

FRANCHISE DISCLOSURE DOCUMENT

Chick-fil-A, Inc.

A Georgia Corporation
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www.chick-fil-a.com



The Licensee will use a distinctive system for marketing, preparing and selling, directly or through third-party operators, Chick-fil-A brand products, including a boneless breast of chicken sandwich, from authorized custom facades, counter areas or other retail facilities.

The total investment necessary to begin operation of a Chick-fil-A Licensed Unit is from \$~~94,505~~89,430 to \$~~1,063,077~~1,098,421. You are not charged an initial license payment or fee by Chick-fil-A, Inc. in order to obtain a Chick-fil-A license.

This Disclosure Document summarizes certain provisions of your license 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 license sale. **Note, however, that no governmental agency has verified the information contained in this document.**

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

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

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

Issued: March 31, ~~2015~~2016

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit “A” for information about the franchisor, or about franchising in your state.

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

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

1. THE LICENSE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN GEORGIA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN GEORGIA THAN IN YOUR OWN STATE.
2. THE LICENSE AGREEMENT STATES THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

EFFECTIVE DATE: See the next page for state effective dates.

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

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

California	March 31, 2015 2016
Hawaii	Pending
Illinois	March 31, 2015 2016
Indiana	March 31, 2015 2016
Maryland	Pending
Michigan	March 31, 2015 2016
Minnesota	Pending
New York	March 31, 2015 2016
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In all the other states, the effective date of this Disclosure Document is the issuance date of March 31, ~~2015~~[2016](#).

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EXHIBIT “C”	Consolidated Financial Statements of Chick-fil-A, Inc.
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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT “G.”

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Chick-fil-A, Inc. (“we,” “us” or “Chick-fil-A”). The person who is granted a license and becomes a Chick-fil-A Licensee is referred to as “you” or “Licensee” throughout this Disclosure Document.

Chick-fil-A, Inc.: We are a Georgia corporation formed on March 23, 1964, and we use the trade name Chick-fil-A. We do not do business under any other name. Chick-fil-A’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Chick-fil-A currently has no parents, predecessors or affiliates required to be included in this Item. A list of our agents for service of process in various states is contained in Exhibit “A” to this Disclosure Document.

Chick-fil-A’s Business: Chick-fil-A’s principal business is the development of a chain of retail quick-service restaurants specializing in a boneless breast of chicken sandwich. Most of these restaurants are operated by franchised operators who are independent contractors. Chick-fil-A franchised operators are sometimes referred to in this Disclosure Document as “Operators”. Chick-fil-A also operates various Chick-fil-A and other restaurants itself from time to time and may do so in the future through its affiliates and subsidiaries. The limited-menu, quick-service restaurants operated by Chick-fil-A and its franchised Operators are sometimes referred to in this Disclosure Document as “Chick-fil-A Restaurants”. Chick-fil-A offers its franchises to prospective Operators under a different Disclosure Document.

Chick-fil-A also licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to locations such as schools, workplaces, universities, airports, hospitals and other similar locations (the “Licensed Sites”) to sell Chick-fil-A brand products at such locations. This Disclosure Document addresses and concerns the offering of a license to a prospective Chick-fil-A Licensee. As set forth above, the person who becomes a Chick-fil-A Licensee will be referred to as “you” or “Licensee” throughout this Disclosure Document.

Chick-fil-A offers and continues to offer qualified prospective Licensees the opportunity to obtain a license to use a distinctive system for marketing, preparing and selling, directly or through third-party operators, certain chicken and other food products. Chick-fil-A Licensees offer Chick-fil-A brand products, including a boneless breast of chicken sandwich, from authorized limited-menu, quick-service restaurants located in custom facades, counter areas or other retail facilities at Licensed Sites. The limited-menu, quick-service restaurants operated by Licensees at the Licensed Sites are sometimes referred to in this Disclosure Document as “Chick-fil-A Licensed Units”.

