA**

The following paragraphs are added to the Disclosure Document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at [www.dbo.ca.gov](http://www.dbo.ca.gov).

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.

THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN YOUR STATE INCLUDING, BUT NOT LIMITED TO, A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.).

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Florida with certain exceptions. These provisions may not be enforceable under California law.

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration is to occur at the office of the American Arbitration Association in Jacksonville, Florida with costs being borne by the non-prevailing party.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Neither the Franchisor, nor any person or franchise broker in Item 2 of the Franchise Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that associate or exchange.

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

**ADDENDUM  
TO FRANCHISE DISCLOSURE DOCUMENT FOR  
FIREHOUSE OF AMERICA, LLC  
STATE OF ILLINOIS**

The following is added to Item 1, Our Area Representative Program.

Under Illinois law, an Area Representative is considered a subfranchisor and must be registered prior to engaging in any franchising activities in Illinois.

The following is added to Item 17:

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/1-44.

The Illinois Franchise Disclosure Act will govern any franchise agreement if: (a) it applies to a franchise located in Illinois; or (b) a franchisee who resides in Illinois.

The franchise agreement will become effective on its acceptance and signing by us in the State of Florida. The franchise agreement will be interpreted and construed under the substantive laws of Florida, except to the extent governed by the Illinois Franchise Disclosure Act or the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C., Sections 1051, et seq.). However any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the franchise agreement may provide for arbitration in a forum outside of Illinois.

Be advised that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. No person may be prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall arbitration of any claim pursuant to the provisions of Title 9 of the United States Code be prevented.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is incorporated into the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** The following is added to Section 16 of the Agreement:

The conditions under which this franchise can be terminated and the parties’ rights on termination may be affected by Illinois law, 815 ILCS 705/1-44.

3. **Limitation of Claims.** The following is added to Section 19.6 of the Agreement:

No action can be maintained to enforce any liability created by the Illinois Franchise Disclosure Law (the “**Illinois Act**”) unless brought before the earlier of (i) the expiration of 3 years from the act or transaction constituting the violation upon which such action is based; (ii) the expiration of 1 year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Illinois Act; or (iii) 90 days after delivery to you of a written notice disclosing the violation.

4. **Governing Law and Jurisdiction.** Sections 19.7 and 19.8 of the Agreement are amended by adding the following:

All matters coming under the Illinois Act will be governed by the Illinois Act. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Act.

5. **Waiver of Jury Trial.** Section 19.9 of the Agreement is deleted in its entirety.

6. **No Waiver.** Be advised that nay condition, stipulation, or provision purporting to bind any person requiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Law or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN ILLINOIS**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (referred to in this Rider as “**you**” or “**your**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of the Agreement and supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** The following is added to Section 7 of the Agreement:

The conditions under which this franchise can be terminated and the parties’ rights on termination may be affected by Illinois law, 815 ILCS 705/1-44.

3. **Limitation of Claims.** The following is added to Section 93.6 of the Agreement:

No action can be maintained to enforce any liability created by the Illinois Franchise Disclosure Law (the “**Illinois Act**”) unless brought before the earlier of (i) the expiration of 3 years from the act or transaction constituting the violation upon which such action is based; (ii) the expiration of 1 year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Illinois Act; or (iii) 90 days after delivery to you of a written notice disclosing the violation.

4. **Governing Law and Jurisdiction.** Sections 9.7 and 9.8 of the Agreement are amended by adding the following:

All matters coming under the Illinois Act will be governed by the Illinois Act. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Act.

5. **Waiver of Jury Trial.** Section 9.9 of the Agreement is deleted in its entirety.

6. **No Waiver.** Be advised that any condition, stipulation, or provision purporting to bind any person requiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Law or any other law of Illinois is void.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
MARYLAND DISCLOSURE DOCUMENT**

1. Item 17 is amended by adding the following language after the table:
  - (a) You may sue in Maryland for claims arising under the Maryland franchise registration and disclosure law (the “**Maryland Law**”). Any claims arising under the Maryland law must be brought within 3 years after the grant of the franchise.
  - (b) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)
  - (c) Pursuant to COMAR 02.02.08.16L, any General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Maryland law.
  
