FRANCHISE DISCLOSURE DOCUMENT

Different Rules, LLC
A Delaware limited liability company
9357 Spectrum Center Blvd
San Diego, California 92123
(858) 571-2121
www.jackinthebox.com

Different Rules, LLC franchises quick-service Jack in the Box® restaurants, which serve a variety of foods, including hamburgers, specialty sandwiches, french fries, tacos, salads, bowls, drinks and side items. Different Rules, LLC offers franchises for restaurants that are already built, as well as restaurants that franchisees are responsible for building. The total investment information below is for a restaurant that a franchisee would build.

The total investment necessary to begin operation of a Jack in the Box franchise you build is $1,810,600 to $4,207,500. This includes $105,975 to $178,475 that must be paid to Different Rules, LLC or its affiliates.

We may offer the rights to enter into a multi-unit development agreement to establish and operate a minimum of 2 Jack in the Box Restaurants at specific locations pursuant to individual franchise agreements. The total investment necessary under the development agreement, based on a commitment of 2 Jack in the Box Restaurants, is $3,622,200 to $8,420,000. This includes $60,000 that must be paid to Different Rules, LLC or its affiliates for new franchisees (full development fee of $50,000 for first restaurant and $10,000 for second restaurant).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Legal Department at 9357 Spectrum Center Blvd, San Diego, California 92123, 858-571-2440, or franchise.legal@jackinthebox.com.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington D.C. 20580. You can also visit the FTC's home page at www.ftc.*gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 14, 2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Jack in the Box® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Jack in the Box® franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise, license and development agreements require you to resolve disputes with the franchisor by litigation only where the company's principal offices are located, which is currently San Diego, California. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

2. **Financial Condition**. The Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the Franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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

The franchisor is Different Rules, LLC ("the Company," "we," "us," or "our"). The franchisee is the person to whom we grant a franchise, and is referred to as "you."

We organized in Delaware on November 13, 2018 and conduct business as Jack in the Box®. Our principal business address is 9357 Spectrum Center Blvd, San Diego, California 92123.

On or about July 8, 2019 (the "Closing Date"), Jack in the Box Inc. ("JIB"), a Delaware corporation, and various of its direct and indirect subsidiaries, closed a securitization transaction involving the Jack in the Box brand (the "Securitization"), as part of which JIB and certain of its subsidiaries contributed certain of their assets, including intellectual property, real and personal property and equipment and related leases and subleases, notes and indebtedness of franchisees, and the business and related agreements concerning sourcing and sales of goods and services, to the Company or an affiliated entity within the securitization structure. All of the assets, including intellectual property, necessary to make the offering described in this disclosure document have been conveyed to the Company.

On the Closing Date, JIB ceased offering and selling new domestic franchises and contributed all then-existing U.S. Jack in the Box franchise agreements, development agreements, and related franchisee notes and guarantee agreements, among other assets, to us. Prior to this date, JIB offered and sold franchises in the U.S. As of the Closing Date, JIB entered into a management agreement with us to act as our manager ("Manager"). The primary responsibilities and activities of JIB as Manager include administering collections and performing certain franchising, marketing, development, real estate, intellectual property, technology, operational, and reporting services on our behalf. However, as franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under the agreements you sign with us are performed in compliance with the applicable agreement.

Our parent companies, each organized under Delaware law, are: Jack in the Box SPV Guarantor, LLC ("SPV"), and Jack in the Box Funding, LLC ("JIB Funding") and JIB, all which share our principal address.

We have offered franchises for Jack in the Box franchises since the Closing Date but we do not directly operate any Jack in the Box restaurants. JIB is our predecessor, as we obtained the majority of our assets from it through the Securitization. JIB previously offered franchises under the Jack in the Box brand name from 1971 until 1999 under its original name of Foodmaker, Inc., and as JIB from 1999 (when it changed its name) until the Closing Date.

As of October 1, 2023, there were 142 company owned Jack in the Box restaurants, and 2043 franchised *Jack in the Box* restaurants (or "outlets"). The

company owned Jack in the Box restaurants are operated by our affiliate, Jack in the Box Properties, LLC ("JIB Properties").

We have never offered franchises in any other line of business and are not engaged in any other business.

The addresses of our agents for service of process are listed on Exhibit C.

On March 8, 2022, Del Taco Holdings, Inc. ("DTH") was acquired by JIB pursuant to an Agreement and Plan of Merger Dated December 5, 2021 ("Merger"). As a result of the Merger, DTH is a wholly owned subsidiary of JIB. DTH is a corporation originally incorporated in Delaware on August 23, 2004. DTH is the parent of Del Taco LLC ("DTL), the franchisor for Del Taco Restaurants. DTL is a limited liability company formed in Delaware as of March 23, 2006 by virtue of the conversion of Del Taco, Inc. into a limited liability company. Del Taco, Inc. was originally incorporated in Delaware on January 21, 1988. DTH and DTL have their principal places of business at 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630. DTL has operated and franchised Del Taco Restaurants since February 1990. "Del Taco" restaurants offer quick service dining featuring primarily Mexican-American foods like tacos and burritos, along with burgers, shakes, French Fries, breakfast items, soft drinks, and similar food and beverage items. As of October 3, 2023, there were 171 *Del Taco* restaurants operated by DTR and 421 franchised *Del Taco* restaurants.

Our Affiliates

As described more fully below, the Company has the following affiliates that offer franchises for sale or provide services to our franchisees. These affiliates have the same principal address as the Company. These affiliates do not now and have never offered franchises in any line of business and are not engaged in any other business. The affiliates are:

- JIB Stored Value Cards, LLC is a Virginia limited liability company that provides gift card services to our franchised and company owned restaurants. This affiliate does not operate the type of business you will operate.

- JIB Properties is a Delaware limited liability company that owns and operates *Jack in the Box* restaurants, the same type of business to be operated by you, in several states. You might lease the premises from JIB Properties.

Jack in the Box Restaurants

We offer franchises for the operation of *Jack in the Box* restaurants. *Jack in the Box* restaurants offer a variety of foods: primarily hamburgers, specialty sandwiches, french fries, tacos, salads, bowls, drinks and side items. The restaurants are operated under a uniform operating system that includes standards for: the building and décor; uniforms; the purchase, preparation and sale of foods; and the operations of the restaurant. Most of our restaurants have drive-thru windows and a seating capacity ranging from 20 to 100 people. We also have some restaurants that are drive-thru only

or with limited seating capacity, and nontraditional locations. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or virtual / dark / ghost kitchens. Additionally, we are exploring virtual, dark, or ghost kitchens.

Unless otherwise noted in this disclosure document, all references to a "Franchised Restaurant" or "Franchised Location" also will include a traditional restaurant or nontraditional location, respectively, and all references to the "Franchise Agreement" also will include the Nontraditional License Agreement.

Before we will approve you to develop or operate a *Jack in the Box* restaurant, you must complete an application package and sign a non-disclosure agreement. If you will be developing a new *Jack in the Box* restaurant, you also must sign a Single Unit Development Agreement (Exhibit G-1). If you request and we agree to permit you to develop two or more Jack in the Box Restaurants in a geographic area approved by us, you must sign a Multi-Unit Development Agreement (Exhibit G-2). Unless noted, the Single Unit Development Agreement and the Multi-Unit Development Agreement are referred to as the "Development Agreement". You should not obtain any interest in a site for a *Jack in the Box* restaurant until you have entered into a Development Agreement with us and we have approved the site in writing. For each restaurant that you will operate (whether you are developing that restaurant or purchasing an existing restaurant from us), you also must sign a Franchise Agreement (Exhibit F-1) or a Nontraditional License Agreement (Exhibit F-2) and pay an Initial Franchise Fee. If you are establishing outlets under a Multi-Unit Development Agreement, you will be required to sign our then-current Franchise Agreement. Your receipt of this disclosure document does not mean that you will be approved as a franchisee.

The performance of a restaurant may be affected by seasonal sales fluctuations, severe weather and other natural disasters, changes in operating costs, competition, consumer acceptance of new menu items or price increases, the availability of qualified employees, advertising and marketing programs, commodity costs, supply interruptions, or other factors.

Among the key elements of competition in the industry are menu innovation, execution of operational strategies and initiatives, price, service, quality, location, personnel, advertising, brand identification, and attractiveness of facilities.

When developing and operating a *Jack in the Box* restaurant, you must comply with all local, state and federal laws and regulations regarding health, sanitation, safety,

fire, zoning, building, nutritional disclosures on menus and menu boards, labor and employment, cybersecurity, competition, and environmental issues, among others. We encourage you to research the specific laws, regulations, and ordinances that will apply to the *Jack in the Box* restaurant you might operate.

Each *Jack in the Box* restaurant competes directly and indirectly with a large number of national and regional restaurant chains, some of which have significantly greater financial resources than the Company, as well as with locally owned and/or independent restaurants in the quick-service and the fast-casual segments of the restaurant industry. Each restaurant also competes with other "food away from home" consumer options and with grocery store and similar offerings.

We are currently implementing a reimage program for certain existing franchisees which will offer incentives for remodeling existing *Jack in the Box* units. Such incentives may include reimbursement of a portion of the reimage costs, franchise fee waivers, rent concessions, and allocation of certain tenant allowances received from master landlords.

ITEM 2
BUSINESS EXPERIENCE

As noted in Item 1 above, JIB provides certain services to us as Manager to support our franchising activities. Listed below are our officers and directors, JIB's officers and directors, and JIB's employees who have management responsibility relating to the sale or operation of the franchises offered in this disclosure document. Unless otherwise specified, the location of the positions listed in this Item 2 is or has been Lake Forest, California as to Del Taco officers, directors, and employees, and San Diego, California as to JIB officers, directors, and employees. In this Item 2 we refer to DTH and DTL as "Del Taco."

JIB DIRECTORS

Darin Harris Director and Chief Executive Officer	Mr. Harris has been Chief Executive Officer, and a JIB director since June 2020. Mr. Harris has served as Executive Vice President, Chief Executive Officer for JIB Funding, SPV, and JIB Properties since June 2020. He has been Chief Executive Officer of Del Taco since March 2022. He was Chief Executive Officer of North America of IWG PLC, Regus, North America in Addison, Texas from April 2018 to May 2020. From August 2013 to January 2018, Mr. Harris served as Chief Executive Officer of CiCi's Enterprises LP in Coppell, Texas. Since October 2021, Mr. Harris has also served on the board of directors of Shipley Do-nut Flour & Supply Co., which is headquartered in Houston, Texas.

David L. Goebel Non-Executive Chairman of the Board	Mr. Goebel has been the non-executive Chairman of the Board since June 2020. Mr. Goebel has been a JIB director since December 2008. He has been a partner and Faculty Member for The ExCo Group LLC (formerly Merryck & Co. Ltd) in New York, New York, since May 2008. He has served on the board of directors of Wingstop Inc. in Dallas, Texas, since November 2017 and Murphy USA Inc. in El Dorado, Arkansas since October 2021.
Guillermo Diaz, Jr. Director	Mr. Diaz has been a JIB director since September 2022. Mr. Diaz is the founder of Conectado Inc. in Pleasanton, California, and has served as its Chief Executive Officer since February 2022. From February 2020 to September 2021, Mr. Diaz was Chief Executive Officer for Kloudspot Inc. in Sunnyvale, California. From February 2000 to February 2020, Mr. Diaz served as Chief Information Officer for Cisco Systems, Inc. in San Jose, California.
Sharon P. John Director	Ms. John has been a JIB director since September 2014. She has been Chief Executive Officer, President and a member of the Board of Directors of Build-A-Bear Workshop, Inc. in St. Louis, Missouri, since June 2013.
Madeleine A. Kleiner Director	Ms. Kleiner has been a JIB director since September 2011. She also has served on the Board of Directors of Northrop Grumman Corporation in Falls Church, Virginia, since 2008.
Enrique Ramirez Mena Director	Mr. Mena has been a JIB director since January 2024. He has been President and Chief Financial Officer for Buff City Soap in Dallas, Texas since March 2022. Mr. Mena served as Global Chief Financial Officer for Yum Brands Inc. – Pizza Hut/General Manager, Pizza Hut Latin America and Iberia from January 2010 to February 2022.
Michael W. Murphy Director	Mr. Murphy has been a JIB director since September 2002. Mr. Murphy served as President and Chief Executive Officer of Sharp Healthcare, a comprehensive healthcare delivery system in San Diego, California, from April 1996 until his retirement in February 2019 and as a member of the Sharp Healthcare Board from 2007 through his retirement.

James M. Myers Director	Mr. Myers has been a JIB director since December 2010. He has served as Chairman of the Board of Petco Animal Supplies, Inc. in San Diego, California from July 2015 until September 2018.
Vivien M. Yeung Director	Ms. Yeung has been a JIB director since April 2017. Ms. Yeung is currently serving as a strategic advisor to Bain & Company in Boston, Massachusetts since October 2023. From November 2019 until April 2023, Ms. Yeung served as the Executive Vice President & Chief Strategy Officer of Kohl's Corporation in Menomonee Falls, Wisconsin. Ms. Yeung served as General Manager, Venture at lululemon athletica inc., in Vancouver, British Columbia from January 2018 to November 2019. She previously served as that company's Chief Strategy Officer since May 2015 to January 2018.

JIB OFFICERS, EXECUTIVES AND OTHERS WITH MANAGEMENT RESPONSIBILITY

Ryan Ostrom Executive Vice President, Chief Marketing Officer	Mr. Ostrom has been Executive Vice President, Chief Marketing Officer since January 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since January 2021, and for Del Taco since March 2022. He was Chief Brand Officer for GNC Holdings, LLC in Pittsburgh, Pennsylvania from June 2019 until January 2021. He was Chief Digital Officer for Yum! Brands, Inc. in Dallas, Texas from June 2015 until June 2019.
Brian Scott Executive Vice President, Chief Financial Officer	Mr. Scott has been our Executive Vice President, Chief Financial Officer since August 2023, and has served in the same role for JIB Funding, SPV, JIB Properties, and Del Taco since August 2023. Mr. Scott served as Chief Financial Officer/Chief Strategy Officer from September 2022 to August 2023 for ShiftKey LLC in Dallas, Texas. He served as Chief Financial Officer from August 2021 to September 2022 for TheKey LLC in Delray Beach, Florida. Mr. Scott also served as Chief Financial Officer for AMN Healthcare in Dallas, Texas from December 2003 to August 2021.
Richard D. Cook Senior Vice President, Chief Technology Officer	Mr. Cook has been Senior Vice President, Chief Technology Officer since October 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since October 2021, and for Del Taco since March 2022. Mr. Cook serviced as interim Chief Technology

	Officer for JIB from July 2021 to October 2021.He has been President and Principal Consultant for Elevated Methods, LLC in Edmond, Oklahoma since January 2021. From July 2019 to December 2020, Mr. Cook served as Chief Information officer for Pizza Hut, LLC in Plano, Texas. From May 1999 to June 2019, he served as Vice President, Brand Technology Leader for Sonic Corp. in Oklahoma City, Oklahoma.
Tony Darden Senior Vice President, Chief Operating Officer	Mr. Darden has been Senior Vice President, Chief Operating Officer since June 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since June 2021. From April 2019 to June 2021, he served as President for Mooyah, LLC in Plano, Texas. From May 2017 to April 2019, Mr. Darden served as Chief Operating Officer of Taco Bueno Restaurants L.P./Sun Holdings, Inc. in Dallas, Texas.
Dean C. Gordon Senior Vice President, Chief Supply Chain Officer	Mr. Gordon has been Senior Vice President, Chief Supply Chain Officer since November 2018. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since November 2018, and for Del Taco since March 2022. He was Vice President and Chief Supply Chain Officer from July 2018 until November 2018. He served in the same roles for JIB Funding, SPV, and JIB Properties from July 2018 and for JIB from July 2017, both until November 2019. Prior to that, he was Vice President of Supply Chain Services for JIB from October 2012 to July 2017.
Tim Linderman Senior Vice President, Chief Development Officer	Mr. Linderman has been Senior Vice President, Chief Development Officer for the Company, JIB Funding, SPV, and JIB Properties since December 2022, for Del Taco since March 2022, and for JIB since April 2022. He was our Senior Vice President, Franchise and Corporate Development from May 2022 to December 2022. He was our Senior Vice President, Chief Franchise and Corporate Development Officer from August 2021 to April 2022. He was our Senior Vice President, Franchise and Corporate Development from October 2020 to July 2021. From October 2020 to December 2022, Mr. Linderman served in the same roles for JIB Funding, SPV, and JIB Properties during the same respective dates, and for JIB from October 2020 to April 2022. He was Chief Development Officer for Ascent Hospitality Management in Atlanta, Georgia from July 2019 to October 2020. Mr. Linderman was Chief Development Officer for Global Franchise

	Group, LLC in Atlanta, Georgia from January 2014 to July 2019.
Steven Piano Senior Vice President, Chief People Officer	Mr. Piano has been Senior Vice President, Chief People Officer since April 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since April 2021, and for Del Taco since March 2022. He was the Chief Human Resources Officer of GNC Holdings, LLC in Pittsburgh, Pennsylvania from January 2018 until April 2021.
Sarah Super Senior Vice President, Chief Legal and Risk Officer	Ms. Super has been Senior Vice President, Chief Legal and Risk Officer since March 2020, and has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since March 2020. She has held the title of Senior Vice President, General Counsel since November 2019, and has served in the same roles for JIB Funding, SPV, JIB Properties, and JIB since November 2018. She has been Chief Legal Officer of Del Taco since March 2022. Previously, Ms. Super held the following positions for JIB: Vice President and Associate General Counsel from May 2018 to November 2019 and Director, Corporate Counsel from December 2013 to May of 2018.
Dawn Hooper Senior Vice President, Controller	Ms. Hooper has been Senior Vice President, Controller since December 2022. She has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since December 2022, and for Del Taco since March 2022. Ms. Hooper was Interim Principal Financial Officer for the Company, JIB Funding, SPV, JIB Properties, and JIB from December 2022 to August 2023. Ms. Hooper was Vice President, Controller from May 2020 to December 2022. She served in the same role for JIB Funding, SPV, JIB Properties, and JIB from May 2020 to December 2022. Ms. Hooper served as Vice President, Assistant Controller from January 2013 to May 2020. She served in the same role for JIB Funding, SPV, JIB Properties, and JIB from November 2018 to May 2020.
Michael J. Snider Assistant General Counsel, Vice President Legal Transactions; Assistant Secretary	Mr. Snider has been Assistant General Counsel, Vice President Legal Transactions; Assistant Secretary since November 2018. Mr. Snider has served in the same roles for JIB Funding, SPV, and JIB Properties since November 2018. He has been Assistant Secretary of Del Taco since March 2022. Previously, Mr. Snider served in various roles for JIB since September 1997, including as Assistant

	General Counsel, Vice President Legal Transactions from July 2009 to September 2022.
Jack Tang Vice President	Mr. Tang has served as a JIB Vice President since March 2022, and as Vice President, General Counsel for Del Taco since 2008.

EMPLOYEES WITH MANAGEMENT RESPONSIBILITY

Kevin N. Briscoe Vice President, Franchise Operations	Mr. Briscoe has been Vice President, Franchise Operations for JIB since August 2020. Prior to that, he was Director of Franchise Operation for JIB from August 2015 to August 2020.
David Hull Vice President, Real Estate and Asset Management	Mr. Hull has been Vice President, Real Estate and Asset Management for JIB and Del Taco since October 2023. From September 1989 to October 2023, he served as Senior Vice President – Retail Corporate Services for Jones Lang LaSalle Americas, Inc. in Atlanta, Georgia.
Van Ingram Vice President, Franchise Development	Mr. Ingram has been Vice President, Franchise Development since February 2022, and for Del Taco since March 2022. He was Vice President of Business Development for Launch Franchising, LLC in Warwick, Rhode Island from October 2021 to December 2021. Mr. Ingram was a Senior Director of Development for Wingstop Restaurants, Inc. in Dallas, Texas from December 2020 to October 2021 and Vice President of Franchise Development for Golden Corral Corporation in Raleigh, North Carolina from October 2018 to August 2020.
Jeremy Korzen Vice President, Strategic Finance	Mr. Korzen has been Vice President, Strategic Finance since March 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since March 2021, and for Del Taco since March 2022. From May 2019 to March 2021, he was Director of Strategy for Vasa Fitness, LLC in Denver, Colorado. From October 2018 to April 2019, Mr. Korzen was an Investment Banking Associate for SunTrust Robinson Humphrey, Inc. in Atlanta, Georgia.
Mark Madden Vice President, Franchise Operations	Mr. Madden has been Vice President, Franchise Operations for JIB since May 2022. From October 2015 to May 2022, Mr. Madden served as Director, Franchise Business Consultant for JIB.

Ali Nemat Vice President, Operations Services and Field Performance Support	Mr. Nemat has been Vice President, Operation Services and Field Performance Support for JIB since December 2021, and for Del Taco since March 2022. From March 2020 to December 2021, Mr. Nemat served as Director of Operations Excellence and Insight for JIB. From March 2015 to March 2020, Mr. Nemat served as Senior Manager of Brand Standards and Insight for YUM! Brands, Inc. for the Taco Bell brand in Irvine, California.
Michael L. Wahrer Vice President, Design and Construction	Mr. Wahrer has been Vice President, Design and Construction for JIB since July 2021, and for Del Taco since March 2022. From January 2016 to July 2021 he served as National Director, Architecture, Design and Construction for JIB. Prior to that, he was National Director, Construction for JIB from September 2012 to January 2016.
Zorah Hamedany Senior Director of Construction	Ms. Hamedany has served as our Senior Director of Construction since March 2022 and has served in the same role for Del Taco since November 2017.
Ronniann Silver Director of Franchise Development	Ms. Silver has been Director of Franchise Development for JIB since October 2021, and for Del Taco since March 2022. Prior to that, she was Business Franchise Development Manager for JIB from December 2016 to October 2021.
Dustin Thompson Director of Franchise Marketing and Development	Mr. Thompson has been Director of Franchise Marketing and Development for JIB and Del Taco since May 2022. From April 2021 to May 2022 he was Franchise Recruitment Marketing Director for JIB. From March 2020 to March 2021, he served as Director of Franchise Marketing for Fyzical Therapy and Balance Centers in Sarasota, Florida, and from March 2014 to February 2020, Mr. Thompson served as Director of Franchise Marketing for Global Franchise Group, LLC in Atlanta, Georgia.
Kimberly Thompson Franchise Development Director	Ms. Thompson has been Franchise Development Director for JIB and Del Taco since May 2022. Prior to that, she was Director of Franchise Sales and Development for Dickey's Capital Group, Inc. in Dallas, Texas from October 2021 to May 2022. From July 2019 to July 2021, Ms. Thompson was Executive Director of Franchise Development for Mathnasium Center Licensing, LLC in Los Angeles, California. From April 2017 to July 2019, she

	was Franchise Development Manager for Soft Pretzel Franchise Systems, Inc. in Philadelphia, Pennsylvania.
Michael Wootton Jr. Franchise Development Director	Mr. Wootton has been Franchise Development Director for JIB and Del Taco since June 2023. From September 2022 to June 2023, he was self-employed in Charlotte, North Carolina. From February 2022 to September 2022, Mr. Wootton was Vice President of Franchise Development for Walk On's Enterprises in Baton Rouge, Louisiana. Since March 2021 he has been owner and operator of JM Mint Build Company LLC in Denver, North Carolina. From April 2019 to February 2022, he was Vice President of Franchise Development for Now Optics, LLC in Delray Beach, Florida. From May 2012 to April 2022, Mr. Wootton was Southeast Regional Development Director for American Dairy Queen Corporation in Edina, Minnesota.

ITEM 3
LITIGATION

Pending Actions:

Foodmaker International Franchising Inc. and Foodmaker Inc. v JNB Food Corporation and William Ang (Philippines Regional Trial Court, Case No. 97-1823). In 1997, Foodmaker International Franchising Inc. and Foodmaker Inc. filed an action against a former franchisee in the Republic of the Philippines to force the closure of certain units being operated unlawfully and without a license or franchise agreement. The defendants counterclaimed, asserting they suffered damages due to the franchise closures. The Company won an initial ruling relating to the closure of the units, but Defendants continued to pursue the action. Since then, the court has scheduled multiple hearings to ensure that the record is complete before issuing a final decision. However, no decision has been issued by the Court to date.

Marilyn Garner, Chapter 7 Trustee v. Jack in the Box Inc. (Cause No. 048-291340-17, 48th Judicial District, Tarrant County, Texas). In April 2017, JIB and Jack in the Box Eastern Division L.P. (collectively the "JIB Parties") filed a case against J&D Restaurant Group, LLC ("J&D") and Bernard J. Morrissey ("BJM") after BJM defaulted under various franchise agreements ("State Court Action"). On May 19, 2017, J&D filed a Chapter 7 petition (Case No. 17-42099) in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division ("Franchisee Bankruptcy Filing"). The State Court action was stayed and placed on inactive status by the state court as a result of the Franchisee Bankruptcy Filing. On April 17, 2019, Marilyn Garner, as Chapter 7 Trustee ("Trustee"), filed a petition in intervention in the State Court Case asserting claims against JIB Parties. The Trustee's complaint asserted claims for breach of franchise agreement relating to alleged mismanagement of the marketing

fund, alleged failure to consent to a sale of the franchises and improper termination of the franchise agreements, breach of implied covenant of good faith and fair dealing, breach of lease agreements, violation of the Texas Uniform Fraudulent Transfer Act, and violation of the California Franchise Relations Act, and requests actual and exemplary damages alleged to be in excess of $1 million. After various dispositive motions, on January 9, 2023, trial commenced on the Trustee's remaining claims were for alleged breaches of the franchise agreements (improper termination and failure to approve buyers), breach of lease agreements by improper termination, breach of the implied covenant of good faith and fair dealing (improper termination and failure to approve buyers) and a claim for alleged violations of the California Unfair Practices Act. On February 8, 2023, the jury returned a verdict finding that JIB had not breached any contracts in its termination of the franchise agreements or its withholding of consent to the proposed sale of the restaurants, had not violated California Unfair Practices Act, but awarded plaintiff $8 million in damages under the claim for breach of the implied covenant of good faith and fair dealing. On May 9, 2023, the court granted JIB's post-trial motion and ordered that plaintiff take nothing from the Company and awarded JIB all recoverable court costs and post-judgment interest. On August 4, 2023, the plaintiff filed a notice of appeal. The appeal is currently in the briefing stage and no hearing date has been set.

Concluded Actions:

Lauren Rehkopf v. Jack in the Box Inc. (San Diego Superior Court, Case No. 37-2014-00033641-CU-BT-CTL). On October 3, 2014, a class action complaint was filed claiming JIB engaged in unfair business practices by failing to allow a customer to exchange the remaining balance on her gift card for cash once the card held less than $10 in value. The case was settled in July 2016. The settlement provided that JIB would pay plaintiffs' attorneys fees and costs in the amount of $60,000, pay the named plaintiff $2,500, provide training to company restaurant managers in California on the law relating to redeeming gift cards for cash, place a notice in company owned restaurants for one year stating the policy on redeeming gift cards with a balance under $10 for cash, and change language in our gift cards to reflect California law and our policy. All of the settlement terms have been completed. A release of all claims on behalf of the settlement class was executed and the plaintiff filed a satisfaction of judgment on July 3, 2017.

National JIB Franchisee Association, Inc. v. Jack in the Box Inc., San Diego Superior Court, Case No. 37-2019-00031267. On December 4, 2018, the National JIB Franchisee Association, Inc. ("NFA") filed suit against JIB in the Los Angeles Superior Court, Case No. 18STCV06066 asserting claims for breach of contract, breach of covenant of good faith and fair dealing, accounting and declaratory relief. The complaint did not request monetary damages. On November 26, 2018, the Company filed a motion to transfer venue to San Diego, which was granted. Ultimately the NFA filed a third amended complaint against JIB and its affiliate Different Rules, LLC (collectively, the "JIB Companies"), which was limited to seeking further access to budgets and reports associated with the JIB Companies' marketing fund and continued participation by JIB in one or more advisory committees partially comprised of franchisees. The case

was settled November 10, 2020. The settlement provided that NFA and Company would dissolve the existing Franchisee Advisory Council and establish a Leadership Advisory Council with input from the NFA. The terms also provided that the NFA will form an audit committee to review income and expense reports and vendor contracts that relate to the marketing fund.

Jack in the Box Inc., et al. v. San-Tex Restaurant, Inc., et al. (U.S. District Court for the Western District of Texas, San Antonio Division, Case No. 20-cv-00328). On June 2, 2020, the company filed a complaint seeking to stop a franchisee from continuing to operate restaurants in the San Antonio market after the franchise and lease agreements for those locations had been terminated. On June 30, 2020, the franchisee filed a counterclaim against the company asserting, among other things, wrongful termination, breach of contract, breach of the covenant of good faith and fair dealing and violation of California's Franchise Relations Act, California Unfair Practices Act, promissory estoppel, negligent misrepresentation, intentional misrepresentation, and civil conspiracy. The franchisee claimed JIB wrongfully terminated the lease and franchise agreements, made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings and induced the franchisee to invest additional funds before and after termination. The case was settled February 19, 2021. The settlement provided that the Company would immediately reinstate 45 franchise agreements and franchise lease agreements in Texas (that were terminated in 2019) with the franchisee, and franchisee would complete certain repairs and restoration work on certain units by July 21, 2022. The settlement also required the parties to sign and file a Joint Stipulation of Dismissal of the lawsuit, which was signed and filed with the court on February 26, 2021.

Aslam Group, LLC, et al. v. Jack in the Box Inc., et al. (San Diego Superior Court, Case No. 37-2020-00015281). On May 26, 2020, a franchisee filed suit against JIB for breach of contract, breach of the implied covenant of good faith and fair dealing, and promissory estoppel. The franchisee generally alleged JIB made misrepresentations regarding a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings. The franchisee claimed that JIB failed to fully perform under that program and that JIB's allege misrepresentations induced the franchisee to buy additional properties that it would not have otherwise purchased. The franchisee further sought damages associated with a third-party vendor that failed to provide credit card chip reader technology and royalties allegedly paid on sales that were ultimately charged back to the franchisee as a result of fraud claims by customers. The lawsuit was resolved through settlement in April 2021 and the case was dismissed with prejudice on May 11, 2021. Under the settlement agreement, among other things, JIB agreed to pay the franchisee $5,550,000 and to reduce the royalty fee for certain restaurants, and the parties exchanged mutual releases.

Ibrahim Investment Corp., et al. v. Jack in the Box Inc., et al. (San Diego Superior Court, Case No. 37-2020-00019032). On June 5, 2020, a franchisee filed suit against JIB asserting claims for breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, and specific performance. The franchisee

generally claimed JIB made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings. The franchisee sought modification to several franchise purchase, franchise and/or lease agreements, claiming the franchisee is entitled to relief based on representations by the company or mistaken facts on the part of the franchisee. The franchisee further sought damages associated with a third-party vendor that failed to provide credit card chip reader technology and royalties allegedly paid on sales that were ultimately charged back to the franchisee as a result of fraud claims by customers. The lawsuit was resolved through settlement in April 2021 and the case was dismissed with prejudice on May 11, 2021. Under the settlement agreement, among other things, JIB paid the franchisee $25,000, JIB modified certain rent amounts for various leases, JIB provided the franchisee an early termination right and reduced royalty fee for a Jack in the Box restaurant, the franchisee agreed to purchase from JIB a Jack in the Box location for $600,000 and to build an additional Jack in the Box location, and the parties exchanged mutual release.

Currently Effective Injunctive or Restrictive Orders or Decrees:

In May 1970 the Office of the Attorney General of the State of Missouri notified JIB of its intention to initiate proceedings alleging that JIB had engaged in deceptive advertising by selling or offering for sale “hamburgers” which contained soy grits as an extender. JIB executed a consent decree dated May 28, 1970 (No. 31899 Equity), filed in the Circuit Court of St. Louis County, Missouri, which prohibits JIB from selling, offering for sale or advertising any substance as “hamburger” that is not fresh chopped or ground beef, with or without the addition of beef fat or seasoning, containing not more than 30% of fat, in the State of Missouri.

In November 2017, the San Diego County District Attorney’s office initiated an investigation into JIB’s policies and practices regarding the redemption for cash of gift cards with balances less than ten dollars. As a result of that investigation, on October 10, 2018, JIB entered into a Stipulation for Entry of Final Judgment with the County. The judgment requires JIB to post notices of its gift card redemption policy in all company and franchised owned restaurants in California for a period of five (5) years. It also requires JIB to create an internal compliance program to ensure and monitor compliance with the applicable Civil Code sections that govern gift card redemptions for cash in California.

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

ITEM 4
BANKRUPTCY

GNC Holdings, Inc. Bankruptcy (United States Bankruptcy Court, District of Delaware, Case No. 20-11662). Prior to joining us and our affiliates, Ryan Ostrom, our Chief Brand Officer, was Chief Brand Officer and Steven Piano, our Chief People Officer, was Chief Human Resources Officer of GNC Holdings, LLC (formerly constituted as GNC Holdings, Inc.). While Mr. Ostrom and Mr. Piano were employed by

GNC Holdings, Inc., that entity (and certain affiliated entities) filed for Chapter 11 bankruptcy protection on June 23, 2020. The plan of reorganization was confirmed on October 14, 2020. GNC Holdings, Inc. was reorganized as Vitamin OldCo Holdings, Inc. with the principal business address of 300 Sixth Avenue, Pittsburgh, PA 15222, and was later converted to GNC Holdings, LLC. GNC Holdings, Inc., Vitamin OldCo Holdings, Inc., and GNC Holdings, LLC were not at the time of the bankruptcy filing, nor are they now, related in any way to us or our affiliates.

Other than the matter noted, no bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

This section describes payments you must make to us or our affiliates before your business opens.

Initial Franchise Fee

When you sign the Franchise Agreement, you must pay the Company an Initial Franchise Fee. The Initial Franchise Fee is typically $50,000 for each franchised restaurant, plus any tax or other fee imposed upon the Company due to the collection of the Initial Franchise Fee. If your franchise term is for less than the standard 20 years, the Initial Franchise Fee is $2,500 for each year or partial year exceeding six months. If you will be operating at a nontraditional location, the Initial Franchise Fee is $25,000 for each unit, plus any taxes and fees imposed on the Company due to collection of the Initial Franchise Fee. The Initial Franchise Fee is fully earned on the date it is received by the Company, and is nonrefundable.

We may reduce the Initial Franchise Fee or accept installment payments. In the past, we have done this for: (i) sales of existing Company-owned restaurants with restaurant sales significantly below system average and/or with an unusual history of business or management problems; (ii) special incentive programs, which are offered at the discretion of, and subject to such restrictions as may be imposed by, the Company; (iii) settlement of disputes; and (iv) the reopening of certain closed sites or the approved relocation of a franchise (although you have no right to relocate your franchise, and approval of such requests is rare). During the past fiscal year, the Company collected Initial Franchise Fees ranging from $0 to $50,000, excluding any franchises for which the fee was waived pursuant to our previous Development Incentive Program (discussed below), or otherwise.

Development Fee

If you sign a Single Unit Development Agreement with us, it will give you the right to construct one (1) Jack in the Box restaurant. The development fee for this agreement is $50,000, which is non-refundable and if you are in full compliance with the Single Unit Development Agreement and any other agreements with us, we will credit towards the Initial Franchise Fee for the restaurant.

If you sign a Multi-Unit Development Agreement, we grant you the right to construct an agreed-upon number of Jack in the Box restaurants in a specified geographic area. The minimum number of restaurants that can be developed under a Multi-Unit Development Agreement is two (2). If you are a new developer / franchisee to our System, when you sign the Multi-Unit Development Agreement, you must pay us a non-refundable Development Fee, calculated as follows: (a) $50,000 for the first new restaurant; and (b) $10,000 for each additional new restaurant. If you are an existing developer / franchisee with our System, when you sign the Multi-Unit Development Agreement, you must pay us a non-refundable Development Fee equal to $10,000 for each new restaurant. If you are in full compliance with the Multi-Unit Development Agreement and any other agreements with us, we will credit the portion of the Development Fee for the particular restaurant towards the Initial Franchise Fee for that restaurant. The Franchise Fee for each particular restaurant is due when you sign the required Franchise Agreement. During the past fiscal year, the Company collected Development Fees ranging from $0 to $50,000.

Development Incentive Program

We offer an incentive to qualified developers. Under our current Development Incentive Program, if you sign a Development Agreement for a minimum of three (3) restaurants to be developed and opened under the development schedule during the time frames specified in the Development Agreement, and certain other requirements are met, you may be eligible for one the following incentive options, at our sole discretion:

OPTION A: If you open the Restaurant on or before the required date in the development schedule, the Royalty (which is currently 5% of Gross Sales) will be reduced to: (i) 1% of Gross Sales for the first year; (ii) 2% of Gross Sales for the second year; (iii) 3% of Gross Sales for the third year; (iv) 4% of Gross Sales for the fourth year; and (v) 5% of Gross Sales for all subsequent years.

OPTION B: If you open the Restaurant on or before the required date in the development schedule, we will loan you $150,000 at 0% interest to be used solely for development costs associated with that restaurant. The loan will be repaid by crediting 100% of the royalty payments for that restaurant otherwise due until the loan is paid in full (i.e., payments will be made by crediting the appropriate portion of royalty payments toward the principal balance outstanding). If the particular restaurant is sold or permanently closed and the loan has not been fully repaid, the remaining principal balance is due in full.

If you close a restaurant and then open a replacement restaurant, it will not be eligible for these incentives. The Company may discontinue or modify this Development Incentive Program at any time.

New Prospect Referral Programs

Under our referral programs, we may pay an amount to the person that introduces a new prospective franchisee to us. This payment is only made if certain criteria established by us are met, including without limitation: (a) we approve the new prospective franchisee; and (b) we and the new prospective franchisee sign a Development Agreement by no later than six months after the initial referral is made. The amount of the referral payment is: (i) $10,000 for an introduction made by an existing individual franchisee or an owner of an existing franchisee entity, and (ii) $1,000 for any other person who makes an introduction of a prospective franchisee. Referral fees are only paid one time, regardless of the number of agreements signed. The Company may modify or discontinue this program at any time.

Veterans Program

We participate in the International Franchise Association's Veterans Transition Franchise Initiative ("**VetFran**") to provide franchise opportunities to qualifying veterans. Our VetFran incentive is called the Jack in the Box Veterans Program ("**Veterans Program**"). Under the Veterans Program, we reduce the Initial Franchise Fee for the first new Restaurant by 25%, or $12,500. Accordingly, the Initial Franchise Fee paid to us is $37,500. This incentive may not be combined with any other incentive program. To qualify for the Veterans Program, a prospective franchisee must: request the Veterans Program at the time of application; meet our then-current qualifications for new franchisees; be at least 51% legally and beneficially owned by persons meeting our qualifying veteran status; not have previously received a similar incentive from us. The Company may discontinue or modify this Veterans Program at any time.

Extension of Development Schedule

If you have signed a Development Agreement and you will not be able to timely meet your Development Schedule, provided that you are in full compliance with all agreements with us, you may, by providing us six months' advance written notice, request a twelve-month extension of one or more of the development deadlines in the development schedule. Each such development deadline under a Development Agreement may be extended one time only, and for each deadline that is extended, you must pay us a fee calculated as follows: $5,000 times the number of development deadlines that you wish to extend for twelve months ("Extension Fee"). The Extension Fee is due and payable no later than ten (10) days prior to the initial development deadline that is being extended. This fee is earned upon receipt, is non-refundable, and may be credited against other fees due to us. You will be required to sign an amendment to the Development Agreement to reflect these terms and that amendment will include a general release in our favor.

Technology Installation Fees

Before your restaurant opens, you must have certain technology systems in place. We will require that you sign a Master Technology Agreement ("MTA", Exhibit N)

covering certain technology-related services required in the operation of your restaurant, and pay certain fees as set forth in that agreement. You will pay us $8,100 (in most cases) for installation of the point-of-sale ("POS") system and $1,875 (in most cases) for project management and software configuration fees for that installation (the fees may be higher if work is requested to be completed during non-business hours, weekends, or holidays, or if there is a request to expedite or reschedule/cancel).

The table below shows the initial fees you must pay to us or our affiliates for those services. All fees are subject to change. We are considering revising our technology requirements, and details will be disclosed when finalized.

Description of Charge*	**Fee**	**Type of Charge**	**Contract**	**Comments**
POS Software license fee	$1,000	per site	MTA	One-time software license fee.
Taxes/Freight	varies	per equipment/ services	As specified in each contract.	Taxes may apply on any of the above-related fees, as required by taxing authorities, and are in addition to the fees stated.

* All fees are net of any taxes

The fees described above defray some, but not all, of the Company's costs associated with developing or implementing new software solutions, obtaining software licenses and providing technology-related services. The Company periodically reviews its cost structure and the fair market value of the software and services provided, and increases or decreases fees as it deems appropriate. Any fee increase will be communicated thirty (30) days before the effective date of the fee increase.

If you purchase or develop a new restaurant, you will need to purchase from us and pay us to install certain IT equipment, including but not limited to a computer, web-based mobile training device (you may purchase your own upon request), POS System, kitchen display equipment, PCI-DSS compliant payment systems, speed of service equipment, network infrastructure equipment, and order confirmation system. The approximate cost for the purchase and installation of such equipment currently ranges from $45,000 to $60,000. If you purchase an existing operating restaurant, you may also be required to purchase and install some of this equipment if it is outdated, not in working order, or not already installed.

Beginning mid-fiscal year 2024, we are transitioning to a new POS system which must be purchased directly from the approved supplier.

Additional Fees for Sites to be Developed

If you are building a restaurant and would like to locate it within fifteen (15) miles of an existing *Jack in the Box* restaurant, you (or the already existing franchisee) may be required to pay for a Trade Area Survey Analysis to be conducted with respect to each existing restaurant within that radius to estimate potential impact on sales at each such restaurant. The cost of a Trade Area Survey Analysis can range from $4,500 to $7,500, plus all expenses, which may vary considerably. We collect this fee to reimburse the Company for the cost it pays to the third-party company that conducts the Trade Area Survey Analysis. Depending on the level of sales transfer from the existing restaurants to the new restaurant predicted by the Trade Area Survey Analysis, the Company may decline or permit (subject to conditions) you to proceed with your request to develop the new restaurant.

If you want to develop a site that we are already in the process of acquiring or developing, you will be required to pay certain fees relating to the site. If you want to develop a site that cannot legally be assigned to you with a release of our obligations, we may sublease the site to you. You will be required to reimburse us for all internal overhead or other charges we have incurred in developing the site, including any training costs associated with preparing the site for opening. Those costs will vary considerably based upon time expended by us and the nature of the development services in which we engaged. Due to the numerous variables in these situations, we cannot provide an estimate for these costs.

In some circumstances, we may offer certain site development services. If we provide site development services, you will be required to pay us a fee of up to $50,000 for work we complete toward developing the site. The amount of the fee will vary depending upon (i) the stage of development the site was in when it was turned over to you, (ii) whether we or you develop the site, and (iii) what services we provide to you during the development process. In addition to this fee, you must also pay for our out-of-pocket costs and other expenses and our internal overhead or other charges we incurred in connection with the acquisition, investigation and development of the site. Due to the numerous variables in these situations, we cannot provide an estimate for these costs. None of the costs and fees associated with Company-initiated sites are refundable.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty (other than Royalty for Games & Devices)	5% of Gross Sales (see note 3) (unless eligible for a temporary reduction under our Development Incentive Program)	Payable monthly on the 15th day of the next month For nontraditional locations, payable weekly on Friday for the prior week.	The royalty rate may be higher or lower than five percent (5%), as negotiated, in the following circumstances: (i) at nontraditional locations if, in the Company's opinion, the costs are substantially different than at a traditional location; (ii) in a market that is new to the brand; (iii) if the Company offers a financial incentive program, and you meet the requirements of the program; (iv) in connection with the settlement of a legal dispute; and (v) in limited circumstances, at the Company's discretion, if a Company-owned site is being franchised. Based upon these factors, franchisees pay royalty rates of 0% - 12.5%. Under our current Development Incentive Program, developers who build restaurants in accordance with the required time frames and who meet certain other requirements may choose an option to receive a royalty reduction to (i) 1% for the first year of the Franchise Agreement; (ii) 2% for the second year; (iii) 3% for the third year; and (iv) 4% for the fourth year.
Royalty for Games and Devices	40% of net revenues from such games and devices	Payable quarterly or as negotiated	"Games and Devices" means coin, token, card or internet devices like pay telephones, cash, credit or debit machines (including automated teller machines), newspaper stands, slot machines, wireless, or similar machines.

Type of Fee	Amount	Due Date	Remarks
Marketing fee	5% of Gross Sales	Payable monthly on the 15th day of the next month For nontraditional locations, payable weekly on Friday for the prior week.	The percentage may increase upon majority vote. The Company and Franchise Operators have one vote for each restaurant that they operate and that pays the standard marketing fee; however, the Company's votes will never fall below 20% of all total votes, regardless of the number of restaurants it operates. Increases are capped at 0.5% of Gross Sales in any 24-month period. Marketing Fees may be different at nontraditional locations and in other rare circumstances. The typical Marketing Fee for nontraditional locations is 1% of Gross Sales, but we may modify this fee.
Rent	Minimum and percentage rent, if you rent a restaurant location from us (as negotiated) Additional rent if the Franchisee chooses to have the Company build the restaurant (available under our Development Incentive Program)	Minimum and additional rent is due in advance on the first day of each month. Percentage rent is payable monthly on the 15th day of the next month	If you lease an existing restaurant location from us or our affiliates, you will pay monthly minimum rent, as well as percentage rent based on each month's Gross Sales (after offsetting minimum rent paid in such month). The standard formula for determining minimum rent is the greater of: (i) underlying rent under the master lease for the restaurant location; or (ii) 9.5% of 90% of trailing 52 week sales at the restaurant. The typical percentage rent is 9.5% of Gross Sales. For new restaurant openings in which you lease the restaurant location from us, minimum rent is determined based upon the terms set forth in the applicable Development Agreement (currently 105% of underlying master lease rent). In certain circumstances, the percentage rent may be lower.

Type of Fee	Amount	Due Date	Remarks
Cure Under Lease by Us	All costs we incur	Upon Demand	If you fail to perform any obligation under the lease, we may cure the default and you must pay all costs we incur along with interest.
Rent Default - Interest	Highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) 20% or (b) the prime commercial interest rate by Bank of America, N.T.& S.A., plus 2%	Upon Demand	Due if you fail to pay rent by the due date

Type of Fee	Amount	Due Date	Remarks
Common Area Maintenance charges, property taxes, and other assessments	Varies, based on the individual lease, if you rent a restaurant location from us (as negotiated)	Varies, but typically due with minimum rent in advance on the first day of each month	If you lease a restaurant location from us or our affiliates, in addition to any rent obligations, you may also be responsible for the location's Common Area Maintenance charges, property taxes, and other similar assessments. Whether you will be responsible for such charges and the amount of such charges will be determined based upon the lease negotiated for the restaurant.
Hold Over Rent	200% of the fixed minimum rent payable during the last month of the term.	Upon Demand	If you fail to vacate the restaurant location at the end of the term of the lease, you must pay, in addition to percentage rent due, hold over rent.
Sale or assignment fee	Up to $2,500 per restaurant	Upon Demand	No fee is imposed for transfers to an entity that is wholly owned by the persons who have signed the franchise agreement if the same percentage of ownership among the owners is maintained after the transfer.
Software Configuration and Management Project Related Fees (for NROs, transfers, out of scope of work)	$125 an hour during regular business hours, but see notes for off-hour rates.	As Incurred	The fee rate is $175 an hour during non-business hours (7pm-7am), and $375 an hour during weekends and holidays with a 2-hour minimum. There is also a $250 fee to expedite project work or for cancellation if a site is not ready for the installation.

Type of Fee	Amount	Due Date	Remarks
Technical Support Service Fees (RTS Call Center Services Fees)	$137.80 - $178.81	Monthly	Any out-of-scope services provided by the Company shall be billed on a time and materials basis billed at the then current hourly rate in effect, with a **one (1) hour** minimum charge, plus materials. Support Services excludes project work (i.e. new restaurant openings, change of ownership, remodel support, Windows 10, etc.). Any out-of-scope services provided by a third-party shall be billed in accordance with such vendor's standard fees.
POS Hardware Maintenance Fee	Varies	Varies	Fees are based on the type of equipment and type of services selected.
Internal POS Maintenance and Support Fee	$51.60 - $66.96	Monthly	For labor and services provided by the Company for POS maintenance and support.
Back Office Fee	$195.37 - $231.20	Monthly	Fee to support back-office software applications.
Email Collaboration	$28.33 - $36.76	Monthly	Software license fee.
Data Services Fee	$17.18 - $22.29	Monthly	For restaurant menu management services.
Security	$16.87 - $21.89	Monthly	Information security infrastructure services to mitigate risks from cyber threats and vulnerabilities.
Reporting	$47.85 - $62.09	Monthly	Business Intelligence Data and Analytics (Jack DnA) integrated sales, services and operational dashboards.

Type of Fee	Amount	Due Date	Remarks
Network Infrastructure Services	$165 to $265 plus tax per restaurant	Monthly	Includes primary and backup internet connection (if applicable), managed firewall, network switch, security services, guest Wi-Fi, private Wi-Fi, remote network service monitoring, and, if selected, Outdoor Order Taker (OOT) networking. Potential construction costs and service activation fees (if applicable) are evaluated and determined on a site-by-site basis.
Digital Checklist	$17.99	Monthly Fee paid quarterly	This fee includes the use of the current digital checklist for completing daily food safety checklist. The fee is paid to the current JIB approved vendor. The use of digital checklist is a brand standard.
Purchase Requisitions – Broker Fee	8%	As incurred	Paid to us when you procure and or lease from us certain hardware, software, other equipment or other technological materials.
Purchase Requisitions – Incidental Fees	Varies	As incurred	Includes any fees incidental to the purchase, lease, delivery and/or performance in providing technological goods and services.
Purchase Requisitions – Cancelled Order Fee	Varies	As incurred	Cancellation or modification of an equipment order is at our sole discretion. If we agree to modify or cancel an order, you must pay all handling charges, transportation expenses, and restocking charges.
Technology Investment Fund	None currently.	N/A	Includes any, but not limited to, new ordering, marketing, management and entertainment technologies.
OLO Ecommerce Platform Fee	Currently, maximum of $0.21 per transaction	Weekly	The OLO Ecommerce Platform is used to manage the mobile application. The fee may be less than the maximum listed based on annual transaction volume.

Type of Fee	Amount	Due Date	Remarks
Jack's Ca$h	The then-current fee per restaurant, which is currently $10 per month	Monthly	For processing of Jack's Ca$h gift cards.
Stored Value Card Services Program Service Fee	The service fee shall be determined annually, but will not exceed $34 a month.	Monthly	Services in connection with the administration of a Gift Card Program. JIB SVC will notify you of any change in the amount of the fee, which will take effect 30 days after such notice is given.
Financial Audit	Cost of audit	Upon demand	Payable only if (a) financial audit shows an understatement of one percent (1%) or more of Gross Sales for the period covered by the audit or (b) audit is as a result of your failure to timely furnish financial statements, reports, supporting records or other information required by the franchise agreement. The cost of an audit includes charges for independent accountants, outside attorneys' fees, and travel costs and a reasonable per-diem charge for employees of the Company.
Food Safety Reassessment	Cost of inspection	Upon demand	Payable only if you have failed a food safety assessment. The cost of a food safety re-audit is approximately $255.
Supplier / Distributor / Approval and Review Fee	Varies, based on costs of inspection, laboratory fees and travel costs	Upon completion of inspection and issuance of approval or disapproval	Charged if you request approval of an alternative vendor for a product or service and two or more such vendors are already approved.

Type of Fee	Amount	Due Date	Remarks
Service charge on overdue amounts	The lesser of 18% or maximum rate permitted by law.	Upon demand	We are currently charging 12%.
Equipment	Varies	Upon purchase of a company-owned site. If equipment is leased, monthly payments.	See Items 7 and 10. If you are selected to test a menu item, you may also be required to purchase from us certain equipment to produce and sell the items being tested.
Additional training and materials	Varies	Upon demand	The cost of training the Franchise Operator and one manager per new restaurant is included in the Initial Franchise Fee. But you are responsible for any costs of salary, travel, living and personal expenses during the training programs. The Company currently conducts certain other required training without charge for tuition, but reserves the right to charge tuition in the future. The first copy of basic training materials is provided to you free of charge. For any additional copies, you will be charged a fee approximately equal to our cost, plus shipping charges. These fees are incurred on an ongoing basis for new hires. But you are responsible for paying travel, living and personal expenses while taking the training programs
Indemnification	Varies	As incurred	You must reimburse the Company for claims against us relating to the construction or operation of your restaurant.
Taxes	Varies	As incurred	Taxes may apply on any of the above-related fees, as required by taxing authorities, and are in addition to the fees stated.
Freight	Varies	As incurred	Standard overnight and ground rates.

Type of Fee	Amount	Due Date	Remarks
Collection Costs	Any and all costs and expenses incurred by us in collecting any monies owed by you	Upon Demand	
Attorneys' costs and fees	All costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action	Upon Demand	These costs and fees are due to the prevailing party in any litigation.
De-identification Costs	Any costs incurred to de-identify the premises	Upon Demand	If you fail to de-identify the premises after termination or expiration and we make nonstructural changes, you must reimburse us for the costs.

1. Licensees in nontraditional locations may pay reduced fees.
2. Unless otherwise indicated, all fees are imposed by and payable to Different Rules, LLC, and are nonrefundable.
3. The term "Gross Sales" means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. Certain amounts are excluded from Gross Sales.
4. All technology fees are subject to change.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT [1]

Type of Expenditure	Estimated Amount or Estimated Low -High Range		Method of Payment	When Due	To Whom Made
Initial franchise fee[2]	$50,000	$50,000	Lump sum	At signing of Franchise Agreement	Us
Fee for trade area survey analysis[3]	$0	$7,500 (plus all expenses)	Lump sum	As agreed	Us
Land[4]	Not included	Not included	Not included	Not included	Not included
Fee for architect/ engineering services[5]	$43,900	$215,700	As agreed	As agreed	Consultants
Environmental assessment[5, 6]	$2,500	$34,000	As agreed	As agreed	Consultants
On-site improvements[7]	$337,100	$825,200	As agreed	As incurred	Contractors, Vendors, Suppliers
Building Improvements[8]	$625,900	$1,425,400	As agreed	As agreed	Contractors, Vendors, Suppliers
Furniture, fixtures and equipment[9]	$399,200	$967,100	As agreed	As incurred	Suppliers
IT equipment and installation[10]	$45,000	$60,000	As agreed	As agreed	Us or Suppliers
POS Software[11]	$1,000	$1,000	As agreed	As agreed.	Us or Suppliers
Initial inventory	$12,000	$20,000	As agreed	As incurred	Suppliers
Pre-opening training and inventory expenses[12]	$110,000	$115,000	As agreed	As incurred	Employees
Pre-opening additional funds[13]	$14,000	$17,000	As agreed	As incurred	Suppliers
Uniforms	$3,000	$5,000	As agreed	As incurred	Suppliers
Operating cash	$1,200	$3,000	As agreed	As incurred	Suppliers
Business licenses and utility deposits [14]	$500	$3,000	As agreed	As incurred	Utilities

Type of Expenditure	Estimated Amount or Estimated Low -High Range		Method of Payment	When Due	To Whom Made
Additional funds[15] (3 months)	$165,300	$458,600	As agreed	As incurred	Employees, suppliers, utilities
Total estimated cost for prototypical restaurant (excluding land, financing and certain other costs) [16]	**$1,810,600**	**$4,207,500**			

YOUR ESTIMATED INITIAL INVESTMENT
DEVELOPMENT AGREEMENT
Assumes Development Agreement for Minimum of Two (2) Restaurants

Type of Expenditure	Amount Low Estimate	Amount High Estimate	Method of Payment	When Due	To whom payment is to be made
Development Fee[17]	$60,000	$60,000	Lump sum	At signing of Development Agreement	Us
Professional Fee	$1,000	$5,000	As incurred	As incurred	Third parties
Total Estimated Initial Investment for Two (2) Jack in the Box Restaurants (Based Upon High / Low Ranges from Table Above Minus Franchise Fee)	$3,521,200	$8,315,000	See Table Above for Each Expenditure	See Table Above for Each Expenditure	See Table Above for Each Expenditure
Remaining Franchise Fee	$40,000	$40,000	Lump sum	At signing of Franchise Agreement	Us
Total Estimated Initial Investment for a Development Agreement	**$3,622,200**	**$8,420,000**			

(1) These initial investment figures are based on franchised and Company restaurant development costs to open MK9, MK10, MK11, and MK12 prototypical buildings in fiscal years 2022 to 2023. Currently, the company has four (4) different prototypical buildings available for site-adaptation and use by franchise operators that have been designed to support varying site conditions such as property size, property shape, and preferred building orientation. The prototypical building types are the MK9, MK10, MK11, and MK12 styles which range in capability and size from 1,346 square feet to 3,081 square feet. All portions of the initial investment paid to the Company are fully earned by the Company when paid, and are not refundable. Your financing cost may affect your total investment significantly. You may, or may not, incur all the costs identified, and you may incur other costs that are specific to your project.

(2) We describe the Initial Franchise Fee in Item 5.

(3) We describe a trade area survey analyses in Item 5. Amount listed is for a single site survey.

(4) The cost of land will vary widely, depending upon size and location of the property and whether you purchase or own the land or enter into a lease arrangement therefore. (See Exhibit J, Lease Agreement, for a description of lease terms if you lease from the Company.) The size of property necessary to develop a new Jack in the Box restaurant can vary greatly depending upon, but not limited to, the size of the building constructed, desired drive-thru lane configuration, applicable development code requirements and zoning restrictions, as well as other influences such as access and parking agreements with adjoining properties, landlord or other third party requirements. Typical physical site criteria would include approximately 25,000 - 40,000 square feet, minimum of approximately 130 feet of frontage depending on building orientation, adequate access into and out of the property, ability to accept deliveries from an approximate 75’ tractor-trailer truck, and a dedicated parking area to accommodate 14 - 32 spaces depending on site-specific requirements.

(5) Consulting costs will vary based upon the documentation necessary to obtain all of the project’s development-related approvals which may include, but are not limited to, landlord, third party, zoning, planning commission, building/municipal, signage, health, fire, and other agency approvals. Consultants typically hired by you may include, architects, permit expediters, zoning consultants, landscape architects, structural engineers, utility designers, fire sprinkler engineers, land surveyors, geotechnical engineers, mechanical, electrical, and plumbing engineers, outside project managers, and construction testing consultants. Consulting costs do not include the actual fees paid for permits and approvals to municipal and other agencies.

(6) Environmental assessment costs tend to be site-specific in nature and can vary based upon where a property is located, a property’s former use(s), the use(s) of neighboring properties, and a property’s existing conditions. A “Phase One” assessment involves title research and can cost approximately $2,500 to

$4,000. The cost of a “Phase Two” assessment typically varies because some amount of borings, well sampling, and invasive testing may need to be completed on the property and will normally, range from $10,000 to $34,000. “Phase Three” assessments involve the development of a clean-up mitigation plan to address on-site contamination. By their site-specific nature, the costs for a Phase Three will vary significantly, and these costs have been excluded.

(7) On-site improvements are those work scope items that occur within the bounds of the property or lease lines and can include excavation, grading, sub-surface stabilization, paving, sidewalks, landscaping and irrigation, trash enclosure structures, fences, retaining walls, drainage structures, utility work and outdoor lighting, among other things. On-site costs can vary significantly depending upon the size of the property, the improvements that may already exist, the requirements placed upon the project by the municipal or other governing agencies, and any agreements made with the landlord, seller, or developer as part of securing the property. Construction costs can vary significantly based upon the size of the property, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. Offsite development costs, if any, are by nature site-specific and have been excluded.

(8) Building improvements are those work scope items that are necessary to develop the entire building structure (new build) including all designated finish-out materials as required and will typically include, but are not limited to, foundation, framing, mechanical, electrical, plumbing, masonry and other exterior finishes, metalwork, roofing, insulation, glazing, and all interior floor, wall, and ceiling finishes, lighting, painting. The Company compiled these estimates based on its experience developing its prototypical buildings where there were no unusual conditions such as special architecture or finishes. This estimate does not include the costs of building permits; on-site or off-site site improvements which have been discussed in (7) above. Construction costs can vary significantly based upon size of the building, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. New restaurant development projects that will include the conversion and remodel of an existing building will likely have their own site-specific scope of work and cost structure necessary to successfully adapt the existing building designs so they conform to brand image and operational standards, and as such, are not included. If we or our affiliates provide site development services, you will be required to pay us a fee of up to $50,000 for work we complete toward developing the site, in addition to our out-of-pocket and internal overhead costs.

(9) Furniture, fixtures, and equipment costs are affected by the sign package, kitchen configuration, dining room size, and the use of digital menuboards and other optional equipment. Excludes security equipment.

(10) Includes purchase and installation of Back-Office PC, Web-based mobile training device, point-of-sale system, kitchen display equipment, speed of service equipment, network infrastructure equipment, and order confirmation

system. Beginning mid-fiscal year 2024, we are transitioning to a new point-of-sale ("POS") system, so the estimated cost is based on agreed upon pricing and financing options provided by our approved supplier. The estimated cost range of approximately $23,490 to $28,230 includes costs for hardware, extended warranty, and implementation (including project setup, management, site survey, hardware staging, software configuration, shipping costs, installation) if paid in as a lump sum at the time of purchase. You have the option to lease the POS equipment from our approved supplier. These estimates include drive-thru registers, kiosk registers, kitchen stations, payment devices, mini-PC, delivery order printer, receipt printers, cash drawers, and mobile app reporting system. Additional hardware and equipment costs will vary, but we recommend budgeting for an additional $2,000 to $6,000 in contingency funds for any site-specific variances.

(11) After the POS System transition is complete, a subscription-based POS Software and support is estimated at $280 a month and covers licenses, software, and support for the configuration described in Note 10 above. Additional software and support fees will apply per item. We anticipate that the fees charged will change over time and will likely increase. If you choose to conduct the implementation and installation, then additional hourly support fees will apply.

(12) The pre-opening training and inventory expenses in a new market can be significantly higher.

(13) "Pre-opening additional funds" include any miscellaneous expenses required before the restaurant opens, but excludes the following; rent related items, property taxes, labor and food cost. Costs may vary widely depending upon your restaurant location, economic conditions, and competition.

(14) Business licenses and utility deposits costs vary greatly by municipality and state.

(15) "Additional funds" include the following for the first three (3) months of operations: initial employee wages; management compensation; ongoing purchases of inventory of food and supplies; utilities; repairs and maintenance; and insurance (annual premium). It excludes income taxes, officer compensation, Workers' compensation insurance, property insurance, general and administrative expenses, interest, other income and expense, royalties, marketing fees, depreciation, rent, taxes and license expenses, other labor expenses, bonuses, travel expenses, and cash overage/shortage.

(16) Financing rates, lease rates, cash injection, loan or lease fees, creditworthiness, lender selection and interest rates, closing costs and factors may vary greatly, and will significantly affect your initial investment. The Company may offer some limited financing. (See Item 10.)

(17) Your estimated initial investment under the Development Agreement will vary depending on the number of Jack in the Box Restaurants you develop. The estimated initial investment chart reflects the minimum number of two (2)

development commitments for new franchisees. For existing franchisees, the total development fee for two (2) development commitments will be twenty thousand dollars ($20,000). No part of this initial investment is refundable.

If you are developing a nontraditional restaurant, certain categories of the identified costs may vary significantly from those disclosed above. We anticipate that at least the following expenditures will vary from those previously stated: The Initial Franchise Fee will be $25,000. On-Site Improvements are likely to range from $0 to $400,000. On-Site Improvement costs will vary depending on whether exterior site area improvements will be part of your development. Building or space improvement costs will vary depending on the size of the space being leased, type of finishes specified, how much back of house infrastructure may be shared with other tenants, if there is dining room area included in your development, as well as other site-specific development costs based upon landlord, regional, local, or municipal influences, and are likely to range from $370,000 to $700,000 and up. Like the building or space improvement cost influences noted above, furnishings, fixtures and equipment costs will vary and are likely to range from $250,000 to $425,000. An environmental assessment will likely range from $2,500 to $34,000. All other initial costs disclosed above are expected to be approximately the same for both traditional and non-traditional restaurants. Accordingly, we anticipate that the overall cost for a nontraditional restaurant will likely range from $990,000 to $2,300,000.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must adhere to Company standards and specifications in the development and operation of your restaurant. The Company's standards and specifications apply to the vast majority of goods, services, supplies, uniforms, fixtures, equipment, real estate and inventory items you will use. All standards and specifications are developed by the Company in its sole discretion, and may be modified by the Company at any time. Standards and some specifications are provided to you in the Company's manuals and other written materials. If you ask the Company to evaluate a supplier for possible approval, the Company may issue its specifications to the supplier, pending final approval by the Company, if the supplier signs the Company's confidentiality agreement and General Manufacturing Requirements document. There are only a small number of products or services that are not subject to our standards and specifications, such as maintenance and repair services, security equipment or services, and landscaping.

Real Estate and Building. The Company does not require you to purchase or lease real estate from us in order to develop a *Jack in the Box* restaurant, but the Company has the right to approve or disapprove sites and does have a market broker program. Our approval of a site is no representation, promise, or guarantee of its success. If you purchase a franchise for a company operated restaurant that will be sold to you, you will be required to lease or sublease the real estate from us. In many major markets that contain both Company and franchisee restaurants, we recommend that you use our approved real estate broker(s) to identify sites to develop, and must work with Company personnel prior to pursuing any opportunities.

The Company has standards and specifications relating to the building design for *Jack in the Box* restaurants. You do not need to purchase design or construction services from us or a Company-approved supplier, other than brand-specific items as discussed below; however, we do require that your contractors, consultants, vendors, and suppliers be properly licensed, that your architect(s) be on-boarded by us and be approved by us (at our sole discretion) to be able to access the project management system as needed for the exchange of plans, specifications, and other resources, and that they follow processes in place for the review, editing, and approval of all designs and construction documents. The designs, standards and specifications of the prototypical buildings are created and maintained by the Company, and we may modify them from time to time. If you are building or remodeling a restaurant, the Company will give you and your architect access to the current designs, standards, and specifications for the various aspects and components of a prototypical *Jack in the Box* restaurant.

We are currently implementing a reimage program which offers incentives to certain existing franchisees for remodeling their existing restaurants and requires the use JIB-approved architects for properties owned by JIB Properties. Details for the reimage program will be released to impacted existing franchisees.

Computers, Fixtures, Furniture and Equipment. As a franchisee, you will be required to buy certain computer software, peripheral equipment and technology services from us, as described in Items 5 and 11, and you will be required to purchase or lease specified restaurant, technology equipment, furniture, décor, and signage only from our approved suppliers. Other than that, the Company does not require you to purchase or lease furniture, fixtures, or equipment directly from us; however, if you purchase a franchise for a restaurant currently operated by the Company, you will be required to purchase the existing business assets from us, including computers, furniture, fixtures, equipment, and inventory.

In the fiscal year ending October 1, 2023, JIB received revenue of approximately $5,000,000 (or 0.4% of JIB's total annual revenue of approximately $1.2 billion) from leasing equipment to Jack in the Box franchisees. These amounts were almost entirely offset by costs. JIB also received revenue of approximately $351 million (or 29.4% of JIB's total annual revenue of approximately $1.2 billion) of rental income from leasing real property to Jack in the Box franchisees.

Food, Packaging, Smallwares, Food Handling Equipment, Chemicals, and Uniforms. You must purchase and use in your restaurant only those food, packaging items, smallwares, food handling equipment, chemicals, and uniforms that are approved by the Company. In most cases, those items must be purchased from and distributed by suppliers that are approved or designated by the Company. You may be required to participate in testing new products, services or equipment; and there may be certain test items, such as promotional items, specialized food preparation utensils, or food products, that must be purchased through Company approved suppliers.

The Company does not issue specifications for food, packaging items, smallwares, food handling equipment, chemicals, and uniforms directly to franchisees.

Those specifications are provided to the approved suppliers. The Company may change approved suppliers at any time. The Company (or its affiliate) is an approved supplier for only a small number of items, such as certain technology services and promotional items.

If you want to purchase any company-specified item from any source other than an existing approved supplier, you must send us a written request for approval of the proposed supplier. We generally make a determination on the approval of new suppliers within three to six months, although that time frame can vary depending on the circumstances. You may not purchase from any supplier until that supplier has been approved in writing by the Company. In most cases, we require that the Company or its agents be permitted to inspect the supplier's facilities, and that the supplier send samples for evaluation and testing to the Company, or at our option, to a laboratory designated by us. In addition, the Company may evaluate the supplier's adherence to, among other things, food safety, quality, sanitation, environmental, and human rights and animal welfare programs; ability to make a product safely and to specifications; production, storage and delivery capabilities; financial condition; willingness to protect the Company's confidential information; integrity of ownership and management; potential conflicts of interest; and ability to comply with the provisions of our Vendor Code of Conduct.

Certain criteria for supplier approval are managed through the Food Safety department. The time we need to approve or disapprove a supplier varies depending on a number of factors, including the complexity of the product or equipment, and competing business imperatives. When there are already two (2) approved suppliers for an item, the Company can require a fee from the proposed new supplier or the requestor to cover the reasonable costs and expenses of inspection and approval, including expenses relating to travel, testing, training supplier employees, and coordinating product rollouts. The Company may limit the number of approved suppliers for any given item.

The Company requires that suppliers consistently comply with all of the Company's standards, specifications, and contractual expectations. This may include, without limitation, programs, access requirements, third party audit requirements, initial and ongoing sampling requirements and microbiological surveillance programs. We visit and inspect the approved suppliers' facilities on a continuing basis for announced and unannounced inspections, and independently evaluate and test the products the suppliers are producing. Termination of a supplier as an approved supplier occurs by written notice to the supplier. If a supplier is no longer approved, we will notify all approved distributors and may notify individual franchisees. Upon receipt of written notice of a revocation of approval, you must stop selling any unapproved products, and stop buying from the unapproved supplier. The company will determine an appropriate supplier and/or product replacement for you.

The Company estimates that from seventy-five percent (75%) to eighty-five percent (85%) of the total costs associated with developing a franchised *Jack in the Box* restaurant (excluding the Initial Franchise Fee), and from forty-five percent (45%) to

sixty-five percent (65%) of the total annual costs associated with the ongoing operation of a franchised *Jack in the Box* restaurant (excluding rent), relate to items that must conform to the Company's specifications or be purchased from us or our approved suppliers.

During fiscal year 2023, JIB received marketing-related reimbursements and/or services from suppliers, with an approximate value of $1,647,466. All such funds are contributed to the Marketing Fund.

The Company and its affiliates have negotiated agreements with certain technology suppliers that may provide rebates of up to five percent (5%) per dollar spent by *Jack in the Box* restaurants back to the Company or its affiliates. As of the issuance date of disclosure document, neither the Company or its affiliates have received any such rebates. The Company plans to reinvest any such rebates received in the future into continued systemwide technology research, development, and implementation in its sole discretion.

The Company and its franchisees now purchase almost all food and beverage products through third-party distributors. The distributors purchase products from suppliers, then resell the product to the Company and franchisees. JIB negotiates price and certain other contract terms with the suppliers; conducts food safety and product quality testing, inspections and remediation activities; manages product tests, rollouts and related product obsolescence; reviews distribution charges and performance; and participates in distribution councils and dispute resolutions. For those services, JIB receives a Sourcing Fee from franchisees who use the third-party distributor. The amount of the Sourcing Fee is determined each year in consultation with a franchisee/franchisor committee called the “Supply Chain Management Committee” (“SCMC”), and is currently a per-unit charge of fifteen cents ($0.15) (a unit is a case of goods sold through the distribution network). The Sourcing Fee is collected by our third-party distributors in connection with sales to both franchised and Company restaurants, and is forwarded on to us on a weekly basis. In fiscal year 2023, JIB received total Sourcing Fees of approximately $4,988,137 from both franchised and Company restaurants, the remaining unused funds were carried over into the next fiscal year per a vote by the SCMC during the August 2023 meeting.

At a meeting convened in June 2017, and subsequently in August of 2021 the SCMC voted to approve hiring employees who have expertise in negotiating Equipment and Indirect Purchasing to do so for the Jack in the Box System, and to pay for those positions by increasing the Sourcing Fee by the amount necessary to cover the costs of these employees (estimated to be between $0.01 and $0.015 per unit, or between approximately $175 and $262 on average per year per store, with the current cost being close to the $0.01 per unit figure). As a consequence, the Sourcing fee disclosed in the previous paragraph now covers all food and beverage, smallwares, and packaging product purchases through third-party distributors, as well as the cost of this Equipment and Indirect Purchasing staff positions.

As background, the SCMC was created by JIB and the franchisees and is comprised of Company and franchisee representatives. SCMC oversees the selection of the distributors of certain products to Jack in the Box Restaurants and reviews financial and operational performance of the supply chain participants. The voting members of the committee are elected company and franchised operators (one vote per restaurant) and non-voting supply chain members are appointed by the Company. There is a charter and bylaws for the SCMC.

JIB collects a fee to cover any write-off of obsolete inventory at the end of a promotion or in the event of menu item deletions ("Customer Fund Fee"). The amount of the Customer Fund fee is determined each year by JIB in consultation with a franchisee/franchisor committee. This fee is currently a per-unit charge of $0.02 cents (a unit is a case of goods sold through the distributers). The fee is collected by distributors in connection with sales to both franchised and company owned restaurants. JIB reconciles the Customer Fund every period and, at the end of each fiscal year, remaining funds are returned to the franchised and company units on a pro-rata basis. In fiscal year 2023, JIB collected a total of $680,278 in Customer Fund Fees, the remaining unused funds were carried over into the next fiscal year per a vote by the SCMC during the August 2023 meeting.

We do not provide franchisees any material benefits based on their purchase of particular products or services, or their use of particular suppliers.

None of the officers of the Company own a material interest in any of our approved suppliers. Several of our officers own an interest in the Company.

As stated above, franchisees purchase product through third-party distributors. The contract terms that the Company has negotiated with its primary suppliers (including with the third-party distributors) are made available to franchisees that enter into a participation agreement with the Company and the third-party distributors. Franchisees that choose not to use the Company's third-party distributors can negotiate their own contracts with another approved distributor and approved supplier, and are not bound by the terms negotiated by the Company.

JIB may negotiate contract terms with suppliers of products or services other than food and packaging, such as equipment suppliers or credit card processors. While JIB often asks suppliers to offer the same contract terms to system franchisees, JIB cannot assure that this will happen, or what terms ultimately will be made available to franchisees.

Insurance. You must obtain and maintain, at your sole expense, all of the insurance coverage that the Company requires. Company may place restrictions or requirements on the insurance you must purchase, which can be modified from time to time. The current requirements are: Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate; Business Automobile Liability insurance with a limit

of not less than $1,000,000 per accident; Workers' Compensation insurance as required by law; Employer's Liability insurance with a limit not less than $1,000,000 per occurrence; "All Risk" property insurance; and Builders' All Risk insurance.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation		Section in Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	Sections 3. and 5.B. of Franchise Agreement; Sections 7.A. and 8.A. of Single Unit Development Agreement; Sections 7.A. and 8.A. of Multi-Unit Development Agreement; Sections 1., 3., and 5.B. of Nontraditional License Agreement	Items 8 and 11
b.	Pre-opening purchases/lease	Not applicable	Items 5, 7 and 8
c.	Site development and other pre-opening requirements	Section 5.B. of Franchise Agreement; Sections 8. and 9. of Single Unit Development Agreement; Sections 8. and 9. of Multi-Unit Development Agreement ; Section 5.B. of Nontraditional License Agreement	Items 8 and 11
d.	Initial and ongoing training	Sections 5.J., 6.E, and 7. of Franchise Agreement; Sections 5.I. and 6. of Nontraditional License Agreement	Item 11
e.	Opening	Section 9. of Single Unit Development Agreement; Section 9. of Multi-Unit Development Agreement	Item 11

Obligation		Section in Agreement	Item in Disclosure Document
f.	Fees	Sections 2., 5.S., 8., 14. and 16. of Franchise Agreement; Sections 5. and 11.D. of Single Unit Development Agreement; Section 11.D. and Exhibit A of Multi-Unit Development Agreement; Section 2., 7. and 14. of Nontraditional License Agreement	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	Section 5. of Franchise Agreement; Section 5. of Nontraditional License Agreement	Items 11 and 14
h.	Trademarks and proprietary information	Sections 5.A., 5.C., 5.M., 5.Q., 10., and 11. of Franchise Agreement; Section 22. of Single Unit Development Agreement; Section 22. of Multi-Unit Development Agreement; Sections 5.A., 5.C., 5.K., 9. and 10. of Nontraditional License Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Section 5. of Franchise Agreement; Section 5. of Nontraditional License Agreement	Item 16
j.	Warranty and customer service requirements	Not applicable	Not applicable
k.	Territorial, development and sales quota	Section 7. of Single Unit Development Agreement; Section 7. of Multi-Unit Development Agreement	Not applicable
l.	Ongoing product/service purchases	Sections 5.D., 5.E., and 5.F. of Franchise Agreement; Sections 5.D., 5.E., and 5.F. of Nontraditional License Agreement	Items 6 and 8
m.	Maintenance, appearance and remodeling requirements	Sections 5.A., 5.B., 5.C., 5.D., 5.E., and 5.G of Franchise Agreement; Section 5.A., 5.B., 5.C., 5.D., and 5.E. of Nontraditional License Agreement	Item 8

Obligation		Section in Agreement	Item in Disclosure Document
n.	Insurance	Section 12. of Franchise Agreement; Section 15.B. of Single Unit Development Agreement; Section 15.B. of Multi-Unit Development Agreement; Section 11. of Nontraditional License Agreement	Items 7 and 8
o.	Advertising	Sections 5.L., 5.Q, 6.C, and 8.B. of Franchise Agreement; Sections 5.K. and 7.B of Nontraditional License Agreement	Items 6, 11, and 16
p.	Indemnification	Sections 5.K., 11., and 13. of Franchise Agreement; Section 15. of Single Unit Development Agreement; Section 15. of Multi-Unit Development Agreement; Section 12. of Nontraditional License Agreement	Item 6
q.	Owner's participation/ management/staffing	Sections 4., 5.J., 5.O., 7., and 20.G. of Franchise Agreement; Section 6. of Single Unit Development Agreement; Section 6. of Multi-Unit Development Agreement; Sections 4., 5.I., and 5.M. of Nontraditional License Agreement	Item 15
r.	Records/reports	Section 9. of Franchise Agreement; Section 8. of Nontraditional License Agreement	Item 6
s.	Inspections/audits	Sections 5.N. and 9.D. of Franchise Agreement; Sections 5.L. and 8.E. of Nontraditional License Agreement	Item 6 and 11
t.	Transfer	Sections 14., 15., and 16. of Franchise Agreement; Sections 10., 11., and 12. of Single Unit Development Agreement; Sections 10, 11., and 12. of Multi-Unit Development Agreement; Sections 13. and 14. of Nontraditional License Agreement	Items 17
u.	Renewal	Section 1. of Franchise Agreement; Section 1. of Nontraditional License Agreement	Item 17

Obligation		Section in Agreement	Item in Disclosure Document
v.	Post-termination obligations	Sections 18. and 20.I. of Franchise Agreement; Sections 16.B. and 16.C. of Single Unit Development Agreement; Sections 16.B. and 16.C. of Multi-Unit Development Agreement; Section 16. of Nontraditional License Agreement	Item 17
w.	Non-competition covenants	Section 19. of Franchise Agreement; Section 17. of Nontraditional License Agreement	Item 17
x.	Dispute resolution	Sections 20.C., 20.D, and 20.E of Franchise Agreement; Section 18.B. of Nontraditional License Agreement	Item 17
y.	Taxes and compliance with law	Sections 4.C., 5.K., 9.C., 18.D. and 18.I. of Franchise Agreement; Sections 8.E., 8.G., 10., and 13. of Single Unit Development Agreement; Sections 8.F, 8.H., 10., and 13. of Multi-Unit Development Agreement; Sections 4.G., 5.J. and 8.D. of Nontraditional License Agreement	Item 17
z.	Compliance with other agreements	Section 17. of Franchise Agreement	None

ITEM 10
FINANCING

The Company does not regularly offer financing in connection with the establishment or operation of new franchised restaurants. In limited circumstances, the Company may offer build-to-suit arrangements to assist you in meeting construction obligations. In such instances, the Company completes the acquisition and construction of the site, and then leases the land and newly constructed building and improvements to you. The rent payable by you under the lease is negotiated, as are periodic rent increases. As part of the build-to-suit arrangement, the Company will negotiate with you to allow you the option of eliminating the building rent by making a lump sum payment to the Company at a future date.

In other limited circumstances, under our current Development Incentive Program, if you open the restaurant in accordance with the time frames specified in the Development Agreement, and certain other requirements are met, you may also choose

an option where the Company or one of its affiliates will loan you $150,000 at zero percent (0%) interest after ground break to be used toward development costs. The loan must be repaid by crediting 100% of the royalties that would otherwise have been due and payable until the Note is paid in full; and, unless it has already been repaid, is due in full when the developed restaurant is sold or closed. Under this loan agreement, (i) you will be required to sign a Promissory Note (see Exhibit I); (ii) no security interest is required by the Company or its affiliate; (iii) no one other than you, as franchisee, must personally guarantee the debt; and (iv) the debt can be prepaid without any penalty.

If you default on the Promissory Note, you must pay us five percent (5%) of the total amount of each payment; to the extent permitted by law, any amounts outstanding will accrue interest at a default rate of 12% until paid in full; and you will incur potential liabilities, including: (i) an accelerated obligation to pay the entire amount due; (ii) obligations to pay the prevailing party's court costs and reasonable attorneys' fees incurred in collecting the debt; (iii) liabilities from cross defaults under any Franchise Agreement(s), Lease Agreement(s), or other related agreement(s) between you and the Company; and (iv) termination of the franchise. This loan agreement does not require you to waive defenses or other legal rights or bar you from asserting a defense against the Company. It is not the Company or its affiliates' practice or intent to sell, assign, or discount to a third party all or part of the loan arrangement.

We may, upon request, try to help you locate a source of financial assistance. We will not charge a fee or receive other compensation for this service.

The Franchise Agreement gives us a first-priority security interest in the business assets of your *Jack in the Box* restaurant in order to secure payment of all amounts that you may owe to us under the Franchise Agreement and any other agreements you may have with us. Granting us a security interest in these assets may impair your ability to obtain financing from other potential lenders. In order to facilitate your efforts to obtain financing, we may agree to subordinate our security interest to the security interest of another lender, but only under certain conditions.

We presently offer to act as a broker to purchase certain equipment for franchised *Jack in the Box* restaurants, as discussed in the Master Technology Agreement. (See Exhibit N.) If you participate, the Company may charge you up to a standard eleven percent (11%) mark-up, with the exception of certain technology equipment, for which there is no mark-up. Payment is due when required by the invoices. The Company reserves the right to take a security interest in any equipment purchased. The duration, terms and conditions of the program are subject to change at any time at the Company's sole discretion. We may limit or eliminate our equipment broker program at any time.

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

Except as listed below, the Company is not required to provide you with any assistance.

For all assistance and obligations described in this Item 11, JIB will act on our behalf as Manager, as explained in Item 1.

Pre-Opening Assistance

If you are a Developer, the Company must approve or disapprove your proposed site after you have submitted a completed Site Acquisition Package, which is described in the Development Agreement. We consider many factors when deciding whether or not to approve a site, including the size of the property, ingress, egress, geography, traffic count, traffic patterns, parking, drive-thru availability, physical characteristics of existing buildings, demographics, proposed building and kitchen style, lease terms, financial impact to existing restaurants within the market, and the location of other restaurants in the area, among others. The Company will communicate to you its approval or disapproval of a site within a reasonable time, not to exceed ninety (90) days. If we cannot agree upon a site, you may be held in default of the Development Agreement and the Development Agreement could be terminated. (See Exhibit G-1, Single Unit Development Agreement, Section 8C. and Exhibit G-2, Multi-Unit Development Agreement, Section 8C.) The Company's approval of a site is not a representation that the site will be successful.

The Company has no obligation to help you locate a site. You are responsible for locating a site, negotiating the purchase or lease of the site, and arranging for appropriate financing. (See Exhibit G-1, Single Unit Development Agreement, Sections 8D – 8F.and Exhibit G-2, Multi-Unit Development Agreement, Sections 8D – 8F.) However, the Company may locate a site and offer it to you with various options for development, in which case there may be additional fees as described in Item 5.

If you lease a site from a third party, it must include specific terms and conditions we require (see Exhibit F-1, Franchise Agreement, Section 3, Exhibit F-2, Nontraditional License Agreement, Section 3, Exhibit G-1, Single Unit Development Agreement, Section 8.D and Exhibit G-2, Multi-Unit Development Agreement, Section 8.D).

If you are a Developer, and the Company has approved your proposed ground-up site, the Company must provide you with a set of prototypical plans for your selected prototype building which is to be used by your approved architect for site adaptation purposes when developing the new restaurant's permit and construction documents. (For Nontraditional and Conversion Locations, we will provide you with kitchen design options, image and operational specifications and various other standards, but we may not provide you with prototypical plans.) Except as otherwise agreed, you are responsible for all aspects of the project management, due-diligence, design,

entitlement, permitting, and construction. This includes, but is not limited to, hiring the necessary consultants, approved architects, engineers and contractors, and ensuring that the building is constructed in compliance with all ordinances and codes, as well as in compliance with the Company's specifications. (See Exhibit G-1, Single Unit Development Agreement, Sections 8D – 8H.and Exhibit G-2, Multi-Unit Development Agreement, Sections 8D – 8H.) Any modifications to the prototypical building design, including site adapted drawings, must be pre-approved by the Company. The Company must also provide you with specifications for equipment, signs and fixtures, opening inventory, supplies and most other materials needed to open the restaurant. The Company will provide you with a list of approved suppliers for all items where approved suppliers are required.

In some circumstances, we may offer certain site development services for a fee and payment of all internal overhead and out-of-pocket costs and expenses. The terms of this type of arrangement will be governed by an amendment to your Development Agreement.

Regardless of whether you develop a site or are buying an existing *Jack in the Box* restaurant, the Company must provide training to the franchise operator. The Company must also provide training for one restaurant manager, unless you are buying an existing restaurant and choose to retain the then-current restaurant manager. See "Training" below for more information.

We will provide franchisees access to or copies of our confidential standards, policies, procedures, and other manuals. You may view these documents under the supervision of our representative at a mutually convenient time and place before you sign a Franchise Agreement. Before that review, you must sign a confidentiality agreement.

Time Between Signing a Contract/Paying Fees and Opening of Restaurant

The typical length of time between the date you first sign a contract with us or pay us any money, and the date your restaurant opens, depends upon whether you are a Developer or you are franchising an existing restaurant. If you are developing a site, it typically takes about eighteen (18) to thirty-six (36) months after signing the Development Agreement to open the first restaurant, depending upon restaurant location and other factors. If you are franchising an existing restaurant, it typically takes between ten (10) and fourteen (14) weeks after signing the letter of intent and paying a deposit to us to take over operations of the restaurant. These time frames can vary considerably based on the time it takes to obtain financing, secure permitting, construct a restaurant, and hire and train your workforce, among other things. Following approval by Company of any proposed new restaurant location, you must sign our then current form of Franchise Agreement (See Exhibit G-1, Single Unit Development Agreement, Section 9. and Exhibit G-2, Multi-Unit Development Agreement, Section 9.)

Post-opening Assistance

After your restaurant is open, the Company will continue to offer you and your employees access to certain basic training materials. See "Training" below for more information.

The Company must also provide information on the preparation of new products and other new procedures. The Company will train you on those new procedures and if necessary provide training materials to assist you in training your employees on those new procedures. (See Exhibit F-1, Franchise Agreement, Section 7.) Currently, the first copy of the training materials is free of charge, but the Company may charge you for access to additional copies, subject to the provisions in Item 14.

The Company must provide consultation and advice from time to time concerning the operation of the restaurant, merchandising and local store marketing, as we deem appropriate. (See Exhibit F-1, Franchise Agreement, Section 6.)

After the restaurant opens, we may require that you, your Designated Market Operator, and/or one Certified Franchise Restaurant Manager attend additional or refresher training programs. If such training is required, training will be offered without charge to you, but you will be responsible for paying the salary of your manager, as well as any travel, living and personal expenses for you and your employee while taking the training. (See Exhibit F-1, Franchise Agreement, Section 7.)

The Advertising Program

The Company develops and executes marketing programs and activities for the *Jack in the Box* brand and directs, prepares and/or places advertising, promotions and/or communications to build the brand. The marketing programs and activities may include, but are not limited to: preparing and conducting digital, social, television, radio, and out-of-home advertising campaigns; purchasing radio, television, digital, social, and other media for the distribution of advertising campaigns; advertising through direct mail and outdoor billboards; preparing and conducting marketing/brand surveys and research, which may include awareness and usage surveys, focus groups, marketing surveys and consumer feedback surveys; public relations activities; research, development and testing of products, packaging, and concepts; brand positioning and marketing activation; preparing and executing e-mail and internet-based marketing programs; employing advertising, public relations, and branding agencies and other professional consultants; and providing point-of-purchase, collateral and other marketing materials to the restaurants operated under the System.

The Company has complete discretion regarding the choice of media outlets, whether the funds are spent at the local, regional, or national level, and whether to use in-house or national or regional advertising agencies. Media may appear across several outlets, including, but not limited to, television, radio, out-of-home, coupons, digital, mobile, online, Jack in the Box mobile app, and/or public relations events. The Company has no obligation to spend any amount in the area or territory where your

restaurant may be located, unless you will be developing a restaurant in what we consider a "new market," and we have a written agreement to spend a specific amount on marketing in that market. (See Exhibit F-1, Franchise Agreement, Section 6.) Our general practice is to spend approximately twenty percent (20%) of the Marketing Fees in the market from which the fees were collected, and to collaborate with the franchisees on the market activities in their markets, but this practice may vary, and we may change that practice at any time.

Other than paying the Marketing Fee discussed below, you are not required to spend any additional amounts on advertising, although you may incur costs associated with marketing-related activities, such as loyalty or rewards programs or free or reduced-cost food promotions. If franchisees want to use marketing or advertising materials they have developed, including any internet-based advertising, they must obtain the Company's written approval before using them. (See Exhibit F-1, Franchise Agreement, Section 5.)

There is no franchisee advertising council that advises the Company on advertising policy; however, the Company has formed an advisory council called the Leadership Advisory Council ("LAC").

There are no advertising cooperatives.

Marketing programs and activities are paid for from the Marketing Fund (as that term is defined in the Franchise Agreement). The Marketing Fund is a combination of (a) the marketing fees paid by United States franchisees (in an amount equal to the percentage paid by all traditional *Jack in the Box* restaurants in the system, which is currently five percent (5%) for traditional locations), and (b) an amount contributed by the Company of no less than five percent (5%) of the Gross Sales of its traditional Company-owned and -operated *Jack in the Box* restaurants. (See Exhibit F-1, Franchise Agreement, Section 8.B.) In addition to restaurant contributions, we occasionally receive money from vendors in support of marketing campaigns, but the sum collected from these vendors varies. All vendor receipts are recorded in a separate account within the Marketing Fund.

The Marketing Fund is administered by the Company, and is not audited. Information relating to the Marketing Fund, including information relating to Marketing Fund expenditures, budgets, and reports, is made available for review by the National Jack in the Box Franchise Association (the "NFA") (or its designees) at their request, but no more than twice per year unless otherwise agreed to. Moreover, only if requested by the LAC, not more than annually, and at the expense of the Marketing Fund, independent auditors selected by the Company will prepare a report regarding the sources and uses of Marketing Fund dollars for review by the NFA and/or LAC.

If Marketing Fund contributions are not spent during the year contributed, or overspending occurs, the surplus or deficit is carried over to the following year. With the exception of very limited shared overhead expenses, none of the Marketing Fund is used to solicit new franchise sales.

During the 2023 fiscal year, contributions to the Marketing Fund were spent as follows (in approximate percentages): 66.2% on media, promotions and sponsorships, 9.8% on agency fees, 7.1% on production, 5.9% on administrative expenses, and 6.8% on other expenses. The "other expenses" include, among others, merchandising, consumer research, menu development, loyalty program, data processing. The Marketing Fund ended fiscal year 2023 with a surplus of 4.2% of the funds contributed, $9,473,449, which was carried over into the following fiscal year.

Licensees of nontraditional restaurants pay a Marketing Fee, which is typically 1% of Gross Sales. The Company may spend that amount in its sole discretion for any marketing, promotional or advertising purpose the Company determines is appropriate. Licensees of nontraditional restaurants must, at all times through the term of the Nontraditional License Agreement, use reasonable efforts to advance the reputation of *Jack in the Box* restaurants and the products sold under the trademarks in order to increase the goodwill of the trademarks and the system. Before using any advertising materials, such Licensees must submit all advertising materials to us for approval, which we will not unreasonably withhold.

You must participate in any gift card, loyalty, rewards, or similar programs required by the Company. In connection with these programs, you may be required to sign certain participation agreements and other agreements (current Stored Value Card Service Agreement (Exhibit O)) and pay fees to the Company or to third parties and purchase hardware and/or software from the vendors the Company designates.

Computer System

You must use a Company-specified computer system. (See Exhibit F-1, Franchise Agreement, Section 5.E.) We estimate the cost to purchase the computer system to be $45,000-$60,000 and the cost to replace/upgrade the computer system to be $45,000-$60,000. The cost for computer support varies based on the type of equipment and services selected, but we estimate such cost is at least $300 per month. The computer system includes the following items:

(a) a Company-specific computer system, which runs the proprietary Company Restaurant Management Software. The computer system includes a CPU, a monitor, and a laser printer, which must be purchased using the Company-approved specifications from a Company-approved vendor. The computer system also includes a time clock, brackets, cables and an applicable PC cabinet, which must be purchased from the Company. Currently, costs are approximately $3,000, depending upon the configuration. We are evaluating enhancements to this system and the costs may increase.

(b) a Company-specified POS system that is integrated with the Company-specific computer system, and is used to collect data on sales, product mix, and inventory, among other things. The POS system will include Company-approved order terminals, kitchen video equipment, a web-based mobile training device, a printer, and it may include other items such as cash

drawers, receipt printers, customer interfacing POS integrated selling systems, POS integrated mobile payment systems, PC-DSSI compliant payment systems, integrated order confirmation boards, and drive-thru communications headsets. The cost of these additional items varies. You may purchase your own web-based mobile training device upon request. (See Exhibit N.) In fiscal year 2024, we will begin the transition to a new POS system and vendor. Our goal is to have all traditional *Jack in the Box* restaurants operating the new POS system by fiscal year 2026.

(c) the Network Infrastructure equipment and services, which includes primary and backup Internet connection, managed firewall, network switch, security services, guest Wi-Fi, private Wi-Fi, remote network service monitoring, and, if selected, Outdoor Order Taker ("OOT") networking. Potential construction costs and service activation fees (if applicable) are evaluated and determined on a site-by-site basis.

(d) Company-approved computer software and POS software. Currently the software must be licensed or sublicensed from us. (See Item 5 for charges.) After transitioning to the new POS System, you will pay licensing and support fees directly to the approved supplier.

You are also required to purchase certain computer support services from us to be $138 to $185 per month, plus backup connection charges, as necessary. (See Exhibit N.)

You must comply with the Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by the Company.

You must keep your computer system, POS system, and network communication system in good maintenance and repair, and promptly install any upgrades, updates or changes to them as the Company directs. There are no contractual limitations on the frequency or cost of that work. The Company has no obligation to provide any ongoing maintenance, repairs, upgrades or updates for you.

The Company can access information and data from your computer system, POS system and network communication system. There are no contractual limitations on the Company's right to access such information and data. (See Exhibit F-1, Franchise Agreement, Section 5.E.)

You must be in full compliance with the Payment Card Industry Data Security Standards ("PCI-DSS"). Upon request, you must prove to us your compliance with the PCI-DSS by providing: (a) an executed copy of the PCI-DSS assessment questionnaire; or (b) the PCI report on compliance.

Training

The following is a table showing the specific training courses that we offer to you and/or your employees. Additional information about the training follows the table, including where the training will take place.

TRAINING PROGRAM

			Requirements By Level				
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**	**TM**	**TL**	**RM**	**FO**
Onboarding	0	4	Restaurant	X	X	X	X
Assembly Workstation Training	0	10	Restaurant	X	X	X	X
Fryer Workstation Training	0	11	Restaurant	X	X	X	X
Grill Workstation Training	0	12	Restaurant	X	X	X	X
Guest Service Workstation Training	0	12	Restaurant	X	X	X	X
Prep Workstation Training	0	11	Restaurant	X	X	X	X
Maintenance Workstation Training	0	12	Restaurant	X	X	X	X
Introduction To The Role of Team Leader	0	2	Restaurant		X	X	X
Communication, Coaching and Feedback	0	1	Restaurant		X	X	X
Food Safety For Team Leaders	0	4	Restaurant		X	X	X
Food Safety Checklist (FSC)	0	8	Restaurant		X	X	X

			Requirements By Level				
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**	**TM**	**TL**	**RM**	**FO**
Food Safety Assessment (FSA)	0	Embedded within role-based courses	Restaurant		X	X	X
TL Food Safety Certification	.5	0	Restaurant		X	X	X
Administration Basics	0	3	Restaurant		X	X	X
POS & Cash Handling	0	1	Restaurant		X	X	X
Equipment and Troubleshooting	0	2	Restaurant		X	X	X
Shake Machine Certification	0	.5	Restaurant		X	X	X
Training Basics	0	1.5	Restaurant		X	X	X
Leading Your Team	0	3	Restaurant		X	X	X
Guest Experience Review (GER)	0	1.5	Restaurant		X	X	X
Team Leader Certification Sign Off	.5	0	Restaurant		X	X	X
GER Certification Sign Off	.5	0	Restaurant		X	X	X
Practice #1 Leading A Shift	0	8	Restaurant		X	X	X
Practice #2 Leading A Shift	0	8	Restaurant		X	X	X
Practice #3 Leading A Shift	0	8	Restaurant		X	X	X

			Requirements By Level				
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location	TM	TL	RM	FO
Schedule DM/Field Leader Discussion with Trainee	0	2	Restaurant		X	X	X
Introduction To Management Training	0	.5	Restaurant			X	X
Forecasting Sales with Altametrics eRestaurant	0	2	Restaurant			X	X
Food Cost	0	2	Restaurant			X	X
Food with Altametrics eRestaurant	0	2	Restaurant			X	X
Miscellaneous Orders	0	.5	Restaurant			X	X
Managing Cash Loss	0	1	Restaurant			X	X
Timekeeping with Altametrics eRestaurant	0	.5	Restaurant			X	X
Labor Scheduling with Altametrics eRestaurant	0	.5	Restaurant			X	X
Time Management	0	1	Restaurant			X	X
Jenius Getting Start Guide	0	.5	Restaurant			X	X
Well-Trained Employees	0	4	Restaurant			X	X
Problem-Solving	0	1.5	Restaurant			X	X
Speed Academy	0	.5	Restaurant			X	X

			Requirements By Level				
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**	**TM**	**TL**	**RM**	**FO**
Increasing Sales	0	1.5	Restaurant			X	X
Leading for Success	0	1	Restaurant			X	X
Business Analysis (Led by a DM/Field Leader)	0	4	Restaurant			X	X
Restaurant Manager Certification Sign Off	.5	0	Restaurant			X	X
District Manager Certification Sign Off	.5	0	Restaurant			X	X
District Manager Leadership	2	8	Restaurant			X	X
District Manager Operations	2	8	Restaurant			X	X
District Manager People, Staffing & Financials	2	8	Restaurant			X	X
Food Safety Management	9	0	3rd Party Vendor		*	X	X
RSC Onboarding	40	0	RSC				X
TOTAL	48.5 hours	168 hours					

TM = Team Member
TL = Team Leader
RM = Restaurant Management
FO = Franchise Operator
X = Indicates required subject matter
* = If required by state or local law or regulation

The training hours listed are an estimate based on our expectations of what a typical prospective franchisee might require. However, because the Company's training program is proficiency-based and not time-based, the actual time needed to demonstrate proficiency in each training area may vary, and you may require less or more time training than listed here. The training subjects will routinely change, as will the minimum training requirements by level. The Franchise Operator and the restaurant employees will be required to complete the training provided by the Company, as indicated.

New Franchise Operator Training Program

Before your restaurant opens, the Company must provide the Franchise Operator (or, if applicable, a Designated Market Operator) with pre-opening training, as shown in the table above.

The training program for you is approximately ten (10) to fourteen (14) weeks (560 hours) long, is offered as needed, and takes place in San Diego, California, Dallas, Texas, or Los Angeles, California, at our sole discretion. The cost of your training is included in the Initial Franchise Fee, but you are responsible for paying travel, living and personal expenses while taking the training programs.

You (or, if applicable, a Designated Market Operator) must successfully complete the entire training program before you (or a Designated Market Operator) will be approved to operate a franchised restaurant.

Certified Franchise Restaurant Manager Training

In addition, before your restaurant opens, we must provide training for one of your employees to become a Certified Franchise Restaurant Manager. (See Exhibit F-1, Franchise Agreement, Section 7.) The Certified Franchise Restaurant Manager training program is shown in the table above. The training can take place in San Diego, California, or in some instances, at a location closer to the franchised restaurant.

The cost of the initial training of one restaurant manager per restaurant is included in the Initial Franchise Fee, but you are responsible for paying your manager's salary, as well as travel, living and personal expenses for you and your employee while taking the training programs.

Your restaurant manager must successfully complete the entire training program before you will be permitted to open your franchised restaurant.

Training for Other Employees

Before your restaurant opens, we will also give you and your employees access to our Web-Based Training Programs. You must ensure that all employees acting in the capacity of a "person in charge" of the restaurant (for example, team leader, assistant manager, etc.) have completed, at a minimum, our training programs as required, the Food Safety for Team Leaders course, the Food Safety Checklist course offered

through Web-Based Training Programs, and Food Safety Management Certification, if required in your jurisdiction.

There are charges associated with setting up your web equipment, but there is currently no extra charge for obtaining access to the Web-Based Training Programs, although we reserve the right to charge for these programs in the future. You are responsible for paying your employees while they are engaged in training programs and training initiatives (e.g., new product training roll outs).

Although we are not required to do so, we may offer you the opportunity to have your employees attend certain additional training classes. We reserve the right to charge a fee for those classes and related materials.

Additional Information About Training

The training program is under the direction of Natalie Trzcinski, Senior Director of Operations Services and Training. She has been employed by JIB since May 2014 and has over 20 years of experience in restaurant operations and training.

Our training program is currently comprised of Web-Based training and on-the-job training ("OJT"), but we are testing alternative methods of delivering training, including via the internet. Web-based training must be completed in combination with, and never in lieu of, OJT. Web-based training is currently available at all restaurants. OJT is conducted in a restaurant by a specially trained Restaurant Manager. Web-Based Training Programs can be conducted by certified trainers who are employed by a franchisee. It is your responsibility to verify that employees who receive training have been properly trained. We may audit you or your employees or otherwise verify that you or your employees are properly trained.

The following list summarizes the training requirements you and your employees must meet before you will be permitted to take a restaurant under your operational control. (See Exhibit F-1, Franchise Agreement, Sections 6.E and 7.)

- The Franchise Operator must have successfully completed the training program discussed above and must demonstrate that he/she has the required knowledge, skills, and abilities.

- You must ensure that your restaurant is staffed by at least one person who has successfully completed the Company's Certified Franchise Restaurant Manager Training Program discussed above.

- If you have managerial employees above the restaurant level, they also must have successfully completed the Certified Franchise Restaurant Manager Training Program at your expense.

- You must ensure that any other employee who is acting in the capacity of a "person in charge" of the restaurant (for example, team leader, assistant manager, etc.) has completed, at a minimum, our training programs as

required, the Food Safety for Team Leaders course and the Food Safety Checklist course offered through Web-Based Training Programs and OJT, as well as Food Safety Management Certification, if required in your jurisdiction. OJT validation is accomplished via, among other ways, workstation certifications.

- You must ensure that you and all of your employees have taken all courses required by state and local laws and ordinances, whether relating to food safety or otherwise, and are properly trained.

- You must ensure that you have conducted any other training that you feel is necessary or appropriate for your employees.

The Company may require you and your Certified Franchised Restaurant Manager to take additional or refresher training, including recertification training. If such training is required, we currently provide it without charge, but you will be responsible for any travel, living, and personal expenses incurred during the training. We may charge for such additional or refresher training in the future.

The Company must provide you with electronic access to the most current version of our reference documents, which contain standards and other information regarding the operation of a franchised restaurant. We must also provide you with any other written standards that comprise part of our operating system. (See Exhibit F-1, Franchise Agreement, Section 5.A.) There are charges associated with setting up and maintaining the computer system that displays the reference documents, but there is no extra charge for obtaining access to the reference documents. We will allow you to review the reference documents before you sign a franchise agreement if you sign a confidentiality agreement promising not to reveal any of the information contained in the reference documents.

Our training program uses various training materials, including workbooks and participant guides. We currently provide training materials free of charge, but we may begin charging for some of those materials.

Notwithstanding any training programs or materials supplied or required by Company, all Designated Market Operators, restaurant managers, and(or) other employees that undergo such training, will at all times remain your employees, and you will be responsible for any and all compensation and other benefits to which they may be entitled, as well as any travel and other expenses incurred in connection with such training.

ITEM 12
TERRITORY

Franchise Agreement, Nontraditional License Agreement and Single Unit Development Agreement (Exhibits F-1, F-2 and G-1)

The Company only grants franchises for specific restaurant locations.

The Single Unit Development Agreement is signed for each location and grants you the right to construct a single *Jack in the Box* restaurant within the Development Area. The Development Area under this Agreement could be a specific site or a larger area agreed to and described in the Agreement. Typically, a larger development area would be defined by market points, as determined by us. When establishing market points, we consider various information, such as the locations of other restaurants, direct and indirect competition, store characteristics, historical consumer source surveys, sales history, mobile customer data, demographics, and psychographics, among others. The Company will not grant new *Jack in the Box* franchises to any person or entity other than you for the operation of and the Company will not open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than you; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

Under the Franchise Agreement and Nontraditional License Agreement, there are no restrictions on the Company's right to establish *Jack in the Box* or other restaurants, or to franchise *Jack in the Box* or other restaurants near your restaurant. There are also no restrictions on the Company's right to sell any type of product or service through any other channel of distribution, such as the Internet, food trucks, or grocery stores, under the *Jack in the Box* trademarks or any other trademarks, or to license others to do so. Your franchise agreement will give you no right to sell products or services anywhere other than at your specific restaurant location.

Except as specifically described in your Development Agreement, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You will have no right to relocate your business (although, in the past we have permitted franchisees to relocate their franchised business when there was a serious business impediment outside of their control and an offsetting location was available in the immediate vicinity of the original restaurant).

The Franchise Agreement, the Nontraditional License Agreement and Single Unit Development Agreement do not give you the right to establish additional franchised or licensed restaurants, whether by option or right of first refusal.

Multi-Unit Development Agreement (Exhibit G-2)

If you sign a Multi-Unit Development Agreement, you will have the right and obligation to construct an agreed-upon number of *Jack in the Box* restaurants within a defined geographic area (the “Development Area”) during the term of, and subject to the conditions defined in, the Development Agreement. The Development Area will be

described in the Multi-Unit Development Agreement. Development Areas may be designated at the Company's discretion in such manner as it deems appropriate but, typically, we define Development Areas by market points as determined by us. When establishing market points, we consider various information, such as the locations of other restaurants, direct and indirect competition, store characteristics, historical consumer source surveys, sales history, mobile customer data, demographics, and psychographics, among others. In most cases, the Multi-Unit Development Agreement gives you no option or right to increase, reduce or otherwise change your Development Area, the number of restaurants you must open, or the time period in which you must open the restaurants.

Under a Multi-Unit Development Agreement, the Company may agree not to build new Company-owned *Jack in the Box* restaurants or allow any other person to build new *Jack in the Box* restaurants within the Development Area during the term of the Agreement. If Company grants you a limited exclusive area, Company will reserve certain rights in that area including the right to grant franchises to third parties for nontraditional venues or for other locations specifically disclosed in the Multi-Unit Development Agreement. Regardless of whether you are granted an exclusive territory under a Multi-Unit Development Agreement, if there is a restaurant already operating in the Development Area at the time you enter into a Multi-Unit Development Agreement, the Company may allow it to operate, may buy the restaurant, or may allow it to be sold to a franchisee other than you.