Most Licensees commence operating new Chick-fil-A Licensed Units. Chick-fil-A seeks prospective Licensees on a continuing basis and offers some of them the right to become Licensees depending on their qualifications, and the availability of a suitable Licensed Site or the suitability of the Licensed Site proposed by the Licensee.

The Chick-fil-A Licensed Unit: A Chick-fil-A Licensed Unit is a limited-menu, quick-service restaurant with its primary product being a boneless breast of chicken sandwich known as a Chick-fil-A® Chicken Sandwich. A Chick-fil-A Licensed Unit may or may not have a seating area. In addition to the Chick-fil-A® Chicken Sandwich, menu items at a Chick-fil-A Licensed Unit include Chick-fil-A® Grilled Chicken Sandwich, Chick-fil-A® Nuggets, Chick-fil-A Waffle Potato Fries®, salad items, freshly

squeezed lemonade, and soft drinks (in some locations). Other optional menu items, including a variety of breakfast products, may be added upon Chick-fil-A's prior written approval.

Chick-fil-A's relationship with its Licensees is governed and defined by a written license agreement which is referred to in this Disclosure Document as a "License Agreement". Chick-fil-A Licensed Units are established in existing facilities such as cafeterias and food courts or operated from custom facades, counter areas or other retail facilities located in Licensed Sites to which you have access or control. You may own a Licensed Site, or lease a Licensed Site from a third party, and operate the Chick-fil-A Licensed Unit directly ("Self-Operators"). Alternatively, you may provide food service at a Licensed Site through a contractual arrangement with the owner or lessee (a "Third Party") of the Chick-fil-A Licensed Unit as part of providing such food service to the Third Party at the Licensed Site ("Food Service Providers"). If you act as a Food Service Provider, you may utilize persons in the operation of the Chick-fil-A Licensed Unit who are employees of the Third Party. In such instances, you will be subject to certain additional requirements under the License Agreement for Food Service Providers to which Self-Operators are not subject. Other than these additional requirements for Food Service Providers, which are discussed in this Disclosure Document, the terms of the License Agreement signed by Food Service Providers and the terms of the License Agreement signed by Self-Operators are the same. Both the License Agreement for Self-Operators and the License Agreement for Food Service Providers are attached to this Disclosure Document as Exhibits "B-1" and "B-2," respectively. Unless otherwise noted in this Disclosure Document, the term "License Agreement" includes both of these versions of the License Agreement and the term "you" includes both Self-Operator Licensees and Food Service Provider Licensees.

In order to become a Licensee, you will be required to sign a License Agreement (Exhibits "B-1" and "B-2") and agree to operate your Chick-fil-A Licensed Unit in strict accordance with Chick-fil-A's standards and specifications. You will initially be licensed to operate a single Chick-fil-A Licensed Unit. Once you begin operating your Chick-fil-A Licensed Unit, Chick-fil-A may offer you the opportunity to operate one or more additional Chick-fil-A Licensed Units at the same or a different Licensed Site. Chick-fil-A is under no obligation to offer you the opportunity to operate an additional Chick-fil-A Licensed Unit and reserves the right to never offer you the opportunity to operate an additional Chick-fil-A Licensed Unit. The terms and conditions for operating any additional Chick-fil-A Licensed Unit offered to you by Chick-fil-A after your first Chick-fil-A Licensed Unit, if any, will be governed by your License Agreement or, alternatively as a condition of Chick-fil-A's approval, a new, separate, then-current form of License Agreement for each such additional Chick-fil-A Licensed Unit, and the payment of an initial license fee for each such additional Chick-fil-A Licensed Unit, if Chick-fil-A generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

Although Chick-fil-A, its franchised Operators and its Licensees market Chick-fil-A brand products broadly, we find that the typical Chick-fil-A customer is in the 18-44 age group. We believe that the market for Chick-fil-A products in the broader Sunbelt region from Pennsylvania south through Texas is relatively developed. The market for Chick-fil-A brand products is ~~less developed~~ developing in other parts of the United States. As a general matter, sales of Chick-fil-A brand products are not seasonal. However, you may experience higher or lower sales during certain seasons of the year depending on the nature of the business or other activities conducted at the Licensed Site at which your Chick-fil-A Licensed Unit is located.