3. Our Standard form of Release is attached to this Addendum.

**FORM OF RELEASE**

The following is our current general release form that we expect to include in a release that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

THIS RELEASE is given by \_\_\_\_\_ and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the “**Franchisee**”), to FIREHOUSE OF AMERICA, LLC and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, the “**Franchisor**”).

Effective on the date of this Release, the Franchisee forever releases and discharges the Franchisor from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the Franchisee now has or ever had against the Franchisor, including without limitation, anything arising out of that certain Franchise Agreement dated \_\_\_\_\_ (the “**Franchise Agreement**”), the franchise relationship between the Franchisee and the Franchisor, and any other relationships between the Franchisee and the Franchisor; except the Franchisor’s obligations under the \_\_\_\_\_ Agreement dated effective \_\_\_\_\_. This Release is effective for: (a) any and all claims and obligations, including those of which the Franchisee is not now aware; and (b) all claims the Franchisee has from anything which has happened up to now.

The Franchisee is bound by this Release. The Franchisee freely and voluntarily gives this Release to the Franchisor for good and valuable consideration and the Franchisor acknowledges its receipt and sufficiency.

The Franchisee represents and warrants to the Franchisor that the Franchisee has not assigned or transferred to any other person any claim or right the Franchisee had or now has relating to or against the Franchisor.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective \_\_\_\_\_, notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary  
My Commission Expires: \_\_\_\_\_

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

This Rider is entered into this \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between ~~FIREHOUSE OF AMERICA, LLC~~, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“we,” “us” or “our”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (“we,” “us” or “our”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “Agreement”).

1. ~~**Precedence and Defined Terms.**~~ This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. ~~**No Release, Estoppel or Waiver of State Law.**~~ Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law (“Maryland Law”).

3. ~~**Jurisdiction.**~~ Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

4. ~~**Limitation on Claims.**~~ Nothing in this Agreement will reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under Maryland Law. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

5. ~~**General Release.**~~ No general release required as a condition of renewal, sale and/or assignment or transfer will apply to any liability arising under Maryland Law.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US” \_\_\_\_\_ “YOU”  
**FIREHOUSE OF AMERICA, LLC** \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN MARYLAND**

This Rider is entered into this \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), between ~~FIREHOUSE OF AMERICA, LLC~~, a Florida limited liability company, with its principal business

address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“we,” “us” or “our”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “Franchisee”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “Agreement”).

1. ~~**Precedence and Defined Terms.**~~ This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. ~~**No Release, Estoppel or Waiver of State Law.**~~ Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law (“Maryland Law”).

3. ~~**Jurisdiction.**~~ Any litigation arising on claims under Maryland Law may be brought by the Franchisee in Maryland.

4. ~~**Limitation on Claims.**~~ Nothing in this Agreement will reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under Maryland Law. All claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

5. ~~**General Release.**~~ No general release required as a condition of renewal, sale and/or assignment or transfer will apply to any liability arising under Maryland Law.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“US” \_\_\_\_\_ “YOU”  
**FIREHOUSE OF AMERICA, LLC** \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE COMPLIANCE CERTIFICATION  
FOR USE IN MARYLAND**

\_\_\_\_\_ The following is added to the Franchise Compliance Certification:

\_\_\_\_\_ My disclaiming the occurrence and/or acknowledgment of the non-occurrence of acts that would constitute a violation of the franchise law in order to purchase the franchise are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

~~FRANCHISEE APPLICANT:~~

---

Dated: \_\_\_\_\_, 20\_\_\_\_ ADDENDUM TO THE  
**FIREHOUSE OF AMERICA, LLC**  
**MINNESOTA DISCLOSURE DOCUMENT**

1. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure).

2. Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

3. Item 17, summary columns for (v) and (w) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this 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.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** Section 16 of the Agreement is amended to add the following:

With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subs. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure).

3. **Limitation of Claims.** No action may be commenced for claims coming under Minnesota Law more than 3 years after the cause of action accrues.

4. **Waiver of Jury Trial.** Section 19.9 is deleted in its entirety.