You must obtain the Company's written approval of each location before you may develop it. If you are already operating one or more *Jack in the Box* restaurants, you must continue to operate those restaurants in full compliance with our Standards throughout the development process. Following approval by Company of any proposed new restaurant location, you must sign a Franchise Agreement with us, and pay any Initial Franchise Fee owed.

If you do not adhere to the Development Schedule, or if you violate any other term or condition of the Development Agreement, any Franchise Agreement or any other agreement with the Company, we may declare a default under the Development Agreement, we may terminate any limited exclusive territory granted under the Multi-Unit Development Agreement and build restaurants in the Development Area or allow other franchisees to build in that Development Area, and/or you will no longer be permitted to build restaurants in the Development Area.

JIB is the indirect parent of DLT. DLT operates and franchises quick service restaurants that offer Mexican-American and American cuisine under the tradename *Del Taco*. DTL’s principal business address is 25521 Commercentre Drive, Suite 150, Lake Forest, California 92630. These restaurants may be located near your Jack in the Box restaurant’s location, and may solicit and accept orders from customers near your Jack in the Box location. Even if you have a Development Agreement that provides for a limited exclusive Development Area, these Del Taco restaurants may be located within your Development Area, or open there at any time. We anticipate no significant conflicts with, or between, Jack in the Box franchisees and Del Taco franchisees

regarding territory, customers or franchisor support because we only grant *Jack in the Box* franchises covering specific restaurant locations and the restaurant concepts offer different food products and dining experiences. If a conflict does arise, we will analyze the conflict and take actions (if any) that we deem appropriate, which may include participating in nonbinding mediation.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, the Company grants a license to use our principal trademarks "*Jack in the Box*®" and "*Jack*®," as well as certain other names, trademarks, service marks, logos and commercial symbols at the Franchised Restaurant.

The trademarks and service marks listed below are our currently approved principal trademarks, and unless otherwise designated, are registered in the United States Patent and Trademark Office on the Principal Register. All required affidavits have been filed.

1. **"JACK IN THE BOX"**

   a. Reg. No. 722380
   Reg. Date: Oct. 3, 1961
   The registration was renewed March 23, 2021.

   b. Reg. No. 841334
   Reg. Date: Dec. 26, 1967
   The registration was renewed November 17, 2017.

   c. Reg. No. 1957318
   Reg. Date: February 20, 1996
   The registration was renewed August 7, 2016.

2. **"JACK IN THE BOX LOGO AND 3D CUBE DESIGN"**

   a. Reg. No. 3701423
   Reg. Date: October 27, 2009
   The registration was renewed June 7, 2019.

   b. Reg. No. 3783515
   Reg. Date: May 4, 2010
   The registration was renewed May 21, 2020.

3. “JACK” (Word Mark)

Reg. No. 1139000
Reg. Date: August 26, 1980
The registration was renewed June 26, 2020.

4. “JACK LOGO AND 3D CUBE DESIGN”

Reg. No. 4276035
Reg. Date: January 15, 2013
The registration was renewed July 31, 2023.

The Company also has many other valuable registered and common law marks. The Company has common law rights in the foregoing principal and other marks as a result of its use of the marks.

The Company relies upon its common law rights and the protection of federal trademark registrations, and does not consider state registrations material to the protection of its rights. Although some of the marks may have been or currently are registered under various state trademark registration statutes, these registrations, if not already expired, will be allowed to lapse and will not be renewed.

There are no known effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, state trademark administrators or any court; pending infringement, opposition or cancellation; or pending material litigation involving the principal trademarks listed in this Item 13.

There are no agreements currently in effect that significantly limit the Company's rights to use or license the use of the above-mentioned marks in any manner material to the franchise.

The Company may require you to modify or discontinue your use of the trademarks or any of them, in its sole discretion, and you may be required to modify or discontinue such use at your own expense. You must promptly notify us if you become aware of the use of, or a claim of a right to, one of our trademarks. We may thereafter take such action as we deem appropriate. Under the franchise agreement, the Company has the right to control any administrative proceedings or litigation involving a trademark licensed to you. You must fully cooperate in defending or settling of any administrative proceeding or litigation relating to our trademarks. Subject to the terms of the franchise agreement, we must protect you against claims of infringement or unfair competition based upon any authorized use or display of our trademarks.

There are no infringing uses known to the Company that could materially affect your use of such trademarks, service marks, names, logos or other commercial symbols in any state in which company operated *Jack in the Box* restaurants are or in any other state in which the Company presently intends to offer franchises.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

The Company claims a copyright in its manuals, training materials, policies and procedures materials, advertising and marketing materials, menus, certain software processes, restaurant design and similar materials. We have not registered all of these copyrights. These materials and/or other third-party materials may be supplied or made available to you exclusively for use in connection with your operation of the franchised restaurant under the terms of the Franchise Agreement and software agreements or other licenses. They must be used strictly in compliance with the terms of those agreements, and returned to the Company upon termination or expiration of the franchise.

The Company also claims proprietary rights in the contents of its manuals and other materials, much of which constitute trade secrets under applicable law. This information includes product recipes, product preparation procedures, customer service procedures, franchise support procedures, supplier relationship and distribution system information, new product development information, product testing procedures and information, restaurant operation standards and tactics, growth plans or strategies, real estate development plans or strategies, restaurant design plans, equipment designs, computer systems, financial information, business and development plans and strategies, training programs, performance support tools, access to and information contained on the *Jack in the Box* intranet and other non-public *Jack in the Box* websites, partner sites or other online sources (including, but not limited to, training materials and manuals), consumer research results, marketing and advertising strategies and materials, and all other information designated by the Company as confidential. You will only be permitted to use these confidential materials in connection with the approved development and operation of your franchised *Jack in the Box* restaurant. You must take reasonable steps to protect the confidentiality of all such material.

You must promptly notify us if you become aware of the use of, or a claim of a right to, one of our materials. We may thereafter take such action as we deem appropriate. Under the Franchise Agreement, the Company has the right to control any administrative proceedings or litigation involving materials licensed to you. You must fully cooperate in defending or settling of any administrative proceeding or litigation relating to our materials. Subject to the terms of the Franchise Agreement, we must protect you against claims of infringement or unfair competition based upon any authorized use of our materials. The Company may require you to modify or discontinue your use of any materials, in its sole discretion, and you may be required to modify or discontinue such use at your own expense.

Under the Master Technology Agreement, we do not claim ownership of the content you provide to us (including feedback and suggestions), or content posted, uploaded, input or submitted to the technology system or any associated services (collectively “Submissions”). By providing, posting, uploading, inputting, or submitting Submissions, you grant us a license to use the Submissions in connection with the operation of our business and we are not required to pay you any compensation.

The Company will also be the sole owner of any new products, equipment, uniforms, building design, facility improvements, service format, advertising or similar items relating to *Jack in the Box* that you might create. No compensation will be owed to you for them.

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

Each franchised restaurant must have a designated "Operator" approved by the Company. The Operator may be you, someone else who has signed the Franchise Agreement, or, in some cases, someone you designate. The Operator must hold an ownership interest of at least 25% in the franchised business, and be highly experienced in the quick-service restaurant industry. In some circumstances, if you are qualified to be an Operator, have two years of ownership experience, and do not live in or near the Designated Market Area, we may permit you to name a Designated Market Operator to operate the restaurant. This Designated Market Operator need not hold an ownership interest in the business, but must otherwise satisfy the criteria to be an Operator, and other criteria we deem necessary, before he can be approved. In all cases, the Designated Market Operator must exercise his full time best efforts on the *Jack in the Box* restaurants in the Designated Market Area. In other rare circumstances, we may approve as an Operator someone who does not yet hold a significant ownership interest in the business, but is working under an employment contract with you that we believe will result in the Operator remaining in position for a significant period of time.

The Operator must be actively involved in the operation of the franchised business, but may act as the Operator for more than one *Jack in the Box* restaurant. The Operator must have authority to represent you in all dealings with the Company.

Each franchised restaurant must also have at least one manager who has successfully completed the Company's Certified Restaurant Manager training program. The Certified Restaurant Manager must provide direct, full-time, on-premises supervision of the restaurant, and may manage only one (1) restaurant, unless otherwise approved by the Company in writing. You must inform us of the identity of the Certified Restaurant Manager.

If you have fifteen or more franchised restaurants, you are also required to have at least one employee dedicated to helping you oversee the operations of the restaurants. All of your employees that have managerial duties above the restaurant level must also have successfully completed our Certified Restaurant Manager training program at your expense. You must inform us of the identity of those employees.

If you are an entity, all owners must sign the guarantee attached as Attachments B to the Franchise Agreement or Nontraditional License Agreement. Owners may also be required to sign a commercially reasonable Confidentiality and Non-Competition on the form required by the Company.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Company requires that you sell all menu items, and only those menu items, specified by the Company. Menu specifications will change from time to time. We also may require that certain menu items be served only during certain hours. The Company maintains general menu uniformity, subject to exceptions such as menu item testing, supply considerations, or regional customer preferences. We may consent to, or require, menu variation in some areas due to regional customer preference, supply considerations or other reasons. Any variation in the approved menu format requires the Company's prior written authorization, which will be given only in extraordinary circumstances. The Company may require you to provide delivery and catering services subject to requirements imposed by the Company.

You are restricted to retail restaurant sales activity. Without the written consent of the Company, you will be prohibited from having pay telephones; automated teller machines or similar machines; coin-operated, card-operated or similar machines; or games or devices of any nature on the premises of the restaurant. For example, you may not sell bulk food, packaging or promotional items, unprepared food, or food or packaging for the purpose of third-party resale (schools, lunch wagons, restaurants, bars, etc.). You may not permit the sale of unauthorized products on the restaurant premises, including in the parking lot.

The Franchise Agreement requires a minimum of sixteen (16) hours of operation per day, as determined by the Company and you, seven (7) days a week, fifty-two (52) weeks a year. These requirements may be modified only with the Company's written consent. Precise hours of operation may be specified by the Company.

All advertising or promotional materials or items you propose to use, sell or distribute at or relating to the franchised restaurant must be approved by us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

These tables list important provisions of the Franchise Agreement, Nontraditional License Agreement, and Development Agreement. You should read the provisions in each agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision		Section in Franchise Agreement	Summary
a.	Term of the franchise	§ 1	20 year term
b.	Renewal or extension of the term	§ 1	No right of renewal. We may in our sole discretion decide to grant you a new franchise (rewrite) based on your

Provision		Section in Franchise Agreement	Summary
			past performance and potential, your representation of the brand to your customers and community, payment history and overall financial condition, the location and operations of the restaurant, and the needs of the system as a whole, among other things. If offered, a rewrite may be for twenty years or shorter, and you will have to satisfy certain conditions as part of the rewrite commitment, including building design improvements to meet current standards, executing a General Release in favor of the Company (see Exhibit K), signing a new Franchise Agreement and paying a new franchise fee, and amending your other existing Franchise Agreements to reflect current provisions. The general release is subject to restrictions in applicable state law. The new franchise agreement may contain materially different terms and conditions form the original franchise agreement. These conditions may require significant financial contributions.
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. See above.
d.	Termination by you	Not Applicable	You may terminate under any grounds permitted by law.
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 15, § 18	We may terminate for cause.
g.	"Cause" defined - defaults which can be cured	§ 18.C	Failure to pay fees; having unsatisfied monetary judgment; selling unapproved product; transfer without consent; violation of covenants; denying right to inspect; failure to pay taxes; violation of labor laws; failure to meet required hours; failure to pay vendors; restaurant disrepair; failure to operate

Provision		Section in Franchise Agreement	Summary
			in accordance with the standards, including food safety standards; failure to comply with any other agreement with us; and other grounds.
h.	"Cause" defined - defaults which cannot be cured	§ 15, § 18.A and § 18.B	Failure to transfer to approved party within one year of Franchisee's death; voluntary bankruptcy, insolvency; making an assignment for the benefit of creditors, or court appointment of a receiver or custodian; conviction of a felony; making material misrepresentation; misusing marks; three (3) contractual violations within twenty-four (24) months; two (2) violations of the same requirement in twelve (12) months, and other grounds.
i.	Your obligations on termination/non-renewal	§ 18 and § 20.I	Cease operating the Restaurant; discontinue use of Marks and System; return Manuals and other confidential items; de-identify; sell us all usable inventory of food, supplies, paper goods, containers and printed materials bearing our Marks; sell us equipment, fixtures, furniture, and signs, at fair market value, unless our lease agreement specifies otherwise.
j.	Assignment of contract by the Company	§ 14.F	There are no limits on our assignment rights.
k.	"Transfer" by you - definition	§ 14	Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Franchise Agreement, the franchisee, the Franchised Restaurant, or the Franchised Location.
l.	Our approval of transfer by you	§ 14.A and § 14.C	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 14.E	Completion of Certification of Entity Structure Form, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected,

Provision		Section in Franchise Agreement	Summary
			personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	§ 16	We can match any offer to buy your business or any portion of your business, including your real estate, fixtures, other assets and/or securities.
o.	The Company's option to purchase your business	§ 15, § 16, §18.G.	We can purchase under some circumstances upon your death or disability. (See paragraph below.) Upon termination or expiration, we can purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value.
p.	Your death or disability	§ 15	Must be transferred within twelve (12) months, or the Company may purchase your interest in the business.
q.	Non-competition covenants during the term of the franchise	§ 19	Includes prohibition on engaging in, or having any interest in, certain restaurant businesses.
r.	Non-competition covenants after the franchise is terminated or expires	§ 19	Includes one- (1) year prohibition on engaging in, having an interest in, or performing any services for certain restaurant businesses.(1)
s.	Modification of the agreement	§ 20.H	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 20.A and § 20.B	Only the terms of the Franchise Agreement (including exhibits) are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise.
u.	Dispute resolution by arbitration or mediation	§ 20.C	Subject to applicable state law, non-binding mediation.

Provision		Section in Franchise Agreement	Summary
v.	Choice of forum	§ 20.C.3 and § 20.D	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other.
w.	Choice of law	§ 20.D	Subject to applicable state law, California law controls. You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.

(1) This provision may not be enforceable under certain state laws.

Provision		Section in Development Agreement	Summary
a.	Term of the franchise	§ 4	The term of Development Agreement expires on the last required opening date.
b.	Renewal or extension of the term	Not Applicable	No right of renewal. We may in our sole discretion decide to grant you a new development agreement based on your compliance with the development obligations, your representation of the brand to your customers and community, your financial condition, the status of your existing franchised restaurants, and the needs of the system as a whole, among other things. If offered, we will agree to a new development schedule and territory, and you will have to satisfy certain conditions as part of the new development agreement commitment, including executing a General Release in favor of the Company (see Exhibit K), signing a new Development Agreement and paying any fees we require. The general release is subject

Provision		Section in Development Agreement	Summary
			to restrictions in applicable state law. The new development agreement may contain materially different terms and conditions form the original franchise agreement.
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. See above.
d.	Termination by you	Not Applicable	You may terminate under any grounds permitted by law.
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 16 (Single Unit) § 16 (Multi-Unit)	Default under Development Schedule, bankruptcy, and other grounds.
g.	"Cause" defined - defaults which can be cured	§ 16 (Single Unit) § 16 (Multi-Unit)	Default under Development Schedule, failure to obtain expansion approval or site approval before beginning site development, assignment without consent, involuntary bankruptcy filing, failure to obtain permits, breach of a franchise agreement or other agreement with the Company.
h.	"Cause" defined - defaults which cannot be cured	§ 16 (Single Unit) § 16 (Multi-Unit)	Voluntary bankruptcy and other insolvency.
i.	Your obligations on termination/nonrenewal	§ 16 (Single Unit) § 16 (Multi-Unit)	Cease establishing restaurants, cease operating any restaurant for which a Franchise Agreement has not been executed, payment of amounts due, compliance with covenants.
j.	Assignment of contract by the Company	§ 11.E (Single Unit) § 11.E (Multi-Unit)	There are no limits on our assignment rights.
k.	"Transfer" by you - defined	§ 11 (Single Unit) § 11 (Multi-Unit)	Includes transfer of any interest in Development Agreement, Developer, or all or substantially all of the Developer's business.

Provision		Section in Development Agreement	Summary
l.	The Company's approval of transfer by you	§ 11.B (Single Unit) § 11.B (Multi-Unit)	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 11.D (Single Unit) § 11.D (Multi-Unit)	Non-default, execution of new Development Agreement, a General Release of the Company, and any applicable personal guarantees, payment of transfer fee, and others; see § 8.D. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	Not Applicable	
o.	The Company's option to purchase your business	Not Applicable	
p.	Your death or disability	§ 12 (Single Unit) § 12 (Multi-Unit)	Must be transferred within six (6) months.
q.	Non-competition covenants during the term of the agreement	Not Applicable	
r.	Non-competition covenants after the agreement is terminated or expires	Not Applicable	
s.	Modification of the agreement	§ 24.D	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 24.B (Single Unit) § 24.B (Multi-Unit)	Only the terms of the Development Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise.
u.	Dispute resolution by arbitration or mediation	Not Applicable	

Provision		Section in Development Agreement	Summary
v.	Choice of forum	§ 24.C	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California.
w.	Choice of law	§ 24.A (Single Unit) § 24.A (Multi-Unit)	Subject to applicable state law, California; but if such law would not enforce an Agreement provision, then the law where Developer is located, if that state's law would enforce the provision.

(1) This provision may not be enforceable under certain state laws.

Provision		Section in Nontraditional License Agreement	Summary
a.	Term of the franchise	§ 1	20 year term
b.	Renewal or extension of the term	Not Applicable	No right of renewal.
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. We may in our sole discretion decide to grant you a new license (rewrite) based on your past performance and potential, your representation of the brand to your customers and community, payment history and overall financial condition, the location and operations of the restaurant, and the needs of the system as a whole, among other things. If offered, a rewrite may be for twenty years or shorter, and you may have to satisfy certain conditions as part of the rewrite commitment, including improving the restaurant to meet current standards, executing a General Release in favor of the Company (see Exhibit K), signing a new License Agreement and paying a new franchise fee, and amending your other existing License Agreements to reflect current provisions. The general

Provision		Section in Nontraditional License Agreement	Summary
			release is subject to restrictions in applicable state law. The new license agreement may contain materially different terms and conditions form the original franchise agreement. These conditions may require significant financial contributions.
d.	Termination by you	§ 15	If the Facility requests that you cease operating the nontraditional restaurant, you may terminate by providing Company sixty (60) days' written notice. Additionally, you may terminate under any grounds permitted by law.
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 15	We may terminate for cause.
g.	"Cause" defined - defaults which can be cured	§ 15	Failure to pay fees; having unsatisfied monetary judgment; selling unapproved product; transfer without consent; violation of covenants; denying right to inspect; failure to pay taxes; violation of labor laws; failure to meet required hours; failure to pay vendors; restaurant disrepair; failure to operate in accordance with the standards, including food safety standards; and other grounds.
h.	"Cause" defined - defaults which cannot be cured	§15	Your contract with the Facility terminates or expires, there is a threat to the public health or safety, multiple defaults.
i.	Your obligations on termination/nonrenewal	§ 16	Cease right to use Marks and System; return all Manuals and other confidential items; de-identify. Sell us all usable inventory of food supplies, paper goods, containers, and printed menus and other materials bearing our Marks; sell us restaurant equipment, furniture, fixtures and signs at fair

Provision		Section in Nontraditional License Agreement	Summary
			market value.
j.	Assignment of contract by the Company	§ 13	There are no limits on our assignment rights.
k.	"Transfer" by you - defined	§ 14	Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Nontraditional License Agreement, Licensee, the Licensed Restaurant, or the Licensed Location.
l.	The Company's approval of transfer by you	§ 14	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 14	Updated Certification of Entity Structure Form, complete financials, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected, personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	Not Applicable	
o.	The Company's option to purchase your business	§ 16.B.	Upon termination or expiration, we may purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value.
p.	Your death or disability	Not Applicable	
q.	Non-competition covenants during the term of the agreement	§ 17	Includes prohibition on engaging in, or having any interest in, certain restaurant businesses.
r.	Non-competition covenants after the	§ 17	Includes one-year prohibition on engaging in, or having any interest in,

Provision		Section in Nontraditional License Agreement	Summary
	agreement is terminated or expires		certain restaurant businesses. (1)
s.	Modification of the agreement	§ 18.A	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 18.A	Only the terms of the Nontraditional License Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise.
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v.	Choice of forum	§ 18.B	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other.
w.	Choice of law	§ 18.B	Subject to applicable state law, California law controls. You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.

ITEM 18
PUBLIC FIGURES

The Company does not currently use any public figure in our business name or trademarks, or use a public figure to endorse or recommend our franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is

included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Tables 1 and 2 include historical average, median, high and low gross sales of franchised Jack in the Box Restaurants and Tables 3 and 4 include historical sales and certain operating costs of franchised Jack in the Box Restaurants. Tables 1 and 3 exclude Jack in the Box Restaurants attached to convenience stores, in travel plazas, or located within an in-line facility ("C-Store Restaurants"). Table 2 provides historical average, median, high and low gross sales of franchised C-Store Restaurants. Table 4 includes historical sales and certain operating costs of franchised C-Store Restaurants.

The Restaurants included in the tables below were open for the twelve-month periods ending September 30, 2022 and September 30, 2023. No included Restaurant was closed for more than 5 days during those periods (except for (i) closures for standard holiday hours, and (ii) extraordinary weather events lasting no more than ten (10) calendar days). The Restaurants were operated by the same franchisee(s) for both of those periods.

Tables 1 and 3 represent 1,802 franchised Restaurants for 2022 and 1,831 franchised Restaurants for 2023. For 2022, the following franchised Restaurants were excluded: seventeen (17) restaurants that opened in 2022; twenty-five (25) restaurants that permanently closed in 2022; one hundred two (102) restaurants with insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2022 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred or company to franchisee transfer); thirteen (13) franchisee to company transfers; eighty-four (84) franchised C-Store Restaurants, and twenty-nine (29) restaurants operated in Hawaii/Guam. For 2023, the following franchised Restaurants were excluded: eighteen (18) restaurants that opened in 2023; eight (8) restaurants that permanently closed in 2023; fifty-five (55) restaurants with insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2023 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred or company to franchisee transfer); eighty-four (84) franchised C-Store Restaurants, and thirty (30) restaurants operated in Hawaii/Guam.

Tables 2 and 4 represent 83 franchised C-Store Restaurants for 2022 and 83 franchised C-Store Restaurants for 2023. For 2022, two (2) C-Store Restaurants were excluded due to insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2022 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred). For 2023, one (1) restaurant that permanently closed in 2023, three (3) C-Store Restaurants were excluded due to insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2023 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred).

Tables 3 and 4 provide selected historical costs for the Restaurants disclosed in the corresponding Tables 1 and 2. Tables 3 and 4 include only selected cost categories. Among others, we excluded: interest, income taxes, general and administrative expenses, officer compensation and other income and expenses. The franchisee information reflected in the Tables was prepared using financial information provided to us by franchisees. The franchisees' financial information is not audited and may not have been prepared in accordance with generally accepted accounting practices; however, we believe the information is reliable.

TABLE 1
Historical Gross Sales (1) at Franchised Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2022 & September 30, 2023

2023

	Average Gross Sales by Tier	# of Units Above Average	% of Units Above Average	High Gross Sales	Median Gross Sales	Low Gross Sales	Total Unit Count
Top	$2,776,551	233	38.1%	$5,955,582	$2,653,566	$2,256,136	611
Middle	$1,945,979	293	48.0%	$2,255,031	$1,932,109	$1,657,774	610
Bottom	$1,267,011	336	55.1%	$1,657,631	$1,309,502	$382,796	610
Total	**$1,996,940**	**856**	**46.8%**	**$5,955,582**	**$1,934,323**	**$382,796**	**1,831**

2022

	Average Gross Sales by Tier	# of Units Above Average	% of Units Above Average	High Gross Sales	Median Gross Sales	Low Gross Sales	Total Unit Count
Top	$2,580,822	234	38.9%	$5,468,388	$2,464,494	$2,104,739	601
Middle	$1,804,291	286	47.6%	$2,101,975	$1,796,151	$1,504,663	601
Bottom	$1,124,863	339	56.5%	$1,503,387	$1,178,161	$340,718	600
Total	**$1,837,053**	**859**	**47.7%**	**$5,468,388**	**$1,796,556**	**$340,718**	**1,802**

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TABLE 2

Historical Gross Sales [1] at Franchised C-Store Restaurants in the Continental U.S. for the 12-Month Periods Ended September 30, 2022 & September 30, 2023

2023

Total Units	Average Gross Sales	High Gross Sales	Median Gross Sales	Low Gross Sales
83	$1,734,303	$3,282,724	$1,765,612	$496,776

2022

Total Units	Average Gross Sales	High Gross Sales	Median Gross Sales	Low Gross Sales
83	$1,597,937	$2,970,344	$1,664,850	$436,222

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TABLE 3

Historical Average Gross Sales, Median Gross Sales and Select Costs of Franchised Restaurants in the Continental U.S. for the 12-Month Periods Ended September 30, 2022 & September 30, 2023

	2023				2022			
	Average Sales [14]	Median Results	Count Greater than Average	% Greater than Average	Average Sales [15]	Median Results	Count Greater than Average	% Greater than Average
Sales [1]	100.00%	100.00%	856	46.8%	100.00%	100.00%	859	47.7%
Cost of Sales [2]	28.7%	29.1%	877	47.9%	29.6%	29.8%	868	48.2%
Production Labor [3]	22.5%	22.9%	879	48.0%	23.3%	23.3%	851	47.2%
Management Comp [4]	3.6%	3.4%	728	39.8%	3.6%	3.5%	759	42.1%
Payroll Taxes/Ins [5]	3.4%	3.4%	854	46.6%	3.6%	3.5%	834	46.3%
Total Labor	29.4%	29.7%	866	47.3%	30.5%	30.5%	838	46.5%
Gross Profit [11]	42.0%	41.5%	858	46.9%	39.9%	39.6%	846	46.9%
Operating Costs								
Advertising [6]	5.1%	5.0%	849	46.4%	5.1%	5.1%	858	47.6%
Royalty [7]	5.1%	4.9%	815	44.5%	5.2%	5.0%	801	44.5%
Utilities [8]	3.4%	3.3%	808	44.1%	3.3%	3.1%	782	43.4%
Other Occupancy [9]	11.3%	11.4%	859	46.9%	11.9%	11.8%	849	47.1%
Other [10]	7.6%	7.8%	897	49.0%	7.5%	7.6%	851	47.2%
Total Operating Costs	32.5%	32.6%	849	46.4%	33.1%	32.7%	828	45.9%
Operating Margin [12]	9.4%	9.0%	859	46.9%	6.8%	6.4%	859	47.7%
EBITDAR [13]	19.7%	19.6%	875	47.8%	17.6%	17.1%	844	46.8%

TABLE 4

Historical Average Gross Sales, Median Gross Sales and Select Costs of Franchised C-Store Restaurants in the Continental U.S. for the 12-Month Periods Ended September 30, 2022 & September 30, 2023

	2023				2022			
	Average Sales [14]	Median Results	Count Greater than Average	% Greater than Average	Average Sales [15]	Median Results	Count Greater than Average	% Greater than Average
Sales [1]	100.00%	100.00%	43	51.8%	100.00%	100.00%	45	54.2%
Cost of Sales [2]	29.8%	28.6%	41	49.4%	30.6%	29.7%	44	53.0%
Production Labor [3]	22.6%	22.4%	42	50.6%	23.3%	21.2%	39	47.0%
Management Comp [4]	3.5%	3.5%	42	50.6%	3.8%	3.7%	45	54.2%
Payroll Taxes/Ins [5]	3.4%	3.2%	41	49.4%	3.7%	3.2%	39	47.0%
Total Labor	29.6%	28.4%	41	49.4%	30.8%	27.1%	38	45.8%
Gross Profit [11]	40.6%	38.6%	40	48.2%	38.7%	36.7%	39	47.0%
Operating Costs								
Advertising [6]	5.1%	5.0%	40	48.2%	5.1%	5.0%	44	53.0%
Royalty [7]	4.9%	4.9%	43	51.8%	5.1%	4.9%	42	50.6%
Utilities [8]	3.6%	3.2%	32	38.6%	3.5%	3.1%	36	43.4%
Other Occupancy [9]	12.3%	11.8%	39	47.0%	13.1%	12.8%	43	51.8%
Other [10]	7.6%	7.6%	44	53.0%	7.6%	7.2%	39	47.0%
Total Operating Costs	33.4%	32.9%	42	50.6%	34.4%	32.6%	40	48.2%
Operating Margin [12]	7.2%	6.8%	39	47.0%	4.2%	1.9%	39	47.0%
EBITDAR [13]	18.5%	16.9%	37	44.6%	16.3%	14.0%	38	45.8%

1. The term “Gross Sales” means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. Certain amounts are excluded from Gross Sales.
2. Food and packaging costs, less supplier rebates
3. Wages of hourly employees and team leaders, including overtime
4. Wages and bonuses paid to restaurant and assistant restaurant managers
5. Payroll taxes, paid time-off, workers’ compensation and medical insurance
6. Marketing Fee, as described in the franchise agreement, and restaurant specific promotional programs
7. Our standard royalty fee is 5% of Gross Sales
8. Electricity, gas, water, and sewer
9. Rent, building depreciation, taxes and licenses
10. Maintenance and repairs, menu panels, uniforms, supplies, bank charges, equipment depreciation and other services
11. The term “Gross Profit” means Gross Sales less cost of sales and total labor
12. The term “Operating Margin” means Gross Profit less total operating costs
13. Subtotals may not total due to rounding. The term “EBITDAR” means Operating Margin excluding Depreciation, Amortization, and Rent.
14. For Table 3: In 2023 average annual sales were at $2.0M, with the top third average at $2.78M and bottom third average at $1.27M. For Table 4: In 2023 average annual sales were at $1.79M, with the top third average at $4.24M and bottom third average at $0.5M
15. For Table 3: In 2022 average annual sales were at $1.84M, with the top third average at $2.58M and bottom third average at $1.12M. For Table 4: In 2022 average annual sales were at $1.6M, with the top third average at $2.97M and bottom third average at $0.44M.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance you will earn as much.

We encourage you to review this material with your attorney or accountant. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Except for the information in this Item 19, we do not make any representations about a franchisee’s future financial performance or the past financial performance of

company-owned or franchised outlets. 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 Senior Vice President, Chief Legal and Risk Officer, Sarah Super, 9357 Spectrum Center Blvd, San Diego, California 92123 (858) 571-2439, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2021 TO 2023

Outlet Type	Year	Outlets At The Start Of The Year	Outlets At The End Of The Year	Net Change
Franchised	2021	2097	2055	-42
	2022	2055	2034	-21
	2023	2034	2043	+9
Company-owned	2021	144	163	+19
	2022	163	146	-17
	2023	146	142	-4
Total Outlets	**2021**	**2241**	**2218**	**-23**
	2022	**2218**	**2180**	**-38**
	2023	**2180**	**2185**	**+5**

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2021 TO 2023

State	Year	Number of Transfers
California	2021	84
	2022	31
	2023	3
Hawaii	2021	0
	2022	0
	2023	28
Louisiana	2021	0
	2022	16
	2023	0

State	Year	Number of Transfers
North Carolina	2021	0
	2022	18
	2023	0
South Carolina	2021	0
	2022	8
	2023	0
Texas	2021	79
	2022	0
	2023	14
Total	**2021**	**163**
	2022	**73**
	2023	**45**

TABLE 3 - STATUS OF FRANCHISE OUTLETS
FOR FISCAL YEARS 2021 TO 2023

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Arizona	2021	168	2	0	2	0	0	168
	2022	168	3	1	0	0	0	170
	2023	170	3	0	0	0	0	173
California	2021	835	6	0	4	0	2	835
	2022	835	12	5	0	0	0	842*
	2023	842	8	0	2	0	3	845*
Colorado	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
	2023	17	0	0	0	0	0	17
Guam	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Hawaii	2021	30	0	0	0	0	0	30
	2022	30	0	2	0	0	0	28
	2023	28	0	0	0	0	0	28

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Idaho	2021	32	1	0	0	0	0	33
	2022	33	1	0	0	0	0	34
	2023	34	0	0	0	0	1	33
Illinois	2021	13	0	0	1	0	0	12
	2022	12	0	1	0	0	0	11
	2023	11	0	0	0	0	0	11
Indiana	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Kansas	2021	5	0	0	0	3	0	2
	2022	2	0	0	0	2	0	0
	2023	0	0	0	0	0	0	0
Louisiana	2021	17	0	0	0	0	1	16
	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
Missouri	2021	58	0	0	0	2	2	54
	2022	54	0	16	0	2	0	36
	2023	36	0	0	0	0	2	34
Nevada	2021	77	0	0	0	0	0	77
	2022	77	1	0	0	0	0	78
	2023	78	1	0	0	0	0	79
New Mexico	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
North Carolina	2021	19	0	0	0	0	1	18
	2022	18	0	0	0	0	0	18
	2023	18	0	0	0	0	0	18
Ohio	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Oklahoma	2021	9	0	0	0	0	1	8
	2022	8	1	2	0	0	0	7
	2023	7	0	0	0	0	0	7

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Oregon	2021	53	0	0	0	16	3	34
	2022	34	7	0	0	0	0	41
	2023	41	0	0	0	0	0	41
South Carolina	2021	10	0	0	0	0	1	9
	2022	9	0	1	0	0	0	8
	2023	8	0	0	0	0	0	8
Tennessee	2021	9	0	0	0	0	0	9
	2022	9	2	0	0	9	0	2
	2023	2	2	0	0	0	0	4
Texas	2021	579	5	0	3	0	12	569
	2022	569	3	11	0	0	0	561
	2023	561	7	0	2	0	3	563
Utah	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	0	5
Washington	2021	149	0	0	0	0	2	147
	2022	147	0	0	0	0	0	147
	2023	147	0	0	0	0	1	146
TOTAL	**2021**	**2097**	**14**	**0**	**10**	**21**	**25**	**2055**
	2022	**2055**	**31**	**39**	**0**	**13**	**0**	**2034**
	2023	**2034**	**23**	**0**	**4**	**0**	**10**	**2043**

**Jack in the Box* unit 3088 located at Petco Park baseball stadium in San Diego, California is not included in Table 3 because it is only open for operation during Major League Baseball games and other designated special events.

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2021	5	0	0	0	0	5
	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2021	108	0	0	1	0	107
	2022	107	0	0	0	6	101
	2023	101	0	0	1	3	97
Kansas	2021	0	0	3	0	0	3
	2022	3	0	2	0	0	5
	2023	5	0	0	0	0	5
Kentucky	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Missouri	2021	0	0	1	0	0	1
	2022	1	0	2	0	0	3
	2023	3	0	0	0	0	3
Oklahoma	2021	8	0	0	0	0	8
	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8
Oregon	2021	0	0	16	0	0	16
	2022	16	0	0	9	7	0
	2023	0	0	0	0	0	0
Tennessee	2021	0	0	0	0	0	0
	2022	0	0	9	5	2	2
	2023	2	0	0	0	2	0
Texas	2021	23	0	0	0	0	23
	2022	23	0	0	1	0	22
	2023	22	0	0	0	0	22
Utah	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
TOTAL	**2021**	**144**	**0**	**20**	**1**	**0**	**163**
	2022	**163**	**0**	**13**	**15**	**15**	**146**
	2023	**146**	**2**	**0**	**1**	**5**	**142**

TABLE 5 - PROJECTED OPENINGS AS OF OCTOBER 1, 2023

State	Franchise Agreements Signed but Outlets Not Opened (1)	Projected New Franchised Outlets in the Current Fiscal Year 2024	Projected New Company-Owned Outlets in the Current Fiscal Year 2024
Arizona	1	0	0
California	27	7	0
Colorado	3	0	0
Florida	1	0	0
Hawaii	0	1	0
Kentucky	0	0	1
Missouri	1	0	0
Pennsylvania	1	0	0
Texas	23	11	1
Utah	3	5	2
Washington	2	2	0
Tennessee	1	1	0
Total	**63**	**27**	**4**

(1) Company does not sign a franchise agreement for a new unit until the Restaurant is ready to open. Accordingly, Column 1 of table 5 labeled “Franchise Agreement signed but Outlets Not Yet Opened” includes the sites that developers/franchisees have submitted to Company and Company has accepted.

FRANCHISEES

Please see Exhibit D for:

- a list of all the current franchised locations, the franchisee’s name, and the location address and telephone number;
- a list of the names, addresses and telephone numbers of all franchisees who have had a restaurant terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during fiscal year 2023, or who have not communicated with the Company within the 10-week period before this Franchise Disclosure Document was issued; and
- franchisees that have signed a Franchise Agreement but not yet opened a restaurant.

FRANCHISEE ASSOCIATIONS

The Company is aware of two trade name-specific franchisee associations. One is called the National JIB Franchisee Association, Inc. ("NFA"), a California corporation. It can be contacted at P.O. Box 231034, San Diego, CA 92193 (619) 787-8309. The other is called the Jack in the Box Operators Association ("JOA"). It can be contacted at 4917 Genesta Avenue, Encino, CA 91316, (818) 285-2176. The Company does not sponsor or endorse either association.

The Company has formed an advisory council called the Leadership Advisory Council ("LAC"). Franchisee members are comprised of eight franchise operator members, who are elected based on designated marketing areas ("DMAs") as follows: (1) Western DMA – four members; (2) Southwest DMA – one member; (3) Southern DMA – two members; (4) Contiguous DMA – one member. Each elected franchise member serves a two year term, and must wait one term of two years before being eligible for re-election. The Company may appoint up to three members and may modify the membership of the LAC in its discretion. The LAC can be contacted at 9357 Spectrum Center Blvd, San Diego, California 92123 (858) 571-2121.

CONFIDENTIALITY AGREEMENTS

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Different Rules, LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21
FINANCIAL STATEMENTS

Attached hereto as Exhibit A are the audited consolidated financial statements of our parent company, Jack in the Box SPV Guarantor, LLC and its subsidiaries ("SPV"), as of October 1, 2023 and October 2, 2022, and the related consolidated statements of earnings, member's deficit, and cash flows for each of the fifty-two week periods ended October 1, 2023 and October 2, 2022, and for the fifty-three week period ended October 3, 2021. Under the Guaranty of Performance (included in Exhibit A), SPV has absolutely and unconditionally guaranteed our duties and obligations under the Franchise Agreement.

Also included are the audited consolidated balance sheets of our indirect parent company, Jack in the Box Inc. and subsidiaries as of October 1, 2023 and October 2, 2022, the related consolidated statements of earnings, comprehensive income, stockholders' deficit, and cash flows for each of the fifty-two week periods ended October 1, 2023 and October 2, 2022, and for the fifty-three week period ended October 3, 2021. These financials are being included for disclosure purposes only. As reflected in Item 1, Jack in the Box, Inc. is our Manager, performing certain services on our behalf. Jack in the Box, Inc. is not a party to the Franchise Agreement, Nontraditional

License Agreement, or Development Agreements we sign with franchisees, nor does it guarantee any of our obligations.

ITEM 22
CONTRACTS

The following contracts are attached:

EXHIBITS

E Statement of Prospective Franchisee
F-1 Franchise Agreement (and Amendment to Franchise Agreement for Incentive Program)
F-2 Nontraditional License Agreement
G-1 Single Unit Development Agreement
G-2 Multi-Unit Development Agreement
H Authorization for Prearranged Payments
I Promissory Note – Development Incentive Program
J Lease Agreement – Jack in the Box Franchised Restaurant
K General Release of All Claims
L Market Pulse Meeting Participation Agreement
M Equipment Brokerage Agreement
N Master Technology Agreement
O Stored Value Card Service Agreement
P State-Specific Disclosure Addenda and Agreement Amendments

ITEM 23
RECEIPT

The last two pages of this Disclosure Document are documents acknowledging receipt of the Disclosure Document ("Receipts"). You should detach one receipt, sign it and deliver it to us. You may keep the other for your records.

EXHIBIT A

FINANCIAL STATEMENTS

Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements
As of October 1, 2023 and October 2, 2022
(With Independent Auditors' Report Thereon)

Jack in the Box SPV Guarantor, LLC and Subsidiaries

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KPMG LLP
Suite 1100
4655 Executive Drive
San Diego, CA 92121-3132

Independent Auditors' Report

The Board of Managers
Jack in the Box SPV Guarantor, LLC:

Opinion

We have audited the consolidated financial statements of Jack in the Box SPV Guarantor, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of October 1, 2023 and October 2, 2022, and the related consolidated statements of earnings, member's deficit, and cash flows for each of the fifty-two week periods ended October 1, 2023 and October 2, 2022, and the fifty-three week period ended October 3, 2021, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of October 1, 2023 and October 2, 2022, and the results of its operations and its cash flows for each of the fifty-two week periods ended October 1, 2023 and October 2, 2022, and for the fifty-three week period ended October 3, 2021 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Notes 1, 7 and 10 to the consolidated financial statements, the Company has various agreements with its parent and affiliates related to administrative, management, support activities and various other items. The accompanying consolidated financial statements may not be indicative of conditions that would have existed if Jack in the Box SPV Guarantor, LLC had been operated as an unaffiliated entity. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

San Diego, California
January 12, 2024

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands)

	October 1, 2023	October 2, 2022
ASSETS		
Current assets:		
Cash	$ 12,128	$ 52,885
Restricted cash	28,254	27,150
Accounts and other receivables, net	68,701	77,599
Inventories	1,954	2,028
Prepaid expenses	1,533	3,341
Current assets held for sale	11,712	16,218
Other current assets	3,930	3,301
Total current assets	128,212	182,522
Property and equipment, net	219,631	207,376
Operating lease right-of-use assets	677,165	671,492
Other assets, net	76,550	73,968
	$ 1,101,558	$ 1,135,358
LIABILITIES AND MEMBER'S DEFICIT		
Current liabilities:		
Current maturities of long-term debt	$ 29,836	$ 30,019
Current operating lease liabilities	77,983	91,918
Accounts payable	27,246	17,554
Accrued liabilities	55,477	51,242
Related party payable, net	42,563	40,693
Total current liabilities	233,105	231,426
Long-term liabilities:		
Long-term debt, net of current maturities	1,724,551	1,799,094
Long-term operating lease liabilities, net of current portion	610,805	590,674
Other long-term liabilities	36,367	37,111
Total long-term liabilities	2,371,723	2,426,879
Member's deficit:		
Member's contribution, net	(2,372,299)	(2,169,062)
Retained earnings	869,029	646,115
Total member's deficit	(1,503,270)	(1,522,947)
	$ 1,101,558	$ 1,135,358

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands)

	52-week period ended October 1, 2023	52-week period ended October 2, 2022	53-week period ended October 3, 2021
Revenues:			
Company restaurant sales	$ 394,274	$ 385,138	$ 373,017
Franchise rental revenues	230,420	218,717	224,588
Franchise royalties and other	214,171	202,772	203,420
Franchise contributions for advertising and other services	210,185	193,159	198,638
Revenue from affiliates	2,516	3,648	1,929
Total revenue	1,051,566	1,003,434	1,001,592
Operating costs and expenses, net:			
Food and packaging	124,287	123,301	108,402
Payroll and employee benefits	118,905	123,020	113,559
Occupancy and other	64,306	65,026	58,493
Franchise occupancy expenses	132,833	129,049	129,908
Franchise support and other costs	(763)	3,593	570
Franchise advertising and other services expenses	215,361	197,803	200,996
Management fees	53,998	54,142	54,935
Selling, general, and administrative expenses	20,548	19,853	19,693
Depreciation and amortization	24,037	26,197	31,548
Other operating income, net	(7,785)	(27,682)	(5,410)
Loss (gain) on the sale of company-operated restaurants	442	(3,919)	—
Total costs and expenses	746,169	710,383	712,694
Earnings from operations	305,397	293,051	288,898
Interest expense, net	82,483	83,456	67,359
Net earnings	$ 222,914	$ 209,595	$ 221,539

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT

(In thousands)

	Member's Contributions, Net	Retained Earnings	Total
Balance at September 27, 2020	$ (1,210,630)	$ 214,981	$ (995,649)
Member's contributions	47,737	—	47,737
Net earnings	—	221,539	221,539
Distributions to affiliates	(269,715)	—	(269,715)
Balance at October 3, 2021	$ (1,432,608)	$ 436,520	$ (996,088)
Member's contributions	25,256	—	25,256
Net earnings	—	209,595	209,595
Distributions to affiliates	(761,710)	—	(761,710)
Balance at October 2, 2022	$ (2,169,062)	$ 646,115	$ (1,522,947)
Member's contributions	92,156	—	92,156
Net earnings	—	222,914	222,914
Distributions to affiliates	(295,393)	—	(295,393)
Balance at October 1, 2023	$ (2,372,299)	$ 869,029	$ (1,503,270)

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	52-week period ended October 1, 2023	52-week period ended October 2, 2022	53-week period ended October 3, 2021
Cash flows from operating activities:			
Net earnings	$ 222,914	$ 209,595	$ 221,539
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	24,037	26,197	31,548
Franchise tenant improvement allowance amortization and other	3,913	3,887	2,877
Amortization of debt issuance costs	4,902	5,308	5,595
Loss on extinguishment of debt	—	5,575	—
Gains on the disposition of property and equipment	(9,509)	(31,048)	(6,846)
Losses (gains) on the sale of company-operated restaurants	442	(3,919)	—
Other, net	557	3,131	1,826
Changes in assets and liabilities, excluding dispositions:			
Accounts and other receivables	(1,132)	(10,064)	5,851
Inventories	74	2	(301)
Prepaid expenses and other current assets	3,405	799	203
Operating lease right-of-use assets and lease liabilities	(25)	(85)	(14,209)
Accounts payable	406	10,908	726
Accrued liabilities	4,102	4,538	12,979
Related party payable, net	1,370	853	(11,278)
Other assets and liabilities	1,297	(1,300)	(1,022)
Cash flows provided by operating activities	256,753	224,377	249,488
Cash flows from investing activities:			
Proceeds from the sale and leaseback of assets	3,673	10,768	3,884
Proceeds from the sale of property and equipment	24,537	29,325	9,775
Proceeds from the sale of company-operated restaurants	743	5,000	—
Cash flows provided by investing activities	28,953	45,093	13,659
Cash flows from financing activities:			
Proceeds from issuance of debt	—	1,100,000	—
Borrowings on variable funding notes	—	55,000	—
Repayments of variable funding notes	—	(5,000)	(107,875)
Principal repayments on debt	(29,966)	(587,906)	(755)
Debt issuance costs	—	(18,150)	—
Distributions to affiliates	(295,393)	(761,710)	(258,928)
Cash flows used in financing activities	(325,359)	(217,766)	(367,558)
Net (decrease) increase in cash and restricted cash	(39,653)	51,704	(104,411)
Cash and restricted cash at beginning of year	80,035	28,331	132,742
Cash and restricted cash at end of year	$ 40,382	$ 80,035	$ 28,331
Supplemental cash flow information:			
Cash paid for interest	$ 78,689	$ 70,233	$ 60,298
Non-cash financing and investing activities:			
Contributions of net assets from affiliate	$ 92,156	$ 25,256	$ 47,737
Repayment of variable funding notes	$ (50,000)	$ —	$ —
Right-of-use assets exchanged for operating lease obligations	$ 98,797	$ 127,777	$ 107,140
Distributions payable to affiliate	$ —	$ —	$ 10,787
Property and equipment included in accounts payable and accrued liabilities	$ (816)	$ 197	$ 1,532
Notes and accounts receivable from the sale of restaurant properties	$ —	$ 10,001	$ —

See accompanying notes to consolidated financial statements.

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization — Jack in the Box SPV Guarantor, LLC ("Jack in the Box SPV Guarantor" and together with its subsidiaries, the "Company," "we,", "us" or "our") is a bankruptcy-remote, special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Jack in the Box Inc. ("Jack in the Box"). Jack in the Box operates and franchises Jack in the Box® quick-service restaurants. At October 1, 2023, Jack in the Box operated and franchised 142 and 2,044 restaurants, respectively.

The Company was formed in connection with an anticipated securitization financing (the "Securitization Transaction"), which was completed on July 8, 2019 (the "Closing Date"). On the Closing Date, Jack in the Box contributed to the Company substantially all of the assets included on the Company's balance sheet at inception.

Basis of presentation — The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). The accompanying consolidated financial statements include the accounts of Jack in the Box SPV Guarantor and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Use of estimates — In preparing the consolidated financial statements in conformity with U.S. GAAP, management is required to make certain assumptions and estimates that affect reported amounts of assets, liabilities, revenues, expenses, and the disclosure of contingencies. Actual amounts could differ materially from these estimates.

Fiscal year — The Company's fiscal year consists of 52 or 53 weeks ending on the Sunday closest to September 30. The 2023 fiscal year ended on October 1, 2023 and contained 52 weeks. The 2022 fiscal year ended on October 2, 2022 and contained 52 weeks. The 2021 fiscal year ended on October 3, 2021 and contained 53 weeks.

Business and operations — Jack in the Box SPV Guarantor serves as the holding company of Jack in the Box Funding, LLC ("Jack in the Box Funding" or the "Master Issuer"). Jack in the Box Funding was formed to enter into a base indenture and a related supplemental indenture (collectively, the "Indenture") and its primary purpose is to hold such long-term debt and make the related principal and interest payments on the debt. Jack in the Box Funding has two wholly-owned subsidiaries: Different Rules, LLC ("Different Rules") and Jack in the Box Properties, LLC ("JIB Properties").

Different Rules was formed primarily to serve as the franchisor of Jack in the Box brand restaurants. On the Closing Date, Jack in the Box contributed all franchise agreements and development agreements with respect to Jack in the Box brand franchised restaurants, and together with future franchisee payments thereon. In addition, Jack in the Box contributed to the Company certain intellectual property, consisting of substantially all of its existing and after-acquired intellectual property, including software and all future licensing fees.

JIB Properties was formed primarily to operate certain restaurants and manage its real estate and lease portfolio, which includes leasing and/or subleasing real estate to franchisees for the operation of Jack in the Box restaurants. Also on the Closing Date, Jack in the Box contributed to JIB Properties its company-operated restaurants and related restaurant assets, as well as certain owned and leased real estate located in the United States. Following the Closing Date, all new leases or subleases for the operation or franchising of Jack in the Box restaurants will be entered into by JIB Properties. As of October 1, 2023, JIB Properties operated 131 restaurants.

Different Rules and JIB Properties entered into a Guarantee and Collateral Agreement on July 8, 2019, pursuant to which they will guarantee the obligations of the Master Issuer under the Indenture by pledging substantially all of its assets to the trustee as security for such guarantee obligations (the "Guarantors"). See Note 4, *Indebtedness*, for further details.

The Guarantors and the Master Issuer (the "Securitization Entities") have entered into a management agreement with Jack in the Box and the indenture trustee (the "Management Agreement"), whereby Jack in the Box will act as the manager (the "Manager") of the development and franchising of Jack in the Box restaurants, as the Company has no employees. The primary responsibilities of the Manager under the Management Agreement will be to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, real estate, intellectual property and operational and reporting services on behalf of the Securitization Entities. In addition, the Manager is responsible for paying for all capital assets on behalf of the Securitization Entities and contributing the resulting assets to the applicable Securitization Entity. Different Rules

and JIB Properties are required to distribute their excess cash flows to JIB Funding pursuant to the Indenture. JIB Funding uses the funds to, among other things, service its debt obligations and pay fees to the manager. The Company's results of operations may not be indicative of those that would be achieved if the Company had operated as an unaffiliated company on a stand-alone basis.

Restricted cash — In accordance with the terms of our securitized financing facility, certain cash balances are required to be held in trust and are restricted in their use. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of interest and commitment fees for the Class A-1 and Class A-2 Notes due on a quarterly basis. As of October 1, 2023 and October 2, 2022, restricted cash balances were $28.3 million and $27.2 million, respectively.

Accounts and other receivables, net — Our accounts and other receivables, net is primarily comprised of receivables from franchisees and credit card processors. Franchisee receivables primarily include rents, property taxes, royalties, marketing, and technology support fees associated with lease and franchise agreements, and notes from certain of our franchisees. We accrue interest on notes receivable based on the contractual terms. The allowance for doubtful accounts is based on historical experience and a review of existing receivables.

The Company closely monitors the financial condition of our franchisees and estimates the allowance for credit losses based on the lifetime expected loss on receivables. These estimates are based on historical collection experience with our franchisees as well as other factors, including current market conditions and events. Credit quality is monitored through the timing of payments compared to predefined aging criteria and known facts regarding the financial condition of the franchisee or customer. Account balances are charged off against the allowance after recovery efforts have ceased. The Company's allowance for receivables have not historically been material. The following table summarizes the activity in our allowance for doubtful accounts (*in thousands*):

	2023	2022
Balance as of beginning of period	$ (5,234)	$ (3,120)
Reversal (provision) for expected credit losses	1,295	(3,574)
Contribution of fully reserved notes receivable	—	(1,136)
Write-offs charged against the allowance	—	2,596
Balance as of end of period	$ (3,939)	$ (5,234)

Inventories — Our inventories consist principally of food, packaging, and supplies, and are valued at the lower of cost or market on a first-in, first-out basis.

Assets held for sale — Our assets held for sale typically includes property we plan to sell within the next year. If the determination is made that we no longer expect to sell an asset within the next year, the asset is reclassified out of assets held for sale. Long-lived assets that meet the held for sale criteria are reported at the lower of their carrying value or fair value, less estimated costs to sell.

Property and equipment, net — Expenditures for new facilities and equipment, and those that substantially increase the useful lives of the property, are capitalized. Facilities leased under finance leases are stated at the present value of minimum lease payments at the beginning of the lease term, not to exceed fair value. Maintenance and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts, and gains or losses on the dispositions are included in "Other operating (income) expense, net" in the accompanying consolidated statements of earnings.

Buildings, equipment and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $24.0 million, $26.2 million, and $31.5 million in 2023, 2022, and 2021, respectively.

Impairment of long-lived assets — We evaluate long-lived assets, such as property and equipment and operating lease right-of-use assets, for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. Long-lived assets are grouped for recognition and measurement of impairment at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets. The impairment test for long-lived assets requires us to assess the recoverability of long-lived assets by comparing their net carrying value to the sum of undiscounted estimated future cash flows directly associated with and arising from our use and eventual disposition of the assets. If the carrying amount of a long-lived asset group exceeds the sum of related undiscounted future cash flows, we recognize an impairment loss by the amount that the carrying value of the assets exceeds fair value.

Leases — We evaluate the contracts entered into by the Company to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales-type or direct financing lease where the Company is a lessor, based on their terms.

The lease term and incremental borrowing rate for each lease requires judgement by management and can impact the classification of our leases as well as the value of our lease assets and liabilities. When determining the lease term, we consider option periods available, and include option periods in the measurement of the lease right-of-use ("ROU") asset and lease liability where the exercise is reasonably certain to occur. As our leases do not provide an implicit discount rate, we have determined it is appropriate to use our estimated collateralized incremental borrowing rate, based on the yield curve for the respective lease terms, in calculating our lease liabilities.

Revenue recognition — "Company restaurant sales" include revenue recognized upon delivery of food and beverages to the customer at company-operated restaurants, which is when our obligation to perform is satisfied. Company restaurant sales exclude taxes collected from the Company's customers. Gift cards, upon customer purchase, are recorded as deferred income and are recognized in revenue as they are redeemed.

The Company operates loyalty programs in which members earn points primarily for food purchases. Points can then be redeemed for special reward offers. The Company allocates the consideration received on loyalty orders between the food purchased and the loyalty points earned, taking into consideration the expected redemption rate of loyalty points. The consideration allocated to the food is recognized as revenue at the time of sale. The consideration allocated to the loyalty points earned is deferred until the loyalty points are redeemed or expire.

"Franchise rental revenues" received from franchised restaurants based on fixed rental payments are recognized as revenue over the term of the lease. Rental revenue from properties owned and leased by the Company and leased or subleased to franchisees is recognized on a straight-line basis over the respective term of the lease. Certain franchise rents, which are contingent upon sales levels, are recognized in the period in which the contingency is met.

"Franchise royalties and other" includes royalties and franchise and other fees received from franchisees. Royalties are based upon a percentage of sales of the franchised restaurant and are recognized as earned. Franchise royalties are billed on a monthly basis. Franchise fees when a new restaurant opens or at the start of a new franchise term are recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement.

"Franchise contributions for advertising and other services" includes franchisee contributions to our marketing fund billed on a monthly basis and technology fees, as required under the franchise agreements. Contributions to our marketing fund are based on a percentage of sales and recognized as earned. Technology services are recognized when the services are transferred to the franchisee.

Advertising costs — The Manager is responsible for performing certain marketing services on behalf of the Securitization Entities. These activities are supported primarily by financial contributions from franchise and company-operated restaurants based on a percentage of gross sales. As franchisor, contributions to the marketing fund are billed and collected by the Company. Upon collection, these fees are remitted directly to the Manager as they are excluded from collections used to service its debt obligations. In 2023, 2022, and 2021, marketing fees were approximately 5.0% of sales.

The Company incurs various advertising costs, including contributions to a marketing fund administered by the Manager based upon a percentage of net sales by company-operated restaurants. All advertising costs are expensed as incurred and are included in "Selling, general, and administrative expenses" in the accompanying consolidated statements of earnings. In 2023, 2022, and 2021, advertising costs were $19.7 million, $19.3 million, and $18.7 million, respectively.

Income taxes — The Company is a single-member limited liability company which has not elected to be taxed as an association. Consequently, the Company is treated as a disregarded entity and not subject to United States federal and state income taxes separately from its sole member, Jack in the Box Inc., the Company's ultimate parent. Therefore, no U.S. income taxes, or deferred tax assets or liabilities have been recorded in the consolidated financial statements.

Contingencies — We recognize liabilities for contingencies when we have an exposure that indicates it is probable that an asset has been impaired or that a liability has been incurred and the amount of impairment or loss can be reasonably estimated. Our ultimate legal and financial liability with respect to such matters cannot be estimated with certainty and requires the use of estimates. When the reasonable estimate is a range, the recorded loss will be the best estimate within the range. We record legal settlement costs when those costs are probable and reasonably estimable. Refer to Note 9, *Commitments and Contingencies*, for additional information.

Effect of new accounting pronouncements adopted in fiscal year — There were no recently adopted accounting pronouncements in 2023.

Effect of new accounting pronouncements to be adopted in future periods — We reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact on our consolidated financial statements.

2. REVENUE

Nature of products and services — We derive revenue from retail sales at Jack in the Box company-operated restaurants and rental revenue, royalties, advertising, and franchise and other fees from franchise-operated restaurants.

Our franchise arrangements generally provide for an initial franchise fee of $50,000 per restaurant and generally require that franchisees pay royalty and marketing fees based on a percentage of gross sales. The agreements also require franchisees to pay technology support and other miscellaneous fees.

Disaggregation of revenue — The following table disaggregates revenue by primary source for each of the following fiscal years *(in thousands)*:

	2023	2022	2021
Company restaurant sales	$ 394,274	$ 385,138	$ 373,017
Franchise rental revenues [1]	231,991	220,909	225,779
Franchise royalties [2]	208,010	190,358	194,646
Marketing fees	199,917	183,076	188,184
Technology fees	10,268	10,083	10,454
Franchise fees and other services	7,106	13,870	9,512
Total revenue	$ 1,051,566	$ 1,003,434	$ 1,001,592

(1) Includes amounts allocated from revenue from affiliates relating to rental revenue.
(2) Includes amounts allocated from revenue from affiliates relating royalty revenue.

Contract liabilities — Our contract liabilities consist of deferred revenue resulting from initial fees received from franchisees for new restaurant openings or new franchise terms, which are generally recognized over the franchise term. We classify these contract liabilities as "Accrued liabilities" and "Other long-term liabilities" in our consolidated balance sheets.

A summary of significant changes in our contract liabilities for the periods ended October 1, 2023, October 2, 2022, and October 3, 2021 is presented below *(in thousands)*:

	2023	2022
Deferred franchise fees at beginning of period	$ 37,463	$ 40,432
Revenue recognized during the period	(5,097)	(5,694)
Additions during the period	3,273	2,725
Deferred franchise fees at end of period	$ 35,639	$ 37,463

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period *(in thousands)*:

2024	$ 4,728
2025	4,510
2026	4,189
2027	3,838
2028	3,227
Thereafter	15,147
	$ 35,639

Additionally, as of October 1, 2023 and October 2, 2022, approximately $3.5 million and $2.5 million, respectively, of development fees related to unopened stores are included in either other accrued liabilities or other long-term liabilities on the consolidated balance sheets. Timing of revenue recognition is dependent upon the timing of store openings and are recognized over the franchise term at the date of opening.

We have applied the optional exemption, as provided for under ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), which allows us to not disclose the transaction price allocated to unsatisfied performance obligations when the transaction price is a sales-based royalty.

3. SUMMARY OF REFRANCHISINGS AND ASSETS HELD FOR SALE

Refranchisings — The following table summarizes the number of restaurants sold to franchisees and gains recognized in each fiscal year (*dollars in thousands*):

	2023	2022	2021
Restaurants sold to Jack in the Box franchisees	3	6	—
Proceeds from the sale of company-operated restaurants	$ 743	$ 5,000	$ —
Net assets sold (primarily property and equipment)	(528)	(1,081)	—
Sublease liabilities	(421)	—	—
Other	(236)	—	—
(Loss) Gain on the sale of company-operated restaurants	$ (442)	$ 3,919	$ —

Assets held for sale — Assets classified as held for sale consisted of the following at each fiscal year-end (*in thousands*):

	October 1, 2023	October 2, 2022
Restaurant properties held for sale (1)	$ 11,097	$ 14,127
Other property and equipment held for sale (2)	615	2,091
Assets held for sale	$ 11,712	$ 16,218

(1) Consists of properties that are currently leased to franchisees which we intend to sell the underlying real estate directly to the franchisee and/or sell and leaseback with a third party within the next twelve months.
(2) Consists primarily of owned properties of closed restaurants which we are actively marketing for sale.

4. INDEBTEDNESS

The detail of our long-term debt at the end of each fiscal year is as follows (*in thousands*):

	October 1, 2023	October 2, 2022
Series 2019-1 Class A-2-II Notes	$ 268,125	$ 270,875
Series 2019-1 Class A-2-III Notes	438,750	443,250
Series 2022-1 Class A-2-I Notes	533,500	544,500
Series 2022-1 Class A-2-II Notes	533,500	544,500
Series 2022-1 Variable Funding Notes	—	50,000
Finance lease obligations	1,141	1,094
Total debt	1,775,016	1,854,219
Less current maturities of long-term debt	(29,836)	(30,019)
Less unamortized debt issuance costs	(20,629)	(25,106)
Long-term debt	$ 1,724,551	$ 1,799,094

Securitized refinancing transaction — On February 11, 2022, the Company completed the sale of $550.0 million of its Series 2022-1 3.445% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes") and $550.0 million of its Series 2022-1 4.136% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II" and, together with the Class A-2-I Notes, the "2022 Notes"). Interest payments on the 2022 Notes are payable on a quarterly basis. The anticipated repayment dates of the 2022 Class A-2-I Notes and the Class A-2-II Notes are February 2027 and February 2032, respectively (the "Anticipated Repayment Dates"), unless earlier prepaid to the extent permitted under the indenture that will govern the 2022 Notes. The anticipated repayment dates of the existing 2019-1 Class A-2-II Notes and the Class A-2-III Notes are August 2026 and August 2029, respectively.

The Company also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Secured Notes (the "Variable Funding Notes"), which permits borrowings up to a maximum of $150.0 million, subject to certain borrowing conditions, a portion of which may be used to issue letters of credit. As of October 1, 2023, we did not have any outstanding borrowings and had available borrowing capacity of $100.5 million, net of letters of credits issued of $49.5 million.

The net proceeds of the sale of the 2022 Notes were used to repay in full the $570.7 million in aggregate outstanding principal amount of the Company's Series 2019-1 Class A-2-I Notes, together with the applicable make-whole premium and unpaid interest. As a result, the Company recorded a loss on early extinguishment of debt of $5.6 million during the second quarter of 2022, which was comprised of the write-off of certain deferred financing costs and a specified make-whole premium payment, and is presented in "Interest expense, net" in the consolidated statement of earnings. Additionally, in connection with the 2022 Notes, the Company capitalized $17.4 million of debt issuance costs, which are being amortized into interest expense over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of February 2027 using the straight-line method. As of October 1, 2023, effective interest rates, including the amortization of debt issuance costs, were 4.851%, 5.258%, 3.796%, and 4.347% for the Series 2019-1 Class A-2-II Notes, Series 2019-1 Class A-2-III Notes, Series 2022-1 Class A-2-I Notes, and Series 2022-1 Class A-2-II Notes, respectively.

The 2022 Notes were issued in a privately placed securitization transaction pursuant to which certain of the Company's revenue-generating assets, consisting principally of franchise-related agreements, real estate assets, and intellectual property and license agreements for the use of intellectual property, are held by the Master Issuer and certain other limited-purpose, bankruptcy remote, wholly owned indirect subsidiaries of the Company that act as Guarantors of the Notes and that have pledged substantially all of their assets, excluding certain real estate assets and subject to certain limitations, to secure the Notes.

The quarterly principal payment on the Class A-2 Notes may be suspended when the specified leverage ratio, which is a measure of outstanding debt to earnings before interest, taxes, depreciation, and amortization, adjusted for certain items (as defined in the Indenture), is less than or equal to 5.0x. Exceeding the leverage ratio of 5.0x does not violate any covenant related to the Class A-2 Notes. Subsequent to closing the issuance of the 2022 Notes, the Company has had a leverage ratio of greater than 5.0x and, accordingly, the Company is making the scheduled principal payments on its 2022 Notes and Series 2019-1 Notes.

Variable Funding Notes — Depending on the type of borrowing under the Variable Funding Notes, interest on the Variable Funding Notes is based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate for U.S. Dollars or (iv) the lenders' commercial paper funding rate plus any applicable margin, as set forth in the Variable Funding Note Purchase Agreement. There is a scaled commitment fee on the unused portion of the Variable Funding Notes facility of between 50 and 100 basis points. It is anticipated that the principal and interest on the Variable Funding Notes will be repaid in full on or prior to August 2027, subject to two one-year extensions at the option of the Company. During 2023, Jack in the Box, Inc. repaid the debt on the Variable Funding Notes. As of October 1, 2023, the weighted average interest rate on borrowings under the Variable Funding Notes was 6.322%.

Guarantees and collateral — Pursuant to the Guarantee and Collateral Agreement, dated July 8, 2019, among the Guarantors, in favor of the trustee, the Guarantors guarantee the obligations of the Master Issuer under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets. The Notes are secured by a security interest in substantially all of the assets of the Securitization Entities. The assets of the Securitization Entities include most of the revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain company-operated restaurants, intellectual property and license agreements for the use of intellectual property. Upon certain triggering events, mortgages will be required to be prepared and recorded on the real estate assets.

Covenants and restrictions — The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes in full by the applicable anticipated repayment date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. As of October 1, 2023, we were in compliance with all of our debt covenant requirements and were not subject to any rapid amortization events.

Maturities of long-term debt — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of October 1, 2023, principal payments on our long-term debt outstanding at October 1, 2023 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

2024	$ 29,836
2025	29,805
2026	289,125
2027	516,000
2028	15,500
Thereafter	894,750
	$ 1,775,016

5. FAIR VALUE MEASUREMENTS

Financial assets and liabilities —The following table presents the carrying value and estimated fair value of our Class A-2 Notes as of October 1, 2023 and October 2, 2022 (*in thousands*):

	October 1, 2023		October 2, 2022	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Series 2019 Class A-2 Notes	$ 706,875	$ 640,046	$ 714,125	$ 641,851
Series 2022 Class A-2 Notes	$ 1,067,000	$ 903,056	$ 1,089,000	$ 917,428

The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. As of October 1, 2023, the Company had no outstanding borrowings under its Variable Funding Notes. The fair value of these loans approximates carrying value due to the variable rate nature of these borrowings.

Non-financial assets and liabilities — Our non-financial instruments, which primarily consist of property and equipment and operating lease right-of-use assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If the carrying values are not fully recoverable, they are written down to fair value. Refer to Note 8, *Other Operating (Income) Expense, Net*, for further details on impairment charges recognized in 2023.

6. LEASES

Nature of leases — We own restaurant sites and we also lease restaurant sites from third parties. Some of these owned or leased sites are leased and/or subleased to franchisees. Initial terms of our real estate leases are generally 20 years, exclusive of options to renew, which are generally exercisable at our sole discretion for 1 to 20 years. In some instances, our leases have provisions for contingent rentals based upon a percentage of defined revenues. Many of our restaurants also have rent escalation clauses and require the payment of property taxes, insurance, and maintenance costs. Variable lease costs include contingent rent, cost-of-living index adjustments, and payments for additional rent such as real estate taxes, insurance and common area maintenance, which are excluded from the measurement of the lease liability. We also lease certain restaurant and office equipment with initial terms generally ranging from 3 to 8 years. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As lessor, our leases and subleases primarily consist of restaurants that have been leased to franchisees subsequent to refranchising transactions. The lease descriptions, terms, variable lease payments and renewal options are generally the same as the lessee leases described above. Revenues from leasing arrangements with our franchisees are presented in “Franchise rental revenues” in the accompanying consolidated statements of earnings, and the related expenses are presented in “Franchise occupancy expenses.”

Company as lessee — Leased assets and liabilities consisted of the following as of October 1, 2023 and October 2, 2022 *(in thousands)*:

	October 1, 2023	October 2, 2022
Assets:		
Operating lease ROU assets	$ 677,165	$ 671,492
Finance lease ROU assets (1)	791	652
Total ROU assets	$ 677,956	$ 672,144
Liabilities:		
Current operating lease liabilities	$ 77,983	$ 91,918
Current finance lease liabilities (2)	586	768
Long-term operating lease liabilities	610,805	590,674
Long-term finance lease liabilities (2)	555	326
Total lease liabilities	$ 689,929	$ 683,686

(1) Included in "Property and equipment, net" on our consolidated balance sheets.
(2) Included in "Current maturities of long-term debt" and "Long-term debt, net of current maturities" on our consolidated balance sheets.

The following table presents the components of our lease costs in fiscal 2023 and 2022 (*in thousands*):

	2023	2022
Finance lease cost:		
Amortization of ROU assets (1)	$ 627	$ 719
Interest on lease liabilities (2)	43	48
Operating lease cost (3)	122,527	121,469
Short-term lease cost (3)	152	27
Variable lease cost (3)(4)	29,886	28,757
	$ 153,235	$ 151,020

(1) Included in "Depreciation and amortization" in our consolidated statements of earnings.
(2) Included in "Interest expense, net" in our consolidated statements of earnings.
(3) Operating lease, short-term and variable lease costs associated with franchisees and company-operated restaurants are included in "Franchise occupancy expenses" and "Occupancy and other," respectively, in our consolidated statements of earnings. For our closed restaurants, these costs are included in "Other operating (income) expense, net."
(4) Includes $24.6 million and $24.3 million in 2023 and 2022, respectively, of property taxes and common area maintenance costs which are reimbursed by sub-lessees.

The following table presents supplemental information related to leases:

	October 1, 2023	October 2, 2022
Weighted-average remaining lease term (in years):		
Finance leases	1.7	1.4
Operating leases	10.1	9.6
Weighted-average discount rate:		
Finance leases	7.1 %	3.3 %
Operating leases	5.2 %	4.5 %

The following table presents as of October 1, 2023, the annual maturities of our lease liabilities (*in thousands*):

	Finance Leases	Operating Leases
Fiscal year:		
2024	$ 645	$ 110,784
2025	576	112,236
2026	16	104,737
2027	—	100,969
2028	—	78,881
Thereafter	—	403,070
Total future lease payments (1)	$ 1,237	$ 910,677
Less: imputed interest	(96)	(221,889)
Present value of lease liabilities	$ 1,141	$ 688,788
Less current portion	(586)	(77,983)
Long-term lease obligations	$ 555	$ 610,805

(1) Total future lease payments include non-cancellable commitments of $1.2 million for finance leases and $683.8 million for operating leases.

Assets recorded under finance leases are included in property and equipment, and consisted of the following at each fiscal year-end (*in thousands*):

	2023	2022
Buildings	$ 863	$ 863
Equipment	5,759	5,207
Less accumulated amortization	(5,831)	(5,417)
	$ 791	$ 653

The following table includes supplemental cash flow and non-cash information related to our lessee leases (*in thousands*):

	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 122,207	$ 121,382
Operating cash flows from financing leases	$ 43	$ 48
Financing cash flows from financing leases	$ 716	$ 774
Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets:		
Right-of-use assets obtained in exchange for new operating lease obligations	$ 98,797	$ 127,777

Sale leaseback transactions **—** In fiscal 2023, we sold one restaurant property in a sale and leaseback transaction for net proceeds of $3.7 million, and recorded total losses of less than $0.1 million. The lease has been accounted for as an operating lease and contains an initial term of 20 years.

In fiscal 2022, we sold four restaurant properties in sale and leaseback transactions for net proceeds of $10.8 million and recorded total losses of $0.2 million. The leases have been accounted for as operating leases and contain initial terms of 16 years and 20 years.

In fiscal 2021, we sold two restaurant properties in sale and leaseback transactions for net proceeds of $3.9 million and recorded total gains of less than $0.1 million. The leases have been accounted for as operating leases and contain an initial term of 20 years.

Company as lessor — The following table presents rental income (*in thousands*):

	2023			2022		
	Owned Properties	Leased Properties	Total	Owned Properties	Leased Properties	Total
Operating lease income - franchise	$ 17,643	$ 133,179	$ 150,822	$ 19,058	$ 127,621	$ 146,679
Variable lease income - franchise	12,636	66,934	79,570	12,368	59,670	72,038
Amortization of sublease assets and liabilities, net	—	28	28	—	—	—
Franchise rental revenues (1)	$ 30,279	$ 200,141	$ 230,420	$ 31,426	$ 187,291	$ 218,717
Operating lease income - closed restaurants and other (2)	$ 76	$ 2,951	$ 3,027	$ 60	$ 2,988	$ 3,048

(1) Excludes amounts allocated from revenue from affiliates relating to rental revenue.
(2) Primarily relates to closed restaurant properties included in “Other operating (income) expense, net" in our consolidated statements of earnings.

The following table presents as of October 1, 2023, future minimum rental receipts for non-cancellable leases and subleases (*in thousands*):

	October 1, 2023
Fiscal year:	
2024	$ 143,731
2025	150,589
2026	141,986
2027	139,518
2028	113,162
Thereafter	593,076
Total minimum rental receipts	$ 1,282,062

Assets held for lease and included in property and equipment consisted of the following at each fiscal year-end (*in thousands*):

	October 1, 2023	October 2, 2022
Land	$ 78,219	$ 75,845
Buildings	502,281	509,378
Equipment	—	39
	580,500	585,262
Less accumulated depreciation	(432,861)	(432,636)
	$ 147,639	$ 152,626

7. MEMBER'S DEFICIT

Capital contributions — In 2023, Jack in the Box made capital contributions to the Company of $92.2 million, primarily related to the repayment of debt on the 2022 Variable Funding Notes, funding of capital expenditures, prepaid software, as well as franchise incentives and franchise tenant improvement. In 2022, Jack in the Box made capital contributions to the Company of $25.3 million, primarily related to funding of capital expenditures, capitalized software, franchise incentives, franchise tenant improvement, as well as a contribution of additional leased real estate assets. In 2021, Jack in the Box made capital contributions to the Company of $47.7 million, primarily related to funding of capital expenditures, capitalized software, franchise tenant improvement and capital incentives, as well as a contribution of additional leased real estate assets.

Distributions to affiliates — The Company distributes its retained collections in excess of cash required to service its debt obligations to the Manager at its discretion and in accordance with the Indenture. Distributions made by the Company to the Manager was $295.4 million, $761.7 million, and $269.7 million in 2023, 2022 and 2021, respectively. The 2022 distribution includes $561.3 million related to residual proceeds from the 2022 securitized refinancing transaction and borrowings on the 2022 Variable Funding Notes.

8. OTHER OPERATING (INCOME) EXPENSE, NET

	2023	2022	2021
Gains on disposition of property and equipment, net	$ (9,509)	$ (31,048)	$ (6,846)
Restaurant impairment charges	163	1,734	—
Costs of closed restaurants and other	1,176	985	377
Accelerated depreciation	385	647	1,059
	$ (7,785)	$ (27,682)	$ (5,410)

Gains on disposition of property and equipment, net — In 2023 and 2022, gains on disposition primarily relate to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale. In 2021, the gains primarily relate to the sale of closed restaurant properties.

Restaurant impairment charges — Restaurant impairment charges related to Jack in the Box restaurants leased or subleased to franchisees for which the lease and franchise agreements were early terminated during the year.

Restaurant closing costs — Cost of closed restaurants primarily include ongoing costs associated with closed restaurants and cancelled project costs.

Accelerated depreciation — When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized. In 2023, 2022, and 2021 accelerated depreciation primarily related to restaurant remodels.

9. COMMITMENTS AND CONTINGENCIES

Commitments — We have entered into long-term beverage agreements with The Coca-Cola Company and Dr. Pepper / Seven Up, Inc., which provide fountain products and certain marketing support funding to the Company and its franchisees. These agreements require minimum purchases of fountain beverage syrup, by the Company and its franchisees at agreed upon prices until the total volume commitments have been reached. The volume commitments are not subject to any time limit and as of October 1, 2023, we estimate that it will take approximately two years to complete the Coca-Cola purchase commitment and approximately four years to complete the Dr. Pepper purchase commitment. The Company estimates future annual purchases under these agreements to be approximately $28.0 million as of October 1, 2023 based on the expected ratio of usage at company-operated to franchise restaurants.

Legal matters — The Company is subject to matters of litigation arising in the ordinary course of its business as a franchisor. In the opinion of management, the outcome of these matters is not likely to have a material impact on the financial position of the Company.

10. RELATED PARTY TRANSACTIONS

Management Agreement — In accordance with the Management Agreement, Jack in the Box Inc. will manage and service the Securitized Assets in its capacity as the Manager under the Management Agreement. The primary responsibilities of the Manager under the Management Agreement will be to administer Collections and otherwise manage the Securitized Assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, development, real estate, intellectual property, technology and operational and reporting services on behalf of the Securitization Entities with respect to the Securitized Assets. In exchange for providing such services, Jack in the Box Inc. will be entitled to receive a weekly management fee subject to funds availability. The weekly management fee is determined by dividing: (i) an amount equal to the sum of (a) a base fee of $17.0 million, plus (b) a fee of $15,000 for each Securitized Franchised Restaurant and Non-Securitization Entity Company Restaurant and $33,000 for each Securitized Company Restaurant as of such date; by (ii) 52 weeks. The fee is subject to a 2.0% increase as of each anniversary of the Closing Date.

The Company incurred management fees of $54.0 million, $54.1 million, and $54.9 million in 2023, 2022, and 2021, respectively, which are included in "Management fees" in the accompany consolidated statements of earnings. Payables for these management fees as of October 1, 2023 and October 2, 2022 were $1.7 million and $1.3 million, respectively, which are included in "Related party payable, net" in our consolidated balance sheets.

Restaurants operated by affiliates — The Company earns fees for licensing to Jack in the Box Inc., for a 99-year term, a non-exclusive right to use and sublicense the Securitization IP in connection with the operation of company-operated restaurants for a royalty fee equal to five percent of the gross sales of each restaurant. As of October 1, 2023 and October 2, 2022, there were 11 and 10 restaurants, respectively, operated by Jack in the Box Inc. The Company received royalties of $0.9 million, $1.5 million, and $0.7 million in 2023, 2022, and 2021, respectively, and are included in "Revenue from affiliates" in the accompany consolidated statements of earnings. The Company also earns rental income for each restaurant owned by Jack in the Box which are operated on real estate owned and leased by JIB Properties. The Company earned rental income of $1.6 million, $2.2 million, and $1.2 million in 2023, 2022, and 2021, respectively, and are included in "Revenue from affiliates" in the accompany consolidated statements of earnings. Receivables for rent and royalties as of October 1, 2023 and October 2, 2022 were $0.2 million and $0.3 million, respectively and are included in "Related party payable, net" in our consolidated balance sheets.

Marketing and technology fees — As the franchisor, the Company bills and collects marketing and technology fees from franchisees. Upon collection, these fees are remitted directly to the Manager as they are excluded from collections used to service its debt obligations. These fees are included in "Franchise contributions for advertising and other services" in our consolidated statement of earnings. The Company receives a charge from the Manager equivalent to fees billed. Costs charged from the Manager were $215.4 million, $197.8 million and $201.0 million in 2023, 2022, and 2021, respectively, and are included in "Franchise advertising and other services expenses" in our consolidated statements of earnings. Payables for these charges as of October 1, 2023 and October 2, 2022 were $18.9 million and $19.3 million, respectively, which are included in "Related party payable" in our consolidated balance sheets.

"Related party payable, net" also includes amounts due to Jack in the Box of $22.2 million and $20.4 million as of October 1, 2023 and October 2, 2022, respectively, to reimburse Jack in the Box for company-operated restaurant expenses, including labor and benefits paid on behalf of the Company, as well as payables for distributions of excess cash flows to the Manager.

11. SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT INFORMATION (*in thousands*)

	October 1, 2023	October 2, 2022
Accounts and other receivables, net:		
Trade	$ 70,241	$ 71,172
Notes receivable	1,890	8,271
Other	509	3,390
Allowance for doubtful accounts	(3,939)	(5,234)
	$ 68,701	$ 77,599
Property and equipment, net:		
Land	$ 77,474	$ 71,754
Buildings	597,136	591,099
Restaurant and other equipment	85,157	75,470
Construction in progress	6,343	5,713
Accumulated depreciation and amortization	(546,479)	(536,660)
	$ 219,631	$ 207,376
Other assets, net:		
Deferred rent receivable	$ 24,686	$ 25,990
Franchise tenant improvement allowances	31,933	25,725
Capitalized software implementation costs	—	1,658
Notes receivable, less current portion	8,801	10,131
Deferred finance fees	2,299	2,724
Other	8,831	7,740
	$ 76,550	$ 73,968
Accrued liabilities:		
Deferred rent income	$ 12,590	$ 11,951
Accrued interest	11,725	11,221
Deferred franchise fees	4,729	4,760
Sales and property taxes	16,841	16,584
Other	9,592	6,726
	$ 55,477	$ 51,242
Other long-term liabilities:		
Deferred franchise fees	$ 30,910	$ 32,703
Other	5,457	4,408
	$ 36,367	$ 37,111

12. SUBSEQUENT EVENTS

In preparing the consolidated financial statements, the Company has evaluated significant events occurring subsequent to October 1, 2023 through January 12, 2024, the date of the issuance of the consolidated financial statements. The Company determined there were no subsequent events that required recognition or disclosure.

GUARANTEE OF PERFORMANCE

For value received, Jack in the Box SPV Guarantor, LLC a Delaware limited liability company (the "**Guarantor**"), located at 9357 Spectrum Center Blvd, San Diego, CA 92123, absolutely and unconditionally guarantees to assume the duties and obligations of Different Rules, LLC, located at 9357 Spectrum Center Blvd, San Diego, CA 92123 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued March 14, 2024, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, which ever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at San Diego, California, on the 14th day of March, 2024.

Guarantor: Jack in the Box SPV Guarantor, LLC

By: _____

Name: Michael J. Snider
Title: Assistant Secretary

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Schedules not filed: All schedules have been omitted as the required information is inapplicable, immaterial, or the information is presented in the consolidated financial statements or related notes.

KPMG LLP
Suite 1100
4655 Executive Drive
San Diego, CA 92121-3132

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Jack in the Box Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Jack in the Box Inc. and subsidiaries (the Company) as of October 1, 2023 and October 2, 2022, the related consolidated statements of earnings, comprehensive income, stockholders' deficit, and cash flows for each of the fifty-two week periods ended October 1, 2023 and October 2, 2022, and for the fifty-three week period ended October 3, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of October 1, 2023 and October 2, 2022, and the results of its operations and its cash flows for each of the fifty-two week periods ended October 1, 2023 and October 2, 2022, and for the fifty-three week period ended October 3, 2021, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of goodwill related to the Del Taco brand

As discussed in Notes 1 and 5 to the consolidated financial statements, the goodwill balance as of October 1, 2023 was $194.0 million related to the Del Taco brand. Goodwill is evaluated for impairment annually

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during the third quarter of each year, or more frequently if indicators of impairment are present. Goodwill is evaluated for impairment by determining whether the fair value of the Company's reporting units exceed their carrying values. The Company's reporting units are their two restaurant brands, Jack in the Box and Del Taco.

We identified the evaluation of the goodwill impairment analysis for the Del Taco brand reporting unit as a critical audit matter. Evaluating the estimated fair value of the reporting unit involved a high degree of subjective auditor judgment. Specifically, the revenue growth rate assumptions used in estimating the fair value of the Del Taco brand reporting unit were challenging to evaluate as changes in these assumptions could have had a significant effect on the Company's assessment of the impairment of the goodwill of that reporting unit.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's goodwill impairment assessment process, which included a control related to the review of the revenue growth rate assumptions used in the projected financial information. We evaluated the reasonableness of the revenue growth rate assumptions for the Del Taco brand reporting unit by comparing the revenue growth rate assumptions to industry reports. We also compared the Company's revenue growth rate assumptions to historical revenue growth rate trends to assess the Company's ability to accurately forecast. In addition, we performed sensitivity analyses over the Company's revenue growth rate assumptions to assess the impact any changes to those assumptions could have had on the Company's fair value estimate.

KPMG LLP

We have served as the Company's auditor since 1986.

San Diego, California
November 21, 2023

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data)

	October 1, 2023	October 2, 2022
ASSETS		
Current assets:		
Cash	$ 157,653	$ 108,890
Restricted cash	28,254	27,150
Accounts and other receivables, net	99,678	103,803
Inventories	3,896	5,264
Prepaid expenses	16,911	16,095
Current assets held for sale	13,925	17,019
Other current assets	5,667	4,772
Total current assets	325,984	282,993
Property and equipment, at cost:		
Land	92,007	86,134
Buildings	968,221	960,984
Restaurant and other equipment	166,714	163,527
Construction in progress	31,647	18,271
	1,258,589	1,228,916
Less accumulated depreciation and amortization	(846,559)	(810,752)
Property and equipment, net	412,030	418,164
Other assets:		
Operating lease right-of-use assets	1,397,555	1,332,135
Intangible assets, net	11,330	12,324
Trademarks	283,500	283,500
Goodwill	329,986	366,821
Other assets, net	240,707	226,569
Total other assets	2,263,078	2,221,349
	$ 3,001,092	$ 2,922,506
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Current maturities of long-term debt	$ 29,964	$ 30,169
Current operating lease liabilities	142,518	171,311
Accounts payable	84,960	66,271
Accrued liabilities	302,178	253,932
Total current liabilities	559,620	521,683
Long-term liabilities:		
Long-term debt, net of current maturities	1,724,933	1,799,540
Long-term operating lease liabilities, net of current portion	1,265,514	1,165,097
Deferred tax liabilities	26,229	37,684
Other long-term liabilities	143,123	134,694
Total long-term liabilities	3,159,799	3,137,015
Stockholders' deficit:		
Preferred stock $0.01 par value, 15,000,000 shares authorized, none issued	—	—
Common stock $0.01 par value, 175,000,000 shares authorized, 82,645,814 and 82,580,599 issued, respectively	826	826
Capital in excess of par value	520,076	508,323
Retained earnings	1,937,598	1,842,947
Accumulated other comprehensive loss	(51,790)	(53,982)
Treasury stock, at cost, 62,910,964 and 61,799,221 shares, respectively	(3,125,037)	(3,034,306)
Total stockholders' deficit	(718,327)	(736,192)
	$ 3,001,092	$ 2,922,506

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands, except per share data)

	Fiscal Year		
	2023	2022	2021
Revenues:			
Company restaurant sales	$ 846,278	$ 701,070	$ 387,766
Franchise rental revenues	364,591	340,391	346,634
Franchise royalties and other	240,515	216,821	204,725
Franchise contributions for advertising and other services	240,922	209,801	204,545
	1,692,306	1,468,083	1,143,670
Operating costs and expenses, net:			
Food and packaging	250,836	216,345	113,006
Payroll and employee benefits	274,598	232,250	119,033
Occupancy and other	163,273	135,803	61,743
Franchise occupancy expenses	229,602	215,609	214,913
Franchise support and other costs	12,328	16,490	13,052
Franchise advertising and other services expenses	253,533	218,272	210,328
Selling, general, and administrative expenses	172,872	130,823	81,959
Depreciation and amortization	62,287	56,100	46,500
Pre-opening costs	1,385	1,110	775
Other operating expense (income), net	10,837	889	(3,382)
Gains on the sale of company-operated restaurants	(17,998)	(3,878)	(4,203)
	1,413,553	1,219,813	853,724
Earnings from operations	278,753	248,270	289,946
Other pension and post-retirement expenses, net	6,967	303	881
Interest expense, net	82,446	86,075	67,458
Earnings from continuing operations and before income taxes	189,340	161,892	221,607
Income taxes	58,514	46,111	55,852
Net earnings	$ 130,826	$ 115,781	$ 165,755
Net earnings per share — basic	$ 6.35	$ 5.46	$ 7.40
Net earnings per share — diluted	$ 6.30	$ 5.45	$ 7.37
Cash dividends declared per common share	$ 1.76	$ 1.76	$ 1.68

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In thousands)

	Fiscal Year		
	2023	2022	2021
Net earnings	$ 130,826	$ 115,781	$ 165,755
Other comprehensive income:			
Actuarial gains arising during the period	823	24,249	44,134
Amortization of actuarial losses and prior service cost reclassified to earnings	2,154	3,238	4,931
	2,977	27,487	49,065
Tax effect	(785)	(7,215)	(12,714)
Other comprehensive income, net of taxes	2,192	20,272	36,351
Comprehensive income	$ 133,018	$ 136,053	$ 202,106

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal Year		
	2023	2022	2021
Cash flows from operating activities:			
Net earnings	$ 130,826	$ 115,781	$ 165,755
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	62,287	56,100	46,500
Amortization of franchise tenant improvement allowances and incentives	4,647	4,446	3,450
Amortization of debt issuance costs	5,040	5,496	5,595
Loss on extinguishment of debt	—	7,700	—
Tax deficiency (excess tax benefits) from share-based compensation arrangements	71	123	(1,160)
Deferred income taxes	(11,989)	7,857	8,008
Share-based compensation expense	11,205	7,122	4,048
Pension and postretirement expense	6,967	303	881
(Gains) losses on cash surrender value of company-owned life insurance	(7,346)	12,668	(12,753)
Gains on the sale of company-operated restaurants	(17,998)	(3,878)	(4,203)
Gains on the disposition of property and equipment	(8,171)	(30,533)	(6,888)
Impairment charges and other	6,217	8,219	2,889
Changes in assets and liabilities, excluding acquisitions and dispositions:			
Accounts and other receivables	(4,048)	(18,143)	5,072
Inventories	1,367	304	(269)
Prepaid expenses and other current assets	(1,422)	(3,275)	(2,766)
Operating lease right-of-use assets and lease liabilities	2,364	2,593	(24,784)
Accounts payable	(1,692)	16,243	(3,091)
Accrued liabilities	47,459	(9,081)	28,990
Pension and postretirement contributions	(6,241)	(6,690)	(6,084)
Franchise tenant improvement allowance and incentive disbursements	(3,265)	(2,989)	(8,568)
Other	(1,272)	(7,484)	500
Cash flows provided by operating activities	215,006	162,882	201,122
Cash flows from investing activities:			
Purchases of property and equipment	(74,954)	(46,475)	(41,008)
Proceeds from the sale and leaseback of assets	3,673	10,768	3,884
Acquisition of Del Taco, net of cash acquired	—	(580,793)	—
Proceeds from the sale of company-operated restaurants	85,221	6,391	1,827
Proceeds from the sale of property and equipment	25,214	31,161	11,742
Other	3,065	360	2,626
Cash flows provided by (used in) investing activities	42,219	(578,588)	(20,929)
Cash flows from financing activities:			
Borrowings on revolving credit facilities	—	68,000	—
Repayments of borrowings on revolving credit facilities	(50,000)	(18,000)	(107,875)
Proceeds from issuance of debt	—	1,100,000	—
Principal repayments on debt	(30,109)	(588,064)	(829)
Debt issuance costs	—	(20,599)	—
Dividends paid on common stock	(35,890)	(36,987)	(37,322)
Proceeds from issuance of common stock	263	51	6,647
Repurchases of common stock	(90,029)	(25,000)	(200,000)
Payroll tax payments for equity award issuances	(1,593)	(1,223)	(4,166)
Cash flows (used in) provided by financing activities	(207,358)	478,178	(343,545)
Net increase (decrease) in cash and restricted cash	49,867	62,472	(163,352)
Cash and restricted cash at beginning of year	136,040	73,568	236,920
Cash and restricted cash at end of year	$ 185,907	$ 136,040	$ 73,568

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT
(Dollars in thousands)

	Number of Shares	Amount	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total
Balance at September 27, 2020	82,369,714	$ 824	$ 489,515	$ 1,636,211	$ (110,605)	$ (2,809,306)	$ (793,361)
Shares issued under stock plans, including tax benefit	166,345	1	6,646	—	—	—	6,647
Share-based compensation	—	—	4,048	—	—	—	4,048
Dividends declared	—	—	232	(37,554)	—	—	(37,322)
Purchases of treasury stock	—	—	—	—	—	(200,000)	(200,000)
Net earnings	—	—	—	165,755	—	—	165,755
Other comprehensive income	—	—	—	—	36,351	—	36,351
Balance at October 3, 2021	82,536,059	825	500,441	1,764,412	(74,254)	(3,009,306)	(817,882)
Shares issued under stock plans, including tax benefit	44,540	1	50	—	—	—	51
Share-based compensation	—	—	7,122	—	—	—	7,122
Dividends declared	—	—	261	(37,246)	—	—	(36,985)
Purchases of treasury stock	—	—	—	—	—	(25,000)	(25,000)
Fair value of assumed Del Taco RSAs attributable to pre-combination service	—	—	449	—	—	—	449
Net earnings	—	—	—	115,781	—	—	115,781
Other comprehensive income	—	—	—	—	20,272	—	20,272
Balance at October 2, 2022	82,580,599	826	508,323	1,842,947	(53,982)	(3,034,306)	(736,192)
Shares issued under stock plans, including tax benefit	65,215	—	263	—	—	—	263
Share-based compensation	—	—	11,205	—	—	—	11,205
Dividends declared	—	—	285	(36,175)	—	—	(35,890)
Purchases of treasury stock	—	—	—	—	—	(90,731)	(90,731)
Net earnings	—	—	—	130,826	—	—	130,826
Other comprehensive income	—	—	—	—	2,192	—	2,192
Balance at October 1, 2023	82,645,814	$ 826	$ 520,076	$ 1,937,598	$ (51,790)	$ (3,125,037)	$ (718,327)

See accompanying notes to consolidated financial statements.

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of operations — Jack in the Box Inc. (the "Company"), together with its consolidated subsidiaries, develops, operates, and franchises quick-service restaurants under the Jack in the Box® and Del Taco® restaurant brands.

On March 8, 2022, the Company acquired Del Taco Restaurants, Inc. ("Del Taco") for cash according to the terms and conditions of the Agreement and Plan of Merger, dated as of December 5, 2021. Del Taco is a nationwide operator and franchisor of restaurants featuring fresh and fast Mexican and American inspired cuisines. Refer to Note 3, *Business Combination*, for further details.

As of October 1, 2023, there were 142 company-operated and 2,044 franchise-operated Jack in the Box restaurants and 171 company-operated and 421 franchise-operated Del Taco restaurants.

References to the Company throughout these notes to the consolidated financial statements are made using the first-person notations of "we," "us," and "our."

Basis of presentation — The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC").

Certain prior period information on the consolidated statement of earnings has been reclassified to conform to the current year presentation.

Fiscal year — The Company's fiscal year is the 52 or 53 weeks ending the Sunday closest to September 30. Our Del Taco subsidiary operates on a fiscal year ending the Tuesday closest to September 30. Comparisons throughout these notes to the consolidated financial statements refer to the 52-week periods ended October 1, 2023 and October 2, 2022, for fiscal years 2023 and 2022, and the 53-week period ended October 3, 2021, for fiscal year 2021.

Principles of consolidation — The accompanying consolidated financial statements include the accounts of Jack in the Box Inc. and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated upon consolidation.

Use of estimates — In preparing the consolidated financial statements in conformity with U.S. GAAP, management is required to make certain assumptions and estimates that affect reported amounts of assets, liabilities, revenues, expenses, and the disclosure of contingencies. In making these assumptions and estimates, management may from time to time seek advice and consider information provided by actuaries and other experts in a particular area. Actual amounts could differ materially from these estimates.

Restricted cash — In accordance with the terms of our securitized financing facility, certain cash balances are required to be held in trust. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of quarterly interest and commitment fees required for the Class A-2 Notes and Variable Funding Notes. As of October 1, 2023 and October 2, 2022, restricted cash balances were $28.3 million and $27.2 million, respectively.

Accounts and other receivables, net — Our accounts and other receivables, net is primarily comprised of receivables from franchisees, tenants, credit card processors, and insurance receivables. Franchisee receivables primarily include rents, property taxes, royalties, marketing, sourcing and technology support fees associated with lease and franchise agreements, and notes from certain of our franchisees. Tenant receivables relate to subleased properties where we are on the master lease agreement. We accrue interest on notes receivable based on the contractual terms.

The Company closely monitors the financial condition of our franchisees and estimates the allowance for credit losses based on the lifetime expected loss on receivables. These estimates are based on historical collection experience with our franchisees as well as other factors, including current market conditions and events. Credit quality is monitored through the timing of payments compared to predefined aging criteria and known facts regarding the financial condition of the franchisee or customer. Account balances are charged off against the allowance after recovery efforts have ceased. The Company's allowance for doubtful accounts has not historically been material. The following table summarizes the activity in our allowance for doubtful accounts (*in thousands*):

	2023	2022
Balance as of beginning of period	$ (5,975)	$ (6,292)
Reversal (provision) for expected credit losses, net	1,788	(4,744)
Write-offs charged against the allowance	41	5,061
Balance as of end of period	$ (4,146)	$ (5,975)

Inventories — Our inventories consist principally of food, packaging, and supplies, and are valued at the lower of cost or market on a first-in, first-out basis.

Internal-use Software Costs — The Company capitalizes costs incurred to implement software solely for its internal use, including (i) hosted applications used to deliver the Company's support services, and (ii) certain implementation costs incurred in a hosting arrangement that is a service contract when the preliminary project stage is complete, management with the relevant authority authorizes and commits to the funding of the software project, and it is probable the project will be completed and used to perform the intended function. Software implementation costs are capitalized to either other current assets or other long-term assets on the Company's consolidated balance sheet and amortized over the estimated useful life of the developed software. Software implementation costs capitalized were $7.9 million and $10.7 million as of the end of fiscal year 2023 and 2022, respectively. Related amortization expense for software implementation costs was $5.0 million, $5.1 million and $2.5 million during fiscal years 2023, 2022 and 2021, respectively.

Assets held for sale — Our assets held for sale typically includes property we plan to sell within the next year. If the determination is made that we no longer expect to sell an asset within the next year, the asset is reclassified out of assets held for sale. Long-lived assets that meet the held for sale criteria are reported at the lower of their carrying value or fair value, less estimated costs to sell.

Property and equipment, net — Expenditures for new facilities and equipment, and those that substantially increase the useful lives of the property, are capitalized. Facilities leased under finance leases are stated at the present value of minimum lease payments at the beginning of the lease term, not to exceed fair value. Maintenance and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts, and gains or losses on the dispositions are included in “Other operating expense (income), net” in the accompanying consolidated statements of earnings.

Buildings, equipment, and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $61.7 million, $55.8 million, and $46.5 million in fiscal year 2023, 2022, and 2021, respectively.

Impairment of long-lived assets — We evaluate long-lived assets, such as property and equipment and operating lease right-of-use assets, for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. Long-lived assets are grouped for recognition and measurement of impairment at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets. The impairment test for long-lived assets requires us to assess the recoverability of long-lived assets by comparing their net carrying value to the sum of undiscounted estimated future cash flows directly associated with and arising from our use and eventual disposition of the assets. If the carrying amount of a long-lived asset group exceeds the sum of related undiscounted future cash flows, we recognize an impairment loss by the amount that the carrying value of the assets exceeds fair value. Refer to Note 9, *Other Operating Expense (Income), Net*, for additional information.

Goodwill and trademarks — Goodwill is the excess of the purchase price over the fair value of identifiable net assets acquired, if any. We generally record goodwill in connection with the acquisition of restaurants from franchisees or the acquisition of another business. Likewise, upon the sale of restaurants to franchisees, goodwill is decremented. The amount of goodwill written-off is determined as the fair value of the business disposed of as a percentage of the fair value of the reporting unit retained. If the business disposed of was never fully integrated into the reporting unit after its acquisition, and thus the benefits of the acquired goodwill were never realized, the current carrying amount of the acquired goodwill is written off. Goodwill is not amortized and has been assigned to reporting units for purposes of impairment testing. Our two restaurant brands, Jack in the Box and Del Taco, are both operating segments and reporting units.

Goodwill is evaluated for impairment annually during the third quarter of each year, or more frequently if indicators of impairment are present. We first assess qualitative factors to determine whether the existence of events or circumstances lead to a determination that it is more likely than not that the fair value of a reporting unit or indefinite-lived asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value is less than the carrying amount, we perform a single-step impairment test. To perform our impairment analysis, we estimate the fair value of the reporting unit and compare it to the carrying value. If the carrying value exceeds the fair value, an impairment loss is recognized equal to the excess.

We evaluate our indefinite-lived intangible assets for impairment on an annual basis or more often if an event occurs or circumstances change that indicate impairments might exist. We perform our annual test for impairment of our indefinite-lived intangible assets during the third quarter. We may elect to perform a qualitative assessment to determine whether it is more likely than not that the fair value of an indefinite-lived intangible asset is greater than its carrying value. If a qualitative assessment is not performed, or if as a result of a qualitative assessment it is not more likely than not that the fair value of an indefinite-lived intangible asset exceeds its carrying value, then the asset's fair value is compared to its carrying value. Fair value is an estimate of the price a willing buyer would pay for the intangible asset and is estimated by discounting the expected future after-tax cash flows associated with the intangible asset.

During the fourth quarter of 2023, we performed a qualitative test for the fair value of the Jack in the Box reporting unit, noting that the fair value was substantially in excess of its respective carrying value. During the fourth quarter of 2023, we also performed a qualitative tests over the Del Taco reporting unit and of the Del Taco indefinite-lived trademarks, noting that it was not more likely than not that the carrying value was greater than its fair value. Recently, during the third quarter of 2023, we had performed quantitative tests over the Del Taco reporting unit and of the Del Taco indefinite-lived trademarks, and their fair values were in excess of their carrying values by approximately 9% and 13%, respectively, as of the testing date.

Intangible assets, net — Intangible assets primarily include franchise contracts, reacquired franchise rights and sublease assets. Franchise contracts, which represent the fair value of franchise agreements based on the projected royalty revenue stream as of the acquisition date, are amortized on a straight-line basis to "Depreciation and amortization expense" in the consolidated statements of earnings over the remaining term of the franchise agreements. Reacquired franchise rights are recorded in connection with our acquisition of franchised restaurants and are amortized on a straight-line basis to "Depreciation and amortization expense" in the consolidated statements of earnings over the term of the former franchise agreement. Sublease assets, which represent subleases with stated rent above comparable market rents, are amortized on a straight-line basis to "Franchise rental revenues" in the consolidated statements of earnings over the term of the related sublease.

Company-owned life insurance — We have purchased company-owned life insurance ("COLI") policies to support our non-qualified benefit plans. The cash surrender values of these policies were $113.2 million and $108.9 million as of October 1, 2023 and October 2, 2022, respectively, and are included in "Other assets, net", in the accompanying consolidated balance sheets. Changes in cash surrender values are included in "Selling, general and administrative expenses" in the accompanying consolidated statements of earnings. These policies reside in an umbrella trust for use only to pay plan benefits to participants or to pay creditors if the Company becomes insolvent.

Leases — We evaluate the contracts entered into by the Company to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property, plant, and equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales-type, or direct financing lease where the Company is a lessor, based on their terms.

The lease term and incremental borrowing rate for each lease requires judgement by management and can impact the classification of our leases as well as the value of our lease assets and liabilities. When determining the lease term, we consider option periods available, and include option periods in the measurement of the lease right-of-use ("ROU") asset and lease liability where the exercise is reasonably certain to occur. As our leases do not provide an implicit discount rate, we have determined it is appropriate to use our estimated collateralized incremental borrowing rate, based on the yield curve for the respective lease terms, in calculating our lease liabilities.

Revenue recognition — "Company restaurant sales" include revenue recognized upon delivery of food and beverages to the customer at company-operated restaurants, which is when our obligation to perform is satisfied. Company restaurant sales exclude taxes collected from the Company's customers. Gift cards, upon customer purchase, are recorded as deferred income and are recognized in revenue as they are redeemed.

The Company operates loyalty programs in which members earn points primarily for food purchases. Points can then be redeemed for special reward offers. The Company allocates the consideration received on loyalty orders between the food purchased and the loyalty points earned, taking into consideration the expected redemption rate of loyalty points. The consideration allocated to the food is recognized as revenue at the time of sale. The consideration allocated to the loyalty points earned is deferred until the loyalty points are redeemed or expire.

"Franchise rental revenues" received from franchised restaurants based on fixed rental payments are recognized as revenue over the term of the lease. Rental revenue from properties owned and leased by the Company and leased or subleased to franchisees is recognized on a straight-line basis over the respective term of the lease. Certain franchise rents, which are contingent upon sales levels, are recognized in the period in which the contingency is met.

"Franchise royalties and other" primarily includes royalties and franchise fees received from our franchisees. Royalties are based upon a percentage of sales of the franchised restaurant and are recognized as earned. Franchise royalties are billed on a monthly or weekly basis. Franchise fees when a new restaurant opens or at the start of a new franchise term are recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement.

"Franchise contributions for advertising and other services" includes franchisee contributions to our marketing funds billed on a monthly or weekly basis and sourcing and technology fees, as required under the franchise agreements. Contributions to our marketing funds are based on a percentage of sales and recognized as earned. Sourcing and technology services are recognized when the goods or services are transferred to the franchisee.

Gift cards — We sell gift cards to our customers in our restaurants and through selected third parties. The gift cards sold to our customers have no stated expiration dates and are subject to actual or potential escheatment rights in several of the jurisdictions in which we operate. We recognize income from gift cards when redeemed by the customer. Deferred gift card income totaled $2.9 million and $4.1 million as of October 1, 2023 and October 2, 2022, respectively, and are included in "Accrued liabilities", in the accompanying consolidated balance sheets.

While we will continue to honor all gift cards presented for payment, we may determine the likelihood of redemption to be remote for certain card balances due to, among other things, long periods of inactivity. In these circumstances, to the extent we determine there is no requirement for remitting balances to government agencies under unclaimed property laws, card balances may be recognized as income in our consolidated statements of earnings. Amounts recognized on unredeemed gift card balances were $1.6 million, $0.7 million, and $0.6 million in fiscal 2023, 2022, and 2021, respectively.

Pre-opening costs — Pre-opening costs associated with the opening of a new restaurant or the remodeling of an existing restaurant consist primarily of property rent and employee training costs. Pre-opening costs associated with the opening of a restaurant that was closed upon acquisition consist of labor costs, maintenance and repair costs, and property rent.

Self-insurance — We are self-insured for a portion of our workers' compensation, general liability, employee medical and dental, and automotive claims. We utilize a paid-loss plan for our workers' compensation, general liability, and automotive programs, which have predetermined loss limits per occurrence and in the aggregate. We establish our undiscounted insurance liability and reserves using independent actuarial estimates of expected losses based on a statistical analysis of historical claims data. As of October 1, 2023, our estimated self-insurance liability was $31.3 million, and is included in "Accrued liabilities" in the accompanying consolidated balance sheet.

Advertising costs — We administer marketing funds at each of our restaurant brands that include contractual contributions. In 2023, 2022 and 2021, marketing fund contributions from Jack in the Box franchise and company-operated restaurants were approximately 5.0% of sales. In 2023 and 2022, marketing fund contributions from Del Taco franchise and company-operated restaurants were approximately 4.0% of sales.