Your Chick-fil-A Licensed Unit will be subject to laws, rules and regulations affecting businesses generally. You will be required to comply with all such laws, rules and regulations that apply to businesses generally, including, without limitation, tax laws and regulations, labor, employment and wage and hour laws and regulations, insurance laws and regulations, ~~privacy laws and regulations~~, business licensing requirements, public health laws, laws regulating the storage, preparation, labeling and sale of

food and beverages to the public, food safety and sanitation laws, immigration and homeland security laws, [all applicable laws, regulations and industry standards regarding the privacy, security and handling of customer or other confidential personal data and information](#), restrictions against smoking in public places and restaurants, the public posting of notices regarding nutritional information, health hazards, fire safety, general emergency preparedness, rules regarding the proper use, storage and disposal of waste materials, insecticides, and other hazardous materials, standards regarding employee health and safety, sexual harassment laws and any other federal, state and local regulations and ordinances which may be in effect. As a food service business, your Chick-fil-A Licensed Unit may be subject to additional laws, rules and regulations regarding the sale or packaging of products, refuse and sanitation standards and procedures for waste materials and packaging, nutritional claims or other types of advertising, menu or product labeling or information, and the use or maintenance of equipment involved in the preparation of frozen drinks and other products. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your Chick-fil-A Licensed Unit, and to obtain and comply with all licenses and licensing requirements necessary for your Chick-fil-A Licensed Unit to open and operate. We encourage you to investigate and make inquiries regarding all these laws.

You will compete with other quick-service restaurants located in the geographic vicinity of your Chick-fil-A Licensed Unit, including possibly other Chick-fil-A Restaurants and Licensed Units located in the geographic vicinity of your Chick-fil-A Licensed Unit, as well as any other quick-service restaurants or other food service operations located at the Licensed Site at which your Chick-fil-A Licensed Unit is established. Primary competition for Licensed Units is from franchised and other food service operations located at the Licensed Site in which your Chick-fil-A Licensed Unit may be located. In some cases, competition may also arise from other restaurants and food service operations located outside of the immediate premises of your Licensed Site's location. These restaurants and food service operations may be associated with national or regional chains (whether or not franchised) or may be local, independent or institutional restaurant locations.

Prior Business Experience: S. Truett Cathy, the Founder of Chick-fil-A, opened his first restaurant, the Dwarf Grill, in Hapeville, Georgia, in April 1946. The first Chick-fil-A Restaurant in a shopping mall opened for business on November 24, 1967, and the first free-standing Chick-fil-A Restaurant opened for business on April 16, 1986. Chick-fil-A has owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee since 1967.

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

Item 2

BUSINESS EXPERIENCE

Chairman of the Board, Chief Executive Officer, President and Assistant Secretary – Dan T. Cathy

Mr. Cathy has served as Chairman and Chief Executive Officer since November 7, 2013. He has served as President and Assistant Secretary of Chick-fil-A since June 1, 2001. Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 1979.

Director, Executive Vice President and President, Dwarf House – Donald M. “Bubba” Cathy

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

Executive Vice President—James B. McCabe

Director – James H. Blanchard

Mr. Blanchard has served as a member of the Board of Directors of Chick-fil-A since June 2015. He has served as Chairman of the Board of Advisors for Jordan-Blanchard Capital, LLC in Columbus, Georgia since August 2011 and as a member of the Board of Directors of Total System Services, Inc. in Kennesaw, Georgia since January 1983. From February 1994 to 2014, he served as a member of the Board of Directors for AT&T, Inc. in Dallas, Texas.