5. **Jurisdiction.** The following is added to Section 19.8:

Minn. Stat. Sec. 80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise 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.

6. **Injunctive Relief.** The Franchisee does not consent to the Franchisor obtaining injunctive relief for any matters coming under Minnesota Law; but the Franchisor may seek such injunctive relief.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**“US”  
FIREHOUSE OF AMERICA, LLC**

**“YOU”**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN MINNESOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** Section 10 of the Agreement is amended to add the following:  
  
With respect to franchises governed by Minnesota Law, we will comply with Minn. Stat. Sec. 80c.14, subs. 3, 4, and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure).

3. **Jurisdiction.** The following is added to Section 13.8:  
  
Minn. Stat. Sec. 80C.21 and Minn. Rules 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or franchise 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.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**“US”**  
**FIREHOUSE OF AMERICA, LLC**  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“YOU”**  
  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
NORTH DAKOTA DISCLOSURE DOCUMENT**

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

“Give us at least 90 days notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, and sign a release (except for matters coming under the North Dakota Franchise Investment Law (the ND Law)).”

2. The Summary column of Item 17 paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

“except that matters coming under the ND Law will be submitted to arbitration in a mutually agreeable location.

4. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, litigation must be in Duval County, Florida.

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

Except for matters coming under the ND Law, the law of Florida (subject to state law).\*

6. The Franchisee is not required to waive jury trial for any matters coming under ND Law.



**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Grant of Successor Franchise.** You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the “**ND Law**”).

3. **Post-Term Competitive Restrictions.** Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota.

4. **Jurisdiction.** All matters coming under the ND Law may be brought in the courts of North Dakota.

5. **Waiver of Punitive Damages and Jury Trial.** Paragraphs 19.5 and 19.9 of the Franchise Agreement are deleted in their entirety.

6. **Limitation of Claims.** The statute of limitations under ND Law applies to all matters coming under ND Law.

7. **Governing Law.** This Agreement will be governed by North Dakota law.

8. **Exercise of Rights.** This paragraph is deleted insofar as it requires you to consent to liquidated damages.

9. **Agreement to Arbitrate.** All matters coming under North Dakota Law will be submitted to arbitration at a mutually agreeable location.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”

**FIREHOUSE OF AMERICA, LLC**

**YOU**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN NORTH DAKOTA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Post-Term Competitive Restrictions.** Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota.

3. **Jurisdiction.** All matters coming under the North Dakota Law (“**ND Law**”) may be brought in the courts of North Dakota.

5. **Waiver of Punitive Damages and Jury Trial.** Paragraphs 13.5 and 13.9 of the Franchise Agreement are deleted in their entirety.

6. **Limitation of Claims.** The statute of limitations under ND Law applies to all matters coming under ND Law.

7. **Governing Law.** This Agreement will be governed by North Dakota law.

8. **Exercise of Rights.** This paragraph is deleted insofar as it requires you to consent to liquidated damages.

9. **Agreement to Arbitrate.** All matters coming under North Dakota Law will be submitted to arbitration at a mutually agreeable location.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”

**FIREHOUSE OF AMERICA, LLC**

**YOU**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
RHODE ISLAND DISCLOSURE DOCUMENT**

The following sentence is added to Item 17 (v) and (w): A provision in a franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN VIRGINIA**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we,**” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **“Cause” Defined – Non-curable Defaults.** In recognition of the restrictions contained in Section 13.1-564 of the Act, the following is added to Item 17(h):

Pursuant to Section 13.1-564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the area representative agreement, franchise agreement or development agreement does not constitute “reasonable cause,” as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

**“US”  
FIREHOUSE OF AMERICA, LLC**

**YOU**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDENDUM TO THE  
FIREHOUSE OF AMERICA, LLC  
WASHINGTON DISCLOSURE DOCUMENT**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “Act”), Chapter 19.100 RCW, prevails.

Section RCW 19.100.180 of the Act, may supersede the franchise agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with us including the area of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
FRANCHISE AGREEMENT  
FOR USE IN WASHINGTON**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW, prevail.