Production costs of commercials, programming, and other marketing activities are charged to the marketing funds when the advertising is first used for its intended purpose, and the costs of advertising are charged to operations as incurred. When contributions to the marketing fund exceed the related advertising expenses, advertising costs are accrued up to the amount of revenues on an annual basis since we are contractually obligated to spend these funds. As of October 1, 2023 and October 2, 2022, additional amounts accrued were $10.3 million and $3.5 million, respectively, for this requirement. Total contributions made by the Company are included in "Selling, general, and administrative expenses" in the accompanying consolidated statements of earnings. In fiscal 2023, 2022, and 2021 advertising costs were $38.9 million, $32.6 million, and $19.6 million, respectively.

Share-based compensation — We account for our share-based compensation under the Financial Accounting Standards Board ("FASB") authoritative guidance on stock compensation, which generally requires, among other things, that all employee share-based compensation be measured using a fair value method and that the resulting compensation cost be recognized in the financial statements. Compensation expense for our share-based compensation awards is generally recognized on a straight-line basis over the shorter of the vesting period or the period from the date of grant to the date the employee becomes eligible to retire. Refer to Note 13, *Share-based Employee Compensation*, for additional information.

Income taxes — Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, as well as tax loss and credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. We recognize interest and, when applicable, penalties related to unrecognized tax benefits as a component of our income tax provision.

Authoritative guidance issued by the FASB prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Refer to Note 11, *Income Taxes*, for additional information.

Contingencies — We recognize liabilities for contingencies when we have an exposure that indicates it is probable that an asset has been impaired or that a liability has been incurred and the amount of impairment or loss can be reasonably estimated. Our ultimate legal and financial liability with respect to such matters cannot be estimated with certainty and requires the use of estimates. When the reasonable estimate is a range, the recorded loss will be the best estimate within the range. We record legal settlement costs when those costs are probable and reasonably estimable. Refer to Note 16, *Commitments and Contingencies*, for additional information.

Business combinations — We account for acquisitions using the acquisition method of accounting. Accordingly, assets acquired and liabilities assumed are recorded at their estimated fair values at the acquisition date. The excess of purchase price over fair value of net assets acquired, including the amount assigned to identifiable intangible assets, is recorded as goodwill.

Effect of accounting pronouncements adopted in 2023 and those to be adopted in future periods — We reviewed the accounting pronouncements adopted in 2023, as well as all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact on our consolidated financial statements.

2. REVENUE

Nature of products and services — We derive revenue from retail sales at Jack in the Box and Del Taco company-operated restaurants and rental revenue, royalties, advertising, and franchise and other fees from franchise-operated restaurants.

Our franchise arrangements generally provide for an initial franchise fee per restaurant for a 20-year term, and generally require that franchisees pay royalty and marketing fees based upon a percentage of gross sales. The agreements also require franchisees to pay technology fees, as well as sourcing fees for Jack in the Box franchise agreements.

Disaggregation of revenue — The following table disaggregates revenue by segment and primary source for the fiscal year ended October 1, 2023 *(in thousands)*:

	Jack in the Box	Del Taco	Total
Company restaurant sales	$ 413,748	$ 432,530	$ 846,278
Franchise rental revenues	351,283	13,308	364,591
Franchise royalties	207,064	25,669	232,733
Franchise advertising contributions	199,917	21,025	220,942
Technology and sourcing fees	16,073	3,907	19,980
Franchise fees and other services	7,226	556	7,782
Total revenue	$ 1,195,311	$ 496,995	$ 1,692,306

The following table disaggregates revenue by segment and primary source for the fiscal year ended October 2, 2022 *(in thousands)*:

	Jack in the Box	Del Taco	Total
Company restaurant sales	$ 414,225	$ 286,845	$ 701,070
Franchise rental revenues	335,936	4,455	340,391
Franchise royalties	188,902	13,414	202,316
Franchise advertising contributions	183,076	10,907	193,983
Technology and sourcing fees	14,740	1,078	15,818
Franchise fees and other services	14,309	196	14,505
Total revenue	$ 1,151,188	$ 316,895	$ 1,468,083

The following table disaggregates revenue by segment and primary source for the fiscal ended October 3, 2021 *(in thousands)*:

	Jack in the Box	Del Taco	Total
Company restaurant sales	$ 387,766	$ —	$ 387,766
Franchise rental revenues	346,634	—	346,634
Franchise royalties	193,908	—	193,908
Franchise advertising contributions	188,184	—	188,184
Technology and sourcing fees	16,361	—	16,361
Franchise fees and other services	10,817	—	10,817
Total revenue	$ 1,143,670	$ —	$ 1,143,670

In October 2022, a Jack in the Box franchise operator paid the Company $7.3 million in order to sell his restaurants to a new franchisee at the current standard royalty rate, which is lower than the royalty rate in the existing franchise agreements. The payment represented the difference between the existing royalty rate and the new royalty rate based on projected future sales for the remaining term of the existing agreements. The payment is non-refundable and not subject to any adjustments based on actual future sales. The Company determined the transaction represented the termination of the existing agreement rather than the transfer of an agreement between franchisees. As such, the $7.3 million was recognized in franchise royalty revenue during the first quarter of 2023.

Contract liabilities — Our contract liabilities consist of deferred revenue resulting from initial fees received from franchisees for new restaurant openings or new franchise terms, which are generally recognized over the franchise term. We classify these contract liabilities within "Accrued liabilities" and "Other long-term liabilities" in our consolidated balance sheets.

A summary of significant changes in our contract liabilities is presented below *(in thousands)*:

	2023	2022
Deferred franchise and development fees at beginning of period	$ 46,449	$ 41,520
Changes due to business combinations	—	6,193
Revenue recognized during the period	(5,469)	(5,891)
Additions during the period	9,494	4,627
Deferred franchise and development fees at end of period	$ 50,474	$ 46,449

As of October 1, 2023, approximately $8.1 million of development fees related to unopened stores are included in deferred revenue. Timing of revenue recognition is dependent upon the timing of store openings and are recognized over the franchise term at the date of opening.

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period *(in thousands)*:

2024	$ 5,191
2025	$ 4,966
2026	$ 4,638
2027	$ 4,290
2028	$ 3,657
Thereafter	$ 19,660
	$ 42,402

We have applied the optional exemption, as provided for under ASC Topic 606, *Revenue from Contracts with Customers*, which allows us to not disclose the transaction price allocated to unsatisfied performance obligations when the transaction price is a sales-based royalty.

3. BUSINESS COMBINATION

On March 8, 2022 (the "Closing Date"), the Company acquired 100% of the outstanding equity interest of Del Taco for cash according to the terms and conditions of the Agreement and Plan of Merger, dated as of December 5, 2021 (the "Merger Agreement"). The acquisition of Del Taco has been accounted for using the acquisition method of accounting in accordance with ASC 805, *Business Combinations*, with the Company treated as the accounting acquirer, which requires, among other things, that the assets acquired, and liabilities assumed be recognized at their acquisition date fair value. Jack in the Box acquired Del Taco as a part of the Company's goal to gain greater scale and accelerate growth.

In connection with the transaction, the Company repaid Del Taco's existing debt of $115.2 million related to a syndicated credit facility and Del Taco entered into a new syndicated credit facility.

The total purchase consideration for Del Taco was $593.3 million. Each share of Del Taco common stock issued and outstanding was converted into the right to receive $12.51 in cash without interest, less any applicable withholding taxes ("Merger Consideration"). Additionally, in connection with the transaction, each Del Taco equity award granted under Del Taco's equity compensation plans was either (i) converted into the right to receive Merger Consideration or (ii) converted into equity awards with respect to Jack in the Box common stock. Other components of purchase consideration include cash paid to settle Del Taco's existing debt and $7.1 million of seller transaction costs funded by Jack in the Box.

As part of the Merger Agreement, on the Closing Date, the Company assumed Del Taco's historical equity compensation plans. The awards under Del Taco's historical equity compensation plans that were not subject to accelerated vesting were exchanged for replacement awards of the Company, which included Del Taco's non-accelerating restricted stock awards ("non-accelerating RSAs"). Immediately following the Merger, these replacement awards were modified to accelerate the remaining vesting period to be one year following the Closing Date, other than the awards already scheduled to vest on June 30, 2022. The portion of the fair value of the replacement awards associated with pre-acquisition service of Del Taco's employees represented a component of the total purchase consideration. The remaining fair value of these replacement awards are subject to the recipients' continued service and thus were excluded from the purchase price. The awards which are subject to continued service will be recognized ratably as stock-based compensation expense over the requisite service period.

The acquisition of Del Taco was funded by cash on hand and borrowings under our 2022 Class A-2 Notes and 2022 Variable Funding Notes. The Company recognized transaction costs of $12.3 million in fiscal 2022. These costs were associated with advisory, legal, and consulting services and are presented in "Other operating expense (income), net" in the consolidated statement of earnings.

Purchase consideration — The following summarizes the purchase consideration paid to Del Taco shareholders *(in thousands, except per share data)*:

	Amount
Del Taco shares outstanding as of March 8, 2022	36,442
Del Taco RSAs subject to accelerated vesting	805
Del Taco RSUs subject to accelerated vesting	70
Del Taco options subject to accelerated vesting	292
Total Del Taco shares outstanding	37,610
Merger Consideration (per Del Taco share)	$ 12.51
Total cash consideration paid to selling shareholders	$ 470,500
Del Taco transaction costs paid by Jack in the Box (1)	7,141
Del Taco closing indebtedness settled by Jack in the Box (2)	115,219
Replacement share-based payment awards pre-combination vesting expense	449
Total aggregate purchase consideration	$ 593,309

(1) Represents the portion of Del Taco merger-related transaction costs that were paid at the Closing Date by the Company.
(2) Represents the closing indebtedness of Del Taco's existing debt that was paid at the Closing Date by the Company.

Purchase price allocation — The final allocation of the purchase consideration was as follows *(in thousands)*:

Total aggregate purchase consideration, net of $12,068 cash acquired	$	581,241
Assets:		
Accounts and other receivables		4,583
Inventories		3,233
Prepaid expenses		2,950
Other current assets		105
Property and equipment		145,032
Operating lease right-of-use assets		350,289
Intangible assets		12,371
Trademarks		283,500
Other assets		5,128
Liabilities:		
Current maturities of long-term debt		22
Current operating lease liabilities		21,991
Accounts payable		18,808
Accrued liabilities		112,579
Long-term debt, net of current maturities		349
Long-term operating lease liabilities, net of current portion		303,488
Deferred tax liabilities		75,355
Other long-term liabilities		13,080
Net assets acquired, excluding goodwill	$	261,519
Goodwill	$	319,722

The excess of the total consideration over the tangible assets, identifiable intangible assets, and assumed liabilities is recorded as goodwill. The goodwill of $319.7 million arising from the acquisition is primarily attributable to the market position and future growth potential of Del Taco for both company-operated and franchised restaurants related to future store openings, expansion into new markets, and expected synergies. None of the goodwill resulting from the acquisition is deductible for tax purposes. The goodwill arising from the Del Taco acquisition has been allocated to the Company's reporting units as follows *(in thousands*):

Del Taco brand	$	230,722
Jack in the Box brand		89,000
Total acquisition date goodwill	$	319,722

Identifiable intangible assets — The identifiable intangible assets acquired consist of trademarks, franchise and development agreements, and favorable subleases. The Company amortizes the fair value of the franchise and development agreements and favorable and unfavorable sublease assets and liabilities on a straight-line basis over their respective useful lives.

The trademarks were valued using the relief from royalty method of the income approach, which was applied by discounting the after-tax royalties avoided by owning the trademark to present value. The key inputs and assumptions included the Company's estimates of the projected system wide sales, royalty rate and discount rate applicable to the trademark.

The franchise and development agreements were valued using the income approach, which was applied by discounting the projected after-tax cash flows associated with the agreements to present value. The key inputs and assumptions included the Company's estimates of the projected royalties received under the existing franchise and development agreements (including the impact of franchise churn) and the applicable discount rate.

The favorable and unfavorable sublease assets and liabilities were valued using the income approach, which was applied by discounting the differential between the market rent and contract rent to present value. The key inputs and assumptions included the Company's estimates of the market rent, contract rent and discount rate applicable to the favorable and unfavorable subleases.

The values allocated to intangible assets and the useful lives are as follows *(in thousands)*:

	Amount	Weighted Average Useful Life (Years)
Trademarks	$ 283,500	Indefinite
Franchise contracts	9,700	18
Sublease assets	2,671	13
Estimated fair value of acquired intangible assets	$ 295,871	

The estimated values of sublease liabilities totaled approximately $6.0 million. These liabilities have an estimated weighted-average useful life of approximately 15 years and are included in "Other long-term liabilities" in the accompanying consolidated balance sheets.

Unaudited pro forma results — The following unaudited pro forma combined financial information presents the Company's results as though Del Taco and the Company had been combined as the beginning of fiscal year 2021 *(in thousands)*:

	2022	2021
Total revenue	$ 1,686,160	$ 1,665,660
Net earnings	$ 118,000	$ 133,485

The unaudited pro forma financial information for all periods presented includes the business combination accounting effects resulting from this acquisition, mainly including adjustments to reflect additional amortization expense from acquired intangibles, incremental depreciation expense from the fair value property and equipment, elimination of historical interest expense associated with both Del Taco's and the Company's historical indebtedness, additional interest expense associated with the new Del Taco revolving credit facility and the Company's new borrowings as part of the refinancing to fund the acquisition, adjusted rent expense reflecting the acquired right-of-use assets and liabilities to their estimated acquisition-date values based upon valuation of related lease intangibles and remaining payments, as well as the fair value adjustments made to leasehold improvements, certain material non-recurring adjustments and the tax-related effects as though Del Taco was combined as of the beginning of fiscal 2021. The unaudited pro forma financial information as presented above is for informational purposes only and is not necessarily indicative of the results of operations that would have been achieved if the acquisition had taken place at the beginning of fiscal 2021, nor is it necessarily an indication of trends in future results for a number of reasons, including, but not limited to, differences between the assumptions used to prepare the pro forma information, cost savings from operating efficiencies, potential synergies, and the impact of incremental costs incurred in integrating the two brands.

For the periods subsequent to the acquisition that are included in 2022, Del Taco had total revenues of $316.9 million and net earnings of $6.5 million.

4. SUMMARY OF REFRANCHISINGS AND FRANCHISE ACQUISITIONS

Refranchisings — The following table summarizes the number of restaurants sold to franchisees and gains recognized in each fiscal year (*dollars in thousands*):

	2023	2022	2021
Restaurants sold to Jack in the Box franchisees	5	15	—
Restaurants sold to Del Taco franchisees	111	—	—
Proceeds from the sale of company-operated restaurants (1)	$ 85,221	$ 6,391	$ 1,827
Broker commissions	(1,614)	—	—
Net assets sold (primarily property and equipment)	(17,101)	(1,565)	—
Goodwill related to the sale of company-operated restaurants	(35,544)	(948)	—
Franchise fees	(3,086)	—	—
Sublease liabilities, net	(8,559)	—	—
Lease termination	(393)	—	—
Other (2)	(926)	—	2,376
Gains on the sale of company-operated restaurants	$ 17,998	$ 3,878	$ 4,203

(1) Amounts in 2023, 2022, and 2021 include additional proceeds of $0.9 million, $1.4 million, and $1.8 million, respectively, related to the extension of the underlying franchise and lease agreements from the sale of restaurants in prior years.

(2) Amount in 2023 is primarily related to charges for a restaurant that was closed due to refranchising the related market. Amount in 2021 relate to adjustments to contingencies that were included in underlying franchise and lease agreements from the sale of restaurants in prior years.

Franchise acquisitions — In 2022 and 2021, we acquired 13 and 20 franchise restaurants, respectively. There were no such acquisitions in 2023. We account for the acquisition of franchised restaurants using the acquisition method of accounting for business combinations. The purchase price allocations were based on fair value estimates determined using significant unobservable inputs (Level 3). The goodwill recorded primarily relates to the sales growth potential of the market acquired and is expected to be deductible for income tax purposes.

The following table provides detail of the combined acquisitions in 2022, and 2021 (*dollars in thousands*):

	2022	2021
Restaurants acquired from Jack in the Box franchisees	13	20
Inventory	$ —	$ 258
Property and equipment	540	1,136
Intangible assets	66	245
Other assets	—	10
Goodwill	—	613
Gains on the acquisition of franchise-operated restaurants	(309)	(340)
Liabilities assumed	—	(277)
Total consideration	$ 297	$ 1,645

The total consideration of $0.3 million for the restaurants acquired in 2022 was comprised of franchise receivables owed to the Company as of the acquisition date. During the first quarter of 2022, we finalized certain estimates impacting total purchase consideration for the 2021 restaurant acquisitions and recorded the resulting measurement period adjustments which increased goodwill by $0.3 million.

Assets held for sale — Assets classified as held for sale consisted of the following at each fiscal year-end (*in thousands*):

	2023	2022
Jack in the Box restaurant properties (1)	$ 11,097	$ 14,151
Other property and equipment (2)	766	2,868
Del Taco restaurants to be refranchised:		
Property and equipment	771	—
Goodwill	1,291	—
Assets held for sale	$ 13,925	$ 17,019

(1) Consists of properties that are currently leased to franchisees which we intend to sell the underlying real estate directly to the franchisee and/or sell and leaseback with a third party within the next twelve months.
(2) Consists primarily of owned properties of closed restaurants which we are actively marketing for sale.

5. GOODWILL AND INTANGIBLE ASSETS

The changes in the carrying amount of goodwill during fiscal 2023 and 2022 were as follows (*in thousands*):

	Jack in the Box	Del Taco	Total
Balance at October 3, 2021	$ 47,774	$ —	$ 47,774
Acquisition of Del Taco Restaurants, Inc.	89,000	230,722	319,722
Acquisition of Jack in the Box franchise-operated restaurants	273	—	273
Sale of Jack in the Box company-operated restaurants to franchisees	(948)	—	(948)
Balance at October 2, 2022	136,099	230,722	366,821
Sale of Del Taco company-operated restaurants to franchisees	—	(35,472)	(35,472)
Sale of Jack in the Box company-operated restaurants to franchisees	(72)	—	(72)
Reclassified to assets held for sale	—	(1,291)	(1,291)
Balance at October 1, 2023	$ 136,027	$ 193,959	$ 329,986

The net carrying amounts of intangible assets are as follows (*in thousands*):

	October 1, 2023			October 2, 2022		
	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Definite-lived intangible assets:						
Sublease assets	$ 2,671	$ (381)	$ 2,290	$ 2,671	$ (139)	$ 2,532
Franchise contracts	9,700	(850)	8,850	9,700	(311)	9,389
Reacquired franchise rights	297	(107)	190	530	(127)	403
	$ 12,668	$ (1,338)	$ 11,330	$ 12,901	$ (577)	$ 12,324
Indefinite-lived intangible assets:						
Del Taco trademark	$ 283,500	$ —	$ 283,500	$ 283,500	$ —	$ 283,500
	$ 283,500	$ —	$ 283,500	$ 283,500	$ —	$ 283,500

The following table summarizes, as of October 1, 2023, the estimated amortization expense for each of the next five fiscal years (*in thousands*):

2024	$ 801
2025	$ 801
2026	$ 801
2027	$ 815
2028 and thereafter	$ 8,112
Total	$ 11,330

6. FAIR VALUE MEASUREMENTS

Financial assets and liabilities — The following table presents the financial assets and liabilities measured at fair value on a recurring basis (*in thousands*):

	Total	Quoted Prices in Active Markets for Identical Assets (2) (Level 1)	Significant Other Observable Inputs (2) (Level 2)	Significant Unobservable Inputs (2) (Level 3)
Fair value measurements as of October 1, 2023:				
Non-qualified deferred compensation plan (1)	$ 15,051	$ 15,051	$ —	$ —
Total liabilities at fair value	$ 15,051	$ 15,051	$ —	$ —
Fair value measurements as of October 2, 2022:				
Non-qualified deferred compensation plan (1)	$ 13,820	$ 13,820	$ —	$ —
Total liabilities at fair value	$ 13,820	$ 13,820	$ —	$ —

(1) We maintain an unfunded defined contribution plan for key executives and other members of management. The fair value of this obligation is based on the closing market prices of the participants' elected investments. The obligation is included in "Accrued liabilities" and "Other long-term liabilities" on our consolidated balance sheets.
(2) We did not have any transfers in or out of Level 1, 2, or 3.

The following table presents the carrying value and estimated fair value of our Class A-2 Notes as of October 1, 2023 and October 2, 2022 (*in thousands*):

	October 1, 2023		October 2, 2022	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Series 2019 Class A-2 Notes	$ 706,875	$ 640,046	$ 714,125	$ 641,851
Series 2022 Class A-2 Notes	$ 1,067,000	$ 903,056	$ 1,089,000	$ 917,428

The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. As of October 1, 2023, we did not have any outstanding borrowings under our Variable Funding Notes. The fair value of these loans approximates their carrying value due to the variable rate nature of these borrowings.

Non-financial assets and liabilities — Our non-financial instruments, which primarily consist of property and equipment, operating lease right-of-use assets, goodwill, and intangible assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on an annual basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If applicable, the carrying values are written down to fair value. Refer to Note 9, *Other Operating Expenses (Income), Net,* for details on impairment charges recognized in 2023.

7. INDEBTEDNESS

The detail of our long-term debt at the end of each fiscal year is as follows (*in thousands*):

	October 1, 2023	October 2, 2022
Series 2019-1 4.476% Fixed Rate Class A-2-II Notes	$ 268,125	$ 270,875
Series 2019-1 4.970% Fixed Rate Class A-2-III Notes	438,750	443,250
Series 2022-1 3.445% Fixed Rate Class A-2-I Notes	533,500	544,500
Series 2022-1 4.136% Fixed Rate Class A-2-II Notes	533,500	544,500
Series 2022-1 Variable Funding Notes, variable interest rate of 6.322% at October 1, 2023	—	50,000
Finance lease obligations and other debt	1,626	1,690
Total debt	1,775,501	1,854,815
Less current maturities of long-term debt	(29,964)	(30,169)
Less unamortized debt issuance costs	(20,604)	(25,106)
Long-term debt	$ 1,724,933	$ 1,799,540

Securitization refinancing transaction — On February 11, 2022, the Company completed the sale of $550.0 million of its Series 2022-1 3.445% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes") and $550.0 million of its Series 2022-1 4.136% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II" and, together with the Class A-2-I Notes, the "2022 Notes"). Interest payments on the 2022 Notes are payable on a quarterly basis. The anticipated repayment dates of the 2022 Class A-2-I Notes and the Class A-2-II Notes are February 2027 and February 2032, respectively (the "Anticipated Repayment Dates"), unless earlier prepaid to the extent permitted. The anticipated repayment dates of the existing 2019-1 Class A-2-II Notes and the Class A-2-III Notes are August 2026 and August 2029, respectively.

The Company also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Secured Notes (the "Variable Funding Notes"), which permits borrowings up to a maximum of $150.0 million, subject to certain borrowing conditions, a portion of which may be used to issue letters of credit. As of October 1, 2023, we did not have any outstanding borrowings and had available borrowing capacity of $100.5 million, net of letters of credits issued of $49.5 million.

The net proceeds of the sale of the 2022 Notes were used to repay in full of $570.7 million in aggregate outstanding principal amount of the Company's Series 2019-1 Class A-2-I Notes, together with the applicable make-whole premium and unpaid interest, and was used to fund a portion of the Company's acquisition of Del Taco. As a result, the Company recorded a loss on early extinguishment of debt of $5.6 million during the second quarter of 2022, which was comprised of the write-off of certain deferred financing costs and a specified make-whole premium payment, and is presented in "Interest expense, net" in the consolidated statement of earnings. Additionally, in connection with the 2022 Notes, the Company capitalized $17.4 million of debt issuance costs, which are being amortized into interest expense over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of February 2027 using the straight-line method. As of October 1, 2023, the effective interest rates, including the amortization of debt issuance costs, were 4.851%, 5.258%, 3.796%, and 4.347% for the Series 2019-1 Class A-2-II Notes, Series 2019-1 Class A-2-III Notes, Series 2022-1 Class A-2-I Notes, and Series 2022-1 Class A-2-II Notes, respectively.

The 2022 Notes were issued in a privately placed securitization transaction pursuant to which certain of the Company's revenue-generating assets, consisting principally of franchise-related agreements, real estate assets, and intellectual property and license agreements for the use of intellectual property, are held by the Master Issuer and certain other limited-purpose, bankruptcy remote, wholly owned indirect subsidiaries of the Company that act as Guarantors of the Notes and that have pledged substantially all of their assets, excluding certain real estate assets and subject to certain limitations, to secure the Notes.

The quarterly principal payment on the Class A-2 Notes may be suspended when the specified leverage ratio, which is a measure of outstanding debt to earnings before interest, taxes, depreciation, and amortization, adjusted for certain items (as defined in the Indenture), is less than or equal to 5.0x. Exceeding the leverage ratio of 5.0x does not violate any covenant related to the Class A-2 Notes. Subsequent to closing the issuance of the 2022 Notes, the Company has had a leverage ratio of greater than 5.0x and, accordingly, the Company is making the scheduled principal payments on its 2022 Notes and Series 2019-1 Notes.

Variable Funding Notes — Depending on the type of borrowing under the Variable Funding Notes, interest on the Variable Funding Notes will be based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate for U.S. Dollars or (iv) the lenders' commercial paper funding rate plus any applicable margin, as set forth in the Variable Funding Note Purchase Agreement. There is a scaled commitment fee on the unused portion of the Variable Funding Notes facility of between 50 and 100 basis points. It is anticipated that the principal and interest on the Variable Funding Notes will be repaid in full on or prior to August 2027, subject to two one-year extensions at the option of the Company. Following the anticipated repayment date (and any extensions thereof), additional interest will accrue equal to 5.00% per annum.

Guarantees and collateral — Pursuant to the Guarantee and Collateral Agreement, dated July 8, 2019 (the "Guarantee and Collateral Agreement"), among the Guarantors, in favor of the trustee, the Guarantors guarantee the obligations of the Master Issuer under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets. The Notes are secured by a security interest in substantially all of the assets of the Master Issuer and the Guarantors (collectively, the "Securitization Entities"). The assets of the Securitization Entities include most of the revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain company-operated restaurants, intellectual property and license agreements for the use of intellectual property. Upon certain trigger events, mortgages will be required to be prepared and recorded on the real estate assets.

Revolving credit facility — In connection with the Del Taco acquisition, Del Taco's existing debt of $115.2 million related to a Syndicated Credit Facility dated August 5, 2015, was repaid and extinguished on the Closing Date. On the Closing Date, Del Taco entered into a new syndicated credit facility with an aggregate principal amount of up to $75.0 million, which now matures on March 1, 2024. The Company capitalized $0.3 million of debt issuance costs, which are being amortized into interest expense over the expected term of the credit facility. The revolving credit facility, as amended, included a limit of $20.0 million for letters of credit, all of which were cancelled as of October 1, 2023. As of October 1, 2023, we had no outstanding borrowings and available borrowing capacity of $75.0 million under the facility.

Bridge commitment letter — In connection with the Merger Agreement, the Company secured commitments for a bridge financing facility in an amount of up to $600.0 million (the "Bridge Facility"). No amounts were drawn under the Bridge Facility, which was terminated as a result of our securitization refinancing transaction. The Company expensed approximately $2.1 million for the unamortized issuance costs associated with this commitment which is presented in "Interest expense, net" in the consolidated statement of earnings.

Maturities of long-term debt — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of October 1, 2023, principal payments on our long-term debt outstanding at October 1, 2023 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

2024	$	29,964
2025		29,905
2026		289,156
2027		516,034
2028		15,538
Thereafter		894,904
	$	1,775,501

8. LEASES

Nature of leases — We own restaurant sites and we also lease restaurant sites from third parties. Some of these owned or leased sites are leased and/or subleased to franchisees. Initial terms of our real estate leases are generally 20 years, exclusive of options to renew, which are generally exercisable at our sole discretion for 1 to 20 years. In some instances, our leases have provisions for contingent rentals based upon a percentage of defined revenues. Many of our restaurants also have rent escalation clauses and require the payment of property taxes, insurance, and maintenance costs. Variable lease costs include contingent rent, cost-of-living index adjustments, and payments for additional rent such as real estate taxes, insurance, and common area maintenance, which are excluded from the measurement of the lease liability. We also lease certain restaurant and office equipment with initial terms generally ranging from 3 to 8 years. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As lessor, our leases and subleases primarily consist of restaurants that have been leased to franchisees subsequent to refranchising transactions. The lease descriptions, terms, variable lease payments and renewal options are generally the same as the lessee leases described above. Revenues from leasing arrangements with our franchisees are presented in "Franchise rental revenues" in the accompanying consolidated statements of earnings, and the related expenses are presented in "Franchise occupancy expenses."

Company as lessee — Leased assets and liabilities consisted of the following as of October 1, 2023 and October 2, 2022 *(in thousands)*:

	October 1, 2023	October 2, 2022
Assets:		
Operating lease ROU assets	$ 1,397,555	$ 1,332,135
Finance lease ROU assets (1)	971	854
Total ROU assets	$ 1,398,526	$ 1,332,989
Liabilities:		
Current operating lease liabilities	$ 142,518	$ 171,311
Current finance lease liabilities (2)	689	896
Long-term operating lease liabilities	1,265,514	1,165,097
Long-term finance lease liabilities (2)	627	435
Total lease liabilities	$ 1,409,348	$ 1,337,739

(1) Included in "Property and equipment, net" on our consolidated balance sheets.
(2) Included in "Current maturities of long-term debt" and "Long-term debt, net of current maturities" on our consolidated balance sheets.

The following table presents the components of our lease costs in fiscal 2023, 2022, and 2021 (*in thousands*):

	2023	2022	2021
Lease costs:			
Finance lease cost:			
Amortization of ROU assets (1)	$ 691	$ 827	$ 807
Interest on lease liabilities (2)	55	67	89
Operating lease cost (3)	240,153	218,837	194,149
Short-term lease cost (3)	730	824	427
Variable lease cost (3)(4)	50,448	48,872	43,498
	$ 292,077	$ 269,427	$ 238,970

(1) Included in "Depreciation and amortization" in our consolidated statements of earnings.
(2) Included in "Interest expense, net" in our consolidated statements of earnings.
(3) Operating lease, short-term and variable lease costs associated with franchisees and company-operated restaurants are included in "Franchise occupancy expenses" and "Occupancy and other," respectively, in our consolidated statements of earnings. For our closed restaurants, these costs are included in "Other operating expense (income), net" and all other costs are included in "Selling, general and administrative expenses."
(4) Includes $39.9 million, $38.2 million, and $38.0 million in 2023, 2022, and 2021, respectively, of property taxes and common area maintenance costs which are reimbursed by sub-lessees.

The following table presents supplemental information related to leases:

	October 1, 2023	October 2, 2022
Weighted-average remaining lease term (in years):		
Finance leases	1.7	1.5
Operating leases	11.1	10.0
Weighted-average discount rate:		
Finance leases	7.1 %	3.8 %
Operating leases	5.5 %	4.6 %

The following table presents as of October 1, 2023, the annual maturities of our lease liabilities (*in thousands*):

	Finance Leases	Operating Leases
Fiscal year:		
2024	$ 757	$ 217,591
2025	651	217,931
2026	18	202,189
2027	—	192,088
2028	—	154,422
Thereafter	—	971,239
Total future lease payments (1)	$ 1,426	$ 1,955,460
Less: imputed interest	(110)	(547,428)
Present value of lease liabilities	$ 1,316	$ 1,408,032
Less current portion	(689)	(142,518)
Long-term lease obligations	$ 627	$ 1,265,514

(1) Total future lease payments include non-cancellable commitments of $1.4 million for finance leases and $1,350.1 million for operating leases.

Assets recorded under finance leases are included in property and equipment, and consisted of the following at each fiscal year-end (*in thousands*):

	2023	2022
Buildings	$ 1,342	$ 1,342
Equipment	6,140	5,559
Less accumulated amortization	(6,511)	(6,047)
	$ 971	$ 854

The following table includes supplemental cash flow and non-cash information related to our lessee leases (*in thousands*):

	2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 236,356	$ 218,605
Operating cash flows from financing leases	$ 55	$ 67
Financing cash flows from financing leases	$ 836	$ 907
Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets:		
Right-of-use assets obtained in exchange for new operating lease obligations	$ 250,862	$ 221,466
Right-of-use assets obtained in exchange for new financing lease obligations	$ 5	$ 45

Sale and leaseback transactions — In fiscal 2023, we sold one restaurant property in a sale and leaseback transaction for net proceeds of $3.7 million, and recorded total losses of less than $0.1 million. The lease has been accounted for as an operating lease and contains an initial term of 20 years.

In fiscal 2022, we sold four restaurant properties in sale and leaseback transactions for net proceeds of $10.8 million, and recorded total losses of $0.2 million. The leases have been accounted for as operating leases and contain initial terms of 16 years and 20 years.

In fiscal 2021, we sold two restaurant properties in sale and leaseback transactions for net proceeds of $3.9 million, and recorded total gains of less than $0.1 million. The leases have been accounted for as operating leases and contain an initial term of 20 years.

***Company as lessor* —** The following table presents rental income (*in thousands*):

	2023			2022		
	Owned Properties	Leased Properties	Total	Owned Properties	Leased Properties	Total
Operating lease income - franchise	$ 17,805	$ 225,392	$ 243,197	$ 19,221	$ 212,552	$ 231,773
Variable lease income - franchise	12,700	108,010	120,710	12,418	96,002	108,420
Amortization of sublease assets and liabilities, net	—	684	684	—	198	198
Franchise rental revenues	$ 30,505	$ 334,086	$ 364,591	$ 31,639	$ 308,752	$ 340,391
Operating lease income - closed restaurants and other (1)	$ 76	$ 7,387	$ 7,463	$ 60	$ 6,347	$ 6,407

(1) Primarily relates to closed restaurant properties included in "Other operating expense (income), net" in our consolidated statements of earnings.

The following table presents as of October 1, 2023, future minimum rental receipts for non-cancellable leases and subleases (*in thousands*):

	October 1, 2023
Fiscal year:	
2024	$ 240,756
2025	251,366
2026	237,214
2027	231,827
2028	188,554
Thereafter	1,120,748
Total minimum rental receipts	$ 2,270,465

Assets held for lease and included in property and equipment consisted of the following at each fiscal year-end (*in thousands*):

	October 1, 2023	October 2, 2022
Land	$ 78,665	$ 75,967
Buildings	792,177	771,567
Equipment	63	2,750
	870,905	850,284
Less accumulated depreciation	(672,137)	(663,109)
	$ 198,768	$ 187,175

9. OTHER OPERATING EXPENSE (INCOME), NET

Other operating expense (income), net, in the accompanying consolidated statements of earnings is comprised of the following in each fiscal year (*in thousands*):

	2023	2022	2021
Acquisition, integration and strategic initiatives	$ 9,112	$ 20,081	$ 7
Costs of closed restaurants and other	4,786	4,290	1,907
Operating restaurant impairment charges	4,569	5,927	—
Accelerated depreciation	541	1,124	1,592
Gains on disposition of property and equipment, net	(8,171)	(30,533)	(6,888)
	$ 10,837	$ 889	$ (3,382)

Acquisition, integration and strategic initiatives — In 2023, costs incurred primarily related to severance, retention bonuses, strategic consulting fees and technology integration related to the acquisition of Del Taco. In 2022, costs incurred primarily related to advisory, legal, and consulting services relating to the acquisition and integration of Del Taco.

Cost of closed restaurant — Cost of closed restaurants primarily include ongoing costs associated with closed restaurants and cancelled project costs.

Operating restaurant impairment charges — In 2023, impairment charges included $4.4 million relating to under-performing Del Taco restaurants currently held for use. In 2022, impairment charges included $3.2 million related to nine Jack in the Box company-operated restaurants that were closed in connection with the sale of the related markets and $2.7 million related to Jack in the Box restaurants leased or subleased to franchisees for which the lease and franchise agreements were early terminated during the year.

Accelerated depreciation — When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized. In 2023, 2022 and 2021, accelerated depreciation primarily related to facility improvements, restaurant remodels, and information technology assets.

Gains on disposition of property and equipment, net — In 2023 and 2022, gains primarily relate to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale. In 2021, gains primarily relate to the sale of closed restaurant properties.

10. SEGMENT REPORTING

Our principal business consists of developing, operating and franchising our Jack in the Box and Del Taco restaurant brands, each of which we consider a reportable operating segment. This segment reporting structure reflects our current management structure, internal reporting method and financial information used in deciding how to allocate our resources. Based upon certain quantitative thresholds, each operating segment is considered a reportable segment.

We measure and evaluate our segments based on segment revenues and segment profit. Our measure of segment profit excludes depreciation and amortization, share-based compensation, company-owned life insurance (“COLI”) gains/losses, net of changes in our non-qualified deferred compensation obligation supported by these policies, acquisition, integration and strategic initiatives, gains on the sale of company-operated restaurants, and amortization of favorable and unfavorable leases and subleases, net.

The following table provides information related to our operating segments in each period (*in thousands*):

	2023	2022	2021
Revenues by segment:			
Jack in the Box	$ 1,195,311	$ 1,151,188	$ 1,143,670
Del Taco	496,995	316,895	—
Consolidated revenues	$ 1,692,306	$ 1,468,083	$ 1,143,670
Segment operating profit:			
Jack in the Box	$ 308,548	$ 310,745	$ 327,157
Del Taco	30,491	27,981	—
Total segment operating profit	$ 339,039	$ 338,726	$ 327,157
Depreciation and amortization	62,287	56,100	46,500
Acquisition, integration and strategic initiatives	9,112	20,081	7
Share-based compensation	11,205	7,122	4,048
Net COLI losses (gains)	(5,953)	9,911	(9,141)
Gains on the sale of company-operated restaurants	(17,998)	(3,878)	(4,203)
Amortization of favorable and unfavorable leases and subleases, net	1,633	1,120	—
Earnings from operations	$ 278,753	$ 248,270	$ 289,946
Total capital expenditures by segment:			
Jack in the Box	$ 53,692	$ 31,601	$ 41,008
Del Taco	21,262	14,874	—
Total capital expenditures	$ 74,954	$ 46,475	$ 41,008
Total depreciation and amortization by segment:			
Jack in the Box	$ 35,973	$ 39,895	$ 46,500
Del Taco	26,314	16,205	—
Total depreciation and amortization	$ 62,287	$ 56,100	$ 46,500

We do not evaluate, manage or measure performance of segments using asset, interest income and expense, or income tax information; accordingly, this information by segment is not prepared or disclosed.

11. INCOME TAXES

Income taxes consist of the following in each fiscal year (*in thousands*):

	2023	2022	2021
Current:			
Federal	$ 53,229	$ 28,934	$ 36,051
State	17,274	9,320	11,793
	70,503	38,254	47,844
Deferred:			
Federal	(10,642)	5,344	4,440
State	(1,347)	2,513	3,568
	(11,989)	7,857	8,008
Income tax expense from continuing operations	$ 58,514	$ 46,111	$ 55,852

A reconciliation of the federal statutory income tax rate to our effective tax rate for continuing operations is as follows:

	2023	2022	2021
Income tax expense at federal statutory rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal tax benefit	5.6 %	5.2 %	5.1 %
Stock compensation tax deficiency (excess tax benefit)	— %	0.1 %	(0.5)%
Benefit of tax credits, net of valuation allowance	(0.4)%	(0.6)%	(0.1)%
Adjustment to state tax provision	— %	— %	0.7 %
Nondeductible goodwill related to the sale of company-operated restaurants	4.9 %	— %	— %
Nondeductible transaction costs	— %	0.6 %	— %
Expense (benefit) related to COLIs	(1.0)%	2.1 %	(1.5)%
Officers' compensation limitation	0.6 %	0.4 %	0.5 %
Other, net	0.2 %	(0.3)%	— %
	30.9 %	28.5 %	25.2 %

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and deferred tax liabilities at each fiscal year-end are presented below (*in thousands*):

	2023	2022
Deferred tax assets:		
Operating and finance lease liabilities	$ 372,095	$ 351,746
Accrued defined benefit pension and postretirement benefits	18,896	19,090
Deferred income	15,137	13,524
Accrued legal settlements	11,099	15,158
Accrued insurance	8,086	8,339
Share-based compensation	6,139	5,094
Accrued incentive compensation	5,928	2,402
Tax loss and tax credit carryforwards	1,956	4,399
Capitalized research costs	1,943	—
Other reserves and allowances	1,144	1,627
Accrued compensation expense	1,259	1,329
Property and equipment, net of impairment	181	—
Other, net	3,852	2,319
Total gross deferred tax assets	447,715	425,027
Valuation allowance	(1,043)	(1,140)
Total net deferred tax assets	446,672	423,887
Deferred tax liabilities:		
Operating and finance lease ROU assets	(380,040)	(361,332)
Intangible assets	(84,969)	(87,165)
Investment basis limitation	(6,191)	(6,010)
Property and equipment, principally due to differences in depreciation	—	(5,656)
Other	(1,701)	(1,408)
Total gross deferred tax liabilities	(472,901)	(461,571)
Net deferred tax (liabilities) assets	$ (26,229)	$ (37,684)

Deferred tax assets as of October 1, 2023 include state gross net operating loss carryforwards of approximately $12.4 million, of which $9.6 million has an indefinite carryforward. The remainder will expire at various times between 2024 and 2042. At October 1, 2023, we recorded a valuation allowance of $1.0 million related to state tax credits, which decreased from the $1.1 million at October 2, 2022 due to the release of the valuation allowance on California Enterprise Zone Credits. We believe it is more likely than not that these credit carryforwards will not be realized and that all other deferred tax assets will be realized through future taxable income or alternative tax strategies.

The major jurisdictions in which the Company files income tax returns includes the United States and states in which we operate that impose an income tax. The federal statutes of limitations have not expired for fiscal year 2020 and forward. The statutes of limitations for California, which constitutes the Company's major state tax jurisdiction, have not expired for fiscal years 2018 and forward.

12. RETIREMENT PLANS

We sponsor programs that provide retirement benefits to our employees. These programs include defined contribution plans, defined benefit pension plans, and postretirement healthcare plans.

Defined contribution plans — We maintain two qualified savings plans pursuant to Section 401(k) of the Internal Revenue Code ("IRC"). The plans allow all employees who meet certain age and minimum service requirements to defer a percentage of their pay on a pre-tax basis. Our contributions under these plans were $2.3 million, $2.1 million, and $1.6 million in each fiscal years 2023, 2022 and 2021, respectively.

We also maintain an unfunded, non-qualified deferred compensation plan for key executives and other members of management whose compensation deferrals or company matching contributions to the qualified savings plan are limited due to IRC rules. Effective January 1, 2016, this non-qualified plan was amended to replace the company matching contribution with an annual restoration match that is intended to "restore" up to the full match for participants whose elective deferrals (and related company matching contributions) to the qualified savings plan were limited due to IRC rules. A participant's right to the Company restoration match vests immediately. This plan allows participants to defer up to 50% of their salary and 85% of their bonus, on a pre-tax basis. Our contributions under the non-qualified deferred compensation plan were $0.1 million in fiscal year 2023, and were less than $0.1 million in each fiscal years 2022 and 2021, respectively.

Defined benefit pension plans — We sponsor two defined benefit pension plans, a "Qualified Plan" covering substantially all full-time employees hired prior to January 1, 2011, and an unfunded supplemental executive retirement plan ("SERP") which provides certain employees additional pension benefits and was closed to new participants effective January 1, 2007. In fiscal 2011, the Board of Directors approved changes to our Qualified Plan whereby participants no longer accrue benefits effective December 31, 2015. Benefits under both plans are based on the employees' years of service and compensation over defined periods of employment.

In the fourth quarter of fiscal 2023, the Company amended its Qualified Plan to purchase certain annuity contracts from a third-party company, relieving the Company of its related obligation for future payment (the "Annuity Purchase Agreement"). As a result of the Annuity Purchase Agreement, the Company's Qualified Plan paid $14.4 million from its plan assets to the third-party, thereby reducing the plan's pension benefit obligation ("PBO").

Postretirement healthcare plans — We also sponsor two healthcare plans, closed to new participants, that provide postretirement medical benefits to certain employees who have met minimum age and service requirements. The plans are contributory, with retiree contributions adjusted annually, and contain other cost-sharing features such as deductibles and coinsurance.

Obligations and funded status — The following table provides a reconciliation of the changes in benefit obligations, plan assets, and funded status of our retirement plans for each fiscal year (*in thousands*):

	Qualified Plan		SERP		Postretirement Health Plans	
	2023	2022	2023	2022	2023	2022
Change in benefit obligation:						
Obligation at beginning of year	$ 293,342	$ 410,053	$ 56,891	$ 75,225	$ 12,577	$ 17,162
Interest cost	16,068	12,506	3,149	2,173	700	489
Participant contributions	—	—	—	—	101	92
Actuarial gain	(13,792)	(114,999)	(1,287)	(14,830)	(383)	(4,062)
Benefits paid	(14,884)	(14,218)	(5,240)	(5,677)	(1,145)	(1,204)
Settlements and other	(14,389)	—	—	—	41	100
Obligation at end of year	$ 266,345	$ 293,342	$ 53,513	$ 56,891	$ 11,891	$ 12,577
Change in plan assets:						
Fair value at beginning of year	$ 303,951	$ 409,708	$ —	$ —	$ —	$ —
Actual return (loss) on plan assets	465	(91,539)	—	—	—	—
Participant contributions	—	—	—	—	101	92
Employer contributions	—	—	5,240	5,677	1,002	1,012
Benefits paid	(14,884)	(14,218)	(5,240)	(5,677)	(1,145)	(1,204)
Settlements and other	(14,389)	—	—	—	42	100
Fair value at end of year	$ 275,143	$ 303,951	$ —	$ —	$ —	$ —
Funded (unfunded) status at end of year	$ 8,798	$ 10,609	$ (53,513)	$ (56,891)	$ (11,891)	$ (12,577)
Amounts recognized on the balance sheet:						
Noncurrent assets	$ 8,798	$ 10,609	$ —	$ —	$ —	$ —
Current liabilities	—	—	(5,138)	(5,213)	(1,072)	(1,081)
Noncurrent liabilities	—	—	(48,375)	(51,678)	(10,819)	(11,496)
Total asset (liability) recognized	$ 8,798	$ 10,609	$ (53,513)	$ (56,891)	$ (11,891)	$ (12,577)
Amounts in AOCI not yet reflected in net periodic benefit cost:						
Unamortized actuarial loss (gain), net	$ 99,871	$ 101,372	$ 13,974	$ 15,979	$ (10,232)	$ (10,781)
Unamortized prior service cost	—	—	15	34	—	—
Total	$ 99,871	$ 101,372	$ 13,989	$ 16,013	$ (10,232)	$ (10,781)
Other changes in plan assets and benefit obligations recognized in OCI:						
Net actuarial loss (gain)	$ 848	$ (5,357)	$ (1,287)	$ (14,830)	$ (383)	$ (4,062)
Amortization of actuarial (loss) gain	(2,349)	(2,193)	(718)	(1,666)	932	640
Amortization of prior service cost	—	—	(19)	(19)	—	—
Total recognized in OCI	(1,501)	(7,550)	(2,024)	(16,515)	549	(3,422)
Net periodic benefit (credit) cost	3,312	(3,404)	3,886	3,858	(232)	(151)
Total recognized in comprehensive income	$ 1,811	$ (10,954)	$ 1,862	$ (12,657)	$ 317	$ (3,573)
Amounts in AOCI expected to be amortized in next fiscal net periodic benefit cost:						
Net actuarial loss (gain)	$ 2,403		$ 632		$ (914)	
Prior service cost	—		14		—	
Total	$ 2,403		$ 646		$ (914)	

Additional year-end pension plan information — The PBO represents the actuarial present value of benefits attributable to employee service rendered to date, including the effects of estimated future pay increases. The accumulated benefit obligation ("ABO") also reflects the actuarial present value of benefits attributable to employee service rendered to date but does not include the effects of estimated future pay increases. Therefore, the ABO as compared to plan assets is an indication of the assets currently available to fund vested and nonvested benefits accrued through the end of the fiscal year. The funded status is measured as the difference between the fair value of a plan's assets and its PBO. Since the Qualified Plan is frozen and the SERP has no active participants, the PBO and ABO are equal.

As of October 1, 2023 and October 2, 2022, respectively, the Qualified Plan's ABO was less than the fair value of its plan assets. The SERP is an unfunded plan and, as such, had no plan assets as of October 1, 2023 and October 2, 2022. The following sets forth the PBO, ABO, and fair value of plan assets of our pension plans as of the measurement date in each fiscal year (*in thousands*):

	2023	2022
Qualified Plan:		
Projected benefit obligation	$ 266,345	$ 293,342
Accumulated benefit obligation	$ 266,345	$ 293,342
Fair value of plan assets	$ 275,143	$ 303,951
SERP:		
Projected benefit obligation	$ 53,513	$ 56,891
Accumulated benefit obligation	$ 53,513	$ 56,891
Fair value of plan assets	$ —	$ —

Net periodic benefit cost — The components of the fiscal year net periodic benefit cost were as follows (*in thousands*):

	2023	2022	2021
Qualified Plan:			
Interest cost	$ 16,068	$ 12,506	$ 12,558
Expected return on plan assets	(15,105)	(18,103)	(19,340)
Actuarial loss	2,349	2,193	3,510
Net periodic benefit (credit) cost	$ 3,312	$ (3,404)	$ (3,272)
SERP:			
Interest cost	$ 3,149	$ 2,173	$ 2,169
Actuarial loss	718	1,666	1,743
Amortization of unrecognized prior service cost	19	19	19
Net periodic benefit cost	$ 3,886	$ 3,858	$ 3,931
Postretirement health plans:			
Interest cost	$ 700	$ 489	$ 563
Actuarial (gain) loss	(932)	(640)	(341)
Net periodic benefit (credit) cost	$ (232)	$ (151)	$ 222

Prior service costs are amortized on a straight-line basis from date of participation to full eligibility. Unrecognized gains or losses are amortized using the "corridor approach" under which the net gain or loss in excess of 10% of the greater of the PBO or the market-related value of the assets, if applicable, is amortized. For our Qualified Plan, actuarial losses are amortized over the average future expected lifetime of all participants expected to receive benefits. For our SERP, actuarial losses are amortized over the expected remaining future lifetime for inactive participants, and for our postretirement health plans, actuarial losses are amortized over the expected remaining future lifetime of inactive participants expected to receive benefits.

Assumptions — We determine our actuarial assumptions on an annual basis. In determining the present values of our benefit obligations and net periodic benefit costs as of and for the fiscal years ended October 1, 2023, October 2, 2022, and October 3, 2021, we used the following weighted-average assumptions:

	2023	2022	2021
Assumptions used to determine benefit obligations (1):			
Qualified Plan:			
Discount rate	6.10%	5.63%	3.11%
SERP:			
Discount rate	6.26%	5.80%	2.99%
Rate of future pay increases (2)	N/A	N/A	N/A
Postretirement health plans:			
Discount rate	6.27%	5.82%	2.95%
Assumptions used to determine net periodic benefit cost (3):			
Qualified Plan:			
Discount rate	5.63%	3.11%	3.10%
Long-term rate of return on assets	5.10%	4.50%	5.40%
SERP:			
Discount rate	5.80%	2.99%	2.84%
Rate of future pay increases (2)	N/A	N/A	N/A
Postretirement health plans:			
Discount rate	5.82%	2.95%	2.77%

(1) Determined as of end of year.
(2) Rate is not applicable as there are no active employees as of fiscal year end 2023, 2022 or 2021.
(3) Determined as of beginning of year.

The assumed discount rates were determined by considering the average of pension yield curves constructed of a population of high-quality bonds with a Moody's or Standard and Poor's rating of "AA" or better whose cash flow from coupons and maturities match the year-by-year projected benefit payments from the plans. As benefit payments typically extend beyond the date of the longest maturing bond, cash flows beyond 30 years were discounted back to the 30th year and then matched like any other payment.

The assumed expected long-term rate of return on assets is the weighted-average rate of earnings expected on the funds invested or to be invested to provide for the pension obligations. The long-term rate of return on assets was determined taking into consideration our projected asset allocation and economic forecasts prepared with the assistance of our actuarial consultants.

The assumed discount rate and expected long-term rate of return on assets have a significant effect on amounts reported for our pension and postretirement plans. If the discount rate and expected rate of return on assets used were to decrease by 0.25%, fiscal 2023 earnings before income taxes would have decreased by less than $0.1 million and decreased by $1.0 million, respectively.

For measurement purposes, the weighted-average assumed health care cost trend rates for our postretirement health plans were as follows for each fiscal year:

	2023	2022	2021
Healthcare cost trend rate for next year:			
Participants under age 65	6.25%	6.25%	6.50%
Participants age 65 or older	6.25%	5.75%	6.00%
Rate to which the cost trend rate is assumed to decline:			
Participants under age 65	4.50%	4.50%	4.50%
Participants age 65 or older	4.50%	4.50%	4.50%
Year the rate reaches the ultimate trend rate:			
Participants under age 65	2031	2030	2030
Participants age 65 or older	2031	2028	2028

The assumed healthcare cost trend rate represents our estimate of the annual rates of change in the costs of the healthcare benefits currently provided by our postretirement plans. The healthcare cost trend rate implicitly considers estimates of healthcare inflation, changes in healthcare utilization and delivery patterns, technological advances and changes in the health status of the plan participants. The healthcare cost trend rate assumption has a significant effect on the amounts reported.

Plan assets — Our investment philosophy is to invest assets in a prudent manner to meet the obligation of providing benefits to Plan participants and their beneficiaries in accordance with the time horizon appropriate for the Plan while employing asset diversification to minimize the risk of large losses. Our asset allocation strategy utilizes multiple investment managers in order to maximize the plan's return while minimizing risk. We regularly monitor our asset allocation, and senior financial management and the Finance Committee of the Board of Directors review performance results quarterly. We continually review our target asset allocation for our Qualified Plan and when changes are made, we reallocate our plan assets over a period of time, as deemed appropriate by senior financial management, to achieve our target asset allocation. Our plan asset allocation at the end of each fiscal 2023 and 2022 and respective target allocations were as follows:

	2023	Target	Minimum	Maximum
Cash & cash equivalents	1%	—%	—%	—%
Global equity	11%	12%	7%	17%
Alternative credit	10%	9%	4%	14%
Real assets	10%	9%	4%	14%
Liability-hedging assets	68%	70%	60%	80%
	100%	100%		

	2022	Target	Minimum	Maximum
Cash & cash equivalents	1%	1%	—%	—%
Domestic equities	11%	11%	5%	17%
International equities	11%	11%	5%	17%
Core fixed funds	57%	64%	57%	71%
High yield	2%	2%	—%	5%
Alternative investments	4%	4%	—%	8%
Real estate	7%	—%	—%	5%
Real return bonds	7%	7%	—%	14%
	100%	100%		

The Company measures its defined benefit plan assets and obligations as of the month-end date closest to its fiscal year end, which is a practical expedient under FASB authoritative guidance. The fair values of the Qualified Plan's assets by asset category are as follows (*in thousands*):

		Total	Other (i.e. NAV Assets) (3)	Quoted Prices in Active Markets for Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Fair Value at September 30, 2023:						
Cash and cash equivalents	(1)	$ 3,266	$ —	$ —	$ 3,266	$ —
Equity:						
Global equity	(2)	30,879	30,879	—	—	—
Fixed income:						
Liability-hedging assets	(4)	184,085	77,653	—	106,432	—
Alternative credit	(5)	28,378	28,378	—	—	—
Real assets	(6)	28,535	28,535	—	—	—
		$ 275,143	$ 165,445	$ —	$ 109,698	$ —
Fair Value at September 30, 2022:						
Cash and cash equivalents	(1)	$ 2,267	$ —	$ —	$ 2,267	$ —
Equity:						
U.S. equity	(7)	33,659	—	33,659	—	—
International equity	(8)	32,807	16,250	16,557	—	—
Fixed income:						
Investment grade	(9)	193,426	—	20,138	173,288	—
High yield	(10)	6,970	—	6,970	—	—
Alternative investments	(11)	12,061	12,061	—	—	—
Real estate	(12)	22,761	22,761	—	—	—
		$ 303,951	$ 51,072	$ 77,324	$ 175,555	$ —

(1) Cash and cash equivalents are comprised of commercial paper, short-term bills and notes, and short-term investment funds, which are valued at quoted prices in active markets for similar securities.

(2) Global equity is comprised of investments in publicly traded common stocks and other equity-type securities issued by companies throughout the world, including convertible securities, preferred stock, rights and warrants.

(3) Certain investments that are measured at fair value using the net asset value ("NAV") per share (or its equivalent) practical expedient are not categorized in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statement of financial position.

(4) Liability-hedging assets are comprised of investments in fixed income securities or derivatives thereof that are intended to mitigate interest rate risk or reduce the interest rate duration mismatch between the assets and liabilities of the Plan.

(5) Alternative credit includes investments in a range of public and private credit securities, including below investment grade rated bonds and loans, securitized credit, and emerging market debt.

(6) Real assets are investments in public and private debt and equity investments, including but not limited to real estate, infrastructure, timberland and agriculture/farmland.

(7) U.S. equity securities are comprised of investments in common stock of U.S. companies for total return purposes. These investments are valued by the trustee at closing prices from national exchanges on the valuation date.

(8) International equity securities are comprised of investments in common stock of companies located outside of the U.S. for total return purposes. These investments are valued by the trustee at closing prices from national exchanges on the valuation date, or the values are adjusted as a result of market movements following the close of local trading using inputs to models that are observable either directly or indirectly. The portion of these investments that are measured at fair value using the net asset value ("NAV") per share practical expedient can be redeemed on a monthly basis.

(9) Investment grade fixed income consists of debt obligations either issued by the U.S. government or have a rating of BBB- / Baa or higher assigned by a major credit rating agency. These investments are valued based on unadjusted quoted market prices (Level 1), or based on quoted prices in inactive markets, or whose values are based on models, but the inputs to those models are observable either directly or indirectly (Level 2).

(10) High yield fixed income consists primarily of debt obligations that have a rating of below BBB- / Baa or lower assigned by a major credit rating agency. These investments are valued based on unadjusted quoted market prices.

(11) Alternative investments consist primarily of an investment in asset classes other than stocks, bonds, and cash. Alternative investments can include commodities, hedge funds, private equity, managed futures, and derivatives. These investments are valued based on unadjusted quoted market prices and can be redeemed on a bi-monthly basis.

(12) Real estate includes investments in a real estate collective trust for purposes of total return. These investments are valued based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These investments can be redeemed on a quarterly basis.

Future cash flows — Our policy is to fund our plans at or above the minimum required by law. As of the date of our last actuarial funding valuation, there was no minimum requirement. We do not anticipate making any contributions to our Qualified Plan in fiscal 2024. Contributions expected to be paid in the next fiscal year, the projected benefit payments for each of the next five fiscal years, and the total aggregate amount for the subsequent five fiscal years are as follows (*in thousands*):

	Defined Benefit Plans	Postretirement Health Plans
Estimated net contributions during fiscal 2024	$ 5,138	$ 1,105
Estimated future year benefit payments during fiscal years:		
2024	$ 20,353	$ 1,105
2025	$ 20,536	$ 1,122
2026	$ 20,888	$ 1,133
2027	$ 21,304	$ 1,138
2028	$ 21,708	$ 1,133
2029-2033	$ 113,833	$ 5,346

We will continue to evaluate contributions to our Qualified Plan based on changes in pension assets as a result of asset performance in the current market and economic environment. Expected benefit payments are based on the same assumptions used to measure our benefit obligations at October 1, 2023 and include estimated future employee service, if applicable.

13. SHARE-BASED EMPLOYEE COMPENSATION

Stock incentive plans — We offer share-based compensation plans to attract, retain, and motivate key officers, employees, and non-employee directors to work toward the financial success of the Company.

Our stock incentive plans are administered by the Compensation Committee of the Board of Directors and have been approved by the stockholders of the Company. The terms and conditions of our share-based awards are determined by the Compensation Committee for each award date and may include provisions for the exercise price, expirations, vesting, restriction on sales, and forfeitures, as applicable. We issue new shares to satisfy stock issuances under our stock incentive plans.

Our Amended and Restated 2004 Stock Incentive Plan ("Prior Plan") authorized the issuance of up to 11,600,000 common shares in connection with the granting of stock options, stock appreciation rights, restricted stock purchase rights, restricted stock bonuses, restricted stock units, or performance units to our employees and directors. As of January 1, 2023, no additional awards were granted under the Prior Plan. Our Jack in the Box Inc. 2023 Omnibus Incentive Plan ("Plan") authorizes the issuance of up to 2,500,000 common shares plus Prior Plan returning shares in connection with outstanding awards as of January 6, 2023 that on or following such date are not issued, settled in cash, or fail to vest. The Plan is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company, and provide a means by which such persons may benefit from increases in value of the common stock. The Plan provides for the granting of stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, or performance stock awards, to our employees and directors. There were 2,454,425 shares of common stock available for future issuance under this plan as of October 1, 2023.

We also maintain a deferred compensation plan for non-management directors under which those who are eligible to receive fees or retainers may choose to defer receipt of their compensation. The deferred amounts are converted to stock equivalents. The plan requires settlement in shares of our common stock based on the number of stock equivalents and dividend equivalents at the time of a participant's separation from the Board of Directors. This plan provides for the issuance of up to 350,000 shares of common stock in connection with the crediting of stock equivalents. There were 142,918 shares of common stock available for future issuance under this plan as of October 1, 2023.

Compensation expense — The components of share-based compensation expense, included within "Selling, general, and administrative expenses" in our consolidated statements of earnings, in each fiscal year are as follows (*in thousands*):

	2023	2022	2021
Nonvested restricted stock units	$ 7,598	$ 4,544	$ 2,969
Stock options	4	19	25
Performance share awards	3,195	1,835	830
Nonvested restricted stock awards	166	434	—
Non-management directors' deferred compensation	242	290	224
Total share-based compensation expense	$ 11,205	$ 7,122	$ 4,048

Nonvested restricted stock units — Nonvested restricted stock units ("RSUs") are generally issued to employees and non-employee directors. Grants to executive officers of time-vesting RSUs vest ratably over four years or three years, are subject to a stock holding requirement of 50% of after-tax net shares resulting from the vesting of RSUs, and must be held until the multiple of base salary stock ownership is met. There were 38,772 RSU's vesting over four years, and 54,561 RSU's vesting over three years outstanding as of October 1, 2023. RSUs issued to non-management directors vest 12 months from the date of grant, or upon termination of board service, including RSUs for which the director elected to defer receipt until termination of board service, and totaled 83,251 units outstanding as of October 1, 2023. RSUs issued to certain other employees either cliff vest or vest ratably over three years and totaled 151,952 units outstanding as of October 1, 2023. These awards are amortized to compensation expense over the estimated vesting period based upon the fair value of our common stock on the award date discounted by the present value of the expected dividend stream over the vesting period.

The following is a summary of RSU activity for fiscal 2023:

	Shares	Weighted-Average Grant Date Fair Value
RSUs outstanding at October 2, 2022	236,606	$ 75.98
Granted	186,938	$ 68.56
Released	(55,919)	$ 81.97
Forfeited	(39,089)	$ 74.01
RSUs outstanding at October 1, 2023	328,536	$ 70.97

As of October 1, 2023, there was approximately $11.8 million of total unrecognized compensation cost related to RSUs, which is expected to be recognized over a weighted-average period of 1.9 years. The weighted-average grant date fair value of awards granted was $68.56, $78.28, and $95.44 in fiscal years 2023, 2022, and 2021, respectively. In fiscal years 2023, 2022, and 2021, the total fair value of RSUs that vested and were released was $4.6 million, $2.5 million, and $4.3 million, respectively.

Stock options — Option grants have contractual terms of seven years and employee options vest over a three-year period. Options may vest sooner upon retirement from the Company for employees meeting certain age and years of service thresholds. All option grants provide for an option exercise price equal to the closing market value of the common stock on the date of grant.

The following is a summary of stock option activity for fiscal 2023:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Options outstanding at October 2, 2022	32,450	$ 92.80		
Exercised	(3,500)	$ 75.23		
Options outstanding at October 1, 2023	28,950	$ 94.92	1.11	$ —
Options exercisable at October 1, 2023	28,950	$ 94.92	1.11	$ —

The aggregate intrinsic value in the table above is the amount by which the current market price of our stock on October 1, 2023 exceeds the weighted-average exercise price.

We use a valuation model to determine the fair value of options granted that requires the input of highly subjective assumptions, including the expected volatility of the stock price. No stock option awards were granted in fiscal 2023, 2022, or 2021.

As of October 1, 2023, there was no unrecognized compensation cost related to stock options grants. The total intrinsic value of stock options exercised was less than $0.1 million in fiscal years 2023 and 2022, respectively, and was $1.6 million in fiscal year 2021.

Performance share awards — Performance share awards, granted in the form of stock units, represent a right to receive a certain number of shares of common stock based on the achievement of corporate performance goals and continued employment during the vesting period. Performance share awards issued to executives vest at the end of a three-year period and vested amounts may range from 0% to a maximum of 150% of targeted amounts depending on the achievement of performance measures at the end of a three-year period. If the awardee ceases to be employed by the Company prior to the last day of the performance period due to retirement, disability, or death, the performance share awards become vested pro-rata based on the number of full accounting periods the awardee was continuously employed by the Company during the performance period. The expected cost of the shares is based on the fair value of our stock on the date of grant and is reflected over the vesting period with a reduction for estimated forfeitures. These awards may be settled in cash or shares of common stock at the election of the Company on the date of grant. It is our intent to settle these awards with shares of common stock.

The following is a summary of performance share award activity for fiscal 2023:

	Shares		Weighted-Average Grant Date Fair Value
Performance share awards outstanding at October 2, 2022	65,382	$	79.14
Granted	56,466	$	65.74
Issued	(1,126)	$	70.56
Forfeited	(13,548)	$	77.54
Performance share awards outstanding at October 1, 2023	107,174	$	72.51

As of October 1, 2023, there was approximately $3.2 million of total unrecognized compensation cost related to performance share awards, which is expected to be recognized over a weighted-average period of 1.8 years. The weighted-average grant date fair value of awards granted was $65.74, $78.95, and $88.88 in fiscal years 2023, 2022, and 2021, respectively. The total fair value of awards that became fully vested during fiscal years 2023, 2022, and 2021 was $1.8 million, $0.1 million, and $0.6 million, respectively.

Nonvested restricted stock awards — As part of the Merger Agreement, on the Closing Date, the Company assumed Del Taco's historical equity compensation plans. The awards under Del Taco's historical equity compensation plans that were not subject to accelerated vesting were exchanged for replacement awards of the Company, which included Del Taco's non-accelerating restricted stock awards. Immediately following the Merger, these replacement awards were modified to accelerate the remaining vesting period to be one year following the Closing Date, other than the awards already scheduled to vest on June 30, 2022.

The following is a summary of nonvested restricted stock awards for fiscal 2023:

	Shares		Weighted-Average Grant Date Fair Value
Restricted stock awards outstanding at October 2, 2022	4,670	$	82.33
Issued	(4,670)	$	82.33
Restricted stock awards outstanding at October 1, 2023	—	$	—

As of October 1, 2023, there was no unrecognized compensation cost related to nonvested stock awards. The total fair value of awards that vested and were released during fiscal years 2023 and 2022, was $0.4 million and $0.7 million, respectively.

Non-management directors' deferred compensation — All awards outstanding under our directors' deferred compensation plan are accounted for as equity-based awards and deferred amounts are converted into stock equivalents based on a per share price equal to the average of the closing price of our common stock for the 10 trading days immediately preceding the date the deferred compensation is credited to the director's account. During fiscal 2023, 2022, and 2021, no shares of common stock were issued in connection with director retirements.

The following is a summary of the stock equivalent activity for fiscal 2023:

	Stock Equivalents	Weighted-Average Grant Date Fair Value
Stock equivalents outstanding at October 2, 2022	116,274	$ 45.28
Deferred directors' compensation	3,072	$ 81.38
Dividend equivalents	3,635	$ 78.51
Stock equivalents outstanding at October 1, 2023	122,981	$ 47.16

14. STOCKHOLDERS' DEFICIT

Repurchases of common stock — In fiscal 2023, the Company purchased 1.1 million shares of its common stock for an aggregate cost of $90.7 million, including applicable excise tax. As of October 1, 2023, there was $85.0 million remaining amount under share repurchase programs authorized by the Board of Directors which expired on November 20, 2023.

Dividends — In fiscal 2023, the Board of Directors declared four cash dividends of $0.44, respectively, totaling $36.2 million. Future dividends are subject to approval by our Board of Directors.

15. AVERAGE SHARES OUTSTANDING

Our basic earnings per share calculation is computed based on the weighted-average number of common shares outstanding. Our diluted earnings per share calculation is computed based on the weighted-average number of common shares outstanding adjusted by the number of additional shares that would have been outstanding had the potentially dilutive common shares been issued. Potentially dilutive common shares include nonvested stock awards and units, stock options, and non-management director stock equivalents. Performance share awards are included in the average diluted shares outstanding each period if the performance criteria have been met at the end of the respective periods.

The following table reconciles basic weighted-average shares outstanding to diluted weighted-average shares outstanding in each fiscal year (*in thousands*):

	2023	2022	2021
Weighted-average shares outstanding — basic	20,603	21,195	22,402
Effect of potentially dilutive securities:			
Nonvested stock awards and units	134	47	62
Stock options	1	1	9
Performance share awards	26	2	5
Weighted-average shares outstanding — diluted	20,764	21,245	22,478
Excluded from diluted weighted-average shares outstanding:			
Antidilutive	25	23	29
Performance conditions not satisfied at the end of the period	81	61	25

16. COMMITMENTS AND CONTINGENCIES

Purchase commitments — Jack in the Box and Del Taco have long-term food and beverage supply agreements with certain major vendors, which provide food and fountain drink products and marketing support funding to the Company and its franchisees. These agreements require minimum purchases by the Company and its franchisees at agreed upon prices until the total volume commitments have been reached. Based on current pricing and ratio of usage at company-operated to franchised restaurants as of October 1, 2023, total food and beverage purchase requirements under these agreements is estimated to be approximately $131.9 million over the next five years.

We also have entered into various arrangements with vendors providing information technology services with no early termination fees. The Company's unconditional purchase obligations on these contracts total approximately $16.3 million over the next five years.

Legal matters — The Company assesses contingencies, including litigation contingencies, to determine the degree of probability and range of possible loss for potential accrual in our financial statements. An estimated loss contingency is accrued in the financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. As of October 1, 2023, the Company had accruals of $40.9 million for all of its legal matters in aggregate, presented within "Accrued liabilities" on our consolidated balance sheet. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated, or unrelated to possible outcomes, and as such are not meaningful indicators of our potential liability or financial exposure. The Company regularly reviews contingencies to determine the adequacy of the accruals and related disclosures. The ultimate amount of loss may differ from these estimates. Any estimate is not an indication of expected loss, if any, or of the Company's maximum possible loss exposure and the ultimate amount of loss may differ materially from these estimates in the near term.

Gessele v. Jack in the Box Inc. — In August 2010, five former Jack in the Box employees instituted litigation in federal court in Oregon alleging claims under the federal Fair Labor Standards Act and Oregon wage and hour laws. The plaintiffs alleged that Jack in the Box failed to pay non-exempt employees for certain meal breaks and improperly made payroll deductions for shoe purchases and for workers' compensation expenses, and later added additional claims relating to timing of final pay and related wage and hour claims involving employees of a franchisee. In 2016, the court dismissed the federal claims and those relating to franchise employees. In June 2017, the court granted class certification with respect to state law claims of improper deductions and late payment of final wages. The parties participated in a voluntary mediation on March 16, 2020, but the matter did not settle. On October 24, 2022, a jury awarded plaintiffs approximately $6.4 million in damages and penalties. The Company continues to dispute liability and the damage award and will defend against both through post-trial motions and all other available appellate remedies. As of October 1, 2023, the Company has accrued the verdict amount above, as well as pre-judgment and post-judgement interest and an estimated fee award, for an additional $8.3 million. These amounts are included within "Accrued liabilities" on our consolidated balance sheet as of October 1, 2023. The Company will continue to accrue for post-judgment interest until the matter is resolved.

Torrez — In March 2014, a former Del Taco employee filed a purported Private Attorneys General Act claim and class action alleging various causes of action under California's labor, wage, and hour laws. The plaintiff generally alleges Del Taco did not appropriately provide meal and rest breaks and failed to pay wages and reimburse business expenses to its California non-exempt employees. On November 12, 2021, the court granted, in part, the plaintiff's motion for class certification. The parties participated in a voluntary mediation on May 24, 2022 and June 3, 2022. On June 4, 2022, we entered into a Settlement Memorandum of Understanding (the "Agreement") which obligates the Company to pay a gross settlement amount of $50.0 million, for which in exchange we will be released from all claims by the parties. On August 8, 2023, the court issued its final approval of the settlement and on August 9, 2023 final judgement was entered. The Company made its first payment of half of the settlement amount on August 28, 2023. Payment of the second half is due on November 27, 2023. As of October 1, 2023, the Company has accrued the remaining settlement amount of $25.5 million, which included within "Accrued liabilities" on its consolidated balance sheet.

J&D Restaurant Group — On April 17, 2019, the trustee for a bankrupt former franchisee filed a complaint generally alleging the Company wrongfully terminated the franchise agreements and unreasonably denied two perspective purchasers the former franchisee presented. The parties participated in a mediation in April 2021, and again in December 2022, but the matter did not settle. Trial commenced on January 9, 2023. On February 8, 2023, the jury returned a verdict finding the Company had not breached any contracts in terminating the franchise agreements or denying the proposed buyers. However, while the jury also found the Company had not violated the California Unfair Practices Act, it found for the plaintiff on the claim for breach of implied covenant of good faith and fair dealing, and awarded $8.0 million in damages. On May 9, 2023, the court granted the Company's post-trial motion, overturning the jury verdict and ordering the plaintiff take nothing on its claims. As a result, the Company reversed the prior $8.0 million accrual, and as of October 1, 2023, the Company has no amounts accrued for this case on its consolidated balance sheet. The Plaintiff has appealed the trial court's post-trial rulings.

Other legal matters — In addition to the matters described above, we are subject to normal and routine litigation brought by former or current employees, customers, franchisees, vendors, landlords, shareholders, or others. We intend to defend ourselves in any such matters. Some of these matters may be covered, at least in part, by insurance or other third-party indemnity obligation. We record receivables from third party insurers when recovery has been determined to be probable.

Lease guarantees — We remain contingently liable for certain leases relating to our former Qdoba business which we sold in fiscal 2018. Under the Qdoba Purchase Agreement, the buyer has indemnified the Company of all claims related to these guarantees. As of October 1, 2023, the maximum potential liability of future undiscounted payments under these leases is approximately $21.7 million. The lease terms extend for a maximum of approximately 14 more years and we would remain a guarantor of the leases in the event the leases are extended for any established renewal periods. In the event of default, we believe the exposure is limited due to contractual protections and recourse available in the lease agreements, as well as the Qdoba Purchase Agreement, including a requirement of the landlord to mitigate damages by re-letting the properties in default, and indemnity from the Buyer. The Company has not recorded a liability for these guarantees as we believe the likelihood of making any future payments is remote.

17. SUPPLEMENTAL CONSOLIDATED CASH FLOW INFORMATION (in thousands)

	2023	2022	2021
Cash paid during the year for:			
Income tax payments	$ 17,811	$ 33,819	$ 48,200
Interest payments	$ 78,958	$ 70,475	$ 60,413
Non-cash investing and financing transactions:			
Increase in notes and accounts receivable from the sale of restaurant properties	$ —	$ 10,001	$ —
Increase in dividends accrued or converted to common stock equivalents	$ 285	$ 275	$ 232
Consideration for franchise acquisitions	$ —	$ 297	$ 1,305
Increase in obligations for purchases of property and equipment	$ 3,731	$ 1,637	$ 1,755

18. SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT INFORMATION (in thousands)

	October 1, 2023	October 2, 2022
Accounts and other receivables, net:		
Trade	$ 93,660	$ 90,105
Notes receivable, current portion	2,262	8,643
Income tax receivable	949	878
Other	6,953	10,152
Allowance for doubtful accounts	(4,146)	(5,975)
	$ 99,678	$ 103,803
Other assets, net:		
Company-owned life insurance policies	$ 113,205	$ 108,924
Franchise tenant improvement allowances	43,590	32,429
Deferred rent receivable	41,947	43,891
Notes receivable, less current portion	11,927	11,624
Other	30,038	29,701
	$ 240,707	$ 226,569
Accrued liabilities:		
Income tax liabilities	$ 58,155	$ 6,338
Payroll and related taxes	49,521	43,837
Legal accruals	40,877	59,165
Insurance	31,349	32,272
Sales and property taxes	30,508	30,947
Deferred rent income	19,397	18,525
Advertising	15,597	11,028
Deferred franchise fees and development fees	5,952	5,647
Other	50,822	46,173
	$ 302,178	$ 253,932
Other long-term liabilities:		
Defined benefit pension plans	$ 48,375	$ 51,679
Deferred franchise and development fees	44,522	40,802
Other	50,226	42,213
	$ 143,123	$ 134,694

19. SUBSEQUENT EVENTS

On November 16, 2023, the Board of Directors declared a cash dividend of $0.44 per share, to be paid on December 28, 2023 to shareholders of record as of the close of business on December 14, 2023. Future dividends will be subject to approval by our Board of Directors.

On November 16, 2023, the Board of Directors authorized a share repurchase program for up to $250.0 million of the Company's common stock. The size and timing of these repurchases will depend on pricing, market and economic conditions, legal and contractual requirements and other factors. The share repurchase program has no expiration date and may be modified, suspended or discontinued at any time.

EXHIBIT B

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT C

AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT D

LIST OF FRANCHISED LOCATIONS, FORMER FRANCHISEES, AND AGREEMENTS SIGNED BUT UNIT NOT YET OPENED

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Anthem	1537	39526 N Gavilan Peak Pkwy	85086	(623) 551-3380	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Apache Junction	1538	2600 W Apache Trl	85120	(480) 671-1061	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Avondale	1139	13088 W Rancho Santa Fe Blvd	85392	(623) 935-4141	AZ	Stine Enterprises #107, LLC	Adam	Stine
Avondale	1564	250 N Avondale Blvd	85323	(623) 932-2058	AZ	Stine Enterprises, Inc.	Stephen	Stine
Avondale	1588	10307 W McDowell Rd	85323	(623) 374-3477	AZ	Stine Enterprises, Inc.	Stephen	Stine
Benson	1658	601 E. 4th St	85602	(520) 402-2042	AZ	I Chief, LLC	Mustahil	Shah
Buckeye	1547	1460 S Watson Rd	85326	(623) 691-6042	AZ	Stine Enterprises #107, LLC	Adam	Stine
Bullhead City	1122	2350 Miracle Mile Ste 100	86442	(928) 758-5828	AZ	River Fast Foods, Inc.	Adel	Farag
Casa Grande	149	1194 E Florence Blvd	85122	(520) 836-0304	AZ	Superior Fast Foods, Inc.	Adel	Farag
Casa Grande	1595	1586 N Pinal Ave	85122	(520) 340-4934	AZ	Farag Enterprises, LLC	Adel	Farag
Chandler	138	141 N Arizona Ave	85225	(480) 963-7187	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Chandler	1140	4900 W Ray Rd	85226	(480) 775-4660	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Chandler	1142	900 N Cooper Rd	85225	(480) 821-2126	AZ	AAD&J, Inc.	Adel	Farag
Chandler	1144	1790 W Chandler Blvd	85224	(480) 726-3758	AZ	Stine Enterprises #107, LLC	Adam	Stine
Chandler	1195	2090 N Arizona Ave	85225	(480) 821-5671	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Chandler	1518	2070 N Dobson Rd	85224	(480) 792-0649	AZ	Stine Enterprises #107, LLC	Adam	Stine
Chandler	1526	955 E Riggs Rd	85249	(480) 802-7807	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Chandler	1548	4250 S Arizona Ave	85248	(480) 895-1903	AZ	Stine Enterprises, Inc.	Stephen	Stine
Cottonwood	1121	1180 S Highway 260	86326	(928) 639-1261	AZ	Cottonwood Fast Foods, Inc.	Adam	Schmitz
Flagstaff	141	505 S Milton Rd	86001	(928) 774-1723	AZ	Northern Arizona Fast Foods, Inc.	Adam	Schmitz

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Flagstaff	1198	3620 E Route 66	86004	(928) 526-8775	AZ	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
Fort Mohave	1635	5214 S Highway 95	86426	(928) 788-1939	AZ	FARAG ENTERPRISES II, LLC	Adel	Farag
Gilbert	1501	4361 E Baseline Rd	85234	(480) 558-0302	AZ	Superior Fast Foods, Inc.	Adel	Farag
Gilbert	1502	1585 E Warner Rd	85296	(480) 503-2533	AZ	Superior Fast Foods, Inc.	Adel	Farag
Gilbert	1549	4910 S Val Vista Dr	85296	(480) 782-1845	AZ	Stine Enterprises, Inc.	Stephen	Stine
Gilbert	1592	3270 S Higley Rd	85297	(480) 621-6962	AZ	Stine Enterprises, Inc.	Stephen	Stine
Glendale	117	5145 N 59th Ave	85301	(623) 931-6649	AZ	Stine Enterprises #107, LLC	Adam	Stine
Glendale	125	5447 W Glendale Ave	85301	(623) 931-9516	AZ	Stine Enterprises, Inc.	Stephen	Stine
Glendale	1170	9021 N 59th Ave	85302	(623) 937-0491	AZ	Stine Enterprises #107, LLC	Adam	Stine
Glendale	1176	5104 W Thunderbird Ave	85306	(602) 938-2074	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Glendale	1184	4305 W Bethany Home Rd	85301	(623) 931-0026	AZ	Stine Enterprises #107, LLC	Adam	Stine
Glendale	1500	20209 N 59th Ave	85308	(623) 362-3564	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Glendale	1596	9152 W Glendale Ave	85305	(623) 230-2115	AZ	Stine Enterprises #107, LLC	Adam	Stine
Globe	1160	1390 E Ash St	85501	(928) 425-5522	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Gold Canyon	1503	6478 E Us Highway 60	85118	(480) 288-5430	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Goodyear	1536	520 N Estrella Pkwy	85338	(623) 925-5521	AZ	Stine Enterprises #107, LLC	Adam	Stine
Goodyear	1578	16900 W Yuma Rd	85338	(623) 925-8263	AZ	Stine Enterprises #107, LLC	Adam	Stine
Kingman	1129	3301 Andy Devine Ave	86401	(928) 757-7374	AZ	B.L.K. Fast Foods, Inc.	Mark	Lay
Lake Havasu City	1177	30 S Lake Havasu Ave	86403	(928) 855-1145	AZ	Colo-Rio Fast Foods, Inc.	Mark	Lay
Laveen	1541	5115 W Southern Ave	85339	(602) 237-0502	AZ	Stine Enterprises #107, LLC	Adam	Stine

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Litchfield Park	1589	13860 W Camelback Rd	85340	(623) 594-4273	AZ	Stine Enterprises #107, LLC	Adam	Stine
Litchfield Park	1632	19395 W. Indian School Road	85340	(480) 698-2253	AZ	Stine Enterprises #107, LLC	Adam	Stine
Marana	1655	13925 N Sandario Rd	85653	(520) 354-2920	AZ	I Chief, LLC	Jacquelyn	Ake
Maricopa	1544	20975 N John Wayne Pkwy	85139	(520) 568-1943	AZ	Stine Enterprises #107, LLC	Adam	Stine
Mesa	148	1145 W University Dr	85201	(480) 833-1339	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Mesa	1133	1911 S Power Rd	85206	(480) 654-0232	AZ	AAD&J, Inc.	Adel	Farag
Mesa	1146	2719 N Power Rd	85215	(480) 325-9746	AZ	Superior Fast Foods, Inc.	Adel	Farag
Mesa	1156	5961 E Main St	85205	(480) 832-3481	AZ	CMAZ, LLC	Adel	Farag
Mesa	1165	1860 W Southern Ave	85202	(480) 964-9548	AZ	FARAG AND HARIA, LLC	Adel	Farag
Mesa	1171	440 E Southern Ave	85204	(480) 962-1938	AZ	CMAZ, LLC	Adel	Farag
Mesa	1178	2846 E Main St	85213	(480) 832-9581	AZ	CMAZ, LLC	Adel	Farag
Mesa	1179	1232 W Baseline Rd	85202	(480) 838-0677	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Mesa	1186	2120 E Baseline Rd	85204	(480) 497-2795	AZ	AAD&J, Inc.	Adel	Farag
Mesa	1199	1945 W Main St	85201	(480) 867-1830	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Mesa	1507	1105 S Val Vista Dr	85204	(480) 324-1623	AZ	Dosti Enterprise L.L.C.	Adel	Farag
Mesa	1508	525 N Stapley Dr	85203	(480) 610-5302	AZ	AAD&J, Inc.	Adel	Farag
Mesa	1516	427 W Mckellips Rd	85201	(480) 890-7200	AZ	Superior Fast Foods, Inc.	Adel	Farag
Mesa	1519	1403 S Crismon Rd	85209	(480) 357-3731	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Mesa	1555	5207 S Power Rd	85212	(480) 279-2536	AZ	Stine Enterprises, Inc.	Stephen	Stine
Mesa	1593	9147 E Broadway Rd	85208	(480) 471-8610	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Mesa	1610	9113 E Guadalupe Rd	85212	(480) 590-3066	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Mesa	1617	4338 S Signal Butte Rd	85212	(480) 410-6105	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Nogales	1539	383 W Mariposa Rd	85621	(520) 377-2974	AZ	I Chief, LLC	Mustahil	Shah

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Page	1149	931 Highway 89	86040	(928) 645-2711	AZ	Gateway Fast Foods, Inc.	Adam	Schmitz
Parker	1597	205 Riverside Dr	85344	(928) 575-1575	AZ	Parker Fast Foods LLC	Mark	Lay
Payson	1136	301 E State Highway 260	85541	(928) 472-8060	AZ	Payson Fast Foods, Inc.	Adam	Schmitz
Peoria	1103	7425 W Cactus Rd	85381	(623) 878-0002	AZ	Stine Enterprises #107, LLC	Adam	Stine
Peoria	1145	9066 W Olive Ave	85345	(623) 486-3938	AZ	Stine Enterprises #107, LLC	Adam	Stine
Peoria	1513	8236 W Deer Valley Rd	85382	(623) 566-7988	AZ	Stine Enterprises, Inc.	Stephen	Stine
Peoria	1572	9841 W Happy Valley Rd	85383	(623) 561-1610	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	101	1833 W Van Buren St	85007	(602) 254-9324	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	103	2202 E Indian School Rd	85016	(602) 954-9130	AZ	AAD&J, Inc.	Adel	Farag
Phoenix	105	3545 E Thomas Rd	85018	(602) 956-3020	AZ	Superior Fast Foods, Inc.	Adel	Farag
Phoenix	106	1601 E Van Buren St	85006	(602) 252-1533	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Phoenix	108	3455 W Mcdowell Rd	85009	(602) 278-0529	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	112	132 W Mcdowell Rd	85003	(602) 253-8666	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	116	4119 N 7th St	85014	(602) 274-3914	AZ	Superior Fast Foods, Inc.	Adel	Farag
Phoenix	123	8951 N 19th Ave	85021	(602) 944-0710	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	129	4313 W Thomas Rd	85031	(602) 278-3971	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	142	1935 W Thunderbird Rd	85023	(602) 993-8810	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Phoenix	143	12223 N 32nd St	85032	(602) 992-1030	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	144	3512 W Thunderbird Rd	85053	(602) 938-8340	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Phoenix	145	1802 W Bell Rd	85023	(602) 866-9048	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1100	10621 N 43rd Ave	85029	(602) 439-4843	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1102	2520 W Glendale Ave	85051	(602) 995-3677	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1105	4741 E Mcdowell Rd	85008	(602) 275-0303	AZ	Stine Enterprises, Inc.	Stephen	Stine

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Phoenix	1110	2440 W Thomas Rd	85015	(602) 256-7223	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1114	1902 W Buckeye Rd	85009	(602) 253-8142	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1116	1001 N 24th St	85008	(602) 244-8860	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Phoenix	1130	4950 E Ray Rd	85044	(480) 496-9168	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1141	19818 N 27th Ave	85027	(623) 780-3669	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1147	4020 E Bell Rd	85032	(602) 953-5495	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1153	17017 N Cave Creek Rd	85032	(602) 971-9496	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1154	7510 W Indian School Rd	85033	(623) 849-3022	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1162	5959 W Baseline Rd	85339	(602) 612-4424	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1172	6001 W Thomas Rd	85033	(623) 247-1746	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1180	5814 S Central Ave	85040	(602) 276-2183	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1181	2701 W Camelback Rd	85017	(602) 249-0170	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1182	7850 N 35th Ave	85051	(602) 841-1350	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Phoenix	1183	4749 E Southern Ave	85042	(602) 438-0578	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Phoenix	1190	4151 W Bell Rd	85053	(602) 843-5716	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Phoenix	1192	3150 E Washington St	85034	(602) 275-5083	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1193	6351 N 7th St	85014	(602) 241-1433	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Phoenix	1514	9920 W Indian School Rd	85037	(623) 772-1600	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1517	8225 W Camelback Rd	85033	(623) 849-0630	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1520	3502 W Buckeye Rd	85009	(602) 353-1660	AZ	Stine Enterprises #107, LLC	Adam	Stine

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Phoenix	1522	9050 W Thomas Rd	85037	(623) 872-1375	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1524	620 E Buckeye Rd	85004	(602) 258-6305	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1525	2141 W Deer Valley Rd	85027	(623) 582-0894	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1529	1921 W Broadway Rd	85041	(602) 305-9019	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1533	2330 E Baseline Rd	85042	(602) 243-5585	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1535	2711 S. 40th Street	85034	(602) 437-0706	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Phoenix	1552	6120 S 35th Ave	85041	(602) 276-3653	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1553	2420 E Beardsley Rd	85050	(602) 485-4030	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1560	2113 W Happy Valley Rd	85085	(623) 869-5006	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1576	2645 W Carefree Hwy	85085	(623) 587-9515	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1587	1075 N 67th Ave	85043	(623) 907-9612	AZ	Stine Enterprises, Inc.	Stephen	Stine
Phoenix	1590	1125 N. 51st Ave.	85043	(602) 442-2155	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1591	18441 N 7th St	85024	(602) 296-5152	AZ	Stine Enterprises #107, LLC	Adam	Stine
Phoenix	1599	2800 W Dunlap Ave	85051	(602) 675-0617	AZ	Stine Enterprises, Inc.	Stephen	Stine
Prescott	1540	3182 Willow Creek Rd	86301	(928) 771-0182	AZ	Prescott Fast Foods, Inc.	Adam	Schmitz
Prescott Valley	1512	7622 E State Route 69	86314	(928) 759-7227	AZ	Prescott Fast Foods, Inc.	Adam	Schmitz
Queen Creek	1542	534 E Hunt Hwy	85143	(480) 458-5225	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Queen Creek	1574	21292 E Ocotillo Rd	85142	(480) 655-6027	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Queen Creek	1627	25026 S Ellsworth Rd	85142	(000) 000-0000	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Safford	1654	1991 W Thatcher Blvd	85546	(928) 424-5226	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
San Tan Valley	100	37723 N Gantzel Rd	85140	(480) 902-4463	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Scottsdale	115	7412 E Mcdowell Rd	85257	(480) 946-8941	AZ	Stine Enterprises, Inc.	Stephen	Stine

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Scottsdale	1143	14842 Frank Lloyd Wright Blvd	85260	(480) 614-2665	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Scottsdale	1189	13610 N Scottsdale Rd Ste 31	85254	(480) 443-8005	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Scottsdale	1580	20385 N Hayden Rd	85255	(480) 419-4329	AZ	Stine Enterprises #107, LLC	Adam	Stine
Show Low	1125	4435 S White Mountain Rd	85901	(928) 537-0696	AZ	Northern Arizona Fast Foods, Inc.	Adam	Schmitz
Sierra Vista	1152	750 E Fry Blvd	85635	(520) 458-2666	AZ	I Chief, LLC	Mustahil	Shah
Sierra Vista	1554	2039 El Mercado Loop	85635	(520) 417-0990	AZ	I Chief, LLC	Mustahil	Shah
Sun City	1566	9906 W Thunderbird Blvd	85351	(623) 974-3120	AZ	Stine Enterprises #107, LLC	Adam	Stine
Surprise	1510	13738 W Bell Rd	85374	(623) 544-1531	AZ	Stine Enterprises #107, LLC	Adam	Stine
Surprise	1563	16760 W Bell Rd	85374	(623) 975-5294	AZ	Stine Enterprises #107, LLC	Adam	Stine
Surprise	1579	15333 W Waddell Rd	85379	(623) 546-3912	AZ	Stine Enterprises #107, LLC	Adam	Stine
Tempe	118	721 S Mill Ave	85281	(480) 967-8570	AZ	Superior Fast Foods, Inc.	Adel	Farag
Tempe	131	942 E Broadway Rd	85282	(480) 966-9080	AZ	Rucker Restaurant Holdings, LLC	Maria	Galaviz
Tempe	1112	901 E Curry Rd	85281	(480) 966-8367	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Tempe	1120	850 E Guadalupe Rd	85283	(480) 730-9888	AZ	Stine Enterprises #107, LLC	Adam	Stine
Tempe	1158	3102 S Mill Ave	85282	(480) 894-1077	AZ	Calzona Foods, Inc.	Joseph	Espinosa
Tempe	1197	2145 E University Dr	85281	(480) 894-8419	AZ	CMAZ, LLC	Adel	Farag
Tempe	1594	1350 W Broadway Rd	85281	(480) 247-9933	AZ	Stine Enterprises #107, LLC	Adam	Stine
Tolleson	1108	8302 W Lynwood St	85353	(623) 936-6259	AZ	Stine Enterprises #107, LLC	Adam	Stine
Tolleson	1561	9840 W Lower Buckeye Rd	85353	(623) 936-1801	AZ	Stine Enterprises, Inc.	Stephen	Stine
Tucson	133	4455 E Broadway Blvd	85711	(520) 326-8108	AZ	I Chief, LLC	Mustahil	Shah

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Tucson	1106	7910 E Speedway Blvd	85710	(520) 298-3002	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1111	4450 1st Ave	85719	(520) 888-8846	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1127	305 W Grant Rd	85705	(520) 629-0401	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1155	3121 N Campbell Ave	85719	(520) 325-3941	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1157	550 W Valencia Rd	85706	(520) 889-4422	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1166	1195 S Craycroft Rd	85711	(520) 790-3156	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1167	4949 N Oracle Rd	85704	(520) 887-8770	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1168	3397 S 6th Ave	85713	(520) 203-7153	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1173	3326 E Grant Rd	85716	(520) 326-8711	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1174	1202 W St Marys Rd	85745	(520) 623-4957	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1505	5000 E Valencia Rd	85756	(520) 664-2246	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1551	2985 W Valencia Rd	85746	(520) 883-7484	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1557	6380 E Golf Links Rd	85730	(520) 790-3003	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1571	9530 E 22nd St	85748	(520) 751-1881	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1653	3749 S Mission Rd	85713	(520) 209-1880	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1656	4479 W Ina Rd	85741	(520) 812-7865	AZ	I Chief, LLC	Mustahil	Shah
Tucson	1657	1055 N Park Ave	85719	(520) 771-8864	AZ	I Chief, LLC	Mustahil	Shah
Wellton	1569	28882 Commerce Way	85356	(928) 785-9218	AZ	Stine Enterprises #107, LLC	Adam	Stine
Youngtown	1546	11101 Nw Grand Ave	85363	(623) 523-0211	AZ	Stine Enterprises #107, LLC	Adam	Stine
Yuma	1137	2325 32nd St	85364	(928) 726-3641	AZ	Stine Enterprises #107, LLC	Adam	Stine
Yuma	1161	151 W 16th St	85364	(928) 783-5780	AZ	Stine Enterprises #107, LLC	Adam	Stine
Yuma	1164	3023 S 4th Ave	85364	(928) 344-4320	AZ	Stine Enterprises #107, LLC	Adam	Stine
Yuma	1532	6440 E 32nd St	85364	(928) 344-6697	AZ	Stine Enterprises #107, LLC	Adam	Stine
Yuma	1562	1244 S Castle Dome Ave	85365	(928) 329-0745	AZ	Stine Enterprises #107, LLC	Adam	Stine
Yuma	1585	3951 S Avenue 3 E	85365	(928) 726-0981	AZ	Stine Enterprises #107, LLC	Adam	Stine
Acton	3304	3830 W Sierra Hwy	93510	(661) 269-2635	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Agoura	181	5033 N Kanan Rd	91301	(818) 889-1653	CA	Herrick Foods, LLC	Cody	Herrick

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Alameda	432	1257 Park St	94501	(510) 522-8865	CA	Gul Food Management, Inc.	Saeed	Khan
Alameda	437	1826 Webster St	94501	(510) 523-6396	CA	Gul Food Management, Inc.	Saeed	Khan
Alhambra	3346	2531 W Valley Blvd	91803	(626) 299-1976	CA	JYM Enterprises, Inc.	John	Maki
Altadena	364	2305 N Lake Ave	91001	(626) 791-5402	CA	Bromley Foods, Inc.	Terence	Jones
American Canyon	4334	107 W American Canyon Rd	94503	(707) 644-1543	CA	Golden State Jacks, Inc.	Beryl	Haroan
Anaheim	223	2793 W Ball Rd	92804	(714) 220-9175	CA	BanEm, LLC	John	Maki
Anaheim	231	100 S State College Blvd	92806	(714) 758-9325	CA	Graffius Food Services, Inc.	Karen	Graffius
Anaheim	3165	2210 S Harbor Blvd	92802	(657) 272-8030	CA	Graffius Enterprises, Inc.	Mark	Graffius
Anaheim	3243	999 S Brookhurst St	92804	(714) 778-1232	CA	Central Group South, LLC	Cedric	Fong
Anaheim	3258	290 W Lincoln Ave	92805	(714) 533-0136	CA	Graffius Food Services, Inc.	Karen	Graffius
Anaheim	3274	1155 N Euclid Ave	92801	(714) 772-3740	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Anaheim	3510	1101 N Magnolia Ave	92801	(714) 484-4773	CA	KIPER ENTERPRISES, INC.	Gino	Perucci
Anderson	4368	2010 Arby Way	96007	(530) 365-1765	CA	Chico Foods, LLC	Asheet	Sharma
Antelope	3404	7949 Watt Ave	95843	(916) 334-1641	CA	YP Jacks, LLC	Dharmesh	Patel
Antioch	3491	4801 Lone Tree Way	94531	(925) 331-0470	CA	AKKAM, INC.	Anil	Yadav
Antioch	4340	2705 Hillcrest Ave	94531	(925) 732-6522	CA	AKKAM, INC.	Anil	Yadav
Apple Valley	3232	21630 Bear Valley Rd	92308	(760) 214-1713	CA	Envision Foods, LLC	Hamid	Sharafatian
Apple Valley	3326	20168 Us Highway 18	92307	(760) 946-2203	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Apple Valley	5400	15818 Apple Valley Rd	92307	(760) 946-1416	CA	Envision Foods, LLC	Hamid	Sharafatian
Apple Valley	5413	18901 Bear Valley Rd	92308	(760) 475-8009	CA	Envision Foods, LLC	Hamid	Sharafatian
Arcadia	3516	164 E Live Oak Ave	91006	(626) 254-9082	CA	Square King Foods, Inc.	Sam	Fong
Arroyo Grande	399	1208 Grand Ave	93420	(805) 489-3668	CA	SBF Foods, LLC	Pankaj	Bhatia
Artesia	3190	18299 Pioneer Blvd	90701	(562) 860-6657	CA	Square King Foods, Inc.	Sam	Fong
Atascadero	5418	9000 W Front St	93422	(805) 462-9200	CA	SBF Foods, LLC	Pankaj	Bhatia
Atwater	589	1898 Bellevue Rd	95301	(209) 358-5992	CA	Fresno Foods, LLC	Behzad	Nematzadeh

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Auburn	471	13421 E Lincoln Way	95603	(530) 888-0750	CA	Devika Restaurants Inc.	Dev	Sagar
Azusa	3217	877 E Alosta Ave	91702	(626) 969-1153	CA	M & B Restaurant Group	Gregory	Gribble
Azusa	3579	126 N Azusa Ave	91702	(626) 334-7504	CA	California Sunrise, Incorporated	Garren	Grieve
Baker	3394	72358 Baker Blvd	92309	(760) 733-4814	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Bakersfield	174	5656 California Ave	93309	(661) 325-9067	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	176	3350 Stine Ave	93309	(661) 397-6872	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	300	3002 Ming Ave	93304	(661) 832-5942	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	3162	5320 Olive Dr	93308	(661) 393-3391	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	3199	1200 Oak St	93304	(661) 861-8337	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	3235	2220 Chester Ave	93301	(661) 324-9330	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	3236	416 Weedpatch Ln	93307	(661) 363-0801	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	3261	2611 N Oswell St	93306	(661) 872-6520	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	3271	4200 Chester Ave	93301	(661) 325-6323	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	3316	205 Trask St	93314	(661) 764-6104	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	3327	2221 Panama Ln	93307	(661) 397-2076	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	3368	8320 Rosedale Hwy	93312	(661) 587-7616	CA	Delano Foods, LLC	Eddie	Nieves
Bakersfield	3508	17081 Zachary Rd	93308	(661) 392-1224	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	3535	19487 Highway 65	93308	(661) 399-9277	CA	Delano Foods, LLC	Eddie	Nieves
Bakersfield	3543	4750 Gosford Rd	93313	(661) 834-0190	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	3549	2111 Taft Hwy	93313	(661) 837-0212	CA	Delano Foods, LLC	Eddie	Nieves
Bakersfield	3576	10 Union Ave	93307	(661) 861-0602	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	4355	2641 Mt Vernon Ave	93306	(661) 872-9850	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	4384	11104 Olive Dr	93312	(661) 589-3264	CA	Delano Foods, LLC	Eddie	Nieves
Bakersfield	4385	6815 Stine Rd	93313	(661) 832-7506	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	4392	11102 Brimhall Rd	93312	(661) 589-5810	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	4396	3300 Buena Vista Rd Bldg H	93311	(661) 664-5716	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	4398	147 S Oswell St	93307	(661) 363-7921	CA	JIB Central, LLC	Luis	Velasco
Bakersfield	4407	2955 N Chester Ave	93308	(661) 387-9454	CA	EBS Foods, LLC	Eddie	Nieves
Bakersfield	4419	1003 E California Ave	93307	(661) 246-3695	CA	YBR Enterprises Limited Partnership	Patrice	Roux

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Baldwin Park	5303	14611 Dalewood St	91706	(626) 851-9875	CA	California Sunrise, Incorporated	Garren	Grieve
Baldwin Park	5486	14021 Ramona Blvd	91706	(626) 364-7717	CA	Rising Valley Restaurants, LLC	Garren	Grieve
Banning	3233	6350 W Ramsey St	92220	(951) 845-2399	CA	Desert Jack, LLC	Hamid	Sharafatian
Banning	5359	770 W Ramsey St	92220	(951) 849-0702	CA	Desert Jack, LLC	Hamid	Sharafatian
Barstow	368	1370 E Main St	92311	(760) 646-4149	CA	Envision Foods, LLC	Hamid	Sharafatian
Barstow	5470	421 Montara Rd	92311	(442) 295-9533	CA	Allied Restaurant Management, LLC	Hamid	Sharafatian
Beaumont	5405	89 S Beaumont Ave	92223	(951) 769-2888	CA	Highland Food Express, Inc.	Hai	Zaidul
Bell	242	4525 Florence Ave	90201	(323) 771-9439	CA	Dhillon Foods, Inc.	Priya	Dhillon
Bell Gardens	5448	6801 Eastern Ave.	90201	(323) 773-1156	CA	Sage Restaurants LLC	Wilfredo	Herrera
Bellflower	3192	10205 E Rosecrans Ave	90706	(562) 866-1636	CA	Kigar, LLC	Jaime	Garcia
Benicia	3482	6001 Goodyear Rd	94510	(707) 751-0371	CA	Napa Restaurants Inc.	Beryl	Haroan
Berkeley	431	2197 San Pablo Ave	94702	(510) 841-3574	CA	Sksingh, Inc.	Sarjeet	Singh
Big Bear Lake	362	40771 Village Dr	92315	(909) 866-6436	CA	Envision Foods, LLC	Hamid	Sharafatian
Bishop	170	575 S Main St	93514	(760) 475-7878	CA	Envision Foods, LLC	Hamid	Sharafatian
Bloomington	5492	10965 Cedar Ave	92316	(951) 801-5889	CA	Beshay Foods, Inc.	Dawood	Beshay
Blythe	67	190 S Lovekin Blvd	92225	(760) 922-3915	CA	Stine Enterprises #107, LLC	Adam	Stine
Bonita	68	4011 Bonita Rd	91902	(619) 475-8201	CA	Beshay Foods, Inc.	Dawood	Beshay
Bonsall	3009	5256 S Mission Rd	92003	(760) 945-0472	CA	Beshay Foods, Inc.	Dawood	Beshay
Brawley	62	315 W Main St	92227	(760) 344-2940	CA	Stine Enterprises #107, LLC	Adam	Stine
Brawley	3063	1684 E Main St	92227	(760) 351-0330	CA	Stine Enterprises #107, LLC	Adam	Stine
Brea	3251	315 S Brea Blvd	92821	(714) 529-2361	CA	Three Powers Foods, Inc.	Cedric	Fong
Brentwood	4349	60 Technology Way	94513	(925) 392-8443	CA	Ara Hospitality Services Inc.	Sushma	Gupta
Brentwood	4399	3191 Balfour Rd	94513	(925) 306-4190	CA	AKKAM, INC.	Anil	Yadav
Buellton	5411	250 E Highway 246	93427	(805) 688-6886	CA	SBF Foods, LLC	Pankaj	Bhatia
Buena Park	158	6865 La Palma Ave	90620	(714) 994-0772	CA	Square King Foods, Inc.	Sam	Fong

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Buena Park	166	5460 Beach Blvd	90621	(714) 522-5308	CA	Jokar Enterprises, Inc.	Mark	Graffius
Buena Park	3207	5990 Orangethorpe Ave	90620	(714) 670-8412	CA	Square King Foods, Inc.	Sam	Fong
Calabasas	3191	26510 Agoura Rd	91302	(818) 880-9253	CA	Sood Enterprises, Inc.	Sudesh	Sood
Calexico	3052	1071 Birch St	92231	(760) 768-8498	CA	Stine Enterprises #107, LLC	Adam	Stine
Calexico	3055	1791 Maggio Rd	92231	(760) 357-9815	CA	Stine Enterprises #107, LLC	Adam	Stine
Calexico	3057	832 W Birch St	92231	(760) 357-6508	CA	Stine Enterprises #107, LLC	Adam	Stine
Calimesa	3550	1199 7th St	92320	(909) 795-8112	CA	SB Food Express, Inc.	Hai	Zaidul
Calimesa	5483	1016 Cherry Valley Blvd	92320	(909) 795-0795	CA	LA Food Express, LLC	Hai	Zaidul
Camarillo	3247	4901 Verdugo Way	93012	(805) 987-5159	CA	Caltex Foods, Inc.	Mike	Herrick
Camarillo	3259	1650 Daily Dr	93010	(805) 484-9443	CA	Caltex Foods, Inc.	Mike	Herrick
Campbell	411	1737 S Bascom Ave	95008	(408) 377-7074	CA	Sksingh, Inc.	Sarjeet	Singh
Campbell	412	1450 W Campbell Ave	95008	(408) 378-0621	CA	Sksingh, Inc.	Sarjeet	Singh
Campbell	426	1301 Camden Ave	95008	(669) 289-3296	CA	South Bay Jack, Inc.	Michael	Flores
Campbell	496	510 W Hamilton Ave	95008	(408) 866-0131	CA	Sksingh, Inc.	Sarjeet	Singh
Canoga Park	310	20840 Roscoe Blvd	91306	(818) 998-4295	CA	Newco Foods, Inc.	Sudesh	Sood
Canoga Park	348	7264 Topanga Canyon Blvd	91303	(818) 347-8353	CA	Sunrise Foods, LLC	Riju	Sood
Canoga Park	3308	6800 De Soto Ave	91303	(818) 313-9459	CA	Sunrise Foods, LLC	Riju	Sood
Canyon Country	187	18955 W Soledad Cyn Rd	91351	(661) 252-4321	CA	New Generation Foods, LLC	Bashir	Eramya
Carlsbad	36	901 Carlsbad Village Dr	92008	(760) 434-7141	CA	Beshay Foods, Inc.	Dawood	Beshay
Carlsbad	3006	7050 Avenida Encinas	92009	(760) 438-1461	CA	Ocean Restaurant Group, Inc.	Garren	Grieve
Carmichael	494	5845 Marconi Ave	95608	(916) 487-6876	CA	Brian W. Emry	Brian	Emry
Carson	180	20423 Avalon Blvd	90746	(310) 515-1861	CA	EBS Foods, LLC	Eddie	Nieves
Carson	273	23813 Avalon Blvd	90745	(310) 830-2621	CA	Dhillon Foods, Inc.	Priya	Dhillon
Carson	3255	111 E 223rd St	90745	(310) 518-3025	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Carson	3525	939 E Carson St	90745	(310) 522-5696	CA	JVS Foods, Inc.	Victoria	Su
Carson	5310	319 E Albertoni St	90746	(310) 217-0882	CA	Jushen Restaurants, Inc.	Priya	Dhillon