Director – Michael T. Duke

Mr. Duke has served as a member of the Board of Directors of Chick-fil-A since June 2015. He served as Chairman of the Executive Committee of Wal-Mart Stores, Inc. in Bentonville, Arkansas from February 2014 to January 2015 and as President and Chief Executive Officer from February 2009 to February 2014. From October 2005 to February 2009, he served as Vice Chairman of Wal-Mart Stores, Inc.

Director – Dr. Crawford W. Loritts, Jr.

Dr. Loritts has served as a member of the Board of Directors of Chick-fil-A since June 2015. He has served as Senior Pastor of Fellowship Baptist Church in Roswell, Georgia since 2005.

Director – James “Buck” B. McCabe

Mr. McCabe has served as a member of the Board of Directors of Chick-fil-A since June 2015. He served as an Executive Vice President ~~since~~from April 2012 through December 2015 and served as Chick-fil-A’s Chief Financial Officer from June 1981 through December 2014. From November 1994 to April 2012, Mr. McCabe served as Senior Vice President, Finance. He also served as Assistant Secretary from February 2004 through December 2014 and as Assistant Treasurer from December 2013 through December 2014.

Executive Vice President—Steven A. Robinson

Director – Steven S. Reinemund

Mr. Reinemund has served as a member of the Board of Directors of Chick-fil-A since June 2015. He has served as Executive-in-Residence at Wake Forest University in Winston-Salem, NC since July 2014. From April 2008 to June 2014, Mr. Reinemund served as Dean of the Calloway School of Business and Accountancy and Babcock Graduate School of Management at Wake Forest University. He has served as a member of the Board of Directors for Exxon Mobil Corporation in Dallas, Texas and Marriott International in Bethesda, Maryland since 2007 and for Wal-Mart Stores, Inc. in Bentonville, Arkansas since 2010. He served as a member of the Board of Directors for American Express in New York, New York from 2007 to 2015.

Director – Steven A. Robinson

Mr. Robinson has served as a member of the Board of Directors of Chick-fil-A since June 2015. He served as an Executive Vice President since from April 2012, 2012 through December 2015. From November 1994 to April 2012, Mr. Robinson served as Senior Vice President, Marketing and also served as Chick-fil-A's Chief Marketing Officer from November 1994 through December 2014.

Director – John W. White, IV

Mr. White has served as a member of the Board of Directors of Chick-fil-A since June 2015. He has operated the Renaissance Village and Research Triangle Chick-fil-A restaurants in Durham, North Carolina through 21 Falcon LLC since January 2015. Mr. White operated the Renaissance Village and Research Triangle Chick-fil-A restaurants as a sole proprietor from January 2008 and September 2012, respectively, through December 2014.

Executive Vice President, Operations – Tim Tassopoulos

Mr. Tassopoulos has served as Chick-fil-A's Executive Vice President, Operations since April 2012. From January 1999 to April 2012, Mr. Tassopoulos served as Senior Vice President, Operations.

Senior Vice President, Marketing and Chief Marketing Officer – Jonathan B. Bridges

Mr. Bridges has served as Senior Vice President, Marketing and Chief Marketing Officer since January 2015. From September 2012 through December 2014, Mr. Bridges served as Vice President, Customer Experience. From July 2009 through August 2012, Mr. Bridges served as Vice President, Customer Service and Restaurant Concepts. From January 1998 through June 2009, Mr. Bridges served as Vice President, Information Technology and Chief Information Officer.

Senior Vice President, People – Andrew T. Cathy

Mr. Cathy has served as Senior Vice President, People since January 2015, and from November 2013 through December 2014, he served as Vice President, People. From January 2012 through October 2013, Mr. Cathy served as Director of Franchisee Selection. From January 2011 through December 2011, Mr. Cathy served as Management Consultant, Franchisee Selection. From July 2007 through December 2010, Mr. Cathy was a Franchisee Consultant.

Senior Vice President, General Counsel and Secretary – B. Lynn Chastain

Ms. Chastain has served as Senior Vice President and Secretary of Chick-fil-A since January 2015. She served as a Vice President from January 2002 through December 2014. Ms. Chastain also served as Assistant General Counsel from January 2002 through July 2013 and has been Chick-fil-A's General Counsel since August 2013. From November 2013 through December 2014, Ms. Chastain also served as an Assistant Secretary.