3. **Relationship.** Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

4. **Waiver of Rights.** A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. **Transfer Fees.** Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

6. **Arbitration.** In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO  
FIREHOUSE OF AMERICA, LLC  
AREA DEVELOPMENT AGREEMENT  
FOR USE IN WASHINGTON**

This Rider is entered into this \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), between **FIREHOUSE OF AMERICA, LLC**, a Florida limited liability company, with its principal business address at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258 (“**we**,” “**us**” or “**our**”), and \_\_\_\_\_, a \_\_\_\_\_ whose principal business address is \_\_\_\_\_ (the “**Franchisee**”) and amends the Area Development Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW, prevail

3. **Relationship.** Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

4. **Waiver of Rights.** A release or waiver of rights signed by you will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. **Transfer Fees.** Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

6. **Arbitration.** In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

“**US**”  
**FIREHOUSE OF AMERICA, LLC**

“**YOU**”

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_





**EXHIBIT U TO THE DISCLOSURE DOCUMENT**

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**RECEIPT OF**

**FRANCHISE-RELATED DOCUMENTS**

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**RECEIPT OF FRANCHISE-RELATED DOCUMENTS**

The undersigned, personally and/or as an officer or partner of the proposed Franchisee, does hereby acknowledge receipt of the following documents, in form for execution, relating to the franchise of Firehouse of America, LLC:

- (1) Application and Deposit Agreement
- (2) Franchise Agreement.
- (3) Area Development Agreement
- (4) Growth Incentive Addendum to Area Development Agreement
- (5) Growth Incentive Amendment to Area Development Agreement for Existing Developers
- (6) Conditional Assignment of Telephone Numbers and Listings.
- (7) Addendum to Lease Agreement.
- (8) Principal Owner's Guaranty.
- (9) Principal Owner's Statement.
- (10) Franchise Compliance Certificate
- (11) State Specific Rider (check if applies):
  - Franchise Agreement.
  - Development Agreement
- (12) Other (specify):

(Proposed Franchisee must initial the box adjacent to the applicable document.)

I further acknowledge my understanding that it is my responsibility, individually and/or as an officer or partner of the proposed Franchisee, to review all such documents so that I am fully familiar with the transaction contemplated thereby prior to the execution thereof.

DATED: \_\_\_\_\_

A FEDERAL TRADE COMMISSION RULE REQUIRES THAT WE PROVIDE YOU WITH THE FRANCHISE-RELATED DOCUMENTS NOTED ABOVE AT LEAST 7 DAYS PRIOR TO THE DATE THEY ARE TO BE EXECUTED. PLEASE DO NOT SIGN OR RETURN THESE DOCUMENTS UNTIL 7 DAYS HAVE ELAPSED FROM THE DATE OF THIS RECEIPT.

individually \_\_\_\_\_  
and/or as an officer or partner of \_\_\_\_\_

\_\_\_\_\_ a ( corporation)  
( \_\_\_\_\_

partnership) NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

individually \_\_\_\_\_  
and/or as an officer or partner of \_\_\_\_\_

\_\_\_\_\_ a ( corporation)

partnership)

( \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT V TO THE DISCLOSURE DOCUMENT**

---

**RECEIPTS**

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

If FIREHOUSE OF AMERICA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "R" to this disclosure document).

The franchisor is FIREHOUSE OF AMERICA, LLC, located at 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida 32258. Its telephone number is (904) 886-8300.

We authorize the respective state agencies identified on Exhibit "R" to receive service of process for us if we are registered in the particular state.

Issuance Date: ~~March 24, 2017~~ April 10, 2018

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

| Name  | Principal Business Address  | Telephone Number   |
|---|---|--|
| Don Fox<br>Robin Sorensen<br>Chris Sorensen | Vince Burchianti<br><del>Chris Eby</del><br>Brent Greenwood<br>Greg Delks | 12735 Gran Bay Parkway, Suite 150<br>Jacksonville, Florida 32258<br>(904) 886-8300 |

Please see Exhibit "N" for the name, address and telephone number of the Area Representative for your market, if any.