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Carson	5369	22220 Wilmington Ave	90745	(310) 522-0725	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Castaic	3208	31769 The Old Rd	91384	(661) 425-0947	CA	New Generation Foods, LLC	Bashir	Eramya
Castaic	5389	28090 N Hasley Canyon Rd	91384	(661) 775-9360	CA	New Generation Foods, LLC	Bashir	Eramya
Castro Valley	419	3035 Castro Valley Rd	94546	(510) 537-1540	CA	Kahani Restaurants LLC	Wilfredo	Herrera
Cathedral City	3279	34-311 Date Palm Dr	92234	(760) 770-4504	CA	Envision Foods, LLC	Hamid	Sharafatian
Cathedral City	5397	68020 Vista Chino	92234	(760) 327-0580	CA	Desert Jack, LLC	Hamid	Sharafatian
Chatsworth	5456	9855 Mason Ave	91311	(747) 202-0303	CA	Sood Enterprises, Inc.	Usha	Sood
Chico	446	500 Broadway St	95928	(530) 893-5198	CA	Chico Foods, LLC	Asheet	Sharma
Chico	549	2542 Esplanade	95973	(530) 894-6910	CA	Chico Foods, LLC	Asheet	Sharma
Chico	4350	1955 20th St	95928	(530) 894-2559	CA	Chico Foods, LLC	Asheet	Sharma
Chino Hills	178	14864 Pipeline Ave	91709	(909) 597-8995	CA	FEAST Foods, LLC	Bashir	Eramya
Chino Hills	3246	13850 Peyton Dr	91709	(909) 270-3301	CA	Highland Food Express, Inc.	Hai	Zaidul
Chino Hills	3537	6570 Butterfield Ranch Rd	91709	(909) 606-8003	CA	Las Malvinas, Inc.	Alex	Carcavallo
Chula Vista	15	802 3rd Ave	91911	(619) 425-1791	CA	Beshay Foods, Inc.	Dawood	Beshay
Chula Vista	63	1408 3rd Ave	91911	(619) 420-3902	CA	DMSD Foods, Inc.	Dawood	Beshay
Chula Vista	86	5 N 4th Ave	91910	(619) 426-0533	CA	DMSD Foods, Inc.	Dawood	Beshay
Chula Vista	3070	947 Otay Lake Rd	91913	(619) 216-3070	CA	DMSD Foods, Inc.	Dawood	Beshay
Chula Vista	3072	925 Eastlake Parkway	91914	(619) 482-3072	CA	DMSD Foods, Inc.	Dawood	Beshay
Chula Vista	3078	2015 Birch Rd, Ste 2700	91915	(619) 421-3078	CA	DMSD Foods, Inc.	Dawood	Beshay
Citrus Heights	489	6131 Greenback Ln	95621	(916) 722-2600	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Citrus Heights	4323	7807 Sunrise Blvd	95610	(916) 726-1028	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
City Of Industry	5361	13361 Crossroads Pkwy N	91746	(562) 695-5651	CA	FEAST Foods, LLC	Bashir	Eramya
Clearlake	4314	15945 Dam Rd	95422	(707) 994-4387	CA	North Bay Jack, Inc.	Anil	Yadav
Clovis	3567	1680 Herndon Ave	93611	(559) 314-0444	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Clovis	5440	3120 Fowler Ave	93611	(559) 577-1358	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Coachella	5344	52144 Cesar Chavez St	92236	(760) 398-9727	CA	Desert Jack, LLC	Hamid	Sharafatian
Colton	3293	1191 S Mt Vernon Ave	92324	(909) 572-3025	CA	SB Food Express, Inc.	Hai	Zaidul

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Colton	3585	1199 N Mt Vernon Ave	92324	(909) 219-5864	CA	SB Food Express, Inc.	Hai	Zaidul
Colton	5318	2780 S Iowa Ave	92324	(951) 369-7086	CA	Beshay Foods, Inc.	Dawood	Beshay
Colton	5370	756 W Valley Blvd	92324	(909) 572-3066	CA	OC Food Express, Inc.	Hai	Zaidul
Colton	5477	1602 W Valley Blvd	92324	(909) 433-0275	CA	LA Food Express, LLC	Hai	Zaidul
Commerce	3160	5555 E Washington Blvd	90040	(323) 722-2066	CA	Ocean Restaurant Group, Inc.	Garren	Grieve
Commerce	3254	7503 E Slauson Ave	90040	(323) 890-2945	CA	Jushen Restaurants, Inc.	Priya	Dhillon
Compton	240	701 E Rosecrans Ave	90221	(310) 608-1083	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Compton	253	115 N Central Ave	90220	(310) 603-8728	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Concord	410	1710 Monument Blvd	94520	(925) 822-3302	CA	Aries Hospitality Services, Inc.	Sushma	Gupta
Concord	443	4740 Clayton Rd	94521	(925) 682-1275	CA	Aries Hospitality Services, Inc.	Sushma	Gupta
Concord	4400	1051 Willow Pass Ct	94520	(925) 466-3369	CA	AKKAM, INC.	Anil	Yadav
Corning	3489	3098 Highway 99 W	96021	(530) 824-4390	CA	Chico Foods, LLC	Asheet	Sharma
Corona	360	1501 W 6th St	92882	(951) 734-0354	CA	Beshay Foods, Inc.	Dawood	Beshay
Corona	3200	4715 Green River Rd	92880	(951) 272-0841	CA	FEAST Foods, LLC	Bashir	Eramya
Corona	3276	2296 Griffin Way	92879	(951) 272-3761	CA	DMSD Foods, Inc.	Dawood	Beshay
Corona	3292	1180 E Ontario Ave	92881	(951) 898-7907	CA	DMSD Foods, Inc.	Dawood	Beshay
Corona	3557	2711 Green River Rd	92882	(951) 272-2037	CA	JDC Food Services, Inc.	Caryn	Ochoa
Corona	5340	784 N Main St	92880	(951) 739-7780	CA	JDC Food Services, Inc.	Caryn	Ochoa
Corona	5349	1315 Magnolia Ave Ste 102	92879	(951) 278-9764	CA	DMSD Foods, Inc.	Dawood	Beshay
Coronado	3081	3238 Guadalcanal Rd Bldg #33	92118	(619) 437-9238	CA	DMSD Foods, Inc.	Dawood	Beshay
Costa Mesa	243	2235 Harbor Blvd	92627	(949) 548-7027	CA	FEAST Foods, LLC	Bashir	Eramya
Costa Mesa	246	1205 Baker St	92626	(714) 313-4989	CA	GCP Enterprises, Inc.	Gino	Perucci
Costa Mesa	284	385 E 17th St	92627	(949) 548-7047	CA	Graffius Food Services, Inc.	Karen	Graffius

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Costa Mesa	3509	2602 Newport Blvd	92627	(949) 631-0282	CA	KIPER ENTERPRISES, INC.	Gino	Perucci
Covina	320	1052 N Grand Ave	91724	(626) 364-7448	CA	Highland Food Express, Inc.	Hai	Zaidul
Covina	3325	912 N Azusa Ave	91722	(626) 331-8301	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Covina	5424	535 S Citrus Ave	91723	(626) 967-7622	CA	M & B Restaurant Group	Gregory	Gribble
Crescent City	4327	1233 6th St	95531	(707) 465-3763	CA	Indmex Corporation	Karan	Gogri
Culver City	234	5400 Sepulveda Blvd	90230	(310) 397-4931	CA	EBS Foods, LLC	Eddie	Nieves
Cupertino	490	1451 S De Anza Blvd	95014	(408) 515-4760	CA	JIB Restaurant Group, Inc.	Shang Chun	Hsia
Cypress	5428	4901 Lincoln Ave	90630	(714) 952-1632	CA	FEAST Foods, LLC	Bashir	Eramya
Davis	467	337 G St	95616	(530) 298-7910	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Del Mar	81	2690 Del Mar Heights Rd	92014	(858) 755-2828	CA	MZM Foods, Inc.	Zakaria	Samaan
Del Rey Oaks	3478	435 Canyon Del Rey Blvd	93940	(831) 293-7390	CA	Central Coast Restaurants Inc.	Michael	Flores
Delano	3328	14398 County Line Rd	93215	(661) 721-1132	CA	Delano Foods, LLC	Eddie	Nieves
Desert Hot Springs	5328	22600 Palm Dr	92240	(760) 329-4991	CA	Desert Jack, LLC	Hamid	Sharafatian
Diamond Bar	3216	1165 S Diamond Bar Blvd	91765	(909) 861-3562	CA	Three Powers Foods, Inc.	Cedric	Fong
Dinuba	3446	2100 E El Monte Way	93618	(559) 591-3505	CA	VTP Enterprises	Patrice	Roux
Dixon	3454	150 Dorset Dr	95620	(707) 678-3045	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Downey	218	7905 E Imperial Hwy	90242	(562) 862-1958	CA	Square King Foods, Inc.	Sam	Fong
Downey	3154	10037 Lakewood Blvd	90240	(562) 923-1934	CA	Three Powers Foods, Inc.	Cedric	Fong
Downey	3186	9501 Imperial Hwy	90242	(562) 803-7900	CA	Kigar, LLC	Jaime	Garcia
Downey	3511	8136 Telegraph Blvd	90240	(562) 776-6038	CA	Jushen Restaurants, Inc.	Priya	Dhillon
Downey	5451	9511 Firestone Blvd	90241	(562) 923-6690	CA	Square King Foods, Inc.	Sam	Fong
Dublin	462	7265 Village Pkwy	94568	(925) 230-8290	CA	Gogris Corporation	Shilpa	Gogri

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Dunnigan	3465	3970 County Rd 89	95937	(530) 724-4022	CA	Devika Restaurants Inc.	Dev	Sagar
Eagle Rock	326	4470 Eagle Rock Blvd	90041	(323) 259-3154	CA	Sood Enterprises, Inc.	Sudesh	Sood
Echo Park	3348	1710 Glendale Blvd	90026	(323) 661-7225	CA	Sunrise Foods, LLC	Riju	Sood
El Cajon	7	393 W Main St	92020	(619) 447-2520	CA	DMSD Foods, Inc.	Dawood	Beshay
El Cajon	32	495 N 2nd St	92021	(619) 440-8286	CA	DMSD Foods, Inc.	Dawood	Beshay
El Cajon	54	2733 Navajo Rd	92020	(619) 697-3957	CA	DMSD Foods, Inc.	Dawood	Beshay
El Cajon	78	140 Broadway	92021	(619) 442-4747	CA	DMSD Foods, Inc.	Dawood	Beshay
El Cajon	3003	2461 Jamacha Rd	92019	(619) 444-1086	CA	Charles J. Stauffer	Charles	Stauffer
El Cajon	3033	14039 Highway 8 Business	92021	(619) 938-1940	CA	DMSD Foods, Inc.	Dawood	Beshay
El Cajon	3050	350 E Chase Ave	92020	(619) 401-9631	CA	DMSD Foods, Inc.	Dawood	Beshay
El Cajon	3064	1700 E Main St	92021	(619) 441-2564	CA	DMSD Foods, Inc.	Dawood	Beshay
El Cerrito	572	5920 Cutting Blvd	94530	(510) 236-9195	CA	Gul Food Management, Inc.	Saeed	Khan
El Dorado Hills	3439	1023 Saratoga Way	95762	(916) 933-5764	CA	Vanmel, Inc.	Anil	Yadav
El Monte	3211	1933 Durfee Ave	91733	(626) 444-8029	CA	JYM Enterprises, Inc.	John	Maki
El Monte	3256	10699 Valley Blvd	91731	(626) 444-3629	CA	JYM Enterprises, Inc.	Hisayo	Maki
El Monte	5346	11780 Ramona Blvd	91732	(626) 279-7549	CA	JYM Enterprises, Inc.	John	Maki
El Sobrante	418	4080 San Pablo Dam Rd	94803	(510) 223-3354	CA	ARGO Hospitality Services, Inc.	Sushma	Gupta
El Toro	387	23812 El Toro Rd	92630	(949) 581-2883	CA	FEAST Foods, LLC	Bashir	Eramya
Elk Grove	3436	9179 Elk Grove Florin Rd	95624	(916) 685-2520	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Elk Grove	3438	4820 Laguna Blvd	95758	(279) 895-9012	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Elk Grove	4440	9620 E Stockton Blvd	95624	(916) 685-1901	CA	Anand, Inc.	Dharmesh	Patel
Encinitas	97	1439 Encinitas Blvd	92024	(760) 943-1134	CA	Ocean Restaurant Group, Inc.	Garren	Grieve
Escondido	75	550 W Mission Ave	92025	(760) 745-7785	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Etiwanda	5373	12340 Highland Ave Ste B	91739	(909) 646-9512	CA	AW Malik, Inc.	Shahid	Chaudhry
Eureka	4317	1620 Broadway	95501	(707) 407-0627	CA	Indmex Corporation	Karan	Gogri
Fair Oaks	521	8100 Greenback Ln	95628	(916) 723-5947	CA	Brian W. Emry	Brian	Emry

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Fairfield	451	1980 N Texas St	94533	(707) 426-5039	CA	Golden State Jacks, Inc.	Beryl	Haroan
Fairfield	568	1965 W Texas St	94533	(707) 429-2772	CA	Golden State Jacks, Inc.	Beryl	Haroan
Fairfield	3455	107 Red Top Rd	94534	(707) 863-9781	CA	Golden State Jacks, Inc.	Beryl	Haroan
Fallbrook	66	1465 S Mission Rd	92028	(760) 723-8565	CA	Beshay Foods, Inc.	Dawood	Beshay
Farmersville	5401	1662 N Farmersville Blvd	93223	(559) 747-5000	CA	VTP Enterprises	Patrice	Roux
Folsom	3442	9550 Greenback Ln	95630	(916) 988-3927	CA	Vanmel, Inc.	Anil	Yadav
Folsom	3452	401 Blue Ravine Rd	95630	(916) 983-2107	CA	Vanmel, Inc.	Anil	Yadav
Fontana	3370	3910 Sierra Ave	92336	(909) 429-0170	CA	North Star Food Services, Inc.	Gregory	Gribble
Fontana	3554	13449 Baseline Ave	92336	(909) 463-6434	CA	AW Malik, Inc.	Shahid	Chaudhry
Fontana	5385	15274 Summit Ave	92336	(909) 803-5849	CA	AW Malik, Inc.	Shahid	Chaudhry
Fontana	5465	7261 Citrus Ave	92336	(909) 401-7503	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Fontana	5469	17020 S Highland Ave	92336	(909) 574-4816	CA	WHG Restaurant Group, Inc.	Gregory	Gribble
Fowler	4415	206 S 10th St	93625	(559) 344-0750	CA	Yosi Foods, LLC	Behzad	Nematzadeh
Freedom	3487	1700 Freedom Blvd	95019	(831) 724-8081	CA	Central Coast Restaurants Inc.	Michael	Flores
Fremont	402	36848 Fremont Blvd	94536	(341) 356-6153	CA	Parivar, Inc.	Anil	Yadav
Fremont	425	41115 Fremont Blvd	94538	(510) 656-9535	CA	Parivar, Inc.	Anil	Yadav
Fremont	529	46351 Mission Blvd	94539	(510) 358-8500	CA	AKKAM, INC.	Anil	Yadav
Fremont	598	34701 Ardenwood Blvd	94555	(510) 796-5972	CA	Parivar, Inc.	Anil	Yadav
Fremont	3461	43921 Osgood Rd	94539	(510) 353-9739	CA	Parivar, Inc.	Anil	Yadav
Fremont	4328	5533 Stevenson Blvd	94538	(510) 490-3249	CA	Parivar, Inc.	Anil	Yadav
Fremont	4366	40015 Mission Blvd	94539	(510) 573-4430	CA	Gogris J4366 Corporation	Karan	Gogri
Fresno	441	2124 N Blackstone Hwy	93703	(559) 224-6431	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	507	3025 E Shaw Ave	93710	(559) 292-7754	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	509	3110 E Tulare St	93702	(559) 237-2833	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	526	2195 W Shaw Ave	93711	(559) 229-4247	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	538	6720 N Blackstone Ave	93710	(559) 432-2826	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	582	4968 E Kings Canyon Rd	93727	(559) 251-5070	CA	Fresno Foods, LLC	Behzad	Nematzadeh

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Fresno	3294	3085 E Central Ave	93725	(559) 237-6189	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	3295	8008 N Cedar Ave	93720	(559) 324-1822	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	3398	1167 N Clovis Ave	93727	(559) 453-2871	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	3530	3058 W Clinton Ave	93722	(559) 275-4237	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	5379	6759 N Milburn Ave	93722	(559) 449-0424	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fresno	5435	1405 W. Olive Ave	93708	(559) 476-1902	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Fullerton	262	2315 W Orangethorpe Ave	92833	(714) 992-1793	CA	KIPER ENTERPRISES, INC.	Gino	Perucci
Fullerton	394	1010 N Harbor Blvd	92832	(714) 526-0235	CA	SB Food Express, Inc.	Hai	Zaidul
Fullerton	3244	235 E Orangethorpe Ave	92832	(714) 578-0451	CA	JVS Foods, Inc.	Victoria	Su
Fullerton	3277	439 E Imperial Hwy	92835	(714) 871-1926	CA	SB Food Express, Inc.	Hai	Zaidul
Fullerton	5395	751 N Placentia Ave	92831	(714) 993-3814	CA	Square King Foods, Inc.	Sam	Fong
Galt	4367	10390 Twin Cities Rd	95632	(209) 730-0325	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Garden Grove	173	13282 Harbor Blvd	92843	(714) 537-5133	CA	Graffius Food Services, Inc.	Karen	Graffius
Garden Grove	195	12107 Euclid St	92840	(714) 530-5285	CA	Graffius Food Services, Inc.	Karen	Graffius
Garden Grove	3242	8971 Garden Grove Blvd	92844	(714) 537-1783	CA	KIPER ENTERPRISES, INC.	Gino	Perucci
Garden Grove	5475	12103 Valley View St	92845	(714) 379-5949	CA	Makar Foods, Inc.	George	Crankshaw
Gardena	3260	13510 Western Ave	90249	(310) 538-5561	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Gardena	3283	1000 W Rosecrans Ave	90247	(310) 817-4980	CA	Dhillon Foods, Inc.	Priya	Dhillon
Gardena	3542	1099 W Artesia Blvd	90248	(310) 532-3528	CA	LIHWA Group, Inc.	Erh-Mei	Su
Gilroy	478	7895 Monterey Rd	95020	(408) 713-1456	CA	Central Coast Restaurants Inc.	Michael	Flores
Gilroy	3458	5900 Travel Park Cir	95020	(669) 305-0802	CA	Central Coast Restaurants Inc.	Michael	Flores
Gilroy	4369	7110 Camino Arroyo	95020	(669) 250-8296	CA	Central Coast Restaurants Inc.	Michael	Flores
Glendale	325	1131 Colorado St	91205	(818) 240-0450	CA	Sood Enterprises, Inc.	Sudesh	Sood
Glendale	342	1200 W Glenoaks Blvd	91201	(818) 956-0470	CA	Sood Enterprises, Inc.	Sudesh	Sood
Glendale	3170	805 N Pacific Ave	91203	(818) 247-0717	CA	EBS Foods, LLC	Eddie	Nieves

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Goleta	159	6875 Hollister Ave	93117	(805) 685-8552	CA	SBF Foods, LLC	Pankaj	Bhatia
Granada Hills	333	17744 Chatsworth St	91344	(818) 363-9013	CA	New Generation Foods, LLC	Bashir	Eramya
Granada Hills	349	16945 San Fernando Mission	91344	(747) 300-8273	CA	New Generation Foods, LLC	Bashir	Eramya
Grass Valley	583	11801 E Main St	95945	(539) 270-0234	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Hacienda Heights	324	1159 S Hacienda Blvd	91745	(626) 330-3608	CA	PCH Venture Group East, Inc.	Lee	Su
Hanford	563	1518 N 11th Ave	93230	(559) 582-6382	CA	JIB Central, LLC	Luis	Velasco
Hanford	5343	1650 W Lacey Blvd	93230	(559) 584-7886	CA	JIB Central, LLC	Luis	Velasco
Hawaiian Gardens	380	12150 Carson St	90716	(562) 496-0540	CA	BB 2008 Inc.	Lee	Su
Hawthorne	383	5016 El Segundo Blvd	90250	(310) 644-0027	CA	Tri-P's Management Corporation	Cedric	Price
Hayward	424	25198 Hesperian Blvd	94545	(510) 876-5475	CA	Gogris J424 Corporation	Karan	Gogri
Hayward	447	24175 Mission Blvd	94544	(510) 314-0920	CA	Gogris J447 Corporation	Shilpa	Gogri
Hayward	531	31005 Mission Blvd	94544	(510) 487-6838	CA	Gogris Corporation	Shilpa	Gogri
Hayward	3415	18555 Mission Blvd	94541	(510) 317-7727	CA	AVACC Corp	Austin	Torres
Hayward	3423	1490 W Winton Ave	94545	(510) 264-1812	CA	Kahani Restaurants LLC	Wilfredo	Herrera
Hemet	168	1595 E Florida Ave	92544	(951) 260-0299	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Hemet	3239	3111 W Florida Ave	92545	(951) 260-0262	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Hemet	5393	43150 E Florida Ave	92544	(951) 927-2769	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Hercules	3471	3800 San Pablo Ave Bldg A	94547	(510) 964-0820	CA	TJLM Food Services, Inc.	Lauren	Tom
Hermosa Beach	257	1160 Aviation Blvd	90254	(310) 379-9173	CA	Dhillon Foods, Inc.	Priya	Dhillon
Hesperia	182	17378 Main St	92345	(760) 900-5595	CA	Envision Foods, LLC	Hamid	Sharafatian
Hesperia	3282	13137 Main St	92345	(760) 244-6704	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Highland	192	3653 E Highland Ave	92346	(909) 864-0466	CA	OC Food Express, Inc.	Hai	Zaidul

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Highland	5460	27734 Base Line St	92346	(909) 425-4635	CA	Highland Food Express, Inc.	Hai	Zaidul
Highland Park	354	6250 York Blvd	90042	(323) 254-9300	CA	JYM Enterprises, Inc.	John	Maki
Hollister	3448	391 Mccray St	95023	(831) 205-0780	CA	Central Coast Restaurants Inc.	Michael	Flores
Hollywood	385	1243 N Highland Ave	90038	(323) 461-7605	CA	Sunrise Foods, LLC	Riju	Sood
Huntington Beach	191	15001 Edwards St	92647	(714) 894-0078	CA	Kigar, LLC	Jaime	Garcia
Huntington Beach	263	16311 Beach Blvd	92647	(714) 841-4984	CA	KIPER ENTERPRISES, INC.	Gino	Perucci
Huntington Beach	285	17243 Pacific Coast Highway	92649	(562) 592-1465	CA	OC Food Express, Inc.	Hai	Zaidul
Huntington Beach	289	6042 Edinger Ave	92647	(714) 846-2235	CA	Kigar, LLC	Jaime	Garcia
Huntington Beach	377	18462 Beach Blvd	92648	(714) 841-2325	CA	KIPER ENTERPRISES, INC.	Gino	Perucci
Huntington Beach	3385	19090 Brookhurst St	92646	(714) 963-7772	CA	Kigar, LLC	Jaime	Garcia
Imperial Beach	12	890 Palm Ave	91932	(619) 424-6302	CA	DMSD Foods, Inc.	Dawood	Beshay
Indio	82	82210 Us Highway 111	92201	(760) 347-2188	CA	Envision Foods, LLC	Hamid	Sharafatian
Indio	3561	42250 Washington St	92201	(760) 772-2658	CA	Desert Jack, LLC	Hamid	Sharafatian
Indio	5452	42550B Jackson St	92203	(760) 342-9201	CA	Allied Restaurant Management, LLC	Hamid	Sharafatian
Inglewood	232	4737 Imperial Hwy	90304	(310) 673-5025	CA	Dhillon Foods, Inc.	Priya	Dhillon
Inglewood	254	1127 W Manchester Blvd	90301	(310) 337-1945	CA	Dhillon Foods, Inc.	Priya	Dhillon
Inglewood	256	4069 W Century Blvd	90304	(310) 419-8153	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Inglewood	3500	11306 Crenshaw Blvd	90303	(323) 242-9499	CA	JVS Foods, Inc.	Victoria	Su
Inglewood	5434	3107 W Manchester Blvd	90305	(323) 789-6791	CA	JVS Foods, Inc.	Victoria	Su
Inglewood	5473	1220 Centinela Ave	90302	(424) 331-9251	CA	Sage Restaurants LLC	Wilfredo	Herrera
Irvine	3278	6565 Burt Rd	92618	(949) 733-8031	CA	Graffius Food Services, Inc.	Mark	Graffius
Irvine	5336	4289 Campus Dr	92612	(949) 823-8983	CA	Enchant Foods, Inc.	Priya	Dhillon
Irwindale	3225	16000 Arrow Hwy	91706	(626) 337-1684	CA	California Sunrise, Incorporated	Garren	Grieve

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Jackson	4336	11222 Old Mill Ln	95642	(209) 223-7800	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Kerman	5445	14761 W Whitesbridge Ave	93630	(559) 846-0026	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Kettleman City	3263	33313 Bernard Dr	93239	(559) 386-4413	CA	JIB Central, LLC	Luis	Velasco
La Canada	303	2225 Foothill Blvd	91011	(818) 957-1963	CA	Sood Enterprises, Inc.	Sudesh	Sood
La Habra	3298	1231 W Whittier Blvd	90631	(562) 691-1945	CA	Three Powers Foods, Inc.	Cedric	Fong
La Mesa	4	6987 University Ave	91941	(619) 469-1639	CA	Charles J. Stauffer	Charles	Stauffer
La Mesa	35	5141 Jackson Dr	91941	(619) 697-3233	CA	DMSD Foods, Inc.	Dawood	Beshay
La Mesa	3080	6110 Lake Murray Blvd	91942	(619) 466-6080	CA	N Farooqi Enterprises, LLC	Nasir	Farooqi
La Puente	319	14304 Amar Rd	91744	(626) 918-7569	CA	JYM Enterprises, Inc.	John	Maki
La Puente	3333	1805 N Hacienda Blvd	91744	(626) 918-9484	CA	Ocean Restaurant Group, Inc.	Garren	Grieve
La Puente	5337	506 Workman Mill Rd	91746	(626) 336-5853	CA	Double G Partners	Garren	Grieve
La Quinta	3593	79724 Highway 111	92253	(760) 863-0350	CA	Desert Jack, LLC	Hamid	Sharafatian
La Verne	5432	1090 Foothill Blvd	91750	(909) 592-1027	CA	FEAST Foods, LLC	Bashir	Eramya
Lafayette	429	3407 Mt Diablo Blvd	94549	(925) 284-1371	CA	Gogris Corporation	Shilpa	Gogri
Laguna Beach	296	1201 S Coast Hwy	92651	(949) 494-9557	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Lake Elsinore	5378	29993 Canyon Hills Rd	92532	(951) 244-2649	CA	DMSD Foods, Inc.	Dawood	Beshay
Lake Elsinore	5472	2511 E Lakeshore Dr	92530	(951) 674-6472	CA	DMSD Foods, Inc.	Dawood	Beshay
Lake Forest	3287	22661 Lake Forest Dr	92630	(949) 859-5785	CA	GCP Enterprises, Inc.	Christina	Perucci
Lake Forest	3546	20101 Lake Forest Dr	92630	(949) 455-1228	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Lakeport	3490	41 Soda Bay Rd	95453	(707) 263-8063	CA	North Bay Jack, Inc.	Anil	Yadav
Lakeside	58	12155 Woodside Ave	92040	(619) 443-0161	CA	DMSD Foods, Inc.	Dawood	Beshay
Lakewood	214	5858 Del Amo Blvd	90713	(562) 420-9971	CA	Square King Foods, Inc.	Sam	Fong
Lakewood	259	5747 Lakewood Blvd	90712	(562) 602-1100	CA	Big Fun Foods	Kevin	Townsend
Lakewood	3386	11501 Carson St	90715	(562) 202-9348	CA	OC Food Express, Inc.	Hai	Zaidul
Lamont	4397	9606 Weedpatch Hwy	93241	(661) 845-4015	CA	JIB Central, LLC	Luis	Velasco
Lancaster	367	43628 W 10th St	93534	(661) 426-4541	CA	Envision Foods, LLC	Hamid	Sharafatian

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Lancaster	3300	2030 W Avenue K	93536	(661) 677-4242	CA	Envision Foods, LLC	Hamid	Sharafatian
Lancaster	3562	2443 W Avenue I	93536	(661) 726-3626	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Lancaster	5309	1799 E Avenue J	93535	(661) 949-8975	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Lathrop	588	100 E Louise Ave	95330	(209) 319-0670	CA	Varris Management, Inc.	Anil	Yadav
Lawndale	239	15025 Hawthorne Blvd	90260	(310) 644-3584	CA	BB 2008 Inc.	Lee	Su
Lebec	3194	8968 Grapevine Rd E	93243	(661) 248-6807	CA	JIB Central, LLC	Luis	Velasco
Lebec	3273	73 Frazier Mountain Park Rd	93243	(661) 248-2360	CA	JIB Central, LLC	Luis	Velasco
Lemon Grove	10	7979 Broadway	91945	(619) 463-4800	CA	PGC Foods, LLC	Shane	Paul
Lemon Grove	3004	7015 Broadway	91945	(619) 460-2529	CA	DMSD Foods, Inc.	Dawood	Beshay
Lemoore	517	31 E Hanford Armona Rd	93245	(559) 924-0424	CA	JIB Central, LLC	Luis	Velasco
Lincoln	4313	455 Highway 65	95648	(916) 409-0571	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Livermore	483	1817 1st St	94550	(925) 447-4325	CA	JB Restaurant #483, Inc.	Larry	Jones
Livermore	3419	6020 Industrial Way	94551	(925) 606-0793	CA	JB Restaurant #3419, Inc.	Larry	Jones
Livermore	3462	1650 N Livermore Ave	94551	(925) 371-2950	CA	JB Restaurant #3462, Inc.	Larry	Jones
Livingston	4351	400 Joseph Gallo Ct	95334	(209) 394-8840	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Lodi	493	419 W Lodi Ave	95240	(209) 642-8842	CA	Yadav, Inc.	Anil	Yadav
Lodi	4301	2425 Kettleman Ln	95242	(209) 334-3875	CA	Amanat, Inc.	Anil	Yadav
Lomita	152	2101 Palos Verdes Dr N	90717	(310) 325-4552	CA	Dhillon Foods, Inc.	Priya	Dhillon
Lomita	283	1724 W Pacific Coast Hwy	90717	(310) 326-5225	CA	PCH Venture Group, Inc.	Erh-Mei	Su
Lompoc	390	539 N H St	93436	(805) 735-1264	CA	SBF Foods, LLC	Pankaj	Bhatia
Long Beach	156	5601 Pacific Coast Hwy	90804	(562) 494-4799	CA	Three Powers Foods, Inc.	Cedric	Fong
Long Beach	213	3399 E Pacific Coast Hwy	90755	(562) 494-6740	CA	Big Fun Foods	Kevin	Townsend
Long Beach	216	2101 E Anaheim St	90804	(562) 439-8958	CA	LIHWA Group, Inc.	Erh-Mei	Su
Long Beach	219	652 Atlantic Ave	90802	(562) 436-5728	CA	FEAST Foods, LLC	Bashir	Eramya
Long Beach	271	3032 Palo Verde Ave	90808	(562) 496-0741	CA	Square King Foods, Inc.	Sam	Fong

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Long Beach	376	3980 E Ocean Blvd	90803	(562) 439-6798	CA	PCH Venture Group, Inc.	Erh-Mei	Su
Long Beach	384	1190 E Pacific Coast Hwy	90806	(562) 591-3868	CA	Dhillon Foods, Inc.	Priya	Dhillon
Long Beach	3150	3605 Atlantic Ave	90807	(562) 424-9050	CA	EBS Foods, LLC	Eddie	Nieves
Long Beach	3226	4170 Lakewood Blvd	90808	(562) 496-4565	CA	Big Fun Foods	Kevin	Townsend
Long Beach	3238	2001 E Artesia Blvd	90805	(562) 531-6894	CA	Jushen Restaurants, Inc.	Priya	Dhillon
Long Beach	3302	1720 W Pacific Coast Hwy	90810	(562) 436-6850	CA	PCH Venture Group East, Inc.	Lee	Su
Long Beach	3573	6025 Long Beach Blvd	90805	(562) 728-4499	CA	Highland Food Express, Inc.	Hai	Zaidul
Long Beach	3597	5150 Atlantic Ave	90805	(562) 423-2164	CA	LMS Group, Inc.	Lee	Su
Long Beach	5461	2550 N Lakewood Blvd	90815	(562) 280-4104	CA	Big Fun Foods	Kevin	Townsend
Los Alamitos	5351	11250 Los Alamitos Blvd	90720	(562) 598-6302	CA	WHG Restaurant Group, Inc.	Gregory	Gribble
Los Altos	421	4896 El Camino Real	94022	(408) 515-5966	CA	JIB Restaurant Group, Inc.	Shang Chun	Hsia
Los Angeles	151	5075 W Whittier Blvd	90022	(323) 266-2449	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Los Angeles	224	12403 Washington Pl	90066	(310) 397-4845	CA	Sunrise Foods, LLC	Riju	Sood
Los Angeles	228	805 W Manchester Ave	90044	(323) 751-5074	CA	Jumbo Fun Foods	Kevin	Townsend
Los Angeles	229	2220 W Slauson Ave	90043	(323) 298-0653	CA	Tri-P's Management Corporation	Cedric	Price
Los Angeles	233	8605 W Pico Blvd	90035	(310) 652-8048	CA	EBS Foods, LLC	Eddie	Nieves
Los Angeles	270	4353 S Figueroa St	90037	(323) 235-4345	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Los Angeles	279	1441 W Martin Luther King Blvd	90062	(323) 290-2520	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Los Angeles	286	4965 Huntington Dr N	90032	(323) 227-9759	CA	FEAST Foods, LLC	Bashir	Eramya
Los Angeles	287	4407 S Central Ave	90011	(323) 233-4440	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Los Angeles	290	2511 S Vermont Ave	90007	(323) 730-1461	CA	Sunrise Foods, LLC	Riju	Sood
Los Angeles	291	10701 Venice Blvd	90034	(310) 836-2385	CA	Sunrise Foods, LLC	Riju	Sood
Los Angeles	292	4210 Crenshaw Blvd	90008	(323) 293-0034	CA	Tri-P's Management Corporation	Cedric	Price
Los Angeles	293	465 S Fairfax Ave	90036	(323) 936-7709	CA	Sunrise Foods, LLC	Riju	Sood
Los Angeles	294	10307 S Central Ave	90002	(323) 564-7156	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Los Angeles	298	7120 S Broadway	90003	(323) 751-5083	CA	TBS Foods, Inc.	Behzad	Nematzadeh

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Los Angeles	335	2521 Pasadena Ave	90031	(323) 223-6094	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Los Angeles	370	1135 N Mission Rd	90033	(313) 223-6346	CA	FEAST Foods, LLC	Bashir	Eramya
Los Angeles	389	459 S Vermont Ave	90020	(213) 389-1023	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Los Angeles	3161	11010 Pico Blvd	90064	(310) 470-8581	CA	BB 2008 Inc.	Lee	Su
Los Angeles	3214	1615 S Broadway	90015	(213) 748-7177	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Los Angeles	3215	1900 W 6th St	90057	(213) 483-1768	CA	FEAST Foods, LLC	Bashir	Eramya
Los Angeles	3230	2120 W Pico Blvd	90006	(213) 252-8209	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Los Angeles	3339	1335 S Soto St	90023	(323) 263-1450	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Los Angeles	3343	4228 N Figueroa St	90065	(323) 227-1710	CA	FEAST Foods, LLC	Bashir	Eramya
Los Angeles	3345	5201 Wilshire Blvd	90036	(323) 965-8102	CA	Sunrise Foods, LLC	Riju	Sood
Los Angeles	3507	1415 S Alameda St	90021	(213) 746-8827	CA	Sunrise Foods, LLC	Riju	Sood
Los Angeles	5312	7201 S Western Ave	90047	(323) 971-2114	CA	EBS Foods, LLC	Eddie	Nieves
Los Angeles	5352	12735 S Main St	90061	(323) 820-1865	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Los Angeles	5425	1000 W Slauson Ave	90044	(323) 834-0199	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Los Angeles	5455	6300 Santa Monica Blvd	90038	(323) 645-7724	CA	Sunrise Foods, LLC	Riju	Sood
Los Banos	3451	1370 E Pacheco Blvd	93635	(209) 829-0341	CA	Cal Valley Jack, Inc.	Anil	Yadav
Los Banos	4389	1117 W Pacheco Blvd	93635	(209) 829-0391	CA	Cal Valley Jack, Inc.	Anil	Yadav
Los Gatos	434	15771 Los Gatos Blvd	95032	(408) 356-1049	CA	Central Coast Restaurants Inc.	Michael	Flores
Lost Hills	188	21958 Highway 46	93249	(661) 797-2442	CA	EBS Foods, LLC	Eddie	Nieves
Lynwood	249	11390 Atlantic Ave	90262	(310) 631-6933	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Madera	524	950 N Gateway Dr	93637	(559) 661-1412	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Madera	5436	1545 E Yosemite Rd	93638	(559) 664-5138	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Madera	5441	1800 Howard Rd.	93637	(559) 664-8920	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Malibu	160	23017 Pacific Coast Hwy	90265	(310) 456-8943	CA	EBS Foods, LLC	Eddie	Nieves
Manteca	498	1105 N Main St	95336	(209) 239-9525	CA	Varris Management, Inc.	Anil	Yadav
Manteca	3427	1081 S Main St	95337	(209) 800-5574	CA	Amanat, Inc.	Anil	Yadav
Manteca	4303	1310 E Yosemite Ave	95336	(209) 278-0073	CA	Amanat, Inc.	Anil	Yadav

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Marina	3485	211 Reservation Rd	93933	(831) 887-0500	CA	Central Coast Restaurants Inc.	Michael	Flores
Martinez	523	3955 Alhambra Ave	94553	(925) 229-2288	CA	TJLM Food Services, Inc.	Lauren	Tom
Marysville	488	810 E St	95901	(530) 741-2889	CA	YP Jacks, LLC	Dharmesh	Patel
Maywood	225	3700 E Slauson Ave	90270	(323) 582-6622	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Menifee	5347	26015 Newport Rd	92584	(951) 672-0095	CA	DMSD Foods, Inc.	Dawood	Beshay
Menifee	5380	27256 Hwy 74	92585	(951) 438-0800	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Menifee	5450	26670 McCall Blvd	92586	(951) 239-4414	CA	DMSD Foods, Inc.	Dawood	Beshay
Menlo Park	3477	1401 Willow Rd	94025	(650) 644-1220	CA	South Bay Jack, Inc.	Michael	Flores
Merced	465	595 W Olive Ave	95348	(209) 723-2443	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Merced	580	1270 V St	95340	(209) 723-2465	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Midway City	277	15232 Beach Blvd	92655	(714) 892-1039	CA	FEAST Foods, LLC	Bashir	Eramya
Milpitas	3411	1740 S Main St	95035	(408) 956-8655	CA	Golden State Jacks, Inc.	Beryl	Haroan
Mira Loma	3223	10960 Limonite Rd	91752	(951) 272-3673	CA	DMSD Foods, Inc.	Dawood	Beshay
Mission Viejo	3188	28651 Marguerite Pkwy	92692	(949) 364-9457	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Mission Viejo	3335	25852 El Paseo	92691	(949) 367-1909	CA	DMSD Foods, Inc.	Dawood	Beshay
Mission Viejo	3526	25800 Jeronimo Rd Ste 500	92691	(949) 768-7485	CA	GCP Enterprises, Inc.	Christina	Perucci
Modesto	442	2044 W Orangeburg Ave	95350	(209) 521-5578	CA	Cal Valley Jack, Inc.	Anil	Yadav
Modesto	487	2612 Coffee Rd	95355	(209) 578-3151	CA	Cal Valley Jack, Inc.	Anil	Yadav
Modesto	502	1239 Yosemite Blvd	95354	(209) 232-1055	CA	Amanat, Inc.	Anil	Yadav
Modesto	508	3430 Tully Rd Ste 65	95350	(209) 526-4355	CA	Vansh, Inc.	Anil	Yadav
Modesto	543	1624 J St	95354	(209) 900-5870	CA	Amanat, Inc.	Anil	Yadav
Modesto	575	1800 Mchenry Ave	95350	(209) 576-2486	CA	Cal Valley Jack, Inc.	Anil	Yadav
Modesto	3445	2937 E Hatch Rd	95351	(209) 538-4026	CA	Cal Valley Jack, Inc.	Anil	Yadav
Modesto	3449	900 Oakdale Rd	95355	(209) 578-1799	CA	Cal Valley Jack, Inc.	Anil	Yadav
Modesto	3468	801 Kansas Ave	95351	(209) 284-5700	CA	Amanat, Inc.	Anil	Yadav
Modesto	3488	339 Paradise Ave	95351	(209) 521-0194	CA	Cal Valley Jack, Inc.	Anil	Yadav
Modesto	3494	3621 Yosemite Blvd	95357	(209) 491-3689	CA	Amanat, Inc.	Anil	Yadav
Modesto	4394	2301 Crows Landing Rd A	95351	(209) 537-2955	CA	Cal Valley Jack, Inc.	Anil	Yadav

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Mojave	3318	15536 Highway 14	93501	(661) 824-5303	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Monrovia	3250	100 W Duarte Rd	91016	(626) 303-0695	CA	FEAST Foods, LLC	Bashir	Eramya
Monrovia	5430	248 W Huntington Dr	91016	(626) 357-8302	CA	FEAST Foods, LLC	Bashir	Eramya
Montclair	193	9515 Central Ave	91763	(909) 624-7625	CA	Syed Enterprises, Inc.	Syed	Sultan
Montclair	5315	4565 Holt Blvd	91763	(909) 447-1214	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Montebello	245	108 N Garfield Ave	90640	(323) 724-3764	CA	JYM Enterprises, Inc.	Hisayo	Maki
Montebello	255	706 W Beverly Blvd	90640	(323) 722-0211	CA	JYM Enterprises, Inc.	Hisayo	Maki
Montebello	3520	869 W Washington Blvd	90640	(323) 722-6943	CA	Three Powers Foods, Inc.	Cedric	Fong
Montebello	5353	892 N Garfield Ave	90640	(323) 724-3471	CA	JYM Enterprises, Inc.	Hisayo	Maki
Monterey	9014	889 Abrego St	93940	(831) 275-3493	CA	Central Coast Restaurants Inc.	Michael	Flores
Moorpark	5391	538 W New Los Angeles Ave	93021	(805) 553-9283	CA	Sood Enterprises, Inc.	Sudesh	Sood
Moreno Valley	175	12477 Heacock St	92553	(909) 474-7767	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Moreno Valley	3349	23577 Sunnymead Ranch Pkwy	92557	(951) 247-7483	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Moreno Valley	5388	14485 Moreno Beach Dr	92555	(951) 601-1594	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Moreno Valley	5394	27030 Fir Ave	92555	(951) 243-2551	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Moreno Valley	5423	24985 Elder Ave	92557	(951) 485-8020	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Morgan Hill	560	17015 Condit Rd	95037	(408) 763-5450	CA	Central Coast Restaurants Inc.	Michael	Flores
Morgan Hill	3479	15855 Monterey Rd	95037	(408) 825-4970	CA	Central Coast Restaurants Inc.	Michael	Flores
Mountain View	453	200 W El Camino Real	94040	(650) 964-4266	CA	Central Coast Restaurants Inc.	Michael	Flores
Mountain View	3425	510 N Shoreline Blvd	94043	(650) 964-0937	CA	JB Restaurant #3425, Inc.	Larry	Jones
Murrieta	3248	39878 Los Alamos Rd	92562	(951) 698-6544	CA	DMSD Foods, Inc.	Dawood	Beshay
Murrieta	3369	24620 Madison Ave	92562	(951) 696-5958	CA	DMSD Foods, Inc.	Dawood	Beshay

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Murrieta	5368	39380 Murrieta Hot Springs Rd	92563	(951) 698-6800	CA	DMSD Foods, Inc.	Dawood	Beshay
Murrieta	5407	33080 Antelope Rd	92563	(951) 301-4101	CA	DMSD Foods, Inc.	Dawood	Beshay
Murrieta	5439	27608 Clinton Keith Road	92562	(951) 244-0439	CA	DMSD Foods, Inc.	Dawood	Beshay
Napa	435	1641 Trancas St	94558	(707) 252-7015	CA	Napa Restaurants Inc.	Beryl	Haroan
Napa	4362	850 W Imola Ave	94559	(707) 690-4590	CA	Reshiv, Inc.	Anil	Yadav
National City	80	3138 Plaza Blvd	91950	(619) 470-1008	CA	N Farooqi Properties, LLC	Nasir	Farooqi
National City	3049	700 Roosevelt Ave	91950	(619) 477-5804	CA	Beshay Foods, Inc.	Dawood	Beshay
Needles	185	221 J St	92363	(760) 326-4746	CA	River Fast Foods, Inc.	Adel	Farag
Newark	3481	39017 Cedar Blvd	94560	(510) 574-0695	CA	Amanat, Inc.	Anil	Yadav
Newport Beach	3171	4625 W Coast Hwy	92663	(949) 650-1763	CA	KIPER ENTERPRISES, INC.	Christina	Perucci
Norco	198	2065 River Rd	92860	(951) 734-0362	CA	FEAST Foods, LLC	Bashir	Eramya
Norco	3212	1491 6th St	92860	(951) 737-1496	CA	S&S Coastal Foods, LLC	Samuel	Abraham
North Highlands	561	4990 Watt Ave	95660	(279) 666-5903	CA	Anand, Inc.	Dharmesh	Patel
North Hollywood	314	6551 Lankershim Blvd	91606	(818) 763-3818	CA	Sood Enterprises, Inc.	Sudesh	Sood
North Hollywood	3183	12900 Sherman Way	91605	(818) 982-5225	CA	Sood Enterprises, Inc.	Usha	Sood
North Palm Springs	3388	6555 Indian Cyn	92258	(760) 251-0206	CA	Desert Jack, LLC	Hamid	Sharafatian
Northridge	190	11216 Tampa Ave	91326	(818) 368-9941	CA	Ocean View Foods, Inc.	Terence	Jones
Northridge	307	8322 Balboa Blvd	91325	(818) 345-6492	CA	New Generation Foods, LLC	Bashir	Eramya
Northridge	317	19322 Roscoe Blvd	91324	(818) 885-8149	CA	Newco Foods, Inc.	Sudesh	Sood
Northridge	344	9433 Reseda Blvd	91324	(818) 885-8261	CA	Ocean View Foods, Inc.	Terence	Jones
Norwalk	217	12060 Rosecrans Ave	90650	(562) 929-6531	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Norwalk	288	11353 Firestone Blvd	90650	(562) 929-0132	CA	LMS Group, Inc.	Lee	Su
Norwalk	3169	12603 Norwalk Blvd	90650	(562) 868-5677	CA	Three Powers Foods, Inc.	Cedric	Fong
Novato	473	301 Enfrente Rd	94949	(415) 883-8196	CA	TJLM Food Services, Inc.	Lauren	Tom
Novato	4382	7135 Redwood Blvd	94945	(415) 878-0465	CA	Reshiv, Inc.	Anil	Yadav

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Oakdale	514	606 E F St	95361	(209) 847-2598	CA	Cal Valley Jack, Inc.	Anil	Yadav
Oakhurst	4372	40070 Highway 49	93644	(559) 658-6061	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Oakland	413	6510 Telegraph Ave	94609	(510) 547-5241	CA	Dhillon & Hurtado Enterprises LLC	Wilfredo	Herrera
Oakland	420	2424 E International Blvd	94601	(510) 261-1335	CA	Dhillon & Hurtado Enterprises LLC	Wilfredo	Herrera
Oakland	433	4425 Telegraph Ave	94609	(510) 652-2363	CA	Dhillon & Hurtado Enterprises LLC	Wilfredo	Herrera
Oakland	533	532 Hegenberger Rd	94621	(510) 632-3346	CA	Dhillon & Hurtado Enterprises LLC	Wilfredo	Herrera
Oakley	578	2185 Main St	94561	(925) 450-3100	CA	AKKAM, INC.	Anil	Yadav
Oceanside	89	3808 Plaza Dr	92056	(760) 941-0841	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Oceanside	98	2474 Vista Way	92054	(760) 966-0041	CA	Ocean Restaurant Group, Inc.	Garren	Grieve
Oceanside	3026	4211 Oceanside Blvd	92056	(760) 758-2964	CA	Beshay Foods, Inc.	Dawood	Beshay
Oceanside	3061	3909 Mission Ave	92054	(760) 439-9852	CA	Beshay Foods, Inc.	Dawood	Beshay
Oceanside	3068	1900 Mission Ave	92054	(760) 967-3971	CA	Beshay Foods, Inc.	Dawood	Beshay
Ontario	373	1551 E 4th St	91764	(909) 984-3114	CA	WHG Restaurant Group, Inc.	Gregory	Gribble
Ontario	3381	2458 S Vineyard Ave	91761	(909) 923-5743	CA	North Star Food Services, Inc.	Gregory	Gribble
Ontario	3384	4351 Ontario Mills Pkwy	91764	(909) 484-4842	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Ontario	3555	1840 Holt Blvd	91761	(909) 395-9987	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Ontario	3578	3500 E Philadelphia St	91761	(909) 923-5966	CA	AW Malik, Inc.	Shahid	Chaudhry
Ontario	5330	800 S Mountain Ave Ste A	91762	(909) 988-7568	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Ontario	5345	2710 Riverside Dr	91761	(909) 773-1706	CA	North Star Food Services, Inc.	Gregory	Gribble
Ontario	5360	4880 Motor Ln Bldg A	91761	(909) 605-2705	CA	AW Malik, Inc.	Shahid	Chaudhry
Ontario	5371	1780 S Grove Ave	91761	(909) 947-7049	CA	AW Malik, Inc.	Shahid	Chaudhry
Orange	196	2500 N Tustin St	92865	(714) 998-1450	CA	JDC Food Services, Inc.	Caryn	Ochoa
Orange	282	3111 E Chapman Ave	92869	(714) 532-5029	CA	JDC Food Services, Inc.	Caryn	Ochoa

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Orange	3305	431 W Katella Ave	92867	(714) 744-4129	CA	Jokar Enterprises, Inc.	Mark	Graffius
Orange	5390	3050 W Chapman Ave	92868	(714) 634-3686	CA	Makar Foods, Inc.	George	Crankshaw
Orcutt	189	5001 Orcutt Rd	93455	(805) 937-7771	CA	SBF Foods, LLC	Pankaj	Bhatia
Oroville	515	1797 Oro Dam Blvd	95965	(530) 534-3032	CA	YP Jacks, LLC	Dharmesh	Patel
Otay Mesa	3071	942 Dennery Rd	92154	(619) 942-5444	CA	DMSD Foods, Inc.	Dawood	Beshay
Oxnard	3237	2580 N Vineyard Ave	93030	(805) 485-0773	CA	Caltex Foods, Inc.	Mike	Herrick
Oxnard	3252	960 N Ventura Rd	93030	(805) 485-8959	CA	AmberJack Partners	Heather	Goss
Oxnard	3353	550 S Victoria Ave	93035	(805) 985-2420	CA	AmberJack Partners	Heather	Goss
Palm Desert	5363	36555 Cook St	92211	(760) 773-3025	CA	Desert Jack, LLC	Hamid	Sharafatian
Palm Springs	3583	694 S Palm Canyon Dr	92264	(760) 416-2543	CA	Desert Jack, LLC	Hamid	Sharafatian
Palm Springs	5381	5200 E Ramon Rd	92264	(760) 325-4936	CA	Desert Jack, LLC	Hamid	Sharafatian
Palmdale	363	564 E Palmdale Blvd	93550	(661) 378-1219	CA	Envision Foods, LLC	Hamid	Sharafatian
Palmdale	3352	570 W Avenue P	93551	(661) 273-8261	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Palmdale	3596	37070 47th St E	93552	(661) 285-7382	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Palmdale	5495	3861 W Rancho Vista Blvd.	93551	(661) 964-5200	CA	Allied Restaurant Management, LLC	Hamid	Sharafatian
Palo Alto	455	2280 El Camino Real	94306	(650) 856-0350	CA	Golden State Jacks, Inc.	Beryl	Haroan
Panorama City	306	15342 Roscoe Blvd	91402	(818) 892-7059	CA	Bromley Foods, Inc.	Terence	Jones
Paramount	215	8433 Alondra Blvd	90723	(562) 408-4951	CA	Highland Food Express, Inc.	Hai	Zaidul
Paramount	3206	7930 Rosecrans Ave	90723	(562) 633-6232	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Pasadena	183	1415 E Colorado Blvd	91106	(626) 792-7076	CA	Ocean View Foods, Inc.	Terence	Jones
Pasadena	323	30 N Rosemead Blvd	91107	(626) 304-9356	CA	JYM Enterprises, Inc.	Elaine	Maki
Paso Robles	171	2304 Spring St	93446	(805) 238-9002	CA	SBF Foods, LLC	Pankaj	Bhatia
Paso Robles	3505	1900 Ramada Dr	93446	(805) 226-8262	CA	SBF Foods, LLC	Pankaj	Bhatia
Paso Robles	4356	1499 Creston Rd	93446	(805) 237-2514	CA	SBF Foods, LLC	Pankaj	Bhatia
Paso Robles	5414	2500 Golden Hill Rd	93446	(805) 237-0874	CA	SBF Foods, LLC	Pankaj	Bhatia
Patterson	3460	15050 Rogers Rd	95363	(209) 892-2206	CA	Cal Valley Jack, Inc.	Anil	Yadav
Petaluma	484	837 E Washington St	94952	(707) 763-3612	CA	Shahmun Corporation	Austin	Torres
Petaluma	596	1401 N Mcdowell Blvd	94954	(707) 664-1021	CA	Shahmun Corporation	Austin	Torres
Pico Rivera	3175	6750 Rosemead Blvd	90660	(562) 949-5097	CA	Three Powers Foods, Inc.	Cedric	Fong

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Pinole	436	2689 Pinole Valley Rd	94564	(510) 758-2346	CA	TJLM Food Services, Inc.	Lauren	Tom
Pismo Beach	4363	334 Five Cities Dr	93449	(805) 556-0580	CA	SBF Foods, LLC	Pankaj	Bhatia
Placentia	3203	797 W Orangethorpe Ave	92870	(714) 572-3924	CA	Jokar Enterprises, Inc.	Mark	Graffius
Placentia	3253	1097 E Imperial Hwy	92870	(714) 528-2960	CA	Square King Foods, Inc.	Sam	Fong
Placentia	3548	2097 E Orangethorpe Ave	92870	(657) 208-2110	CA	Graffy Foods, Inc.	Mark	Graffius
Placerville	541	3945 Missouri Flat Rd	95667	(530) 626-1898	CA	YP Jacks, LLC	Dharmesh	Patel
Pleasant Hill	414	1817 Contra Costa Blvd	94523	(925) 685-3542	CA	AKKAM, INC.	Anil	Yadav
Pleasanton	476	4295 Valley Ave	94566	(925) 462-3880	CA	JB Restaurant #476, Inc.	Larry	Jones
Pleasanton	4365	1875 Valley Ave	94566	(925) 485-6021	CA	JB Restaurant #4365, Inc.	Larry	Jones
Pomona	164	100 E Holt Ave	91767	(909) 620-5896	CA	FEAST Foods, LLC	Bashir	Eramya
Pomona	197	101 W Foothill Blvd	91767	(909) 596-0029	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Pomona	3227	1670 W Mission Blvd	91766	(909) 326-1322	CA	Highland Food Express, Inc.	Hai	Zaidul
Pomona	3320	2098 S Garey Ave	91766	(909) 613-0425	CA	AW Malik, Inc.	Shahid	Chaudhry
Pomona	3547	2775 S Reservoir St	91766	(909) 628-5010	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Pomona	3587	1335 N Dudley St	91768	(909) 622-1004	CA	AMSU Financial, Inc.	Shahid	Chaudhry
Port Hueneme	5403	814 N Ventura Rd	93041	(805) 483-9010	CA	Caltex Foods, Inc.	Mike	Herrick
Porterville	501	390 W Olive Ave	93257	(559) 781-0155	CA	JIB Central, LLC	Luis	Velasco
Porterville	4337	1075 W Henderson Ave	93257	(559) 788-2400	CA	JIB Central, LLC	Luis	Velasco
Poway	51	12424 Poway Rd	92064	(858) 486-1170	CA	QSC Ventures Inc.	Charles	Stauffer
Ramona	77	1056 Main St	92065	(760) 789-6428	CA	Beshay Foods, Inc.	Dawood	Beshay
Rancho Cordova	499	10699 Folsom Blvd	95670	(279) 895-7500	CA	Vanmel, Inc.	Anil	Yadav
Rancho Cucamonga	3299	11767 Foothill Blvd	91730	(909) 980-3441	CA	M & B Restaurant Group	Gregory	Gribble
Rancho Cucamonga	3522	8840 Foothill Blvd	91730	(909) 944-3688	CA	OC Food Express, Inc.	Hai	Zaidul
Rancho Cucamonga	5300	10473 Alta Loma Dr	91737	(909) 483-6335	CA	AW Malik, Inc.	Shahid	Chaudhry

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Rancho Palos Verdes	382	29317 S Western Ave	90275	(310) 831-3509	CA	Dhillon Foods, Inc.	Priya	Dhillon
Rancho Santa Margari	3387	28592 Oso Pkwy	92688	(949) 766-5980	CA	KIPER ENTERPRISES, INC.	Christina	Perucci
Red Bluff	3403	1075 S Main St	96080	(530) 529-2805	CA	Chico Foods, LLC	Asheet	Sharma
Redding	3486	4085 Railroad Ave	96001	(530) 244-3828	CA	Chico Foods, LLC	Asheet	Sharma
Redding	4361	800 E Cypress Ave	96002	(530) 226-9478	CA	Chico Foods, LLC	Asheet	Sharma
Redlands	3177	605 E Redlands Blvd	92373	(909) 633-7818	CA	Halabian, Inc.	Hossein	Halabian
Redlands	3297	2062 W Redlands Blvd	92373	(909) 253-1981	CA	SB Food Express, Inc.	Hai	Zaidul
Redlands	5487	1248 Wabash Ave	92359	(909) 810-1138	CA	LA Food Express, LLC	Hai	Zaidul
Redwood City	438	3199 El Camino Real	94061	(650) 365-4655	CA	JB Restaurant #438, Inc.	Larry	Jones
Redwood City	469	986 Woodside Rd	94061	(408) 515-1327	CA	SCH Restaurant Group, Inc.	Shang Chun	Hsia
Redwood City	525	1205 Broadway St	94063	(408) 515-1770	CA	SCH Restaurant Group, Inc.	Shang Chun	Hsia
Reedley	3512	605 I St	93654	(559) 637-7178	CA	JIB Central, LLC	Luis	Velasco
Reseda	5357	6820 Reseda Blvd	91335	(818) 708-3501	CA	Sood Enterprises, Inc.	Rashmi	Sood
Rialto	162	316 W Foothill Blvd	92376	(909) 875-0890	CA	Halabian, Inc.	Hossein	Halabian
Ridgecrest	3314	919 S China Lake Blvd	93555	(760) 375-1953	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Ripon	4348	1442 Colony Rd Ste B	95366	(209) 599-5871	CA	Varris Management, Inc.	Anil	Yadav
Riverbank	4344	2246 Patterson Rd	95367	(209) 863-8924	CA	Varris Management, Inc.	Anil	Yadav
Riverside	179	3981 Tyler St	92503	(951) 689-8470	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Riverside	345	5126 Arlington Ave	92504	(951) 354-8859	CA	Envision Foods, LLC	Hamid	Sharafatian
Riverside	356	3521 Central Ave	92506	(951) 698-0703	CA	DCF Enterprises, LLC	Dawood	Beshay
Riverside	379	3434 14th St	92501	(951) 226-0563	CA	DCF Enterprises, LLC	Dawood	Beshay
Riverside	392	9195 Jurupa Rd	92509	(951) 681-6161	CA	Halabian, Inc.	Hossein	Halabian
Riverside	3164	7810 Limonite Ave	92509	(951) 685-6720	CA	DMSD Foods, Inc.	Dawood	Beshay
Riverside	3193	10151 Ben Nevis Blvd	92509	(951) 681-1189	CA	Beshay Foods, Inc.	Dawood	Beshay
Riverside	3213	3450 La Sierra Ave	92503	(951) 687-7580	CA	JDC Food Services, Inc.	Caryn	Ochoa
Riverside	3266	19586 Van Buren Blvd	92508	(951) 653-8443	CA	Beshay Foods, Inc.	Dawood	Beshay

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Riverside	3518	5700 Sycamore Canyon Blvd	92507	(951) 787-8079	CA	Desert Jack, LLC	Hamid	Sharafatian
Riverside	3581	3886 Chicago Ave	92507	(951) 786-3974	CA	Desert Jack, LLC	Hamid	Sharafatian
Riverside	5467	1001 E Alessandro Blvd	92508	(951) 653-5467	CA	DMSD Foods, Inc.	Dawood	Beshay
Riverside	5468	1115 W La Cadena Dr	92501	(951) 289-9087	CA	DMSD Foods, Inc.	Dawood	Beshay
Rocklin	585	4410 Rocklin Rd	95677	(916) 625-9383	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Rocklin	3435	6691 Stanford Ranch Rd	95677	(916) 625-9232	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Rohnert Park	456	6299 Commerce Blvd	94928	(707) 585-3515	CA	TJLM Food Services, Inc.	Lauren	Tom
Rosamond	5339	3033 25th St W	93560	(661) 256-5920	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Rosemead	308	4216 N Rosemead Blvd	91770	(626) 285-7983	CA	JYM Enterprises, Inc.	John	Maki
Rosemead	3504	820 San Gabriel Blvd	91770	(626) 569-0363	CA	JYM Enterprises, Inc.	Hisayo	Maki
Rosemead	3566	3038 San Gabriel Blvd	91770	(626) 569-0663	CA	JYM Enterprises, Inc.	Hisayo	Maki
Roseville	570	1923 Douglas Blvd	95661	(916) 782-8003	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Roseville	3426	8655 Auburn Blvd	95661	(916) 729-5552	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Roseville	4402	5150 Foothills Blvd	95747	(916) 771-4402	CA	Anand, Inc.	Dharmesh	Patel
Rowland Heights	346	18950 Colima Rd	91748	(626) 913-7717	CA	Three Powers Foods, Inc.	Cedric	Fong
Sacramento	481	3500 Marconi Ave	95821	(916) 481-2264	CA	Anand, Inc.	Dharmesh	Patel
Sacramento	492	5800 Freeport Blvd	95822	(279) 356-8522	CA	Amanat, Inc.	Anil	Yadav
Sacramento	532	4849 Madison Ave	95841	(916) 283-7550	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Sacramento	548	2293 Arden Way	95825	(916) 922-9569	CA	Devika Restaurants Inc.	Dev	Sagar
Sacramento	566	5420 Stockton Blvd	95820	(279) 895-9013	CA	Anand, Inc.	Dharmesh	Patel
Sacramento	593	2560 W El Camino Ave	95833	(916) 567-9692	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Sacramento	594	7795 Stockton Blvd	95823	(916) 689-3755	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Sacramento	3402	6300 Power Inn Rd	95824	(916) 387-6579	CA	Anand, Inc.	Dharmesh	Patel
Sacramento	3413	4128 Norwood Ave	95838	(916) 922-2125	CA	YP Jacks, LLC	Dharmesh	Patel

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Sacramento	3421	8750 La Riviera Dr	95826	(279) 895-7890	CA	Anand, Inc.	Dharmesh	Patel
Sacramento	3472	9680 Business Park Dr	95827	(279) 346-6677	CA	Vanmel, Inc.	Anil	Yadav
Sacramento	4305	4601 Broadway	95820	(916) 455-8690	CA	Anand, Inc.	Dharmesh	Patel
Sacramento	4326	2750 Del Paso Rd	95834	(916) 285-6753	CA	YP Jacks, LLC	Dharmesh	Patel
Sacramento	4329	4435 Florin Rd	95823	(916) 391-0200	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Sacramento	4330	4300 Madison Ave	95842	(916) 407-0500	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Sacramento	4404	8349 Folsom Blvd	95826	(279) 895-6469	CA	Anand, Inc.	Dharmesh	Patel
Salinas	450	645 S Main St	93901	(831) 783-5402	CA	Central Coast Restaurants Inc.	Michael	Flores
Salinas	3422	1810 N Main St	93906	(831) 449-5158	CA	Central Coast Restaurants Inc.	Michael	Flores
Salinas	3459	1225 De La Torre St	93905	(831) 783-5420	CA	Central Coast Restaurants Inc.	Michael	Flores
Salinas	4339	1540 N Sanborn Rd	93905	(831) 783-5550	CA	Central Coast Restaurants Inc.	Michael	Flores
Salinas	4393	975 N Main St	93906	(831) 783-5396	CA	Central Coast Restaurants Inc.	Michael	Flores
San Bernardino	163	497 S E St	92401	(909) 440-9591	CA	SB Food Express, Inc.	Hai	Zaidul
San Bernardino	177	1605 E Highland Ave	92404	(909) 884-8915	CA	OC Food Express, Inc.	Hai	Zaidul
San Bernardino	194	495 N D St	92401	(909) 889-4984	CA	OC Food Express, Inc.	Hai	Zaidul
San Bernardino	371	303 E Base Line St	92410	(909) 453-0656	CA	OC Food Express, Inc.	Hai	Zaidul
San Bernardino	3195	4020 University Pkwy	92407	(909) 880-1257	CA	Beshay Foods, Inc.	Dawood	Beshay
San Bernardino	3584	1141 W Highland Ave	92405	(909) 883-6577	CA	Beshay Foods, Inc.	Dawood	Beshay
San Bernardino	5308	193 E 40th St	92404	(909) 883-4108	CA	Desert Jack, LLC	Hamid	Sharafatian
San Bernardino	5322	1148 Coulston St	92408	(909) 796-4517	CA	SB Food Express, Inc.	Hai	Zaidul
San Bernardino	5415	25699 Baseline St	92410	(909) 233-4703	CA	Highland Food Express, Inc.	Hai	Zaidul
San Bernardino	5478	3265 W Little League Dr	92407	(909) 892-1916	CA	Allied Restaurant Management, LLC	Hamid	Sharafatian
San Bruno	404	1700 El Camino Real	94066	(650) 837-0613	CA	Parivar, Inc.	Anil	Yadav
San Carlos	468	1100 El Camino Real	94070	(650) 592-3124	CA	Golden State Jacks, Inc.	Beryl	Haroan

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
San Clemente	378	2398 S El Camino Real	92672	(949) 498-7530	CA	KIPER ENTERPRISES, INC.	Christina	Perucci
San Diego	8	4815 Voltaire St	92107	(619) 223-7714	CA	MZM Foods, Inc.	Maher	Samaan
San Diego	13	3850 Clairemont Mesa Blvd	92117	(858) 273-5861	CA	Beshay Foods, Inc.	Dawood	Beshay
San Diego	14	6080 Mission Gorge Rd	92120	(619) 325-1799	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	18	2890 El Cajon Blvd	92104	(619) 283-3412	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	21	4751 El Cajon Blvd	92115	(619) 583-6942	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	22	1340 Rosecrans St	92106	(619) 222-7608	CA	MZM Foods, Inc.	Zakaria	Samaan
San Diego	23	2959 Upas St	92104	(619) 295-8443	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	26	3838 Midway Dr	92110	(858) 256-7164	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	29	5155 College Ave	92115	(619) 286-0433	CA	PGC Foods, LLC	Shane	Paul
San Diego	31	1110 C St	92101	(619) 234-0785	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	33	220 W Washington St	92103	(619) 260-8306	CA	MZM Foods, Inc.	Maher	Samaan
San Diego	37	7170 Linda Vista Rd	92111	(858) 571-1671	CA	Charles J. Stauffer	Charles	Stauffer
San Diego	44	1905 Garnet Ave	92109	(858) 272-5712	CA	MZM Foods, Inc.	Maher	Samaan
San Diego	60	9380 Mira Mesa Blvd	92126	(858) 566-0052	CA	QSC Ventures Inc.	Charles	Stauffer
San Diego	69	16725 Bernardo Center Dr	92128	(858) 485-5413	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
San Diego	72	10809 Tierrasanta Blvd	92124	(858) 268-8228	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	84	804 University Ave	92103	(619) 298-1273	CA	MZM Foods, Inc.	Zakaria	Samaan
San Diego	87	7425 Mission Gorge Rd	92120	(619) 265-2188	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	90	1619 Pacific Hwy	92101	(619) 232-7316	CA	PGC Foods, LLC	Shane	Paul
San Diego	95	13245 Black Mountain Rd	92129	(858) 484-7696	CA	MZM Foods, Inc.	Zakaria	Samaan
San Diego	3012	3801 Murphy Canyon Rd	92123	(858) 467-1421	CA	PGC Foods, LLC	Shane	Paul
San Diego	3018	4375 Genesee Ave	92117	(858) 627-9738	CA	MZM Foods, Inc.	Maher	Samaan
San Diego	3021	7740 Hazard Center Dr	92108	(619) 295-6421	CA	PGC Foods, LLC	Shane	Paul
San Diego	3034	14371 Penasquitos Dr	92129	(858) 672-4637	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
San Diego	3045	10537 Scripps Poway Pkwy	92131	(858) 549-9163	CA	MZM Foods, Inc.	Maher	Samaan
San Diego	3053	9215 Clairemont Mesa Blvd	92123	(858) 573-2972	CA	MZM Foods, Inc.	Zakaria	Samaan
San Diego	3058	2525 Otay Center Dr	92154	(619) 710-2427	CA	Farooqi Restaurant Management, Inc.	Nasir	Farooqi

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
San Diego	3075	Terminal 1 West, Space 1024	92101	(619) 297-0095	CA	SSP America, Inc.	NULL	SSP America, Inc.
San Diego	3076	Terminal 2, Space 2035	92101	(619) 297-0095	CA	SSP America, Inc.	NULL	SSP America, Inc.
San Diego	3077	2890 National Ave	92113	(619) 446-0000	CA	DMSD Foods, Inc.	Dawood	Beshay
San Diego	3086	6926 Miramar Rd	92121	(858) 547-9418	CA	MS Restaurants, Inc.	Maher	Samaan
San Diego	3088[1]	100 Park Blvd #325 6th Floor Space 11 Sect 2	92101	N/A	CA	California Sportservice, Inc.		
San Dimas	3389	1125 W Arrow Hwy	91773	(909) 394-1919	CA	North Star Food Services, Inc.	Gregory	Gribble
San Francisco	545	400 Geary St	94102	(415) 673-0868	CA	Gul Food Management, Inc.	Saeed	Khan
San Francisco	556	366 Bayshore Blvd	94124	(415) 641-8467	CA	Gul Food Management, Inc.	Saeed	Khan
San Francisco	558	4649 Geary Blvd	94118	(415) 752-4916	CA	Gul Food Management, Inc.	Saeed	Khan
San Gabriel	312	901 W Las Tunas Dr	91776	(626) 570-6131	CA	JYM Enterprises, Inc.	Hisayo	Maki
San Jacinto	3272	770 W Ramona Expy	92582	(951) 654-3374	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
San Jacinto	5392	2291 W Esplanade Ave	92582	(951) 260-0251	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
San Jose	407	1075 Willow St	95125	(408) 947-1488	CA	Golden State Jacks, Inc.	Beryl	Haroan
San Jose	409	148 E San Carlos St	95112	(669) 230-4105	CA	Gogris Corporation	Shilpa	Gogri
San Jose	439	1558 W San Carlos St	95126	(408) 293-9605	CA	East Bay Jack Corporation	Karan	Gogri
San Jose	458	4602 Almaden Expy	95118	(408) 723-3845	CA	South Bay Jack, Inc.	Michael	Flores
San Jose	485	611 E Capitol Expy	95111	(408) 578-5057	CA	LJ & MW Enterprises, Inc.	Larry	Jones
San Jose	506	2195 Morrill Ave	95132	(408) 262-0633	CA	AKKAM, INC.	Anil	Yadav

[1] Unit 3088 located at Petco Park baseball stadium is only open for operation during Major League Baseball games and other designated special events, and is not counted in Item 20 Table 3.

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
San Jose	3430	697 Curtner Ave	95125	(408) 267-6682	CA	Golden State Jacks, Inc.	Beryl	Haroan
San Jose	3443	3493 Mckee Rd	95127	(408) 599-4664	CA	JIB Restaurant Group, Inc.	Shang Chun	Hsia
San Jose	3464	6101 San Ignacio Ave	95119	(408) 629-4465	CA	JB Restaurant #3464, Inc.	Larry	Jones
San Jose	4408	1490 Monterey Rd	95110	(408) 295-5357	CA	Golden State Jacks, Inc.	Beryl	Haroan
San Leandro	540	699 Lewelling Blvd Ste 120	94579	(510) 352-4849	CA	Dhillon & Hurtado Enterprises LLC	Wilfredo	Herrera
San Leandro	4391	15025 Hesperian Blvd	94578	(510) 346-5390	CA	Parivar, Inc.	Anil	Yadav
San Lorenzo	491	17550 Hesperian Blvd	94580	(510) 481-2697	CA	Dhillon & Hurtado Enterprises LLC	Wilfredo	Herrera
San Luis Obispo	3290	390 Santa Rosa St	93405	(805) 547-0852	CA	SBF Foods, LLC	Pankaj	Bhatia
San Marcos	71	1655 Capalina Rd	92069	(760) 744-9144	CA	Beshay Foods, Inc.	Dawood	Beshay
San Marcos	96	717 San Marcos Blvd	92078	(760) 744-2893	CA	Beshay Foods, Inc.	Dawood	Beshay
San Pablo	542	14395 San Pablo Ave	94806	(510) 232-0905	CA	SA UZ Khan Mgmt, Inc.	Saeed	Khan
San Pablo	4353	50 San Pablo Towne Ctr	94806	(510) 412-9712	CA	Gul Food Management, Inc.	Saeed	Khan
San Rafael	461	1814 2nd St	94901	(628) 243-9499	CA	North Bay Jack, Inc.	Anil	Yadav
Sanger	519	1300 Jensen Ave	93657	(559) 875-7824	CA	Fresno Foods, LLC	Behzad	Nematzadeh
Santa Ana	157	1502 S Main St	92707	(714) 543-9433	CA	Kigar, LLC	Jaime	Garcia
Santa Ana	397	719 N Bristol St	92703	(714) 835-4610	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Santa Ana	3158	820 N Harbor Dr	92703	(714) 554-1692	CA	SB Food Express, Inc.	Hai	Zaidul
Santa Ana	3180	601 N Main St	92701	(714) 836-4368	CA	S&S Coastal Foods, LLC	Samuel	Abraham
Santa Ana	3187	720 E Dyer Rd	92705	(714) 546-4296	CA	Makar Foods, Inc.	George	Crankshaw
Santa Ana	3198	1300 W Edinger Ave	92704	(714) 754-7290	CA	PCH Venture Group East, Inc.	Lee	Su
Santa Ana	3241	2502 S Harbor Blvd	92704	(714) 662-3563	CA	GCP Enterprises, Inc.	Gino	Perucci
Santa Ana	3527	3710 S Bristol St	92704	(714) 241-1185	CA	LMS Group, Inc.	Lee	Su
Santa Ana	3545	1730 E Edinger Ave	92705	(714) 259-7824	CA	Jokar Enterprises, Inc.	Mark	Graffius
Santa Ana	5481	1406 E First St	92701	(714) 617-5695	CA	Makar Foods, Inc.	George	Crankshaw
Santa Barbara	359	3747 State St	93105	(805) 682-8674	CA	SBF Foods, LLC	Pankaj	Bhatia

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Santa Barbara	366	501 N Milpas St	93103	(805) 965-7714	CA	SBF Foods, LLC	Pankaj	Bhatia
Santa Clara	401	3367 El Camino Real	95051	(408) 249-7940	CA	JB Restaurant #401, Inc.	Larry	Jones
Santa Clara	423	911 El Camino Real	95050	(408) 244-0255	CA	Golden State Jacks, Inc.	Beryl	Haroan
Santa Clara	590	3395 Stevens Creek Blvd	95050	(408) 599-4371	CA	JIB Restaurant Group, Inc.	Shang Chun	Hsia
Santa Clara	3467	3465 Homestead Rd	95051	(408) 599-0306	CA	JIB Restaurant Group, Inc.	Shang Chun	Hsia
Santa Clara	4388	2845 Augustine Dr	95054	(408) 969-0887	CA	JB Restaurant #4388, Inc.	Larry	Jones
Santa Clarita	369	22908 Lyons Ave	91321	(661) 254-3330	CA	Newco Foods, Inc.	Sudesh	Sood
Santa Clarita	3344	26547 Bouquet Canyon Rd	91350	(661) 297-4881	CA	New Generation Foods, LLC	Bashir	Eramya
Santa Clarita	3595	18525 Via Princessa	91387	(661) 251-0017	CA	New Generation Foods, LLC	Bashir	Eramya
Santa Cruz	444	640 Ocean St	95060	(831) 226-1420	CA	Central Coast Restaurants Inc.	Michael	Flores
Santa Fe Springs	5333	13402 Imperial Hwy	90670	(562) 407-2069	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Santa Maria	3209	1041 E Main St	93454	(805) 346-1190	CA	SBF Foods, LLC	Pankaj	Bhatia
Santa Maria	3317	2306 S Broadway	93454	(805) 922-0627	CA	SBF Foods, LLC	Pankaj	Bhatia
Santa Maria	5275	705 E Betteravia Rd	93454	(805) 287-9657	CA	SBF Foods, LLC	Pankaj	Bhatia
Santa Maria	9001	830 S Broadway	93454	(805) 922-5693	CA	SBF Foods, LLC	Pankaj	Bhatia
Santa Monica	153	802 Santa Monica Blvd	90401	(310) 458-3584	CA	Sage Restaurants LLC	Wilfredo	Herrera
Santa Monica	274	2025 Lincoln Blvd	90405	(310) 450-2927	CA	Dhillon Foods, Inc.	Priya	Dhillon
Santa Paula	165	306 S Palm Ave	93060	(805) 525-7992	CA	Herrick Foods, LLC	Cody	Herrick
Santa Rosa	463	1004 Steele Ln	95403	(707) 526-9877	CA	TJLM Food Services, Inc.	Lauren	Tom
Santa Rosa	497	2550 Hoen Frontage Rd	95405	(707) 526-9050	CA	Reshiv, Inc.	Anil	Yadav
Santa Rosa	554	425 Sebastopol Rd	95407	(707) 571-0153	CA	North Bay Jack, Inc.	Anil	Yadav
Santa Rosa	581	3086 Marlow Rd	95403	(707) 545-5834	CA	Gul Food Management, Inc.	Saeed	Khan
Santa Rosa	3497	2755 Santa Rosa Ave	95407	(707) 535-0258	CA	North Bay Jack, Inc.	Anil	Yadav
Santee	20	9337 Mission Gorge Rd	92071	(619) 448-1245	CA	PGC Foods, LLC	Shane	Paul

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Santee	3007	10330 Mast Blvd	92071	(619) 562-4473	CA	DMSD Foods, Inc.	Dawood	Beshay
Santee	3056	8500 Magnolia Ave	92071	(619) 258-5492	CA	DMSD Foods, Inc.	Dawood	Beshay
Scotts Valley	4401	6014 Scotts Valley Dr	95066	(831) 430-9262	CA	Golden State Jacks, Inc.	Beryl	Haroan
Seaside	454	1533 Fremont Blvd	93955	(831) 200-1603	CA	Central Coast Restaurants Inc.	Michael	Flores
Selma	3395	2867 Highland Ave	93662	(559) 898-0206	CA	JIB Central, LLC	Luis	Velasco
Sepulveda	3565	15651 Nordhoff St	91343	(818) 893-9919	CA	Sood Enterprises, Inc.	Rashmi	Sood
Signal Hill	5409	801 E Spring St	90755	(562) 426-3069	CA	Jushen Restaurants, Inc.	Priya	Dhillon
Simi Valley	3281	1579 Los Angeles Ave	93065	(805) 520-1666	CA	AmberJack Partners	Heather	Goss
Simi Valley	3365	5798 E Los Angeles Ave	93063	(805) 526-2440	CA	Ocean View Foods, Inc.	Terence	Jones
Simi Valley	3540	130 Cochran St	93065	(805) 955-0799	CA	AmberJack Partners	Heather	Goss
Sonoma	3466	602 W Napa St	95476	(707) 931-1500	CA	North Bay Jack, Inc.	Anil	Yadav
Sonora	518	13751 Mono Way	95370	(209) 532-2900	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
South Gate	3228	8920 Atlantic Ave	90280	(323) 569-2335	CA	Dhillon Foods, Inc.	Priya	Dhillon
South Lake Tahoe	7321	2649 Lake Tahoe Blvd	96150	(775) 360-2621	CA	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
South San Francisco	448	201 S Spruce St	94080	(650) 379-6541	CA	AV Inc.	Anil	Yadav
South San Francisco	516	1695 El Camino Real	94080	(650) 994-8245	CA	Resham, Inc.	Anil	Yadav
Spring Valley	65	10255 Campo Rd	91978	(619) 660-0905	CA	PGC Foods, LLC	Shane	Paul
Spring Valley	73	1047 Sweetwater Rd	91977	(619) 464-0705	CA	Charles J. Stauffer	Charles	Stauffer
Stanton	3204	7482 Katella Ave	90680	(714) 891-6024	CA	Makar Foods, Inc.	George	Crankshaw
Stockton	460	6200 Pacific Ave	95207	(209) 800-7090	CA	Yadav, Inc.	Anil	Yadav
Stockton	464	1504 Pacific Ave	95204	(209) 337-3756	CA	Varris Management, Inc.	Anil	Yadav
Stockton	486	920 E Hammer Ln	95210	(209) 473-7016	CA	YP 486, LLC	Dharmesh	Patel
Stockton	534	2592 W March Ln	95207	(209) 900-5870	CA	Varris Management, Inc.	Anil	Yadav
Stockton	565	3506 W Hammer Ln	95219	(209) 951-6818	CA	Yadav, Inc.	Anil	Yadav

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Stockton	3408	4989 S Highway 99	95215	(209) 425-0640	CA	Varris Management, Inc.	Anil	Yadav
Stockton	4370	733 W Charter Wy	95206	(209) 800-3630	CA	Vansh, Inc.	Anil	Yadav
Stockton	4374	10858 Trinity Park Way	95219	(209) 800-3650	CA	Varris Management, Inc.	Anil	Yadav
Stockton	4406	1916 E March Ln	95210	(209) 662-8317	CA	AV Inc.	Anil	Yadav
Suisun City	3483	499 Grizzly Island Rd	94585	(707) 426-6119	CA	Golden State Jacks, Inc.	Beryl	Haroan
Sun Valley	341	7955 Vineland Ave	91352	(818) 764-0359	CA	Bromley Foods, Inc.	Terence	Jones
Susanville	3432	2910 Main St	96130	(775) 360-2600	CA	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Taft	4418	1050 Kern St	93268	(661) 745-0275	CA	EBS Foods, LLC	Eddie	Nieves
Tehachapi	3231	801 Tucker Rd	93561	(661) 378-8680	CA	Envision Foods, LLC	Hamid	Sharafatian
Temecula	48	27410 Jefferson Ave	92590	(951) 676-6037	CA	DMSD Foods, Inc.	Dawood	Beshay
Temecula	3364	40412 Winchester Rd	92591	(951) 699-5668	CA	DMSD Foods, Inc.	Dawood	Beshay
Temecula	5449	29105 Old Town Front Street	92590	(951) 506-3322	CA	DMSD Foods, Inc.	Dawood	Beshay
Temple City	3156	9965 Lower Azusa Rd	91780	(626) 401-9730	CA	JYM Enterprises, Inc.	John	Maki
Thermal	5442	2086 Service Rd	92274	(760) 394-1989	CA	Desert Jack, LLC	Hamid	Sharafatian
Thousand Oaks	351	484 Moorpark Rd	91360	(805) 495-7874	CA	Ocean View Foods, Inc.	Terence	Jones
Thousand Oaks	5444	917 Academy Dr	91320	(805) 241-4932	CA	Bromley Foods, Inc.	Terence	Jones
Thousand Palms	3374	72955 Varner Rd	92276	(760) 343-3796	CA	Desert Jack, LLC	Hamid	Sharafatian
Torrance	230	17916 Hawthorne Blvd	90504	(310) 370-9262	CA	BB 2008 Inc.	Lee	Su
Torrance	261	4911 Torrance Blvd	90503	(310) 371-8306	CA	Dhillon Foods, Inc.	Priya	Dhillon
Torrance	267	2760 Cabrillo Ave	90501	(310) 212-0967	CA	LIHWA Group, Inc.	Erh-Mei	Su
Torrance	3155	835 W Carson St	90502	(310) 212-0972	CA	EBS Foods, LLC	Eddie	Nieves
Torrance	3332	2186 Redondo Beach Blvd	90504	(310) 538-1459	CA	JVS Foods, Inc.	Victoria	Su
Torrance	5350	3940 Redondo Beach Blvd	90504	(310) 715-6494	CA	Jushen Restaurants, Inc.	Priya	Dhillon
Trabuco Canyon	3270	21602 Plano Trabuco Rd	92679	(949) 589-3276	CA	S&S Coastal Foods, LLC	Samuel	Abraham

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Tracy	557	611 W Grant Line Rd	95376	(209) 836-2673	CA	Varris Management, Inc.	Anil	Yadav
Tracy	4300	1935 W 11th St	95376	(209) 836-2087	CA	Varris Management, Inc.	Anil	Yadav
Tracy	4376	3400 Macarthur Dr	95376	(209) 239-9525	CA	Vansh, Inc.	Anil	Yadav
Tulare	480	444 E Tulare Ave	93274	(559) 688-6464	CA	JIB Central, LLC	Luis	Velasco
Tulare	5203	958 S Mooney Blvd	93274	(559) 358-4900	CA	YBR Enterprises Limited Partnership	Patrice	Roux
Turlock	466	100 N Golden State Blvd	95380	(209) 669-6585	CA	Turlock Jack, LLC	Anil	Yadav
Turlock	3409	1951 Lander Rd	95380	(209) 634-5848	CA	Cal Valley Jack, Inc.	Anil	Yadav
Turlock	3484	2601 Geer Rd	95382	(209) 656-1845	CA	Cal Valley Jack, Inc.	Anil	Yadav
Tustin	295	14002 Newport Ave	92780	(714) 832-4203	CA	FEAST Foods, LLC	Bashir	Eramya
Tustin	396	17401 17th St	92780	(714) 731-9960	CA	JDC Food Services, Inc.	Caryn	Ochoa
Tustin	3275	3089 Edinger Ave	92780	(949) 857-0849	CA	JDC Food Services, Inc.	Caryn	Ochoa
Twentynine Palms	3563	73762 29 Palms Hwy	92277	(760) 361-5117	CA	Desert Jack, LLC	Hamid	Sharafatian
Ukiah	3469	1115 Airport Park Blvd	95482	(707) 462-5296	CA	North Bay Jack, Inc.	Anil	Yadav
Upland	186	611 W Foothill Blvd	91786	(909) 946-9588	CA	WHG Restaurant Group, Inc.	Gregory	Gribble
Vacaville	475	290 E Monte Vista Ave	95688	(707) 448-0192	CA	Devika Restaurants Inc.	Dev	Sagar
Vacaville	551	1035 Alamo Dr	95687	(707) 446-2645	CA	Gogris Corporation	Shilpa	Gogri
Vacaville	587	1130 Leisure Town Rd	95687	(707) 359-7123	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Vacaville	3475	220 Nut Tree Pkwy	95687	(707) 446-2366	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Valencia	3390	28144 The Old Rd	91355	(661) 425-0809	CA	New Generation Foods, LLC	Bashir	Eramya
Valencia	5319	28083 Newhall Ranch Rd	91355	(661) 666-2399	CA	New Generation Foods, LLC	Bashir	Eramya
Vallejo	470	400 Broadway St	94590	(707) 554-3562	CA	Golden State Jacks, Inc.	Beryl	Haroan

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Vallejo	520	1610 Lewis Brown Dr	94589	(707) 552-8307	CA	Golden State Jacks, Inc.	Beryl	Haroan
Van Nuys	330	6416 Woodman Ave	91401	(818) 909-0066	CA	Sood Enterprises, Inc.	Sudesh	Sood
Van Nuys	337	6847 Van Nuys Blvd	91405	(818) 782-1823	CA	Sood Enterprises, Inc.	Rashmi	Sood
Van Nuys	3205	6351 Sepulveda Blvd	91411	(818) 988-4049	CA	Sood Enterprises, Inc.	Rashmi	Sood
Van Nuys	3553	16860 Vanowen St	91406	(818) 779-1350	CA	Sood Enterprises, Inc.	Usha	Sood
Ventura	372	2352 E Thompson Blvd	93003	(805) 643-6617	CA	Sood Enterprises, Inc.	Sudesh	Sood
Ventura	3354	2115 S Victoria Ave	93003	(805) 658-1723	CA	Sood Enterprises, Inc.	Sudesh	Sood
Victorville	361	14618 7th St	92392	(760) 515-0775	CA	Envision Foods, LLC	Hamid	Sharafatian
Victorville	3184	12134 Hesperia Rd	92392	(760) 265-0191	CA	Envision Foods, LLC	Hamid	Sharafatian
Victorville	3269	12440 Amargosa Rd	92392	(760) 241-0740	CA	Envision Foods, LLC	Hamid	Sharafatian
Victorville	5399	14515 Mojave Dr	92394	(760) 503-8182	CA	Envision Foods, LLC	Hamid	Sharafatian
Visalia	427	1120 S Mooney Blvd	93277	(559) 732-0522	CA	VTP Enterprises	Patrice	Roux
Visalia	3440	1400 N Ben Maddox Way	93292	(559) 741-1116	CA	VTP Enterprises	Patrice	Roux
Visalia	3592	5340 W Cypress Ave	93277	(559) 739-7369	CA	VTP Enterprises	Patrice	Roux
Visalia	4412	107 W Caldwell Ave	93277	(559) 749-0191	CA	VTP Enterprises	Patrice	Roux
Visalia	5200	131 N Ferne St	93291	(559) 372-0201	CA	YBR Enterprises Limited Partnership	Patrice	Roux
Visalia	5207	3416 N Dinuba Blvd	93291	(559) 203-3207	CA	YBR Enterprises Limited Partnership	Patrice	Roux
Visalia	5216	1145 S Lovers Ln	93292	(000) 000-0000	CA	VTP Enterprises	Patrice	Roux
Vista	55	815 E Vista Way	92084	(760) 758-2146	CA	Beshay Foods, Inc.	Dawood	Beshay
Vista	3002	740 Sycamore Rd	92083	(760) 727-4081	CA	Beshay Foods, Inc.	Dawood	Beshay
Vista	3019	1471 N Santa Fe Ave	92084	(760) 630-4895	CA	Beshay Foods, Inc.	Dawood	Beshay
Vista	3029	260 S Melrose Dr	92081	(760) 940-8255	CA	Restaurant Leadership Group, LLC	Dawood	Beshay
Vista	3032	3281 Business Park Dr	92081	(760) 734-1816	CA	Beshay Foods, Inc.	Dawood	Beshay
Vista	3082	1004 S Santa Fe Ave	92084	(760) 758-3082	CA	Beshay Foods, Inc.	Dawood	Beshay
Walnut Creek	417	2295 N Main St	94596	(925) 476-5151	CA	Ara Hospitality Services Inc.	Sushma	Gupta
Wasco	4383	1920 Highway 46	93280	(661) 758-4754	CA	EBS Foods, LLC	Eddie	Nieves
Watsonville	574	1085 S Green Valley Rd	95076	(831) 724-3993	CA	Central Coast Restaurants Inc.	Michael	Flores
West Covina	358	2548 S Azusa Ave	91792	(626) 912-0784	CA	Double G Partners	Garren	Grieve

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
West Sacramento	3456	775 Harbor Pointe Pl	95605	(916) 374-8319	CA	Vanmel, Inc.	Anil	Yadav
Westminster	150	15521 Brookhurst St	92683	(714) 839-2339	CA	Jokar Enterprises, Inc.	Mark	Graffius
Westminster	3338	13721 Goldenwest St	92683	(714) 899-9112	CA	ITNA Group, Inc.	Abdul	Sadruddin
Whittier	221	13400 Telegraph Rd	90605	(562) 941-6480	CA	TBS Foods, Inc.	Behzad	Nematzadeh
Whittier	297	11303 Washington Blvd	90606	(562) 699-2684	CA	Three Powers Foods, Inc.	Cedric	Fong
Whittier	3221	13561 Whittier Blvd	90605	(562) 696-7188	CA	Food Expo, Inc.	Alex	Carcavallo
Whittier	3303	14437 Telegraph Rd	90604	(562) 204-0614	CA	Nematzadeh Enterprises, Inc.	Bizhan	Nematzadeh
Whittier	5321	15948 Whittier Blvd	90603	(562) 943-2834	CA	Square King Foods, Inc.	Sam	Fong
Wildomar	5364	36196 Hidden Springs Rd	92595	(951) 678-8833	CA	DMSD Foods, Inc.	Dawood	Beshay
Wilmington	3151	1010 W Pacific Coast Hwy	90744	(310) 835-5308	CA	PCH Venture Group, Inc.	Erh-Mei	Su
Woodcrest	3196	17022 Van Buren Blvd	92504	(951) 780-4951	CA	DMSD Foods, Inc.	Dawood	Beshay
Woodland	512	1200 E Main St	95776	(530) 666-4374	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Woodland	3457	2010 E Main St	95776	(530) 669-6606	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Woodland Hills	343	22664 Ventura Blvd	91364	(818) 224-3460	CA	Sood Enterprises, Inc.	Sudesh	Sood
Woodland Hills	353	22730 Victory Blvd	91367	(818) 715-0550	CA	Sood Enterprises, Inc.	Usha	Sood
Woodland Hills	3347	20037 Ventura Blvd	91364	(818) 887-9339	CA	Sood Enterprises, Inc.	Sudesh	Sood
Yermo	3588	35745 Ghost Town Rd	92398	(760) 254-3543	CA	JIB Holdings I, LLC	Hamid	Sharafatian
Yorba Linda	3234	21430 Yorba Linda Blvd	92887	(714) 485-4889	CA	Graffius & Graffius, Inc.	Mark	Graffius
Yuba City	546	1111 Colusa Ave	95991	(530) 673-0230	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Yuba City	4359	1030 Tharp Rd	95993	(530) 673-3283	CA	Nor-Cal Venture Group, Inc.	Anil	Yadav
Yucaipa	169	34504 Yucaipa Blvd	92399	(909) 316-4296	CA	OC Food Express, Inc.	Hai	Zaidul
Yucaipa	5484	31525 Yucaipa Blvd	92399	(909) 351-6335	CA	LA Food Express, LLC	Hai	Zaidul
Yucca Valley	3306	57930 29 Palms Hwy	92284	(760) 369-0904	CA	Desert Jack, LLC	Hamid	Sharafatian
Aurora	8128	15255 E 38th Ave	80011	(303) 371-1501	CO	SNN Denver Foods LLC	Murat	Celik

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Aurora	8137	15399 E Mississippi Ave	80017	(303) 745-0247	CO	SNN Denver Foods LLC	Murat	Celik
Brighton	8162	64 W Bromley Lane	80601	(303) 659-6649	CO	Feast Enterprises LLC	Daniel	Myhren
Broomfield	8140	2105 W 136th Ave	80023	(303) 280-8266	CO	Feast Enterprises LLC	Daniel	Myhren
Castle Rock	8157	27 Wolfensberger Rd	80109	(303) 660-5114	CO	SNN Denver Foods LLC	Murat	Celik
Colorado Springs	8142	3654 Austin Bluffs Pkwy	80918	(719) 900-5990	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
Colorado Springs	8143	3690 New Center Point Blvd	80922	(719) 900-5991	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
Commerce City	8136	6015 E Parkway Dr	80022	(303) 287-8274	CO	Feast Enterprises LLC	Daniel	Myhren
Denver	8160	2020 S Federal Blvd	80219	(303) 934-4435	CO	SNN Denver Foods LLC	Murat	Celik
Fountain	8145	6314 S US Highway 85-87	80817	(719) 900-5992	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
Golden	8130	16750 W Colfax Ave	80401	(303) 384-3783	CO	SNN Denver Foods LLC	Murat	Celik
Greeley	8164	6902 W 10th St	80634	(970) 515-6756	CO	Feast Enterprises LLC	Daniel	Myhren
Parker	8131	11179 S Pikes Peak Dr	80138	(303) 840-1807	CO	SNN Denver Foods LLC	Murat	Celik
Pueblo	8159	910 W US Highway 50	81008	(719) 900-5993	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb	Sayler
Thornton	8135	9703 Washington St	80229	(303) 920-1214	CO	Feast Enterprises LLC	Daniel	Myhren
Westminster	8138	7311 Sheridan Blvd	80003	(720) 540-4233	CO	Feast Enterprises LLC	Daniel	Myhren
Wheat Ridge	8129	5165 Kipling St	80033	(303) 423-0169	CO	Feast Enterprises LLC	Daniel	Myhren
Tamuning	8260	832 S Marine Corps Dr	96913	(671) 969-5225	GU	PARS GROUP LLC	Paul	Urbina
Tamuning Guam	8255	1355 Route 1 N Marine Corp Dr	96913	(671) 922-5225	GU	PARS GROUP LLC	Paul	Urbina
Hilo	8223	50 E Puainako St	96720	(808) 959-3111	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8203	2183 N King St	96819	(808) 847-6058	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8204	1970 S King St	96826	(808) 949-1471	HI	PARS GROUP LLC	Paul	Urbina

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Honolulu	8205	2317 N School St	96819	(808) 841-7211	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8208	875 Kapiolani Blvd	96813	(808) 593-8076	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8210	633 Kapahulu Ave	96815	(808) 735-2696	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8213	4510 Salt Lake Blvd	96818	(808) 487-2423	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8227	1001 Bishop St	96813	(808) 523-9884	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8230	4859 Warden Ave	96818	(808) 422-6887	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8237	1525 S King St	96826	(808) 941-1429	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8244	1180 S King St	96814	(808) 591-1096	HI	PARS GROUP LLC	Paul	Urbina
Honolulu	8256	5722 Kalanianaole Hwy	96821	(808) 373-7973	HI	PARS GROUP LLC	Paul	Urbina
Kahului	8212	150 E Kamehameha Ave	96732	(808) 871-6526	HI	PARS GROUP LLC	Paul	Urbina
Kailua	8219	112 Oneawa St	96734	(808) 263-6441	HI	PARS GROUP LLC	Paul	Urbina
Kailua Kona	8251	75-934 Henry St	96740	(808) 331-8808	HI	PARS GROUP LLC	Paul	Urbina
Kaneohe	8211	45-960 Kam Hwy	96744	(808) 247-1766	HI	PARS GROUP LLC	Paul	Urbina
Kapolei	8246	591 Farrington Hwy	96707	(808) 674-9607	HI	PARS GROUP LLC	Paul	Urbina
Kihei	8222	1301 S Kihei Rd	96753	(808) 874-0155	HI	PARS GROUP LLC	Paul	Urbina
Lihue	8253	4454 Nuhou St	96766	(808) 245-3443	HI	PARS GROUP LLC	Paul	Urbina
Mililani	8259	95-1249 Meheula Pkwy	96789	(808) 625-2811	HI	PARS GROUP LLC	Paul	Urbina
Pearl City	8233	384 Kamehameha Hwy	96782	(808) 487-8404	HI	PARS GROUP LLC	Paul	Urbina
Wahiawa	8209	11 S Kamehameha Hwy	96786	(808) 621-8113	HI	PARS GROUP LLC	Paul	Urbina
Waianae	8252	85-950 Farrington Hwy	96792	(808) 668-2164	HI	PARS GROUP LLC	Paul	Urbina
Wailuku	8245	700 Lower Main St	96793	(808) 249-2943	HI	PARS GROUP LLC	Paul	Urbina
Waimanalo	8207	41-1537 Kalanianaole Hwy	96795	(808) 259-8127	HI	PARS GROUP LLC	Paul	Urbina
Waipahu	8206	94-866 Moloalo Ave	96797	(808) 671-0033	HI	PARS GROUP LLC	Paul	Urbina
Waipahu	8217	94-839 Ukee St	96797	(808) 671-2448	HI	PARS GROUP LLC	Paul	Urbina
Waipahu	8249	94-327 Kunia Rd	96797	(808) 671-2300	HI	PARS GROUP LLC	Paul	Urbina
Boise	6000	1302 S Orchard St	83705	(208) 342-2666	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6004	2611 S Broadway Ave	83706	(208) 336-8088	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6005	3220 N Cole Rd	83704	(208) 322-5005	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6020	6300 N Eagle Rd	83713	(208) 938-5360	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6026	10496 Overland Rd	83709	(208) 658-0508	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6032	7040 W State St	83714	(208) 853-5250	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6040	1124 S Vista Ave	83705	(208) 429-4171	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6057	9052 W Fairview Ave	83704	(208) 377-9113	ID	FEAST Foods, LLC	Shayne	Stimpson
Boise	6059	3220 W State St	83703	(208) 345-3656	ID	FEAST Foods, LLC	Shayne	Stimpson

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Burley	6024	491 N Overland Ave	83318	(208) 678-3399	ID	FEAST Foods, LLC	Shayne	Stimpson
Caldwell	6001	703 N 10th Ave	83605	(208) 454-6441	ID	FEAST Foods, LLC	Shayne	Stimpson
Caldwell	6058	4214 E Ustick Rd	83605	(208) 459-6058	ID	FEAST Foods, LLC	Shayne	Stimpson
Chubbuck	6045	4640 Yellowstone Ave	83202	(208) 238-3383	ID	JIB Idaho, Inc.	Gabriel	Karroum
Coeur D Alene	6012	196 Ironwood Dr	83814	(208) 664-8411	ID	FEAST Foods, LLC	Shayne	Stimpson
Coeur D'alene	6068	2754 N Ramsey Rd	83815	(208) 666-6068	ID	FEAST Foods, LLC	Shayne	Stimpson
Fruitland	6071	1115 N Whitley Dr	83619	(208) 452-0981	ID	FEAST Foods, LLC	Shayne	Stimpson
Idaho Falls	6016	424 S Woodruff Ave	83401	(208) 528-9489	ID	SGK Idaho, Inc.	Simon	Karroum
Idaho Falls	6021	1458 W Broadway St	83402	(208) 552-2613	ID	SGK Idaho, Inc.	Simon	Karroum
Jerome	6070	2710 S Lincoln Ave	83338	(208) 324-8593	ID	FEAST Foods, LLC	Shayne	Stimpson
Lewiston	6014	1903 G St	83501	(208) 798-7410	ID	FEAST Foods, LLC	Shayne	Stimpson
Meridian	6010	207 E Fairview Ave	83642	(208) 884-8992	ID	FEAST Foods, LLC	Shayne	Stimpson
Meridian	6033	3010 E Goldstone Dr Unit E	83642	(208) 884-3755	ID	FEAST Foods, LLC	Shayne	Stimpson
Middleton	6072	712 W. Main Street	83644	(208) 992-4173	ID	FEAST Foods, LLC	Shayne	Stimpson
Mountain Home	6017	3100 Foothills Ave	83647	(208) 587-2007	ID	FEAST Foods, LLC	Shayne	Stimpson
Nampa	6002	804 12th Ave Rd	83686	(208) 467-2023	ID	FEAST Foods, LLC	Shayne	Stimpson
Nampa	6009	1920 Caldwell Blvd	83651	(208) 463-0175	ID	FEAST Foods, LLC	Shayne	Stimpson
Nampa	6023	1700 N Franklin Blvd	83687	(208) 463-0301	ID	FEAST Foods, LLC	Shayne	Stimpson
Nampa	6038	16101 Idaho Center Blvd	83687	(208) 463-7613	ID	FEAST Foods, LLC	Shayne	Stimpson
Pocatello	6015	1611 Pocatello Creek Rd	83201	(208) 234-9305	ID	SGK Idaho, Inc.	Simon	Karroum
Pocatello	6025	123 S 4th St	83201	(208) 478-8035	ID	SGK Idaho, Inc.	Simon	Karroum
Post Falls	6069	850 North Highway 41	83854	(208) 777-6069	ID	FEAST Foods, LLC	Shayne	Stimpson
Sandpoint	6037	717 N 5th Ave	83864	(208) 946-4714	ID	FEAST Foods, LLC	Shayne	Stimpson
Twin Falls	6019	1501 Blue Lakes Blvd N	83301	(208) 733-4942	ID	FEAST Foods, LLC	Shayne	Stimpson
Alton	1405	1649 Washington Ave	62002	(618) 465-0093	IL	Illinois Jack, LLC	Jeremy	Bonk
Alton	1408	101 Homer M Adams Pkwy	62002	(618) 462-9905	IL	Illinois Jack, LLC	Jeremy	Bonk
Collinsville	1411	9502 Collinsville Rd	62234	(618) 344-7848	IL	Illinois Jack, LLC	Jeremy	Bonk
Glen Carbon	1418	31 Junction Dr	62034	(618) 655-0570	IL	Illinois Jack, LLC	Jeremy	Bonk
Granite City	1402	3330 Nameoki Rd	62040	(618) 877-8884	IL	Illinois Jack, LLC	Jeremy	Bonk
Granite City	1416	2163 Madison Ave	62040	(618) 452-5847	IL	Illinois Jack, LLC	Jeremy	Bonk
Litchfield	1421	1 Corvette Dr	62056	(217) 324-3300	IL	Illinois Jack, LLC	Jeremy	Bonk
O Fallon	1412	1360 W Us Highway 50	62269	(618) 632-1460	IL	Illinois Jack, LLC	Jeremy	Bonk
Swansea	1410	1800 N Illinois St	62226	(618) 277-1822	IL	Illinois Jack, LLC	Jeremy	Bonk

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Troy	1413	830 Edwardsville Rd	62294	(618) 667-3000	IL	Illinois Jack, LLC	Jeremy	Bonk
Wood River	1403	41 E Edwardsville Rd	62095	(618) 254-2098	IL	Illinois Jack, LLC	Jeremy	Bonk
Indianapolis	6209	8950 S Us 31	46227	(317) 859-2803	IN	DMSD Management, LLC	Monica	Bartolo
Indianapolis	6210	2130 N Post Rd	46219	(317) 897-8043	IN	DMSD Management, LLC	Monica	Bartolo
Indianapolis	6214	5613 W 38th St	46254	(317) 291-5703	IN	DMSD Management, LLC	Monica	Bartolo
Baton Rouge	6308	8919 Siegen Ln	70810	(225) 819-9838	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6309	11310 Airline Hwy	70816	(225) 293-0602	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6310	9316 Burbank Dr	70820	(225) 766-1470	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6311	13520 Florida Blvd	70819	(225) 272-4590	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6312	508 S Foster Dr	70806	(225) 928-4700	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6315	2181 S Sherwood Forest Blvd	70816	(225) 273-1003	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6316	7725 Airline Hwy	70815	(225) 248-1644	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6319	3255 Highland Rd	70802	(225) 343-6091	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6323	11682 Plank Rd	70811	(225) 775-0324	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6326	10432 Sullivan Rd	70818	(225) 262-7665	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6327	8008 Scenic Hwy	70807	(225) 774-9775	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6329	8110 Florida Blvd	70806	(225) 925-0004	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Baton Rouge	6335	2805 Scenic Hwy	70805	(225) 356-1215	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Gonzales	6318	2123 W Highway 30	70737	(225) 647-6106	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Gonzales	6321	1703 N Airline Hwy	70737	(225) 647-3603	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Walker	6322	28175 Walker Rd S	70785	(225) 791-1594	LA	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Arnold	4059	1289 Jeffco Blvd	63010	(636) 296-2123	MO	Missouri Jack, LLC	Jeremy	Bonk
Bridgeton	4037	12298 Saint Charles Rock Rd	63044	(314) 739-2373	MO	Missouri Jack, LLC	Jeremy	Bonk
Cuba	4092	1112 Oak Hill Ave	65453	(573) 885-3223	MO	Missouri Jack, LLC	Jeremy	Bonk
Desloge	4061	1208 N Desloge St	63601	(573) 431-5111	MO	Missouri Jack, LLC	Jeremy	Bonk
Farmington	4060	795 Maple Valley Dr	63640	(573) 756-8010	MO	Missouri Jack, LLC	Jeremy	Bonk
Festus	4123	899 Veterans Blvd	63028	(636) 931-5561	MO	Missouri Jack, LLC	Jeremy	Bonk
Florissant	4006	4595 Washington St	63033	(314) 831-0971	MO	Missouri Jack, LLC	Jeremy	Bonk
Florissant	4045	11204 W Florissant Ave	63033	(314) 831-2530	MO	Missouri Jack, LLC	Jeremy	Bonk
Hazelwood	4049	6100 Howdershell Rd	63042	(314) 895-1716	MO	Missouri Jack, LLC	Jeremy	Bonk
Herculaneum	4095	1197 Scenic Dr	63048	(636) 479-7241	MO	Missouri Jack, LLC	Jeremy	Bonk
High Ridge	4094	5300 Caroline Dr	63049	(636) 376-5924	MO	Missouri Jack, LLC	Jeremy	Bonk
Imperial	4099	1202 Main St	63052	(636) 467-2478	MO	Missouri Jack, LLC	Jeremy	Bonk
Lake Saint Louis	4124	459 Hawk Ridge Trail Dr	63367	(636) 625-1993	MO	Missouri Jack, LLC	Jeremy	Bonk
Marlborough	4034	7960 Watson Rd	63119	(314) 961-6985	MO	Missouri Jack, LLC	Jeremy	Bonk
O Fallon	4047	415 S Main St	63366	(636) 240-7510	MO	Missouri Jack, LLC	Jeremy	Bonk
O Fallon	4097	910 Bryan Rd	63366	(636) 272-7242	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Ann	4076	11122 Saint Charles Rock Rd	63074	(314) 739-0039	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Charles	4078	3710 Elm St	63301	(636) 947-4010	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4018	4292 Bayless Ave	63123	(314) 631-4749	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4020	5600 S Grand Blvd	63111	(314) 571-9551	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4024	4201 S Kingshighway Blvd	63109	(314) 351-0952	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4027	2163 S Grand Ave	63104	(314) 773-1553	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4040	2666 Telegraph Rd	63125	(314) 894-8716	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4043	9970 Kennerly Rd	63128	(314) 842-2180	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4090	10866 Lilac Ave	63137	(314) 867-5416	MO	Missouri Jack, LLC	Jeremy	Bonk
Saint Louis	4122	4111 Lindell Blvd	63108	(314) 652-1649	MO	Missouri Jack, LLC	Jeremy	Bonk

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Saint Peters	4030	4124 Mexico Rd	63376	(636) 928-8941	MO	Missouri Jack, LLC	Jeremy	Bonk
Sullivan	4053	633 E Springfield Rd	63080	(573) 468-2500	MO	Missouri Jack, LLC	Jeremy	Bonk
Troy	4125	302 Highway 47 E	63379	(636) 528-2802	MO	Missouri Jack, LLC	Jeremy	Bonk
Union	4120	101 Bourbeuse River Access	63084	(636) 584-8497	MO	Missouri Jack, LLC	Jeremy	Bonk
University City	4074	6950 Olive Blvd	63130	(314) 862-6070	MO	Missouri Jack, LLC	Jeremy	Bonk
Warrenton	4054	605 N Service Rd	63383	(636) 456-8500	MO	Missouri Jack, LLC	Jeremy	Bonk
Washington	4081	1930 Washington Xing	63090	(636) 390-4671	MO	Missouri Jack, LLC	Jeremy	Bonk
Wentzville	4085	1992 Wentzville Pkwy	63385	(636) 332-2277	MO	Missouri Jack, LLC	Jeremy	Bonk
Charlotte	6801	7806 Forest Point Blvd	28217	(704) 527-1681	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Charlotte	6804	7000 Wt Harris Blvd	28269	(980) 299-0882	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Charlotte	6807	337 Westinghouse Blvd	28273	(704) 583-9191	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Charlotte	6819	10121 N Tryon St	28262	(704) 503-6882	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Charlotte	6825	10730 S Tryon St	28273	(704) 588-1015	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Charlotte	6826	220 N Hoskins Rd	28216	(704) 392-6166	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Charlotte	6835	7725 Pineville Matthews Rd	28226	(704) 752-6885	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Charlotte	6850	4505 Randolph Rd	28211	(704) 362-1709	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Concord	6808	943 Concord Pkwy S	28027	(704) 789-9619	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Concord	6812	7770 Lyles Ln	28027	(980) 237-3111	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Conover	6834	510 10th St Nw	28613	(828) 695-1638	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Dallas	6836	102 College View Dr	28034	(704) 215-7163	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Gastonia	6803	3618 E Franklin Blvd	28056	(704) 823-1903	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Hendersonville	6839	76 Highlands Square Dr	28792	(828) 595-2261	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Hickory	6823	1776 Catawba Valley Blvd Se	28602	(828) 304-8295	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Hickory	6829	603 Us Highway 321 Nw	28601	(828) 838-1076	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Monroe	6847	1600 E Roosevelt Blvd	28112	(704) 776-4838	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Shelby	6815	455 Earl Rd	28150	(704) 480-6842	NC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Albuquerque	1261	3501 State Highway 528 NW	87114	(505) 898-5205	NM	Dancel, L.L.C.	Laura	Olguin
Albuquerque	1264	2721 Carlisle Blvd Ne	87110	(505) 888-8954	NM	Dancel, L.L.C.	Laura	Olguin
Albuquerque	1265	10100 Central Ave Se	87123	(505) 332-9282	NM	Dancel, L.L.C.	Laura	Olguin
Albuquerque	1267	7601 Menaul Blvd Ne	87110	(505) 293-1504	NM	Dancel, L.L.C.	Laura	Olguin
Albuquerque	1268	301 98th St Nw	87121	(505) 833-4000	NM	Dancel, L.L.C.	Laura	Olguin
Las Cruces	1258	501 S Telshor Blvd	88011	(575) 522-3740	NM	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
Las Cruces	1269	4615 Sonoma Ranch Blvd	88011	(575) 373-0205	NM	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
Rio Rancho	1263	3609 State Highway 528 Ne	87144	(505) 771-2100	NM	Dancel, L.L.C.	Laura	Olguin
Boulder City	7211	1101 Nevada Hwy	89005	(702) 294-1909	NV	Silver State Restaurants Inc	Ali	Navaie
Carson City	7308	309 E William St	89701	(775) 360-2608	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Carson City	7320	3225 Retail Dr	89706	(775) 360-2620	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Dayton	7317	3 Retail Rd	89403	(775) 360-2617	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Elko	7322	2423 Mountain City Hwy	89801	(775) 360-2622	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Fallon	7307	55 S Taylor St	89406	(775) 360-2607	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Fernley	7315	225 US Highway 95A N	89408	(775) 360-2615	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Gardnerville	7309	1345 US Highway 395 N	89410	(775) 360-2609	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Henderson	7217	290 S Boulder Hwy	89015	(702) 558-7477	NV	Silver State Restaurants Inc	Ali	Navaie
Henderson	7236	5 S Gibson Rd	89012	(702) 558-6506	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Henderson	7247	10505 S Eastern Ave	89052	(702) 616-6777	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Henderson	7255	1261 W Warm Springs Rd	89014	(702) 434-1472	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Henderson	7261	26 W Horizon Ridge Pkwy #110	89012	(702) 382-9300	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Henderson	7271	4161 Saint Rose Pkwy Ste B	89044	(702) 260-8596	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Henderson	7282	2335 Via Inspirada Blvd	89044	(702) 339-8488	NV	SJS Management Corporation	Jyoti	Madhura
Las Vegas	7200	8221 S Fort Apache Rd	89178	(702) 597-0041	NV	SJS Management Corporation	Jyoti	Madhura
Las Vegas	7201	3703 E Flamingo Rd	89121	(702) 451-0950	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7202	800 N Decatur	89107	(702) 870-1344	NV	West Box LLC	Alonso	Alvarez
Las Vegas	7203	6400 W Charleston Blvd	89146	(702) 870-1550	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7204	4866 S Maryland Pkwy	89119	(702) 736-4846	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7206	4970 Spring Mountain Rd	89146	(702) 367-4191	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7207	804 N Nellis Blvd	89110	(702) 459-2404	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7208	3235 W Tropicana Ave	89103	(702) 736-7458	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7209	4385 Las Vegas Blvd N	89115	(702) 643-6569	NV	West Box LLC	Alonso	Alvarez

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Las Vegas	7212	580 N Eastern Ave	89101	(702) 385-7022	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7214	2301 S Decatur Blvd	89102	(702) 878-1288	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7215	2550 S Maryland Pkwy	89109	(702) 731-9846	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7219	2365 E Windmill Ln	89123	(702) 896-6633	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7220	5605 S Rainbow Blvd	89118	(702) 368-1830	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7221	1591 S Main St	89104	(702) 383-6908	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7223	7510 W Lake Mead Blvd	89128	(702) 838-3900	NV	West Box LLC	Alonso	Alvarez
Las Vegas	7224	3680 Blue Diamond Rd	89139	(702) 260-7037	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7225	4145 S Durango Dr	89147	(702) 367-2236	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7227	3211 N Rancho Dr	89130	(702) 396-9946	NV	West Box LLC	Alonso	Alvarez
Las Vegas	7229	3311 S Nellis Blvd	89121	(702) 435-8957	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7233	4640 E Russell Rd	89120	(702) 433-9100	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7235	1610 N Lamb Blvd	89115	(702) 437-1292	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7237	2301 S Fort Apache Rd	89117	(702) 562-0562	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7239	8661 W Charleston Blvd	89117	(702) 804-5636	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7241	6515 E Lake Mead Blvd	89156	(702) 459-7190	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7243	455 Silverado Ranch Blvd	89123	(702) 407-5262	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7244	6451 Boulder Hwy	89122	(702) 435-6116	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7245	4040 S Rainbow Blvd	89103	(702) 227-1219	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7246	4345 E Charleston Blvd	89104	(702) 440-8181	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7249	7161 W Craig Rd	89129	(702) 395-0851	NV	West Box LLC	Alonso	Alvarez
Las Vegas	7251	1480 W Lake Mead Blvd	89106	(702) 638-4188	NV	West Box LLC	Alonso	Alvarez
Las Vegas	7252	9360 W Tropicana Ave	89147	(702) 251-1801	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7253	6150 Las Vegas Blvd S	89119	(702) 614-8472	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7256	780 E Flamingo Rd	89119	(702) 733-7713	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7257	2970 E Desert Inn Rd	89121	(702) 733-1421	NV	Silver State Restaurants Inc	Ali	Navaie

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Las Vegas	7258	3320 Las Vegas Blvd N	89115	(702) 651-0073	NV	Silver State Restaurants Inc	Ali	Navaie
Las Vegas	7260	3250 N Durango Dr Ste 100	89129	(702) 839-9221	NV	West Box LLC	Alonso	Alvarez
Las Vegas	7262	3790 E Tropicana Ave	89121	(702) 434-0093	NV	Indo Cal Foods, Inc.	Jyoti	Madhura
Las Vegas	7266	7025 S Durango Dr	89113	(702) 269-6283	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7267	7980 S Rainbow Blvd	89139	(702) 270-2164	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7268	7741 N El Capitan Way	89143	(702) 395-2832	NV	West Box LLC	Alonso	Alvarez
Las Vegas	7272	4860 S Decatur Blvd	89103	(702) 876-0346	NV	Desert Venture LLC	Shehzad	Gill
Las Vegas	7280	4570 W Cactus Ave	89141	(702) 736-0005	NV	SJS Management Corporation	Jyoti	Madhura
Las Vegas	7283	2780 Fremont St	89104	(702) 546-8563	NV	Silver State Restaurants Inc	Ali	Navaie
Mesquite	7226	320 Sandhill Rd	89027	(702) 346-1608	NV	West Box LLC	Alonso	Alvarez
North Las Vegas	7205	2104 Las Vegas Blvd N	89030	(702) 649-9201	NV	West Box LLC	Alonso	Alvarez
North Las Vegas	7228	3821 E Craig Rd	89030	(702) 643-2347	NV	West Box LLC	Alonso	Alvarez
North Las Vegas	7231	1845 W Craig Rd	89032	(702) 657-6154	NV	West Box LLC	Alonso	Alvarez
North Las Vegas	7242	5536 Camino Al Norte	89031	(702) 649-5222	NV	West Box LLC	Alonso	Alvarez
North Las Vegas	7264	6345 Losee Rd	89081	(702) 649-7199	NV	West Box LLC	Alonso	Alvarez
North Las Vegas	7265	4595 W Ann Rd	89031	(702) 631-4784	NV	West Box LLC	Alonso	Alvarez
North Las Vegas	7279	6445 N Aliante Pkwy	89084	(702) 660-0200	NV	West Box LLC	Alonso	Alvarez
Pahrump	7276	640 S Highway160	89048	(775) 727-3783	NV	SJS Management Corporation	Jyoti	Madhura
Reno	7301	5095 S Mccarran Blvd	89502	(775) 360-2601	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Reno	7302	881 Apple St	89502	(775) 360-2602	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Reno	7305	410 Keystone Ave	89503	(775) 360-2605	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Reno	7310	10450 N Mccarran Blvd	89503	(775) 360-2610	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Reno	7314	179 Damonte Ranch Pkwy	89521	(775) 360-2614	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Reno	7316	185 Lemmon Dr	89506	(775) 360-2616	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Sparks	7303	2289 Oddie Blvd	89431	(775) 360-2603	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Sparks	7306	655 E Prater Way	89431	(775) 360-2606	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Sparks	7318	122 Los Altos Pkwy	89436	(775) 360-2618	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Verdi	7311	350 Interstate 80	89439	(775) 360-2611	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Winnemucca	7319	218 W Winnemucca Blvd	89445	(775) 360-2619	NV	Emerald Cascade Restaurant Systems, Inc.	Adam	Gonzales
Cincinnati	6220	5234 Ridge Ave	45213	(513) 531-5225	OH	Midwest Jack, Inc.	Anil	Yadav
West Chester	6219	7425 Tylersville Rd	45069	(513) 755-3000	OH	Midwest Jack, Inc.	Anil	Yadav
Broken Arrow	6139	2221 W Kenosha St	74012	(918) 258-0245	OK	A 3 H Foods, LP	Gina	Wingate
Durant	6137	2117 W Main St	74701	(580) 931-3502	OK	Vinder Foods, LLC	Rabindranath	Viswanath
Lawton	4848	2601 Nw Cache Rd	73505	(580) 353-1801	OK	Feast Texas LLC	Daniel	Myhren
Tulsa	6145	10861 E 41st St	74146	(918) 660-7880	OK	A 3 H Foods, LP	Gina	Wingate
Tulsa	6146	4840 S Yale Ave	74135	(918) 493-6537	OK	A 3 H Foods, LP	Gina	Wingate
Tulsa	6151	10014 S Memorial Dr E	74133	(918) 298-4501	OK	A 3 H Foods, LP	Gina	Wingate
Tulsa	6155	8112 E 11th St	74112	(918) 831-1595	OK	A 3 H Foods, LP	Gina	Wingate
Albany	7158	1825 Pacific Blvd Se	97321	(541) 967-6107	OR	Northwest Group, Inc.	Rajeev	Gupta
Beaverton	7114	9450 Sw Beaverton Hillsdale Hw	97005	(503) 297-7044	OR	Northwest Group, Inc.	Rajeev	Gupta
Beaverton	7118	2920 Sw Cedar Hills Blvd	97005	(503) 627-0205	OR	Northwest Group, Inc.	Rajeev	Gupta

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Eugene	7153	1788 W 6th Ave	97402	(541) 485-9064	OR	BFI Management, LLC	Mike	Tasevski
Forest Grove	7170	3206 Pacific Ave	97116	(503) 359-5346	OR	Northwest Group, Inc.	Rajeev	Gupta
Gresham	7116	25678 Se Stark St	97030	(503) 674-8107	OR	Northwest Group, Inc.	Rajeev	Gupta
Gresham	7168	2196 Ne Burnside Rd	97030	(503) 492-4791	OR	Northwest Group, Inc.	Rajeev	Gupta
Hermiston	7140	1305 N 1st St	97838	(541) 567-3671	OR	FEAST Foods, LLC	Shayne	Stimpson
Hillsboro	7120	1525 Se 21st Ave	97123	(503) 615-0957	OR	Northwest Group, Inc.	Rajeev	Gupta
Hillsboro	7129	7563 Se Tualatin Valley Hwy	97123	(503) 356-1796	OR	Northwest Group, Inc.	Rajeev	Gupta
Hillsboro	7150	21965 Nw Imbrie Dr	97124	(503) 693-8769	OR	Northwest Group, Inc.	Rajeev	Gupta
Klamath Falls	7171	3040 Washburn Wy	97603	(541) 884-1980	OR	BFI Management, LLC	Mike	Tasevski
Lebanon	7178	2020 S Santiam Hwy	97355	(541) 248-1175	OR	BFI Management, LLC	Mike	Tasevski
Mcminnville	7119	2565 Ne Highway 99w	97128	(503) 474-9717	OR	Northwest Group, Inc.	Rajeev	Gupta
Medford	7102	2002 N Pacific Hwy	97501	(541) 779-1561	OR	BFI Management, LLC	Mike	Tasevski
Medford	7103	309 E Barnett Rd	97501	(541) 779-1471	OR	BFI Management, LLC	Mike	Tasevski
Milwaukie	7123	14811 Se Mcloughlin Blvd	97267	(503) 353-9435	OR	Northwest Group, Inc.	Rajeev	Gupta
Ontario	7107	1407 Sw 4th Ave	97914	(541) 889-8646	OR	FEAST Foods, LLC	Shayne	Stimpson
Oregon City	7132	19009 S Beavercreek Rd	97045	(503) 657-9868	OR	Northwest Group, Inc.	Rajeev	Gupta
Pendleton	7149	1904 Sw Court Pl	97801	(541) 278-7877	OR	FEAST Foods, LLC	Shayne	Stimpson
Portland	7105	921 S E Powell Blvd	97202	(503) 230-8930	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7112	19110 Se Stark St	97233	(503) 667-5393	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7121	4242 Se 82nd Ave	97266	(503) 772-1341	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7122	500 Se 105th Ave	97216	(503) 408-1519	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7124	7921 Martin Luther King Blvd	97211	(503) 285-7430	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7126	2714 Ne 57th Ave	97213	(503) 282-8449	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7143	10500 Se 82nd Ave	97086	(503) 775-6062	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7157	12444 Ne Airport Way	97230	(503) 253-1437	OR	Northwest Group, Inc.	Rajeev	Gupta
Portland	7160	2260 Nw Wilson St	97210	(503) 224-2267	OR	Northwest Group, Inc.	Rajeev	Gupta
Roseburg	7135	1400 Ne Stephens St	97470	(541) 673-9943	OR	BFI Management, LLC	Mike	Tasevski
Salem	7115	1940 Lancaster Dr Ne	97305	(503) 362-8850	OR	Northwest Group, Inc.	Rajeev	Gupta
Salem	7117	2801 Broadway St Ne	97303	(503) 585-4830	OR	Northwest Group, Inc.	Rajeev	Gupta
Salem	7136	4195 Portland Rd Ne	97301	(503) 363-3749	OR	Northwest Group, Inc.	Rajeev	Gupta
Salem	7144	2480 Mission St Se	97302	(503) 763-0393	OR	Northwest Group, Inc.	Rajeev	Gupta
Salem	7152	4770 Commercial St Se	97302	(503) 566-7240	OR	Northwest Group, Inc.	Rajeev	Gupta

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Springfield	7139	1805 Pioneer Pkwy E	97477	(541) 746-9940	OR	BFI Management, LLC	Mike	Tasevski
The Dalles	7177	1407 W 6th St	97058	(541) 296-4526	OR	Northwest Group, Inc.	Rajeev	Gupta
Tigard	7127	13090 Sw Pacific Hwy	97223	(503) 624-9594	OR	Northwest Group, Inc.	Rajeev	Gupta
Tualatin	7155	7700 Sw Nyberg St	97062	(503) 885-1389	OR	Northwest Group, Inc.	Rajeev	Gupta
Wood Village	7154	2602 Ne 238th Dr	97060	(503) 666-1282	OR	Northwest Group, Inc.	Rajeev	Gupta
Woodburn	7128	110 Arney Rd	97071	(503) 981-3338	OR	Northwest Group, Inc.	Rajeev	Gupta
Easley	6421	6601 Calhoun Memorial Hwy	29640	(864) 810-3088	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Greenville	6404	1106 N Pleasantburg Dr	29607	(864) 609-0019	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Greenville	6413	1490 Poinsett Hwy	29609	(864) 467-0540	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Greenville	6417	1343 S Pleasantburg Dr	29605	(864) 263-7098	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Rock Hill	6401	895 Heckle Blvd	29730	(803) 366-3255	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Rock Hill	6403	1929 Springsteen Rd	29730	(803) 328-3600	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Simpsonville	6405	2609 Woodruff Rd	29681	(864) 609-4072	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Spartanburg	6422	1500 Wo Ezell Blvd	29301	(864) 587-7100	SC	Cedar Tree Restaurant Group LLC	Jeffrey	Yablun
Clarksville	6923	40 Dover Crossing Rd	37042	(931) 218-7354	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Jeffrey	Yablun
Hermitage	6902	5656 Old Hickory Blvd	37076	(615) 252-5771	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Jeffrey	Yablun
Nashville	6900	3900 Dickerson Pike	37207	(615) 252-5852	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Jeffrey	Yablun
Nashville	6919	5615 Charlotte Pike	37209	(615) 258-9890	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Jeffrey	Yablun
Alamo	4603	1448 Duranta Ave	78516	(956) 475-3689	TX	HV Restaurants, LLC	Angel	Pulido

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Allen	3799	804 W Mcdermott Dr	75013	(972) 727-8327	TX	MANNAT FOOD INC.	Mannu	Mehta
Allen	4798	394 E Stacy Rd	75002	(214) 383-5660	TX	MANNAT FOOD INC.	Mannu	Mehta
Alvarado	4876	5780 S Interstate 35 W	76009	(817) 783-3055	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Alvin	664	615 S Gordon St	77511	(281) 331-2311	TX	MZK Enterprise, LLC	Moeez	Khan
Alvin	3928	2805 N Highway 35	77511	(281) 331-2505	TX	MZK Enterprise, LLC	Moeez	Khan
Angleton	685	839 E Mulberry St	77515	(979) 459-2404	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Arlington	740	900 N Collins St	76011	(817) 274-0896	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Arlington	765	700 W Division St	76012	(817) 583-6430	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Arlington	3715	3737 S Cooper St	76015	(817) 472-9462	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Arlington	3718	5775 W Pleasant Ridge Rd	76016	(817) 483-5812	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Arlington	3724	2880 E Pioneer Pkwy	76010	(817) 640-2145	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Arlington	3734	753 W Lamar Blvd	76012	(682) 248-3435	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Arlington	3738	1734 E Division St	76011	(817) 860-5842	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Arlington	3750	5340 Matlock Rd	76018	(682) 252-4877	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Arlington	3759	2401 Se Green Oaks Blvd	76018	(817) 375-3756	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Arlington	3777	5920 S Cooper St	76017	(817) 557-8743	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Arlington	3782	901 Interstate 20 E	76018	(817) 419-9402	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Arlington	4746	4950 W Sublett Rd	76001	(817) 563-0087	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Austin	810	7901 Burnet Rd	78757	(512) 454-1555	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	823	1801 W Ben White Blvd	78704	(512) 442-1697	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	825	814 E Rundberg Ln	78753	(512) 837-1232	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	840	110 E William Cannon DR	78745	(512) 442-0099	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	842	904 E Braker Ln	78753	(512) 835-7054	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	843	9825 Burnet Rd	78758	(512) 832-9323	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	845	1936 E Oltorf St	78741	(512) 462-2676	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	848	8630 N Lamar Blvd	78753	(512) 834-8924	TX	RRH - Austin, LLC	Clyde	Rucker

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Austin	865	6419 Airport Blvd	78752	(512) 452-9291	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	867	6210 W William Cannon Dr	78749	(512) 899-1312	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	869	1000 E 41st St Unit K	78751	(512) 458-6252	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	904	6133 E Ben White Blvd	78741	(512) 389-0490	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	905	8706 E Us Highway 290	78724	(512) 928-8969	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	906	7404 Mcneil Dr	78729	(512) 219-1809	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	907	1151 Airport Blvd	78702	(512) 928-8381	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	912	6540 Ed Bluestein Blvd	78723	(512) 927-0330	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	922	12309 Dessau Rd	78754	(512) 491-8200	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	949	9300 IH 35 Frontage Rd Bldg G	78748	(512) 291-1188	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	4845	6800 Berkman Dr. Bldg. 1	78723	(512) 291-2210	TX	RRH - Austin, LLC	Clyde	Rucker
Austin	4850	2517 E Highway 71	78617	(512) 243-5699	TX	RRH - Austin, LLC	Clyde	Rucker
Azle	3832	509 Central Dr	76020	(817) 270-4465	TX	Feast Texas LLC	Daniel	Myhren
Bacliff	3656	4605 Highway 146	77518	(281) 339-6789	TX	MZK Enterprise, LLC	Moeez	Khan
Balch Springs	4756	12325 Lake June Rd	75180	(972) 329-5990	TX	Aslam Group LLC	Christopher	Aslam
Bastrop	4812	1641 Highway 71 E	78602	(512) 308-9561	TX	RRH - Austin, LLC	Clyde	Rucker
Bay City	680	2804 7th St	77414	(979) 401-3763	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Baytown	3648	5107 East Fwy	77521	(281) 421-2259	TX	Houston Foodie, LLC	Manuel	Colorado
Baytown	3668	8832 N Highway 146	77523	(281) 383-7363	TX	Houston Foodie, LLC	Manuel	Colorado
Baytown	3936	3601 N Main St	77521	(281) 420-6060	TX	Houston Foodie, LLC	Manuel	Colorado
Baytown	4749	4234 Decker Dr	77520	(832) 926-4817	TX	Houston Foodie, LLC	Manuel	Colorado
Beaumont	3646	590 Washington Blvd	77705	(409) 832-4855	TX	Beaumont Foodie, LLC	Manuel	Colorado
Beaumont	3647	5601 College St	77707	(409) 842-9480	TX	Beaumont Foodie, LLC	Manuel	Colorado
Beaumont	3978	7380 Highway 105	77713	(409) 898-1948	TX	Beaumont Foodie, LLC	Manuel	Colorado
Beaumont	4776	1550 Interstate 10 E	77703	(409) 813-1641	TX	Beaumont Foodie, LLC	Manuel	Colorado
Beaumont	4808	680 N 11th St	77702	(409) 832-6900	TX	Beaumont Foodie, LLC	Manuel	Colorado
Bedford	3742	3355 Harwood Rd	76021	(817) 540-4933	TX	Feast Texas LLC	Daniel	Myhren
Bellmead	3814	1525 Interstate 35 N	76705	(254) 339-1413	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Belton	4720	2808 Oakmark Dr	76513	(254) 939-2168	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Benbrook	756	7901 Camp Bowie W Blvd	76116	(817) 244-0095	TX	Indo Desert LLC	Steven	Myers

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Brenham	687	400 Highway 290 W	77833	(979) 836-2657	TX	A 3 H Foods, LP	Mouhammad	Keshani
Brookshire	3654	321 Fm 359 Rd S	77423	(281) 934-1616	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Brownsville	3664	916 N Expressway	78521	(956) 541-8511	TX	A3H Foods II, LP	Angel	Pulido
Brownsville	3674	5120 S Padre Island Hwy	78521	(956) 831-7199	TX	A3H Foods II, LP	Angel	Pulido
Brownsville	3676	3355 International Blvd	78521	(956) 544-5999	TX	A3H Foods II, LP	Angel	Pulido
Brownsville	3951	2150 Paredes Line Rd	78521	(956) 550-8994	TX	A3H Foods II, LP	Angel	Pulido
Brownsville	4602	4250 N Expressway 77	78526	(956) 525-7059	TX	HV Restaurants, LLC	Angel	Pulido
Bryan	675	2906 S Texas Ave	77802	(979) 775-7103	TX	A 3 H Foods, LP	Mouhammad	Keshani
Bryan	3855	900 N Earl Rudder Fwy	77802	(979) 731-8893	TX	A 3 H Foods, LP	Mouhammad	Keshani
Buda	919	15320 S Intersate 35	78610	(512) 295-6786	TX	RRH - Austin, LLC	Clyde	Rucker
Carrollton	774	2666 Josey Ln	75007	(972) 245-2082	TX	MANNAT FOOD INC.	Mannu	Mehta
Carrollton	4784	2452 Luna Rd	75006	(972) 247-5181	TX	TriBox, LLC	Yasin	Choudry
Carrollton	4875	1000 E Hebron Pkwy	75007	(940) 464-5800	TX	Feast Texas LLC	Daniel	Myhren
Cedar Creek	925	111 W State Highway 21	78612	(512) 308-0387	TX	RRH - Austin, LLC	Clyde	Rucker
Cedar Hill	3843	412 N Highway 67	75104	(972) 293-9727	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Channelview	670	514 Sheldon Rd	77530	(281) 452-2918	TX	Izu Group Restaurants, LLC	Opiah	Izu
Cleburne	766	603 W Henderson St	76033	(817) 202-0153	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Cleburne	3829	110 W Katherine P Rains Rd	76033	(817) 202-0145	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Cleveland	691	419 S Washington Ave	77327	(281) 592-9683	TX	CNR QSR Holdings LP	Manuel	Colorado
Clute	677	1041 W Plantation Dr	77531	(979) 484-7994	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
College Station	683	1504 Texas Ave S	77840	(979) 693-4310	TX	A 3 H Foods, LP	Mouhammad	Keshani
Columbus	3945	2209 Highway 71 S	78934	(979) 500-3982	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Conroe	3905	3595 N Loop 336 E	77301	(936) 539-3814	TX	A 3 H Foods, LP	Mouhammad	Keshani

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Conroe	3957	1300 League Line Rd	77301	(936) 890-2059	TX	A 3 H Foods, LP	Mouhammad	Keshani
Conroe	4713	9300 Highway 242	77385	(936) 271-3277	TX	A 3 H Foods, LP	Mouhammad	Keshani
Conroe	4810	1405 N Loop W 336	77304	(936) 441-5369	TX	CNR QSR Holdings LP	Manuel	Colorado
Conroe	4965	225 N Frazier St	77301	(000) 000-0000	TX	HV Restaurants, LLC	Manuel	Colorado
Corinth	3768	7900 S Interstate 35 E	76210	(940) 331-0500	TX	Feast Texas LLC	Daniel	Myhren
Corpus Christi	4727	3155 S Padre Island Dr	78415	(361) 225-3746	TX	A3H Foods II, LP	Angel	Pulido
Corpus Christi	4728	1502 Airline Rd Ste 302	78412	(361) 980-8067	TX	A3H Foods II, LP	Angel	Pulido
Corpus Christi	4729	10602 Ih 37	78410	(361) 242-9818	TX	A3H Foods II, LP	Angel	Pulido
Corpus Christi	4751	1238 Waldron Rd	78418	(361) 939-9643	TX	A3H Foods II, LP	Angel	Pulido
Corsicana	3812	2001 E Highway 31	75109	(903) 872-5944	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Corsicana	4879	2004 W 7th Ave	75110	(903) 915-4140	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Crosby	3995	13902 Fm 2100 Rd	77532	(281) 462-2527	TX	Houston Foodie, LLC	Manuel	Colorado
Cross Roads	4835	11920 US Hwy 380	76227	(940) 365-9848	TX	Feast Texas LLC	Daniel	Myhren
Crowley	4826	800 S Crowley Rd	76036	(817) 297-2230	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Cypress	3989	7021 Fry Rd	77433	(281) 856-8503	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Cypress	4813	17926 Spring Cypress Rd	77429	(346) 666-5594	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Cypress	4843	14054 Grant Road	77429	(281) 516-9630	TX	A 3 H Foods, LP	Mouhammad	Keshani
Cypress	4849	9310 Barker Cypress Rd	77433	(281) 855-9919	TX	A 3 H Foods, LP	Mouhammad	Keshani
Dallas	701	11404 Garland Rd	75218	(214) 327-8363	TX	J&F and Sons, LLC	Javed	Aslam
Dallas	702	3811 Live Oak St	75204	(214) 826-2470	TX	Aslam Group LLC	Christopher	Aslam
Dallas	703	1020 W Davis St	75208	(214) 946-5020	TX	Aslam Group LLC	Christopher	Aslam
Dallas	704	4402 Maple Ave	75219	(214) 521-2560	TX	TriBox, LLC	Yasin	Choudry
Dallas	705	404 W Illinois Ave	75224	(214) 946-5019	TX	Aslam Group LLC	Christopher	Aslam
Dallas	713	3117 Inwood Rd	75235	(214) 358-3966	TX	J&F and Sons, LLC	Javed	Aslam
Dallas	715	3195 Royal Ln	75229	(214) 351-5580	TX	J&F and Sons, LLC	Javed	Aslam
Dallas	722	10107 Marsh Ln	75229	(214) 350-2632	TX	Feast Texas LLC	Daniel	Myhren
Dallas	727	6308 Gaston Ave	75214	(214) 823-3881	TX	TriBox, LLC	Yasin	Choudry

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Dallas	734	6355 E Mockingbird Ln	75214	(214) 826-7320	TX	TriBox, LLC	Yasin	Choudry
Dallas	744	3232 N Buckner Blvd	75228	(214) 328-5844	TX	J&F and Sons, LLC	Javed	Aslam
Dallas	748	13555 Preston Rd	75240	(972) 239-2782	TX	Tash Foods, LLC	Tanzeem	Rizvi
Dallas	749	9661 Skillman St	75243	(214) 340-3321	TX	Tash Foods, LLC	Tanzeem	Rizvi
Dallas	783	4210 N Central Expy	75206	(214) 823-3650	TX	TriBox, LLC	Yasin	Choudry
Dallas	799	8227 Park Ln	75231	(214) 368-1849	TX	Tash Foods, LLC	Tanzeem	Rizvi
Dallas	800	3050 Highland Rd	75228	(214) 957-3704	TX	Aslam Group LLC	Christopher	Aslam
Dallas	3704	2720 W Northwest Hwy	75220	(214) 352-9049	TX	Feast Texas LLC	Daniel	Myhren
Dallas	3733	18220 Dallas Pkwy	75287	(972) 732-0033	TX	MANNAT FOOD INC.	Mannu	Mehta
Dallas	3744	7940 Lbj Fwy	75251	(972) 404-8706	TX	Aysha Foods, Inc.	Tariq	Ahmed
Dallas	3757	2727 W Wheatland Rd	75237	(972) 780-9494	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Dallas	3758	2405 Royal Ln	75229	(972) 406-1023	TX	TriBox, LLC	Yasin	Choudry
Dallas	3767	2204 W Northwest Hwy	75220	(214) 351-3104	TX	TriBox, LLC	Yasin	Choudry
Dallas	3780	2323 W Ledbetter Dr	75224	(214) 333-7606	TX	Aslam Group LLC	Christopher	Aslam
Dallas	3824	7410 Bonnie View Rd	75241	(972) 225-2656	TX	TriBox, LLC	Yasin	Choudry
Dallas	3853	5025 S Lancaster Rd	75216	(214) 376-6722	TX	TriBox, LLC	Yasin	Choudry
Dallas	3865	4313 W Illinois Ave	75211	(214) 467-7943	TX	Spring Valley Jack, LLC	Tariq	Ahmed
Dallas	4748	1228 Robert B Cullum Blvd	75210	(214) 928-9194	TX	Aslam Group LLC	Christopher	Aslam
Dallas	4779	110 E Camp Wisdom Rd	75241	(972) 228-5679	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Dallas	4806	721 S R L Thornton Fwy	75203	(214) 946-3248	TX	TriBox, LLC	Yasin	Choudry
Dallas	4820	190 Continental Ave	75207	(214) 760-9324	TX	TriBox, LLC	Yasin	Choudry
Dallas	4824	5336 Philip Ave	75223	(214) 823-2144	TX	Aslam Group LLC	Christopher	Aslam
Dallas	4834	6010 W Davis St.	75211	(214) 339-4834	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Dallas	4862	14219 Coit Rd	75254	(469) 687-0108	TX	Spring Valley Jack, LLC	Tariq	Ahmed
Dayton	3964	208 E Highway 90	77535	(936) 257-8008	TX	Houston Foodie, LLC	Manuel	Colorado
De Soto	742	901 N Hampton Rd	75115	(972) 223-4444	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Decatur	3753	900 S Highway 287	76234	(940) 627-7325	TX	Feast Texas LLC	Daniel	Myhren
Deer Park	3918	10 Center St	77536	(281) 478-4348	TX	KHR Hooks, LLC	Elizabeth	Keshani

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Del Rio	947	100 Braddie Dr	78840	(830) 768-3050	TX	San-Tex Restaurants, Inc.	Marco	Rivera
Denison	768	1120 S Austin Ave	75020	(903) 465-4343	TX	Vinder Foods, LLC	Rabindranath	Viswanath
Denton	3776	328 W University Dr	76201	(940) 484-8068	TX	Feast Texas LLC	Daniel	Myhren
Denton	3835	104 S Loop 288	76209	(940) 566-6721	TX	Feast Texas LLC	Daniel	Myhren
Diboll	3786	400 N Temple Dr	75941	(936) 829-3344	TX	LBY Foods, LLC	Mouhammad	Keshani
Donna	4600	1910 E Interstate Hwy 2	78537	(956) 461-9060	TX	HV Restaurants, LLC	Angel	Pulido
Duncanville	796	907 E Highway 67	75137	(972) 709-2757	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Duncanville	4827	107 E Camp Wisdom Rd	75116	(972) 283-5664	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Edinburg	3947	1602 W University Dr	78539	(956) 386-1832	TX	A3H Foods II, LP	Angel	Pulido
Edinburg	4700	102 E Monte Cristo Rd	78541	(956) 316-1558	TX	A3H Foods II, LP	Angel	Pulido
El Paso	875	4160 N Mesa Dr	79902	(915) 545-2494	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	876	5519 W Alameda Ave	79905	(915) 772-5533	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	877	6700 Montana Ave	79925	(915) 778-5822	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	878	9004 Dyer St	79904	(915) 751-0581	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	880	5350 Montana Ave	79903	(915) 772-9863	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	882	1448 N Lee Trevino Dr	79936	(915) 590-0990	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	883	1115 McRae Blvd	79925	(915) 594-6608	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	884	7911-A Artcraft Rd	79932	(915) 581-4500	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	885	8040 N Mesa St	79932	(915) 760-4995	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	886	12207 Montwood Dr	79938	(915) 856-0736	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
El Paso	4804	655 Redd Rd	79912	(915) 760-4616	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
El Paso	4833	1318a George Dieter Dr	79936	(915) 860-7922	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
Elsa	3991	409 E Edinburg Ave	78543	(956) 262-8508	TX	A3H Foods II, LP	Angel	Pulido
Ennis	775	1102 E Ennis Ave	75119	(469) 881-1048	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Euless	3841	206 N Main St	76039	(817) 685-6210	TX	Feast Texas LLC	Daniel	Myhren
Euless	4707	3001 W Euless Blvd	76040	(817) 571-7501	TX	Feast Texas LLC	Daniel	Myhren
Fairfield	3763	691 W Us Highway 84	75840	(903) 389-2186	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Farmers Branch	743	3206 Belt Line Rd	75234	(972) 243-7588	TX	MANNAT FOOD INC.	Mannu	Mehta
Ferris	4781	400 S Interstate Highway 45	75125	(972) 544-2375	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Forney	4783	769 E Us Highway 80	75126	(972) 552-5803	TX	TriBox, LLC	Yasin	Choudry
Fort Worth	751	3209 E Belknap St	76111	(817) 831-2404	TX	Feast Texas LLC	Daniel	Myhren
Fort Worth	759	2851 W Berry St	76109	(817) 921-2471	TX	Indo Desert LLC	Steven	Myers
Fort Worth	760	5031 E Lancaster Ave	76103	(817) 531-3780	TX	Feast Texas LLC	Daniel	Myhren
Fort Worth	761	5930 Camp Bowie Blvd	76107	(817) 732-6881	TX	Indo Desert LLC	Steven	Myers
Fort Worth	779	217 University Dr	76107	(817) 332-3992	TX	Feast Texas LLC	Daniel	Myhren
Fort Worth	3717	3459 Altamesa Blvd	76133	(817) 292-3398	TX	Indo Desert LLC	Steven	Myers
Fort Worth	3727	4610 S Hulen St	76132	(817) 292-5025	TX	Indo Desert LLC	Steven	Myers
Fort Worth	3770	14100 Trinity Blvd	76155	(817) 358-9517	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Fort Worth	3834	1500 S University Dr	76107	(817) 877-0797	TX	Indo Desert LLC	Steven	Myers
Fort Worth	4730	8513 S Hulen St	76123	(817) 292-0236	TX	Indo Desert LLC	Steven	Myers
Fort Worth	4792	7351 Oakmont Blvd	76132	(817) 292-5476	TX	Feast Texas LLC	Daniel	Myhren
Freeport	3961	2101 N Brazosport Blvd	77541	(979) 705-1181	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Fresno	3958	12331 Highway 6	77545	(281) 431-3833	TX	LBY Foods, LLC	Mouhammad	Keshani
Friendswood	3670	101 E Parkwood Ave	77546	(281) 992-8035	TX	MZK Enterprise, LLC	Moeez	Khan
Frisco	4796	9133 Legacy Dr	75034	(214) 436-5415	TX	MANNAT FOOD INC.	Mannu	Mehta
Frisco	4867	9055 John Hickman Pkwy	75034	(469) 535-3938	TX	MANNAT FOOD INC.	Mannu	Mehta
Ft Worth	4832	2916 E Berry St	76105	(817) 536-2616	TX	Ibrahim Investment Corporation	Umar	Ibrahim

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Ft Worth	4868	9133 North Freeway Service Rd	76177	(817) 306-3630	TX	Feast Texas LLC	Daniel	Myhren
Ft. Worth	4858	2220 Jacksboro Hwy	76106	(817) 378-0511	TX	Feast Texas LLC	Daniel	Myhren
Gainesville	741	219 N Grand Ave	76240	(940) 665-2911	TX	Feast Texas LLC	Daniel	Myhren
Galveston	645	2300 61st St	77551	(409) 744-3521	TX	MZK Enterprise, LLC	Moeez	Khan
Galveston	4840	5028 Broadway	77551	(409) 740-7222	TX	MZKV Enterprise, LLC	Moeez	Khan
Garland	711	335 S Garland Ave	75040	(469) 331-6566	TX	Yadarr, Inc.	Manuel	Arruda
Garland	716	3101 S 1st St	75041	(972) 278-0412	TX	Feast Texas LLC	Daniel	Myhren
Garland	767	3480 Arapaho Rd	75044	(972) 530-6265	TX	MANNAT FOOD INC.	Mannu	Mehta
Garland	785	1001 W Centerville Rd	75041	(469) 626-9940	TX	Yadarr, Inc.	Manuel	Arruda
Garland	791	1382 Belt Line Rd	75040	(972) 530-3831	TX	Tash Foods, LLC	Tanzeem	Rizvi
Garland	3771	4015 Bobtown Rd	75043	(972) 303-4304	TX	TriBox, LLC	Yasin	Choudry
Georgetown	874	1001 Leander Rd	78628	(512) 864-2951	TX	RRH - Austin, LLC	Clyde	Rucker
Georgetown	4786	710 W University Ave	78626	(512) 863-5725	TX	RRH - Austin, LLC	Clyde	Rucker
Gilmer	3854	516 N Wood St	75644	(903) 843-2665	TX	East Box, LLC	Christopher	Aslam
Glenn Heights	3775	1703 S Beckley Rd	75154	(972) 274-3417	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Granbury	3815	1010 Morgan St	76048	(817) 573-8093	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Grand Prairie	746	2514 S Belt Line Rd	75052	(972) 264-3177	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Grand Prairie	763	101 E Main St	75050	(972) 262-2396	TX	Bassam Odeh, Inc.	Bassam	Odeh
Grand Prairie	3737	2085 N Highway 360	75050	(817) 640-1251	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Grand Prairie	3746	4004 S Belt Line Rd	75052	(972) 642-3330	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Grand Prairie	4874	3146 S State Hwy 161	75052	(972) 639-3316	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Grapevine	3730	1290 William D Tate Ave	76051	(817) 481-6493	TX	Feast Texas LLC	Daniel	Myhren
Grapevine	3798	3500 Grapevine Mills Pkwy #200	76051	(972) 355-7508	TX	Feast Texas LLC	Daniel	Myhren
Greenville	772	6403 Wesley St	75402	(903) 454-1616	TX	TriBox, LLC	Yasin	Choudry
Haltom City	3719	5200 E Belknap St	76117	(817) 831-8378	TX	Feast Texas LLC	Daniel	Myhren
Harker Heights	4900	160 E Central Texas Expy	76548	(254) 680-3776	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Harlingen	3653	322 S 77 Sunshine Strip	78550	(956) 412-3964	TX	A3H Foods II, LP	Angel	Pulido
Harlingen	3659	1406 W Tyler Ave	78550	(956) 412-6322	TX	A3H Foods II, LP	Angel	Pulido

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Harlingen	3948	4714 S Expressway 83	78552	(956) 365-3500	TX	A3H Foods II, LP	Angel	Pulido
Hempstead	3959	1925 Fm 1488 Rd	77445	(979) 921-0695	TX	A 3 H Foods, LP	Mouhammad	Keshani
Hidalgo	3975	520 S International Blvd	78557	(956) 843-2203	TX	A3H Foods II, LP	Angel	Pulido
Highlands	3935	302 N Main St Ste 3	77562	(281) 843-6622	TX	Houston Foodie, LLC	Manuel	Colorado
Hitchcock	3943	7728 Highway 6	77563	(409) 986-4443	TX	MZK Enterprise, LLC	Moeez	Khan
Horizon City	4650	13640 Horizon Blvd.	79928	(915) 206-6372	TX	Odessa Enterprises, Inc.	Fredrick	Norwich Jr
Houston	604	801 Telephone Rd	77023	(713) 926-6437	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	609	9302 Jensen Dr	77093	(713) 692-3013	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	615	5715 Bellfort Ave	77033	(713) 733-0496	TX	CRG Restaurant Group LLC	Caprice	Linington
Houston	618	8410 Hillcroft St	77096	(346) 327-2060	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	620	5410 N Shepherd Dr	77091	(346) 327-2052	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	621	4403 Fannin St	77004	(713) 527-9065	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	624	5801 Bellaire Blvd	77081	(832) 706-2830	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	625	9424 Homestead Rd	77016	(713) 631-7370	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	627	3908 Bellaire Blvd	77025	(832) 916-4768	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	630	1419 Gessner Dr	77080	(346) 440-2042	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	632	7221 Fondren Rd	77036	(713) 271-4439	TX	KHR Hooks, LLC	Elizabeth	Keshani
Houston	633	1395 Federal Rd	77015	(713) 455-1818	TX	Houston Foodie, LLC	Manuel	Colorado
Houston	634	94 E Crosstimbers St	77022	(713) 694-4956	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	637	9645 Westheimer Rd	77063	(346) 327-2101	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	640	4400 W Fuqua St	77045	(713) 485-6105	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	644	7545 Park Place Blvd	77087	(713) 564-4110	TX	CRG Restaurant Group LLC	Caprice	Linington

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Houston	649	1072 Edgebrook Dr	77034	(713) 281-4004	TX	CRG Restaurant Group LLC	Caprice	Linington
Houston	651	2218 Little York Rd	77093	(713) 697-3813	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	658	7502 N Shepherd Dr	77088	(713) 694-3248	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	663	3907 Aldine Mail Rd	77039	(281) 442-2477	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	665	9602 Mesa Dr	77078	(713) 633-3584	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	666	11234 Airline Dr	77037	(281) 448-6939	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	667	10004 Telephone Rd	77075	(713) 991-2597	TX	Izu Group Restaurants, LLC	Opiah	Izu
Houston	669	10806 Bissonnet St	77099	(832) 328-1917	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	672	8767 S Main St	77025	(281) 819-1672	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	673	13706 State Highway 249	77086	(281) 447-6343	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	674	5316 Antoine Dr	77091	(832) 699-1096	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	679	8000 Howard Dr	77017	(713) 645-3612	TX	CRG Restaurant Group LLC	Caprice	Linington
Houston	686	3402 Mangum Rd	77092	(832) 706-2336	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	689	251 Greens Rd	77060	(281) 876-2714	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	692	11910 Westheimer Rd	77077	(281) 752-4889	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	695	14521 Bellaire Blvd	77083	(832) 503-9443	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	696	8601 W Bellfort St	77031	(713) 771-3580	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	697	14555 Falling Creek Dr	77014	(281) 444-6774	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3600	11630 Hempstead Hwy	77092	(832) 930-6013	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3602	14754 Wallisville Rd	77049	(713) 453-0325	TX	Houston Foodie, LLC	Manuel	Colorado
Houston	3605	11080 Scarsdale Blvd	77089	(281) 484-2324	TX	CRG Restaurant Group LLC	Caprice	Linington

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Houston	3606	5757 Hollister St	77040	(713) 690-2329	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3615	7525 East Fwy	77020	(713) 673-7525	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3616	2420 Bay Area Blvd	77058	(281) 286-8107	TX	MZK Enterprise, LLC	Moeez	Khan
Houston	3617	9429 Jones Rd	77065	(281) 469-6856	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3618	6902 Highway 6 N	77084	(281) 550-9655	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	3620	607 Fm 1960 Rd E	77073	(281) 821-6077	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3625	2801 Hillcroft Ave	77057	(281) 845-9418	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3626	14643 Woodforest Blvd	77015	(713) 451-8102	TX	Houston Foodie, LLC	Manuel	Colorado
Houston	3629	3302 Richmond Ave	77098	(346) 476-1653	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3630	12235 Jones Rd	77070	(281) 894-7331	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3634	4920 W Bellfort St	77035	(713) 728-5856	TX	LBY Foods, LLC	Mouhammad	Keshani
Houston	3636	19602 Tomball Pkwy	77070	(281) 955-1642	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	3638	3110 W Dallas St	77019	(713) 942-9524	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3639	10901 Bellaire Blvd	77072	(832) 672-4718	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	3642	15819 John F Kennedy Blvd	77032	(281) 987-8316	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3643	8603 Fm 1960 Rd W	77070	(281) 955-0830	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3644	6006 Hillcroft Ave	77081	(713) 271-7117	TX	KHR Hooks, LLC	Elizabeth	Keshani
Houston	3663	14775 North Fwy	77090	(281) 875-1644	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3665	2901 Airline Dr	77009	(346) 200-9623	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3669	14540 Westheimer	77077	(346) 327-2055	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Houston	3675	7699 Katy Fwy	77024	(346) 200-5767	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3683	2277 W Sam Houston Pkwy N	77043	(713) 827-7618	TX	KHR Hooks, LLC	Elizabeth	Keshani
Houston	3689	5850 Gulf Fwy	77023	(713) 923-2188	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3690	4550 San Felipe St	77027	(713) 626-5771	TX	KHR Hooks, LLC	Elizabeth	Keshani
Houston	3691	10742 Veterans Memorial Dr	77038	(281) 999-1555	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3695	12777 East Fwy	77015	(713) 450-2403	TX	Izu Group Restaurants, LLC	Opiah	Izu
Houston	3698	8111 Airport Blvd	77061	(713) 242-0896	TX	Houston Foodie, LLC	Manuel	Colorado
Houston	3699	1217 Wayside Dr	77011	(713) 928-6095	TX	Izu Group Restaurants, LLC	Opiah	Izu
Houston	3901	9310 Clay Rd	77080	(713) 462-6308	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	3909	10454 Richmond Ave	77042	(346) 789-0092	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3913	11605 S Sam Houston Pkwy E	77089	(281) 464-3371	TX	CRG Restaurant Group LLC	Caprice	Linington
Houston	3914	16310 S Post Oak Rd	77053	(281) 437-6174	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	3915	11912 Galveston Rd Ste A	77034	(281) 484-7985	TX	MZK Enterprise, LLC	Moeez	Khan
Houston	3927	12446 Fm 1960 Rd W	77065	(281) 897-9293	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3931	5656 N Eldridge Pkwy	77041	(346) 200-6036	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3939	1765 W Mt Houston Rd	77038	(281) 445-3911	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3940	6325 Barker Cypress Rd	77084	(346) 439-9595	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3960	10450 Huffmeister Rd	77065	(281) 970-0992	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3962	2709 Reed Rd	77051	(713) 264-0832	TX	A 3 H Foods, LP	Mouhammad	Keshani

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Houston	3967	8055 N Sam Houston Pkwy W	77064	(281) 894-2638	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3972	1812 Ella Blvd	77008	(281) 901-1763	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	3973	12102 Veterans Memorial Dr	77067	(281) 893-0102	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	3979	739 N Sam Houston Pkwy E	77060	(281) 405-8140	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3986	5550 Gulfton St	77081	(713) 218-9671	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3990	12680 Beechnut St	77072	(832) 328-1881	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	3998	7045 Airline Dr	77076	(713) 692-0555	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	3999	8923 E Sam Houston Pkwy N	77044	(281) 459-9949	TX	Houston Foodie, LLC	Manuel	Colorado
Houston	4701	11833 Barker Cypress Rd	77433	(346) 385-0972	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	4709	3601 Old Spanish Trail	77021	(713) 747-1046	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	4715	6060 Long Dr	77087	(713) 242-7069	TX	CRG Restaurant Group LLC	Caprice	Linington
Houston	4722	5248 Allum Rd	77045	(713) 721-7808	TX	LBY Foods, LLC	Mouhammad	Keshani
Houston	4736	14220 Cullen Blvd	77047	(713) 738-8830	TX	LBY Foods, LLC	Mouhammad	Keshani
Houston	4737	13351 Briar Forest Dr	77077	(832) 930-1070	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Houston	4766	7533 Harrisburg Blvd	77012	(713) 928-8942	TX	LBY Foods, LLC	Mouhammad	Keshani
Houston	4767	3415 Navigation Blvd	77003	(713) 224-5006	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	4801	8497 S Sam Houston Pkwy E	77075	(713) 987-9111	TX	Izu Group Restaurants, LLC	Opiah	Izu
Houston	4803	6810 Bingle Rd	77092	(713) 690-1210	TX	A 3 H Foods, LP	Mouhammad	Keshani

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Houston	4831	647 Rankin Rd	77073	(281) 209-2361	TX	CNR QSR Holdings LP	Manuel	Colorado
Houston	4836	13602 S. Post Oak	77045	(713) 485-5005	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Houston	4839	5415 S Rice Ave	77081	(713) 667-7803	TX	LBY Foods, LLC	Mouhammad	Keshani
Houston	4857	2800 N Terminal Rd Space TANF-	77032	(281) 821-6553	TX	Airport Food Services LLC	Sergio	Guzman
Houston	4953	1240 W Orem Dr	77047	(713) 413-9078	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	4957	11911 Eastex Fwy	77039	(832) 626-7427	TX	HV Restaurants, LLC	Manuel	Colorado
Houston	4959	9065 Farm to Market 2920	77375	(281) 257-4851	TX	A 3 H Foods, LP	Mouhammad	Keshani
Houston	4961	7610 Eastex Freeway	77093	(832) 831-2207	TX	HV Restaurants, LLC	Manuel	Colorado
Humble	3672	7810 Fm 1960 Bypass Rd W	77338	(281) 548-7374	TX	A 3 H Foods, LP	Mouhammad	Keshani
Humble	3688	7019 N Sam Houston Pkwy E	77396	(281) 441-3704	TX	A 3 H Foods, LP	Mouhammad	Keshani
Humble	3692	7417 Fm 1960 Rd E	77346	(281) 812-4830	TX	CNR QSR Holdings LP	Manuel	Colorado
Humble	3920	21510 Aldine Westfield Rd	77338	(281) 443-3562	TX	A 3 H Foods, LP	Mouhammad	Keshani
Humble	3981	7101 Will Clayton Pkwy	77338	(281) 540-1578	TX	A 3 H Foods, LP	Mouhammad	Keshani
Humble	4775	18 Wilson Rd	77338	(281) 446-2398	TX	A 3 H Foods, LP	Mouhammad	Keshani
Huntsville	678	2251 Sam Houston Ave	77340	(936) 295-5821	TX	A 3 H Foods, LP	Mouhammad	Keshani
Huntsville	4702	3005 State Highway 30 W	77340	(936) 435-0588	TX	A 3 H Foods, LP	Mouhammad	Keshani
Hurst	4869	1491 Precinct Line Rd	76053	(817) 284-4869	TX	Feast Texas LLC	Daniel	Myhren
Hutchins	3784	121 S Interstate 45 Service Rd	75141	(972) 225-3480	TX	TriBox, LLC	Yasin	Choudry
Irving	721	2952 N Belt Line Rd	75062	(972) 252-5011	TX	Bassam Odeh, Inc.	Bassam	Odeh
Irving	725	502 N O Connor Rd	75061	(972) 254-6504	TX	Bassam Odeh, Inc.	Bassam	Odeh
Irving	787	925 N Loop 12	75061	(972) 579-9439	TX	Feast Texas LLC	Daniel	Myhren
Irving	3716	4206 W Airport Fwy	75062	(972) 986-4250	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Irving	3748	5340 Macarthur Blvd	75038	(972) 751-1646	TX	TriBox, LLC	Yasin	Choudry

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Irving	4711	8655 Cypress Waters Blvd	75063	(972) 556-2588	TX	Feast Texas LLC	Daniel	Myhren
Irving	4782	2500 W Irving Blvd	75061	(972) 986-7850	TX	BDAA Holdings I, L.T.D	Bassam	Odeh
Irving	4846	515 W Airport Fwy	75062	(469) 262-1516	TX	BMO Investments LLC	Bassam	Odeh
Italy	4872	160 Riddle Rd	76651	(469) 553-0555	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Jasper	4807	1007 S Wheeler St	75951	(409) 384-5611	TX	Beaumont Foodie, LLC	Manuel	Colorado
Katy	3603	903 S Mason Rd	77450	(346) 295-8116	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Katy	3938	1480 S Grand Pkwy	77494	(281) 698-5319	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Katy	3941	25105 Market Place Dr	77494	(346) 347-3642	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Katy	3955	3072 N Fry Rd	77449	(281) 828-1404	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Katy	3993	20350 Park Row Blvd	77449	(281) 505-9385	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Katy	4951	22803 Morton Ranch Rd	77449	(281) 769-9533	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Kaufman	4732	1904 S Washington St	75142	(972) 932-3495	TX	TriBox, LLC	Yasin	Choudry
Keller	3793	103 N Main St	76248	(817) 431-5225	TX	Feast Texas LLC	Daniel	Myhren
Killeen	838	3201 E Veterans Memorial Blvd	76543	(254) 226-3039	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Killeen	3852	1100 E Central Texas Expy	76541	(254) 690-2055	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Killeen	3864	5301 W Stan Schlueter Loop	76549	(254) 634-0924	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Killeen	4710	3800 E Elms Rd	76542	(254) 680-4630	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Killeen	4847	325 37th St Bldg 325	76544	(254) 285-2017	TX	Freedom Food Management Group LLC	Chad	Kenyon
Kyle	4761	5061 Kyle Center Dr	78640	(512) 268-7106	TX	RRH - Austin, LLC	Clyde	Rucker
La Marque	671	4308 Texas Ave	77568	(409) 935-2252	TX	MZK Enterprise, LLC	Moeez	Khan
La Marque	4950	2605 Main St	77568	(409) 938-1950	TX	Houston Jack LLC	Moeez	Khan
La Porte	3693	1018 Highway 146 S	77571	(281) 470-7060	TX	KHR Hooks, LLC	Elizabeth	Keshani
La Porte	4733	9629 W Fairmont Pkwy	77571	(281) 542-9730	TX	LBY Foods, LLC	Mouhammad	Keshani

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Lake Jackson	3934	165 Oyster Creek Dr	77566	(979) 341-9906	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Lake Worth	797	6352 Lake Worth Blvd	76135	(817) 237-1062	TX	Indo Desert LLC	Steven	Myers
Lancaster	4750	1448 W Pleasant Run Rd	75146	(972) 227-2243	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Laredo	946	5002 Saunders St	78041	(956) 723-3675	TX	A3H Foods II, LP	Angel	Pulido
Laredo	3673	2612 Cortez St	78043	(956) 712-9116	TX	A3H Foods II, LP	Angel	Pulido
Laredo	3899	8919 Mines Rd	78045	(956) 568-3575	TX	HV Restaurants, LLC	Angel	Pulido
Laredo	3922	7101 San Dario Ave	78045	(956) 726-8187	TX	A3H Foods II, LP	Angel	Pulido
Laredo	3924	10519 McPherson Rd	78045	(832) 604-6515	TX	HV Restaurants, LLC	Angel	Pulido
Laredo	3983	4502 S Zapata Hwy	78046	(956) 724-2793	TX	A3H Foods II, LP	Angel	Pulido
League City	3666	1908 E Main St	77573	(281) 338-9328	TX	MZK Enterprise, LLC	Moeez	Khan
League City	4793	1665 W Fm 646 Rd	77573	(281) 534-1079	TX	MZK Enterprise, LLC	Moeez	Khan
League City	4861	1503 W League City Pkwy	77573	(281) 316-6226	TX	Houston Jack LLC	Moeez	Khan
Lewisville	795	1563 W Main St	75067	(469) 549-0795	TX	Feast Texas LLC	Daniel	Myhren
Lewisville	3845	732 Hebron Pkwy	75057	(972) 459-9323	TX	Feast Texas LLC	Daniel	Myhren
Liberty	3910	2320 N Main St	77575	(936) 641-9800	TX	Houston Foodie, LLC	Manuel	Colorado
Little Elm	4837	2063 FM 423	75068	(469) 731-5890	TX	MANNAT FOOD INC.	Mannu	Mehta
Livingston	3977	313 E Church St	77351	(346) 260-5599	TX	CNR QSR Holdings LP	Manuel	Colorado
Livingston	4956	101 US-59 S	77351	(936) 327-1144	TX	HV Restaurants, LLC	Manuel	Colorado
Longview	3810	490 E Loop 281	75605	(903) 758-0193	TX	East Box, LLC	Christopher	Aslam
Lufkin	3783	1903 W Frank St	75904	(936) 634-1985	TX	LBY Foods, LLC	Mouhammad	Keshani
Lufkin	3801	1902 E Denman Ave	75901	(936) 634-2011	TX	LBY Foods, LLC	Mouhammad	Keshani
Mabank	789	509 N 1st St	75147	(903) 887-1888	TX	TriBox, LLC	Yasin	Choudry
Magnolia	3949	6734 Fm 1488 Rd	77354	(281) 252-3596	TX	A 3 H Foods, LP	Mouhammad	Keshani
Magnolia	3987	17607 Fm 1488 Rd	77354	(281) 259-3965	TX	CNR QSR Holdings LP	Manuel	Colorado
Mansfield	3760	1782 Highway 157 N	76063	(817) 453-0313	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Mansfield	4873	3140 E Broad St	76063	(817) 592-3220	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Manvel	3911	17502 Highway 6	77578	(281) 489-3533	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Mcallen	3658	1601 S 23rd St	78503	(956) 618-2234	TX	A3H Foods II, LP	Angel	Pulido
Mcallen	3660	909 Pecan Blvd	78501	(956) 682-7229	TX	A3H Foods II, LP	Angel	Pulido
Mcallen	3661	151 W Nolana St	78504	(956) 687-6909	TX	A3H Foods II, LP	Angel	Pulido
Mcallen	3953	3701 Pecan Blvd	78501	(956) 687-3205	TX	A3H Foods II, LP	Angel	Pulido
Mcallen	3971	2900 W Nolana Loop	78504	(956) 688-6538	TX	A3H Foods II, LP	Angel	Pulido
Mcallen	3988	7500 N 10th St	78504	(956) 631-4851	TX	A3H Foods II, LP	Angel	Pulido
Mckinney	778	1825 W University Dr	75069	(972) 562-5625	TX	MANNAT FOOD INC.	Mannu	Mehta
Mckinney	4794	1516 S Tennessee St	75069	(972) 984-1490	TX	Aslam Group LLC	Christopher	Aslam
Mesquite	728	311 S Galloway Ave	75149	(972) 285-5889	TX	J&F and Sons, LLC	Javed	Aslam
Mesquite	750	2001 N Town East Blvd	75150	(972) 681-1011	TX	TriBox, LLC	Yasin	Choudry
Mesquite	3736	1150 Us Highway 67	75150	(972) 613-6875	TX	Tash Foods, LLC	Tanzeem	Rizvi
Midland	4743	5205 W Wadley Ave	79707	(432) 694-0500	TX	RRH - Austin, LLC	Clyde	Rucker
Midland	4795	2208 Rankin Hwy	79701	(432) 684-8900	TX	RRH - Austin, LLC	Clyde	Rucker
Midlothian	4863	320 E Hwy 287	76065	(469) 612-5525	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Mineral Wells	764	2008 E Hubbard St	76067	(940) 325-5561	TX	Feast Texas LLC	Daniel	Myhren
Mission	3655	1401 E Expressway 83	78572	(956) 584-1728	TX	A3H Foods II, LP	Angel	Pulido
Missouri City	3624	6151 Highway 6	77459	(832) 503-9443	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Missouri City	3963	13915 Fondren Rd	77489	(281) 438-1388	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Missouri City	4856	9310 State Highway 6	77459	(832) 440-0195	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Montgomery	3937	14640 Highway 105 W	77356	(936) 447-6300	TX	A 3 H Foods, LP	Mouhammad	Keshani
Murphy	4739	106 W Fm 544	75094	(972) 881-1319	TX	ASIM DEVELOPMENT CORPORATION	Tariq	Ahmed
Navasota	4960	2010 Highway 105	77868	(619) 999-9999	TX	A 3 H Foods, LP	Mouhammad	Keshani
New Braunfels	827	1260 S Seguin Ave	78130	(830) 608-0240	TX	San-Tex Restaurants, Inc.	Marco	Rivera
New Caney	3682	20130 Us Highway 59	77357	(281) 399-8988	TX	A 3 H Foods, LP	Mouhammad	Keshani
North Richland Hills	755	6501 Grapevine Hwy	76180	(817) 284-1301	TX	Feast Texas LLC	Daniel	Myhren
North Richland Hills	4788	8416 Davis Blvd	76180	(817) 656-6070	TX	Feast Texas LLC	Daniel	Myhren

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Odessa	4742	3911 E 42nd St	79762	(432) 368-5000	TX	RRH - Austin, LLC	Clyde	Rucker
Odessa	4799	2672 N County Rd W	79763	(432) 335-8700	TX	RRH - Austin, LLC	Clyde	Rucker
Palestine	3819	2207 W Oak St	75801	(903) 723-6233	TX	TriBox, LLC	Yasin	Choudry
Palmhurst	4716	223 E Mile 3 Rd	78573	(956) 580-8951	TX	A3H Foods II, LP	Angel	Pulido
Palmview	3679	3701 W Expressway 83	78572	(956) 519-7807	TX	A3H Foods II, LP	Angel	Pulido
Paris	3850	3110 Ne Loop 286	75460	(903) 784-5119	TX	East Box, LLC	Christopher	Aslam
Pasadena	641	7447 Spencer Hwy	77505	(281) 479-5889	TX	A 3 H Foods, LP	Mouhammad	Keshani
Pasadena	698	221 Richey St	77506	(713) 472-5444	TX	KHR Hooks, LLC	Elizabeth	Keshani
Pasadena	3628	4104 Fairmont Pkwy	77504	(281) 998-7663	TX	KHR Hooks, LLC	Elizabeth	Keshani
Pasadena	3944	903 Pasadena Blvd	77506	(713) 475-8061	TX	KHR Hooks, LLC	Elizabeth	Keshani
Pasadena	4725	2103 E Sam Houston Pkwy S	77503	(713) 589-1415	TX	Houston Foodie, LLC	Manuel	Colorado
Pearland	3907	2702 Reid Blvd	77581	(281) 485-6669	TX	LBY Foods, LLC	Mouhammad	Keshani
Pearland	3929	1521 Broadway St	77581	(281) 993-0078	TX	LBY Foods, LLC	Mouhammad	Keshani
Pearland	3974	3426 Main St Ste 102	77581	(281) 485-4840	TX	LBY Foods, LLC	Mouhammad	Keshani
Pearland	4825	15750 South Fwy	77584	(346) 439-1655	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Pflugerville	864	14910 Fm 1825	78660	(512) 251-2576	TX	RRH - Austin, LLC	Clyde	Rucker
Pflugerville	4760	1700 Fm 685	78660	(512) 252-7834	TX	RRH - Austin, LLC	Clyde	Rucker
Pharr	3954	703 S Jackson Rd	78577	(956) 782-4500	TX	A3H Foods II, LP	Angel	Pulido
Pharr	3984	6521 Thomas Dr	78577	(956) 702-2896	TX	A3H Foods II, LP	Angel	Pulido
Plano	784	201 W Parker Rd	75023	(972) 423-0524	TX	MANNAT FOOD INC.	Mannu	Mehta
Plano	3762	1205 Jupiter Rd	75074	(972) 423-0826	TX	Tash Foods, LLC	Tanzeem	Rizvi
Plano	3778	905 Legacy Dr	75023	(972) 527-7367	TX	MANNAT FOOD INC.	Mannu	Mehta
Plano	3836	5960 Dallas Pkwy	75093	(972) 473-7618	TX	MANNAT FOOD INC.	Mannu	Mehta
Plano	4864	1101 Preston Rd	75093	(469) 786-5208	TX	Prime Foods, Inc.	Tanzeem	Rizvi
Port Arthur	647	4001 Twin City Hwy	77642	(409) 962-0333	TX	Beaumont Foodie, LLC	Manuel	Colorado
Port Arthur	3671	2840 Highway 365	77640	(409) 722-3022	TX	Beaumont Foodie, LLC	Manuel	Colorado
Port Arthur	4797	4640 Highway 365	77642	(409) 724-1644	TX	Beaumont Foodie, LLC	Manuel	Colorado
Port Isabel	4604	1681 State Park Rd 100	78578	(956) 772-7293	TX	HV Restaurants, LLC	Angel	Pulido

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Porter	3946	23183 Fm 1314 Rd	77365	(281) 354-4087	TX	A 3 H Foods, LP	Mouhammad	Keshani
Princeton	4744	200 E Princeton Dr	75407	(972) 736-3262	TX	MANNAT FOOD INC.	Mannu	Mehta
Prosper	4865	4750 W University Dr	75078	(469) 481-2335	TX	Tash Foods, LLC	Tanzeem	Rizvi
Richardson	745	1350 S Plano Rd	75081	(972) 234-8844	TX	MANNAT FOOD INC.	Mannu	Mehta
Richardson	3838	2230 N Coit Rd	75080	(972) 907-2260	TX	MANNAT FOOD INC.	Mannu	Mehta
Richardson	4818	510 W Arapaho Rd	75080	(972) 807-9264	TX	MANNAT FOOD INC.	Mannu	Mehta
Richmond	4734	8102 Fm 1464 Rd	77407	(281) 242-5225	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Richmond	4755	1418 Crabb River Rd	77469	(281) 545-4902	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Richmond	4817	7975 W Grand Pkwy S Ste 100	77407	(281) 344-2986	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Rio Grande City	3968	4600 E Us Highway 83	78582	(956) 488-2126	TX	A3H Foods II, LP	Angel	Pulido
Rockwall	3725	2808 Ridge Rd	75032	(972) 771-4988	TX	TriBox, LLC	Yasin	Choudry
Roma	3932	201 E Grant St	78584	(346) 446-6652	TX	A3H Foods II, LP	Angel	Pulido
Rosenberg	660	5004 Avenue H	77471	(281) 239-3610	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Rosenberg	3641	3317 1st St	77471	(832) 945-2554	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Round Rock	839	2120 S Interstate 35	78681	(512) 388-2409	TX	RRH - Austin, LLC	Clyde	Rucker
Round Rock	910	1121 E Palm Valley Blvd	78664	(512) 341-8707	TX	RRH - Austin, LLC	Clyde	Rucker
Round Rock	911	16330 R R 620	78681	(512) 733-6330	TX	RRH - Austin, LLC	Clyde	Rucker
Round Rock	917	3760 Gattis School Rd	78664	(512) 828-0380	TX	RRH - Austin, LLC	Clyde	Rucker
Rowlett	3756	5410 Rowlett Rd	75089	(972) 475-6881	TX	Man Arr, Inc.	Manuel	Arruda
Royse City	3795	100 E Interstate 30	75189	(972) 635-2455	TX	TriBox, LLC	Yasin	Choudry
San Antonio	806	742 Sw Military Dr	78221	(210) 924-2151	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	809	4319 Vance Jackson Rd	78230	(726) 610-4116	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	814	502 N New Braunfels Ave	78202	(210) 245-4709	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	817	6811 W Military Dr	78227	(726) 245-9810	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	819	7206 Blanco Rd	78216	(726) 610-4112	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	822	1331 Sw Loop 410	78227	(210) 674-5750	TX	San-Tex Restaurants, Inc.	Marco	Rivera

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
San Antonio	829	118 N General Mcmullen Dr	78237	(726) 610-4085	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	847	5311 Rigsby Ave	78222	(210) 682-9411	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	853	2465 Babcock Rd	78229	(210) 615-7328	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	854	4626 Fredericksburg Rd	78201	(210) 201-7523	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	855	9330 Wurzbach Rd	78240	(210) 390-6776	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	856	1619 Bandera Rd	78228	(726) 610-4205	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	858	1818 N Foster Rd	78244	(210) 699-4595	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	859	11615 N IH 35	78233	(210) 624-7258	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	868	7720 Fm 78	78244	(210) 890-5448	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	870	15037 Nacogdoches Rd	78247	(210) 655-7991	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	871	10683 Huebner Rd Ste 101	78240	(210) 877-1219	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	900	5850 Culebra Rd	78228	(210) 256-9749	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	903	3706 S Zarzamora St	78225	(210) 699-4490	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	908	3523 Se Military Dr	78223	(726) 400-9201	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	913	2100 Culebra Rd	78228	(726) 610-4202	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	914	523 Fair Ave	78223	(726) 226-4452	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	915	3702 Sw Military Dr	78211	(726) 610-4158	TX	San-Tex Restaurants, Inc.	Marco	Rivera

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
San Antonio	926	2235 Ne Loop 410	78217	(210) 890-2750	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	930	11729 Bandera Rd	78250	(210) 682-0091	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	935	7150 San Pedro Ave	78216	(726) 610-3870	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	936	903 Probandt St	78204	(210) 223-4415	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	940	718 S Zarzamora St	78207	(726) 400-9890	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	944	1214 W Old Us Highway 90	78227	(210) 904-0183	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	950	12503 Sw Loop 410	78224	(210) 910-5056	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	4719	506 New Valley Hi Dr	78227	(726) 610-5900	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	4723	21034 Us Highway 281 N	78258	(210) 497-7659	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	4772	5509 Roosevelt Ave	78214	(726) 202-2008	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Antonio	4773	11211 Potranco Rd	78253	(210) 679-5084	TX	San-Tex Restaurants, Inc.	Marco	Rivera
San Benito	3678	692 S Sam Houston Blvd	78586	(956) 247-1307	TX	A3H Foods II, LP	Angel	Pulido
San Juan	3667	902 Raul Longoria Rd	78589	(956) 781-4339	TX	A3H Foods II, LP	Angel	Pulido
San Marcos	820	345 N L B J Dr	78666	(512) 353-7308	TX	RRH - Austin, LLC	Clyde	Rucker
San Marcos	866	2207 S Interstate 35	78666	(512) 392-2338	TX	RRH - Austin, LLC	Clyde	Rucker
Sanger	3794	903 N Stemmons Fwy	76266	(940) 458-7182	TX	Feast Texas LLC	Daniel	Myhren
Santa Fe	3906	13620 Highway 6	77517	(409) 925-5023	TX	MZK Enterprise, LLC	Moeez	Khan
Seabrook	646	4457 Nasa Pkwy # 1	77586	(281) 326-1101	TX	MZK Enterprise, LLC	Moeez	Khan
Seagoville	3811	600 E Malloy Bridge Rd	75159	(972) 287-8499	TX	TriBox, LLC	Yasin	Choudry
Sealy	4706	2367 Highway 36 S	77474	(979) 484-7994	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Seguin	830	1070 E Court St	78155	(830) 372-1558	TX	San-Tex Restaurants, Inc.	Marco	Rivera

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Seguin	861	1810 W Ih 10	78155	(830) 443-7115	TX	San-Tex Restaurants, Inc.	Marco	Rivera
Shepherd	4952	3101 Hwy 59 N	77371	(832) 702-5136	TX	HV Restaurants, LLC	Manuel	Colorado
Sherman	737	2133 Texoma Pkwy	75090	(903) 893-2919	TX	Vinder Foods, LLC	Rabindranath	Viswanath
Sherman	3842	100 W Fm 1417	75092	(903) 868-4805	TX	Vinder Foods, LLC	Rabindranath	Viswanath
Silsbee	4778	150 Highway 327 E	77656	(832) 604-7705	TX	Beaumont Foodie, LLC	Manuel	Colorado
South Houston	3614	1503 Spencer Hwy	77587	(713) 944-1849	TX	KHR Hooks, LLC	Elizabeth	Keshani
South Houston	4774	1202 College Ave	77587	(713) 947-8507	TX	LBY Foods, LLC	Mouhammad	Keshani
Splendora	3992	14699 Highway 59	77372	(281) 689-2645	TX	A 3 H Foods, LP	Mouhammad	Keshani
Spring	659	16802 Stuebner Airline Rd	77379	(281) 376-5340	TX	A 3 H Foods, LP	Mouhammad	Keshani
Spring	690	25060 Interstate 45	77386	(281) 367-2188	TX	A 3 H Foods, LP	Mouhammad	Keshani
Spring	3635	19715 Holzwarth Rd	77388	(281) 355-1258	TX	A 3 H Foods, LP	Mouhammad	Keshani
Spring	3923	4720 Spring Cypress Rd	77379	(281) 374-0361	TX	A 3 H Foods, LP	Mouhammad	Keshani
Spring	3976	25520 Aldine Westfield Rd	77373	(281) 528-0791	TX	A 3 H Foods, LP	Mouhammad	Keshani
Spring	4704	3842 Fm 2920 Rd	77388	(281) 651-9815	TX	A 3 H Foods, LP	Mouhammad	Keshani
Spring	4738	2685 Rayford Rd	77386	(832) 813-0996	TX	A 3 H Foods, LP	Mouhammad	Keshani
Springtown	4884	401 Old Springtown Rd	76082	(682) 379-0280	TX	Feast Texas LLC	Daniel	Myhren
Stafford	3696	12175 Southwest Fwy	77477	(281) 530-0199	TX	KHR Hooks, LLC	Elizabeth	Keshani
Stephenville	3828	2801 W Washington St	76401	(254) 918-5002	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Sugar Land	3622	13124 S Dairy Ashford Rd	77478	(346) 347-3635	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Sugar Land	3904	1744 Dulles Ave	77478	(346) 347-3626	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Sugar Land	4731	13325 W Airport Blvd	77478	(281) 845-2580	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
Sulphur Springs	3790	110 Shannon Rd W	75482	(903) 438-8069	TX	East Box, LLC	Christopher	Aslam
Taylor	924	3120 N Main St #B	76574	(512) 365-6116	TX	RRH - Austin, LLC	Clyde	Rucker
Temple	816	204 W Adams Ave	76501	(254) 778-4571	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Temple	3862	3608 Sw Hk Dodgen Loop	76504	(254) 742-0195	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Terrell	3774	1898 W Moore Ave	75160	(972) 551-0105	TX	TriBox, LLC	Yasin	Choudry
Texas City	635	2101 9th Avenue North	77590	(409) 948-1481	TX	MZK Enterprise, LLC	Moeez	Khan
Texas City	3623	2101 Fm 2004 Rd	77591	(409) 986-7297	TX	MZK Enterprise, LLC	Moeez	Khan
The Colony	3821	4683 Highway 121	75056	(972) 624-1169	TX	MANNAT FOOD INC.	Mannu	Mehta
The Woodlands	3657	1250 Lake Woodlands Dr	77380	(281) 363-4143	TX	A 3 H Foods, LP	Mouhammad	Keshani
The Woodlands	3908	7950 Research Forest Dr	77382	(281) 367-6931	TX	A 3 H Foods, LP	Mouhammad	Keshani
Tomball	3608	28423 Tomball Pkwy	77375	(281) 351-5633	TX	A 3 H Foods, LP	Mouhammad	Keshani
Tomball	3969	11214 Fm 2920 Rd	77375	(281) 516-1401	TX	A 3 H Foods, LP	Mouhammad	Keshani
Tomball	3980	16003 Fm 2920 Rd	77375	(281) 255-2163	TX	A 3 H Foods, LP	Mouhammad	Keshani
Tyler	3803	1703 S Broadway Ave	75701	(903) 592-8841	TX	East Box, LLC	Christopher	Aslam
Tyler	3805	121 N Northwest Loop 323	75702	(903) 596-7739	TX	East Box, LLC	Christopher	Aslam
Uvalde	932	801 E Main St	78801	(830) 333-9583	TX	San-Tex Restaurants, Inc.	Marco	Rivera
Van Alstyne	4745	121 S Henry Hynds Expy	75495	(903) 482-9450	TX	Vinder Foods, LLC	Rabindranath	Viswanath
Victoria	4764	1510 E Rio Grande St	77901	(361) 574-8649	TX	A3H Foods II, LP	Angel	Pulido
Victoria	4780	5229 N Navarro Dr	77904	(361) 579-9711	TX	A3H Foods II, LP	Angel	Pulido
Vidor	4718	1315 N Main St	77662	(409) 769-0542	TX	Beaumont Foodie, LLC	Manuel	Colorado
Waco	832	5125 Bosque Blvd	76710	(254) 776-0097	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Waco	3813	1724 S Valley Mills Dr	76711	(254) 300-5781	TX	Gulf Coast Jacks, Inc.	Umar	Ibrahim
Waller	3925	31014 Fm 2920 Rd	77484	(936) 931-3519	TX	A 3 H Foods, LP	Mouhammad	Keshani

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Wallisville	3966	22902 Interstate 10	77597	(346) 206-3723	TX	Beaumont Foodie, LLC	Manuel	Colorado
Watauga	3720	6241 Rufe Snow Dr	76148	(817) 502-2262	TX	Feast Texas LLC	Daniel	Myhren
Waxahachie	3785	1204 N Highway 77	75165	(972) 923-9323	TX	Ibrahim Investment Corporation	Umar	Ibrahim
Weatherford	733	804 S Main St	76086	(817) 609-4790	TX	Feast Texas LLC	Daniel	Myhren
Weatherford	3800	2002 Clear Lake Rd	76086	(817) 594-3689	TX	R&R Business Ventures, Inc.	Umar	Ibrahim
Webster	3621	418 El Dorado Blvd	77598	(281) 286-4816	TX	MZK Enterprise, LLC	Moeez	Khan
Webster	3930	3134 Fm 528 Rd	77598	(281) 993-2044	TX	Houston Foodie, LLC	Manuel	Colorado
Weslaco	3933	1538 N Texas Blvd	78596	(956) 973-0018	TX	A3H Foods II, LP	Angel	Pulido
Weslaco	4601	101 N International Blvd	78596	(956) 351-6111	TX	HV Restaurants, LLC	Angel	Pulido
West Columbia	4735	801 S 17th St	77486	(979) 345-4005	TX	Gulf Coast Jacks, Inc.	Christopher	Edwards
Wharton	676	1100 N Richmond	77488	(979) 484-7994	TX	Cal-Tex Restaurants, Inc.	Laura	Ramirez
White Settlement	4769	8700 West Fwy	76108	(817) 246-1224	TX	Indo Desert LLC	Steven	Myers
Wichita Falls	4771	3125 Lawrence Rd	76308	(940) 689-9100	TX	Feast Texas LLC	Daniel	Myhren
Wichita Falls	4828	2610 Central Freeway	76306	(940) 851-0667	TX	Feast Texas LLC	Daniel	Myhren
Willis	3640	910 W Montgomery St	77378	(936) 856-9779	TX	A 3 H Foods, LP	Mouhammad	Keshani
Winnie	3921	350 Spur 5	77665	(409) 296-3118	TX	Beaumont Foodie, LLC	Manuel	Colorado
Woodville	3994	102 N Magnolia St	75979	(409) 331-1136	TX	Beaumont Foodie, LLC	Manuel	Colorado
Wylie	3826	201 S Highway 78	75098	(972) 442-6118	TX	Spring Valley Jack, LLC	Tariq	Ahmed
Cedar City	7277	1313 S Providence Center Dr	84720	(435) 586-7132	UT	West Box LLC	Alonso	Alvarez
Saint George	1305	1596 S Convention Center Dr	84790	(435) 986-0284	UT	West Box LLC	Alonso	Alvarez
Salt Lake City	1313	61 E 2100 S St.	84115	(801) 492-1456	UT	Seasons Restaurant Group LLC	Garren	Grieve
Syracuse	1316	1726 Bluff Ridge Dr	84075	(000) 000-0000	UT	Seasons Restaurant Group LLC	Garren	Grieve
Washington	1306	775 W Telegraph St	84780	(435) 656-4450	UT	West Box LLC	Alonso	Alvarez
Aberdeen	8421	400 E Heron St	98520	(360) 532-7243	WA	AJP Enterprises, LLC	Steven	Wazny
Anacortes	8373	2820 Commercial Ave	98221	(360) 299-8602	WA	PARS GROUP LLC	Laura	Cinciukaite

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Arlington	8466	3818 172nd St Ne	98223	(360) 653-3734	WA	PARS GROUP LLC	Laura	Cinciukaite
Auburn	8366	524 A St Se	98002	(253) 939-3270	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Auburn	8427	340 15th St Ne	98002	(253) 939-6860	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Battle Ground	8320	19 Nw 12th Ave	98604	(360) 666-2281	WA	Northwest Group, Inc.	Rajeev	Gupta
Bellevue	8367	3179 156th Ave Se	98007	(425) 746-0527	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Bellevue	8422	1900 148th Ave Ne	98007	(425) 643-3388	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Bellingham	8372	1020 W Bakerview Rd	98226	(360) 647-6072	WA	PARS GROUP LLC	Laura	Cinciukaite
Bellingham	8457	1075 E Sunset Dr	98226	(360) 671-7727	WA	PARS GROUP LLC	Laura	Cinciukaite
Blaine	8380	8140 Birch Bay Square St	98230	(360) 366-3869	WA	PARS GROUP LLC	Laura	Cinciukaite
Bonney Lake	8460	19510 State Route 410 E	98390	(253) 862-0999	WA	AJP Enterprises, LLC	Steven	Wazny
Bothell	8302	22736 Bothell Everett Hwy	98021	(425) 485-7364	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Bremerton	8363	4305 Kitsap Way	98312	(360) 782-0387	WA	AJP Enterprises, LLC	Steven	Wazny
Bremerton	8449	4219 Wheaton Way	98310	(360) 479-3443	WA	AJP Enterprises, LLC	Steven	Wazny
Burien	8405	14206 1st Ave S	98168	(206) 242-3364	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Burien	8407	1127 Sw 128th St	98146	(206) 244-1950	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Burlington	8379	9408 Old Highway 99	98233	(360) 757-0938	WA	PARS GROUP LLC	Laura	Cinciukaite
Burlington	8455	610 S Burlington Blvd	98233	(360) 757-7580	WA	PARS GROUP LLC	Laura	Cinciukaite
Centralia	8493	1130 Harrison Ave	98531	(360) 807-0277	WA	AJP Enterprises, LLC	Steven	Wazny
Chehalis	8465	113 Interstate Ave	98532	(360) 748-6505	WA	AJP Enterprises, LLC	Steven	Wazny

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Des Moines	8472	22633 Marine View Dr S	98198	(206) 870-0995	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Des Moines	8478	1810 S 272nd St	98198	(253) 941-5958	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Dupont	8370	1275 Center Dr	98327	(253) 964-0759	WA	AJP Enterprises, LLC	Steven	Wazny
East Wenatchee	8389	501 Grant Rd	98802	(509) 884-1934	WA	FEAST Foods, LLC	Shayne	Stimpson
Edmonds	8434	21130 Highway 99	98026	(425) 771-5212	WA	PARS GROUP LLC	Laura	Cinciukaite
Ellensburg	8484	115 W University Way	98926	(509) 320-4395	WA	FEAST Foods, LLC	Shayne	Stimpson
Enumclaw	8454	311 Griffin Ave E	98022	(360) 802-1087	WA	AJP Enterprises, LLC	Steven	Wazny
Everett	8307	11820 Evergreen Way	98204	(425) 356-9920	WA	PARS GROUP LLC	Laura	Cinciukaite
Everett	8310	8520 Evergreen Way	98208	(425) 267-9651	WA	PARS GROUP LLC	Laura	Cinciukaite
Everett	8314	1515 132nd St Se	98208	(425) 337-6666	WA	PARS GROUP LLC	Laura	Cinciukaite
Everett	8423	2106 Everett Ave	98201	(425) 259-5283	WA	PARS GROUP LLC	Laura	Cinciukaite
Everett	8438	1505 Se Everett Mall Way	98208	(425) 347-7171	WA	PARS GROUP LLC	Laura	Cinciukaite
Everett	8470	4717 Evergreen Way	98203	(425) 339-0866	WA	PARS GROUP LLC	Laura	Cinciukaite
Federal Way	8305	1610 S 347th Pl	98003	(253) 815-0059	WA	AJP Enterprises, LLC	Steven	Wazny
Federal Way	8360	2400 Sw 336th St	98023	(253) 874-5257	WA	AJP Enterprises, LLC	Steven	Wazny
Federal Way	8420	31130 Pacific Hwy S	98003	(253) 839-3592	WA	AJP Enterprises, LLC	Steven	Wazny
Ferndale	8397	1819 Main St	98248	(360) 380-5989	WA	PARS GROUP LLC	Laura	Cinciukaite
Fife	8447	3402 Pacific Hwy E	98424	(253) 922-9439	WA	AJP Enterprises, LLC	Steven	Wazny
Graham	8395	22209 Meridian Ave E	98338	(253) 875-7782	WA	NHG Enterprises LLC	Steven	Wazny
Issaquah	8303	740 Nw Gilman Blvd	98027	(425) 837-1618	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Kelso	7180	104 N Minor Rd	98626	(360) 425-0685	WA	Northwest Group, Inc.	Rajeev	Gupta
Kenmore	8426	6100 Ne Bothell Way	98028	(425) 486-6856	WA	PARS GROUP LLC	Laura	Cinciukaite
Kennewick	8301	2722 W 10th Ave	99336	(509) 585-0406	WA	FEAST Foods, LLC	Shayne	Stimpson
Kennewick	8351	4800 W Clearwater Ave	99336	(509) 374-0437	WA	FEAST Foods, LLC	Shayne	Stimpson
Kent	8404	221 Central Ave N	98032	(253) 854-2689	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Kent	8429	23911 104th Ave Se	98031	(253) 854-3044	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Kent	8474	20746 108th Ave Se	98031	(253) 852-1529	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Kent	8496	8829 S 180th St	98032	(425) 251-0286	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Kent	8499	16757 Se 272nd St	98042	(253) 631-5393	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Kirkland	8448	12409 Ne 116th St	98034	(425) 822-8442	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Lacey	8343	8215 Martin Way E	98516	(360) 438-8544	WA	AJP Enterprises, LLC	Steven	Wazny
Lacey	8430	4040 Martin Way	98506	(360) 491-4632	WA	AJP Enterprises, LLC	Steven	Wazny
Lake Stevens	8388	507 91st Ave Ne	98258	(425) 334-6130	WA	PARS GROUP LLC	Laura	Cinciukaite
Lakewood	8446	11023 Bridgeport Wy SW	98499	(253) 343-6017	WA	AJP Enterprises, LLC	Steven	Wazny
Lakewood	8450	8814 S Tacoma Way	98499	(253) 581-7244	WA	AJP Enterprises, LLC	Steven	Wazny
Lakewood	8468	8504 Hipkins Rd Sw	98498	(253) 984-0661	WA	AJP Enterprises, LLC	Steven	Wazny
Longview	8431	1445 15th Ave	98632	(360) 636-3500	WA	Northwest Group, Inc.	Rajeev	Gupta
Lynden	8359	8083 Guide Meridian Rd	98264	(360) 354-6679	WA	PARS GROUP LLC	Laura	Cinciukaite
Lynnwood	8381	17210 Highway 99	98037	(425) 745-6505	WA	PARS GROUP LLC	Laura	Cinciukaite
Lynnwood	8464	1212 164th St Sw	98087	(425) 742-0652	WA	PARS GROUP LLC	Laura	Cinciukaite
Lynnwood	8483	4323 196th St Sw	98036	(425) 673-7895	WA	PARS GROUP LLC	Laura	Cinciukaite
Marysville	8308	9603 State Ave	98270	(360) 653-7447	WA	PARS GROUP LLC	Laura	Cinciukaite
Marysville	8437	1125 4th St	98270	(360) 653-8344	WA	PARS GROUP LLC	Laura	Cinciukaite
Monroe	8390	13714 Roosevelt Rd	98272	(360) 863-8377	WA	PARS GROUP LLC	Laura	Cinciukaite
Monroe	8475	19905 State Route 2	98272	(360) 794-1896	WA	PARS GROUP LLC	Laura	Cinciukaite
Moses Lake	8335	506 E Wheeler Rd	98837	(509) 764-1581	WA	FEAST Foods, LLC	Shayne	Stimpson
Mount Vernon	8417	304 E College Way	98273	(360) 428-6960	WA	PARS GROUP LLC	Laura	Cinciukaite
Mukilteo	8344	11800 Mukilteo Speedway	98275	(425) 493-8470	WA	PARS GROUP LLC	Laura	Cinciukaite
Oak Harbor	8452	32205 State Route 20	98277	(360) 675-1768	WA	PARS GROUP LLC	Laura	Cinciukaite

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Olympia	8424	520 Plum St Se	98501	(360) 754-7296	WA	AJP Enterprises, LLC	Steven	Wazny
Pacific	8473	402 Seattle Blvd N	98047	(253) 351-9346	WA	AJP Enterprises, LLC	Steven	Wazny
Pasco	8345	3109 W Court St	99301	(509) 544-0576	WA	FEAST Foods, LLC	Shayne	Stimpson
Pasco	8383	7214 Burden Blvd	99301	(509) 546-2174	WA	FEAST Foods, LLC	Shayne	Stimpson
Port Angeles	8358	902 E Front St	98362	(360) 417-5187	WA	AJP Enterprises, LLC	Steven	Wazny
Port Orchard	8451	1467 Olney St Se	98366	(360) 876-4236	WA	AJP Enterprises, LLC	Steven	Wazny
Poulsbo	8391	21599 Market Pl Nw	98370	(360) 394-5225	WA	AJP Enterprises, LLC	Steven	Wazny
Pullman	8361	310 Ne Stadium Way	99163	(509) 332-5317	WA	FEAST Foods, LLC	Shayne	Stimpson
Puyallup	8462	705 S Meridian	98371	(253) 435-6071	WA	AJP Enterprises, LLC	Steven	Wazny
Puyallup	8463	3750 S Meridian	98373	(253) 840-2411	WA	AJP Enterprises, LLC	Steven	Wazny
Puyallup	8485	16022 Meridian E	98375	(253) 435-0648	WA	AJP Enterprises, LLC	Steven	Wazny
Puyallup	8488	11024 Canyon Rd	98373	(253) 537-3467	WA	AJP Enterprises, LLC	Steven	Wazny
Redmond	8346	16280 Ne 87th St	98052	(425) 861-0681	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Renton	8306	4810 Ne 4th St	98059	(425) 793-5874	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Renton	8409	479 Rainier Ave S	98055	(425) 226-1923	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Renton	8413	2813 Sunset Blvd Ne	98056	(425) 228-5207	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Richland	8327	49 Columbia Point Dr	99352	(509) 943-8544	WA	FEAST Foods, LLC	Shayne	Stimpson
Rochester	8399	19715 Old Highway 99 Sw	98579	(360) 273-9866	WA	NHG Enterprises LLC	Steven	Wazny
Seatac	8428	2840 S 188th St	98188	(206) 244-6293	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Seattle	8350	12515 Aurora Ave N	98133	(206) 365-2204	WA	PARS GROUP LLC	Laura	Cinciukaite
Seattle	8406	9102 Rainier Ave S	98118	(206) 725-7143	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Seattle	8412	4749 University Way Ne	98105	(206) 525-5599	WA	PARS GROUP LLC	Laura	Cinciukaite

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City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Seattle	8425	8502 Aurora Ave N	98103	(206) 524-2296	WA	PARS GROUP LLC	Laura	Cinciukaite
Seattle	8467	1907 4th Ave S	98134	(206) 628-9028	WA	PARS GROUP LLC	Laura	Cinciukaite
Seattle	8476	4203 Sw Admiral Way	98116	(206) 932-7315	WA	PARS GROUP LLC	Laura	Cinciukaite
Seattle	8490	5903 1st Ave S	98108	(206) 764-9564	WA	PARS GROUP LLC	Laura	Cinciukaite
Sequim	8368	1280 W Washington St	98382	(360) 681-4069	WA	AJP Enterprises, LLC	Steven	Wazny
Shelton	8329	2947 Olympic Hwy N	98584	(360) 427-1468	WA	AJP Enterprises, LLC	Steven	Wazny
Shoreline	8410	18213 Aurora Ave N	98133	(206) 546-1978	WA	PARS GROUP LLC	Laura	Cinciukaite
Silverdale	8441	10735 Silverdale Way Nw	98383	(360) 698-0150	WA	AJP Enterprises, LLC	Steven	Wazny
Snohomish	8321	827 Avenue D	98290	(360) 568-6644	WA	PARS GROUP LLC	Laura	Cinciukaite
Spanaway	8386	20505 Mountain Hwy E	98387	(253) 847-2891	WA	AJP Enterprises, LLC	Steven	Wazny
Spokane	8326	4001 N Market St	99207	(509) 487-2586	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8338	2732 N Division St	99207	(509) 328-1041	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8385	10306 W Highway 2	99224	(509) 455-5155	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8400	1527 W Northwest Blvd	99205	(509) 326-6000	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8432	5 W Hawthorne Rd	99218	(509) 465-5865	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8435	1505 N Pines Rd	99206	(509) 891-4145	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8439	6318 N Division St	99208	(509) 484-5962	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8461	505 W 3rd Ave	99201	(509) 456-0540	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane	8480	4220 E Sprague Ave	99202	(509) 533-1191	WA	FEAST Foods, LLC	Shayne	Stimpson
Spokane Valley	8442	2205 N Argonne Rd	99212	(509) 922-7320	WA	FEAST Foods, LLC	Shayne	Stimpson
Stanwood	8369	26906 92nd Ave Nw	98282	(360) 629-2384	WA	PARS GROUP LLC	Laura	Cinciukaite
Sumner	8376	827 Valley Ave	98390	(253) 863-1698	WA	AJP Enterprises, LLC	Steven	Wazny
Sunnyside	8362	100 W South Hill Rd	98944	(509) 837-3644	WA	FEAST Foods, LLC	Shayne	Stimpson
Tacoma	8304	2054 6th Ave	98403	(253) 597-8974	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8340	4702 S Center St	98409	(253) 460-3441	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8371	5207 Tacoma Mall Blvd	98409	(253) 472-0533	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8411	5517 Pacific Ave	98408	(253) 473-3407	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8416	6702 6th Ave	98406	(253) 565-2934	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8440	7605 S Hosmer St	98408	(253) 475-9465	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8445	10656 Pacific Ave S	98444	(253) 536-1995	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8469	2420 Pacific Ave	98402	(253) 627-2907	WA	AJP Enterprises, LLC	Steven	Wazny
Tacoma	8477	15114 Pacific Ave S	98444	(253) 536-3280	WA	AJP Enterprises, LLC	Steven	Wazny
Tillicum	8398	15310 Union Ave Sw	98498	(253) 584-0613	WA	NHG Enterprises LLC	Steven	Wazny

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of October 1, 2023)

City	Unit No.	Street Address	Zip	Phone	State	EntityName	FirstName	LastName
Tukwila	8365	3742 S 144th St	98168	(206) 242-8877	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Tukwila	8443	16400 W Valley Hwy	98188	(425) 235-5060	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Tukwila	8481	13050 Interurban Ave S	98168	(206) 242-3525	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Tumwater	8319	1635 Mottman Rd Sw	98512	(360) 357-1068	WA	AJP Enterprises, LLC	Steven	Wazny
Tumwater	8471	110 Trosper Rd Sw	98501	(360) 705-1506	WA	AJP Enterprises, LLC	Steven	Wazny
University Place	8482	3922 Bridgeport Way W	98466	(253) 565-3513	WA	AJP Enterprises, LLC	Steven	Wazny
Vancouver	8313	16333 Se 12th St Bldg A	98683	(360) 260-2666	WA	Northwest Group, Inc.	Rajeev	Gupta
Vancouver	8318	7650 Ne Fourth Plain Rd	98662	(360) 891-8806	WA	Northwest Group, Inc.	Rajeev	Gupta
Vancouver	8330	13009 Ne Highway 99 Ste 300	98686	(360) 576-7023	WA	Northwest Group, Inc.	Rajeev	Gupta
Vancouver	8331	7205 Ne 117th Ave	98662	(360) 885-2450	WA	Northwest Group, Inc.	Rajeev	Gupta
Vancouver	8375	7815 Ne 6th Ave	98665	(360) 546-2050	WA	Northwest Group, Inc.	Rajeev	Gupta
Vancouver	8487	221 Ne 104th Ave	98664	(360) 885-3898	WA	Northwest Group, Inc.	Rajeev	Gupta
Veradale	8491	711 N Sullivan Rd	99037	(509) 530-1650	WA	FEAST Foods, LLC	Shayne	Stimpson
Walla Walla	8322	212 S 9th Ave	99362	(509) 529-1832	WA	FEAST Foods, LLC	Shayne	Stimpson
Washougal	8328	3307 Evergreen Way #201	98671	(360) 335-8406	WA	Northwest Group, Inc.	Rajeev	Gupta
Wenatchee	8378	408 N Chelan Ave	98801	(509) 667-1627	WA	FEAST Foods, LLC	Shayne	Stimpson
Woodinville	8489	17445 131st Ave Ne	98072	(425) 486-4580	WA	Northwest Food Management Group Inc.	Laura	Cinciukaite
Yakima	8300	2317 S First St	98903	(509) 248-3796	WA	FEAST Foods, LLC	Shayne	Stimpson
Yakima	8315	1002 N 1st St	98901	(509) 452-5260	WA	FEAST Foods, LLC	Shayne	Stimpson
Yakima	8494	3907 Tieton Dr	98902	(509) 972-4368	WA	FEAST Foods, LLC	Shayne	Stimpson
Yelm	8336	1001 E Yelm Ave	98597	(360) 400-5225	WA	AJP Enterprises, LLC	Steven	Wazny

Franchisees Who Ceased To Do Business
Under A Franchise Agreement During The Fiscal Year 2023

The following is a list of the names, addresses and last known telephone numbers of all franchisees who have had their *Jack in the Box* restaurant franchise outlet(s) terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year ended October 1, 2023, or who have not communicated with us within the 10 weeks preceding the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Left Jack in the Box System:

Name	Address	Phone
Nasim A. Siddiqui	9 Lorenzo Irvine, CA 92614	(714) 220-9175
Christopher P. Scanlan	4510 Salt Lake Blvd., D-14 Honolulu, HI 96818	(808) 537-3300

Closed Jack in the Box Restaurants:

Unit #	Name	Address	Phone
923	Anil Yadav	6405 Nw Loop 410, San Antonio, TX 78238	(210) 509-8499
719	Ben Eramya	1408 W Hickory St, Denton, TX 77550	(940) 331-7302
592	Dharmesh Patel	1661 Watt Ave, Sacramento, CA 95864	(279) 895-9992
3480	Dharmesh Patel	1001 Howe Ave, Sacramento, CA 95825	(916) 282-3836
3288	Erh-Mei Su	2705 Pacific Coast Hwy, Torrance, CA 90505	(310) 534-0220
4036	Hamid Sharafatian	1807 Gravois Ave, Saint Louis, MO 63104	(314) 773-2636
4038	Hamid Sharafatian	9707 Natural Bridge Rd, Berkeley, MO 63134	(314) 423-0244
3210	John Maki	1245 N Grand Ave, Walnut, CA 91789	(909) 595-9856
5335	John Maki	9220 Flair Dr, El Monte, CA 91731	(626) 571-5462
3662	Manuel Colorado	5106 Mcpherson Ave, Laredo, TX 78041	(956) 717-1881
3677	Manuel Colorado	3501 San Dario Ave, Laredo, TX 78041	(956) 725-6616
8324	Paul Urbina	999 Nw Leary Way, Seattle, WA 98107	(206) 706-0524
653	Saeed Khan	920 Seawall Blvd, Galveston, TX 77550	(409) 763-4121
6030	Simon Karroum	461 N 2nd E, Rexburg, ID 83440	(208) 656-9284

Development Agreements Terminated in Fiscal Year 2023:

None.

Franchisees Who Have Not Communicated in 10 Weeks Prior to Issuance Date:

None.

List of Franchisees Who Have Signed an Agreement, but Not Yet Opened A Unit as of October 1, 2023

(Under Table 5 in Item 20: Company does not sign a franchise agreement for a new unit until the Restaurant is ready to open. Accordingly, Column 1 of Table 5 labelled "Franchise Agreement signed but Outlets Not Yet Opened" includes the sites that developers / franchisees have submitted to Company and Company has accepted.)