I received a disclosure document dated ~~March 24, 2017~~ April 10, 2018 (the state effective dates are listed on the pages preceding the table of contents). The disclosure document included the following Exhibits:

|   |  |  |
|---|--|--|
| Exhibit A   | Financial Statements   | <del>Exhibit K—Articles of Incorporation for Firehouse</del> |
| Exhibit B   | Application and Deposit Agreement  | <del>Subs Market Fund, Inc.</del>                            |
| Exhibit C   | Franchise Agreement  | Exhibit L  |
| Exhibit D   | Area Development Agreement   | Amended and Restated Bylaws of                               |
| Exhibit E-1   | <u>NE Growth Incentive Addendum to</u><br>Area Development Agreement   | Firehouse Subs Market Fund, Inc.                             |
| Exhibit E-2   | <u>NE Growth Incentive Amendment to Area</u><br><u>Development Agreement for Existing</u><br><u>Developers</u> | Exhibit M  |
| <u>Exhibit E-3—MW Growth Incentive Addendum to</u><br><u>Area Development Agreement</u>           |  | Form of Membership Agreement for                             |
| <u>Exhibit E-4—MW Growth Incentive Amendment to</u><br>Area                                       |  | Firehouse Subs Market Fund, Inc.                             |
|   | Development Agreement for Existing   | Exhibit N  |
|   | Developers   | Form of Equipment Leasing Financing                          |
| Exhibit F   | Conditional Assignment of Telephone  | Documents  |
|   | Numbers and Listings   | Exhibit O  |
| Exhibit G   | Addendum to Lease Agreement  | Information Regarding Area                                   |
| Exhibit H   | Manual Table of Contents   | Representatives and Field Consultants                        |
| Exhibit I   | Principal Owner's Guaranty   | Exhibit P  |
| Exhibit J   | Principal Owner's Statement  | List of Franchise Owners                                     |
| <del>Exhibit K—Articles of Incorporation for Firehouse</del><br><del>Subs Market Fund, Inc.</del> |  | Exhibit Q  |
|   |  | List of Franchisees Who Have Left the                        |
|   |  | System   |
|   |  | Exhibit R  |
|   |  | List of State Agencies/Agents for Service                    |
|   |  | of Process   |
|   |  | Exhibit S  |
|   |  | Franchise Compliance Certificate                             |
|   |  | Exhibit T  |
|   |  | State Specific Addenda and Riders                            |
|   |  | Exhibit U  |
|   |  | Receipt of Franchise-Related Documents                       |
|   |  | Exhibit V  |
|   |  | Receipts   |

Dated: \_\_\_\_\_

\_\_\_\_\_  
Individually and as an Officer

\_\_\_\_\_  
Print Name

Of \_\_\_\_\_

(a \_\_\_\_\_ Corporation)  
(a \_\_\_\_\_ Partnership)  
(a \_\_\_\_\_ Limited Liability Company)  
(~~Sign and return~~ Keep this Pagepage for your records)



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| Exhibit B            | Application and Deposit Agreement  | Exhibit L  |
| Exhibit C            | Franchise Agreement  | Amended and Restated Bylaws of Firehouse Subs Market Fund, Inc.                            |
| Exhibit D            | Area Development Agreement   | Exhibit M  |
| Exhibit E-1          | <u>NE Growth Incentive Addendum to Area Development Agreement</u>                          | Form of Membership Agreement for Firehouse Subs Market Fund, Inc.                          |
| Exhibit E-2          | <u>NE Growth Incentive Amendment to Area Development Agreement for Existing Developers</u> | Exhibit N  |
| Exhibit E-3          | <u>MW Growth Incentive Addendum to Area Development Agreement</u>                          | Form of Equipment Leasing Financing Documents  |
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| Exhibit F            | Conditional Assignment of Telephone Numbers and Listings                                   | Information Regarding Area Representatives and Field Consultants                           |
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| <del>Exhibit K</del> | <del>Articles of Incorporation for Firehouse Subs Market Fund, Inc.</del>                  | Exhibit R  |
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Dated: \_\_\_\_\_

\_\_\_\_\_ Individually and as an Officer

\_\_\_\_\_ Print Name

Of \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

(a \_\_\_\_\_ Partnership)

(a \_\_\_\_\_ Limited Liability Company)

(Keep this page for your records) [Sign and return this Page](#)