Individual Developer/ Franchisee Name	Business Address	Business Phone	Accepted Site(s)
Ali Keshani	20008 Champions Forest Dr., Ste. 501, Spring, TX 77379	(832) 678-3590	NWQ I-45 & Veteran's Memorial Pkwy, Huntsville, TX 77340
Ali Keshani	20008 Champions Forest Dr., Ste. 501, Spring, TX 77379	(832) 678-3590	Fairbanks N Houston R & Summertree, Houston, TX 77040
Anil Yadav	3550 Mowry Ave Ste 301, Fremont, CA 94538	(510) 714-3377	Thornton Rd & Hwy 12, Lodi, CA 95242
Anil Yadav	3550 Mowry Ave Ste 301, Fremont, CA 94538	(510) 714-3377	Downing Ave & Turnpike Rd, Stockton, CA
Anil Yadav	3550 Mowry Ave Ste 301, Fremont, CA 94538	(510) 714-3377	Thornton Road & Wagner Heights Road, Stockton, CA
Anil Yadav	3550 Mowry Ave Ste 301, Fremont, CA 94538	(510) 714-3377	Highway 99 & Ivy St, Live Oak, CA
Anil Yadav	3550 Mowry Ave Ste 301, Fremont, CA 94538	(510) 714-3377	FM 1463 & Fulshear Bend Dr, Fulshear, TX
Bassam Odeh	PO Box 170609 Arlington, TX 76003	(469) 865-1300	Beltline & Shady Grove, Irving, TX
Ben Eramya	41760 Ivy Street, Suite 201, Murrieta CA 92562	(951) 677-3976	NE Loop 820 & S Blue Mound Rd, Fort Worth, TX
Ben Nematzadeh	4917 Genesta Ave, Encino, CA 91316	(818) 285-2180	Childs Ave & Parsons Ave, Merced, CA
Ben Nematzadeh	4917 Genesta Ave, Encino, CA 91316	(818) 285-2180	Firestone Blvd & S Alameda St, South Gate, CA
Ben Nematzadeh	4917 Genesta Ave, Encino, CA 91316	(818) 285-2180	W Main Street & Cemetery Road, Middleton, CA
Ben Nematzadeh	4917 Genesta Ave, Encino, CA 91316	(818) 285-2180	N Chestnut Ave & E Olive Ave, Fresno, CA 93702
Chris Aslam	PO Box 496539, Garland TX 75049-6539	(972) 240-5225	Redwood Rd & Crossroads Blvd, Saratoga Springs, UT
Chris Aslam	PO Box 496539, Garland TX 75049-6539	(972) 240-5225	S Buckner Blvd & US Hwy 175, Dallas, TX
Chris Aslam	PO Box 496539, Garland TX 75049-6539	(972) 240-5225	N State Line & Texas Blvd, Texarkana, TX
Dave Bhasin	n/a	(484) 225-8437	Rte. 100 & Tilghman St., Fogelsville, PA 18051
Dawood Beshay	41760 Ivy Street, Suite 201, Murrieta CA 92562	(951) 816-0189	Mesa Rock Rd & Deer Springs Rd, Escondido, CA

Individual Developer/ Franchisee Name	Business Address	Business Phone	Accepted Site(s)
Dawood Beshay	41760 Ivy Street, Suite 201, Murrieta CA 92562	(951) 816-0189	Harley Knox Blvd & Perris Blvd, Perris, CA
Dawood Beshay	41760 Ivy Street, Suite 201, Murrieta CA 92562	(951) 816-0189	Domenigoni Rd & Leon Rd, Winchester, CA
Dawood Beshay	41760 Ivy Street, Suite 201, Murrieta CA 92562	(951) 816-0189	6988 Mission Blvd, Jurupa Valley, CA 92509
Dawood Beshay	41760 Ivy Street, Suite 201, Murrieta CA 92562	(951) 816-0189	Rancho California Rd & Margarita Rd, Temecula, CA 92591
Dawood Beshay	41760 Ivy Street, Suite 201, Murrieta CA 92562	(951) 816-0189	Highway 74 & Briggs Road, Menifee, CA 92582
Dev Sagar	44816 South Grimmer Blvd. Fremont, CA 94538	(510) 867-5623	4120 Grass Valley Hwy, Auburn, CA 95602
Eddie Nieves	4917 Genesta Ave, Encino, CA 91316	(818) 285-2180	Colfax Ave & Joliet St, Aurora, CO
Eddie Nieves	4917 Genesta Ave, Encino, CA 91316	(818) 285-2180	W. Colfax Ave & Simms, Lakewood, CO 80215
Eddie Nieves	4917 Genesta Ave, Encino, CA 91316	(818) 285-2180	Tower Rd & 50th Ave, Green Valley Ranch, CO
Garren Grieve	3 Julia Street, Ladera Ranch, CA 92694	(949) 689-2450	Ramona Blvd & Baldwin Park Blvd, Baldwin Park, CA
Garren Grieve	3 Julia Street, Ladera Ranch CA 92694	(949) 689-2450	M St & Falcon Hills Dr, Clearfield, UT
Garren Grieve	3 Julia Street. Ladera Ranch CA 92694	(949) 689-2450	District Dr & W 11400 S, South Jordan, UT
Garren Grieve	3 Julia Street, Ladera Ranch CA 92694	(949) 689-2450	E Washington Blvd & S Atlantic Blvd, Commerce, CA
Jimmy Singh	n/a	(540) 239-0553	1217 Deep Springs Road Dandridge, TN 37725
Jonathan Peralta	n/a	n/a	S. Semoran Blvd & E Grant St, Orlando, FL 32810
Karan Gogri	43575 Mission Blvd. #707, Fremont CA 94539	(510) 490-1282	4th St & Y St, Eureka, CA
Mannu Mehta	1303 N. Glenville Drive, Richardson TX 75081	(972) 398-3828	396 Custer Rd & Falcon View Dr, McKinney, TX
Mannu Mehta	1303 N. Glenville Drive, Richardson TX 75081	(972) 398-3828	Frankford Rd & Marsh Ln, Dallas, TX
Manuel Colorado	13636 Breton Ridge St Unit A-H, Houston TX 77070	(713) 703-3289	US Hwy 59 & Seven Oaks Dr, Seven Oaks, TX
Manuel Colorado	13636 Breton Ridge St Unit A-H, Houston TX 77070	(713) 703-3289	Frazier St & Madely, Conroe, TX
Manuel Colorado	13636 Breton Ridge St Unit A-H, Houston TX 77070	(713) 703-3289	3944 Aldine Mail Rte Rd, Houston, TX 77039
Manuel Colorado	13636 Breton Ridge St Unit A-H, Houston TX 77070	(713) 703-3289	NEQ US Hwy 181 & E Broadway Ave, Portland, TX 78374

Individual Developer/ Franchisee Name	Business Address	Business Phone	Accepted Site(s)
Mitra Jarrahzadeh	n/a	(310) 430-0355	N Alameda & E Cesar Chavez Ave, Los Angeles, CA 90012
Ofir Ventura	n/a	(702) 457-7676	20331 US-93, White Hills, AZ 86445
Patrice Roux	1660 N. Farmersville Blvd., Farmersville, CA 93223	(559) 625-4887	W Visalia Rd & N Albert Ave, Exeter, CA
Patrice Roux	1660 N. Farmersville Blvd., Farmersville, CA 93223	(559) 625-4887	S Demaree St & W Caldwell Ave, Visalia, CA
Patrice Roux	1660 N. Farmersville Blvd., Farmersville, CA 93223	(559) 625-4887	Mooney Blvd & Midvalley Ave, Visalia, CA
Patrice Roux	1660 N. Farmersville Blvd., Farmersville, CA 93223	(559) 625-4887	Mooney Blvd & Midvalley Ave, Visalia, CA 93277
Patrice Roux	1660 N. Farmersville Blvd., Farmersville, CA 93223	(559) 625-4887	E El Monte Way & Road 124, Orosi, CA
Paul Urbina	11411 NE 124th St., #170, Kirkland WA 98034	(425) 285- 1906	NE Woodinville Duvall Rd & Avondale Rd NE, Woodinville, WA
Paul Urbina	11411 NE 124th St., #170, Kirkland WA 98034	(425) 285- 1906	Auburn-Black Diamond Rd & Ten Trails Pkwy, Black Diamond, WA 98375
Priya Dhillon	23 Via Palladio Newport Coast, CA 92657	(562) 402-4110	W El Segundo Blvd & Roselle Ave, Hawthorne, CA
Priya Dhillon	23 Via Palladio Newport Coast, CA 92657	(562) 402-4110	17625 Central Ave, Carson, CA 90746
Rabi Viswanath	402 Creekside Dr, McKinney TX 75071	(972) 922-5044	75 & FM 455, Anna, TX
Rabi Viswanath	402 Creekside Dr, McKinney TX 75071	(972) 922-5044	US Hwy 75 & FM1417, Sherman, TX
Sajid Farooqui	1433 NE Daltons Ridge Road, Lees Summit, Missouri 64064	913-742-0919	Shoal Creek Pkwy & Hwy 169, KCMO, MO 64155
Sam Abraham	63 Via Pico Plaza, Ste, 535, San Clemente, CA 92672	(949) 538-6828	Ortega Highway & Rancho Viejo Rd, San Juan Capistrano, CA
Tanzeem Rizvi	P.O. Box 472347, Garland, TX 75047	(972) 992-0054	Greenville Ave & LBJ Freeway, Dallas, TX
Tanzeem Rizvi	P.O. Box 472347, Garland, TX 75047	(972) 992-0054	Park Lane & Greenville Ave, Dallas, TX
Tanzeem Rizvi	P.O. Box 472347, Garland, TX 75047	(972) 992-0054	NWQ Preston Rd. & John Campbell Trail, Celina, TX 75009
Umar Ibrahim	1915 Westridge Dr, Irving, TX 75038	(972) 849-8191	Wheatland Rd & Clark Rd, Dallas, TX
Umar Ibrahim	1915 Westridge Dr, Irving, TX 75038	(972) 849-8191	West Airport & West Aliana Trace, Richmond, TX
Umar Ibrahim	1915 Westridge Dr, Irving, TX 75038	(972) 849-8191	Barker Cypress & Morton, Houston, TX
Umar Ibrahim	1915 Westridge Dr, Irving, TX 75038	(972) 849-8191	2628 Fort Worth Hwy, Hudson Oaks, TX 76087

Individual Developer/ Franchisee Name	Business Address	Business Phone	Accepted Site(s)
Yasin Choudhry	PO Box 496539, Garland TX 75049-6539	(972) 240-5225	Singleton Blvd. & Westmoreland, Dallas TX 75212

EXHIBIT E

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEE

Different Rules, LLC (Company) and I have an interest in making sure that no misunderstandings exist between us. Please review and reply to each question below:

1. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Jack in the Box restaurants operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the Franchise Disclosure Document: (Attach additional pages, if necessary) _____

2. Please list any questions you have regarding the franchise opportunity that you would like to discuss prior to signing an agreement. (Attach additional pages, if necessary) _____

_____

_____

****

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

This Statement of Prospective Franchisee does not waive any liability Company may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Please do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland.

****

I understand that the agreements I am signing contain no contingencies for me to obtain financing or to select / acquire a site.

PROSPECTIVE FRANCHISEE

X_____
Signature

_____
Printed Name

Date: _____

EXHIBIT F-1

FRANCHISE AGREEMENT
(AND AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM)

JACK IN THE BOX

FRANCHISE AGREEMENT

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ATTACHMENT D - AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM OPTION

Site No. _____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 (“Company”); and , , and , a [jurisdiction] [type of entity], with its principal place of business at ("Franchisee").

RECITALS

Company is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols that are authorized for use from time to time in connection with JACK IN THE BOX restaurants, including but not limited to "*Jack in the Box*®" (the "Marks").

Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with uniform high standards for product quality and service and aesthetic effect of the restaurant premises.

Company operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Franchisee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the Marks, and desires to use the System and the Marks which Company uses and makes available to its Franchisees, in the operation of a JACK IN THE BOX restaurant.

Franchisee acknowledges that Company has entered into, and will continue to enter into, agreements with other franchisees that may contain provisions, conditions and obligations that differ from those in this Agreement, and that the existence of those agreements does not affect the parties' duties to comply with this Agreement.

In consideration of the foregoing, the fees and other sums payable by Franchisee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. LICENSE: SCOPE, TERM, NON-RENEWAL

Company grants to Franchisee a limited license, subject to the terms and conditions hereof, for the term of this Agreement, to use the System and the Marks, and such other Marks as Company may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Franchised Restaurant") at , more fully described in Attachment A hereto (“the Premises”), and at that location only. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Franchised Restaurant. This license is non-exclusive, is for the described location only, and does not in any way grant to or confer upon Franchisee any proprietary rights or goodwill rights to the Marks or to any country, province, state, area, market or territory. Company retains the right and is expressly permitted to engage in the wholesale and retail production, distribution, and sale of products, including food products of any kind (i) under the JACK IN THE BOX trademark or any other trademarks, (ii) through company-operated restaurants (which may be operated by us or our affiliates, parents or subsidiaries), franchised restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Franchisee's restaurant. Company may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Franchisee any rights therein.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. Franchisee accepts this license with the understanding that this Agreement is not renewable, and that Company makes no assurance of the granting of a new license at expiration.

2. FRANCHISE FEE

In consideration of the granting of this license, Franchisee shall pay to Company, on or before the execution of this Agreement, the sum of fifty thousand dollars ($50,000); provided that any pro-rated development fees paid under any applicable development agreement shall be applied against this fee. This entire sum is fully earned by Company upon the execution and delivery of this Agreement. The fee described above (“Franchise Fee”) is net of any tax, excluding income tax but including excise tax or other fee imposed upon Company due to the collection of the Franchise Fee.

3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Franchisee leases the Premises from a third party, Franchisee must employ its best efforts to use Company's standard form lease or lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

1. Franchisee may not use the Premises for the operation of any business other than a Jack in the Box restaurant;

2. The landlord consents to the Franchisee's use of such Marks and signage as Company may reasonably require;

3. Company has the right to enter the Premises to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement, including the right to enter upon expiration to de-identify the Premises if franchisee fails or refuses to do so;

4. Franchisee must use its best efforts to require that Franchisee's landlord copy Company on any notices to Franchisee that are related to Franchisee's performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Franchisee agrees to copy Company on Franchisee's responses to such notices;

5. If Franchisee is in default under the lease or if this Agreement is terminated, Company will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

6. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Franchised Restaurant is located; and

7. The lease shall require that the landlord deliver to Franchisee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Franchisee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Franchisee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

You will not be permitted to open the Franchised Restaurant for business unless Company approves the lease in writing. You may not amend or modify the lease without Company's prior written approval. Company's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of any restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee represents, warrants and covenants as follows:

A. Franchisee has delivered to Company a Certification of Entity Structure, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Franchisee, if Franchisee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to Company. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Franchisee.

B. Franchisee represents and warrants that all Owners (as defined in this Section 4.C.) have executed, simultaneously with Franchisee's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment B). "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

C. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Franchisee. Franchisee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Franchised Restaurant and the Premises. Franchisee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Franchisee shall in no event permit a tax sale or seizure of the Franchised Restaurant, the Premises, or any equipment.

D. The written information that Franchisee has submitted to Company in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, is true, correct and accurate.

5. STANDARDS OF OPERATION

Franchisee shall adhere to the System. Franchisee shall meet all the standards and specifications, and follow the procedures communicated in writing by Company to Franchisee.

A. The Manuals

The parties agree that Franchisee's adherence to Company's System standards and specifications is necessary to the image, operation and success of each JACK IN THE BOX restaurant and the System. The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by Company from time to time (collectively, "Manuals"), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company for the operation of a JACK IN THE BOX restaurant by a Franchisee, among other things. Some or all of the Manuals may be provided in an

electronic format on an online system. Franchisee acknowledges receipt of the Manuals on loan for the term of this Agreement, and agrees to monitor the online system for updates to the Manuals. Franchisee shall strictly adhere to these standards, specifications and procedures, which Company may, in its sole discretion, change from time to time. (Wherever this agreement states that Company may take action in its "sole discretion," Company will use good faith in its exercise of such discretion.) Franchisee agrees to accept and comply with any changes, modifications, revisions and additions made by Company to the menu, service expectations, restaurant environment, customer offerings, product pricing, and other elements of the System standards, specifications, and procedures, which Company, in the good faith exercise of its judgment, believes to be necessary or desirable.

The material contained in the Manuals consists of confidential trade secrets of Company, and Company is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Franchisee only in connection with the operation of the Franchised Restaurant and other licensed JACK IN THE BOX restaurants.

Franchisee must ensure that the restaurant is being operated in accordance with the terms of the Franchise Agreement, and in accordance with the standards as specified in the Manuals.

B. Restaurant Buildings and Premises

The Franchised Restaurant building and Premises shall be constructed and improved only as authorized and approved in writing by Company, and in conformity with all applicable laws and ordinances. The appearance of such building and the condition of the Premises shall not be altered thereafter except as may be approved in writing by Company. The building shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company's specifications. Franchisee must periodically re-equip, upgrade, remodel, or make other improvements to the Franchised Restaurant and(or) the equipment, signs, interior and exterior décor or structural components, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchised Restaurant as may be required by Company, in its sole discretion ("Reimage"); provided, however, that Company will not require a Reimage more often than once every seven years during the term of this Agreement (except as a condition in connection with any earlier rewrite, extension, or other renewal of the term of this Agreement). Such Reimage may require, without limitation, (i) repainting, refinishing or replacing surfaces (both interior and exterior), (ii) landscaping modifications or upgrades, (iii) installation of new décor items (both interior and exterior), (iv) replacing or adding fixtures, furniture, equipment, or signage, (v) upgrading the building façade, (vi) installing new flooring, and(or) (vii) redesigning the layout of the Franchised Restaurant." Franchisee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time as specified by Company. Franchisee shall maintain such building and Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law. Any modification to the building or Premises, whether

required by land zoning or building laws or otherwise, shall be approved in advance by Company, and shall also be made at Franchisee's expense.

Except as may be provided in any lease between Company (or its parents, affiliates, or subsidiaries) and Franchisee, in the event such building or Premises shall be damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any governmental authority, Franchisee shall repair or reconstruct such building or Premises in accordance with Franchisor's design standards in effect at the time of the repair or reconstruction, within a reasonable time in light of the circumstances. Franchisee shall, however, make every reasonable effort to restore the building or Premises to reflect the then-current image, design, specifications and the standards of JACK IN THE BOX restaurants.

If Franchisee leases the Premises from someone other than Company (or its parents, affiliates, or subsidiaries), Franchisee agrees that whenever it receives from its landlord any notice or other material document relating to Franchisee's performance under the lease for the Premises, including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Franchisee will promptly forward a copy of that document to Company in accordance with the notice provisions of this Agreement.

C. Signs

Franchisee shall display the Marks only in the manner authorized by Company. Franchisee shall maintain and display signs (including menu panels, posters or similar items) (collectively, “Signs”) as required by Company from time to time. Company requests for signage changes or upgrades may be made as part of a Reimage project, or as otherwise required from time to time to comply with Company requirements. Franchisee shall display or use Signs only at the Premises or as otherwise permitted by Company for directional or similar uses for the Franchised Restaurant or Franchisee’s corporate offices. Franchisee shall not place additional signs, menu panels, posters or similar items on the Premises. Franchisee shall promptly discontinue the use of and destroy such items as are declared non-conforming or obsolete by Company, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Franchisee shall use only equipment approved by Company in the Franchised Restaurant. Company requests for equipment changes or upgrades may be made as part of a Reimage project, or as otherwise required from time to time to comply with Company requirements. Franchisee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, and shall replace equipment as necessary. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in writing in advance by Company. If Company should determine that additional or replacement equipment is needed in order

to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Franchisee shall promptly obtain and install such new equipment within the reasonable time specified by Company. Upon notification that any equipment, furnishings or supplies do not meet Company specifications or standards, Franchisee shall immediately cease and desist from using same.

E. Computer System

At Franchisor's request, Franchisee shall purchase or lease, and thereafter maintain, such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), printer(s), firewalls, mobile app-related equipment, and other computer-related accessories or peripheral equipment as Franchisor specifies for the purpose of, among other functions, recording sales and other record keeping and central functions. Franchisee shall provide such assistance as may be required to connect its computer system with a computer system used by Franchisor. Franchisor shall have the right, on an occasional or regular basis, to retrieve such data and information from Franchisee's computer system as Franchisor, in its sole and exclusive discretion, deems necessary or desirable. In view of the interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all items associated with Franchisee's computer system, and will otherwise operate its computer system in accordance with Franchisor's standards and specifications.

To ensure full operational efficiency and optimum communication capability between and among computer systems installed by Franchisee, Franchisor, and other Franchisees, Franchisee agrees, at its expense, to keep its computer system in good maintenance and repair, and, at its expense (and following Franchisor's determination that it will be economical or otherwise beneficial to the System) to promptly install such additions, changes, modifications, substitutions and/or replacement to Franchisee's computer hardware, software, communications equipment and services, telephone and power lines, and other computer-related facilities, as Franchisor directs.

Franchisee shall comply with Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

F. Ingredients, Materials and Supplies

Franchisee shall purchase from such sources as shall be approved by Company (of which Company or a subsidiary, parent, or other related entity (“Affiliate”) may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Franchised Restaurant, as shall be specified in the Manuals or otherwise prescribed by Company in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. Should Franchisee desire Company to approve any alternative or additional sources of such ingredients, materials or supplies, Franchisee shall submit to Company a written

request for the approval and such information and samples as Company requests. Company shall evaluate such alternative or additional source in accordance with its standards, and shall notify Franchisee within a reasonable time of its receipt of such information and samples, of its approval or disapproval of such source; and if Company does not approve, of the reasons therefor. All costs and expenses associated with Company approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Franchisee. Company may impose limits on the number of suppliers that it will approve for any given item.

G. Menu, Service, Health and Cleanliness

Franchisee shall offer for sale all food and beverage products and the carry-out and on-premises dining services that Company from time to time authorizes, and Franchisee shall not offer or sell any other products or services. Menu items shall be set forth in the Manuals, or otherwise authorized and approved by Company in writing. Franchisee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics of product served, and standards of health, cleanliness and sanitation that are contained in the Manuals, or are otherwise prescribed by Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company specifications or standards, Franchisee shall immediately cease and desist from using same.

Franchisee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that Company may require that Franchisee use an “all inclusive” pricing structure or tiered pricing structure, and/or other pricing system, and Company may set maximum prices on products and services to the extent permitted by law. If Company imposes a maximum price on a particular item, Franchisee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company may also require that certain products or services that are supplementary to the main products and services provided at Franchised Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by Company or its authorized representative shows that the Franchised Restaurant is not in substantial compliance with any System standard relating to food safety, Franchisee shall reimburse Company for the reasonable cost of a re-audit. Additionally, if Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant, Company may, in its sole discretion, exercise its rights under Section 18.B. (“Termination”) or any lesser right, such as directing a temporary closure of the Franchised Restaurant until the situation can be corrected.

H. Hours of Operation

The Franchised Restaurant shall be open for business for a minimum of sixteen (16) hours per day, seven (7) days a week, fifty-two (52) weeks a year, unless otherwise authorized or directed by Company in writing. The precise hours of operation may be

determined by Franchisee, subject to applicable government regulation and Company's approval.

I. Machines and Similar Devices

No coin-operated, card-operated or similar machines, cash, credit or debit machines, pay telephones, or games or devices of any nature, shall be installed at the Franchised Restaurant or on the Premises without the prior written consent of Company.

J. Personnel of the Franchised Restaurant

At all times, the Franchised Restaurant must be under the control of an individual who has been designated by Franchisee as, and approved by Company in writing to be, the operator of the Franchised Restaurant ("Operator"). The Operator (or, if applicable, a Designated Market Operator, as described below) shall use best and continuing efforts to promote and develop the business at the Franchised Restaurant. The Operator shall have and shall maintain a percentage ownership interest in any partnership, corporation, or other legally formed entity to which the franchise is assigned in accordance with the terms of this Agreement; the amount of the required ownership interest is subject to the prior written approval of Company. Alternatively, and only with the prior written approval of Company, the Operator may be employed by Franchisee under a contract through which Operator will acquire that ownership interest within five years of the date of employment, and shall maintain that ownership interest while acting as Operator.

In some circumstances, Company may, subject to the satisfaction of certain criteria and Company approval, permit Franchisee to name a designated market operator to operate the Franchised Restaurant ("Designated Market Operator" or “DMO”). The Designated Market Operator is not required to be an owner of Franchisee.

Franchisee understands and agrees that by designating an individual as Operator (or, if applicable, a Designated Market Operator), Franchisee is agreeing that the Operator or DMO has the authority to represent Franchisee in all dealings with Company, enter into agreements and modifications of agreements with Company and its affiliates on behalf of Franchisee, and receive notices on behalf of Franchisee.

Franchisee must have at least one (1) Certified Franchise Restaurant Manager at each restaurant, and must ensure that the restaurant is always under the supervision of either the Certified Franchised Restaurant Manager or a trained team leader. Additionally, Franchisee shall staff the Franchised Restaurant at all times during the term of this Agreement with a sufficient number of employees to maximize the sales at the Franchised Restaurant. All employees must meet the basic food safety and other training requirements that may be specified by Company from time to time.

If Franchisee owns more than fifteen (15) JACK IN THE BOX franchises, Company may require Franchisee to employ one or more individuals to supervise Franchisee’s Certified Franchised Restaurant Managers, train other employees, or otherwise assist with managerial duties. All managerial employees above the restaurant manager level must also have successfully completed the training courses required by Company.

Operator or DMO shall hire all employees of the Franchised Restaurant, but Franchisee shall be fully responsible for the terms of their employment.

While on the Premises, Franchisee, Operator (or, if applicable, a Designated Market Operator) and all employees must meet Company's Standards relating to grooming, and wear the uniforms approved or mandated by Company. Company is not responsible for providing uniforms for Franchisee's employees.

K. Compliance with Laws

Franchisee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations now in force or that are hereafter enacted affecting the operation of the Franchised Restaurant business, including, without limitation, wage and hour laws, labor laws, the Americans with Disabilities Act, OSHA, the Sherman Act, the Federal Trade Commission Act, the Clayton Act, and the USA PATRIOT Act; any security standards (such as the Payment Card Industry Data Security Standard) imposed by the credit card or similar industries; and any similar federal, state, and local laws. Specifically, Franchisee shall not enter into any agreement or understanding with any competitor, including other Jack in the Box® franchisees, that would result in a restraint of trade in violation of federal, state, or local laws. Franchisee hereby indemnifies Company, its Affiliates, employees, officers, directors and agents against, and agrees to save them harmless from, all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees and court costs) which result from or arise in connection with any alleged violation of any law, ordinance or regulation, whether occasioned by the neglect, omission or willful act of Franchisee or any other person on the Premises.

Franchisee shall notify Company in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ or injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or any Franchised Restaurant, including, but not limited to, a notice of a possible violation of state or federal Labor Laws, or of any law, ordinance or regulation relating to health or safety.

L. Advertising and Promotional Materials

Franchisee agrees to comply with the advertising Standards established from time to time by Company. All advertising by Franchisee shall be completely factual, in good taste in the judgment of Company, and shall conform to the highest standards of ethical advertising. Franchisee shall use, sell or distribute (by means including but not limited to television, radio, the internet, newspapers, magazines, flyers, posters, billboards, mailing circulars, coupons or gift certificates) only those advertising or promotional materials or items which are authorized by Company in writing prior to use. Franchisee must participate in any gift and/or loyalty program that Company requires. Franchisee must promote, supply, and honor gift and/or loyalty redemptions upon the terms determined by the Company in its sole discretion.

M. Display and Use of the Marks

No display or use of the Marks shall be made in any medium (including but not limited to television, radio, the internet, social media, newspapers, magazines, flyers, posters, billboards, mailing circulars, business cards, stationery, coupons or gift certificates) without the prior written permission of Company. All materials on which the Marks appear shall include such notice of registration or license legend or such other notice as Company shall specify. Franchisee agrees to immediately remove or discontinue the use of any objectionable material upon receiving notice from Company to do so.

In the adoption of a corporate or partnership name, Franchisee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by Company to be confusingly similar to the Marks.

Franchisee is not permitted to establish websites, social media venues, or domain names that incorporate the JACK IN THE BOX marks, name, initials or indicia. Franchisee is not permitted to establish websites, social media venues, or domain names linking to the JACK IN THE BOX site without the prior written permission of Company.

N. Access to Premises

Company or its authorized representative shall have the unrestricted right at any time, without prior notification, to enter the Franchised Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Franchised Restaurant and its operation and the Premises during such periods as Company may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies, (c) interview personnel at the Franchised Restaurant, (d) interview customers and prospective customers of the Franchised Restaurant, (e) conduct various surveys, or (f) inspect, photocopy, review or audit any books, records and documents relating to the operation of the Franchised Restaurant or other JACK IN THE BOX restaurants. Such entries and activities may be conducted without prior notice. Franchisee agrees to cooperate fully with Company in connection with any such entries and activities.

O. Participation in Tests

Franchisee is required to participate in tests of new products, equipment, services and procedures at the Franchised Restaurant, including but not limited to testing of significant cooking and operating systems and platforms. Company may require Franchisee to use specific product pricing during the test period. Company will reimburse Franchisee for certain documented out-of-pocket costs necessarily incurred by Franchisee as part of the test; however, if the new product, equipment, service or promotion becomes a required component of the System, the Franchisee will be responsible for paying a reasonable cost for the required component. Franchisee is responsible for any soft costs associated with testing, such as wages payable during training.

P. Delivery and Catering

Franchisee may be required to offer delivery and catering services for all food and beverage products from the Franchised Restaurant in accordance with Company's delivery and catering standards and procedures, as they are established and modified by Company in its sole discretion from time to time. Franchisee shall offer and sell such products only from the Franchised Restaurant, only in accordance with the requirements of this Agreement, the procedures and standards set forth in the Manuals, and all applicable laws. Franchisee may only offer delivery and catering services to customers located within the boundaries designated by Company, in its sole discretion, and such services may be limited to certain approved vendors. As used in this Agreement, the term “delivery customers” means customers that purchase food and beverage products for delivery to (and consumption in) their home, office, or other off-premises locations. Franchisee shall not engage in any other type of sale of, or offer to sell, or distribution of those food and beverage products sold by the Franchised Restaurant pursuant to this agreement, including but not limited to, selling, distributing, or otherwise providing, any such products at wholesale, or for resale or distribution by any third party, or through satellite locations, sales or mail order catalogs, temporary locations, carts or kiosks, the Internet, or through any other electronic or print media.

Q. Proposed System Modifications

Franchisee may submit proposals for new or improved elements of the System, including products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole and absolute discretion to accept or reject any such proposals.

If any System modification proposal by Franchisee is adopted by Company and becomes part of the System, Franchisee acknowledges that Company is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire (or to the extent the work may not be deemed a "work made for hire" under applicable law, Franchisee hereby irrevocably assigns to Company, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and that there are no restrictions on use, and no compensation shall be due to Franchisee. Franchisee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

R. Summary of Expenditures

As and when required by Company, Franchisee shall provide to Company a summary of the expenditures incurred by Franchisee, on the format required by Company, in connection the acquisition, development and opening of the Franchised Restaurant and in connection with any remodeling or renovation of the Franchised Restaurant.

S. Technology Fee

Franchisee shall pay to Company the technology fee (“Technology Fee”) Company specifies from time to time. The current amounts for the Technology Fee are stated in Exhibit A to the Master Technology Agreement, subject to Company’s right to increase the amounts at any time pursuant to the Master Technology Agreement. The Technology Fee must be paid to Company as and when required by Company. This fee may cover, among other things, any technology services or related products (including support or security services, menu management, software or hardware) provided by Company (or paid for by Company) and could include access to an intranet, website hosting, and access to cloud-based data and storage communication system.

6. SERVICES AVAILABLE TO FRANCHISEE

A. Company shall provide reasonable advice and consultation to Franchisee from time to time in connection with the operation of the Franchised Restaurant.

B. If not previously loaned, Company shall loan Franchisee, concurrently with the execution of this Agreement and for the term of this Agreement, the most current editions of the Manuals, as well as other written standards and approved sources for the System; all such Manuals and other information shall be returned to Company promptly upon the expiration or earlier termination of this Agreement.

C. Company shall regularly develop and execute marketing programs and activities relating to JACK IN THE BOX restaurants and direct, prepare and/or place advertising, promotions and/or communications to build the brand. The marketing programs and activities may include, but are not limited to: preparing and conducting digital, social, television, radio, magazine, and newspaper advertising campaigns; purchasing radio, television, digital, social, magazine, newspaper and other media for the distribution of advertising campaigns; advertising through direct mail and outdoor billboards; preparing and conducting marketing/brand surveys and research, which may include awareness and usage surveys, focus groups, marketing surveys and consumer feedback surveys; public relations activities; research, development and testing of products, packaging, and concepts; brand positioning and marketing activation; preparing and executing e-mail and internet-based marketing programs; employing advertising, public relations, and branding agencies and other professional consultants; and providing point-of-purchase, collateral and other marketing materials to the restaurants operated under the System. Company shall create in connection therewith a fund to be used for the expenses of such programs and activities (the "Marketing Fund"). The Marketing Fund shall consist of the sum of: (i) the Marketing Fees paid by Franchisee and other franchisees of traditional JACK IN THE BOX restaurants operated in the United States under Section 8.B hereof; (ii) the amount contributed by Company; and (iii) certain other amounts that may be obtained from third parties and contributed or allocated by Company to the Marketing Fund. Company will contribute to the Marketing Fund at least the same percentage of its Gross Sales as the percentage being contributed by the majority of traditional JACK IN THE BOX franchises operating in the United States.

The Marketing Fund shall be accounted for separately from the other funds of Company, and expended on marketing programs and activities related to JACK IN THE BOX restaurants. Information relating to the Marketing Fund, including information relating to Marketing Fund expenditures, budgets, and reports, shall be made available for review by the National Jack in the Box Franchise Association (the “NFA”) (or its designees) at their request, but no more than twice per year unless otherwise agreed to. Moreover, only if requested by the NFA, not more than annually, and at the expense of the Marketing Fund, independent auditors selected by Company will review the Marketing Fund and will communicate the results of that review to franchisees. Notwithstanding the foregoing, the manner by and the purposes for which the Marketing Fund shall be expended, including (without limitation) such matters as the selection and timing of marketing expenditures, campaign strategies, and allocation of funds among seasons and geographic areas, shall be at the sole and absolute discretion of Company, as Company shall from time to time determine.

D. Company shall provide advice on merchandising and local store marketing (including local coupon programs) that it deems helpful to Franchisee.

E. Company shall, during the term of this Agreement, inform Franchisee of any new products, developments, techniques and improvements to the System. Company shall provide necessary training materials for the training of Franchisee's employees, at Franchisee's expense.

F. Company may delegate the performance of any or all of its obligations under this Agreement to our designees, which may include our affiliates, agents or independent contractors.

7. TRAINING

Prior to the opening of the Franchised Restaurant, the Operator (or, if applicable, a Designated Market Operator), and an individual restaurant manager designated for the Franchised Restaurant shall have completed Company's Certified Franchise Restaurant Manager Training Program in San Diego, California, or such other location as may be designated by Company. After successful completion of such training program, the Manager shall be deemed a "Certified Franchise Restaurant Manager." During the term of the franchise, the Operator (or, if applicable, a Designated Market Operator), and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from time to time as may be directed by Company. The designation "Certified" Franchise Restaurant Manager shall not be applied to any individual who has not successfully completed such continuing education programs as Company may require from time to time. If such further training is required, the Franchisee shall pay all traveling, living, compensation and other expenses as may be incurred for himself (or the Operator (or, if applicable, a Designated Market Operator)) and the individual restaurant manager.

Franchisee shall conduct additional training for Franchisee’s employees as necessary to ensure that all Company Standards are consistently satisfied.

8. ROYALTY AND MARKETING FEE

A. Royalties

1. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Franchisee agrees to pay to Company a monthly royalty fee, calculated as percent (%) of Franchisee's monthly Gross Sales. In the event of a closure of the Franchised Restaurant exceeding fourteen (14) days in any month due to: (i) damage or destruction of the Premises or other casualty loss, or (ii) any other closure of the Franchised Restaurant that has not been expressly authorized by Company, the royalty shall be percent (%) of the monthly Gross Sales that the Franchised Restaurant averaged over the prior twelve (12) complete months of continuous operation; if the Franchise Restaurant was not in operation at least twelve (12) complete months, the royalty will be percent (%) of the average Gross Sales over the total complete months that the Franchise Restaurant was in continuous operation. The royalty described above (“Royalty”) is net of any tax, excluding income tax but including excise tax, or other fee imposed upon Company due to the collection of the Royalty, and shall be paid monthly by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to Company or Company's designee.

2. Royalty for Games and Devices

For Gross Sales resulting from the operation or conduct of games or coin or token-operated devices such as pay telephones; cash, credit or debit machines (including automated teller machines); newspaper stands; and any type of vending machines, including, without limitation, electronic devices of all types (collectively, "Games and Devices"), Franchisee agrees to pay to Company, during the term of this Agreement, a royalty of forty percent (40%) of Gross Sales from Games and Devices (the "Royalty for Games and Devices"). The Royalty for Games and Devices is net of any tax, including excise tax, or other fee imposed upon Company due to the collection of the Royalty for Games and Devices, and shall be paid monthly on the tenth (10th) day following receipt by Franchisee of the said Gross Sales. Each payment shall be made payable to Company or Company's designee.

B. Marketing Fee

Franchisee must pay to Company a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Franchisee’s Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is five percent (5%) of Gross Sales. Company has the right to increase or decrease the Marketing Fee percentage. It may only increase the Marketing Fee percentage upon majority vote, described as follows: Franchise Operators and Company will have one vote for each JACK IN THE BOX restaurant that they operate and that pays the then-standard Marketing Fee; however, Company’s voting rights will never fall below twenty percent (20%) of the total number of possible votes, regardless of the number of restaurants it operates. In no event

will the Marketing Fee percentage be increased in any twenty-four (24) month period by more than .5% of Gross Sales. The Marketing Fee shall be due and payable by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to Company or Company's designee.

C. Gross Sales Defined

The term “Gross Sales” means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Franchised Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. The term Gross Sales does not include the following: (1) any bona fide, documented federal, state or municipal sales taxes collected by you from customers and paid by you to the appropriate taxing authority; (2) the sale of food or merchandise for which refunds have been made in good faith to customers; (3) the sale of furnishing, fixtures, equipment and supplies used in the Franchised Restaurant; (4) the discounted value of payments made by coupon, or other promotional discounts, approved by us; (5) Gross Sales from Games and Devices; (6) the amounts of employee meal discounts; (7) any other items that Company may expressly permit in writing to be excluded from Gross Sales, such as certain sales benefiting charity.

D. Interest

Any Royalty payment or Marketing Fee not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by Company for Franchisees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to Company through a pre-authorized payment system (which authorizes Company to debit and credit Franchisee’s bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other payment method specified in writing by Company. Upon request, Franchisee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Franchisee must ensure that funds are available in Franchisee's bank accounts to cover the debits. Notwithstanding any designation by Franchisee, Company shall have sole discretion to apply any payments by Franchisee to any current or past due indebtedness of Franchisee for royalty, marketing fees, purchases from, or any other indebtedness to, Company or its Affiliates. To the extent permitted by law, Franchisee hereby waives the rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any other amounts due under this Agreement, for any reason, or to offset against such amounts, any monies allegedly due from, or any alleged obligations of, Company.

F. Security Interest

To secure prompt and complete payment of the "Obligations," as hereinafter defined, Franchisee hereby grants to Company a security interest in and to all of Franchisee's assets of any kind or nature used or useful in connection with the ownership and operation of the Franchised Restaurant, including, without limitation, the following (the "Collateral"):

1. all equipment, furnishings, fixtures, merchandise, inventory, goods and other tangible personal property;

2. all accounts, accounts receivable, other receivables, contract rights, leases, software, chattel paper and general intangibles;

3. all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, bank accounts and cash;

4. all books, records and documents relating to any Collateral;

5. all permits, licenses and franchises for the operation and ownership of the Franchised Restaurant, and all rights incident or appurtenant to such licenses, authorizations and permits; and

6. all accessions, additions and improvements to, and all replacements, substitutions and parts for, and all proceeds and products of, the Collateral, including proceeds of insurance.

The Obligations secured by the security interest in and to the Collateral include: all amounts owed by Franchisee to Company from time to time under this Agreement (including Royalties, Marketing Fees and interest); all amounts owed by Franchisee to Company from time to time under any other agreement between Company and Franchisee; all costs and expenses incurred by Company in order to enforce this Agreement and to collect the amounts due hereunder; and any advances made by Company to Franchisee.

Franchisee shall, at its sole cost and expense, execute and deliver to Company such other and further documents, instruments and agreements as reasonably requested by Company to create, maintain, perfect, or assure the priority of, the security interest granted hereby. Company is hereby appointed as agent and attorney-in-fact of Franchisee, which appointment is coupled with an interest, and shall be irrevocable so long as any of the Obligations remain outstanding, to execute and deliver such documents, endorsements and instruments, and to take all such other actions (to the maximum extent permitted by law) in the name and on behalf of Franchisee as Company may deem necessary or advisable to create, maintain, perfect, assure the priority of, or foreclose, its security interest in and lien on the Collateral.

9. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Records That Must Be Maintained

Franchisee agrees to keep complete records of the franchised business and for any Affiliate of Franchisee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years. Although Company reserves the right to change its record-keeping requirements with reasonable notice to Franchisee, the records it currently requires Franchisee to keep are:

1. Weekly cash and sales reports;

2. General ledger (defined as a ledger that contains a collection of all the assets, liabilities, owner's equity, Gross Sales and expense accounts);

3. Cash disbursements journal (check register);

4. Monthly bank statements and related canceled checks;

5. All tax returns (monthly and quarterly sales tax returns as well as corresponding Federal and State income tax returns, be it personal, partnership or other, on which the Franchised Restaurant's results have been declared);

6. Suppliers' invoices (both paid and unpaid);

7. Dated cash register sales information consisting of the following: daily sales reports/tapes, weekly sales reports/tapes, and weekly cumulative sales reports/tapes, as appropriate given the cash register system in use;

8. Quarterly Balance Sheets;

9. Quarterly Profit and Loss Statements;

10. Petty cash receipts;

11. Personnel and payroll records and documents required by federal, state or local laws for all of Franchisee’s employees;

12. Copies of all state sales tax returns relating to sales at the Franchised Restaurant;

13. Records showing that Franchisee and Franchisee’s employees are trained in accordance with Company’s training requirements, as specified in the Manuals; and

14. Documents evidencing the formation and ownership structure of any legal entity to which this Agreement has been assigned, including articles of incorporation,

bylaws, stock certificates, operating agreements, partnership agreements, and any similar documents relating to the entity.

B. Accounting Documents to be Periodically Submitted to Company

In addition to maintaining the above-referenced documents, Franchisee agrees to provide Company with the following documents in the time frames specified:

1. Quarterly and fiscal year to date profit and loss statements for the business, in the format prescribed by Company. These must be provided to Company within twenty-seven (27) days after the end of each quarter.

2. Quarterly balance sheets for the business in accordance with the fiscal year of the Franchisee. These must be submitted within twenty-seven (27) days of the end of each quarter, including the fourth quarter, of Franchisee's fiscal year.

3. Complete annual financial statements, which (if required by Company) shall be audited by a Certified Public Accountant acceptable to Company, together with a full identification of all persons with any ownership interest in the Franchisee and Franchised Restaurant, and the nature and extent of such interest. These must be submitted to Company within ninety (90) days after the close of each fiscal year of Franchisee. If Franchisee adjusts the annual financial statements after submitting them to Company, then Franchisee agrees to supply Company with such adjustments within thirty (30) days after making the adjustment.

4. If Company is unable to access, or for any reason does not obtain, Franchisee's weekly sales by restaurant through electronic polling of Franchisee's computer system, then Franchisee must submit its weekly sales figures to Company each Monday morning by telephone or facsimile, or at such time, or by such other means, as Company reasonably requests.

5. Such other accounting and financial records as Company may reasonably request from time to time.

The items listed in paragraphs 1, 2 and 3 above must be prepared in accordance with accounting principles generally accepted in the United States of America, which are consistently applied.

C. Taxes

Franchisee will pay to Company all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar taxes imposed upon or required to be collected by Company, on account of goods or services furnished to Franchisee through sale, lease or otherwise, or on account of collection by Company of, including but not limited to, the Franchise Fee, Royalty, or Royalty for Games and Devices. Franchisee will pay such taxes upon demand and in the manner designated by Company.

D. Audits

Company has the right at any time during business hours, without prior notification, to inspect and audit, or cause to be inspected and audited, at its own expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspection or audit will be conducted at the location where the business records are customarily maintained.

If the inspection or audit discloses an understatement of Gross Sales or Gross Sales from Games and Devices, Franchisee shall pay to Company within fifteen (15) days after receipt of the inspection or audit report, the Royalties and Marketing Fees (and rent, if the Premises are leased from Company) due on the amount of such understatement.

If the inspection or audit is made necessary by the failure of Franchisee to furnish reports, supporting records, financial statements, or other information as required by this Agreement; or to furnish such reports, information and statements on a timely basis; or if an understatement of Gross Sales or Gross Sales from Games and Devices for the period of any audit is determined by any such inspection or audit to be greater than one percent (1%), Franchisee must promptly reimburse Company for all reasonable costs of such inspection or audit, including without limitation, the charges of attorneys and any independent accountants, and the travel expenses, room and board and per diem charges for employees of Company. The foregoing remedies are not exclusive, but in addition to all other remedies and rights of Company under this Agreement or applicable law.

E. Release of Financial and Other Information

Franchisee hereby gives permission to Company to release to Franchisee's Owners, landlords and lenders, or prospective landlords or lenders, any financial and operational information relating to Franchisee and/or the Franchised Restaurant.

10. CONFIDENTIAL INFORMATION

A. Franchisee understands and acknowledges that Company has invested, and continues to invest, considerable sums of money in developing the System. Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other JACK IN THE BOX franchisees, it is necessary to protect certain information about the System as confidential.

B. For purposes of this provision, “Confidential Information” includes: product recipes and tests, ingredients used in Company’s products, product preparation procedures, customer service measures and techniques, franchise support procedures, supplier relationship and distribution system information, new product development information, product testing procedures and information, the Manuals, growth plans or strategies, real estate development plans or strategies, restaurant design plans, proposed restaurant sites, equipment designs, computer systems, business and development plans and strategies, training programs, access to and information contained on the JACK IN THE BOX restaurant intranet and other non-public JACK IN THE BOX websites (including

but not limited to training materials and reference manuals), consumer research results, marketing and advertising strategies and materials, financial performance (including but not limited to sales and earnings), and all other information designated by Company as confidential.

C. Confidential Information does not include: (a) information, concepts methods, procedures or techniques that are, or become generally known in the quick-service and quick-casual restaurant industries in the United States, other than through disclosure by Franchisee, whether deliberate or inadvertent; (b) the disclosure of Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose such information, provided that Franchisee has afforded Company with the opportunity to obtain an appropriate protective order or other assurance that the information will treated as confidential; or (c) information that Franchisee can demonstrate came to its attention prior to disclosure thereof by Company.

D. Franchisee will be provided with Confidential Information in connection with its operation of the Franchised Restaurant. Franchisee agrees that both during the term of this Agreement and thereafter, Franchisee (a) will use the Confidential Information only in the operation of the Franchised Restaurant, and not in any connection with any other business; (b) will not make copies of any Confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the Confidential Information to any person or entity who does not need access to it to operate the Franchised Restaurant; and (d) will not use the Confidential Information, or allow it to be used, for the benefit of any third party.

E. Franchisee acknowledges and agrees that all Confidential Information, including all customer data, customer contact lists, sales, transaction and restaurant operating data (provided that Confidential Information expressly excludes payment card information associated with in-restaurant customer transactions made in the Franchised Restaurant), is and will remain the sole and exclusive proprietary property of Company. Company may use that data in any manner that it deems appropriate, including, without limitation, providing general or consolidated financial or operating reports to existing and prospective franchisees and other third parties. Company hereby licenses use of such data back to Franchisee for the term of this Agreement and only for use in connection with the operation of the Franchised Restaurant. Franchisee may not use the data for any purpose other than operating the Franchised Restaurant, or sell or transfer any of the above data except to a buyer as part of an approved Transfer. Franchisee shall comply with any standards and policies that Company may issue relating to data used in the operation of the Franchised Restaurant. Franchisee shall immediately notify Company of any possible or actual data breach.

F. Company may require Franchisee to obtain from all partners, Owners, directors, officers and management personnel, as a condition of their employment or otherwise, covenants that they will maintain the confidentiality of all Confidential Information that they receive in connection with their employment at the Franchised Restaurant. Such covenants will be in a form satisfactory to Company, including, without limitation, specific identification of Company as a third-party beneficiary of such

covenants, with the independent right to enforce them. Franchisee may be required to provide Company with copies of all such covenants.

G. Company requires that all Owners sign a commercially reasonable Confidentiality and Non-Competition Agreement.

H. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Company in obtaining specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company may be entitled.

11. OWNERSHIP OF INTELLECTUAL PROPERTY

Franchisee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in Company, and that any use thereof by Franchisee shall inure to the benefit of Company. Franchisee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Franchisee agrees not to contest, directly or indirectly, the validity of Company's Marks or Company's ownership, title, right or interest in the Marks and/or the System and/or Company's sole right to register, use or license others to use the same. Franchisee agrees that all information loaned, or otherwise made available to him, and all disclosures made to him and not to the general public, by or at the direction of Company at any time before or during the term of this Agreement, including, but not limited to, the Manuals, specifications, and any modifications or amendments thereto, in their entirety are trade secrets of Company for purposes of this Agreement, and shall be kept confidential and used by him only in the operation of the Franchised Restaurant and any other franchised JACK IN THE BOX restaurants franchised to Franchisee.

If it becomes advisable at any time, in Company's sole discretion, to modify or discontinue use of any Marks or part of the System and/or to use one or more additional or substitute Marks or aspects of the System, Franchisee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Franchisee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair Company's right, title or interest in the Marks or System. Except as provided herein, Company shall not be required to participate in the defense of and/or to indemnify Franchisee for damages or expenses incurred by Franchisee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System.

Franchisee shall not institute any legal action or any other kind of proceeding based upon the Marks, without Company's prior written approval.

Franchisee shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Franchisee's use of any of the Marks or the System, and Company shall have the sole discretion to take such action, if any, it deems appropriate. Company may control any administrative proceedings or litigation affecting the Marks or the System. Franchisee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by Company. Company shall bear the legal expenses incident to Franchisee's participation in such action, except for the cost of Franchisee's personal legal counsel if Franchisee elects to be represented by counsel of his own choosing.

Company makes no express or implied warranty with respect to the validity of any Company Marks. Franchisee acknowledges Franchisee's understanding and agreement that Franchisee will be conducting business utilizing some Company Marks that have not been registered and that registration may not be granted for the unregistered Marks, and that some Company Marks may be subject to use by third parties unauthorized by Company.

12. INSURANCE

During the term of this Agreement, Franchisee shall obtain and maintain in full force and effect, at his own expense, such insurance coverages as may be required of Franchisees by Company. Such requirements shall be specified in the Manuals, or may be specified in any Lease Agreement between Company and Franchisee, or otherwise provided to Franchisee in writing by Company. Prior to the opening of the Franchised Restaurant and thereafter, throughout the term of this Agreement, Franchisee shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by Company, and noted on the applicable Certificate of Insurance. The insurance requirements including but not limited to coverages and policy limits, may be increased or modified from time to time by Company at its sole discretion. Requirements as of the date hereof are:

A. Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Franchisee under Section 13 of this Agreement.

B. Business Automobile Liability insurance including owned, leased, non-owned and hired automobile coverage, with a limit of not less than $1,000,000 per accident.

C. Workers' Compensation insurance as required by law, and Employer's Liability insurance with a limit not less than $1,000,000 per occurrence, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated.

D. "All Risk" property insurance covering: (a) the building (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Franchised Restaurant), including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months' fixed minimum rent.

E. Builders' All Risk insurance for the full replacement cost of all real and personal property involved in the construction when Franchisee is building, renovating, refurbishing or remodeling the Franchised Restaurant.

All insurance policies required hereunder of the Franchisee: (a) shall be primary and non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company and its Affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds," and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days' advance written notice to Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer of Rights of Recovery Against Others" endorsement (or its equivalent).

13. INDEMNIFICATION

Franchisee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) to third persons arising out of or in connection with the possession, ownership or operation of the Franchised Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Franchisee shall defend, indemnify and hold harmless Company, its Affiliates, employees, officers, directors and agents from all such claims, demands, losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of the indemnified parties.

If such claims are asserted against an indemnified party, Company shall notify Franchisee, and Franchisee will assume the defense of such claims. If Franchisee fails to assume the defense, then Company may defend in such manner as it deems appropriate. Franchisee shall reimburse the indemnified party for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

14. ASSIGNMENT OF THE FRANCHISE

A. This Agreement is personal to Franchisee (or if Franchisee is a legally formed entity, the Owners of Franchisee). Neither Franchisee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Franchisee, nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of Company. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

Absent Company's express written release of liability, Franchisee (and, if Franchisee is a legally formed entity, its Owners) shall remain liable for all obligations under this Agreement.

B. Any purported Transfer contrary to the provisions of this Agreement shall be void and of no force or effect.

C. Subject to the prior written consent of Company, Franchisee may assign this Agreement to a partnership, corporation or other legally formed entity other than a trust that is not then or thereafter to be engaged in any business other than operation of the Franchised Restaurant, and in which Owners of Franchisee shall own one hundred percent (100%) of the outstanding ownership interest in the same proportions as their respective interests in Franchisee prior to such assignment. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer in such assignee shall be made without Company's prior written approval. Franchisee, or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage ownership interest in Franchisee specified by Company in writing.

The Articles of Incorporation, By-Laws, and other similar documents of Franchisee, copies of which shall be provided to Company upon Company's request, shall at all times reflect the restrictions contained in this Agreement, unless otherwise directed by Company. All stock certificates or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to one or more JACK IN THE BOX restaurant Franchise Agreements, copies of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

D. At no time shall Franchisee be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Franchisee, each individual Owner of a partnership or corporation with a direct or indirect interest in Franchisee, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Franchisee.

E. Any Transfer, including (but not limited to) assignments among Owners of Franchisee, shall require, among other items: (i) delivery of an updated Certification of Entity Structure Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (iii) the payment by Franchisee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site to Company (other than in an assignment by the Owners to a corporation, which is one hundred percent (100%) owned by the Owners); (iv) the execution by each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Franchisee and Company; (v) the payment of all amounts owed to Company by Franchisee; (vi) the execution of a personal guarantee by each transferee, if the transferring Owner had executed the same; and (vii) such other conditions as Company may require.

F. There are no restrictions on Company's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of Company.

15. DEATH OR PERMANENT INCAPACITY OF FRANCHISEE

In the event of the death or incapacity of Franchisee or an Owner, the interest of such Owner or Franchisee may be transferred to the Owner or Franchisee's heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements relating to financial condition, character, and managerial qualifications and commitment for Franchisees, as in effect at the time of transfer; and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all the terms and conditions of this Agreement to the same extent as the original Franchisee.

If such person is not so approved, the Franchisee's personal representative shall use its best efforts to sell the Franchised Restaurant (or the interest therein) to a person acceptable to Company within twelve (12) months, subject to the Right of First Refusal

set forth in the following Section. During such period, Company shall have the option but not the obligation to operate and/or manage the Franchised Restaurant on Franchisee's (or his estate's) behalf until the interest is transferred to a person acceptable to Company. Company shall make a complete accounting, and shall forward the net income from the operation to Franchisee or his estate, less Company's expenses and a reasonable management fee, if it elects to operate and/or manage the restaurant. If the interest of the Franchisee or such Owner is not conveyed to a party acceptable to Company within a twelve (12) month period from the date of death or incapacity of such person, Company shall have the option but not the obligation to purchase such person's interest at fair market value, by giving notice of Company's intent to purchase within thirty (30) days of the end of such twelve (12) month period.

If, at the end of that time period, the interest of a deceased or incapacitated Franchisee or Owner has not been conveyed to a party acceptable to Company, and Company has not exercised its option to purchase such person's interest at fair market value, Company may immediately terminate this Agreement, which termination shall be effective upon receipt of notice thereof by Franchisee's or Owner's personal representative.

As used herein, "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Franchisee, partner or stockholder unable to substantially perform all of his duties in connection with the Franchised Restaurant, which is verifiable by medical findings, and appears reasonably certain to continue for at least one (1) year without substantial improvement.

16. RIGHT OF FIRST REFUSAL

Franchisee or any Owner shall give Company forty-five (45) days' written notice of any proposed sale of any interest in this Agreement, Franchisee, or the franchise (including, without limitation, any securities of Franchisee or the assets of the Franchisee), setting forth the name and address of the prospective purchaser, the price and terms of the offer, an application for Company's approval of the purchase in form acceptable to Company (completed by the prospective purchaser), a copy of the fully executed sales contract (expressly stating that the transfer is contingent upon Company approval and waiver of its right of first refusal), and such other information as Company may request. Company shall, upon receipt of all required information, then have the option to purchase the interest at the price and upon the terms of such offer. Company shall notify Franchisee within thirty (30) days after receipt of all such information (and from the furnishing of any additional information it may request) of its intent to exercise the option. If the proposed transaction includes assets of Franchisee not related to the operation of the Franchised Restaurant, Company may at its discretion exercise its option only with respect to the interest of the Franchised Restaurant. In such event, an equitable purchase price shall be allocated to each asset included in the proposed transaction. In exercising its rights under this section, Company shall be entitled to all customary representations and warranties from the Seller that assets are free and clear (or if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of

contracts inuring to the buyer or affecting the assets, whether contingent or otherwise. If a transfer is proposed to be made by gift, Company will designate, at its expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. Company may purchase the interest at the price determined by the appraiser.

This right of first refusal shall apply to any transaction in which any part of the legal or beneficial ownership of the license granted by this Agreement will be vested in other than Franchisee. The election by Company not to exercise its option to meet any offer shall not affect its right as to any subsequent offer. Any sale effected without first giving Company the right of first refusal shall be void and of no force and effect.

Notwithstanding the above, Company's right of first refusal is not applicable to a sale of furnishings or equipment of the Franchised Restaurant in connection with the replacement of such furnishings or equipment, or the disposal of excess furnishings or equipment, in the ordinary course of business.

If Company does not exercise its option, the proposed sale may nonetheless be concluded only with Company's written consent to the transfer. Such consent shall not be unreasonably withheld upon compliance with the conditions imposed by Company on such transfer, including, but not limited to, the following:

A. All obligations of Franchisee to Company, whether arising under this Agreement or otherwise, shall be fully satisfied at or prior to such transfer.

B. The prospective purchaser shall be approved as a Franchisee under Company's standards then in effect, including requirements relating to financial condition, character, managerial qualifications and commitment, and other conditions as Company may then be applying. It is understood that the prospective purchaser must meet with representatives of Company in San Diego, California, or such other location as Company may designate.

C. The prospective purchaser shall have completed Company's required training program for new franchisees to Company's satisfaction.

D. Company must be satisfied that the terms and conditions of the transaction will not negatively affect the possibility of success of the business in light of the conditions under which it is purchased; however, Company's review of the terms and conditions of the proposed transaction do not constitute a guaranty or warranty of the success or profitability of the Franchised Restaurant.

E. Execution by Franchisee seller of a general release in favor of Company in a form satisfactory to Company.

F. Company shall be paid a fee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site for its costs in connection with the transfer.

17. COMPLIANCE WITH OTHER AGREEMENTS

Franchisee shall comply with and perform all covenants contained in any other agreement, instrument, or other document between Company or its Affiliates, or any of them, and Franchisee or its Affiliates or Owners, or any of them. This includes, without limitation, any franchise agreement; lease agreement; note; any written or oral agreement; any account for the purchase of product or services between Company and Franchisee, whether or not pertaining to the Franchised Restaurant; and any Development Agreement signed between Franchisor and Franchisee. A default, in whole or in part, under any of the aforementioned agreements or notes, shall constitute a default under this Agreement.

18. TERMINATION

Company may terminate this Agreement and the license granted herein, or may exercise any lesser-included right, such as requiring a temporary closure of the Franchised Restaurant, upon any of the following grounds if Franchisee fails to correct the condition within the period specified, without prejudice to any other rights or remedies provided by law or under this Agreement:

A. Franchisee will be deemed to be in default under this Agreement, and all rights granted herein will immediately terminate automatically and without notice to Franchisee if any of the following events occur:

1. Franchisee makes a general assignment for the benefit of creditors.

2. Franchisee commences a voluntary petition under bankruptcy, insolvency or any similar law; or an involuntary case under bankruptcy or insolvency or similar law is filed against Franchisee and is either unopposed by Franchisee or is not dismissed within thirty (30) days of filing; or an order or decree for relief under bankruptcy, insolvency or similar laws is entered regarding Franchisee. Franchisee expressly waives all rights under the provisions of the bankruptcy or other applicable laws and rules, and consents to the immediate termination of this Agreement as provided herein. Franchisee agrees not to seek an order from any court, tribunal or agency in any jurisdiction relating to bankruptcy, insolvency, reorganization or any similar proceedings that would have the effect of staying or enjoining this provision.

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee’s business or assets or real or personal property is filed by, consented to or not opposed by Franchisee.

4. Franchisee becomes insolvent in that (a) Franchisee generally fails, or is generally unable, to pay its obligations as they become due in the regular course of business, or (b) the value of Franchisee’s assets is less than the value of its liabilities.

5. If Franchisee is a corporation, partnership or other legal entity and Franchisee is dissolved.

6. Execution is levied against the franchise, the Franchised Restaurant or property or the Premises.

7. A suit to foreclose any lien or mortgage against the Premises or equipment is instituted and not dismissed within thirty (30) days.

8. Franchisee at any time ceases to operate the Franchised Restaurant for a period of five (5) days other than due to a force majeure or as otherwise authorized by the Company in writing, or otherwise abandons the Franchised Restaurant; provided that, loss of premises due to eminent domain or similar government action shall not be considered a force majeure event.

9. Franchisee fails for any reason to commence operation of the Franchised Restaurant within one-hundred and twenty (120) days of the date of this Agreement.

B. Franchisee will be deemed to be in default, and Company may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. Termination will become effective immediately upon notice to Franchisee.

1. Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant.

2. Franchisee, Operator, Designated Market Operator, or any stockholder, member, partner, owner, director or officer of Franchisee, engages in conduct, or is arrested for, admits to, is convicted of, or pleads guilty or no contest to, any crime or offense that is reasonably likely to have a serious adverse effect on the System, the franchisees operating under the System, the Proprietary Marks, the goodwill associated therewith, or Company's interest therein.

3. Franchisee fails for a period of ten (10) days to make any of the payments required under this Agreement.

4. A final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal bond has been filed).

5. Franchisee discloses, makes any unauthorized duplicates of, or otherwise improperly divulges or uses the contents of the Manual or other confidential information provided to Franchisee by Company contrary to the terms of Sections 5A or 10 of this Agreement.

6. Franchisee creates, maintains, or submits to Company, any governmental agency or any financial institution, any books, records, reports or other information relating to the Franchised Restaurant that contains any materially false, inaccurate, incomplete or misleading statements, or omits any fact necessary in order to make the statements made not materially misleading.

7. Franchisee fails on three (3) or more separate occasions within any twenty-four (24) month period to comply with this Agreement, or to execute Company's standards as outlined in the Manuals as measured by Company's restaurant inspections, whether or not such failures are corrected after notice of default is given, or Franchisee fails on two (2) or more separate occasions within any twelve- (12) month period to comply with the same requirement under this Agreement, whether or not such failure to comply is corrected after notice of default is given.

8. Franchisee has made material misrepresentations or omissions in Franchisee's franchise application or this Agreement.

9. Franchisee makes any unauthorized use of the Marks, or fails to strictly comply with the terms set forth in Sections 1 or 11 of this Agreement.

C. Franchisee will be deemed to be in default and Company may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. If the condition is susceptible of being cured, Franchisee must correct the condition within the period specified below, or termination will be effective at the conclusion of the cure period.

1. Franchisee fails to maintain and operate the Franchised Restaurant in accordance with the standards and specifications, including, but not limited to, selling any product that Franchisee knows or should know does not conform to Company's specifications, failing to sell any product required by Company, or selling any product that is not approved by Company. Franchisee will have five (5) days to correct such condition.

2. Franchisee loses the right to possess the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Restaurant is located. Franchisee will have five (5) days to correct such condition.

3. Franchisee or any Owner of Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee in violation of the terms of Section 14 of this Agreement. Franchisee will have five (5) days to correct such condition.

4. Franchisee fails to comply with the in-term covenants in Section 19 of this Agreement or fails to obtain execution of the covenants required under that Section. Franchisee will have five (5) days to correct such condition.

5. Franchisee denies Company's right to inspect, examine or audit the Franchised Restaurant or the Franchisee's books. Franchisee will have five (5) days to cure such condition.

6. Franchisee fails to submit any financial statement or report when required, or his submission is incorrect or incomplete. Franchisee will have thirty (30) days to correct such condition.

7. Franchisee fails to pay any federal or state income, sales or other taxes due on the Restaurant's operations, unless Franchisee is in good faith contesting liability for such taxes. Franchisee will have five (5) days to correct such condition.

8. Franchisee violates any federal labor laws. Franchisee shall have fourteen (14) days to cure such condition.

9. Franchisee fails to keep the business open and in normal operation for such hours and days as Company may from time to time specify in the Manual or as Company may otherwise specify or approve in writing. Franchisee will have five (5) days to correct such condition.

10. Franchisee fails to make regular payments to Company or any vendor for any monies due and owing. Franchisee will have thirty (30) days to correct such condition.

11. Franchisee fails to begin the repair or restoration of the Franchised Restaurant within ninety (90) days after damage or destruction, and to diligently pursue such repair or restoration to completion within a reasonable time thereafter, or fails to insure the Franchised Restaurant as provided in Section 12. Franchisee will have thirty (30) days to correct such condition.

12. Franchisee fails to maintain the Franchise Restaurant and Premises in good condition and repair or fails to make all improvements determined by Company to be reasonable necessary to reflect the current System standards. Franchisee will have thirty (30) days to correct such condition.

13. Franchisee fails to comply with any other provision of this Agreement or defaults under any other franchise agreement, development agreement, lease agreement, note, or any agreement or account for the purchase of product or services between Company and Franchisee, whether or not pertaining to the premises. Franchisee will have thirty (30) days to correct such condition.

D. If any applicable law or rule requires greater prior notice of termination, the prior notice required by such law or rule will be substituted for the notice requirements specified above.

E. Company's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of Company to terminate this license because of any other occurrence of one or more of the aforesaid events.

F. Upon termination or expiration of this Agreement, Franchisee's right to use the Marks and the System shall terminate. Franchisee shall not thereafter identify himself as a JACK IN THE BOX Franchisee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Franchisee will immediately return to Company all Manuals, together with all other

material containing trade secrets, restaurant operating instructions or business practices of Company.

G. Franchisee grants to Company, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing Company's trade names or Marks at Franchisee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

H. Franchisee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the building as Company shall request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Franchisee fails to make such changes, Franchisee hereby consents to Company entering the Premises to make non-structural changes at Franchisee's expense.

I. In the event of termination for any default of Franchisee, any damage suffered by Company shall be a lien in favor of Company against the personal property, machinery, fixtures and equipment owned by Franchisee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of Company that exist under statute, regulation or common law.

19. RESTRICTIONS ON OTHER BUSINESS INTERESTS

A. Franchisee shall be responsible for notifying Company in writing of any intention of Franchisee, an Owner or an Operator to participate or engage, directly or indirectly, in any business activity other than JACK IN THE BOX restaurant business activities, at least ninety (90) days before (a) that person becomes a party to any agreement or understanding relating to such activity, or (b) such activity commences, whichever is earlier. Franchisee shall be responsible for providing Company with such information about the activity as Company may reasonably request from time to time, including but not limited to information about products that may be sold as part of that business activity. In the event of a dispute regarding whether Franchisee’s, an Owner’s or an Operator’s participation in a business activity would violate the terms of this Agreement, Franchisee and Company agree to mediate said dispute in accordance with the terms of Section 20C of this Agreement; however, in no event will Company be required to mediate such a dispute if Franchisee has not timely notified Company of the planned participation in the business activity.

B. Franchisee acknowledges that, pursuant to this Agreement, Franchisee, Owners and Operator will receive confidential and trade secret information, including but not limited to promotional, operational, training, sales and marketing methods, techniques, plans and concepts of Company and the System. Franchisee further acknowledges its obligation to develop the franchised business and to promote the interests of the System. Accordingly, Franchisee agrees as follows:

1. Except as otherwise approved by Company in writing, during the term of this Agreement, Franchisee, Owners, and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in, any restaurant business:

(i) whose format is similar to the format employed by the JACK IN THE BOX System at that time (currently, the JACK IN THE BOX System operates in a quick-service format, but Company may change that format at any time), and

(ii) 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, certain specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time.)

2. Except as otherwise approved by Company in writing, the restrictions set forth in Subsection B.(1) of this Section shall also apply to Franchisee upon the earlier of (a) the expiration or termination of this Agreement, or (b) the assignment of this Agreement by Franchisee, and apply to each Owner and Operator upon the earlier of (a) the expiration or termination of this Agreement, (b) the assignment of this Agreement by Franchisee or (c) when such person ceases to be associated with Franchisee and the Franchised Restaurant; provided, however, that upon those events:

(i) the restrictions shall apply for a continuous uninterrupted period of one year thereafter; and

(ii) the restrictions shall only apply to the following restaurant businesses:

- any restaurant business that is located within two (2) miles of any then-existing JACK IN THE BOX restaurant;
- any restaurant business that is located at the Franchise Restaurant Premises;
- any restaurant business that is located within two (2) miles of the Premises, whether or not a JACK IN THE BOX restaurant is then being operated on those Premises.

Franchisee acknowledges that, while Company has no obligation to expand the JACK IN THE BOX System, the number of JACK IN THE BOX restaurants and the locations of those restaurants may change over time.

3. The obligations of Franchisee, each Owner and Operator under Subsection B.(2) of this Section commence immediately upon expiration or termination of this Agreement, assignment of this Agreement by Franchisee, or upon the cessation of association of any Owner or Operator, whichever applies. If, at any time during the one-year period referred to in Subsection B.(2), Franchisee, the Owner or the Operator (as the case may be) fails to comply with its obligations under Subsection B.(2) of this Section, that period of noncompliance shall not be included in the one-year period described in Subsection B.(2)(i).

4. If any part of the restrictions in this Section is found to be unreasonable in time or distance by a court or other tribunal having valid jurisdiction, each month of time or mile of distance shall be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court or other tribunal to that deemed reasonable.

5. Franchisee, Owners and Operator may, during the term of this Agreement, own all or a portion of a business other than a JACK IN THE BOX restaurant on the condition that all provisions of this Agreement are met, and:

(i) Franchisee, Owners or Operator do not use or allow others to use any part of the JACK IN THE BOX System in such business;

(ii) such business is not advertised on or from the Franchised Restaurant Premises, and the business does not share and is not combined in any advertisement with the Franchised Restaurant; and

(iii) no business is directed or diverted at any time for any reason by Franchisee or Operator from the Franchised Restaurant to any such business.

6. Company shall have the right, in its sole discretion and without Franchisee's consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply immediately with the covenant as so reduced.

C. Subsections B.(1) through B.(3) of this Section shall not apply to ownership by Franchisee, Owners, Operator or their spouses of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation that is registered under the Securities Exchange Act of 1934, unless that individual also serves as a director or officer of, or in a management capacity in, such corporation.

D. Franchisee expressly agrees that any claim it may have against Company, whether or not arising from this Agreement, shall not constitute a defense to Company's enforcement of the covenants in this Section.

E. Franchisee acknowledges that its failure to comply with the requirements of this Section will cause Company irreparable injury, and Franchisee hereby accordingly agrees that, in addition to all other legal or equitable rights and remedies that Company

may have under this Agreement or otherwise, Company shall be entitled to seek the entry of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the requirements of this Section.

F. Franchisee expressly acknowledges that it possesses business skills and abilities of a general nature, and can exploit such skills and abilities in settings other than the restaurant or food service industries, and that enforcement of the covenants in this Section will not prevent Franchisee from engaging in an entire line of business, using his business skills and abilities, or earning a living.

G. Notwithstanding any other provision of this Agreement, this Section shall be governed by, construed in accordance with, and enforced under the laws of the State of California; provided, however, that if this Section is deemed unenforceable under California law, then it shall be governed by, construed in accordance with, and enforced under the laws of the State in which the Franchised Restaurant is located.

H. Franchisee shall obtain and furnish to Company an undertaking, to the same effect as the undertaking in this Section, from Franchisee's Operator (if Franchisee is not the Operator) and from such of the Owners, spouses of Owners and restaurant managers as Company may designate. The undertakings shall be in writing in a form approved by Company. Company may require Franchisee to furnish the undertakings at any time during the term of this Agreement.

20. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all attachments to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

Paragraph captions are used only for convenience, and are in no way to be construed as part of this Agreement, or as a definition limitation or construction of the contents or scope of the paragraph. Words of any gender used in this Agreement shall include every other gender, and words in the singular or plural shall include the other, where the context requires.

B. Non-Waiver

Company and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term) by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Company or Franchisee to exercise any right

under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Franchisee with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other Franchisees or licensees of JACK IN THE BOX restaurants; or the acceptance by Company of any payments from Franchisee after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies, which may be granted by law.

C. Non-Binding Mediation

1. Except as provided in Section C.(5), controversies, disputes and claims between Company, its Affiliates, and their shareholders, officers, directors, employees and agents, or any of them, on the one hand, and Franchisee, its Owners, partners, trustees, shareholders, officers, directors and agents, or any of them, on the other hand, arising out of or related to this Agreement, the Franchised Restaurant or the franchised business shall be subject to non-binding mediation pursuant to the terms of this Section C. Except as specified in Section C.(5), no litigation may be commenced between such parties prior to the mediation termination date, as defined in Section C.(4), on any claim which is subject to non-binding mediation hereunder, whether or not the mediation has been commenced. The commencement or pendency of litigation will not stay non-binding mediation required hereunder, and non-binding mediation required hereunder will not stay any litigation commenced in conformity with Section C.(5). Mediation under this Section C. is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to provide the parties with an opportunity to amicably and expeditiously resolve disputes in a cost-effective manner on mutually acceptable terms and conditions.

2. The non-binding mediation provided for hereunder shall be commenced by the party demanding mediation (the "complainant") by giving written notice of the demand for mediation (the "demand") to the party with whom mediation is sought (the "respondent"). The demand shall specify with reasonable particularity the matter or matters on which non-binding mediation is being sought. A copy of the demand shall be given by the complainant simultaneously to Company, if Company is not a complainant or a respondent.

3. Non-binding mediation hereunder shall be conducted in San Diego, California, by a mediator or mediation program designated by Company in writing (the "designation"), or by such mediator as complainant and respondent may otherwise agree to. Company shall send the designation to complainant and respondent within a reasonable time after its receipt of the demand.

4. Non-binding mediation hereunder shall be concluded within sixty (60) days of the giving of the demand, or such longer period as may be mutually agreed to in writing by the parties to the mediation (the "mediation termination date"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others,

and shall not be offered or admissible in any other proceeding or legal action whatsoever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator and mediation service.

5. If Franchisee is more than forty-five (45) days past due in any of its payments to Company, or is past due in an amount greater than the prior month's Royalty, whether under this Agreement or any other Agreement or account with Company, then Company shall not be required to seek or to participate in mediation of any matter or dispute under this Section C. (although Company reserves the right to require mediation), and Company shall be free to commence or to pursue litigation at any time. Company shall not be required to seek or to participate in mediation of any matter or dispute relating to the indemnification or insurance provisions of this Agreement (although Company reserves the right to require mediation). Nothing in this Section C. shall prevent any party from instituting or pursuing litigation at any time to preserve the status quo, protect the Proprietary Marks, protect the health or safety of the public, or avoid irreparable harm.

D. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Franchisee is located outside of California, and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Franchisee shall file any suit against Company or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where Company’s principal offices are located at the time suit is filed. Company may file any suit against Franchisee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where Company’s principal offices are located at the time suit is filed, or where Franchisee resides, or where the Franchised Restaurant is or was located, or where the claim arose; and Franchisee hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. Company and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Company against Franchisee, or by Franchisee against Company and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.

4. Any and all claims and actions arising out of, or relating to, this Agreement, the relationship of Company and Franchisee, or Franchisee's operation of the Franchised Restaurant, shall be commenced within two (2) years from the occurrence

of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

5. If Franchisee breaches this Agreement, Company shall be entitled to seek injunctive relief, in addition to such other relief to which it may be entitled in law or equity.

6. Company and Franchisee hereby waive to the fullest extent permitted by law any right to, or claim of, any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it.

E. Severability

If any material provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Franchisee shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

F. Notices

1. All notices to Company shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, national overnight carrier that provides a receipt, or by facsimile addressed to Different Rules, LLC at its offices at 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Corporate Secretary, or at such other address as Company shall from time to time designate in writing.

2. All notices to Franchisee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, or by facsimile or comparable electronic system, addressed to Franchisee or Operator at the Franchised Restaurant, the Premises or Franchisee's or Operator’s last designated-in-writing mailing address.

3. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by facsimile or comparable electronic system.

G. Franchisee Structure and Liability of Owners

Each Owner of Franchisee is individually bound by this Agreement. At no time shall Franchisee be owned by more than eight (8) persons, as defined in Section 14.D. Each Owner shall be jointly and severally liable to Company for any failure of Franchisee to perform any obligation under this Agreement.

H. Signatures and Modification

This Agreement is not effective unless signed by Company. This Agreement may be signed in counterparts, which, taken together, shall constitute one original document. This Agreement may be modified or amended only in writing, signed by both parties.

I. Continuing Obligations

All obligations of Company and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

J. Cumulative Remedies

The rights of Company and Franchisee hereunder are cumulative, and no exercise or enforcement by Company or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by Company or Franchisee of any other right or remedy hereunder to which Company or Franchisee is entitled by law.

K. Attorneys' Fees

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

L. Relationship of the Parties

Franchisee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of Company. Franchisee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company shall have no control over the terms and conditions of employment of Franchisee's employees. Franchisee shall indicate his independent ownership of the Franchised Restaurant in all public records and on stationery, business forms and checks. Franchisee shall exhibit at the Franchised Restaurant, in such places and in such form as may be designated by Company, a notification that the Franchised Restaurant is independently operated. No fiduciary relationship between the parties exists.

[SIGNATURES ON FOLLOWING PAGE]

DIFFERENT RULES, LLC
a Delaware limited liability company

By: _____
Name: Michael J. Snider
Title: Assistant Secretary
Date: _____

Entity Name,
a LLC/CORP

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

FRANCHISE RESTAURANT DESCRIPTION

ATTACHMENT B

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

FRANCHISEE: , a limited liability company/corporation

Date of Franchise Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Franchise Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Franchisee arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Franchisee, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Franchisee or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Company under the Agreement; and

5. the written acknowledgment of Franchisee, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

ATTACHMENT C

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

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ATTACHMENT D

AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM

Site No.

AMENDMENT TO FRANCHISE AGREEMENT AND GENERAL RELEASE

This Amendment to Franchise Agreement ("Amendment") is made and entered into as of _____, 20__, by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Company"), and ENTITY NAME], a [STATE] [corporation OR limited liability company] (collectively, "Franchisee"), in order to amend the Franchise Agreement, dated _____ ("Agreement"), relating to JIB No. _____, located at _____. Except as expressly provided in this Amendment, all terms used in this Amendment have the meanings established for those terms in the Agreement.

Company has created a Development Incentive program to encourage expansion of the Jack in the Box® franchised system. Company is willing to offer the Development Incentive under the terms and conditions set forth in this Amendment to franchisees who have committed to open a minimum of 3 (three) new restaurants pursuant to a development agreement dated _____ ("Development Agreement").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CHOOSE ONE OF THE FOLLOWING INCENTIVE PLAN OPTIONS:

[OPTION A]

1. Section 8.A.1 of the Agreement is hereby amended to provide that:

   a. For Gross Sales at the Franchised Restaurant for the period beginning [DATE OF FRANCHISE AGREEMENT], and continuing until [YEAR 2], the Royalty payable under the Agreement shall be equal to 1% of Gross Sales;

   b. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 2], and continuing until [YEAR 3], the Royalty payable under the Agreement shall be equal to 2% of Gross Sales;

   c. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 3], and continuing until [YEAR 4], the Royalty payable under the Agreement shall be equal to 3% of Gross Sales;

d. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 4], and continuing until [YEAR 5], the Royalty payable under the Agreement shall be equal to 4% of Gross Sales; and

e. For Gross Sales at the Franchised Restaurant for the period beginning [YEAR 5], and continuing until [YEAR 20], the Royalty payable under the Agreement shall be equal to 5% of Gross Sales.

If prior to the end of YEAR 5, the Development Agreement is terminated due to non-compliance, Franchisee agrees that the Royalty payable under this Agreement shall revert automatically and without notice, to the standard Royalty which is 5% of Gross Sales.

[OPTION B]

1. The Franchise Agreement is amended to add the following new section after section 8.A.1:

8.A.1.a. Notwithstanding anything in Section 8.A.1. to the contrary, Franchisee has received an interest-free loan from Company or one of its affiliates in the amount of $150,000.00, pursuant to the terms of the Promissory Note as shown in Attachment C of Franchisee's Development Agreement date_____, 20__ ("Note"); and Franchisee has agreed, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.]

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Company, its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Franchisee may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law, or (ii) under any state or federal security, blue sky or similar law, or (iii) in connection with allowances, discounts or compensation of any type received by Company from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

"1542 A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The release provided in this Section 2 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. The undersigned hereby certify that they have read all provisions of the foregoing release and the quoted California Civil Code Section, that they are represented by Counsel and have been advised or been afforded the opportunity to be advised of the effect of the provisions of such release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Amendment freely and without duress.

4. Except as expressly modified or amended pursuant to the provisions of this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment prevail.

5. This Amendment may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year shown opposite their signatures below.

DIFFERENT RULES, LLC,
A Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

ENTITY,
a _____ limited liability co./corp.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F-2

NONTRADITIONAL LICENSE AGREEMENT

JACK IN THE BOX

NONTRADITIONAL LICENSE AGREEMENT

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ATTACHMENT A - FRANCHISE RESTAURANT INFORMATION

ATTACHMENT B - GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

Site No. __

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company"); and _____, a [jurisdiction] [type of entity], with its principal place of business at _____ Licensee").

RECITALS

Company is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with JACK IN THE BOX restaurants (the "Marks").

Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for JACK IN THE BOX restaurants including distinctive designs, interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with uniform high standards for product quality and service and aesthetic effect of the restaurant premises.

Company operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Licensee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the Marks, and desires to use the System and the Marks which Company uses and makes available to its Licensees, in the operation of a JACK IN THE BOX restaurant in a nontraditional location. (The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities,

amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens.)

Licensee has submitted written information to Company in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, together with any material changes therein, and it is understood that Company is relying on all such information in granting this franchise.

In consideration of the foregoing, the fees and other sums payable by Licensee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. LICENSE: SCOPE AND TERM

Company grants to Licensee a limited nonexclusive license, subject to the terms and conditions hereof, for the term of this Agreement to use the System and the Marks, and such other Marks as Company may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Licensed Restaurant") at _____, more fully described in Attachment A hereto ("the Premises"), and at that location only. Licensee may not relocate the Licensed Restaurant. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Licensed Restaurant.

If the Licensed Restaurant is located within a larger building at the Premises ("Facility"), the Licensed Restaurant occupies the physical area of the Facility (comprising the Licensed Restaurant, whether a food-court, in-line application, stand-alone restaurant or other location, and any dedicated back of the house area), as indicated on the floor plan attached to Attachment A). If the Licensed Restaurant serves a limited menu (as indicated in attached Attachment A and as determined by Company in its discretion), Licensee may offer for sale and sell at the Premises only those menu items specified in Attachment A.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. If Licensee fails for any reason to commence operation of the Licensed Restaurant within six (6) months of the date of this Agreement, or if Licensee ceases to have the right to operate the Licensed Restaurant at the location set forth in Attachment A for any reason (including, without limitation, the expiration or termination of the Lease for the Premises or foodservice contract for the Premises), the license granted hereunder shall immediately cease. Licensee accepts this license with the understanding that this Agreement is not renewable, and that Company makes no assurance of the granting of a new license at expiration. This license is non-exclusive, is for the described location only, and does not in any way grant to or confer upon Licensee any proprietary rights or

goodwill rights to the Marks or to any country, province, state, area, market or territory. Company retains the right and is expressly permitted to engage in the wholesale and retail production, distribution and sale of products, including food products of any kind, (i) under the JACK IN THE BOX trademark or other trademarks, (ii) through Company-operated restaurants, Licensed Restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Licensee's restaurant. Company may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Licensee any rights therein.

2. FRANCHISE FEE

In consideration of the granting of this license, Licensee shall pay to Company, on or before the execution of this Agreement, the sum of twenty-five thousand dollars ($25,000). This entire sum is fully earned by Company upon the execution and delivery of this Agreement. The fee described above ("Franchise Fee") is net of any tax, excluding income tax but including excise tax or other fee imposed upon Company due to the collection of the Franchise Fee.

3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Licensee leases the Premises from a third party, Licensee must employ its best efforts to use Company's standard form lease or lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

1. The Premises must be used only for the operation of the Licensed Restaurant;

2. The landlord consents to the Licensee's use of such Marks and signage as Company may reasonably require;

3. The Licensee may not sublease or assign all or any part of its occupancy rights, or extend the term of, or renew, the lease without Company's prior written consent;

4. Licensee must use its best efforts to require that Licensee's landlord copy Company on any notices to Licensee that are related to Licensee's performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Licensee agrees to copy Company on Licensee's responses to such notices;

5. Company has the right to enter the Premises (a) during the term of this Agreement to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement and (b) after the expiration or termination of this Agreement to de-identify the Premises if Licensee fails or refuses to do so;

6. If Licensee is in default under the lease or if this Agreement is terminated, Company will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

7. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Licensed Restaurant is located; and

8. The lease shall require that the landlord deliver to Licensee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Licensee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Licensee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

You will not be permitted to open the Licensed Restaurant for business unless Company approves the lease in writing. Company's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of any restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE

Licensee represents, warrants and covenants as follows:

A. Licensee has delivered to Company a Certification of Entity Structure and Operation, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Licensee, if Licensee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to Company. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Licensee.

B. Licensee represents and warrants that all Owners (as defined in this Section) have executed, simultaneously with Licensee's execution of this Agreement, the form of Guaranty and Assumption of Licensee's Obligations (Attachment B). "Owner" means each person or entity that has any indirect or direct equity interest in Licensee.

C. Licensee must designate an individual as the operator ("Operator") of the Licensed Restaurant. The Operator must be approved by Company, in writing. Company may communicate with and give notice to Licensee through the Operator.

D. During the term of this Agreement, Licensee and Operator shall have full responsibility to ensure that the Licensed Restaurant is being operated in accordance with the terms of this Agreement and the standards as specified in the Manuals. Licensee or Operator shall utilize best and continuing efforts to promote and develop the business at the Licensed Restaurant.

E. Licensee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of Company; and no fiduciary relationship between the parties exists. Licensee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company shall have no control over the terms and conditions of employment of Licensee's employees.

F. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Licensee. Licensee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Licensed Restaurant and the Premises. Licensee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Licensee shall in no event permit a tax sale or seizure of the Licensed Restaurant, the Premises, or any equipment.

5. STANDARDS OF OPERATION

Licensee shall adhere to the System. Licensee shall meet all the standards and specifications, and follow the procedures communicated in writing by Company to Licensee.

A. The Manuals

The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by Company from time to time (collectively, “Manuals”), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company for the operation of a JACK IN THE BOX restaurant by Licensee. Licensee acknowledges receipt of the Manuals (in hardcopy, electronic copy or online) on loan for the term of this Agreement. Licensee shall strictly adhere to these standards, specifications and procedures. The Manuals shall be kept at the Licensed Restaurant at all times. Licensee agrees to accept and comply with any changes, modifications, revisions and additions made by Company to the menu and other elements of the System standards, specifications and procedures, which Company, in the good faith exercise of its judgment, believes to be necessary or desirable. (Wherever this agreement states that Jack in the Box may take action in its “sole discretion,” Jack in the Box will use good faith in its exercise of such discretion.)

The material contained in the Manuals consists of confidential trade secrets of Company, and Company is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Licensee

only in connection with the operation of the Licensed Restaurant and other licensed JACK IN THE BOX restaurants.

B. Construction and Maintenance of the Premises

The Premises shall be constructed and improved only as authorized and approved in writing by Company, and in conformity with all applicable laws and ordinances. The appearance and the condition of the Premises shall not be altered thereafter, except as may be approved in writing by Company. The Premises shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company's specifications. Licensee shall maintain the Premises in good condition and in conformity with the System, and shall make any improvements and alterations to the Premises as may be determined by Company to be necessary. Licensee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time as specified by Company. Licensee shall maintain the Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law and any modification to the Premises required by such laws, shall be approved in advance by Company and shall be made at Licensee's expense.

If Licensee leases the Premises, Licensee agrees that whenever it receives from its landlord any notice or other material document relating to Licensee's performance under the lease for the Premises including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Licensee will promptly forward a copy of that document to Company in accordance with the notice provisions of this Agreement.

C. Signs

Licensee shall display the Marks only in the manner authorized by Company. Licensee shall maintain and display signs (including menu panels, posters or similar items) ("Signs") as required by Company from time to time. Company requests for signage changes or upgrades may be as required from time to time to comply with Company requirements. Licensee shall display or use Signs only at the Premises or as otherwise permitted by Company for directional or similar uses for the Licensed Restaurant or Licensee's corporate offices. Licensee shall not place additional signs, menu panels, posters or similar items on the Premises. Licensee shall promptly discontinue the use of and destroy such items as are declared non-conforming or obsolete by Company, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Licensee shall use only equipment approved by Company in the Licensed Restaurant. Licensee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, and shall replace equipment as necessary. Company requests for equipment changes or upgrades may

be as required from time to time to comply with Company requirements. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in writing in advance by Company. If Company should determine that additional or replacement equipment is needed in order to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Licensee shall promptly obtain and install such new equipment within the reasonable time specified by Company. Upon notification that any equipment, furnishings or supplies do not meet Company specifications or standards, Licensee shall immediately cease and desist from using same.

E. Computer System

Licensee agrees to purchase or lease, install and maintain, at Licensee's sole expense, such data processing equipment, computer hardware and software, required dedicated telephone and power lines, high speed and wireless Internet connections (when and where available), modems, printers, mobile app-related equipment, and other computer-related accessory or peripheral equipment as required by Company and as necessary to permit Company to receive from Licensee, within the time periods required by this Agreement or as otherwise required by Company, that information and in that format/media as reasonably specified by Company.

Licensee shall comply with Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

F. Ingredients, Materials and Supplies

Licensee shall purchase from such sources as shall be approved by Company (of which Company or a subsidiary, parent, or other related entity ("Affiliate") may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Licensed Restaurant, as shall be specified in the Manuals or otherwise prescribed by Company in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. If Licensee desires Company to consider any alternative or additional sources of such ingredients, materials or supplies, Licensee shall submit to Company such information and samples as Company requests. At Licensee's expense, Company shall evaluate such alternative or additional source in accordance with its standards, and shall notify Licensee within a reasonable time of its receipt of such information and samples, of its approval or disapproval of such source; and if Company does not approve, of the reasons therefor. All costs and expenses associated with Company approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Licensee.

G. Menu, Service, Health and Cleanliness

Licensee shall offer for sale all of and only food and beverage products identified in Attachment A, which Company may modify from time to time by providing written notice

to Licensee. Licensee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics for the menu items served, and standards of health, cleanliness and sanitation which are contained in the Manuals, or are otherwise prescribed by Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company specifications or standards, Licensee shall immediately cease and desist from using same.

Licensee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that Company may require that Licensee use an "all inclusive" pricing structure or tiered pricing structure, and/or other pricing system, and Company may set maximum prices on products and services to the extent permitted by law. If Company imposes a maximum price on a particular item, Licensee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company may also require that certain products or services that are supplementary to the main products and services provided at Licensed Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by Company or its authorized representative shows that the Licensed Restaurant is not in substantial compliance with any System standard relating to food safety, Licensee shall reimburse Company for the reasonable cost of a re-audit. Additionally, if Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, Company may, in its sole discretion, exercise its rights under Section 15.B. ("Termination") or any lesser right, such as directing a temporary closure of the Licensed Restaurant until the situation can be corrected.

H. Hours of Operation

Company and Licensee will agree to the hours of operation for the Licensed Restaurant and those hours will be set forth in Attachment A ("Opening Policy"). Notwithstanding the foregoing, Licensee will not be required to operate the Licensed Restaurant when the adjacent businesses at the Facility are not operating, provided that Licensee must provide Company written notice of the modified hours of operation. If the Facility imposes any restrictions on the hours of operation for the Licensed Restaurant, Licensee shall provide Company written notice of such restrictions for approval by Company.

I. Personnel of the Licensed Restaurant

Licensee shall hire all employees of the Licensed Restaurant, and be fully responsible for the terms of their employment. Licensee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of Company and the System and, while on duty, comply with the personal appearance and hygiene standards set forth in the Manual.

J. Compliance with Laws

Licensee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations.

K. Advertising and Promotion

Licensee shall, at all times throughout the term of this Agreement, use reasonable efforts to advance the reputation of Jack in the Box Restaurants and the products sold under the Marks and to develop awareness of Jack in the Box Restaurants among consumers in order to increase the goodwill of the Marks and the System. Prior to use, Licensee must submit all advertising materials or any other materials that use or display the Marks to Company for approval, which approval shall not be unreasonably withheld.

L. Access to Premises

Company or its authorized representative shall have the right at any reasonable time, without prior notification to Licensee, to enter the Licensed Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Licensed Restaurant and its operation and the Premises during such periods as Company may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies, (c) interview personnel at the Licensed Restaurant, and (d) interview customers and prospective customers of the Licensed Restaurant, (e) conduct various surveys. Licensee agrees to cooperate fully with Company in connection with any such entries and activities. If Licensee's contract with the Facility restricts Company's access to the Facility, any inspection by Company will be in accordance with the Facility's policies and Licensee must undertake all reasonable efforts to facilitate Company's ability to conduct inspections at the Licensed Restaurant.

M. Participation in Tests

From time to time, Company may require Licensee to participate in tests of new products, equipment, services and procedures at the Licensed Restaurant. Company may require Licensee to use specific product pricing during the test period. Company will reimburse Licensee for certain documented out-of-pocket costs necessarily incurred by Licensee as part of the test; however, if the new product, equipment, service or promotions becomes a required component of the System, the Licensee will be responsible for paying a reasonable cost for the required component. Licensee is responsible for any soft costs associated with the testing, such as wages payable during training.

N. Delivery and Catering

Licensee may be required to offer delivery and catering services for all food and beverage products from the Licensed Restaurant in accordance with Company's delivery and catering standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

O. Proposed System Modification

Licensee may submit proposals for new or improved products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole and absolute discretion to accept or reject any such proposals. If any proposal by Licensee is adopted by Company and becomes part of the System, Licensee acknowledges that Company is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire, (or to the extent the work may not be deemed a "work make for hire" under applicable law, Licensee hereby irrevocably assigns to Company, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and there are no restrictions on use, and no compensation shall be due to Licensee. Licensee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

6. TRAINING

Prior to the opening of the Licensed Restaurant, the Operator and one restaurant manager for the Licensed Restaurant shall have completed Company's Certified Franchise Restaurant Manager Training Program in San Diego, California or such other location as may be designated by Company. After successful completion of such training program, the Manager shall be deemed a "Certified Franchise Restaurant Manager." During the term of the franchise, the Operator and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from time to time as may be directed by Company. If further training is required, the Licensee shall pay all traveling, living, compensation and other expenses as may be incurred for himself (or the Operator) and the individual restaurant manager.

Licensee shall conduct additional training for Licensee's employees as necessary to ensure that all Standards are consistently satisfied.

7. ROYALTY FEE AND MARKETING FEE

A. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Licensee agrees to pay to Company during the term of this Agreement, a royalty of five percent (5%) of Licensee's Gross Sales. In the event of a closure of the Licensed Restaurant exceeding fourteen (14) days in any month due to: (i) damage or destruction of the Premises or other casualty loss, or (ii) any other closure of the Licensed Restaurant that has not been expressly authorized by Company, the royalty shall be percent (%) of the monthly Gross Sales that the Licensed Restaurant averaged over the prior twelve (12) complete months of continuous operation; if the Licensed Restaurant was not in operation at least twelve (12) complete months, the royalty will be percent (%) of the average Gross Sales over the total complete months that the

Licensed Restaurant was in continuous operation. The royalty described above ("Royalty") is net of any tax, excluding income tax but including excise tax, or other fee imposed upon Company due to the collection of the Royalty, and shall be paid weekly on each Friday for the preceding week (weekly period to be ____ through following _____).

B. Marketing Fee

Licensee must pay to Company a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is one percent (1%) of Gross Sales. Company, in its sole discretion, has the right to increase or decrease the Marketing Fee percentage not to exceed five percent (5%) of Gross Sales. Company will spend the Marketing Fee for any purpose that Company in its sole discretion determines will support, promote, market or advertise the System or JACK IN THE BOX restaurants. Licensee acknowledges that the Licensed Restaurant may not benefit directly from the expenditures made by Company.

C. Gross Sales Defined

The term "Gross Sales" shall mean all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines or similar sources of revenue, and all other income of every kind and nature related to the Licensed Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Licensee to such governmental authority.

D. Interest

Any payment due from Licensee to Company that is not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by Company for Licensees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to Company through a pre-authorized payment system (which authorizes Company to debit and credit Licensee's bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other payment method specified in writing by Company. Upon request, Licensee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Licensee must ensure that funds are available in Licensee's bank accounts to cover the debits. Notwithstanding any designation by Licensee, Company shall have sole discretion to apply any payments by Licensee to any past due indebtedness of Licensee due to Company or its Affiliates.

By no later than 10:00 a.m. Central Time each Friday, Franchisee must submit, by electronic data transfer, computerized polling, or such other method as Licensor specifies, a report of the Gross Sales of the preceding week, and any other information Licensor may require. Licensee must allow Licensor to remotely access Licensee's computerized accounting systems, in Licensor's reasonable discretion, for such reporting purposes.

By no later than 10 a.m. Central Time on each Sunday, Company will transfer from the Licensed Restaurant's commercial bank operating account ("Account") the Royalty Fee and Marketing Fee for the week ending twelve (12) days earlier, in an amount determined based upon the Gross Sales report or determined by Company based on the records contained in the cash registers/computer terminals of the Licensed Restaurant. Each payment shall be made payable to Company or Company's designee.

F. No Offset

Licensee shall not be entitled to set off, deduct or otherwise withhold any royalty fees, interest charges or any other monies payable by Licensee under this Agreement on grounds of any alleged non-performance by Company of any of its obligations or for any other reason. Licensee shall pay to Company on demand any and all costs and expenses incurred by Company in collecting any monies owed to Licensee to Company. In addition, to the extent permitted by law, Licensee hereby waives the rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any other amounts due under this Agreement, for any reason.

8. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Computer Systems

Except as specifically permitted by the Licensor, Licensee must use certain brands, types, makes and models of communications and computer systems (including hardware and software) that Licensor may specify or require from time to time. This includes but is not limited to, a computerized point-of-sale system and a computer system for record keeping and other business functions. Licensor's development and modification of specifications for such systems may require Licensee to purchase, lease and/or license new or modified point-of-sale systems, computer hardware and software and to obtain service and support for such systems, hardware and software during the term of this Agreement.

B. Recordkeeping

Licensee shall keep and maintain complete and accurate books and records, using generally accepted accounting principles and in accordance with any procedures specified by Company in writing. Licensee shall keep complete records of the franchised business and for any Affiliate of Licensee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years.

C. Reports

At Company's request, Licensee shall, at its expense, provide to Company a profit and loss statement and balance sheet for the Licensed Restaurant within 90 days after the end of each of Licensee's fiscal year to be signed by Licensee or by Licensee's treasurer or chief financial officer attesting that the financial statements present fairly the results of operations of the Licensed Restaurant during the period covered. Company shall have the right, in its reasonable discretion, to require that Licensee submit audited statements for any fiscal year. Licensee shall submit to Company, for review or auditing, such other forms, reports, records, information and data regarding the Licensed Restaurant as Company may reasonably designate, in the form and at the times and places reasonably required by Company and as specified from time to time in the Manual or otherwise in writing.

D. Taxes

Licensee will pay to Company all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar taxes imposed upon or required to be collected by Company, on account of goods or services furnished to Licensee through sale, lease or otherwise, or on account of collection by Company of, including but not limited to, the Franchise Fee, Royalty, or Royalty for Games and Devices. Licensee will pay such taxes upon demand and in the manner designated by Company.

E. Audits

Company has the right at any time during business hours without prior notification to Licensee, to inspect and audit, or cause to be inspected and audited, at Company's expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspections or audits will be conducted at the location where the business records are customarily maintained. If an inspection or audit discloses an understatement of Gross Sales or Gross Sales from Games and Devices, Licensee shall pay to Company within fifteen (15) days after receipt of the inspection or audit report, the Royalties, Marketing Fees and any other amounts due on such understatement plus interest. If any inspection or audit discloses an understatement of Gross Sales for the period of the audit greater than 1%, Licensee also shall promptly reimburse Company for the reasonable cost of the audit or inspection.

9. CONFIDENTIAL INFORMATION

Licensee understands and acknowledges that **(1)** Company has invested, and continues to invest, considerable sums of money in developing the System; **(2)** Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other JACK IN THE BOX Licensees, it is necessary to protect certain information about the System as confidential; **(3)** Licensee will be provided with confidential Information in connection with its operation of the Licensed Restaurant; **(4)** Licensee has no right to disclose any part of the System to anyone who is not an

employee of Licensee; **(5)** Licensee will disclose to its employees only those parts of the System that an employee needs to know; and **(6)** Licensee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition for which Company would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Licensee acknowledges and agrees that all Confidential Information, including all customer data, customer contact lists, sales, transaction and restaurant operating data, is and will remain the sole and exclusive proprietary property of Company. Company may use that data in any manner that it deems appropriate, including, without limitation, providing general or consolidated financial or operating reports to existing and prospective franchisees and other third parties. Company hereby licenses use of such data back to Licensee for the term of this Agreement and only for use in connection with the operation of the Licensed Restaurant. Licensee may not use the data for any purpose other than operating the Licensed Restaurant, or sell or transfer any of the above data except to a buyer as part of an approved Transfer. Licensee shall comply with any standards and policies that Company may issue relating to data used in the operation of the Licensed Restaurant. Licensee shall immediately notify Company of any possible or actual data breach. Company in its sole discretion may require any Owners to sign a commercially reasonable Confidentiality and Non-Competition Agreement.

Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that Company or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement. Licensee agrees that both during the term of this Agreement and thereafter, Licensee (a) will use the confidential Information only in the operation of the Licensed Restaurant, and not in any connection with any other business; (b) will not make copies of any confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the confidential Information to any person or entity who does not need access to it to operate the Licensed Restaurant; and (e) will not use the confidential Information, or allow it to be used, for the benefit of any third party.

10. OWNERSHIP OF INTELLECTUAL PROPERTY

Licensee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in Company, and that any use thereof by Licensee shall inure to the benefit of Company. Licensee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Licensee agrees not to contest, directly or indirectly, the validity of Company's Marks or Company's ownership, title, right or interest in the Marks and/or the System and/or Company's sole right to register, use or license others to use the same. Licensee agrees that all information loaned, or otherwise made available to Licensee, and all disclosures made to Licensee and not to the general public, by or at the direction of Company at any time before or during the term of this Agreement, including, but not limited to, the Manuals, specifications, and any modifications or amendments thereto, in their entirety are trade

secrets of Company for purposes of this Agreement, and shall be kept confidential and used by Licensee only in the operation of the Licensed Restaurant.

If it becomes advisable at any time in Company's sole discretion to modify or discontinue use of any Marks or part of the System and/or to use one or more additional or substitute Marks or aspects of the System, Licensee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Licensee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair Company's right, title or interest in the Marks or System. Except as provided herein, Company shall not be required to participate in the defense of and/or to indemnify Licensee for damages or expenses incurred by Licensee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System. Licensee shall not institute any legal action or any other kind of proceeding based upon the Marks without Company's prior written approval.

Licensee shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Licensee's use of any of the Marks or the System, and Company shall have the sole discretion to take such action, if any, it deems appropriate. Company may control any administrative proceedings or litigation affecting the Marks or the System. Licensee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by Company. Company shall bear the legal expenses incident to Licensee's participation in such action, except for the cost of Licensee's personal legal counsel if Licensee elects to be represented by counsel of his own choosing.

In the adoption of a corporate or partnership name, Licensee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by Company to be confusingly similar to the Marks.

Licensee is not permitted to establish websites, social media venues, or domain names which in any way shape or form incorporate the JACK IN THE BOX marks, name, initials or indicia into his web address. Licensee is not permitted to establish websites or domain names linking to the JACK IN THE BOX site without the prior written permission of Company.

11. INSURANCE

During the term of this Agreement, Licensee shall obtain and maintain in full force and effect, at his own expense, such insurance coverages as may be required of Licensees by Company in writing. The insurance requirements including but not limited to coverages and policy limits, may be increased or modified from time to time by Company at its sole discretion. The current requirements are:

Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in

an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Licensee under Section 12 of this Agreement.

Business Automobile Liability insurance including owned, leased, non-owned and hired automobile coverage, with a limit of not less than $1,000,000 per accident.

Workers' Compensation insurance as required by law, and Employer's Liability insurance with a limit not less than $1,000,000 per occurrence, and such other insurance as may be required by the state or locality in which the Licensed Restaurant is operated.

“All Risk” property insurance covering: (a) the Premises (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Licensed Restaurant), including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months’ fixed minimum rent.

Builders' All Risk insurance for the full replacement cost of all real and personal property involved in the construction, when Licensee is building, renovating, refurbishing or remodeling the Licensed Restaurant.

Company and its Affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, shall be named as “additional insureds,” and the policies shall contain an “Additional Insured-Designated Person or Organization” endorsement (or its equivalent), except workers' compensation insurance only. Licensee annually shall provide Company with certificates of insurance reflecting Licensee’s insurance coverage.

12. INDEMNIFICATION

Licensee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) to third persons arising out of or in connection with the possession, ownership or operation of the Licensed Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Licensee shall defend, indemnify and hold harmless Company, its Affiliates, employees, officers, directors and agents from all such claims, demands, losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of the indemnified parties.

If such claims are asserted against an indemnified party, Company shall notify Licensee and, at Company’s election, Licensee must assume the defense of such claims or Company will defend such claims in the manner Company deems appropriate. If Company requires Licensee to defend such claims and Licensee fails to assume the defense as required by Company, then Company may defend in such manner as it deems

appropriate. Licensee shall reimburse the indemnified party (or Company if Company steps in to defend the matter) for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

13. ASSIGNMENT BY Company

There are no restrictions on Company's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of Company.

14. ASSIGNMENT BY LICENSEE

This Agreement is personal to Licensee (or if Licensee is a legally formed entity, the Owners of Licensee). Neither Licensee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Licensee, the Licensed Restaurant, or the Licensed Location nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of Company. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

Any Transfer shall require, among other items: (i) delivery of an updated Ownership Information Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (iii) the payment by Licensee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per Licensed Restaurant to Company; (iv) the execution by each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Licensee and Company; (v) the payment of all amounts owed to Company by Licensee; (vi) the transferor corrects any material defaults; (vii) the execution of a personal guarantee by each transferee, if the transferring Owner had executed the same; (viii) the transferee and its employees complete all training required by Company; (ix) at Company's election, execution of an assignment agreement or the then-current standard franchise agreement for the remainder of the term of this Franchise Agreement; and (x) such other conditions as Company may require.

15. TERMINATION

A. This Agreement shall automatically terminate if Licensee's contract to provide foodservice at the Facility terminates or expires without renewal. In addition, Licensee may terminate this Agreement following 60 days' written notice to Company if

Licensee's client at the Facility instructs Licensee in writing to cease operating the Licensed Restaurant (provided Licensee has exercised reasonable efforts to arrange a meeting between Licensee's client and Company, if Company so elects, to discuss the continued operation of the Licensed Restaurant). If Licensee's contract to provide foodservice at the Facility permits Licensee's client to take this action on shorter notice, the notice period provided in that contract shall govern, provided Licensee has provided Company a copy of the relevant contract provision.

B. Except as otherwise provided in this Agreement, Licensee shall have 30 days after written notice of default from Company within which to remedy any default under this Agreement and provide evidence of that remedy to Company. If any such default is not cured within that time, this Agreement shall terminate without further notice to Licensee effective immediately upon expiration of that time, unless Company notifies Licensee otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, Licensee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Licensee begins taking the actions necessary to correct the default during the 30 day cure period and diligently and in good faith pursues those actions to completion. Licensee will be in default under this Agreement for any failure to comply with any of the material requirements imposed by this Agreement, the Manual or otherwise in writing, or to carry out the terms of this Agreement in good faith.

C. Notwithstanding the provisions of preceding Section 18.B., if Licensee defaults in the payment of any monies owed to Company when such monies become due and payable and Licensee fails to pay such monies within 10 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless Company notifies Licensee otherwise in writing.

D. If Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, Company may immediately terminate this Agreement by providing written notice to Licensee without opportunity to cure. In the alternative, Company may, in its sole discretion, direct a temporary closure of the Licensed Restaurant until the situation can be corrected.

E. If Licensee has received two or more notices of default within the previous 12 months, Company shall be entitled to send Licensee a notice of termination upon Licensee's next default within that 12-month period, without providing Licensee an opportunity to remedy the default.

F. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

G. Company's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of Company to terminate this license because of any other occurrence of one or more of the aforesaid events.

16. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, the following obligations apply:

A. Licensee's right to use the Marks and the System shall terminate. Licensee shall not thereafter identify itself as a JACK IN THE BOX Licensee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Licensee will immediately return to Company all Manuals, together with all other material containing trade secrets, restaurant operating instructions or business practices of Company.

B. Licensee grants to Company, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing Company's trade names or Marks at Licensee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

C. Licensee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the Premises as Company shall request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Licensee fails to make such changes, Licensee hereby consents to Company entering the premises to make non-structural changes at Licensee's expense.

D. In the event of termination for any default of Licensee, any damage suffered by Company shall be a lien in favor of Company against the personal property, machinery, fixtures and equipment owned by Licensee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of Company that exist under statute, regulation or common law.

E. All obligations of Company and Licensee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

17. RESTRICTIONS ON OTHER BUSINESS INTERESTS

Licensee covenants and agrees that, during the term of this Agreement and, if this Agreement is terminated prior to the end of the Initial Term, for a period of 1 year following such termination, Licensee and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise,

help, make loans to, or have any direct or indirect interest in, any foodservice operation at the Facility: whose format is similar to the format employed by the System at that time (currently, the JACK IN THE BOX System operates in a quick-service format, but Company may change that format at any time), and 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, certain specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time. This restriction shall not apply to Licensee's existing restaurant or foodservice operations, if any, which are identified in Attachment A.

Company shall have the right, in its sole discretion and without Licensee's consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Licensee of written notice thereof, and Licensee shall comply immediately with the covenant as so reduced.

Licensee shall obtain and furnish to Company an undertaking, to the same effect as the undertaking in this Section, from Licensee's Operator (if Licensee is not the Operator) and from such of the Owners.

18. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement may be modified or amended only in writing, signed by both parties.

B. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Licensee is located outside of California, and such provision would be enforceable under the laws of the state in which Licensee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Licensee shall file any suit against Company or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where Company's principal offices are located at the time suit is filed. Company may file any suit against Licensee, arising out

of this Agreement or otherwise, in any federal or state court in the judicial district where Company's principal offices are located at the time suit is filed, or where Licensee resides, or where the Licensed Restaurant is or was located, or where the claim arose; and Licensee hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. **Company and Licensee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Company against Licensee, or by Licensee against Company and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.** Licensee and Company waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

4. Except for payment owed by one party to the other party, and unless prohibited by applicable law, any and all claims and actions arising out of, or relating to, this Agreement, the relationship of Company and Licensee, or Licensee's operation of the Licensed Restaurant, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

5. Company and Licensee hereby waive to the fullest extent permitted by law any right to, or claim of, any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it.

C. Notices

All notices to Company shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, or cable or by facsimile addressed to Jack in the Box Inc. at its offices at 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Corporate Secretary, or at such other address as Company shall from time to time designate in writing. All notices to Licensee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, or by facsimile or comparable electronic system, addressed to Licensee or Operator at the Licensed Restaurant, the Premises or Licensee's or Operator's last designated-in-writing mailing address. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by facsimile or comparable electronic system.

D. Attorneys' Fees and Costs

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

E. Guarantees

All owners, directors and officers of Licensee shall sign the attached guarantee of Licensee's obligations under this Agreement.

DIFFERENT RULES, LLC	**LICENSEE:**
By: _____	*By*: _____
Title: _____	*Title*: _____
Date: _____	*Date*: _____
By: _____	*By*: _____
Title: _____	*Title*: _____
Date: _____	*Date*: _____

ATTACHMENT A

FRANCHISE RESTAURANT INFORMATION

1. Licensed Location/Premises (attach floor plan of Facility):
2. Limited Menu (if applicable):
3. Opening Policy/Operating Hours:
4. Existing Foodservice Operations (if applicable):

ATTACHMENT B

GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the License Agreement dated as of _____ ("Agreement") by Jack in the Box Inc. ("Company"), entered into with _____ ("Licensee"), the undersigned ("Guarantors"), each of whom is an officer, director, or owner of Licensee, hereby personally and unconditionally agree as follows:

Guarantors hereby: **(A)** guarantee to Company and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Licensee and any assignee of Licensee's interest under the Agreement shall **(1)** punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and **(2)** punctually pay all other monies owed to Company and/or its affiliates; **(B)** agree to be personally bound by each and every provision in the Agreement; and **(C)** agree to be personally liable for the breach of each and every provision in the Agreement.

Each Guarantor waives: **(1)** acceptance and notice of acceptance by Company of the foregoing undertakings; **(2)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(3)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(4)** any right Guarantor may have to require that an action be brought against Licensee or any other person or entity as a condition of Guarantor's liability; **(5)** all rights to payments and claims for reimbursement or subrogation which Guarantor may have against Licensee arising as a result of the execution of and performance under this Guarantee; **(6)** any law or statute which requires that Company make demand upon, assert claims against or collect from Licensee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Licensee or any others prior to making any demand upon, collecting from or taking any action against Guarantor with respect to this Guarantee; **(7)** any and all other notices and legal or equitable defenses to which Guarantor may be entitled; and **(8) any and all right to have any legal action under this Guarantee decided by a jury**.

Each Guarantor consents and agrees that: **(1)** his/her/its direct and immediate liability under this Guarantee shall be joint and several; **(2)** he/she/it shall render any payment or performance required under the Agreement upon demand if Licensee fails or refuses punctually to do so; **(3)** such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Licensee or any other person; **(4)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which Company may from time to time grant to Licensee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be

continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Licensee to Company under the Agreement;

and **(5)** monies received from any source by Company for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by Company. In addition, if any Guarantor ceases to be an owner, an officer or director of Licensee, that person agrees that the obligations under this Guarantee shall continue to remain in force and effect unless Company in its sole discretion, in writing, releases those person(s) from this Guarantee.

If Company brings an action to enforce this Guarantee in a judicial proceeding or arbitration, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(1)** failure of timely payment or performance of the obligations under this Guarantee; **(2)** breach of any agreement or representation contained or referred to in this Guarantee; **(3)** the dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any Guarantor; and/or **(4)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any Guarantor. If a Default occurs, the obligations of Guarantor shall be due immediately and payable without notice. Upon the death of one of any Guarantor, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. Company's interests in and rights under this Guarantee are freely assignable, in whole or in part, by Company. Any assignment shall not release the undersigned from this Guarantee.

The enforcement sections of the Agreement shall apply to this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal.

GUARANTORS:

Date: _____

_____
Print name: _____
Address: _____
_____

Date: _____

_____
Print name: _____
Address: _____

EXHIBIT G-1

SINGLE UNIT DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123, ("Company") and , whose address is ("Developer"), who agree as follows:

1. RECITALS. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Company is the owner of the name Jack in the Box® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with the *Jack in the Box* restaurants (the "Marks").

B. Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to, management and operating systems and controls and uniform standards, specifications and procedures for the purchase, preparation and sale of food and beverage products and the operation of quick service restaurants, and a distinctive building design, decor and color scheme (the "System").

C. The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages which are described in operating manuals for *Jack in the Box* restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for *Jack in the Box* restaurants and other written materials; and (c) a public image that each *Jack in the Box* restaurant is a unit in an established quick service restaurant system and that all *Jack in the Box* restaurants are operated with uniform high standards for product quality and service and aesthetic effect of the restaurant premises.

D. Company operates and grants franchises to operate restaurants known as *Jack in the Box* restaurants using the System and the Marks.

E. Developer recognizes the uniqueness, confidentiality and value of the System and the advantages and benefits which may be obtained by using the System and the Marks in the operation of *Jack in the Box* restaurants and desires to acquire rights to develop, and acquire franchises to operate, *Jack in the Box* restaurants.

F. Developer has submitted written information to Company to induce Company to enter into this Agreement, including, but not limited to, an Application Package, together with any material changes therein, and it is understood that Company is relying on all such information in entering into this Agreement.

G. Developer has obtained expansion approval, if Developer is an existing Jack in the Box franchisee, from Company. Developer represents and warrants that all Owners (as defined in this Section 1.H.) have executed, simultaneously with Developer's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment C). "Owner" means each person or entity that has any indirect or direct equity interest in Developer.

H. In consideration of the foregoing, and the mutual covenants contained in this Agreement, the parties now desire to enter into this Agreement upon the terms and provisions set forth below.

2. DEFINITIONS OF TERMS. As used in this Agreement, the following terms shall have the meanings defined in this Section unless a different meaning is plainly required by the context:

A. "Affiliates" shall include people, partnerships, corporations or other legal entities that directly or indirectly own or control Developer or Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. "Compliance Date" shall mean _____, as defined by Company.

C. "Development Rights" shall mean the right to construct a single *Jack in the Box* restaurant within the Development Area and enter into a "Franchise Agreement" (as defined below) to operate such restaurant, subject to the terms and conditions of this Agreement.

D. "Development Area" shall mean the particular site or larger area described on Exhibit A, attached hereto and incorporated herein by this reference.

E. "Developed Restaurant" shall mean the *Jack in the Box* restaurant to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which Company signs this Agreement.

G. "Fast Food Restaurant" shall mean a restaurant offering prompt service from a limited menu and selling food and beverage products for consumption at or from the premises of the restaurant.

H. "Owner(s)" shall mean the owner(s) of Developer if Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, and shall include all shareholders, general or limited partners, or members of such entity.

3. GRANT OF RIGHTS.

A. In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Until such time as this Agreement expires or is terminated, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than Developer; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

B. This Agreement is not a Franchise Agreement and does not grant to Developer any right to use the System or the Marks; any such rights will be acquired, if at all, only under and in accordance with the terms and conditions of Franchise Agreements entered into with Company.

4. TERM. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence on the Effective Date and expire on the Compliance Date.

5. DEVELOPMENT FEE. In consideration of the rights granted herein, Developer shall pay to Company, concurrently with the signing of this Agreement, a development fee of $50,000 ("Development Fee"). The Development Fee paid by Developer to Company shall be nonrefundable and shall be deemed fully earned by Company when paid. Company will credit the Development Fee against the franchise fee under the Franchise Agreement for the Developed Restaurant.

6. OPERATOR. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurant and to act as Company's principal contact with Developer. Company may communicate with and give notice to Developer through the Operator. The Operator shall have authority to represent Developer and enter into agreements and modifications of agreements on behalf of Developer and bind Developer to such agreements and modifications.

If Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, the Operator shall at all times maintain the percentage ownership interest in the Developer as required by Company in writing. Additionally, Operator shall at all times maintain the same

percentage ownership interest in all Franchise Agreements to be signed hereunder, free and clear of all mortgages, pledges, liens, security interests and other encumbrances.

Developer agrees to cause the Operator to maintain actual involvement in the operations of the Developed Restaurant and to devote the best efforts of Developer to the restaurant operations and the success thereof.

7. DEVELOPMENT REQUIREMENTS.

A. Developer agrees to cause the Developed Restaurant to be open and in operation on or before the Compliance Date. In addition, Developer agrees to obtain: (i) site approval ("Site Approval"); and (ii) lease approval if the site on which the Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 8, below.

[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company shall make such site available to Developer and Developer shall undertake acquisition and development of such site in accordance with the provisions of the attached Addendum, which shall supplement and control the parties' duties and obligations regarding acquisition and development thereof.]

Once Site Approval, Lease Approval, and all required permits have been obtained, Developer shall diligently pursue construction of the Developed Restaurant to ensure the Developed Restaurant opens at the earliest reasonable time, but in any event on or prior to the Compliance Date.

Developer acknowledges that time is of the essence in this Agreement. Developer timely obtaining Site Approval and Lease Approval, and constructing and opening the Developed Restaurant are of material importance to Company. Failure by Developer to adhere to open the Developed Restaurant on or before the Compliance Date, shall constitute a default under this Agreement as provided in Section 16 below.

B. If the opening is delayed because of "Force Majeure" (as defined below), then for the period of the delay in opening, up to a maximum of six (6) months following the Compliance Date, the Developed Restaurant shall be deemed "open and in operation" for purposes of determining compliance with this Agreement. For the purposes of this Agreement, "Force Majeure" shall mean only acts of God, strikes, embargoes, war or riot.

C. The Developed Restaurant may be closed for up to three (3) consecutive days after having been opened, and still be deemed in operation for purposes of determining whether Developer has satisfied the obligation to open on or before the Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed "in operation."

8. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Site Approval and Lease Approval from Company for the Development Restaurant, as well as to satisfy the conditions to Site Approval listed on Exhibit B, attached hereto and incorporated herein by this reference, all of which must be accomplished before beginning the development process. Developer agrees to obtain all required Site Approval and Lease Approval in accordance with Company's then current criteria and procedures, including without limitation, submitting the then current Expansion Application and Site Acquisition Package. Such approval shall be made by Company in writing and delivered to Developer.

B. Developer shall comply with the following procedure for obtaining Site Approval:

(1) For the proposed site of the Developed Restaurant, Developer shall submit a Site Acquisition Package ("SAP") in the form specified by Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee ("RESC") Approval Form duly signed by an authorized representative of Company and no other approval, whether oral or written, shall be effective or binding on Company. Site Approvals are valid until the expiration or earlier termination of the Development Agreement under which the Site Approval was granted, unless a shorter period is identified by Company during the Site Approval process.

(3) Company may refuse to approve the proposed site for the Developed Restaurant if it believes the potential long term sales impact on one or more surrounding restaurants is excessive. Developer acknowledges that Developer may be required to pay for one or more trade area surveys on one or more surrounding restaurants in order to provide Company with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Date, the term of this Agreement or any other provision of this Agreement.

C. If Developer leases the real property for the Developed Restaurant from a third party, Developer must use its best efforts to use Company's standard form of lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

(1) Developer may not use the premises for the operation of any business other than a Jack in the Box restaurant.

(2) The landlord consents to Developer's use of such marks and signage as Company may reasonably require.

(3) The landlord agrees that whenever it sends any notice, lease amendment or other material document pertaining to the lease or the Premises to Developer, it will simultaneously send a copy to Company.

(4) Company has the right to enter the premises to make any modification necessary to protect its marks or to cure any default under the lease or the Franchise Agreement, including the right to enter upon expiration to de-identify the premises if Developer fails or refuses to do so.

(5) If Developer is in default under the lease, Company will have the right to cure the default, and after cure, to assume the lease and sublease the premises for all, or any part of, the term of the lease.

(6) A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Developed Restaurant is located.

(7) The landlord agrees to deliver to Developer a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Developer is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Developer's use and possession of the premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

(8) If the Developed Restaurant is located within a shopping facility or similar multi-tenant facility, the landlord shall not at any time permit or allow the tenancy or operation of any drive-through fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the premises that is owned or controlled by that landlord.

D. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or property owners until Company has given Site Approval as provided herein.

E. Developer agrees to do, or cause to be done, the following, all at its own expense:

(1) Obtain the right to use the site to construct, maintain and operate a *Jack in the Box* restaurant;

(2) Secure all financing required to fully develop the restaurant;

(3) Prepare and submit required Site Acquisition Package for Company approval to secure JIB Site #;

(4) Use Company approved architect to complete site-adapted project design work (related to Company provided prototypical plans);

(5) Obtain Company approvals for project plans according to Company site plan submission, review, and approval procedures;

(6) Obtain all required building, utility, sign, health, sanitation, and business permits and licenses and any other required permits and licenses;

(7) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company

(8) Install only Company approved finishes and décor in accordance with prototypical plans and specifications;

(9) Purchase an opening inventory of food and other supplies and materials; and

(10) Prior to, and as a condition to final sign off by Company, Developer shall provide to Company complete and accurate development cost detail with respect to the developed Restaurant, in a format and including such information as Company may require, including, without limitation, (i) land costs (purchase price or annual leasing costs), (ii) architectural and engineering fees and costs, as well as any other fees and costs incurred for other professional advisors or consultants, (iii) fees associated with all governmental approvals and permits, (iv) construction costs, including cost of materials and any fees and costs charged by any general contractors, subcontractors, other direct contractors, kitchen equipment consolidators, sign vendors, lighting and other equipment vendors, and (v) any costs associated with the purchase and set up of small wares at the developed Restaurant.

F. Upon Developer's written request, Company will furnish standard prototypical building plans and specifications for *Jack in the Box* restaurants reflecting Company's requirements for design, decor, finishes, furnishings, furniture, layout, equipment, fixtures and signs for *Jack in the Box* restaurants as in effect from time to time. Developer must use a Company approved architect to for site-adaption, design, engineering, and permitting.

G. It shall be the responsibility of Developer to have prepared all required construction plans and specifications that comply with applicable ordinances, building codes, Federal laws, permit requirements, and lease requirements and restrictions. If alterations of any kind are required for any reason, Developer shall submit to Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

9. OPENING OF THE RESTAURANT. Following Site Approval by Company of the proposed restaurant location, Developer shall enter into the then current form of the Franchise Agreement used by Company to grant franchises to operate *Jack in the*

Box restaurants in the state in which the specified Developed Restaurant is located ("Franchise Agreement"), and shall pay the "Franchise Fee" (as defined in the Franchise Agreement). Nothing in this Agreement shall be construed as obligating Company to enter into a Franchise Agreement with respect to any restaurant if Developer has not obtained Site Approval and Lease Approval in accordance with Section 8 and/or if Developer is otherwise in breach of any of its obligations under this Agreement. Developer agrees not to open a *Jack in the Box* restaurant for business until all of Developer's obligations under this Agreement have been fulfilled.

10. APPROVALS. Whenever Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company's image and operational requirements. Developer, Franchisee, and any agents associated with either, remain solely responsible for the costs, safety, adequacy, workmanship, design, and construction of the site, any buildings on the site, and all materials used in the construction of the improvements at the site; compliance with all laws related thereto; and all other aspects of the development process.

11. NON-ASSIGNABILITY.

A. This Agreement is personal to Developer. Except as provided herein, neither Developer nor any Owner shall sell, assign or otherwise transfer this Agreement or any direct or indirect right or interest in the development rights granted, nor permit any such assignment or transfer to occur directly or indirectly, whether by agreement or operation of law; nor pledge, mortgage, hypothecate, give as security for an obligation, or in any manner encumber any right under this Agreement or any direct or indirect interest in Developer, without the prior written consent of Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company shall expressly consent to such release from liability. Any purported sale, assignment, pledge, mortgage, hypothecation or encumbrance contrary to the provisions of this Agreement shall be void and of no force or effect.

B. Subject to the prior written consent of Company, Developer may assign this Agreement to a corporation, partnership or limited liability company, that is not then or thereafter to be engaged in any business other than the development and operation of *Jack in the Box* restaurants and in which Owners of Developer shall own one hundred percent (100%) of the outstanding securities. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer or issuance of shares in such corporate assignee shall be made without Company's prior written approval. Developer or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage of the voting, capital and profits interest in outstanding securities of the corporation, partnership or limited liability interests as required by Company in writing. The Articles of Incorporation and/or By-Laws, partnership agreement or limited liability agreement, or any similar formation documents, copies of which shall be provided to Company, shall at all times reflect the restrictions contained herein, unless otherwise directed by Company; and all stock certificates shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to a *Jack in the Box* Development Agreement, a copy of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

C. At no time shall Developer be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Developer, each individual owner of a partnership or corporation, with a direct or indirect interest in Developer, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Developer.

D. Any assignment of any interest in the development rights, including (but not limited to) assignments among Owners of Developer, shall require, among other items, (i) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (other than in an assignment by the Owners to a corporation, partnership of limited liability company which is one hundred percent (100%) owned by the Owners before the assignment); (iii) the signing by each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all transactions or occurrences of any kind before the proposed assignment, whether arising out of the development relationship or otherwise, between Developer and Company; (iv) the signing of a personal guarantee by each transferee, if the transferring Owner had signed the same; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

E. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

12. <u>DEATH OR INCAPACITY OF DEVELOPER</u>. In the event of the death or incapacity of Developer, Operator or any Owner (hereinafter the "deceased"), the interest of such Developer, Operator, or Owner may be transferred to the heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all of the terms and conditions of this Agreement to the same extent as the deceased.

If such person is not so approved, the deceased's estate or personal representative shall use its best efforts to assign the deceased's interest in this Agreement to a person acceptable to Company within six (6) months after the date of death or incapacity of the deceased. If the deceased's interest is not conveyed to a party

acceptable to Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company may, at its option, terminate this Agreement upon ten (10) days' written notice to the estate or personal representative and any remaining Owners. In the event of termination, Company shall not be obligated to refund any fees paid to it hereunder.

As used herein "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Developer, Operator, or Owner unable substantially to perform all of their responsibilities in connection with this Agreement which is verified by a medical authority acceptable to Company and appears reasonably certain to continue for at least one (1) year without material improvement.

13. COMPLIANCE WITH LAW. Developer shall secure and maintain in good force in its name all required licenses, permits and certificates relating to the development, construction and operation of a *Jack in the Box* restaurant. Developer shall conduct the business of development, construction and operation of the Developed Restaurant in full compliance with all applicable laws, ordinances and regulations.

14. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties or making the parties partners, joint venturers or employees of the other, or to make either party liable for any of the debts or obligations of the other party, and Developer shall in no way be considered as an agent, employee or representative of Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Developer or *Jack in the Box* restaurants.

15. INDEMNIFICATION / INSURANCE.

A. Developer agrees to indemnify, defend, and hold Company harmless against, and to reimburse Company for, any and all losses, liabilities, damages (actual or consequential) and taxes, and all costs and expenses of defending any claim brought or tax levied against Company in any judicial, administrative or arbitration proceeding (including, without limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses), which Company may suffer, sustain or incur directly or indirectly out of or by reason of, arising from or in connection with, the ownership, development or operation of *Jack in the Box* restaurants, except for damages arising directly out of Developer's proper use of Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company and to offer Developer a reasonable opportunity to assume the defense thereof. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. Developer agrees to obtain and maintain insurance as follows:

(1) during the construction of the restaurant, policy(ies) of Builders' Risk Insurance for the full replacement cost of all real and personal property to be constructed. In addition, Developer will cause each contractor and subcontractor performing work to maintain the following insurance: (i) commercial general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence and aggregate, written on a “per occurrence” policy form, covering bodily injury, property damage and personal injury, (ii) workers' compensation insurance as required by law and employer's liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Developed Restaurant will operate, and (iii) business automobile liability insurance, including owned, leased, non-owned and hired automobile coverage with a limit not less than $1,000,000 per accident. Company and its affiliates, and any other parties as Company may request, shall be named as “additional insureds” on all insurance required by this section (other than workers' compensation insurance), regardless of whether such insurance is provided by Developer and/or by any of its contractors and/or subcontractors.

(2) on or before signing of any Franchise Agreements, such insurance coverages as are required under the *Jack in the Box* Franchise Agreements.

C. All insurance policies required in Section 15.B. (1) and (2) above shall name Company and its affiliates, and any other parties as Company may request, as “additional insureds.”

D. Developer's performance of its obligations to maintain insurance shall not relieve Developer of liability under the indemnity provision hereinabove.

E. Throughout the term of this Agreement, Developer shall deliver to Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) evidencing its compliance with this Section 15.

16. DEFAULT; REMEDIES.

A. Time is of the essence with respect to all of Developer’s obligations under this Agreement. Except as otherwise provided by law, developer shall be in default under this Agreement if Developer breaches or otherwise fails to perform any of its obligations under this Agreement, including, without limitation, items (1) through (8) set forth below, and fails to cure such breach or failure within the period specified below, and if no time is specified, then within thirty (30) days after receipt of written notice. Without prejudice to any other rights or remedies that Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all development rights granted hereunder, in which event Company shall have the unrestricted right to operate or license persons or entities other than Developer to develop and to operate one or more *Jack in the Box* restaurants within the Development Area. Company shall retain the Development Fee.

(1) Developer fails to open the Developed Restaurant on or before the Compliance Date.

(2) Developer fails to obtain Site Approval or Lease Approval before the commencement of construction of the Developed Restaurant.

(3) Without Company's prior written consent, Developer assigns, transfers or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement in whole or in part.

(4) Developer's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Developer by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing. This Agreement shall terminate upon this occurrence without notification to Developer as if that date were the expiration date, and Developer expressly waives all rights under the provisions of the Bankruptcy Rules and consents to the immediate termination of this Agreement. Developer agrees not to seek an Injunctive Order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision.

(5) Developer shall fail to obtain or renew licenses or permits necessary for the performance of Developer's obligations under this Agreement.

(6) Developer shall fail to comply with any other terms, provisions or conditions of this Agreement, or any Franchise Agreements signed pursuant to the terms of this Agreement.

(7) Any *Jack in the Box* Franchise Agreement(s) under which Developer is an Owner or Operator are terminated.

(8) Developer is delinquent in excess of sixty (60) days in the payment of any amount due under any Franchise Agreement with Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

B. The termination of this Agreement and the Development Rights:

(1) Shall not affect or diminish the binding force or effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and

(2) Shall not release Developer from obligations to pay any sums owed under this Agreement or to pay any franchise fees, royalties or other sums owed to Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company is entitled by law to enforce. If Developer is in default under this Agreement beyond any applicable cure period, in addition to all other rights and remedies available to Company as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief.

17. COSTS AND ATTORNEYS' FEES. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if Company or Developer is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting and legal fees.

18. INTERPRETATION. The Exhibits, Introduction, Definitions and Preambles to this Agreement are a part of this Agreement, which constitutes the entire Agreement of the parties (all prior representations, negotiations and agreements being merged into this Agreement), and there are no other oral or written understandings or agreements between Company and Developer relating to the subject matter of this Agreement. The headings of the several Sections and Paragraphs are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires. This Agreement may be signed in duplicate counterparts, each of which shall be deemed an original.

19. WAIVER OF OBLIGATIONS. Company and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of Company or Developer to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Developer with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other developers, franchisees or licensees of *Jack in the Box* restaurants; or (iii) the acceptance by Company of any payments from Developer after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies which may be granted by law.

20. SEVERABILITY. Company and Developer agree that if any of the provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall

be construed according to its fair meaning and not strictly against Company or Developer. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Developer shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

21. BROKER. Developer warrants that Developer has not appointed and does not contemplate appointing any broker, agent or other person who would be entitled to a fee or commission upon the signing of this Agreement. Developer agrees to hold Company safe and harmless from any fee or commission claimed by any person purporting to act for or on Developer's behalf. Nothing in this Agreement shall be construed as prohibiting either party from employing attorneys, accountants or patent or trademark agents to advise and carry out professional services on its behalf.

22. TRADEMARKS. Developer acknowledges Company's absolute right to the Marks (registered and unregistered) and disclaims any right or interest therein or to the goodwill attaching thereto. Developer agrees that any rights, privileges and benefits, legal or otherwise, resulting from the use of any of the Marks or other Company names, slogans and symbols shall inure to Company only.

Neither Developer nor any company controlled by Developer shall at any time during the term of this Agreement or thereafter use any of the Marks except as authorized in writing by Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, Developer shall not incorporate or form or cause to be incorporated or formed any company or unincorporated body of persons with a name which includes any reference to any of the Marks or the name Company or any variations or abbreviations or any words confusingly similar.

Some of the Marks have been registered in the United States Patent and Trademark Office; however, Company makes no express or implied warranty with respect to the validity of any of the Marks. Developer acknowledges Developer's understanding that Developer will be conducting business pursuant to Franchise Agreements entered into with Company, using some Company Marks which have not been registered and that registration may not be granted for the unregistered Marks and that some of the Marks may be subject to use by third parties unauthorized by Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer’s use of any of the Marks or the System. Company shall have the sole discretion, at its expense, to take such action as it deems appropriate to prevent unauthorized persons from using the Marks. If requested by Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company

in such action. Developer shall not institute any legal action or other kind of proceeding based upon the trademarks which Developer is licensed to use under this Agreement without the prior written approval of Company.

23. NOTICES. All notices, reports and other information permitted or required to be delivered hereunder shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested, postage fully prepaid, cable or by facsimile addressed to:

Different Rules, LLC: Different Rules, LLC
9357 Spectrum Center Blvd
San Diego, CA 92123
Attention: Franchise/Development Manager

Developer: _____
_____
_____

Addresses may be modified from time to time by either party by written notice to the other party. Notices which are sent by mail shall be deemed delivered on the earlier of actual receipt or delivery to the address specified as evidenced by the return receipt. Notices sent by facsimile, cable or comparable electronic system shall be effective on the business day following the day they were sent.

24. MISCELLANEOUS.

A. This Agreement shall become valid when signed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Developer is located outside of California, and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

B. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

C. Venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego, California or within the courts of the United States of America located within the Southern District of California.

D. This Agreement may only be modified by a written instrument signed by the parties.

DEVELOPER:

_____

Date:_____

DIFFERENT RULES, LLC

By:_____
Its:_____

Date:_____

EXHIBIT A

Development Area
[to be provided]

Note: The Development Area may be a single parcel or may include a larger territory. If the Development Area constitutes a single site, there will be a one mile radius within which Developer will be granted protected development rights. **[Optional Language if the Development Area constitutes a larger territory: Developer will be granted protected rights within such territory; provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain nontraditional locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens. Notwithstanding any provision of the Agreement to the contrary, at any time, Company may develop and operate, or franchise others to develop and operate, Jack in the Box® restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by Company and/or other developers shall not constitute a violation of the Agreement. If Company permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.]**

EXHIBIT B

Conditions to Site Approval
[to be provided]

EXHIBIT C

GUARANTY AND ASSUMPTION OF
FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF DEVELOPER's OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

DEVELOPER: , a limited liability company/corporation

Date of Development Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Development Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Developer arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Developer, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Developer or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Developer to Company under the Agreement; and

5. the written acknowledgment of Developer, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Developer shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

EXHIBIT D

ADDENDUM TO DEVELOPMENT AGREEMENT – Assign Lease

[To be used if Company may assign its interest in the Master Lease to Developer and obtain a release of the obligations thereunder]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____, ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"). Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto) and Lease Approval, if applicable, with respect to Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into that certain Real Estate Purchase Contract and Receipt for Deposit, dated _____ [or Lease, dated _____] ("____ Contract"), with the owner of Site No. ____ ("____ Owner"), pursuant to which Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company makes no warranties or representations regarding such materials, and Developer shall be responsible to perform its own due diligence with respect to Site No. ____. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Contract. If, despite Developer's best efforts, the ____ Contract is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and

sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the Compliance Date.

3. Among other items, the ____ Contract contains terms which Developer is obligated to perform, at Developer's sole cost and expense. Notwithstanding the fact that Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form attached to this Exhibit D, and incorporated herein by this reference, pursuant to which Company shall assign its rights and delegate its duties under the ____ Contract to Developer, and Developer shall assume the obligations of the buyer [tenant] thereunder, and agree to abide by all of the terms and provisions of the ____ Contract, including, without limitation, the following: _____. Upon such assignment, Company will be released from any further duties or obligations under the ____ Contract.

Developer will use best efforts to satisfy and(or) waive all of the contingencies set forth in the ____ Contract and shall adhere to the timing and contingency timeframes set forth in the ____ Contract and in this letter agreement. Upon satisfaction of the contingencies set forth in the ____ Contract, Developer will waive the contingencies set forth in the ____ Contract, pull any and all required permits for the construction of all buildings and improvements to be located on Site No. ____, and proceed to close escrow for the acquisition of Site No. ____. Thereafter, Developer shall construct all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. All permits shall be issued in the name of Developer. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the buyer under the ____ Contract, and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments relating thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No.

____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, (i) any deposits, reimbursements, or other payments due the ____ Owner pursuant to the ____ Contract; and (ii) any fees payable to third party consultants for services rendered in connection with the acquisition, investigation and development of Site No. ____, whether engaged by Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s). Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Contract, but in any event in compliance with the schedule set forth in Section 7.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement for Site No. ____, which will be effective upon commencement of business at Site No. ____ and shall have a term of twenty (20) years. Upon execution of such Franchise Agreement, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an “AS IS” basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, or the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all “Claims” (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, “Claims”), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein by Developer and(or) any change or modification of the plans by Developer, or the construction of the improvements by Developer at Site No. ____.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

Attachment to Exhibit D

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation], whose business and post office address is 9357 Spectrum Center Blvd, California 92123 ("Assignor"), and _____, whose business and post office address is _____ ("Assignee"), who agrees as follows:

WITNESSETH

That the Assignor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of the right, title and interest of the Assignor in and to that certain [Real Estate Purchase Contract and Receipt for Deposit, dated _____, by and between _____, as seller ("Seller"), and Assignor, as buyer ("Purchase Agreement") OR Lease, dated _____, by and between _____, as landlord ("Landlord"), and Assignor, as tenant ("Lease")]. Pursuant to the [Purchase Agreement/Lease], Assignor has agreed to [buy/lease] that certain real property located at _____, as more particularly described in therein ("Property").

The foregoing assignment shall be subject to the observance and performance by the Assignee of all of the covenants and conditions contained in the Purchase [Agreement/Lease], which according to the terms and provisions thereof, are or ought to be observed and performed by the [buyer/tenant] therein named.

The Assignee hereby assumes the obligations of the [buyer/tenant] under the [Purchase Agreement/Lease] and shall, as of and from the date hereof, faithfully observe and perform all of the covenants and conditions contained the [Purchase Agreement/Lease] which are or ought to be observed and performed by the [buyer/tenant] therein named, and will at all times hereafter indemnify, defend and save the Assignor harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of any kind whatsoever, including without limitation, attorneys' fees and costs, arising out of or resulting directly or indirectly from the breach or nonobservance of the covenants and conditions contained in the [Purchase Agreement/Lease]. Assignee shall not amend, modify or extend any of the provisions or conditions of the [Purchase Agreement/Lease] without the prior consent of Assignor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and permitted assigns.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed these presents effective as of the day and year set forth above.

Assignor:

JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

Assignee:

_____

By execution below, _____ ("[Seller/Landlord]"), consents to the assignment and assumption set forth above, and agrees that, effective as of the date hereof, Assignor is hereby fully and forever released, acquitted and discharged from any and all duties, liabilities or obligations under the [Purchase Contract/Lease].

[Seller/Landlord]
_____

EXHIBIT E

ADDENDUM TO DEVELOPMENT AGREEMENT – Site Due Diligence

[To be used if Company will perform Due Diligence and turn the site over to Developer to complete construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"), including, without limitation, obtaining Site Approval and Lease Approval, if applicable. Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue

satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Developer shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith. All permits shall be issued in the name of Developer, and Developer shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the tenant under the ____ Underlying Lease and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

3. Developer shall be granted access for the purpose of performing the construction and other development activities described in this Addendum ("Development Activities"), at Developer's sole cost and expense. Developer assumes all risk associated with the performance of the Development Activities, and shall indemnify, defend and hold Company and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Development Activities or the entry onto Site No. ____. In no event shall Company or Company's insurance carrier be liable for any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents. Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required

under Company's standard Franchise Lease and shall provide Company with certificates of insurance such indicating such coverages.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, any deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Due Diligence Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Agreement. Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto) and Lease Approval, if applicable, with respect to Site No. ____. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Underlying Lease, but in any event on or before the Compliance Date. Immediately upon completion of construction of the ____ Improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges

shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein and(or) any change or modification of the plans, or the construction of the improvements at Site No. ____ by Developer.

Developer: Different Rules, LLC

_____ By: _____

Title: _____

EXHIBIT F

ADDENDUM TO DEVELOPMENT AGREEMENT – JIB Constructs

[To be used for any Developed Restaurant where Company will build the restaurant and turn it over upon completion of construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail. Company and Developer agree and acknowledge that the following provisions shall apply with respect to the development of Site No. ____, located at _____ ("Site No. ____"):

1. Developer shall obtain Expansion Approval in connection with its intended operation of Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this Addendum is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that, in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

3. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in

position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Company shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith, subject to reimbursement by Developer, as described below. All permits shall be issued in the name of Company, and Company shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Company's cost and expense, subject to reimbursement by Developer, as described below. Company shall construct such building and improvements and install furniture, fixtures, and equipment necessary to operate a Jack in the Box® restaurant at Site No. ____. Such work shall be done in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes. Company shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment.

4. Developer shall reimburse Company for any and all costs and expenses incurred by Company in connection with the acquisition, investigation, development, and construction of Site No. ____, including, without limitation, (i) any and all taxes or assessments related thereto, (ii) any internal overhead or other associated charges, (iii) any deposits, reimbursements, or other payments, whether due the ____ Master Lessor pursuant to the ____ Underlying Lease, or to any other party or agency, (iv) consulting fees, engineering and design fees, costs of inspections, investigations, testing, and other due diligence matters, title and survey costs, application fees, permit and licensing fees, costs for labor and materials to construct the building and improvements, utility connection fees and charges, and (v) any and all other out-of-pocket costs and other expenses incurred by Company. Developer agrees that it shall also pay Company the additional sum of $50,000.00 to compensate Company for services rendered in connection with the acquisition, investigation, development, and construction of Site No. ____ ("Development Services Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation, development and construction of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Development Services Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Addendum.

5. Developer will commence business operations at Site No. ____ as soon as possible following turnover of the completed restaurant by Company. Immediately upon completion of construction of the building and improvements at Site No. ____ by Company, or earlier as may be required by Company, Developer shall execute and deliver a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____

Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Franchise fees, royalties and marketing fees will be charged as set forth in the Franchise Agreement.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

EXHIBIT G-2

MULTI-UNIT DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company") and , whose address is ("Developer"), who agree as follows:

1. RECITALS. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Company is the owner of the name Jack in the Box® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with the *Jack in the Box* restaurants (the "Marks").

B. Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to, management and operating systems and controls and uniform standards, specifications and procedures for the purchase, preparation and sale of food and beverage products and the operation of quick service restaurants, and a distinctive building design, decor and color scheme (the "System").

C. The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages which are described in operating manuals for *Jack in the Box* restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for *Jack in the Box* restaurants and other written materials; and (c) a public image that each *Jack in the Box* restaurant is a unit in an established quick service restaurant system and that all *Jack in the Box* restaurants are operated with uniform high standards for product quality and service and aesthetic effect of the restaurant premises.

D. Company operates and grants franchises to operate restaurants known as *Jack in the Box* restaurants using the System and the Marks.

E. Developer recognizes the uniqueness, confidentiality and value of the System and the advantages and benefits which may be obtained by using the System and the Marks in the operation of *Jack in the Box* restaurants and desires to acquire rights to develop, and acquire franchises to operate, *Jack in the Box* restaurants.

F. Developer has submitted written information to Company to induce Company to enter into this Agreement, including, but not limited to, an Application

Package, together with any material changes therein, and it is understood that Company is relying on all such information in entering into this Agreement.

G. Developer represents and warrants that all Owners (as defined in this Section 1.H.) have executed, simultaneously with Developer's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment C). "Owner" means each person or entity that has any indirect or direct equity interest in Developer.

H. In consideration of the foregoing, and the mutual covenants contained in this Agreement, the parties now desire to enter into this Agreement upon the terms and provisions set forth below.

2. DEFINITIONS OF TERMS. As used in this Agreement, the following terms shall have the meanings defined in this Section unless a different meaning is plainly required by the context:

A. "Affiliates" shall include people, partnerships, corporations or other legal entities that directly or indirectly own or control Developer or Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. "Compliance Date(s)" shall mean the dates described on Exhibit A, attached hereto and incorporated herein by this reference.

C. "Development Rights" shall mean the right to construct one or more *Jack in the Box* restaurants within the Development Area and enter into "Franchise Agreement(s)" (as defined below) to operate such restaurants, subject to the terms and conditions of this Agreement.

D. "Development Area" shall mean the area described on Exhibit B, attached hereto and incorporated herein by this reference.

E. "Developed Restaurant(s)" shall mean the *Jack in the Box* restaurants to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which Company signs this Agreement.

G. "Fast Food Restaurant" shall mean a restaurant offering prompt service from a limited menu and selling food and beverage products for consumption at or from the premises of the restaurants.

H. "Owner(s)" shall mean the owner(s) of Developer if Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, and shall include all shareholders, general or limited partners, or members of such entity.

3. GRANT OF RIGHTS.

A. In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Until such time as this Agreement expires or is terminated, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than Developer; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

[IF NON-EXCLUSIVE, DELETE SECTION 3.A AND REPLACE WITH: In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Developer is not granted any exclusive area.]

B. This Agreement is not a Franchise Agreement and does not grant to Developer any right to use the System or the Marks; any such rights will be acquired, if at all, only under and in accordance with the terms and conditions of Franchise Agreements entered into with Company.

4. TERM. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence on the Effective Date and expire on the last Compliance Date listed on Exhibit A.

5. DEVELOPMENT FEE. In consideration of the rights granted herein, Developer shall pay to Company, concurrently with the signing of this Agreement, a development fee as set forth in Exhibit A ("Development Fee"). The Development Fee paid by Developer to Company shall be nonrefundable and shall be deemed fully earned by Company when paid. Company will credit the applicable pro-rated portion of the Development Fee against the franchise fee due under each Franchise Agreement for the Developed Restaurant(s).

6. OPERATOR. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurants and to act as Company's principal contact with Developer. Company may communicate with and give notice to Developer through the Operator. The Operator shall have authority to represent Developer and enter into agreements

and modifications of agreements on behalf of Developer and bind Developer to such agreements and modifications.

If Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, the Operator shall at all times maintain the percentage ownership interest in the Developer as required by Company in writing. Additionally, Operator shall at all times maintain the same percentage ownership interest in all Franchise Agreements to be signed hereunder, free and clear of all mortgages, pledges, liens, security interests and other encumbrances.

Developer agrees to cause the Operator to maintain actual involvement in the operations of the Developed Restaurants and to devote the best efforts of Developer to the restaurant operations and the success thereof.

7. DEVELOPMENT REQUIREMENTS.

A. Developer agrees to cause the Developed Restaurants to be open and in operation on or before the applicable Compliance Dates. In addition, Developer agrees to obtain: (i) expansion approval, if Developer is an existing Jack in the Box franchisee ("Expansion Approval"); (ii) site approval ("Site Approval"); and (iii) lease approval if the site on which a Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 8, below.

[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company shall make such site available to Developer and Developer shall undertake acquisition and development of such site in accordance with the provisions of the attached Addendum, which shall supplement and control the parties' duties and obligations regarding acquisition and development thereof.]

Once Expansion Approval, Site Approval, Lease Approval, and all required permits have been obtained, Developer shall diligently pursue construction of each of the Developed Restaurants to ensure the Developed Restaurants open at the earliest reasonable time, but in any event on or prior to the applicable Compliance Date.

Developer acknowledges that time is of the essence in this Agreement. Developer timely obtaining Expansion Approval, Site Approval and Lease Approval, and constructing and opening the Developed Restaurants are of material importance to Company. Failure by Developer to adhere to open the Developed Restaurants on or before the Compliance Dates, shall constitute a default under this Agreement as provided in Section 16 below.

B. If any opening is delayed because of "Force Majeure" (as defined below), then for the period of the delay in opening, up to a maximum of six (6) months following the applicable Compliance Date, the Developed Restaurant shall be deemed "open and in operation" for purposes of determining compliance with this Agreement. For the

purposes of this Agreement, "Force Majeure" shall mean only acts of God, strikes, embargoes, war or riot.

C. The Developed Restaurants may be closed for up to three (3) consecutive days after having been opened, and still be deemed in operation for purposes of determining whether Developer has satisfied the obligation to open on or before the applicable Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed “in operation.”

8. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Expansion Approval, Site Approval and Lease Approval from Company for the Development Restaurants, as well as to satisfy any conditions to Site Approval established by Company, all of which must be accomplished before beginning the development process. Developer agrees to obtain all required Expansion Approval, Site Approval and Lease Approval in accordance with Company's then current criteria and procedures, including without limitation, submitting the then current Expansion Application and Site Acquisition Package. Such approval shall be made by Company in writing and delivered to Developer.

B. Developer shall comply with the following procedure for obtaining Expansion Approval:

(1) Before submitting a Site Acquisition Package or otherwise beginning the development of any restaurant hereunder, Developer shall apply in writing for Expansion Approval. Company will evaluate whether Developer has met Company's then-current criteria and inform Developer in writing whether or not Developer has Expansion Approval. Company reserves the right to change its expansion criteria from time to time.

(2) Failure to maintain Expansion Approval standards shall be grounds for withdrawing an Expansion Approval at any time before Developer makes a binding commitment for the acquisition of a restaurant site, provided such site has received written Site Approval as specified below. Any refusal or withdrawal of Expansion Approval shall not extend or modify the obligations of Developer set forth in the Development Requirements, the Compliance Dates, or any other provision of this Agreement.

C. Developer shall comply with the following procedure for obtaining Site Approval:

(1) For the proposed site of any Developed Restaurants, Developer shall submit a Site Acquisition Package (“SAP”) in the form specified by Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee (“RESC”) Approval Form duly signed

by an authorized representative of Company and no other approval, whether oral or written, shall be effective or binding on Company. Site Approvals are valid until the expiration or earlier termination of the Development Agreement under which the Site Approval was granted, unless a shorter period is identified by Company during the Site Approval process.

(3) Company may refuse to approve a proposed site for a Developed Restaurant if it believes the potential long term sales impact on one or more surrounding restaurants is excessive. Developer acknowledges that Developer may be required to pay for one or more trade area surveys on one or more surrounding restaurants in order to provide Company with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Dates, the term of this Agreement or any other provision of this Agreement.

D. If Developer leases the real property for any Developed Restaurant from a third party, Developer must use its best efforts to use Company's standard form of lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

(1) Developer may not use the premises for the operation of any business other than a Jack in the Box restaurant.

(2) The landlord consents to Developer's use of such marks and signage as Company may reasonably require.

(3) The landlord agrees that whenever it sends any notice, lease amendment or other material document pertaining to the lease or the Premises to Developer, it will simultaneously send a copy to Company.

(4) Company has the right to enter the premises to make any modification necessary to protect its marks or to cure any default under the lease or the Franchise Agreement, including the right to enter upon expiration to de-identify the premises if Developer fails or refuses to do so.

(5) If Developer is in default under the lease, Company will have the right to cure the default, and after cure, to assume the lease and sublease the premises for all, or any part of, the term of the lease.

(6) A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Developed Restaurant is located.

(7) The landlord agrees to deliver to Developer a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Developer is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Developer's use

and possession of the premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

(8) If the Developed Restaurant is located within a shopping facility or similar multi-tenant facility, the landlord shall not at any time permit or allow the tenancy or operation of any drive-through fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the premises that is owned or controlled by that landlord.

E. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or property owners until Company has given Site Approval as provided herein.

F. Developer agrees to do, or cause to be done, the following, all at its own expense:

(1) Obtain the right to use the site to construct, maintain and operate *Jack in the Box* restaurants;

(2) Secure all financing required to fully develop the restaurants;

(3) Prepare and submit required Site Acquisition Package for Company approval to secure JIB Site #;

(4) Use Company approved architect to complete site-adapted project design work (related to Company provided prototypical plans);

(5) Obtain Company approvals for project plans according to Company site plan submission, review, and approval procedures;

(6) Obtain all required building, utility, sign, health, sanitation, and business permits and licenses and any other required permits and licenses;

(7) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company

(8) Install only Company approved finishes and décor in accordance with prototypical plans and specifications;

(9) Purchase an opening inventory of food and other supplies and materials; and

(10) Prior to, and as a condition to final sign off by Company, Developer shall provide to Company complete and accurate development cost detail with respect to each Developed Restaurant, in a format and including such information as Company may require, including, without limitation, (i) land costs (purchase price or annual leasing costs), (ii) architectural and engineering fees and costs, as well as any other fees and costs incurred for other professional advisors or consultants, (iii) fees

associated with all governmental approvals and permits, (iv) construction costs, including cost of materials and any fees and costs charged by any general contractors, subcontractors, other direct contractors, kitchen equipment consolidators, sign vendors, lighting and other equipment vendors, and (v) any costs associated with the purchase and set up of small wares at the Developed Restaurant.

G. Upon Developer's written request, Company will furnish standard prototypical building plans and specifications for *Jack in the Box* restaurants reflecting Company's requirements for design, decor, finishes, furnishings, furniture, layout, equipment, fixtures and signs for *Jack in the Box* restaurants as in effect from time to time. Developer must use a Company approved architect to for site-adaption, design, engineering, and permitting.

H. For each of the Developed Restaurants, it shall be the responsibility of Developer to have prepared all required construction plans and specifications that comply with applicable ordinances, building codes, Federal laws, permit requirements, and lease requirements and restrictions. If alterations of any kind are required for any reason, Developer shall submit to Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing in accordance with Company site plan submission, review, and approval procedures, but before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

9. OPENING OF THE RESTAURANT. Following Site Approval by Company of any proposed restaurant location, Developer shall enter into the then current form of the Jack in the Box Franchise Agreement used by Company to grant franchises to operate *Jack in the Box* restaurants in the state in which the specified Developed Restaurant is located ("Franchise Agreement"), and shall pay the "Franchise Fee" (as defined in the Franchise Agreement). Nothing in this Agreement shall be construed as obligating Company to enter into a Franchise Agreement with respect to any restaurant if Developer has not obtained Expansion Approval, Site Approval and Lease Approval in accordance with Section 8 and/or if Developer is otherwise in breach of any of its obligations under this Agreement. Developer agrees not to open a *Jack in the Box* restaurant for business until all of Developer's obligations under this Agreement have been fulfilled.

10. APPROVALS. Whenever Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company's image and operational requirements. Developer, Franchisee, and any agents associated with either, remain solely responsible for the costs, safety, adequacy, workmanship, design, and construction of the site, any buildings on the site, and all materials used in the construction of the improvements at the site; compliance with all laws related thereto; and all other aspects of the development process.

11. NON-ASSIGNABILITY.

A. This Agreement is personal to Developer. Except as provided herein, neither Developer nor any Owner shall sell, assign or otherwise transfer this Agreement or any direct or indirect right or interest in the development rights granted, nor permit any such assignment or transfer to occur directly or indirectly, whether by agreement or operation of law; nor pledge, mortgage, hypothecate, give as security for an obligation, or in any manner encumber any right under this Agreement or any direct or indirect interest in Developer, without the prior written consent of Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company shall expressly consent to such release from liability. Any purported sale, assignment, pledge, mortgage, hypothecation or encumbrance contrary to the provisions of this Agreement shall be void and of no force or effect.

B. Subject to the prior written consent of Company, Developer may assign this Agreement to a corporation, partnership or limited liability company, that is not then or thereafter to be engaged in any business other than the development and operation of *Jack in the Box* restaurants and in which Owners of Developer shall own one hundred percent (100%) of the outstanding securities. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer or issuance of shares in such corporate assignee shall be made without Company's prior written approval. Developer or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage of the voting, capital and profits interest in outstanding securities of the corporation, partnership or limited liability interests as required by Company in writing. The Articles of Incorporation and/or By-Laws, partnership agreement or limited liability agreement, or any similar formation documents, copies of which shall be provided to Company, shall at all times reflect the restrictions contained herein, unless otherwise directed by Company; and all stock certificates shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to a *Jack in the Box* Development Agreement, a copy of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

C. At no time shall Developer be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Developer, each individual owner of a partnership or corporation, with a direct or indirect interest in Developer, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Developer.

D. Any assignment of any interest in the development rights, including (but not limited to) assignments among Owners of Developer, shall require, among other items, (i) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (ii) the payment by Franchisee of up to, but not

exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (other than in an assignment by the Owners to a corporation, partnership of limited liability company which is one hundred percent (100%) owned by the Owners before the assignment); (iii) the signing by each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all transactions or occurrences of any kind before the proposed assignment, whether arising out of the development relationship or otherwise, between Developer and Company; (iv) the signing of a personal guarantee by each transferee, if the transferring Owner had signed the same; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

E. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

12. DEATH OR INCAPACITY OF DEVELOPER. In the event of the death or incapacity of Developer, Operator or any Owner (hereinafter the "deceased"), the interest of such Developer, Operator, or Owner may be transferred to the heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all of the terms and conditions of this Agreement to the same extent as the deceased.

If such person is not so approved, the deceased's estate or personal representative shall use its best efforts to assign the deceased's interest in this Agreement to a person acceptable to Company within six (6) months after the date of death or incapacity of the deceased. If the deceased's interest is not conveyed to a party acceptable to Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company may, at its option, terminate this Agreement upon ten (10) days' written notice to the estate or personal representative and any remaining Owners. In the event of termination, Company shall not be obligated to refund any fees paid to it hereunder.

As used herein "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Developer, Operator, or Owner unable substantially to perform all of their responsibilities in connection with this Agreement which is verified by a medical authority acceptable to Company and appears reasonably certain to continue for at least one (1) year without material improvement.

13. COMPLIANCE WITH LAW. Developer shall secure and maintain in good force in its name all required licenses, permits and certificates relating to the development, construction and operation of *Jack in the Box* restaurants. Developer shall conduct the

business of development, construction and operation of the Developed Restaurants in full compliance with all applicable laws, ordinances and regulations.

14. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties or making the parties partners, joint venturers or employees of the other, or to make either party liable for any of the debts or obligations of the other party, and Developer shall in no way be considered as an agent, employee or representative of Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Developer or *Jack in the Box* restaurants.

15. INDEMNIFICATION / INSURANCE.

A. Developer agrees to indemnify, defend, and hold Company harmless against, and to reimburse Company for, any and all losses, liabilities, damages (actual or consequential) and taxes, and all costs and expenses of defending any claim brought or tax levied against Company in any judicial, administrative or arbitration proceeding (including, without limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses), which Company may suffer, sustain or incur directly or indirectly out of or by reason of, arising from or in connection with, the ownership, development or operation of *Jack in the Box* restaurants, except for damages arising directly out of Developer's proper use of Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company and to offer Developer a reasonable opportunity to assume the defense thereof. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. Developer agrees to obtain and maintain insurance as follows:

(1) during the construction of the restaurants, policy(ies) of Builders' Risk Insurance for the full replacement cost of all real and personal property to be constructed. In addition, Developer will cause each contractor and subcontractor performing work to maintain the following insurance: (i) commercial general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence and aggregate, written on a "per occurrence" policy form, covering bodily injury, property damage and personal injury, (ii) workers' compensation insurance as required by law and employer's liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Developed Restaurant will operate, and (iii) business automobile liability insurance, including owned, leased, non-owned and hired automobile coverage with a limit not less than $1,000,000 per accident. Company and its affiliates, and any other parties as Company may request, shall be named as “additional insureds” on all insurance required by this

section (other than workers' compensation insurance), regardless of whether such insurance is provided by Developer and/or by any of its contractors and/or subcontractors.

(2) on or before signing of any Franchise Agreements, such insurance coverages as are required under the *Jack in the Box* Franchise Agreements.

C. All insurance policies required in Section 15.B. (1) and (2) above shall name Company and its affiliates, and any other parties as Company may request, as "additional insureds."

D. Developer's performance of its obligations to maintain insurance shall not relieve Developer of liability under the indemnity provision hereinabove.

E. Throughout the term of this Agreement, Developer shall deliver to Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) evidencing its compliance with this Section 15.

16. <u>DEFAULT; REMEDIES</u>.

A. Time is of the essence with respect to all of Developer's obligations under this Agreement. Except as otherwise provided by law, developer shall be in default under this Agreement if Developer breaches or otherwise fails to perform any of its obligations under this Agreement, including, without limitation, items (1) through (8) set forth below, and fails to cure such breach or failure within the period specified below, and if no time is specified, then within thirty (30) days after receipt of written notice. Without prejudice to any other rights or remedies that Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all development rights granted hereunder, in which event Company shall have the unrestricted right to operate or license persons or entities other than Developer to develop and to operate one or more *Jack in the Box* restaurants within the Development Area. Company shall retain the Development Fee.

(1) Developer fails to open the Developed Restaurants on or before the Compliance Dates.

(2) Developer fails to obtain Expansion Approval, Site Approval or Lease Approval before the commencement of construction of any Developed Restaurants.

(3) Without Company's prior written consent, Developer assigns, transfers or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement in whole or in part.

(4) Developer's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect

of Developer by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing. This Agreement shall terminate upon this occurrence without notification to Developer as if that date were the expiration date, and Developer expressly waives all rights under the provisions of the Bankruptcy Rules and consents to the immediate termination of this Agreement. Developer agrees not to seek an Injunctive Order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision.

(5) Developer shall fail to obtain or renew licenses or permits necessary for the performance of Developer's obligations under this Agreement.

(6) Developer shall fail to comply with any other terms, provisions or conditions of this Agreement, or any Franchise Agreements signed pursuant to the terms of this Agreement.

(7) Any *Jack in the Box* Franchise Agreement(s) under which Developer is an Owner or Operator are terminated.

(8) Developer is delinquent in excess of sixty (60) days in the payment of any amount due under any Franchise Agreement with Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

B. The termination of this Agreement and the Development Rights:

(1) Shall not affect or diminish the binding force or effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and

(2) Shall not release Developer from obligations to pay any sums owed under this Agreement or to pay any franchise fees, royalties or other sums owed to Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company is entitled by law to enforce. If Developer is in default under this Agreement beyond any applicable cure period, in addition to all other rights and remedies available to Company as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief.

17. <u>COSTS AND ATTORNEYS' FEES</u>. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or

arbiter, or if Company or Developer is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting and legal fees.

18. INTERPRETATION. The Exhibits, Introduction, Definitions and Preambles to this Agreement are a part of this Agreement, which constitutes the entire Agreement of the parties (all prior representations, negotiations and agreements being merged into this Agreement), and there are no other oral or written understandings or agreements between Company and Developer relating to the subject matter of this Agreement. The headings of the several Sections and Paragraphs are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires. This Agreement may be signed in duplicate counterparts, each of which shall be deemed an original.

19. WAIVER OF OBLIGATIONS. Company and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of Company or Developer to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Developer with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other developers, franchisees or licensees of *Jack in the Box* restaurants; or (iii) the acceptance by Company of any payments from Developer after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies which may be granted by law.

20. SEVERABILITY. Company and Developer agree that if any of the provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against Company or Developer. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Developer shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

21. BROKER. Developer warrants that Developer has not appointed and does not contemplate appointing any broker, agent or other person who would be entitled to a fee or commission upon the signing of this Agreement. Developer agrees to hold Company

safe and harmless from any fee or commission claimed by any person purporting to act for or on Developer's behalf. Nothing in this Agreement shall be construed as prohibiting either party from employing attorneys, accountants or patent or trademark agents to advise and carry out professional services on its behalf.

22. TRADEMARKS. Developer acknowledges Company's absolute right to the Marks (registered and unregistered) and disclaims any right or interest therein or to the goodwill attaching thereto. Developer agrees that any rights, privileges and benefits, legal or otherwise, resulting from the use of any of the Marks or other Company names, slogans and symbols shall inure to Company only.

Neither Developer nor any company controlled by Developer shall at any time during the term of this Agreement or thereafter use any of the Marks except as authorized in writing by Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, Developer shall not incorporate or form or cause to be incorporated or formed any company or unincorporated body of persons with a name which includes any reference to any of the Marks or the name Company or any variations or abbreviations or any words confusingly similar.

Some of the Marks have been registered in the United States Patent and Trademark Office; however, Company makes no express or implied warranty with respect to the validity of any of the Marks. Developer acknowledges Developer's understanding that Developer will be conducting business pursuant to Franchise Agreements entered into with Company, using some Company Marks which have not been registered and that registration may not be granted for the unregistered Marks and that some of the Marks may be subject to use by third parties unauthorized by Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer’s use of any of the Marks or the System. Company shall have the sole discretion, at its expense, to take such action as it deems appropriate to prevent unauthorized persons from using the Marks. If requested by Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company in such action. Developer shall not institute any legal action or other kind of proceeding based upon the trademarks which Developer is licensed to use under this Agreement without the prior written approval of Company.

23. NOTICES. All notices, reports and other information permitted or required to be delivered hereunder shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested, postage fully prepaid, cable or by facsimile addressed to:

Different Rules, LLC: Different Rules, LLC
9357 Spectrum Center Blvd
San Diego, CA 92123
Attention: Franchise/Development Manager

Developer: _____

_____

_____

Addresses may be modified from time to time by either party by written notice to the other party. Notices which are sent by mail shall be deemed delivered on the earlier of actual receipt or delivery to the address specified as evidenced by the return receipt. Notices sent by facsimile, cable or comparable electronic system shall be effective on the business day following the day they were sent.

24. MISCELLANEOUS.

A. This Agreement shall become valid when signed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Developer is located outside of California, and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

B. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

C. Venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego, California or within the courts of the United States of America located within the Southern District of California.

D. This Agreement may only be modified by a written instrument signed by the parties.

DEVELOPER:

_____

Date:_____

DIFFERENT RULES, LLC

By: _____
Its: _____

Date:_____

EXHIBIT A

Development Information

Development Schedule
[to be provided]

Development Fee: $_____
[Existing Franchisees: $10,000 per Restaurant; New Franchisees: $50,000 for First Restaurant and $10,000 for each Additional]

EXHIBIT B

Development Area
[Map to be provided on Exhibit B-1]

[IF NON-EXCLUSIVE, DELETE THIS PARAGRAPH] Developer is granted protected rights within the Development Area described on Exhibit B-1, attached hereto and incorporated herein by this reference; provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain nontraditional locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens. Notwithstanding any provision of the Agreement to the contrary, at any time, Company may develop and operate, or franchise others to develop and operate, Jack in the Box® restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by Company and/or other developers shall not constitute a violation of the Agreement. If Company permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.

EXHIBIT B-1

Map of Development Area

[MAP - to be provided]

EXHIBIT C

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF DEVELOPER's OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

DEVELOPER: , a limited liability company/corporation

Date of Development Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Development Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Developer arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Developer, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Developer or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Developer to Company under the Agreement; and

5. the written acknowledgment of Developer, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Developer shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

EXHIBIT D

ADDENDUM TO DEVELOPMENT AGREEMENT – Development Incentives

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

1. For each of the Developed Restaurants, Developer will be offered one of the following incentive options.

OPTION A: If the Developed Restaurant is opened as a *Jack in the Box* restaurant on or before the applicable Compliance Date, and otherwise in compliance with the terms and provisions hereof: (i) for a period of one (1) year from commencement of the Franchise Agreement, Developer will pay a reduced Royalty equal to 1% of "Gross Sales" (as defined in the Franchise Agreement); (ii) in the second (2nd) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 2% of Gross Sales; (iii) in the third (3rd) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 3% of Gross Sales; (iv) in the fourth (4th) year of the term of the Franchise Agreement, Developer will pay a reduced Royalty equal to 4% of Gross Sales; and (v) beginning with the first day of the fifth (5th) year of the term of the Franchise Agreement, and continuing throughout the remainder of the term thereof, Developer will pay a Royalty equal to 5% of Gross Sales. No Royalty reduction or other incentive listed above will be applicable to any restaurant which is not opened on a timely basis, and otherwise in full compliance with the terms of this Agreement. If prior to the end of YEAR 5 for any restaurant, the Agreement is terminated due to non-compliance, Developer agrees that the Royalty payable under all franchise agreements signed for restaurants developed under the Agreement shall revert automatically and without notice, to the standard Royalty which is 5% of Gross Sales.

OPTION B: If the Developed Restaurant is opened as a *Jack in the Box* restaurant on or before the applicable Compliance Date, and otherwise in compliance with the terms and provisions hereof: Company or one of its affiliates will make an interest free loan to Developer in the amount of $150,000.00 pursuant to the terms of promissory note in the form attached to this Exhibit D, and incorporated herein by this reference ("Note"), which shall provide, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.

DEVELOPER:

_____

Date:_____

DIFFERENT RULES, LLC

By:_____

Its:_____

Date:_____

Attachment to Exhibit D

Development Incentive Promissory Note

$150,000.00 Date: _____

San Diego, California
JIB Site No. _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand, or order to _____ a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of $150,000.00, without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto, or with Lender's affiliate or parent, and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and

attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

_____
a[state] [type of entity]

By:_____
Its:_____

EXHIBIT E

ADDENDUM TO DEVELOPMENT AGREEMENT - Assign Lease

[To be used for any Developed Restaurant where Company will assign its interest in the Master Lease to Developer and obtain a release of the obligations thereunder]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____, ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"). Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into that certain Real Estate Purchase Contract and Receipt for Deposit, dated _____ [or Lease, dated _____] ("____ Contract"), with the owner of Site No. ____ ("____ Owner"), pursuant to which Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company makes no warranties or representations regarding such materials, and Developer shall be responsible to perform its own due diligence with respect to Site No. ____. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Contract. If, despite Developer's best efforts, the ____ Contract is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate;

provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Exhibit A of the Agreement.

3. Among other items, the ____ Contract contains terms which Developer is obligated to perform, at Developer's sole cost and expense. Notwithstanding the fact that Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form attached to this Exhibit E, and incorporated herein by this reference, pursuant to which Company shall assign its rights and delegate its duties under the ____ Contract to Developer, and Developer shall assume the obligations of the buyer [tenant] thereunder, and agree to abide by all of the terms and provisions of the ____ Contract, including, without limitation, the following: _____. Upon such assignment, Company will be released from any further duties or obligations under the ____ Contract.

Developer will use best efforts to satisfy and(or) waive all of the contingencies set forth in the ____ Contract and shall adhere to the timing and contingency timeframes set forth in the ____ Contract and in this letter agreement. Upon satisfaction of the contingencies set forth in the ____ Contract, Developer will waive the contingencies set forth in the ____ Contract, pull any and all required permits for the construction of all buildings and improvements to be located on Site No. ____, and proceed to close escrow for the acquisition of Site No. ____. Thereafter, Developer shall construct all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. All permits shall be issued in the name of Developer. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the buyer under the ____ Contract, and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for

any and all costs and expenses, including, without limitation, any and all taxes or assessments relating thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, (i) any deposits, reimbursements, or other payments due the ____ Owner pursuant to the ____ Contract; and (ii) any fees payable to third party consultants for services rendered in connection with the acquisition, investigation and development of Site No. ____, whether engaged by Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s). Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Contract, but in any event in compliance with the schedule set forth in Section 7.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement for Site No. ____, which will be effective upon commencement of business at Site No. ____ and shall have a term of twenty (20) years. Upon execution of such Franchise Agreement, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an “AS IS” basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, or the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all “Claims” (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, “Claims”), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein

by Developer and(or) any change or modification of the plans by Developer, or the construction of the improvements by Developer at Site No. ____.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

Attachment to Exhibit E

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation] whose business and post office address is 9357 Spectrum Center Blvd, California 92123 ("Assignor"), and _____, whose business and post office address is _____("Assignee"), who agrees as follows:

WITNESSETH

That the Assignor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of the right, title and interest of the Assignor in and to that certain [Real Estate Purchase Contract and Receipt for Deposit, dated _____, by and between _____, as seller ("Seller"), and Assignor, as buyer ("Purchase Agreement") OR Lease, dated _____, by and between _____, as landlord ("Landlord"), and Assignor, as tenant ("Lease")]. Pursuant to the [Purchase Agreement/Lease], Assignor has agreed to [buy/lease] that certain real property located at _____, as more particularly described in therein ("Property").

The foregoing assignment shall be subject to the observance and performance by the Assignee of all of the covenants and conditions contained in the Purchase [Agreement/Lease], which according to the terms and provisions thereof, are or ought to be observed and performed by the [buyer/tenant] therein named.

The Assignee hereby assumes the obligations of the [buyer/tenant] under the [Purchase Agreement/Lease] and shall, as of and from the date hereof, faithfully observe and perform all of the covenants and conditions contained the [Purchase Agreement/Lease] which are or ought to be observed and performed by the [buyer/tenant] therein named, and will at all times hereafter indemnify, defend and save the Assignor harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of any kind whatsoever, including without limitation, attorneys' fees and costs, arising out of or resulting directly or indirectly from the breach or nonobservance of the covenants and conditions contained in the [Purchase Agreement/Lease]. Assignee shall not amend, modify or extend any of the provisions or conditions of the [Purchase Agreement/Lease] without the prior consent of Assignor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and permitted assigns.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed these presents effective as of the day and year set forth above.

Assignor:

JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

Assignee:

_____

By execution below, _____ ("[Seller/Landlord]"), consents to the assignment and assumption set forth above, and agrees that, effective as of the date hereof, Assignor is hereby fully and forever released, acquitted and discharged from any and all duties, liabilities or obligations under the [Purchase Contract/Lease].

[Seller/Landlord]

_____

EXHIBIT F

ADDENDUM TO DEVELOPMENT AGREEMENT - Site Due Diligence

[To be used for any Developed Restaurant where Company will perform Due Diligence and turn the site over to Developer to complete construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"), including, without limitation, obtaining Site Approval, Expansion Approval and Lease Approval, if applicable. Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Developer shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith. All permits shall be issued in the name of Developer, and Developer shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the tenant under the ____ Underlying Lease and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

3. Developer shall be granted access for the purpose of performing the construction and other development activities described in this Addendum ("Development Activities"), at Developer's sole cost and expense. Developer assumes all risk associated with the performance of the Development Activities, and shall indemnify, defend and hold Company and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Development Activities or the entry onto Site No. ____. In no event shall Company or Company's insurance carrier be liable for

any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents. Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required under Company's standard Franchise Lease and shall provide Company with certificates of insurance such indicating such coverages.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, any deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Due Diligence Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Agreement. Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Underlying Lease, but in any event on or before the Compliance Date. Immediately upon completion of construction of the ____ Improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date

upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein and(or) any change or modification of the plans, or the construction of the improvements at Site No. ____ by Developer.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

EXHIBIT G

ADDENDUM TO DEVELOPMENT AGREEMENT – JIB Constructs

[To be used for any Developed Restaurant where Company will build the restaurant and turn it over upon completion of construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail. Company and Developer agree and acknowledge that the following provisions shall apply with respect to the development of Site No. ____, located at _____ ("Site No. ____"):

1. Developer shall obtain Expansion Approval in connection with its intended operation of Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this Addendum is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that, in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

3. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease.

Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Company shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith, subject to reimbursement by Developer, as described below. All permits shall be issued in the name of Company, and Company shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Company's cost and expense, subject to reimbursement by Developer, as described below. Company shall construct such building and improvements and install furniture, fixtures, and equipment necessary to operate a Jack in the Box® restaurant at Site No. ____. Such work shall be done in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes. Company shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment.

4. Developer shall reimburse Company for any and all costs and expenses incurred by Company in connection with the acquisition, investigation, development, and construction of Site No. ____, including, without limitation, (i) any and all taxes or assessments related thereto, (ii) any internal overhead or other associated charges, (iii) any deposits, reimbursements, or other payments, whether due the ____ Master Lessor pursuant to the ____ Underlying Lease, or to any other party or agency, (iv) consulting fees, engineering and design fees, costs of inspections, investigations, testing, and other due diligence matters, title and survey costs, application fees, permit and licensing fees, costs for labor and materials to construct the building and improvements, utility connection fees and charges, and (v) any and all other out-of-pocket costs and other expenses incurred by Company. Developer agrees that it shall also pay Company the additional sum of $50,000.00 to compensate Company for services rendered in connection with the acquisition, investigation, development, and construction of Site No. ____ ("Development Services Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation, development and construction of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Development Services Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Addendum.

5. Developer will commence business operations at Site No. ____ as soon as possible following turnover of the completed restaurant by Company. Immediately upon completion of construction of the building and improvements at Site No. ____ by Company, or earlier as may be required by Company, Developer shall execute and deliver a then current form of Franchise Agreement and Franchise Lease for Site No.

____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Franchise fees, royalties and marketing fees will be charged as set forth in the Franchise Agreement.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

EXHIBIT H

AUTHORIZATION FOR PREARRANGED PAYMENTS

AUTHORIZATION FOR PREARRANGED PAYMENTS

The undersigned depositor ("Franchisee") hereby authorizes Different Rules, LLC ("Company") to initiate debit entries and/or credit correction entries to the checking and/or savings account(s) indicated below for all amounts owed by Franchisee to Company.

Name of Account Holder	Federal ID Number
Bank	
Bank Transit/ABA Number	Account Number

This authorization will remain in full force and effect until Bank has received joint written notification from Company and Franchisee of the termination of such authorization in such time and in such manner as Bank requires.

If an erroneous debit entry is initiated by Company to Franchisee's account(s), Franchisee will have the right to have the amount of such entry credited by Company against future invoices. If an erroneous debit entry exceeds $25,000, Franchisee may request that Company correct the error by wiring funds into the account within 5 days after the error is verified; alternatively, Franchisee may request a reversal of the entry by Bank and Company agrees to send to Bank a written notice identifying such entry, stating that such entry was in error and requesting Bank to credit the amount thereof to such account(s). These rights are in addition to any rights Franchisee may have under applicable federal and state banking laws.

The undersigned represents and warrants that he/she is authorized to sign this document on behalf of Franchisee and that the undersigned and Franchisee are authorized to initiate debit entries to the account referenced above for all amounts owed by Franchisee to Company.

Franchisee agrees to provide such other and additional information as Bank may require to authorize debit entries, including but not limited to written authorization of any joint account holders if the account referenced above is a joint account.

Please provide a voided check, MICR encoded slip, or a MICR Specification sheet provided by the Bank to verify the Bank Transit/ABA Number and Account Number.

Entity_____

By_____

Print Name_____

Title_____

Date_____

EXHIBIT I

PROMISSORY NOTE – DEVELOPMENT INCENTIVE PROGRAM

[$150,000.00]

Date: _____
San Diego, California
JIB Site No. _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand or order, to _____, a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of [$150,000.00], without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by Borrower results in Borrower having paid

any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto, or with Lender's affiliate or parent, and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

LENDER:

By:_____
Its:_____

EXHIBIT J

LEASE AGREEMENT – JACK IN THE BOX FRANCHISED RESTAURANT

LEASE AGREEMENT

JACK IN THE BOX FRANCHISED RESTAURANT

THIS LEASE is made as of this day of , 20 , by and between JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation), having an office for business at 9357 Spectrum Center Blvd, San Diego, California 92123, hereinafter referred to as "Landlord" or "Company"; and , hereinafter referred to as "Tenant."

W I T N E S S E T H:

WHEREAS Company and Tenant have or prior to the commencement of the term of this Lease will have entered into a Franchise Agreement (the "Franchise Agreement") licensing Tenant to operate a JACK IN THE BOX® restaurant (the "Franchised Restaurant") using its JACK IN THE BOX Restaurant System (as that term is defined in the Franchise Agreement) on the premises to be leased hereby.

NOW THEREFORE in consideration of the covenants contained herein and the mutual execution hereof by the parties it is agreed as follows:

1. DEMISED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of , County of , State of , more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances, easements and rights of way there unto pertaining and the building and improvements thereon, subject to any easements, covenants, conditions, restrictions, encumbrances, party wall agreements, roads and highways and zoning and building code restrictions existing as of the date of commencement of the term of this Lease. The property hereby leased to Tenant is hereinafter referred to as the "Premises."

2. TERM AND COMMENCEMENT DATE

The term of this Lease shall commence, if at all, on the date (the "Commencement Date") which is the earlier of (a) the date upon which Tenant takes possession of the Premises or (b) , . Unless sooner terminated pursuant to the provisions of this Lease, this Lease shall terminate on . Tenant's obligation to pay Rent pursuant to Section 3, below, shall commence on the Commencement Date, regardless of whether Tenant has actually taken possession of the Premises or whether the Premises are ready for occupancy by Tenant as of such date.

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent, Percentage Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.

[ALTERNATIVE PARAGRAPH A., to be used with owned sites that may be the subject of a Sale/Leaseback

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease; provided, however, that if Company enters into a sale/leaseback transaction and as a result enters into a new "Master Lease" (as defined below), then as of the commencement of the term of such new Master Lease, Fixed Minimum Rent shall be adjusted to the greater of: (i) underlying rent payable by Company under the Master Lease; or (ii) an amount equal to 90% of trailing twelve (12) month sales at the Premises, multiplied by 9.5%. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.]

B. Percentage Rent

(1) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent (%) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month.

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term “Gross Sales” as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word “Rent” as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the “Default Interest Rate.”

F. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX PROPERTIES, LLC [OR RELEVANT LANDLORD]
9357 Spectrum Center Blvd
San Diego, CA 92123-1516
Attention: Cash Management
Site No.

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent

check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is [95-2698708 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC].

[ALTERNATIVE RENT PARAGRAPH #1 – TO BE USED IN NEW SITE DEVELOPMENT/TURN KEY SCENARIOS

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord the initial fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent shall be subject to adjustment in accordance with paragraph 17 below based upon rent increases under the "Master Lease" (as defined below), including the additional 5% increase referenced in such paragraph 17. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.

B. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

C. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

D. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

E. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX PROPERTIES, LLC [or relevant landlord]
9357 Spectrum Center Blvd
San Diego, CA 92123-1516
Attention: Cash Management
Site No. _____

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is [95-2698708 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC].

[ALTERNATIVE RENT PARAGRAPH #2 – TO BE USED FOR BUILD TO SUIT ARRANGEMENTS

3. RENT

Tenant covenants and agrees to pay to Landlord "Fixed Minimum Rent" (as defined below) in accordance with the Rent Addendum attached hereto and incorporated herein by this reference.

A. Fixed Minimum Rent

Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.

B. Percentage Rent

(1) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent (%) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month. [Note, Percentage Rent for these type of transactions will be 9.5% for sale/leaseback transactions OR 10.5% for ground lease transactions]

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term "Gross Sales" as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or

otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any

costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

F. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX PROPERTIES, LLC [or relevant landlord]
9357 Spectrum Center Blvd
San Diego, CA 92123-1516
Attention: Cash Management
Site No.

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is [95-2698708 for Jack in the Box Inc. OR 36-4917787 for Jack in the Box Properties, LLC]

4. USE OF PREMISES

Tenant shall use and occupy the Premises solely for the operation of a Franchised Restaurant in strict conformance to the standards set forth by Landlord which constitute its JACK IN THE BOX restaurant System. Tenant acknowledges that the Premises and improvements and certain fixtures and equipment thereon have been specially designed and are intended for use as a Franchised Restaurant. Tenant agrees to occupy the Premises continuously during the term of this Lease and agrees not to vacate the same. If Tenant vacates the Premises during the term of this Lease in breach hereof, Landlord shall have the right, in addition to the other rights and remedies available to Landlord upon a default by Tenant, to enter the Premises for the purpose of continuing the operation of the restaurant; remitting to Tenant only such amount that exceeds: (1) Tenant's monthly obligations for Fixed Minimum Rent and Percentage Rent, plus an additional two percent (2%) of monthly Gross Sales as overhead, and (2) all of the

operating costs Landlord may incur, and (3) any other monetary obligations owing by Tenant to Landlord pursuant to any other agreement between Landlord and Tenant.

5. CONDITION AND ACCEPTANCE OF PREMISES

Tenant acknowledges that Tenant has inspected the Premises and all improvements, signs, fixtures, plumbing, wiring, utility facilities and hook ups, lighting, heating and cooling systems, equipment, furnishings, appurtenances and other personal property (collectively, "Business Facilities") presently on or at the Premises, and has found all of them and the Premises to be in a safe, satisfactory and completed condition. Tenant accepts the Premises and the Business Facilities upon the Commencement Date in their then "AS IS" condition without any warranty by Landlord at any time, express or implied, as to their condition or fitness for any use or purpose. Tenant acknowledges that Landlord has made, and will make as of the Commencement Date, no representations or warranties as to the condition of the Premises or any of the Business Facilities, or their fitness for any particular purpose or use, either express or implied, and all such representations and warranties are hereby expressly waived by Tenant. Tenant expressly agrees that Landlord shall not be liable to Tenant for any costs, fees, losses, or damages incurred by Tenant or any damages to the Premises or any of the Business Facilities due to any patent or latent defect in the Premises or any of the Business Facilities whether arising out of any original design or construction of the Premises or the Business Facilities or otherwise. This Lease creates a landlord/tenant relationship only between the parties and no other agency, partnership or other relationship between the parties shall be created hereby, and Tenant assumes the risk of and sole responsibility for and hereby agrees to indemnify and hold harmless Landlord from any and all claims, changes, demands, actions, losses, liabilities, costs or expenses of any kind whatsoever (including, without limitation, attorneys' fees and costs), for injuries, death, loss and damage of any kind or character to person or property, by whomsoever suffered or asserted, resulting from or arising out of the condition or use of the Premises and Business Facilities, including but not limited to, the defective design or construction thereof, whether due to any latent or patent defect, or the carelessness or negligence of Tenant, during the term of this Lease or any renewal or extension thereof, except, however, when Tenant shall have given Landlord written notice of the existence of a condition for the repair of which Landlord may be responsible under the Lease (if applicable) and shall have taken all reasonable precautions to prevent the occurrence of any injuries, death, loss and damage attributable solely and directly to such defective condition. Tenant acknowledges that Tenant has had the opportunity to seek the advice of counsel as to this Lease in general and specifically as to the waivers contained in this Article 5.

6. TAXES

Beginning with the Commencement Date and throughout the term of this Lease, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, all taxes and assessments which may be levied upon or assessed against those lands comprising the Premises hereunder, and all taxes or assessments levied upon or assessed against the improvements situated

thereon, together with all taxes levied upon or assessed against the personal property located in or on the Premises, whether installed and paid for by Landlord, by Tenant, or by any other person or entity, to the end that Landlord shall not be required to pay any taxes or assessments whatsoever which may, during the term of this Lease, be assessed against or in respect of, or become a lien upon, said lands, improvements or personal property. The foregoing obligation shall include (a) any taxes occasioned by any reassessment of the Premises including such reassessments which may occur as the result of a transfer by Landlord of all or any part of its interest in the Premises; and (b) any tax which is levied or assessed against Landlord or Tenant, whether the same be called a rent tax, occupancy tax, excise tax, sales tax or otherwise. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any tax required to be paid by Tenant hereunder, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such taxes which Landlord thus elects to pay or is required to pay and such payment and/or reimbursement shall not be excluded from Gross Sales provided, however, that any taxes or assessments which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates. Tenant shall not be obligated to pay any federal or state income tax which may be levied or become due by reason of the rents and profits received by Landlord as a result of this Lease.

7. UTILITIES

Tenant agrees to pay all charges for water, gas, electricity, sewer charges, trash removal, driveway fees (if applicable) and other utilities and services used on, at or in connection with the Premises, as such charges become due.

8. SUBLETTING AND ASSIGNMENT

Tenant shall have no right to assign or sublet the Premises or any portion thereof nor to pledge, mortgage, hypothecate or encumber in any manner without advance written consent of Landlord, which consent shall be in the sole discretion of Landlord. In no event shall any assignment or subletting relieve Tenant of its obligations to Landlord under this Lease, regardless of Landlord's consent thereto. Any purported assignment or subletting, pledge, mortgage, hypothecation or encumbrance without the advance written consent of Landlord shall be void and of no force or effect.

9. INSURANCE AND INDEMNITY

A. Waiver of Claims; Indemnity

Tenant hereby agrees that it shall be solely responsible for all losses, damages and contractual and statutory liabilities to third persons arising out of or in connection with the possession, ownership or operation of the Premises, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Tenant hereby waives all claims against Landlord and

its affiliates and agrees to defend, indemnify and hold harmless Landlord and its affiliates from all such losses, damages, liabilities, claims and demands, as well as any and all costs, expenses and attorneys' fees directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of Landlord. If any such claims are asserted against Landlord or its affiliates, Landlord shall notify Tenant, and Tenant may assume the defense of such claims. If Tenant fails to assume the defense, then Landlord may defend in such manner as it deems appropriate. Tenant shall reimburse Landlord for all costs, including attorneys' fees, incurred by Landlord or its affiliates in effecting such defense, in addition to any sum which Landlord or its affiliates may incur by reason of any settlement, award, or judgment. Landlord's right to indemnification hereunder shall exist notwithstanding that joint or concurrent liability may be imposed on Landlord by law.

B. Insurance

During the term of this Agreement, Tenant shall obtain and maintain in full force and effect, at his own expense, such insurance coverage as may be required of Franchisees by Landlord. Such requirements may be specified in any Franchise Agreement between Company and Tenant or otherwise provided to Tenant in writing by Company. Prior to the Commencement Date and thereafter, as requested by Company, throughout the term of this Agreement, Tenant shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by Company and noted on the applicable Certificate of Insurance. The insurance requirements, including, but not limited to, coverages and policy limits, may be increased or modified from time to time by Company at its sole discretion. Requirements as of the date hereof are:

(1) Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a “per occurrence” policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such coverage must not contain an exclusion for occurrences arising from food borne illness and must insure the contractual liability of Tenant under Section 9A of this Lease.

(2) Business Automobile Liability insurance including “owned, leased, non-owned and hired automobile” coverage with a limit of not less than $1,000,000 per accident.

(3) Workers’ Compensation insurance as required by law and Employer’s Liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated.

(4) "All Risk" property insurance covering; (a) the building including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Franchised Restaurant, including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis, (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations, and (c) loss of rents insurance covering a minimum of twelve (12) months fixed minimum rent.

All insurance policies required hereunder of the Franchisee: (a) shall be primary and non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company as a loss payee on the property insurance described in subparagraph 9.B.(4) above, and all other policies shall name Company and its affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds" and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days advance written notice to Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer Rights of Recovery Against Others" endorsement (or its equivalent).

10. REPAIR AND REPLACEMENT OF BUILDINGS

If the building and the plate glass on the Premises shall be damaged by fire or any other occurrence, Tenant shall promptly notify Landlord and Landlord will, within a reasonable time from the date of the damage or destruction, repair or replace the building in accordance with Landlord's then current design standards in effect at the time of the repair or replacement (subject to any changes in applicable codes and to Landlord's ability to obtain all necessary permits and approvals in connection with such repair and replacement) so that Tenant may continue in occupancy. All damage to plate glass shall be Tenant's sole responsibility. Landlord's obligation to rebuild or restore the building shall, however, be only to the extent of insurance proceeds recovered from the insurance required to be provided by Tenant and available to Landlord. In the event that such proceeds are not adequate for such repair or replacement, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency, within thirty (30) days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. In the event that Tenant fails to make payment of any such deficiency within such period, Landlord may, in its sole discretion, terminate this Lease by written notice to Tenant. Rent required to be paid pursuant to this Lease shall not abate during any period that Tenant is unable to occupy the building or the Premises. If the building cannot be replaced or repaired within a reasonable time due to the inability of Landlord to obtain necessary permits or to obtain materials and labor needed therefore, or because of strikes, acts of God or governmental or other applicable restrictions that would prohibit, limit or delay the construction, then the time for completion of the repair or replacement shall be extended accordingly. However,

in any event, if the repair or replacement of the building has not been commenced within a period of one (1) year from date of the damage or destruction, Tenant or Landlord may, at their option, terminate this Lease by written notice to the other. In the event of any damage or destruction occurring during the last five (5) years of the term of this Lease to the extent of fifty percent (50%) or more of the insurable value of the building, Landlord may, by notice to Tenant within forty (40) days after the occurrence of the damage or destruction, in lieu of repairing or replacing said building, elect to terminate this Lease as of the date of the damage or destruction.

Tenant hereby expressly waives and releases any and all claims against Landlord for damages or other relief as a result of any failure of Landlord to rebuild or restore the building in accordance with the provisions of this Section 10. Tenant understands and agrees that Tenant's sole remedy for any such failure shall be to elect to terminate this Lease. In the event the building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of the fire and extended coverage insurance applicable to the building and other permanent improvements and other property of Landlord shall be paid and given to Landlord. Tenant shall execute and deliver any release or other document that Landlord may request in order to obtain the release or control of said proceeds. All proceeds of the fire and extended coverage insurance which are specifically designated by the insurer as being for the equipment and personal property of Tenant shall be paid and given to Tenant.

11. MAINTENANCE, REPAIR AND SURRENDER

Except to the extent of Landlord's obligations (if applicable) under Section 10 (REPAIR AND REPLACEMENT OF BUILDINGS) and Section 15 (EMINENT DOMAIN), Tenant shall, at its expense, (a) keep the entire Premises, Business Facilities on or about the Premises and all utility lines and facilities on or connected to the Premises at all times in good repair, order and condition; (b) replace all broken, damaged or missing fixtures, equipment, personal property, appurtenances and utility lines and facilities and (c) upon the termination of this Lease, whether by lapse of time or otherwise, surrender the Premises in good repair, order and condition, ordinary wear and tear excepted. Upon request by Landlord, Tenant shall remove all signs and other identifying features from the Premises. Tenant's obligation to make repairs to the Premises and Business Facilities shall include all repairs, whether ordinary or extraordinary, including, but not limited to, structural repairs to the building’s foundation, floors, walls and roof.

12. OWNERSHIP AND REMOVAL OF PROPERTY

All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all other articles of property which are the property of Landlord immediately prior to the Commencement Date are and shall remain a part of the real estate and shall be considered to be leased hereunder, saving and excepting only such personal property and trade fixtures as may be purchased by Tenant as evidenced by a written purchase agreement or bill of sale.

Any additions, replacements, alterations or remodeling of improvements on or about the Premises or other property leased hereunder shall immediately become the property of Landlord and shall not be removed by Tenant at the termination of this Lease by lapse of time or otherwise. At or prior to the termination of this Lease, whether by lapse of time or otherwise, Tenant shall remove from the Premises all of its personal property and trade fixtures and any such additions, replacements, alterations or remodeled improvements which Landlord shall require to be removed, and shall repair any damage to the Premises which may have been caused or occasioned by such removal.

13. ALTERATIONS

Tenant shall not make any change in, alteration of, or addition to any part of the Premises or improvements, fixtures or equipment therein, or remove any item or portion of the Premises or any such improvements, fixtures or equipment, without, in each instance, obtaining the prior written consent of Landlord. In any case, any such change, alteration, addition or removal shall be in full compliance with all governmental rules, ordinances, and regulations and any covenants, conditions or restrictions which are applicable to the Property. Any work or improvement, alteration or removal conducted by Tenant on or about the Premises shall be in strict compliance with plans and specifications approved in writing by Landlord, and shall be conducted only by contractors, mechanics and materialmen and with materials approved in writing by Landlord. Landlord may grant or withhold its approvals pursuant to this Section 13 in its sole discretion, and may require that Tenant furnish to Landlord, prior to commencement of any work, a completion and lien indemnity bond in form, content and amount satisfactory to Landlord.

14. LANDLORD'S RIGHT TO PERFORM FOR TENANT

If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord, at its option, may (but shall not be required to), without waiving any default or any of the rights of Landlord hereunder, do the same or cause the same to be done. In addition to any and all other rights and remedies of Landlord, all costs incurred by Landlord in connection with such performance by Landlord shall be due as Additional Rent hereunder immediately upon demand by Landlord, together with interest thereon at the Default Interest Rate.

15. EMINENT DOMAIN

A. Entire Premises

If the whole of the Premises shall be lawfully condemned by eminent domain, or conveyed by Landlord in lieu of condemnation, for any public or quasi-public use or purpose, all rents and taxes or other charges hereunder shall be paid up to the date when the condemning authority shall take possession of the Premises and this Lease shall then terminate. Tenant hereby waives, releases, shall have no interest in, and assigns to Landlord any compensation or award for any such condemnation or

conveyance, including, without limitation, any claims for loss of good will, delay, bonus value, the value of the Premises, the lease, the building, improvements, fixtures or equipment thereon, whether or not installed or paid for by Tenant, except that Tenant shall have the right to compensation as may be specifically awarded to Tenant by the condemning authority for loss or damage to Tenant's removable personal property or for the cost or loss which Tenant may incur in removing Tenant's merchandise and personal property.

B. Partial Taking

In the event that only a part of the Premises shall be lawfully taken, condemned or conveyed by Landlord in lieu of condemnation and Landlord determines, in its sole discretion, that the operation of a Franchised Restaurant on the portion of the Premises remaining after such taking is no longer desirable or would not, from Landlord's standpoint, be economically feasible, Landlord may at any time, either prior to or within a period of sixty (60) days after the date when the condemning authority shall take possession of such portion of the Premises, elect to terminate this Lease. In the event of such termination, the provisions of Section 15A, above, shall apply in the same manner as if a total taking of the Premises had occurred, including, without limitation, the provisions of Section 15A regarding any compensation or award for the condemnation or conveyance. In the event that Landlord shall fail to exercise any such election to terminate this Lease, or shall not have any such election hereunder, Landlord shall (1) with reasonable promptness, make necessary repairs and alterations of the improvements on the Premises for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking, to the extent that such repairs and alterations may be necessary as a result of such condemnation, and (2) be entitled to the entire award for such partial taking and the provisions of Section 15A shall apply with respect thereto. In the event the award for such partial taking is inadequate to make all necessary repairs and alterations in accordance with subparagraph (1) above, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency within 30 days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. If this Lease is not terminated, Tenant's obligation for Fixed Minimum Rent, from and after the date the condemning authority takes possession, shall be reduced to an amount which bears the same proportion to the Fixed Minimum Rent in effect at the time of the condemnation as the total floor area of the building(s) on the Premises following such repairs and alterations bears to the total floor area of the building(s) on the Premises prior to the condemnation.

16. SUBORDINATION AND NON-DISTURBANCE

This Lease and all of Tenant's rights, title and interest in and under this Lease shall, at the option of Landlord, be subject, subordinate and inferior to (a) any ground or underlying leases, (b) any and all mortgages, deeds of trust, collateral assignments of this Lease and similar security instruments (collectively, "Mortgages") and any and all advances made on the security thereof, and (c) the rights of all parties under any sale and leaseback arrangement, and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such leases, Mortgages and/or sale and leaseback

arrangements which Landlord or any grantee, successor or assign of Landlord has or may place upon the Premises or any portion thereof or any of the improvements, fixtures or equipment thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such lease, Mortgage or sale and leaseback arrangement. This provision is intended to include the right of Landlord and its grantees, successors and assigns, any ground lessor and any party to a sale and leaseback arrangement further to encumber the Premises or their interests therein with one or more Mortgages, all of which shall, at the option of Landlord or its grantees, successors or assigns, any such ground lessor or any such party to a sale and leaseback arrangement, be superior to the interest of Tenant hereunder. Alternatively, at the option of Landlord or its grantees, successors or assigns, any mortgagee or other beneficiary of a Mortgage ("Mortgagee") or any ground lessor or any party to a sale and leaseback arrangement, this Lease and the rights of Tenant hereunder may be deemed to be prior and superior to the interests of such party.

In the event that a Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its Mortgage, or in the event of default under any ground or underlying lease or any lease related to a sale and leaseback of the Premises, Tenant's right of possession shall not be disturbed provided (a) Tenant is not then in default under this Lease and (b) Tenant attorns to such title holder. Tenant covenants and agrees that upon foreclosure of any Mortgage it will, subject to any contrary provision in such Mortgage, attorn to any Mortgagee or purchaser at the foreclosure sale as its lessor under this Lease and in the case of a default under the terms of any ground or underlying lease or any lease related to a sale and leaseback it will, subject to any contrary provision in such lease, attorn to the lessor thereunder as its lessor under this Lease and, in either such event, this Lease shall, subject to any contrary provision in such Mortgage or lease, continue in full force and effect as a direct lease between Tenant and such party upon all terms, conditions and agreements set forth in this Lease. In the event of the foreclosure of a Mortgage placed on the Premises by a grantee under a sale and leaseback, such attornment shall be required only if, at the time of such foreclosure, the lease related to such sale and leaseback is also in default.

The subordination of this Lease provided in this Section 16 shall, in the event Landlord shall so elect, be automatic and self-operative, and no special instrument of subordination shall be necessary. Notwithstanding the foregoing, Tenant shall, on demand, at any time or times, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights hereunder to any ground or underlying lease, Mortgage or sale and leaseback arrangement. If Tenant shall fail to execute, acknowledge and deliver any such subordination instrument within five (5) days after receipt thereof, Landlord, in addition to any other remedies available to it as a result of such failure, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

17. COMPLIANCE WITH MASTER LEASE

A. Tenant acknowledges and agrees as follows:

(1) (1) Landlord may have its possessory right in the Premises pursuant to a Master Lease Agreement (Master Lease), and in the event Landlord's possessory right is terminated, Tenant's possessory right would likewise terminate. (The term "Master Lease" shall include, without limitation, any and all amendments, modifications, extensions, renewals or substitutions thereto.)

(2) The terms and conditions of this Lease, and the rights of Tenant under this Lease are subject and subordinate to the terms and conditions of the Master Lease.

(3) Tenant agrees to execute, when required by Landlord, a Landlord's Interest Addendum, in substantially the form as attached hereto as Exhibit B.

B. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, replace, substitute or otherwise modify or amend the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

C. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to enter into a new Master Lease at any time during the term of this Lease. Tenant agrees to execute the Landlord Interest Addendum with respect to any new Master Lease and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

D. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease during the term of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the Best Insurance Rating Guide.

E. In the event of any increase in the rent, percentage rent, or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then the rate of percentage rent payable by Tenant under this Lease shall be increased by the same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum

Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under this Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under this Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease. In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

F. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

18. QUIET POSSESSION

Tenant, upon paying the Rent herein provided and performing all and singular the covenants and conditions of this Lease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises during the term hereof.

19. COMPLIANCE WITH LAW AND RESTRICTIONS

A. Tenant, in connection with any use it may make of the Premises, agrees at all times during the term of this Lease at its own expense to conform to and comply with all federal, state and local laws, ordinances and regulations, and all covenants, conditions and restrictions, whether now or hereafter in force, affecting the use, occupancy condition or configuration of all or any part of the Premises and Tenant's business thereon, including, without limitation, the Americans with Disabilities Act and any state law version of such law. Landlord makes no warranties or representations as to the state of compliance of the Premises, or Business Facilities, or Tenant's actual or intended use thereof with any such laws, ordinances, and regulations (including without limitation any zoning, land use or environmental laws or regulations and any federal, state or industrial health or safety codes) or with any such covenants, conditions and restrictions, and Tenant acknowledges that it has independently investigated same and represents that it will comply therewith. Tenant shall obtain, keep in full force and effect,

and strictly comply with, all governmental licenses and permits which may be required from time to time for Tenant's use and occupancy of the Premises and operation of a Franchised Restaurant thereon. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees or court costs) which result from or arise in connection with any violation of any law, ordinance, regulation, covenant, condition or restriction, whether occasioned by the neglect, omission or willful act of Tenant or any other person on the Premises by permission of or holding under Tenant.

B. Throughout the term of this Lease, Tenant shall comply with and perform all of the obligations of the fee owner or occupant of the Premises pursuant to any and all reciprocal easement agreements, covenants, conditions and restrictions affecting the Premises and pursuant to any articles, charters, by-laws, rules or regulations of any association of owners or occupants of property which includes the Premises. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which result from or arise in connection with any failure of Tenant to comply with such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules and regulations. Without limitation upon the generality of the foregoing, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, any and all assessments, dues, fees, common area maintenance charges and other sums which become due and payable during the term of this Lease in connection with any such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules or regulations or actions of any such association of owners or occupants. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any such assessment, dues, fee, charge or other sum, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such sums which Landlord thus elects to pay or is required to pay. Provided, however, that any such sums which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates.

C. Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications pertaining to the Premises or Tenant's operations thereon which are received by Tenant from any governmental or quasi-governmental entity, any person or entity with actual or alleged power to enforce any covenants, conditions or restrictions affecting the Premises, or any association of owners or occupants of property which includes the Premises.

20. ATTORNEYS' FEES

Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damage by reason of alleged breach of any provision of this Lease or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing

party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the party finally prevailing in any such action or proceeding.

21. LIENS AGAINST PROPERTY

Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises. The interest or estate of Landlord in the Premises shall not in any way be subject to any claim of lien or encumbrance whether by operation of law or by virtue of any Mortgage or other express or implied contract by Tenant. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's or materialmen's lien on account of labor or material furnished to Tenant (whether or not delivered to or located on the Premises) or in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of, Tenant.

In the event any lien is filed against or attached to the Premises or Tenant's interest therein, at Landlord's option, Tenant shall either pay the amount of said lien in full or shall, upon demand of Landlord, provide and pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount deemed sufficient by Landlord, insuring the interest of Landlord and any interest superior to Landlord's interest from any loss by reason of the filing of such lien. Tenant shall immediately pursue in good faith its legal remedies to the end of obtaining removal of said lien.

Tenant shall give Landlord written notice of the commencement of work of any character on or about the Premises at least ten (10) days prior to such commencement. Landlord shall have the right to post and maintain on the Premises such notices of non-responsibility, and to do such other things as may in Landlord's judgment be necessary to protect against such mechanics', laborers' and materialmen's liens as are provided for in the law of the state in which the Premises are located.

22. COMPLIANCE WITH FRANCHISE AGREEMENT(S)

Tenant shall comply with and perform all covenants contained in the Franchise Agreement and in any other franchise agreements, leases or other agreements between Landlord (or Landlord’s affiliates) and Tenant, whether or not pertaining to the Premises. Termination, default, or revocation of the Franchise Agreement for any reason, either in whole or in part, or failure of Landlord and/or Landlord's affiliate(s) and Tenant to enter into such Franchise Agreement within ninety (90) days from the date of this Lease, shall terminate this Lease, without further notice being required.

23. DEFAULTS OF TENANT

A. Events of Default.

The following events shall constitute events of default by Tenant under this Lease:

(1) Failure by Tenant to pay any installment of Rent or any other sum required to be paid by Tenant under this Lease, unless Tenant shall cure such failure within five (5) days after demand therefore.

(2) Failure by Tenant to comply with any term, provision or covenant of this Lease, other than provisions pertaining to the payment of money, unless Tenant shall cure such failure within thirty (30) days after demand therefore; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Tenant shall not be deemed to be in default hereunder if Tenant commences such cure within such period and diligently prosecutes the same to completion thereafter.

(3) Default by Tenant under the Franchise Agreement or under any other franchise agreement, lease, note, or other agreement between Tenant and Landlord and/or any of Landlord's affiliates, whether or not pertaining to the Premises.

(4) Tenant's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Tenant by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing.

(5) Tenant's failure generally to pay its debts as they come due, or making of an assignment for the benefit of creditors, or the appointment of a receiver or custodian (permanent or temporary) for any part of Tenant's property by a court of competent jurisdiction.

(6) Abandonment, desertion or vacation of the Premises by Tenant.

B. Rights on Default

Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to all of the rights and remedies available to Landlord at law or in equity, including without limitation the right, with or without termination of the Lease, to each of the following:

(1) Recovery from Tenant of all Rent and other amounts owing hereunder.

(2) Recovery from Tenant of any other amounts necessary or appropriate in order to compensate Landlord for all of the detriment suffered by Landlord as a result of Tenant's failure to perform its obligations under this Lease.

(3) Re-entry and possession of the Premises, and removal of all persons and property therefrom.

(4) Maintenance of an action for recovery of possession of the Premises, without formal demand or re-entry.

(5) Enforcement of any and all lien rights.

(6) Termination of any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or, in Landlord's sole discretion, succession to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the Rent or other consideration receivable thereunder.

Without limitation upon the generality of the foregoing, in the event of an event of default described in Section 23A(4) or Section 23A(5), above, this Lease and the rights of Tenant may be terminated by Landlord without notification to Tenant as if the date of occurrence of such event of default were the expiration date of this Lease, and Tenant expressly waives all rights under the provisions of the Bankruptcy Rules, and consents to such immediate termination of this Lease. Tenant agrees not to seek an injunctive order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining the operation of this provision.

The rights and remedies of Landlord as provided in this Section 23B are cumulative, in addition to and not exclusive of any and all other rights or remedies now or hereafter given to Landlord by law or by the terms of this Lease. Any re-entry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of such re-entry. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option contained herein, shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies provided herein, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, conditions or provisions of this Lease.

24. DEFAULTS OF LANDLORD

Landlord shall in no event be in default in the performance of any of Landlord's obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after notice in writing by Tenant to Landlord properly specifying wherein Landlord has failed so to perform; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Landlord shall not be deemed to be in default hereunder if Landlord commences such cure within such period and diligently prosecutes the same to completion thereafter. Landlord's non-performance shall be excused and the time for performance shall be extended for as long as and to the extent that such non-performance is due to an act of God, governmental control or other factors beyond the reasonable control of Landlord.

25. RECORDING OF LEASE

Tenant shall not record this Lease without the written consent of Landlord, however, Landlord, in its discretion, may require recordation of a Memorandum of Lease. Tenant agrees to cooperate in the execution and recordation of such Memorandum of Lease which shall be recorded at Tenant's expense.

26. NOTICES

A. All notices or demands of any kind which Tenant is required to or desires to serve on Landlord with respect to this Lease may be served by personal delivery or by mailing a copy of such notice or demand to Landlord by certified mail, with return receipt requested and postage prepaid, in either case at the place in the United States last designated by Landlord as the place at which notices may be served. Landlord hereby designates 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Franchise Development, as the place at which notices shall be served by personal delivery or by mail. Service by mail or by personal delivery shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

B. All notices or demands of any kind which Landlord is required to or desires to serve on Tenant with respect to this Lease may be served by personal delivery at any location or by mailing a copy of such notice or demand to Tenant by certified mail, with return receipt requested and postage prepaid, addressed to Tenant at the place in the United States last designated by Tenant as the place at which notices may be served, or if no such written designation is then in effect, then addressed to Tenant at the Premises. Tenant hereby designates _____as the place at which notices shall be served. Service by personal delivery shall be effective upon such delivery. Service by mail shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

27. APPLICABLE LAW AND PARTIES BOUND

This Lease shall be construed under the laws of the state in which the Premises are situated and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

28. INTERPRETATION

The words “Landlord” and “Tenant,” as used herein, shall include, apply to, bind and benefit, as the context may permit or require, the parties executing this Lease and their respective heirs, executors, administrators, successors and assigns.

The term “Landlord” as used herein shall mean only the owner or owners, at the time in question, of the fee title or a lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and, in case of any subsequent transfers, then the grantor in connection therewith) shall be relieved from and after the date of such transfer of all liability as respects Landlord's

obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

Wherever the context so permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular number shall be construed to include the plural.

29. INVALIDITY

In the event that any term, provision, condition or covenant or any part thereof contained in this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, or the application of such term, provision, condition or covenant or any part thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions and covenants and parts thereof in this Lease shall be deemed to be valid and enforceable.

30. CAPTIONS

The headings and captions contained in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor of any provisions herein contained.

31. ESTOPPEL CERTIFICATES

Tenant shall at any time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or any lender of Landlord.

Tenant's failure to deliver such statement within such time shall constitute a material default of this Lease without any further notice to Tenant. At Landlord's option, such failure may also be deemed conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults in Landlord's performance hereunder, and (iii) not more than one (1) month's Fixed Minimum Rent has been paid in advance.

32. ADDITIONAL RENT

All monetary obligations of Tenant to Landlord under this Lease shall be deemed to be Rent hereunder.

33. BROKERS

Landlord and Tenant each hereby represent and warrant to the other that it has not engaged or dealt with any broker, finder or other agent in connection with its entry into this Lease or the transactions contemplated hereby, other than as expressly disclosed in writing prior to the execution of this Lease. Landlord and Tenant each hereby indemnify and hold the other harmless from and against all claims, demands, losses, liabilities, obligations, costs or expenses (including without limitation attorneys' fees and court costs) incurred by the indemnified party in connection with any claim or demand by any person or entity for any broker's, finder's or other fee or commission in connection with the entry by the indemnifying party into this Lease and the transactions contemplated hereby.

34. RIGHT OF INSPECTION

Landlord shall have the right, exercisable without notice and without liability to Tenant for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for offsets or abatement of Rent, to enter the Premises at all reasonable times during the term of this Lease for the purpose of inspecting the same, or making such repairs or replacements therein as may be required by this Lease or as Landlord may deem appropriate; provided that Landlord shall use all reasonable efforts not to disturb Tenant's use and occupancy and shall, when practical, give Tenant prior notice of such repairs.

35. ENTIRE AGREEMENT

This Lease, together with any Exhibits or addenda attached hereto, constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith.

36. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and any successor Landlord hereunder) to Tenant shall be limited to the interest of Landlord in the building, and Tenant agrees to look solely to Landlord’s interest in the building for the recovery of any judgment or award against the Landlord, it being intended that neither Landlord nor any member, principal, partner, shareholder, officer, director or beneficiary of Landlord shall be personally liable for any judgment or deficiency.

37. HOLDING OVER

If Tenant fails to vacate the Premises at the end of the term of this Lease, then Tenant shall be a tenant at will and, in addition to Percentage Rent due and payable under this Lease during the holdover period, Tenant shall be obligated to pay Fixed Minimum Rent equal to two hundred percent (200%) of the Fixed Minimum Rent payable during the last month of the term. No payments of money paid by Tenant to Landlord following the expiration of the Lease shall reinstate the term, and the term shall not be extended unless it is in writing and signed by Landlord and Tenant.

38. GUARANTY

Tenant represents and warrants that all Owners (as defined below) and their spouses, if required by Company, have executed, simultaneously with Tenant's execution of this Lease, the form of Guaranty attached hereto and incorporated herein by this reference as Exhibit C. For the purposes hereof, "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year shown opposite their respective signatures herein below.

Executed by Tenant this
____ day of _____, 20___

"Tenant"

By: _____

Executed by Landlord this
____ day of _____, 20___

"Landlord"

JACK IN THE BOX PROPERTIES, LLC,
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
By: _____
President
By: _____
Vice President]

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

LANDLORD'S INTEREST ADDENDUM

(SUBLEASE)

This Addendum is incorporated within to that certain Lease Agreement for a JACK IN THE BOX Franchised Restaurant (the "Lease") by and between JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) (hereinafter "Landlord") and , (hereinafter "Tenant"), dated _____, 20__. Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Lease. In the event of any conflict between this Addendum and the Lease this Addendum shall prevail.

1. LANDLORD'S INTEREST IN PREMISES: Landlord is the lessee of the Premises under a certain lease, (hereinafter "Master Lease") between ,(hereinafter "Master Lessor") and , dated _____, 20___, a copy of which, together with amendments dated _____, 20___, is attached hereto and incorporated herein by reference. The Lessee's interest under said Master Lease now vests in Landlord.

2. COMPLIANCE WITH MASTER LEASE: Tenant acknowledges and agrees that the terms and conditions of this Lease, and the rights of Tenant under this Lease, are subject and subordinate to the terms and conditions of the Master Lease and any subsequent amendments, modifications, extensions, renewals or substitutions thereto. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, or otherwise amend, modify, extend, renew or substitute the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such amendments, modifications, extensions, renewals or substitutions to the Master Lease, and(or) Landlord's failure to notify Tenant thereof. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease, as of the date of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the A.M. Best Insurance Rating Guide.

In the event of any increase in the rent, percentage rent or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then the rate of percentage rent payable by Tenant under this Lease shall be increased by the

same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under the Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under the Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under the Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease.

In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

3. TENANT'S INDEMNITY: Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

4. LESSEE'S STATEMENTS AND CERTIFICATES: Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, estoppel certificates, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Master Lessor under the terms of the Master Lease. All certificates or policies of insurance required under this Lease or under the Master Lease shall name Master Lessor as co-insured or additional insured, as the case may be, and all rights of Tenant to insurance proceeds and condemnation awards under this Lease shall be subject to the rights of Master Lessor under the Master Lease.

5. NOTICES: Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications received by Tenant from the Master Lessor, and to promptly notify Landlord of any failure by Master Lessor to perform its obligations under the Master Lease.

6. ENFORCEMENT OF LANDLORD'S RIGHTS UNDER MASTER LEASE: It is hereby acknowledged that Master Lessor may have certain obligations under the Master Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes,

assessments and special charges and impositions, restore, replace and/or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Lease. If said obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Master Lessor's obligations, but Landlord shall not be in default or breach of any of its covenants and duties under this Lease or liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Master Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction thereto by fire or any other cause, Landlord's obligations under this Lease are conditioned upon Landlord obtaining the cooperation and approval of Master Lessor, as the same may be required, and the compliance of Master Lessor with all of Master Lessor's duties under the Master Lease; and Landlord shall not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to default or breach of the Master Lease.

7. INTENT OF THE PARTIES: It is the intent of the parties to hereby create a sublease between Landlord and Tenant and not to effect an assignment of the Master Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and the fee title in the event that either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and shall determine the rights, duties, and obligations of the parties.

Executed by Tenant this
_____, 20___

"Tenant"
By: _____

Executed by Landlord this
_____, 20___

"Landlord"
JACK IN THE BOX PROPERTIES, LLC
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
By: _____
President
By: _____
[Vice President]

EXHIBIT C

GUARANTY

FOR VALUE RECEIVED, and in consideration of the execution of a certain Lease Agreement, of even date herewith and concurrently herewith ("Lease"), covering certain premises more particularly described in the Lease, the creation of the tenancy under said Lease and the extension of credit by "Landlord" (as defined in the Lease) to _____ ("Tenant"), and for the purpose of inducing Landlord to enter into such Lease, each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors"), absolutely, unconditionally and personally, does hereby jointly and severally (as to Tenant and among the Guarantors) guarantee to Landlord, its successors and assigns, the full and prompt payment when due, of all rents, charges and additional sums coming due under said Lease, together with the performance of all covenants and agreements of Tenant therein contained and together with the full and prompt payment of all damages that may arise or be incurred by Landlord in consequence of Tenant's failure to perform such covenants and agreements (all such obligations hereinafter collectively referred to as "Liabilities"), such payment and performance to be made or performed by Guarantor forthwith upon a default by Tenant.

In the event of the death, incompetency, dissolution, bankruptcy or insolvency of Tenant, or the inability of Tenant to pay debts as they mature, or an assignment by Tenant for the benefit of creditors, or the institution of any bankruptcy or other proceedings by or against Tenant alleging that Tenant is insolvent or unable to pay debts as they mature, or Tenant's default under this Lease, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, Guarantor agrees to pay to Landlord upon demand, the full amount which would be payable hereunder by Guarantor if all Liabilities were then due and payable.

This Guaranty shall be an absolute and unconditional guaranty and shall remain in full force and effect as to Guarantor during the demised term of said Lease, and any renewal or extension thereof, and thereafter so long as any Liabilities remain due and payable even though the demised term or any renewal or extension thereof shall have expired. An Assignment of said Lease or any subletting thereunder shall not release or relieve Guarantor from its liability hereunder.

Landlord may, from time to time, without notice to Guarantor: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period), alter or exchange said Lease or any of the Liabilities, (d) release, waive or compromise any liability of any of Guarantor hereunder or any liability of any other party or parties primarily or secondarily liable on any of the Liabilities, (e) release or impair any security interest or lien, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property, and (f) resort to Guarantor for payment of

any of the Liabilities, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of Guarantor or against Tenant or any other party primarily or secondarily liable on any of the Liabilities. No such action or failure to act by Landlord shall affect Guarantor's liability hereunder in any manner whatsoever. Any amount received by Landlord from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect. 5. The written acknowledgment of Tenant, accepted in writing by Landlord, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Tenant, shall be conclusive and binding on the undersigned Guarantors.

Guarantor hereby waives: (a) notice of the acceptance of this Guaranty; (b) notice of the existence, creation, amount, modification, amendment, alteration or extension of the Lease or all or any of the Liabilities, whether or not such notice is required to be given to Tenant under the terms of the Lease; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; (d) any benefit of valuation, appraisement, homestead or other exemption law, now or hereafter in effect in any jurisdiction in which enforcement of this Guaranty is sought; and (e) all diligence in collection, perfection or protection of or realization upon the Liabilities or any portion thereof, any obligation hereunder, or any security for any of the foregoing.

No delay on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no final or partial exercise by Landlord of any right or remedy shall preclude other or further exercises thereof or the exercises of any other right or remedy.

The validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected or impaired by reason of any action which Landlord may take or fail to take against Tenant or by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in said Lease, or otherwise, or by reason of the bankruptcy or insolvency of Tenant and whether or not the term of said Lease shall terminate by reason of said bankruptcy or insolvency.

This Guaranty shall be binding upon Guarantor, and upon the heirs, legal representatives, successors and assigns of Guarantor and shall be governed by the laws of the State of California. Sole and proper venue for any action or proceeding to enforce or interpret this Guaranty will be in San Diego, California.

If Landlord is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplated of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Landlord for any of the above listed costs and expenses incurred by it.

If this Guaranty is executed by a corporation, association, partnership (general or limited), joint venture, syndicate, trust or any other type of organization other than individuals, the individual signatories hereto represent and warrant that they, and each of them, are duly authorized to execute this Guaranty for and on behalf of such organization and that such organization is the sole owner of all ownership interest in Tenant. This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S):

By: _____ Date: _____
Name: Franchise Operator

By: _____ Date: _____
Name: Guarantor

By: _____ Date: _____
Name: Guarantor

[To be used in Build to Suit Scenarios]

JIB No. ____

RENT ADDENDUM

This Addendum to Franchise Lease Agreement ("Addendum") is attached to and entered into concurrently with that certain Lease Agreement, dated _____, by and among JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) ("Company" or "Landlord"), as landlord, and _____ (collectively, "Tenant" or "Franchisee(s)"), as tenants. If there is any conflict between the provisions of this Addendum and the terms of the Lease, this Addendum will control. Unless otherwise defined herein, all capitalized terms in this Addendum shall have the meaning(s) ascribed to them in the Lease.

1. RECITALS. This Addendum is made and entered into with reference to the following facts and circumstances:

a. Landlord and Tenant are parties to that certain Development Agreement, dated _____ ("Development Agreement"), pursuant to which Landlord agreed to construct certain restaurant improvements at the Premises, as described in and according to the terms and provisions of such Development Agreement.

b. The parties now desire to enter into this Addendum to set forth and implement the rent structure contemplated in the Development Agreement for the Premises.

2. LAND AND BUILDING RENT. Landlord and Tenant agree and acknowledge that: (i) the total amount of the "Land Rent" (as defined in the Development Agreement) is $_____; and (ii) the total amount of the "Building Rent" based upon the "Development Costs" (as such terms are defined in the Development Agreement) is $_____. Pursuant to the terms of the Development Agreement, Tenant shall pay Land Rent and Building Rent, as set forth on Schedule 1, attached hereto and incorporated herein by this reference (such Land Rent and Building Rent shall be collectively referred to herein as "Fixed Minimum Rent"). Such Fixed Minimum Rent shall be payable to Landlord in equal monthly installments, beginning on the Commencement Date and continuing throughout the term of the Lease, without set off or deduction and otherwise pursuant to the provisions of the Lease.

3. NO OTHER CHANGES. Except as set forth herein, the terms and conditions of the Lease remain in effect and unmodified.

LANDLORD:

(JACK IN THE BOX PROPERTIES, LLC),

By: _____
Title: _____
Date: _____

[OR
JACK IN THE BOX INC.

By: _____
Title: _____
Date: _____]

TENANT:

_____
Date: _____

EXHIBIT K

GENERAL RELEASE OF ALL CLAIMS

GENERAL RELEASE OF ALL CLAIMS

THIS GENERAL RELEASE OF ALL CLAIMS ("Release") is entered by _____ ("Franchisee") and _____ ("Guarantors") as of _____, 20__ in favor of Different Rules LLC ("Company").

RECITALS

Franchisee and Guarantors (collectively "Releasor"), hereby releases and forever discharges Different Rules, LLC, its officers, directors, agents, employees, subsidiaries, affiliates, parents, and predecessors from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Releasor may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law; or (ii) under any state or federal security, blue sky or similar law; or (iii) in connection with allowances, discounts or compensation of any type received by Different Rules, LLC from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

> **1542 A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

By signing this Release of All Claims, Releasor is giving up all rights under Section 1542 and any similar provision of any state.

This release contains the entire agreement among the parties hereto concerning the subject matter hereof.

The undersigned hereby certify that they have read all provisions of this Release and the quoted California Civil Code Section, that they are represented by counsel, and have been advised or been afforded the opportunity to be advised of the effect of the provisions of this Release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Release freely and without duress.

This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

_____ Dated: _____
[FRANCHISEE]

_____ Dated: _____
[FRANCHISEE]

[ENTITY NAME],
a [STATE OF INCORPORATION] corporation

By: _____ Dated: _____
[FRANCHISEE], President

By: _____ Dated: _____
[FRANCHISEE], Secretary

Add guarantors if any.

EXHIBIT L

MARKET PULSE MEETING PARTICIPATION AGREEMENT

MARKET PULSE MEETING PARTICIPATION AGREEMENT

Different Rules, LLC ("Company") holds regular Market Pulse Meetings with Franchise Operators within each given geographical area/market for the purpose of collaborating, at the market level, to grow restaurant sales, market share, and profits, with a focus on what is controllable at the restaurant level. The Company aggregates performance and financial data, which is then provided to the teams to assist with assessing their performance versus the rest of the market, the system, and the competition. During the Market Pulse Meetings, the teams also compare performance against operations metrics/lead measures, and share local media plans. Markets consist of franchise and Company locations (where applicable) in the same geographical area.

I agree to participate in the Market Pulse Meetings for the markets in which my restaurant(s) is/are located.

I understand that participating in the Market Pulse Meetings means that my sales, transaction level details, profit, and other performance and financial data will be shared by Company with other participants in the Market Pulse Meetings.

FRANCHISEE

Print name: _____

By: _____

Title: _____

Date: _____

EXHIBIT M

EQUIPMENT BROKERAGE AGREEMENT

Date:_____

EQUIPMENT BROKERAGE AGREEMENT

Franchisee: _____

Operator: _____

Broker: DIFFERENT RULES, LLC
9357 SPECTRUM CENTER BLVD
SAN DIEGO, CA 92123

1. RECITALS

Different Rules, LLC ("Franchisor") purchases certain equipment, furniture, fixtures and décor items from various vendors for its own use. For the convenience of its franchisees, Franchisor also acts as a broker for franchisees for the purchase of the following categories of equipment on a select basis: (i) general replacement equipment and décor items; (ii) menu development and Operations Improvement System (OIS) equipment; and (iii) custom-fabricated items (collectively, the "Equipment").

The franchisee referenced above ("Franchisee") may want Franchisor to act as a broker for the purchase of Equipment. Franchisor is willing to do so under the terms and conditions set forth in this Agreement.

2. COMMENCEMENT DATE

This Agreement is valid from the date written above until terminated by either party pursuant to Paragraph 3 below.

3. TERMINATION

Either Franchisor or Franchisee may terminate this Agreement, with or without cause, effective upon written notice to the other party. This Agreement terminates automatically if Franchisee ceases to be a Jack in the Box franchisee.

The rights and obligations of the Parties with respect to transactions originated before the termination of this Agreement survive termination.

4. EQUIPMENT AVAILABLE FOR PURCHASE AND PRICES

Franchisor will provide Franchisee a written description of any Equipment it is willing to purchase on Franchisee's behalf, and the prices and specific payment terms relating to that Equipment. Franchisor agrees to purchase that Equipment on Franchisee's behalf in accordance with those terms and the terms of this Agreement.

5. EQUIPMENT ORDERS

Franchisee must provide Franchisor with a written request for each Equipment order in the form required by Franchisor ("Order"). The terms, conditions and provisions of this Equipment Brokerage Agreement shall be in full force and effect for each such Order.

Receipt of an Order from Franchisee constitutes: (i) Franchisee's authorization for Franchisor to enter into binding agreements to purchase the Equipment on behalf

of Franchisee; and (ii) Franchisee's agreement to promptly pay the listed price of the Equipment, Franchisor's mark-up for brokerage services, all freight, taxes and other fees in connection with the purchase of the Equipment.

6. CANCELLATION OF ORDER

Franchisee may not cancel or modify an Order that has been delivered to Franchisor, except at the sole discretion of Franchisor. Any agreement between Franchisee and Franchisor to cancel or change an Order must be in writing and signed by Franchisor. If Franchisor agrees to accept a cancellation or modification of an Order, Franchisee nevertheless must pay all handling charges, transportation expenses and restocking charges incident to any such cancellation or change.

7. PAYMENT TERMS AND FEES

Franchisee will pay Franchisor a broker fee in the amount of eight percent (8%) of the purchase price of the Equipment ordered. Payment terms will be Net 21 days.

8. TAXES

Franchisee must pay all federal, state, municipal or other political subdivision excise, sales, use, property, purchase, lease, possession or other taxes now in force or enacted in the future required to be collected by Franchisor on account of Equipment or services furnished to Franchisee, except for federal or state taxes based upon Franchisor's net income. Franchisee will pay any such taxes upon demand.

9. FRANCHISEE AUTHORIZED PERSONNEL

The "Authorization" attached as Exhibit A, lists the individuals (other than the Franchise Operator) authorized to order Equipment on Franchisee's behalf. Franchisee may change the Authorization only by written notice to Franchisor, which will be effective upon receipt. Any change to the Authorization will not be effective for any Orders received, purchases otherwise made or expenses incurred by Franchisor pursuant to the direction of a person previously listed on the Authorization. Franchisee is liable for performance of agreements entered into by, and payment of all charges for all Equipment ordered by or delivered to, individuals listed on the Authorization.

10. SITE PREPARATION, PERMITS, FEES AND INSTALLATION

Franchisee is responsible for preparing the restaurant site as necessary for the Equipment to be installed, including adding or altering electrical connections. Franchisee is also responsible for properly installing the Equipment, obtaining any necessary permits, inspections, safety tests and licenses. Franchisor's sole responsibility is to purchase the Equipment ordered by Franchisee.

11. FORCE MAJEURE

Franchisor will not be liable to Franchisee for delayed purchase or delivery, or non-delivery, of Equipment due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply or any similar or different contingency beyond its control that would make performance commercially impracticable, whether or not the contingency is of the same class as those previously enumerated.

12. LIABILITY

Except as otherwise provided in this Agreement, Franchisee assumes all liability, including but not limited to the entire Risk of Loss in the event of disappearance, theft, destruction of or damage to the Equipment from any cause whatsoever (all

referred to as a “Casualty Occurrence”) from the time Equipment is shipped from the Manufacturer or Distributor or other third party. No such Casualty Occurrence will relieve Franchisee of the obligation to make payments under this Agreement, or of meeting any other obligation under this Agreement.

Franchisor is not responsible for expenses, losses or any damages of any nature due to Equipment failure caused by defects in material or workmanship. Franchisee's sole remedy, if any, lies with the Manufacturer, Distributor or other third party from whom Franchisor purchased the Equipment on Franchisee’s behalf.

13. INDEMNITY

Franchisee hereby agrees to indemnify Franchisor against, and to hold Franchisor harmless from, any and all claims, actions, damages, attorneys fees, obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrine of strict liability or by operation of law) arising out of the manufacture or condition of the Equipment, or the purchase, lease, loan, delivery, possession, operation, use of return of the Equipment. The provisions of this paragraph survive termination of this Agreement with respect to events occurring prior to such termination.

14. NO WARRANTIES BY DIFFERENT RULES, LLC

DIFFERENT RULES, LLC MAKES NO ORAL, STATUTORY OR IMPLIED WARRANTIES RELATING TO THE EQUIPMENT OR THE SALE, DELIVERY, INSTALLATION, OPERATION OR USE THEREOF. DIFFERENT RULES, LLC NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME FOR IT, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. DIFFERENT RULES, LLC IS NOT THE MANUFACTURER, DISTRUBUTOR OR SUPPLIER OR THE EQUIPMENT, BUT SIMPLY AGREES TO ACT AS AGENT FOR FRANCHISEE UNDER THIS AGREEMENT AS AN ACCOMMODATION. DIFFERENT RULES, LLC MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR FITNESS, AND AS TO DIFFERENT RULES, LLC, FRANCHISEE ACKNOWLEDGES THAT THIS EQUIPMENT IS ENTIRELY SUITABLE FOR HIS/HER PURPOSES.

15. SECURITY INTEREST IN EQUIPMENT

Upon Franchisor's acceptance of an Order for any Equipment purchase, Franchisee is indebted to Franchisor for (i) the principal amount of the purchase price as specified on the Order; (ii) the amount of the mark-up compensation for Franchisor’s services; and (iii) in the amount of all freight charges, taxes and other fees incidental to the purchase and delivery of the Equipment ordered, (all of which is collectively referred to as the “Purchase Price”). To secure such indebtedness and all extensions and renewals thereof, Franchisee hereby grants to Franchisor a security interest in the Equipment described on the Order, together with the proceeds of the sale of the Equipment, any replacements, accessions or additions thereto (which property is for the purposes of this section hereinafter referred to as the “Collateral”).

Until the Purchase Price is paid in full, Franchisee warrants that Franchisee (a) will properly maintain, repair and preserve the Collateral and insure the same against loss; (b) will pay all taxes that may become a lien on the Collateral; (c) will not sell, contract to sell, lease, encumbrance or other dispose of the Collateral nor change its physical location from the Jack in the Box restaurant premises to which it was delivered; (d) will sign any additional agreements, assignments or documents that

may be deemed necessary or advisable by Franchisor to effectuate the purpose of this Agreement and the protection of the Collateral.

16. DELINQUENT PAYMENTS

If any payment to Franchisor required under this Agreement is not paid by its due date, Franchisee agrees to pay interest at the then-current rate established by Franchisor under its Franchise Payment Policy or the maximum rate permitted by law, whichever is less. Additionally, if Franchisee does not pay the invoice by the due date, Franchisee is obligated to pay any collection and legal expenses, including attorneys' fees, necessary to obtain full payment of the invoice amount. Franchisor's acceptance of any payment less than the full amount of any invoice will not constitute a waiver of Franchisor's right to collect the balance, and will not be deemed satisfaction of Franchisor's claim.

17. REMEDIES UPON DEFAULT

In the event of: (a) any failure by Franchisee to pay when due any payment required by this Agreement, (b) any failure by Franchisee to perform or comply with any other obligations under this Agreement, or (c) any loss or theft of any purchased Equipment for which Franchisor is not yet fully paid, or substantial damage or destruction to such Equipment, or issuance of any lien, levy, attachment, garnishment or judicial process relating to such Equipment; (d) any use or intended use of Equipment other than in Jack in the Box restaurants in the context of normal restaurant operations; (e) any insolvency, bankruptcy, business failure, assignment for the benefit of creditors of the appointment of a receiver for Franchisee or its property, or a bulk transfer of Franchisee's Equipment, furniture, fixtures, inventory or other personal property, (f) Franchisor deeming itself insecure, believing in good faith that the prospect of payment of indebtedness under this Agreement or of performance of this Agreement is impaired; (g) any default under the terms of any Franchise Agreement or Lease Assignment between Franchisor or its affiliates and Franchisee or its affiliates, Franchisor will have the following remedies:

Franchisor may exercise any and all rights and remedies granted a secured party under the Uniform Commercial Code, including seizure and sale. Seizure shall be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned thereby. In the event of seizure and sale of any Equipment hereunder by Franchisor, it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees, second to service charges on past due payments and third to other amounts due; thereafter any surplus will be paid to Franchisee or such other person as may be entitled thereto. Franchisee will remain liable for any deficiency, which shall pay to Franchisor immediately upon demand.

18. DIFFERENT RULES, LLC FAILURE TO PERFORM - LIQUIDATED DAMAGES

It is agreed that it is impractical if not impossible to fix the actual damages, if any, that may proximately result from a failure on the part of Franchisor to perform any of its obligations under this Agreement. It is further agreed that if Franchisor is found liable to Franchisee for loss or damage due to a failure to perform in any respect, even if due to Franchisor's negligence, Franchisor's liability will be limited to a sum equal to ONE HUNDRED DOLLARS ($100), as liquidated damages and not as a penalty and that this liability is exclusive and in no event will Franchisor be liable for any special, incidental or consequential damages, loss of profit, data or any other losses whatsoever.

19. NOTICES

Any notice required under this Agreement will be deemed duly given if put in writing and delivered personally or mailed by first class mail, postage prepaid, to Franchisor at the addresses given on the first page of this Agreement (or different mailing address if provided to Franchisee in writing), and to Franchisee at the last mailing address Franchisee or Operator provided to Franchisor in writing.

20. ASSIGNMENT

This Agreement is not assignable by Franchisee without the prior written consent of Franchisor. Any such attempted assignment shall be void. This Agreement is assignable by Franchisor at any time.

21. ENTIRE AGREEMENT

It is specifically understood and agreed that all understandings between the parties relating to this Agreement are merged in this Agreement, which constitutes the entire agreement between Franchisee and Franchisor relating to brokerage of Equipment, and neither party relies upon any statement or representation that is not in this Agreement. No check list, instruction or summary provided to Franchisee by Franchisor will modify the terms and conditions of this Agreement, or affect Franchisee's responsibilities to Franchisor as defined in this Agreement.

22. MODIFICATION

This Agreement can be modified only by a written agreement signed by persons authorized to sign agreements on behalf of Franchisee and Franchisor.

23. SEVERABILITY

If any part of this Agreement is adjudged by a Court of competent jurisdiction to be invalid, such judgment will not affect the validity of the remainder of this Agreement.

24. WAIVER

No failure on the part of either party to exercise, nor delay in exercising, any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege; nor will any single or partial exercise of any right, power or privilege under this Agreement preclude further exercise of such right or any other right under this Agreement.

25. CAPTIONS

The captions herein are for convenience only and do not define or in any way limit any of the terms of this Agreement.

26. JOINT AND SEVERAL LIABILITY

If more than one Franchisee is named in this Agreement, the liability of each is joint and several.

27. NOT A CONSUMER CONTRACT

Franchisee represents that the Equipment is being purchased for business purposes and agrees that under no circumstances shall this Agreement be construed as a consumer contract.

BROKER:

DIFFERENT RULES, LLC

By: _____
Title: _____
Date: _____

FRANCHISEE:

_____
(Print Name)

By: _____
(Signature)
Date: _____

EXHIBIT A

AUTHORIZATION

Names of individuals (in addition to the Operator of the franchised restaurant) who are authorized to purchase equipment for Franchisee under terms of the Jack in the Box Equipment Brokerage Agreement:

Effective Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Franchise Operator signature)
Date: _____

_____ (Franchise Operator printed name)
Date: _____

This authorization is effective until written revocation is received by Different Rules, LLC.

EXHIBIT N

MASTER TECHNOLOGY AGREEMENT

MASTER TECHNOLOGY AGREEMENT

This Master Technology Agreement is effective as of ENTER EFFECTIVE DATE ("Effective Date") and is entered into by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Franchisor"), and ENTER FRANCHISEE ENTITY NAME a(n) ENTER STATE OF INCORPORATION corporation ("Franchisee"), (each individually, a "Party," and collectively, the "Parties") and includes all attachments, exhibits and supplements hereto as specified below (collectively, the "Agreement").

WHEREAS, Franchisor operates and franchises JACK IN THE BOX® branded restaurants ("Restaurant" or "Restaurants"); and,

WHEREAS, Franchisor and Franchisee have entered into (a) separate agreement(s) whereby Franchisor has granted Franchisee the right and license to operate one or more Restaurants ("Franchise Agreement"); and,

WHEREAS, Franchisor requires the use of a Technology System (hereinafter defined) and certain other services in the operation of the Restaurants in order to maintain the security, optimal functionality and serviceability of certain systems and services; and,

WHEREAS, Franchisee wishes to: a) use the Technology System and its various components; and b) procure and/or lease certain hardware, software, equipment and/or services from Franchisor and/or a Franchisor-approved third-party vendor.

NOW, THEREFORE, in consideration of the mutual promises and covenants described in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TECHNICAL SUPPORT SERVICES

1.1 **Technical Support Services**. Franchisor may provide technology-related services and technical services that support the Technology System ("Technical Support Services") to Franchisee either directly or through an approved third-party vendor ("Approved Vendor"), and Franchisee may be billed either directly from Franchisor or from the vendor providing the services. Technical Support Services may be suspended if Franchisee is not current in its payments to Franchisor or to any third-party for such Technical Support Services.

1.2 **Changes to Required Environment**. Franchisee must at its own cost and expense obtain, install, add to, update, upgrade, alter, modify, use and maintain any and all hardware, personal computer equipment (PCs), servers, specialty service equipment, firewalls, telecommunications equipment, high-speed communication equipment, (e.g. satellite or digital subscriber line (DSL)), network connectivity equipment, antennas, POS System, Software, email systems, voicemail box systems, Internet, Intranet, other technology equipment as may be specified by Franchisor, (including any applicable passwords for accessing and using same), and any support-related processes as may be specified by Franchisor, and which may be modified by Franchisor from time-to-time, all of which are used in the support and/or operation of a Restaurant (collectively the "Technology System"). Franchisor, at its option, may discontinue Technical Support Services for any part of the Technology System that becomes obsolete or requires parts that have been discontinued or are generally unavailable. Additional fees or costs may be incurred by Franchisee to support any obsolete component. Alterations, changes, or modifications to the Technology System and/or the Technical Support Services are prohibited unless Franchisor: (i) provides its prior written approval, and (ii) such approved modifications are made only by Franchisor or an Approved Vendor.

1.3 **Authorization of Self-Maintenance Services**. Franchisor may authorize Franchisee to self-maintain and support certain components of the Technology System. Any requirements for becoming a self-maintainer for any particular components of the Technology System will be set

forth on Exhibit B to this Agreement and/or as specified in any Franchisor provided manual (the "Manuals").

1.4 **Menu Management Services.** Franchisor shall provide and Franchisee shall use Franchisor's menu and pricing management services at each Restaurant in accordance with Franchisor's current standards. From time to time, Franchisor directly, or through a third-party vendor, may offer pricing suggestions for Franchisee's menu; however, Franchisee is fully and exclusively responsible for establishing its own product prices at each Franchisee Restaurant, other than for specific products for which Franchisor may set a price ceiling.

(A) Franchisor will install all recipe and menu data required as part of the menu management system and integrate that data into the point-of-sale system ("POS System") at Franchisee's Restaurant(s). This service includes standard video routing for the POS System. Any changes from standard video routing must be requested in writing or by contacting Franchisor Technical Support Services. Requests will be completed within five (5) business days after receipt of request.

(B) Franchisor will program all pricing data into the menu management system and program initial system level pricing in the POS System. Changes from initial system level pricing must be requested in writing and standard price or menu item changes will be completed within approximately five (5) business days after receipt of the request. Franchisor will try to program all other non-standard special menu and/or pricing requests within ten (10) business days of receipt of request. Franchisor reserves the right, in its sole discretion to establish systems and set policies and procedures under which Franchisees may have the flexibility to program pricing data into the menu management system in the POS System. Provided, however, that Franchisees shall not program pricing data into the menu management system in the POS system without Franchisor's prior written consent using vendors and products that have been approved in advance and in writing by Franchisor.

(C) Franchisor will program the tax rates for each Restaurant when and if it receives official notification of tax rate changes from the Franchisee, but Franchisee is responsible for ensuring that all tax rate information in the menu management system is accurate and in compliance with all applicable tax laws. Any requests to change menu information that results in a tax rate change will be classified as a non-standard request and may require up to ten (10) business days to process.

(D) Franchisor may update or change: menu items, promotions, product descriptions, "voice of the guest" frequency changes, coupons and discounts, kiosk systems, training modes, biometrics, outside order takers, electronic benefit transfer systems (EBT), foreign currencies, recipes, ingredients and preparation updates used for back office applications.

(E) Franchisee is required to designate its representatives who are authorized to submit requests for non-standard special menu programming and price changes. The designation will become effective upon receipt. Franchisor may limit the number of representatives Franchisee may designate. Franchisee may change any of its designated representatives by providing five (5) business days' advance written notice to Franchisor.

2. SOFTWARE AND RELATED DOCUMENTATION

2.1 **Description of Software**. The "Software" means computer software programs (including but not limited to any application software), whether developed and owned by Franchisor or such other Third-Party, licensed to Franchisor, or licensed or sublicensed to Franchisee, and includes any related documentation, machine-readable code, intermediate code or interpreted form, and all corrections, modifications and enhancements to such programs. Software does not include source code. Franchisee must use Software required by Franchisor and may elect to use any

Software approved by Franchisor and designated by Franchisor as optional. Failure to use any of the required Software constitutes a breach of this Agreement.

2.2 **Grant of License**. Subject to the limitations and conditions contained in this Agreement or in the Manuals (including the payment of any applicable fees), Franchisor grants to Franchisee a non-exclusive and non-transferrable limited license to use the Software for the internal operation of Franchisee's Restaurant business ("Software License"). All use of the Software shall be in accordance with its additional applicable licensing requirements, if any.

2.3 **Term and Termination of Software Licenses**. Unless otherwise specified, the term each Software License begins when the Software is delivered to Franchisee, provided access to it by Franchisor, and/or installed as part of the Technology System, and is effective until terminated by Franchisor, the expiration or termination of this Agreement, or the Franchise Agreement is terminated, whichever occurs first.

Franchisee may terminate the Software License for any optional, but not required, Software at any time by providing thirty (30) days' advance written notice to Franchisor, and by turning off or returning the optional Software, together with all copies in any. At Franchisor's option, Franchisee may destroy, rather than return, the optional Software and certify in writing as to its proper destruction and discontinuation of use.

2.4 **Limitations on Use of Software**. Franchisee must ensure that all Software is used exclusively in connection with the operation of Franchisee's Restaurant(s) and only in the manner expressly permitted by the terms of this Agreement. Franchisee may not use, copy, or otherwise transfer any Software, or any copy of any Software, in whole or in part, except as expressly provided for in this Agreement. Franchisee may not, and Franchisee may not allow others to, disassemble, decompile, or otherwise reverse engineer any Software. Transferring possession of any copy, modification, or merged portion of Software to another party is a breach of this Agreement.

2.5 **No Other Software Permitted**. The Software specified by Franchisor is the only software Franchisee is authorized to install onto or otherwise use in or on the Technology System. Operation of other software may cause damage to or loss of the Software or its data and is a breach of this Agreement.

2.6 **Changes to Software**. Franchisor may change its Software requirements at any time, in its sole discretion. Any other software, software derivatives, or software components licensed to Franchisee will be documented in a separate agreement, a separate supplement to this Agreement, or publication of the change in the Manuals. Franchisor will give Franchisee thirty (30) days' advance written notice of any change in Software requirements.

2.7 **Title to Software and Related Materials**. Title to the source code, Software and its related documentation (including, but not limited to: originals, copies, translations, compilations and partial copies, and its derivatives) will not pass to Franchisee, But title to the media (if any) on which Software is recorded and transmitted will pass to Franchisee. Franchisee must not make any improvements to the Technology System.

2.8 **Software.** The Software may only be used for obtaining or maintaining data, and nothing in the Software is intended to restrict or influence Franchisee's rights to establish and control its policies and procedures relating to employment matters or any other matters that are subject to federal, state, or local laws and regulations. Franchisee is solely responsible for ensuring Franchisee's compliance with all applicable laws. Franchisor recommends that Franchisee seek the advice of counsel in using the Software, in setting all Software configurations, choosing pricing and sales tax rates and similar activities. Franchisor may, from time to time, provide information to Franchisee about Software capabilities and configurations; however, Franchisor makes no representations or warranties regarding the accuracy of that information.

3. HARDWARE

3.1 **Description of Hardware**. Franchisee shall install and use any computer or technology-related equipment (collectively "Hardware") designated as required by Franchisor

3.2 **Requirements for Use. Franchisee is responsible for:**

(A) any and all site preparation necessary for use of the Technology System, including dedicated electrical connections with power protection, telephones and telephone lines;

(B) using the Franchisor-specified communication equipment for the polling and transmission of data;

(C) using the Franchisor-approved e-mail and other communication-related equipment and/or services, and such other computer-related accessories or peripheral equipment as Franchisor may specify;

(D) coordinating with Franchisor to ensure the proper installation of the Technology System using Approved Vendors and in accordance with specifications that have been established by Franchisor;

(E) obtaining any permits, inspections, safety tests and licenses required; and

(F) the payment of all taxes and fees in connection with site preparation, Technology System purchases, installation and operation.

3.3 **Labeling of Equipment**. Upon Franchisor's request, Franchisee will plainly, permanently and conspicuously mark the Technology System and any Leased Equipment (as defined below) by stenciling or by affixing a metal tag or plate to the Leased Equipment, indicating the interest of any owner, whether Franchisor or a third-party vendor ("Owner"), in the Technology System and/or any equipment leased for use with the Technology System ("Leased Equipment"). Franchisor may also create a document or database which specifies any Leased Equipment ("Leased Equipment Schedule") that identifies Leased Equipment by serial number or other identifying data. Franchisee will not remove or deface any marking or labels affixed to the Technology System and/or any Leased Equipment, and will replace any such stenciling, tag or plate that may be removed or destroyed or become illegible. Franchisee will keep the Technology System and/or all Leased Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Franchisee or anyone other than its Owner.

4. FILES AND SECURITY

4.1 **Data**. Franchisor may, at its discretion, transmit certain data electronically to pre-specified Franchisor Directories. Franchisee may not transmit, alter, add or delete any data, Directory, File, Database, or software program that facilitates the operation of a larger software program ("Dynamic Link Library"). Any such transmission, alteration, addition or deletion to data or the contents or structure of any Directory, File, Database, or Dynamic Link Library may cause errors in the Technology System or prevent the Technology System from functioning properly. Notwithstanding the above, Franchisee may transmit data or information contained in any Directory, File, Database, Dynamic Link Library for the purpose and by means of polling a computer, provided that the polling does not interfere with Franchisor's polling or alter the data in any way. Franchisee acknowledges that the methods or practices related to data transmission, storage and/or security employed by Franchisor may not meet Franchisee's requirements or be in compliance with all applicable laws and regulations. Any data hosted or stored by Franchisor (or through its third-party data hosting and/or storage providers) is for the facilitation of Services under this Agreement and is not suitable for any third-party or government certification and/or audit. Franchisee is solely responsible for

maintaining its own data storage, data retention and other requirements as may be necessary to comply with applicable laws and regulations. Any data hosted or stored on Franchisor's systems (or through its third-party data hosting and/or storage providers) may be deleted, amended, altered or destroyed by Franchisor or on Franchisor's behalf at any time in Franchisor's sole discretion.

4.2 **Payment Card Industry Data Security Standards**. Franchisee is responsible for the security of information contained in the Technology System. This includes the security of identifying information assigned by a credit and/or debit card issuer that identifies a cardholder's account or other cardholder personal information ("Cardholder Data") if Franchisee accepts credit cards as payment. Franchisee understands that certain equipment covered by this Agreement may contain Cardholder Data. As required by the Payment Card Industry Data Security Standards ("PCI DSS") requirements, Franchisee must maintain appropriate business continuity procedures and systems to ensure the security of Cardholder Data in the event of a disruption, disaster or failure that would compromise Cardholder Data. In the event of a breach or intrusion of or otherwise unauthorized access to Cardholder Data, Franchisee must immediately notify Franchisor in the manner required in the PCI DSS requirements and provide an approved third-party full access to conduct a thorough security review following a security intrusion. In the event of termination or expiration of this Agreement, Franchisee and its respective successors and permitted assigns shall ensure compliance with PCI DSS requirements even after expiration of this Agreement.

4.3 **Security and Password Protection**. Franchisee must ensure that only authorized users have access to any user identifications and/or passwords for use in connection with the Technology System, and must not disclose such user identifications and/or passwords to any other individual. Franchisee acknowledges and agrees that it is solely responsible for strictly maintaining the confidentiality and integrity of such user identifications and/and passwords and for all activities that occur under all user identifications and /or passwords assigned to Franchisee or any of its employees. Franchisee must ensure that user identifications and/or passwords are not re-assigned, transferred or otherwise used by any other person than to whom the user identification and/or password was assigned by Franchisor. Access to the Technology System may not be shared with any other person or entity. Franchisor shall not be responsible for any third-party access to accounts assigned to Franchisee or any of its employees when such access results from theft or misappropriation of such accounts. Franchisee must notify Franchisor immediately in writing if the security or integrity of an identification or password has been compromised. Franchisor reserves the right, in its sole discretion, to refuse or terminate access to any part of the Technology System, terminate accounts, and to remove and/or edit content posted on any part of the Technology System without notice to Franchisee.

4.4 **Links to third-party sites/services**. Parts or components of the Technology System may contain links to other websites ("Linked Sites"). The Linked Sites are not under Franchisor's control and Franchisor is not responsible for the content of any Linked Sites, including, without limitation, any link contained in a Linked Site or any changes or updates to Linked Sites. Franchisor provides these links to Franchisee only as a convenience, and the inclusion of any link does not imply endorsement by Franchisor of the Linked Site, its content, or any association with its operators.

4.5 **Limitations**. Franchisee will not use the Technology System for any purpose that is unlawful or prohibited by this Agreement. Franchisee may not use the Technology System in any manner which could damage, disable, overburden, or impair the Technology System in any way or interfere with any other party's use of the Technology System. Franchisee may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Technology System.

4.6 **Intellectual Property Rights**. All Software and content included as part of the Technology System, including text, graphics, logos, documents, and images, is the property Franchisor or its suppliers and protected by Copyright and other laws that protect intellectual property and proprietary rights. Franchisee agrees to observe and abide by all Copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto. Franchisee

will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, included as part of the Technology System. Use of the Technology System does not entitle Franchisee to make any unauthorized use of any protected content, and in particular, Franchisee will not delete or alter any proprietary rights or attribution notices in any content. Franchisee will use protected content solely for the purposes specified in this Agreement and will make no other use of the content without the express written permission of Franchisor and the Copyright owner. It is expressly agreed and understood that Franchisee does not acquire any ownership rights in any protected content. Franchisor does not grant Franchisee any licenses, express or implied, to the intellectual property of Franchisor or Franchisor's licensors except as expressly authorized by this Agreement.

4.7 **Use of Communication Services**. The Technology System may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable Franchisee to communicate with the public at large or with a group (collectively, "Communication Services").

(A) Franchisee agrees to use the Communication Services only to post, send and receive messages and materials that are proper and related to the particular Communication Service. Franchisee, including its employees, will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, material or information; upload files that contain software or other material protected by intellectual property law (or by rights of privacy of publicity) unless Franchisee owns or controls the rights thereto or has received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to see or buy goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that Franchisee knows, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

(B) Franchisor has no obligation to monitor the Communication Services but reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Franchisor reserves the right to terminate Franchisee's access to any or all of the Communication Services at any time without notice for any reason whatsoever.

(C) Franchisor reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Franchisor's sole discretion.

(D) Franchisee must not post or provide any personally identifying information in any Communication Service unless absolutely necessary and only if Franchisee has taken reasonable precautions to safeguard such information.

(E) Franchisor does not control or endorse the content, messages or information found in any Communication Service and, therefore, Franchisor specifically disclaims any liability with regard to the Communication Services and any actions resulting from Franchisee's participation in any Communication Service.

(F) Information posted on the Technology System may contain material that is not expressly authorized by Franchisor, and therefore such content may not be relied on as approved or authorized by Franchisor.

(G) Content uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination and Franchisee is responsible for adhering to such limitations before uploading content.

4.8 **Content provided to Franchisor or posted on the Technology System**. Franchisor does not claim ownership of the content provided to Franchisor by Franchisee or its employees (including feedback and suggestions), or content posted, uploaded, input or submitted to the Technology System (including the Communication Service) or any of Franchisor's associated services (collectively "Submissions"). However, by providing, posting, uploading, inputting, or submitting Submissions, Franchisee grants Franchisor and its subsidiaries a non-exclusive, transferrable, fully-paid up license to use the Submissions in connection with the operation of Franchisor's businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat such Submission; and to publish Franchisee's name in connection with such Submission. No compensation will be paid for Franchisor's use of any Submission. Franchisor is under no obligation to post or use any Submission that Franchisee may provide and may remove any Submission at any time in Franchisor's sole discretion. By providing, posting, uploading, inputting, or submitting any Submissions, Franchisee warrants and represents that Franchisee owns or otherwise controls all of the rights to such Submissions as described in this Section including, without limitation, all the rights necessary for Franchisee to provide, post, upload, input or submit the Submissions.

4.9 **Discarding of Equipment**. Prior to discarding any part of the Technology System, Franchisee must ensure that all Cardholder Data, personally identifiable information, and all such other Confidential Information is removed and/or destroyed in order to ensure that such information cannot be retrieved. Requirements may include "wiping" or physical destruction of any hard drives or memory. Any credit Cardholder Data on electronic media must be either a) rendered unrecoverable so that it cannot be reconstructed via a secure wipe program in accordance with industry-accepted standards for secure deletion or b) otherwise physically destroyed (for example, degaussing).

5. EQUIPMENT LEASING. As an accommodation, and for Franchisee's convenience in the operation of JACK IN THE BOX® branded restaurants, Franchisor may lease equipment, whether owned by Franchisor or a third-party under the terms of a master lease agreement, to Franchisee under a separate equipment lease agreement.

6. PURCHASE REQUISITIONS

6.1 **Franchisee Requisitions**. Franchisee and its designated representatives are authorized to procure and/or lease from Franchisor, or through an Approved Vendor, certain Hardware, Software, other equipment, training materials, other materials, services, and/or training (collectively "Goods/Services"). Payment for all Goods/Services ordered by or accepted by Franchisee or its designated representatives ("Purchase Requisition") will be the responsibility of Franchisee. Franchisee may designate its authorized representatives by providing written notice to Franchisor, which will become effective upon receipt. Any such change will not be effective for any Purchase Requisition (hereinafter defined) received, purchases made or expenses incurred by Franchisor pursuant to the direction of Franchisee's designated representative before Franchisor received written revocation of authorization. Franchisor may limit the number of representatives that Franchisee may designate and may require Franchisee to submit a Purchase Requisition in writing.

Franchisor's receipt of a Purchase Requisition from Franchisee constitutes authorization for Franchisor to enter into binding agreements with third-parties to obtain and deliver the Goods/Services ordered; Franchisee's agreement to sign and return to Franchisor any applicable

receipt, delivery and/or acceptance documentation upon delivery of the Goods/Services; and, Franchisee's agreement to promptly pay the Procurement Price (hereinafter defined) for such Goods/Services ordered.

6.2 **Cancellation of Purchase Requisition**. No Purchase Requisition submitted by Franchisee and received by Franchisor may be cancelled or modified in any respect except in writing by an officer of Franchisor. Franchisee shall pay all handling charges, transportation expenses and restocking charges incident to any such cancellation or change.

6.3 **Indebtedness to Franchisor**. Upon Franchisor's receipt of a Purchase Requisition, Franchisee must pay: the principal amount of the purchase price or lease amount for any Goods/Services ordered; any mark-up specified; and, the amount of all freight charges, taxes, brokerage fees, and other fees incidental to the purchase, lease, delivery and/or performance in providing the Goods/Services (all collectively referred to as the "Procurement Price").

Franchisee hereby grants to Franchisor a security interest in the personal property purchased and/or leased through a Purchase Requisition, together with the proceeds, any replacements, accessions or additions (which property is for the purposes of this Section hereinafter referred to as the "Collateral").

6.4 Until the Procurement Price is paid in full, Franchisee warrants that it will:

(A) properly maintain, repair and preserve the Collateral and insure the same against loss;

(B) pay all taxes that may become a lien on the Collateral;

(C) make no sale, contract to sell, lease, encumbrance or other disposition of the Collateral;

(D) execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Franchisor to accomplish the purpose of this Agreement and to protect the Collateral.

7. FEES AND INVOICING

7.1 **Fees**. Any and all fees payable by Franchisee to Franchisor shall be set forth in Exhibit A and/or in the Manuals. Franchisor may increase the fees for any Goods/Services, equipment, Software, service and/or lease provided under this Agreement upon thirty (30) days' advance notice before the effective date of the increase. Franchisor may change the fees and/or fee structure at any time upon thirty (30) days' advance notice before the effective date of the change, and future technology enhancements or improvements will likely result in an increase in fees.

7.2 **Late Fees**. If any fee required under this Agreement is not paid by its due date, Franchisee agrees to pay a late fee on the overdue balance at the then-current rate established by Franchisor for Franchisees, or the maximum rate permitted by law, whichever is less.

7.3 **Invoices**. Franchisor will invoice Franchisee in accordance with its standard invoicing procedures. All payments will be paid to Franchisor by ACH or such other method specified by Franchisor in writing, so as to constitute immediately available funds. All payments will be paid free and clear of all claims, demands, or setoffs against Franchisor. Franchisor may alter the method of invoicing and/or payment under this Agreement upon thirty (30) days' advance written notice to Franchisee.

7.4 **Taxes**. Franchisee covenants and agrees to pay when due or reimburse and indemnify and hold Franchisor harmless from and against all taxes, excise, sales, use, property, purchase, lease, possession or other taxes, duties, tax penalties, interest or amounts in lieu thereof, fees or other charges of any nature whatsoever (together with any related interest or penalties not arising from

negligence on the part of Franchisor) now or hereafter imposed or assessed during the Term of this Agreement against Franchisor, or Franchisee, or against the Technology System, by any federal, state, county, municipality or local government authority or other political subdivision authority or upon the order, purchase, sale, ownership, delivery, shipment, insurance, lease, possession, use, operation, return or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to the Technology System (excepting only federal, state, local taxes based on or measured by the net income of the Owner or an Assignee). Franchisee must pay or reimburse Franchisor for amounts equal to any such taxes, exclusive of taxes based on Franchisor's net income. Notwithstanding the foregoing, unless otherwise specified herein, Franchisor will be responsible for the filing of all personal property tax returns with respect to the Equipment leased from Franchisor and will make initial payment of taxes indicated thereon. Franchisee will reimburse Franchisor as directed by Franchisor, for all such taxes within ten (10) days of receipt of Franchisor's invoice therefore.

7.5 **Franchisor Credit Approval**. Franchisor may extend credit terms to Franchisee for any lease, purchase or offer of services made to Franchisee under this Agreement. Franchisor will only lease, procure equipment, or provide services upon approval and extension of credit terms to Franchisee. Franchisor's credit approval may be withdrawn at any time.

7.6 **Franchisor as Billing Agent**. In some cases, Franchisor may act as a billing agent for a third-party to send invoices to and accept payments from Franchisee. If Franchisor is a billing agent for a third-party, such payments must be made in accordance with the terms of this Agreement.

8. REPRESENTATIONS AND WARRANTIES. Franchisee hereby represents, warrants and covenants that, with respect to this Agreement:

(A) the execution, delivery and performance thereof by the Franchisee has been duly authorized by all necessary corporate action;

(B) the individual executing such was duly authorized to do so;

(C) they constitute legal, valid and binding agreements of Franchisee enforceable in accordance with their respective terms; and

(D) Franchisee shall furnish, upon reasonable request by Franchisor, audited financial statements for the most recent period.

9. DISCLAIMER OF ANY OTHER GUARANTEES/WARRANTIES

9.1 **AS TO THE TECHNOLOGY SYSTEM**. Franchisor is not responsible for failures in the Technology System. Franchisor will not be liable for expenses, losses or any damages of any kind, including but not limited to the repair or replacement expenses, lost credit card sales, or lost profits in connection with or directly or indirectly resulting from such failures. Franchisee's sole remedy, if any, lies with the manufacturer, distributor or other third-party from whom Franchisor obtained or accessed any part of the Technology System.

9.2 **AS TO THE SOFTWARE**, FRANCHISEE ASSUMES RESPONSIBILITY FOR THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY SOFTWARE. ALL SOFTWARE IS PROVIDED "**AS-IS**" AND NEITHER FRANCHISOR NOR THE SOFTWARE'S AUTHOR MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH FRANCHISEE. NEITHER FRANCHISOR NOR THE SOFTWARE'S AUTHOR WARRANT THAT THE FUNCTIONALITY CONTAINED IN ANY SOFTWARE WILL MEET ALL OF FRANCHISEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

9.3 **AS TO EQUIPMENT LEASED FROM FRANCHISOR OR PURCHASED THROUGH FRANCHISOR**, FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ANY HARDWARE, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL, OR WORKMANSHIP OF THE EQUIPMENT. THE EQUIPMENT IS PROVIDED "**AS-IS.**" FRANCHISEE ASSUMES RESPONSIBILITY FOR THE EQUIPMENT TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY EQUIPMENT. FRANCHISOR NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. FRANCHISOR IS NOT THE MANUFACTURER, DISTRIBUTOR OR SUPPLIER OF ANY EQUIPMENT, BUT IS AGREEING TO ACT AS AGENT FOR THE FRANCHISEE UNDER THIS AGREEMENT AND ONLY AS AN ACCOMODATION TO FRANCHISEE.

9.4 **AS TO TECHNICAL SUPPORT SERVICES PROVIDED BY FRANCHISOR**, FRANCHISOR AND ITS EMPLOYEES OR AGENTS HEREBY DISCLAIM ANY AND ALL ORAL, STATUTORY OR IMPLIED WARRANTIES FOR TECHNICAL SUPPORT SERVICES COVERED BY THIS AGREEMENT. NEITHER FRANCHISOR NOR ANY OF ITS EMPLOYEES, CONTRACTORS, OR AGENTS MAKE ANY WARRANTY OR REPRESENTATION OF THE RESULTS TO BE OBTAINED FROM ANY TECHNICAL SUPPORT SERVICES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS THAT THE TECHNICAL SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT WILL RESOLVE PROBLEMS, LOCATE FAULTY EQUIPMENT OR ISOLATE ERRORS IN THE EQUIPMENT. FRANCHISOR NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME ON BEHALF OF FRANCHISOR, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TECHNICAL SUPPORT SERVICES.

9.5 EACH OF THE FOREGOING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10. PATENT AND COPYRIGHT INFRINGEMENT

10.1 Except as may expressly provide for in this Agreement, Franchisor will defend any action brought against Franchisee to the extent that the claim is based upon a claim that Franchisor-owned Software licensed under this Agreement and used within the scope of the Software License granted to Franchisee under this Agreement infringes a United States copyright or United States patent. Franchisor will pay resulting costs, damages and legal fees finally awarded against Franchisee in such action that are attributable to such claim, provided that: i) Franchisee notifies Franchisor promptly in writing of any claim; ii) Franchisor has sole control of the defense of any such claim and all related settlement negotiations; and iii) Franchisee promptly provides to Franchisor all information known to Franchisee relating to any such claim and cooperates with Franchisor and its agents in the settlement and/or defense.

10.2 If any Franchisor-owned Software licensed to Franchisee by Franchisor hereunder becomes, or in Franchisor's opinion is likely to become, the subject of a claim of infringement of a United States copyright or United States patent, Franchisor may replace or modify it to make it non-infringing.

10.3 Franchisor will have no liability for, and Franchisee will indemnify and hold harmless Franchisor from and against, any claim based upon the use of an outdated or altered release of any Franchisor-owned Software; or, the use, operation or combination of any Franchisor-owned Software with any non-Franchisor Software or other equipment if such infringement would have been avoided but for such use, operation or combination. It is understood and agreed that for

purposes of the foregoing exception, the current, unaltered versions of the Franchisor-owned Software is the version originally delivered to Franchisee.

10.4 The foregoing states the entire liability of Franchisor with respect to infringement of copyrights or patents for Franchisor-owned Software. Franchisor shall have no liability, direct or otherwise to Franchisee for any non Franchisor-owned Software, whether or not licensed by Franchisor under this Agreement to Franchisee.

11. INDEMNIFICATION

11.1 Franchisee will and hereby agrees to indemnify, defend and hold the Owner or any Assignee harmless from and against any and all liabilities, losses, claims, costs, expenses, damages, liabilities, demands and obligations (including reasonable attorneys' fees) arising from or relating to:

(A) the negligence or willful misconduct of Franchisee or its employees or agents; and,

(B) Franchisee's breach of the terms and conditions of this Agreement; and,

(C) Franchisee's violation of any law, treaties or other rules or regulations that may relate to this Agreement, including the rights of third-parties; and,

(D) the manufacture, ownership, selection, possession, lease, rental, operation, installation, control, use, maintenance, delivery, return or other disposition of any and all Software, Hardware, and/or other equipment serviced, loaned or used in connection with Franchisee's Restaurant business; and,

(E) any and all Goods/Services including but not limited to services on or for Software, Hardware or equipment at or in connection with Franchisee's Restaurant business; and,

(F) Franchisee's use of or inability to use the Technology System or any Services; and,

(G) any postings or Submissions made by Franchisee; and,

(H) the selection, performance, or non-performance of other services covered by this Agreement.

11.1 Notwithstanding the foregoing, Franchisee will not be responsible under the terms of this Section to Franchisor for any claims, costs, expenses, damages, liabilities, demands and obligations occasioned by the gross negligence or willful misconduct of Franchisor.

11.2 Franchisor reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Franchisee, in which event Franchisee will fully cooperate with Franchisor in asserting any available defenses

11.3 This Section supplements, rather than replaces, the indemnity obligations provided in any Franchise Agreement and other contracts entered into by Franchisee with Franchisor. The provisions of this paragraph survive the termination of this Agreement with respect to events occurring prior to such termination.

12. LIMITATIONS ON LIABILITIES AND REMEDIES FOR DEFAULT

12.1 Franchisor's entire liability and Franchisee's exclusive remedies will be as follows:

(A) **Technical Support Services**. With respect to the performance or non-performance of Technical Support Services provided by Franchisor to Franchisee, Franchisee's exclusive remedy is for Franchisor to re-perform such services at Franchisor's expense.

(B) **Media**. With respect to defective media, Franchisor will replace media supplied by Franchisor to Franchisee, upon return of such defective media by Franchisee to Franchisor.

(C) **Software**. With respect to the performance or non-performance of Software offered by Franchisor and used by Franchisee, Franchisee's exclusive remedy is the correction or bypass by Franchisor of Software defects if, in Franchisor's determination, such correction or bypass is reasonably feasible.

12.2 IN NO EVENT WILL FRANCHISOR, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST SALES, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF TECHNICAL SUPPORT SERVICES PROVIDED BY FRANCHISOR, TECHNICAL SUPPORT SERVICES FRANCHISOR FAILED TO PROVIDE, USE OR INABILITY TO USE ANY SOFTWARE, ANY TECHNCIAL SUPPORT SERVICE PROCEDURES PERFORMED AT FRANCHISEE'S REQUEST OR OTHERWISE, OR FOR THE TECHNOLOGY SYSTEM OR ANY COMPONENT THEREOF. THIS APPLIES EVEN IF FRANCHISOR, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

12.3 IN NO EVENT SHALL FRANCHISOR BE RESPONSIBLE FOR ANY DAMAGES OR CLAIMS IN CONNECTION WITH RESIDENT DATA OR DATA ERASURE, INCLUDING WITHOUT LIMITATION, THE SUFFICIENCY OF ANY DATA ERASURE PROCEDURES OR SERVICES, ANY ALLEGED OR ACTUAL VIOLATION OF PRIVACY LAWS, LOST OR COMPROMISED PROPRIETARY INFORMATION, LOSS OF SALES, LOSS OF PROFITS, BUSINESS OR USE, OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND FRANCHISEE SHALL INDEMNIFY, DEFEND AND HOLD FRANCHISOR HARMLESS FROM AND AGAINST ANY SUCH DAMAGES AND CLAIMS. FRANCHISOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO DATA ERASURE OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DATA ERASURE PROCEDURES OR SERVICES.

12.4 FRANCHISOR WILL NOT BE LIABLE, TO ANY EXTENT WHATSOEVER, FOR THE SELECTION, QUALITY, CONDITION, MERCHANTABILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, FITNESS, OPERATION OR PERFORMANCE OF THE TECHNOLOGY SYSTEM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FRANCHISOR WILL NOT BE LIABLE TO FRANCHISEE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY IN TORT) CAUSED, DIRECTLY OR INDIRECTLY, BY THE TECHNOLOGY SYSTEM OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO; OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY PART THEREOF, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS, OR ANY DAMAGE WHATSOEVER AND HOWSOEVER CAUSED EXCEPT THAT FRANCHISOR WILL BE LIABLE FOR ANY SUCH LOSS OR DAMAGE CAUSED BY THE WILLFUL MISCONDUCT OF FRANCHISOR, OR ITS AGENTS AND REPRESENTATIVES. AS TO FRANCHISOR, FRANCHISEE ACKNOWLEDGES THAT THE TECHNOLOGY SYSTEM PROVIDED IS ENTIRELY SUITABLE FOR FRANCHISEE'S PURPOSES.

12.5 THE LIABILITY OF FRANCHISOR TO FRANCHISEE FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE LESSER OF:

(A) ONE THOUSAND DOLLARS ($1,000.00); OR,

(B) THE ANNUAL SERVICE FEE FOR THE TECHNCAL SUPPORT SERVICE THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES; OR,

(C) THE MONEY OTHERWISE PAID FOR THE TECHNICAL SUPPORT SERVICE THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES.

12.6 The above limitation may not apply in states and/or jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages.

13. DEFAULT; REMEDIES UPON DEFAULT

13.1 **Default by Franchisee**. The occurrence of any one or more of the following events shall constitute a default by Franchisee:

(A) Franchisee's failure to pay when due any payment and such failure continues for a period of ten (10) days; or,

(B) any failure by Franchisee to perform or comply with any other term, covenant, condition or obligation under this Agreement or the inaccuracy in any material respect of any representation or warranty made by Franchisee in connection therewith, which inaccuracy shall continue for a period of thirty (30) days after notice; or,

(C) any loss, theft, substantial damage or destruction of any equipment purchased or leased under this Agreement for which Franchisor is not yet fully paid, or the issuance of attachment, levy, garnishment or judicial process with respect to that equipment; or,

(D) any use or intended use of the equipment purchased or leased, or Software provided under this Agreement by Franchisee other in the context of normal Restaurant operations; or,

(E) the making of an assignment by Franchisee for the benefit of its creditors; or the admission by Franchisee in writing of its inability to pay its debts as they become due; or the seeking or consenting by Franchisee to, or acquiescence by Franchisee in, the appointment of any trustee, receiver or liquidator of Franchisee, or of all or any substantial part of the properties of Franchisee, or its property or a bulk transfer of Franchisee's equipment, furniture, fixtures, inventory or other personal property; or the insolvency of Franchisee; or the filing by Franchisee of a voluntary petition in bankruptcy, or the adjudication of Franchisee as a bankruptcy, or the filing by Franchisee of any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, or the filing of any answer by Franchisee admitting, or the failure by Franchisee to deny the material allegations of a petition filed against it for any such relieve; or the commission by Franchisee of any act of bankruptcy as defined in the Federal Bankruptcy Act, as amended; or,

(F) the failure by Franchisee within sixty (60) days after the commencement of any proceeding against Franchisee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment without consent or acquiescence of Franchisee, of any trustee, receive or

liquidator of Franchisee or of all or any substantial part of the properties of Franchisee, to vacate such appointment; or,

(G) Franchisor deeming itself insecure, believing in good faith that the prospect of Franchisee's payment of indebtedness hereunder (or any portion thereof) or of performance of this Agreement is impaired; or,

(H) any default under the terms of any other Franchise Agreement, Franchise Lease Agreement, development agreement, note, or any agreement or account for the purchase of product or services between Franchisor and Franchisee.

13.2 **Franchisor's Remedies Upon Default by Franchisee**. Upon Default by Franchisee, Franchisor, at its option, may:

(A) proceed by appropriate court action or actions at law and/or in equity to enforce performance by Franchisee of the applicable covenants and terms of this Agreement, and to recover from Franchisee any and all damages or expenses, including reasonable attorney's fees, which Franchisor shall have sustained by reason of Franchisee's default under this Agreement or in connection with Franchisor's enforcement of its remedies thereunder; and/or,

(B) terminate this Agreement; and/or,

(C) exercise any and all rights and remedies granted to a Secured Party under the Uniform Commercial Code, including seizure and sale; and/or,

(D) maintain an action to recover damages and expenses.

Franchisee agrees that any seizure may be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned by the seizure. In the event of seizure and sale of any equipment , it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees; second to service charges on past due payments; and third to other amounts due. Any surplus will be paid to Franchisee or such other person as may be entitled. Franchisee will remain liable for any deficiency, which it must pay to Franchisor immediately upon demand.

13.3 The remedies described in this Section, to the extent permitted by law, any one of which Franchisor need not, in its discretion, exercise, shall be deemed cumulative and may be exercised successively or concurrently. Except as set forth in this Section, and to the extent permitted by applicable law, Franchisee hereby waives any rights now or hereafter conferred by statute or otherwise that may require Franchisor to sell, lease or otherwise use any Leased Equipment in mitigation of Franchisor's damage or that may otherwise limit or modify any of Franchisor's rights or remedies.

14. TERM AND TERMINATION. This Agreement becomes effective as of the Effective Date and will remain in effect until terminated. Franchisor may terminate this Agreement or suspend any services under this Agreement in the case of default or by providing ninety (90) days' advance written notice to Franchisee. Franchisee may terminate any optional services with ninety (90) days' advance written notice to Franchisor.

15. GENERAL PROVISIONS

15.1 **Access to Equipment.** Upon reasonable notice to Franchisee, Franchisee must allow Franchisor, the Owner, and/or an Assignee access to a Restaurant and Franchisee's main business office,

provided that such office is used primarily for JACK IN THE BOX® branded business purposes, during normal business hours for the purpose of inspecting the condition of the Technology System and/or to prepare for, or install any new equipment or perform service pursuant to this Agreement, or, if this Agreement expires or is terminated, to remove and/or disable any other equipment owned by Franchisor, such Owner, and/or any Assignee.

15.2 **Confidentiality of Technology System**. Franchisee acknowledges that Franchisor and the software authors have expended considerable time and money to develop the Technology System, the content of which is not generally known by others, and Franchisor the software authors wish to maintain the confidentiality of the Technology System. Accordingly, Franchisee must not at any time disclose the content of any part of the Technology System (including, but not limited to the password(s) necessary to obtain access to and use the Technology System) to any person, firm, organization or employee that does not need to obtain access to the Technology System to assist with the operation of the Restaurant(s), and Franchisee may not provide or allow access to or use of the Technology System to any third-party without Franchisor's prior written approval. Franchisee also may not use the Technology System for the benefit of any third-party. This non-disclosure provision supplements, rather than replaces, Franchisee's obligation not to disclose or use Franchisor Confidential Information, as set forth in any Franchise Agreement or other agreement or documentation signed by Franchisee. This non-disclosure provision survives the termination of this Agreement, regardless of the reason for the termination.

15.3 **Third-Parties**. Franchisee authorizes Franchisor to provide Franchisee's name, telephone number, email address and/or other contact information to Franchisor-authorized third-party service providers for the purpose of facilitating the procurement of (including the lease of), Hardware, Software, and other Goods/Services, on behalf of Franchisee.

15.4 **Disaster Recovery Kit**. Franchisee shall keep a disaster recovery kit, which must be maintained and kept in the same location as the Technology System.

15.5 **Sales Data.** Franchisee must not delete, alter or modify sales data. Franchisee shall not disclose any sales data to any third-party without Franchisor's prior written approval.

15.6 **Non-Specified Features**. Franchisee grants Franchisor, at Franchisor's option, the right to remove or deactivate any feature of the Technology System. Such removal or deactivation shall be performed by Franchisor, the manufacturer or other third-party acceptable to Franchisor upon the request of Franchisor, and at a time convenient to Franchisee. Franchisee shall not unreasonably delay the removal of such features.

15.7 **Force Majeure**. Franchisor will not be liable to Franchisee for failure, delay, hindrance or prevention in performing any of its obligations hereunder if such failure, delay, hindrance or prevention is due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, insurrection, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply, failure of power, or any other contingency beyond its control that would have made performance commercially impracticable, whether or not the contingency is of the same class as those enumerated (each a "Force Majeure Event"). Any Force Majeure Event will be excused for the period of such Force Majeure Event and the period for the performance of the obligations under this Agreement will be extended for a period equivalent to the period of such Force Majeure Event.

15.8 **Notices**. All notices, requests and other communications under this Agreement must be made in writing and will be deemed given if delivered personally or by certified mail, return receipt requested, addressed as follows:

To: Franchisor	To Franchisee:
DIFFERENT RULES, LLC	ENTER FRANCHISEE ENTITY NAME
9357 Spectrum Center Blvd	ENTER FRANCHISEE ENTITY STREET ADDRESS
San Diego, CA 92123	ENTER CITY, ENTER STATE ZIPCODE
Attn: Legal, Franchise Notifications	Attn: ENTER FRANCHISEE'S NAME
Fax Number: (858) 571-2625	Fax Number: ENTER FRANCHISEE'S FAX NUMBER
	Email: ENTER FRANCHISEE'S EMAIL

Either Party may change its address, fax number or other contact information by giving written notice to the other Party.

15.9 **Assignment**. Franchisee may not assign, sublicense, rent, lease, or otherwise transfer this Agreement, any rights or obligations under this Agreement, the Technology System, or any Leased Equipment without prior written consent of Franchisor. Any attempt to do so by Franchisee is void and will constitute a breach of this Agreement. Franchisor may freely assign this Agreement at any time.

15.10 **Third-Party Beneficiaries**. Any third-party Owner, Assignee, or software author is an intended third-party beneficiary of all of the exclusions, limitations, restrictions and conditions imposed in this Agreement to which it is entitled, and will be authorized to enforce the same by direct action.

15.11 **No Waiver**. No omission, or delay, by Franchisor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Franchisee at any time designated, will be a waiver of any such right or remedy to which Franchisor is entitled, nor will it in any way affect the right of Franchisor to enforce such provisions.

15.12 **Binding Nature**. This Agreement will be binding upon, and will inure to the benefit of Franchisor, Franchisee and their respective successors, legal representatives and permitted assigns.

15.13 **Not a Consumer Contract**. Franchisee agrees that under no circumstances is this Agreement to be construed as a consumer contract.

15.14 **Modification**. This Agreement may not be amended or modified orally. This Agreement may not be modified, terminated or discharged except in a writing signed by both Parties.

15.15 **Severability**. In the event any one or more of the provisions of this Agreement is for any reason adjudged by a Court of competent jurisdiction to be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and such judgment will not affect the validity of the remainder of this Agreement. In addition, the invalid, illegal or unenforceable provision of the Agreement shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intent of the Parties underlying the provision of the Agreement deemed invalid, illegal or unenforceable

15.16 **Headings**. Section headings are for convenience only and shall not be construed as part of this Agreement.

15.17 **Survival of Obligations**. All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire

15.18 **Compliance with Laws**. Franchisee acknowledges that it is required to comply with all laws, ordinances and regulations applicable to its Restaurant operations and Franchisee is solely responsible for the safety, security and personnel policies, rules and procedures in franchised Restaurants. Franchisor assumes no duties in that regard.

15.19 **Choice of Law**. This Agreement will be governed and construed under the laws of the State of California, without regard to any California conflict of law provisions.

15.20 **Jurisdiction and Venue; Waiver of Jury Trial**. The Parties to this Agreement hereby submit to the exclusive jurisdiction of the State of California, and any litigation arising out of or related to this Agreement will take place exclusively in San Diego County, California, which will be the sole proper venue for any such action. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION, PROCEEDING, AND CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15.21 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

15.22 **Entire Agreement**. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and incorporates or supersedes all other written or oral agreements and understandings, regarding the subject matter of this Agreement including but not limited to the Technology System, the Technical Support Services, and all other matters and services specified herein. Neither Party has relied upon any other statement or representation in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of its Effective Date.

FRANCHISOR: **DIFFERENT RULES, LLC**	**FRANCHISEE:** **ENTER FRANCHISEE ENTITY NAME**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit A
Fees

This **Exhibit A** is made effective as of ENTER EFFECTIVE DATE ("**Exhibit A Effective Date**") by and between DIFFERENT RULES, LLC ("Franchisor"), and ENTER FRANCHISEE ENTITY NAME ("Franchisee") (together with Franchisor "the Parties") and is incorporated into and supplemented by the terms of the Master Technology Agreement entered into between the Parties dated ENTER EFFECTIVE DATE ("**Agreement**"). This **Exhibit A** identifies the fees payable from Franchisee to Franchisor pursuant to the Agreement. ***These fees are subject to adjustment by Franchisor at any time in its sole discretion. In addition, Franchisor reserves the right to add additional categories of fees to Exhibit A at any time in its sole discretion. As a result, the fees to be paid by Franchisee under this Agreement may exceed the amounts stated in this Exhibit A.***

Description of Fees*	One-Time Fee	Monthly Fee	Total Annual Fee	Type of Charge	Comments
Technical Support Service Fees (RTS Call Center Services Fees)	N/A	$137.80 - $178.81	$1653.60 - $2145.72	per Restaurant	Any out-of-scope services provided by JIB shall be billed on a time and materials basis billed at the then current hourly rate in effect, with a **one (1) hour** minimum charge, plus materials. Support Services excludes project work (i.e., new Restaurant openings, change of ownership, remodel support, Windows 10, etc.). Any out-of-scope services provided by a third-party shall be billed in accordance with such vendor's standard fees.
POS Hardware Maintenance Fee	varies	varies	varies	per Restaurant	Fees are based on the type of equipment and type of services selected.
POS Software License Fee	$1,000.00	N/A	N/A	per Restaurant	Software license fee.
Internal POS Maintenance and Support Fee	N/A	$51.60 - $66.96	$619.20 - $803.52	per Restaurant	For labor and services provided by the Franchisor for POS maintenance and support.
Back Office Fee	N/A	$195.37 - $231.20	$2,344.44 - $2,774.40	per Restaurant	Fee to support back-office software applications.
Email Collaboration	N/A	$28.33 - $36.76	$339.96 - $441.12	per account	Software license fee.
Data Services Fee	N/A	$17.18 - $22.29	$206.16 - $267.48	per Restaurant	For Restaurant menu management services.
Security	N/A	$16.87 - $21.89	$202.44 - $262.68	Per Restaurant	Information security infrastructure services to mitigate risks from cyber threats and vulnerabilities.
Reporting	N/A	$47.85 - $62.09	$574.20 - $745.08	Per Restaurant	Business Intelligence Data and Analytics (Jack DnA) integrated sales, services, and operational dashboards.

Description of Fees*	One-Time Fee	Monthly Fee	Total Annual Fee	Type of Charge	Comments
Network Infrastructure Services	$165 - $265 plus tax per Restaurant	varies	N/A	per Restaurant	Includes primary and backup internet connection, managed firewall, network switch, security services, guest Wi-Fi, private Wi-Fi, remote network service monitoring, and, if selected, Outdoor Order Taker (OOT) networking. Potential construction costs and service activation fees (if applicable) are evaluated and determined on a site-by-site basis.
Jack's Ca$H	N/A	$10.00	$120.00	per Restaurant	For processing of Jack Ca$H gift cards.
Taxes and Freight	varies	varies	varies	per equipment / services	Taxes may apply on any of the above-related fees, as required by taxing authorities, and are in addition to the fees stated.

* All fees are net of any taxes

IN WITNESS WHEREOF, the Parties acknowledge that they have read this **Exhibit A** understand it and agree to be bound by its terms and conditions and have caused this **Exhibit A** to be executed by their duly authorized representatives as of the Exhibit A Effective Date.

FRANCHISOR:
DIFFERENT RULES, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE:
ENTER FRANCHISEE ENTITY NAME

By:_____

Name:_____

Title:_____

Date:_____

Exhibit B
Self-Maintenance Specifications

[Specifications to be included only if applicable, otherwise insert “N/A – intentionally omitted”]

EXHIBIT O

STORED VALUE CARD SERVICE AGREEMENT

STORED VALUE CARD SERVICE AGREEMENT

THIS STORED VALUE CARD SERVICE AGREEMENT ("Agreement") is entered into this ____ day of _____, 20___ between JIB Stored Value Card, LLC ("JIB SVC"), a _____ Company and _____ ("FRANCHISEE").

RECITALS:

1. Different Rules, LLC has engaged JIB SVC to initiate a stored value card program, whereby customers of Jack in the Box restaurants may purchase and redeem stored value cards at any participating Jack in the Box restaurant (the "Gift Card Program");

2. FRANCHISEE independently operates one or more Jack in the Box restaurants, and desires to participate in the Gift Card Program.

3. FRANCHISEE desires to use the services of JIB SVC in connection with the conduct of its business activities related to the administration of a Gift Card Program on the terms and conditions set forth herein.

Now therefore, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE I
Retention of Services and Term Agreement

1.1 Retention. FRANCHISEE hereby retains the services of JIB SVC, and JIB SVC agrees to provide the services described herein.

1.2 Term. The term of this Agreement shall begin on _____, and continue until terminated by either party. Termination by one party shall be effective ten calendar days after the date of mailing a written notice of termination to the other party.

ARTICLE II
Power and Duties of JIB SVC

2.1 Powers of JIB SVC Subject to such limitations as may be imposed by law or this Agreement, JIB SVC is hereby authorized and empowered, in the name of and on behalf of FRANCHISEE, to manage the Gift Card Program as it deems reasonably necessary and appropriate, including but not limited to: (a) managing contracts with outside vendors for the tracking functions associated with the issuance and redemption of the Gift Card Program; and (b) establishing policies and procedures with respect to the operations, marketing, banking, accounting, financial controls, and other activities of the Gift Card Program.

2.2 Duties of JIB SVC

JIB SVC shall:

a) render or cause to be rendered such accounting services, financial controls, legal, technical and other services as it deems necessary or appropriate in the management of the Gift Card Program;

b) facilitate cash transfers between FRANCHISEE's bank account and JIB SVC's bank account to the extent of stored value card activations, redemptions, and other transactions requiring the transfer of cash. To enable JIB SVC to perform such services, FRANCHISEE agrees to execute and deliver such authorizations and other instruments as JIB SVC may require, including but not limited to the authorization attached hereto as Exhibit A.

c) prepare and furnish to FRANCHISEE such information and reports concerning the conduct of the business and affairs of the Gift Card Program as FRANCHISEE shall reasonably request;

d) render such reports and make such periodic and other filings regarding the Gift Card Program as may be required under applicable federal, state and local laws, rules and regulations.

ARTICLE III
Duties of Franchisee

3.1 Execution of Authorizations and Agreements. To enable JIB SVC to perform services hereunder and administer the Jack Cash Program, FRANCHISEE agrees to execute and deliver to JIB SVC, JIB SVC's designee or FRANCHISEE's bank, such authorizations and other instruments as JIB SVC may require, including but not limited to the authorization attached hereto as Exhibit A.

3.2 Payments of ACH or other Banking Fees. Any charges imposed by FRANCHISEE's bank, JIB SVC's bank, any governing authority, or any other loss or expense arising out of or incurred in connection with automated electronic withdrawals, deposits, transfers or insufficient funds (including reasonable attorneys' fees) are the responsibility of FRANCHISEE. FRANCHISEE agrees to maintain sufficient funds in his accounts to cover the expenses of the Jack Cash program.

ARTICLE IV
Compensation of JIB SVC

4.1 In consideration of the services provided by JIB SVC hereunder, FRANCHISEE agrees to pay to JIB SVC during the term of this Agreement, a monthly fee in an amount to be determined by JIB SVC in its reasonable discretion (the "Service Fee"). The Service Fee shall be paid monthly in advance on or before the first day

of each calendar month during the term of this Agreement. Each payment shall be made to JIB SVC or JIB SVC's designee. The Service Fee shall be determined annually, but will not exceed the amount of thirty-four dollars ($34.00) per month. JIB SVC will notify FRANCHISEE of any change in the amount of the Service Fee, to be effective thirty (30) days after notice is given by JIB SVC.

ARTICLE V
Liability of JIB SVC; Indemnification

5.1 Judgments in Good Faith. Notwithstanding any other provisions contained herein to the contrary, in no event shall FRANCHISEE, or any director, officer, employee, agent, affiliate or shareholder of same make claim against JIB SVC on account of any alleged errors of judgment made in good faith in connection with the provision of services under this Agreement.

5.2 Indemnification. FRANCHISEE is responsible for all losses, damages and liabilities, whether contractual, statutory or otherwise, to third persons arising out of or in connection with the offer, sale, redemption or any use of stored value cards at businesses operated by FRANCHISEE, and for all claims or demands for damages or injury directly or indirectly resulting therefrom. FRANCHISEE on behalf of itself and each of its officers, directors, shareholders, affiliates, partners, agents, employees, heirs, successors and assigns (the "INDEMNITORS") hereby agrees to indemnify and hold harmless JIB SVC and each of its officers, directors, agents, employees, parent corporation and affiliates (the "INDEMNITEES") from any and all claims, demands, costs, losses, damages, liabilities, expenses (including attorneys' fees) judgments, fines and amounts paid in settlement (collectively, "Losses") in connection with claims made by third parties, whether contractual, statutory or otherwise, directly or indirectly arising out of or in connection with the offer, sale, redemption or any use of stored value cards at restaurants operated by INDEMNITORS, unless resulting from the gross negligence or willful misconduct of INDEMNITEES. If such claims are asserted against INDEMNITEES shall notify INDEMNITOR, and INDEMNITOR will assume the defense of such claims. If INDEMNITOR fails to assume the defense, then INDEMNITEES may defend in such manner as it deems appropriate. INDEMNITOR shall reimburse INDEMNITEE for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by INDEMNITEE in effecting such defense, in addition to any sum which INDEMNITEE or its affiliates may incur by reason of any settlement or judgment. INDEMNITEE's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on INDEMNITEE by law.

ARTICLE VI
Miscellaneous

6.1 Independent Contractor. Nothing herein shall be construed or deemed to create a joint venture, contract of employment or partnership. JIB SVC SHALL NOT BE LIABLE TO ANY PERSON OR ORGANIZATION FOR ANY DEBT, LIABILITY OR

OBLIGATION OF FRANCHISEE INCURRED OR CREATED PURSUANT TO THE AUTHORITY GRANTED IN THIS AGREEMENT OR BY REASON OF ITS MANAGEMENT, DIRECTION OR CONDUCT OF FRANCHISEE 'S OPERATIONS.

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

FRANCHISEE

By: _____

Date: _____

JIB STORED VALUE CARD, LLC

By: _____

Title: _____

Date: _____

EXHIBIT P

STATE-SPECIFIC DISCLOSURE ADDENDA AND AGREEMENT AMENDMENTS

STATE-SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

Each provision of these Addenda to the Disclosure Document and Amendments to the Franchise Agreements, License Agreements and Development Agreements is effective only to the extent (with respect to each provision) that that state franchise law would apply to your franchise or development rights, without reference to the Addenda or Amendments and to the extent that they are then valid requirements of the applicable statute.

We reserve the right to challenge the applicability of any law that declares provisions in the Franchise Agreement, License Agreement, Development Agreement or any other agreement void or unenforceable.

CALIFORNIA DISCLOSURE ADDENDUM

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of California is amended to include the following:

1. Our website, www.jackinthebox.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

2. 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.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. 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).

5. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

6. In Item 3, "Litigation," is amended by adding the following paragraphs:

> Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.
>
> Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

7. Item 5, “Initial Fees,” is amended by adding the following paragraph:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

8. Item 10, “Financing” is amended to add the following to the first paragraph:

The highest interest rate permitted by law in California is 10% annually.

9. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” is amended by adding the following paragraph(s) to the end of the Item:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement and Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

The Franchise Agreement and contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

10. The following is added to Item 19:

The earnings claims figure(s) does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

11. All the owners of the franchise will be required to execute personal guarantees. This requirement places the personal and marital assets of the franchise owner(s) at risk.

12. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

13. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

14. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

CALIFORNIA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

CALIFORNIA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

CALIFORNIA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

CALIFORNIA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DISCLOSURE ADDENDUM

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Hawaii is amended to include the following:

1. The following paragraphs are added to the State Cover Page:

   THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

   THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

   THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

   The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

2. The following paragraph is added at the end of Item 5:

   Based upon the review of Company's audited financial statements (attached as Exhibit A), by the State of Hawaii Department of

Commerce and Consumer Affairs (the "DOCC"), the DOCC has required that Company defer the payment of: (1) the development fee (a) under the Single Unit Development Agreement until all of the Company's pre-opening obligations to Developer have been satisfied, (b) under the Multi-Unit Development Agreement until each restaurant required to be developed under the Development Agreement opens for business, when a prorated amount of the total development fee shall be paid to Company, based on the number of restaurants to be opened under the Development Agreement and (2) the franchise fee until all of the Company's pre-opening obligations to Franchisee or Licensee have been satisfied and the restaurant opens for business.

3. Item 20 "List of Outlets," is amended by adding the following paragraph:

   This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Texas, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

4. Item 21 "Financial Statements" is amended by adding the following paragraph:

   Attached at the end of Exhibit P to the FDD and incorporated into this Hawaii Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024.

5. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

HAWAII FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

> Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Franchise Fee until all of the Company's pre-opening obligations to Franchisee have been satisfied and the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14E, under the heading "Assignment of the Franchise":

> The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. The following sentence is added to the end of Section 16E, under the heading "Right of First Refusal":

> The general release requirement in this subsection excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

4. The following new Section 18J is added, under the heading "Termination":

> J. Notwithstanding anything to the contrary in this Section 18, Company shall comply with Hawaii law which currently requires that Company compensate Franchisee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Company, Company, in addition, must compensate Franchisee for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Hawaii, Company will defer payment of the Franchise Fee until all of the Company's pre-opening obligations to Licensee have been satisfied and the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

> The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Hawaii Franchise Investment Law.

3. The following new Section 15H is added, under the heading "Termination":

> H. Notwithstanding anything to the contrary in this Section 15, Company shall comply with Hawaii law which currently requires that Company compensate Licensee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Licensee's business to one owned and operated by Company, Company, in addition, must compensate Licensee for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Licensee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Development Fee until all of the Company's pre-opening obligations to Developer have been satisfied and the Franchised Restaurant that you develop under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Hawaii Franchise Investment Law.

3. The following new Section 16D is added:

   D. Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company compensate Developer upon termination or refusal to renew the development rights for the fair market value, at the time of the termination or expiration of the development rights, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Developer's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Development Fee until each Franchised Restaurant that you develop under this Agreement opens for business. Upon the opening of each Franchised Restaurant, Developer shall pay to Company a prorated amount of the total Development Fee, based on the number of restaurants to be opened under the Development Agreement.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Hawaii Franchise Investment Law.

3. The following new Section 16D is added:

   D. Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company compensate Developer upon termination or refusal to renew the development rights for the fair market value, at the time of the termination or expiration of the development rights, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Developer's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DISCLOSURE ADDENDUM

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Illinois Complied Statutes sections 705/4 and 705/41 ("the Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Illinois is amended to include the following:

1. If there is any conflict between any part of the Act and any part of the Franchise or Development Agreements, the provisions of the Act will control.

2. The following paragraph is added at the end of Item 5:

> Based upon your financial condition, the State of Illinois, Office of the Attorney General (the "OAG") has required that we defer the payment of: (1) the Development Fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the Development Fee. Upon the opening of each restaurant, you must may to us the pre-opening fees for that restaurant.

3. Item 17 of the Disclosure Document is amended by adding the following language to the beginning of the Item:

> "Notice Required By Law
>
> THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 - 705/20."

4. The "Summary" section of Item 17 (v) ("Choice of forum") for the Franchise Agreement is amended by adding the following language:

> However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under Section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

5. The "Summary" section of Item 17 (v) ("Choice of forum") for the Development Agreement is amended by adding the following language:

> However, any provision in the Development Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under Section 4 of the current Illinois Franchise Disclosure Act, although the Development Agreement may provide for arbitration in a forum outside of the State of Illinois.

6. The “Summary” section of Item 17 (w) (“Choice of law”) for the Franchise Agreement is amended by adding the following language:

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

7. The “Summary” section of Item 17 (w) (“Choice of law”) for the Development Agreement is amended by adding the following language:

> However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

8. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

ILLINOIS FRANCHISE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

> Notwithstanding the foregoing, in the State of Illinois, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The following new Section 18.J is added, under the heading "Termination":

> J. If any of the provisions of this Section 18 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 20.D(7) is added, under the heading "Governing Law, Jurisdiction and Venue":

> 7. Notwithstanding any other provisions of this Section 20.D, claims arising under the Illinois Franchise Disclosure Act (which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void") may be brought in Illinois and will be governed by Illinois law (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Franchisee and Company agree that the preceding venue limitations of this Section 20.D will not apply with respect to claims arising under the Illinois Franchise Disclosure Act, which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void." However, this Agreement may provide for arbitration in a forum outside of the state of Illinois.

4. The following is added to the Agreement:

> Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS LICENSE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding anything to the contrary in the State of Illinois, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to Company the Franchise Fee.

2. The following new Section 15H is added, under the heading "Termination":

   H. If any of the provisions of this Section 15 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 18.B(6) is added, under the heading "Governing Law, Jurisdiction and Venue":

   6. Notwithstanding any other provisions of this Section 18.B, claims arising under the Illinois Franchise Disclosure Act (which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void") may be brought in Illinois and will be governed by Illinois law (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Licensee and Company agree that the preceding venue limitations of this Section 18.B will not apply with respect to claims arising under the Illinois Franchise Disclosure Act, which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void." However, this Agreement may provide for arbitration in a forum outside of the state of Illinois.

4. The following is added to the Agreement:

   Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Illinois, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following new Section 16.D is added:

   D. If any of the provisions of this Section 16 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 24.F is added, under the heading "Miscellaneous":

   F. Notwithstanding any other provisions of this Section 24, claims arising under the Illinois Franchise Disclosure Act (which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void") may be brought in Illinois and will be governed by Illinois law (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Developer and Company agree that the preceding venue limitations of this Section 24 will not apply with respect to claims arising under the Illinois Franchise Disclosure Act, which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void." However, this Agreement may provide for arbitration in a forum outside of the state of Illinois.

4. The following is added to the Agreement:

   Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Illinois, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following new Section 16D is added:

   D. If any of the provisions of this Section 16 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then Illinois law will apply.

3. The following new Section 24F is added, under the heading "Miscellaneous":

   F. Notwithstanding any other provisions of this Section 24, claims arising under the Illinois Franchise Disclosure Act (which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void") may be brought in Illinois and will be governed by Illinois law (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Developer and Company agree that the preceding venue limitations of this Section 24 will not apply with respect to claims arising under the Illinois Franchise Disclosure Act, which provides that "any provision in a franchise agreement that designates jurisdiction or venue in a forum outside this state [Illinois] is void." However, this Agreement may provide for arbitration in a forum outside of the state of Illinois.

4. The following is added to the Agreement:

   Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

5. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of Company. This provision supersedes any other term of any document executed in connection with the franchise.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DISCLOSURE ADDENDUM

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Maryland is amended to include the following:

1. The following paragraph is added at the end of Item 5:

> Based upon our financial condition, the State of Maryland, Office of the Attorney General, Securities Division (the "Securities Division") has required that we defer the payment of: (1) the Development Fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the pre-opening fees for that restaurant.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following language:

> The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.
>
> Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement permits you to sue only in California.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise or development rights.
>
> You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provision "h":

> Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

4. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

5. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14.E, under the heading "Assignment of the Franchise":

> The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> The general release requirement in this subsection excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

4. The following new Section 20.D(7) is added, under the heading "Governing Law, Jurisdiction and Venue":

> 7. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding anything to the contrary in the State of Maryland, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

> The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 18.B(6) is added, under the heading "Governing Law, Jurisdiction and Venue":

> 6. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the license.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Development Fee until the Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 11.D, under the heading "Non-Assignability":

> The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 24.F is added, under the heading "Miscellaneous":

> F. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

> The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 24F is added, under the heading "Miscellaneous":

> F. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MICHIGAN DISCLOSURE ADDENDUM

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:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF

ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS 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:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

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

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913

MINNESOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Minnesota is amended to include the following:

1. Item 5 of the Disclosure Document, "Initial Fees," is supplemented by the following:

> Based upon the review of our audited financial statements (attached as Exhibit A) by the State of Minnesota Department of Commerce (the "DOC"), the DOC has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the pre-opening fees for that restaurant.

2. Item 13 of the Disclosure Document, "Trademarks," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Item 14 of the Disclosure Document, "Patents, Copyrights, and Proprietary Information," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer, and Dispute Resolution," is supplemented by the following:

> With respect to franchisees/licensees/developers 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 a franchisee/licensee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the

Franchise/License/Development Agreement, and that consent to the transfer of the franchise/license/development not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Item 21 “Financial Statements” is amended by adding the following paragraph:

Attached at the end of Exhibit P to the FDD and incorporated into this Minnesota Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024.

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

9. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

MINNESOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. Section 11 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Section 14.E of the Agreement, under the heading "Assignment of the Franchise," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

4. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

5. Section 18 of the Agreement, "Termination," is supplemented by the following sentence:

> With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

6. Section 20.D of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
>
> Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

7. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

8. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

9. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

10. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. Section 10 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

> The franchisor will protect the Licensee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the Licensee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Section 14 of the Agreement, under the heading "Assignment by Licensee," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

4. Section 15 of the Agreement, "Termination," is supplemented by the following sentence:

> With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the license agreement, and that consent to the transfer of the license rights not be unreasonably withheld.

5. Section 18.B of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Licensee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or

reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Licensee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

9. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Development Fee until the Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. Section 11 of the Agreement, under the heading "Non-Assignability," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

3. Section 16 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Developer be given 90-day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the development agreement, and that consent to the transfer of the development rights not be unreasonably withheld.

4. Section 24 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
>
> Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

8. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. Section 11 of the Agreement, under the heading "Non-Assignability," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

3. Section 16 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Developer be given 90-day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the development agreement, and that consent to the transfer of the development rights not be unreasonably withheld.

4. Section 24 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

8. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DISCLOSURE ADDENDUM

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the JACK AND THE BOX DISCLOSURE DOCUMENT for use in the State of New York is amended as follows:

1. The following additional risk factors are added to the State Cover Page:

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

2. Item 3, “Litigation,” is amended by the addition of the following paragraphs at the end of the Item:

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement,

fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Except as described above, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," language is deleted and replaced with the following paragraph:

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the Franchise Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

Provision	Section in Franchise Agreement	Summary
d. Termination by you	Not applicable	Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by the Company	§ 14.F	There are no limits on our assignment rights. No assignment will be made except

Provision	Section in Franchise Agreement	Summary
		to an assignee who, we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement.
w. Choice of law	§ 20.D	California law controls. You and we must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law. The foregoing choice of law should not be considered as a waiver of any right conferred upon you or us by the General Business Law of the State of New York, Article 33.

5. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the License Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

Provision	Section in License Agreement	Summary
d. Termination by you	§ 15	If the Facility requests that you cease operating the nontraditional restaurant, you may terminate by providing Company sixty (60) days' written notice. Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by the Company	§ 13	There are no limits on our assignment rights. No assignment will be made except to an assignee who we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement.

Provision	Section in License Agreement	Summary
w. Choice of law	§ 18B	California law controls. You and we must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law. The foregoing choice of law should not be considered as a waiver of any right conferred upon you or us by the General Business Law of the State of New York, Article 33.

6. The Item 17 ("Renewal, Termination, Transfer and Dispute Resolution") charts for the Development Agreement are amended by deleting "d", "j", "w" and substituting the following new "d", "j", "w":

Provision	Section in Development Agreement	Summary
d. Termination by you	Not applicable	Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law.
j. Assignment of contract by the Company	§ 11.E (Single Unit) § 10.E (Multi-Unit)	There are no limits on our assignment rights. No assignment will be made except to an assignee who we believe in our judgment, is willing and able to assume our obligations under the Franchise Agreement.
w. Choice of law	§ 24.A (Single Unit) § 23.A (Multi-Unit)	California; but if such law would not enforce an Agreement provision, then the law where you are located, if that state's law would enforce the provision. The foregoing choice of law should not be considered as a waiver of any right conferred upon us or you by the General Business Law of the State of New York, Article 33.

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY -- THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

NEW YORK FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 10.G of the Agreement, "Confidential Information," is deleted and replaced by the following paragraph:

> G. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Company in seeking specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company may be entitled.

2. Section 14.E of the Agreement, "Assignment of the Franchise," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

3. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

4. Section 20.D of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or

the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 14 of the Agreement, "Assignment By Licensee," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 18.B of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Licensee is domiciled in or the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 11.D of the Agreement, "Non-assignability," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Developer is domiciled in or the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective developer who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 11.D of the Agreement, "Non-assignability," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

3. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Developer is domiciled in or the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective developer who is protected under the New York General Business Law, Article 33.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of North Dakota is amended as follows:

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A), the North Dakota Securities Department (the "Department") has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that restaurant.

2. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

> A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
>
> B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
>
> C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
>
> D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
>
> E. Applicable Laws: Franchise Agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
>
> F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

NORTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The Agreement is amended by adding the following Section 21:

   L. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. The Agreement is amended by adding the following Section 18.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

2. The Agreement is amended by adding the following Section 24.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Securities Commission, the attached JACK IN THE BOX DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

2. The Agreement is amended by adding the following Section 24.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DISCLOSURE ADDENDUM

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Rhode Island is amended to include the following:

1. The following language is added to Item 17, "Renewal, Termination, Transfer and Dispute Resolution":

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

RHODE ISLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 20.D of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 18.B of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the Franchise Disclosure Document for JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of South Dakota shall be amended to include the following

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A), the South Dakota Securities Regulation Office has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that restaurant.

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

SOUTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DISCLOSURE ADDENDUM

In recognition of the Virginia Retail Franchising Act, Virginia Code sections 13,1-557 et seq., ("Franchise Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Virginia is amended to include the following:

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A) by the Virginia State Corporation Commission's Division of Securities and Retail Franchising (the "Division"), the Division has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Develop Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to use the franchise fee for that restaurant.

2. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented by adding the following statement:

> Section 13.1-571 of the Franchise Act provides that any condition, stipulation or provision binding any person to waive compliance with any provision of the Franchise Act or of any rule or order under the Franchise Act is void.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

4. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise or development does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

VIRGINIA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, Company will defer payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DISCLOSURE ADDENDUM

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Washington is amended as follows:

1. **RISK FACTOR. Use of Franchise Brokers**. The franchisor uses the services of a franchise broker to assist it in selling franchises. The franchise brokers are employees of our parent company JACK IN THE BOX INC., but are considered franchise brokers because they are not employed by the franchisor. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

2. The following paragraph is added at the end of Item 3.

Assurance of Discontinuance with the Washington State Attorney General. In December 2018, Jack in the Box Inc. entered into an Assurance of Discontinuance ("AOD") with the Washington State Attorney General. The AOD, which was filed in the State of Washington King County Superior Court, agreed that JIB will no longer include the non-solicitation and no-hire provisions in any of its franchise agreements in the United States as of the date the AOD was filed. It also agreed that JIB will no longer enforce those provisions in any of its existing franchise agreements in the United States, and that JIB will not seek to intervene or defend against any action brought by the AG's office against a franchise operator who attempts to enforce those provisions. JIB notified its franchisees about the AOD and requested that the Washington state franchisees execute an amendment to their existing franchise agreements that effectively removes the non-solicitation and no-hire provisions. JIB also removed both provisions from its current Franchise Agreement.

3. The following paragraphs are added at the end of Item 5:

a. Based upon the review of our audited financial statements (attached as Exhibit A) by the State of Washington, Department of Financial Institutions, Securities Division (the "Division"), the Division has required that we defer the payment of all initial fees. If you have signed a Development Agreement, upon the opening of each Franchised Restaurant, you will pay to us the pro-rated portion of the Development Fee for that Franchised Restaurant. Under the Franchise Agreement, you will pay to us the Franchise Fee with the Franchised Restaurant opens for business.

b. Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

4. The following paragraphs are added to the end of Item 17, “Renewal, Termination, Transfer and Dispute Resolution”:

a. You may terminate the Franchise Agreement, Nontraditional License Agreement and/or Development Agreement under any grounds permitted by state law.

b. In the event of a conflict of laws, the provisions of the Act will prevail.

c. Section 19.100.180 of the Act may supersede the Franchise Agreement, Nontraditional License Agreement, or Development Agreement (“Agreement”) in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with us including the areas of termination and renewal of your franchise.

d. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

e. A release or waiver of rights executed by you may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

f. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

g. Pursuant to Revised Code of Washington (“RCW”) 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

h. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

5. The following paragraph is added to Exhibit K ("General Release"):

The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

6. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

WASHINGTON FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. Franchisee may terminate the Franchise Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Franchisee's relationship with Company including the areas of termination and renewal of Franchisee's franchise. There may also be court decisions which may supersede the Agreement in Franchisee's relationship with Company including the areas of termination and renewal of Franchisee's franchise.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Franchisee may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

8. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when

annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Franchisee from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

10. The undersigned does hereby acknowledge receipt of this Amendment.

11. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. Licensee may terminate the Nontraditional License Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Licensee's relationship with Company including the areas of termination and renewal of Licensee's franchise. There may also be court decisions which may supersede the Agreement in Licensee's relationship with Company including the areas of termination and renewal of Licensee's franchise.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Licensee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Licensee may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

8. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when

annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Licensee from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

10. The undersigned does hereby acknowledge receipt of this Amendment.

11. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Development Fee. For each Restaurant that you develop under this Agreement, Developer shall pay to Company the pro-rated portion of the Development Fee attributable to that Restaurant after the Restaurant opens for business.

2. Developer may terminate the Development Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise. There may also be court decisions which may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Developer may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Developer may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect Company's reasonable estimated or actual costs in effecting a transfer.

8. Pursuant to Revised Code of Washington ("RCW") 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030

unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. RCW 49.62.060 prohibits Company from restricting, restraining, or prohibiting Developer from (i) soliciting or hiring any employee of a franchisee of Company or (ii) soliciting or hiring any employee of Company. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

10. The undersigned does hereby acknowledge receipt of this Amendment.

11. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on the same date as the Agreement was executed.

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940 (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, Company will defer the payment of the Development Fee. For each Restaurant that you develop under this Agreement, Developer shall pay to Company the pro-rated portion of the Development Fee attributable to that Restaurant after the Restaurant opens for business.

2. Developer may terminate the Development Agreement under any grounds permitted by state law.

3. In the event of a conflict of laws, the provisions of the Act will prevail.

4. Section 19.100.180 of the Act may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise. There may also be court decisions which may supersede the Agreement in Developer's relationship with Company including the areas of termination and renewal of Developer's franchise.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, Developer may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Act, in Washington.

6. A release or waiver of rights executed by Developer may not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements (Unaudited)
As of January 21, 2024 and October 1, 2023 and for the periods ended January 21, 2024 and January 22, 2023

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands)
(Unaudited)

	January 21, 2024	October 1, 2023
ASSETS		
Current assets:		
Cash	$ 32,995	$ 12,128
Restricted cash	28,559	28,254
Accounts and other receivables, net	38,085	68,701
Inventories	2,148	1,954
Prepaid expenses	1,067	1,533
Current assets held for sale	20,502	11,712
Other current assets	4,032	3,930
Total current assets	127,388	128,212
Property and equipment, net	225,489	219,631
Operating lease right-of-use assets	685,573	677,165
Other assets, net	76,094	76,550
Total assets	$ 1,114,544	$ 1,101,558
LIABILITIES AND MEMBER'S DEFICIT		
Current liabilities:		
Current maturities of long-term debt	$ 29,809	$ 29,836
Current operating lease liabilities	87,483	77,983
Accounts payable	21,042	27,246
Accrued liabilities	43,745	55,477
Related party payable, net	61,758	42,563
Total current liabilities	243,837	233,105
Long-term liabilities:		
Long-term debt, net of current maturities	1,718,466	1,724,551
Long-term operating lease liabilities, net of current portion	616,844	610,805
Other long-term liabilities	36,132	36,367
Total long-term liabilities	2,371,442	2,371,723
Member's deficit:		
Member's contribution, net	(2,434,827)	(2,372,299)
Retained earnings	934,092	869,029
Total member's deficit	(1,500,735)	(1,503,270)
Total liabilities and member's deficit	$ 1,114,544	$ 1,101,558

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands)
(Unaudited)

	16-Weeks Ended	
	January 21, 2024	January 22, 2023
Revenues:		
Company restaurant sales	$ 125,632	$ 120,472
Franchise rental revenues	69,455	69,516
Franchise royalties and other	63,314	69,337
Franchise contributions for advertising and other services	65,263	63,755
Revenue from affiliate	760	761
Total revenue	324,424	323,841
Operating costs and expenses, net:		
Food and packaging	37,121	39,474
Payroll and employee benefits	37,611	37,164
Occupancy and other	20,167	18,991
Franchise occupancy expenses	39,927	39,604
Franchise support and other	(27)	(425)
Franchise advertising and other services expenses	67,086	65,233
Management fees	18,255	16,900
Selling, general, and administrative expenses	6,673	6,227
Depreciation and amortization	7,751	7,294
Other operating expense (income), net	17	(8,687)
Losses on the sale of company-operated restaurants	—	454
Total costs and expenses	234,581	222,229
Earnings from operations	89,843	101,612
Interest expense, net	24,780	25,925
Net earnings	$ 65,063	$ 75,687

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	16-Weeks Ended	
	January 21, 2024	January 22, 2023
Cash flows from operating activities:		
Net earnings	$ 65,063	$ 75,687
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	7,751	7,294
Amortization of franchise tenant improvement allowances and incentives	1,232	1,033
Deferred finance cost amortization	1,493	1,516
Gains on the disposition of property and equipment	(101)	(9,922)
Losses on the sale of company-operated restaurants	—	454
Impairment charges and other	—	386
Changes in assets and liabilities:		
Accounts and other receivables	30,662	28,786
Inventories	(194)	(5)
Prepaid expenses and other current assets	464	693
Operating lease right-of-use assets and lease liabilities	7,077	6,784
Accounts payable	(8,226)	(9,827)
Accrued liabilities	(10,739)	(15,983)
Related party payable, net	19,041	2,905
Other	662	191
Cash flows provided by operating activities	114,185	89,992
Cash flows from investing activities:		
Proceeds from the sale of property and equipment	516	22,103
Proceeds from the sale of company-operated restaurants	—	743
Cash flows provided by investing activities	516	22,846
Cash flows from financing activities:		
Principal repayments on debt	(7,449)	(7,507)
Distributions to affiliates	(86,080)	(83,514)
Cash flows used in financing activities	(93,529)	(91,021)
Net increase in cash and restricted cash	21,172	21,817
Cash and restricted cash at beginning of period	40,382	80,035
Cash and restricted cash at end of period	$ 61,554	$ 101,852
Non-cash investing and financing activities:		
Contributions of net assets from affiliate	$ 23,552	$ 12,442
Property and equipment included in accounts payable and accrued liabilities	$ 358	$ 989
Right-of-use assets obtained in exchange for operating lease obligations	$ 35,275	$ 21,614
Notes and accounts receivable from the sale of restaurant properties	$ —	$ (10,001)

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT
(In thousands)
(Unaudited)

	Member's Contributions, Net	Retained Earnings	Total Member's Deficit
16-Weeks Ended January 21, 2024			
Balance at October 1, 2023	$ (2,372,299)	$ 869,029	$ (1,503,270)
Member's contributions	23,552	—	23,552
Net earnings	—	65,063	65,063
Distributions to affiliates	(86,080)	—	(86,080)
Balance at January 21, 2024	$ (2,434,827)	$ 934,092	$ (1,500,735)
16-Weeks Ended January 22, 2023			
Balance at October 2, 2022	$ (2,169,062)	$ 646,115	$ (1,522,947)
Member's contributions	12,442	—	12,442
Net earnings	—	75,687	75,687
Distributions to affiliates	(83,514)	—	(83,514)
Balance at January 22, 2023	$ (2,240,134)	$ 721,802	$ (1,518,332)

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATES	EFFECTIVE DATE
California	*[pending]*
Hawaii	*March 28, 2024*
Illinois	*[pending]*
Indiana	*March 15, 2024*
Maryland	*March 21, 2024*
Michigan	*March 19, 2024*
Minnesota	*[pending]*
New York	*March 27, 2024*
North Dakota	*April 16, 2024*
Rhode Island	*March 19, 2024*
South Dakota	*March 15, 2024*
Virginia	*March 22, 2024*
Washington	*[pending]*
Wisconsin	*March 15, 2024*

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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 the franchisor offers you a franchise, it must provide this Disclosure Document to you fourteen (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 requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the 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 the payment of any consideration, whichever occurs first.

If Different Rules, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Different Rules, LLC, located at 9357 Spectrum Center Blvd., San Diego, California 92123. Its telephone number is (858) 571-2121.

Issuance Date: March 14, 2024

Different Rules, LLC authorizes the agents listed in Exhibit C to receive service of process for it.

The name, principal business address and telephone number of each franchise seller offering the franchise: Van Ingram, Vice President, Franchise Development; Jeremy Korzen, Vice President, Strategic Finance; Tim Linderman, Senior Vice President, Chief Development Officer; Ronniann Silver, Director of Franchise Development; Dustin Thompson, Director of Franchise Marketing and Development; Kimberly Thompson, Franchise Development Director, and Michael Wootton, Jr., Director of Franchise Development. Each of these individuals may be reached at: 9357 Spectrum Center Blvd., San Diego, California 92123, (858) 571-2121.

I have received a Franchise Disclosure Document, issued March 14, 2024 that included the following Exhibits:

EXHIBITS

A. Financial Statements
B. List of State Administrators
C. Agents for Service of Process
D. List of Franchised Locations, Former Franchisees and Agreements Signed But Unit Not Yet Opened
E. Statement of Prospective Franchisee
F-1. Franchise Agreement (and Amendment to Franchise Agreement for Incentive Program)
F-2. Nontraditional License Agreement
G-1. Single Unit Development Agreement
G-2. Multi-Unit Development Agreement
H. Authorization for Prearranged Payments
I. Promissory Note – Development Incentive Program
J. Lease Agreement – Jack in the Box Franchised Restaurant
K. General Release of All Claims
L. Market Pulse Meeting Participation Agreement
M. Equipment Brokerage Agreement
N. Master Technology Agreement
O. Stored Value Card Service Agreement
P. State-Specific Disclosure Addenda and Agreement Amendments

Please sign one copy of the receipt, date your signature, and return it to Franchise Services, 9357 Spectrum Center Blvd., San Diego, California 92123.

Date: _____ Signature: _____

_____
Printed Name

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