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

Mr. Ragsdale has served as Senior Vice President, Finance, Chief Financial Officer and Treasurer since January 2015 and as an Assistant Secretary since December 2013. From November 2013 through December 2014, Mr. Ragsdale served as Vice President, Finance and also as Assistant Treasurer from December 2013 through December 2014. From January 2013 through October 2013, Mr. Ragsdale served as Vice President, Controller. From April 2011 through December 2012, Mr. Ragsdale served as Vice President, Corporate Financial Services. From January 2006 through March 2011, Mr. Ragsdale served as Senior Director, Financial Consulting.

Senior Vice President, Field Operations – Clifford T. Robinson

Mr. Robinson has served as Senior Vice President, Field Operations of Chick-fil-A since January 2015. From January 2009 through December 2014, Mr. Robinson served as Vice President, Field Operations. ~~From January 2007 through December 2008, Mr. Robinson served as Senior Director, National & Market Level Marketing.~~

Vice President, ~~Corporate Financial~~ Tax and Foundation Services – Philip A. Barrett

Mr. Barrett has served as Vice President, Tax and Foundation Services of Chick-fil-A since November 2015. From September 2014 through October 2015, he served as Vice President, Corporate Financial Services ~~of Chick-fil-A since August 2014.~~ From January 2013 through August 2014, Mr. Barrett served as Vice President, Finance. From January 2001 to January 2013, Mr. Barrett served as Vice President, Controller.

Vice President, Customer Experience – Shane A. Benson

Mr. Benson has served as Vice President, Customer Experience since November 2014. From November 2011 to November 2014, Mr. Benson served as Director, Field Operations. From July 2005 to November 2011, Mr. Benson served as Marketing Management Consultant.

Vice President, ~~Financial Planning and Development~~ – Roger E. Blythe, Jr.

Mr. Blythe has served as Vice President, Planning since November 2015. From November 2013 to October 2015, he served as Vice President, Financial Planning and Development ~~since November 2013.~~ From January 2000 through October 2013, Mr. Blythe served as Vice President, Business Analysis.

Vice President, Treasury – Janet J. Bridges

Ms. Bridges has served as Vice President, Treasury since November 2014. From October 2012 through October 2014, Ms. Bridges served as Senior Director, Treasury. From January 2006 through September 2012, Ms. Bridges served as Director, Treasury.

Vice President, Community Affairs – Rodney Bullard

Mr. Bullard has served as Vice President, Community Affairs since July 2013. Mr. Bullard joined Chick-fil-A in January 2013 as Executive Director, Community Affairs, and served in such capacity through June 2013. Prior to his employment with Chick-fil-A, Mr. Bullard was Executive Director of Chick-fil-A Foundation, Inc. from September 2011 through December 2012. From January 2009 through September 2011, Mr. Bullard was an Assistant United States Attorney for the Department of Justice, Atlanta, Georgia.

Vice President, Supply Chain – Robert P. Dugas

Mr. Dugas has served as Vice President, Supply Chain since January 2014. ~~From August 2010 through December 2013, Mr. Dugas served as Vice President, Supply Chain and Strategic Events. From January 2009 through July 2010, Mr. Dugas served as Vice President, Supply Chain. From January 2006 through December 2008, Mr. Dugas served as Director, Supply Chain.~~2009.

Vice President, ~~Field Talent~~Operator Selection and Training – William J. Dunphy, Jr.

Mr. Dunphy has served as Vice President, ~~Field Talent~~Operator Selection and Training since November 2013. From January 2006 through October 2013, Mr. Dunphy served as Director, Field Operations. From December 2000 through December 2005, Mr. Dunphy served as Director, Financial Consulting.

Vice President, Information Technology and Chief Information Officer – Michael F. Erbrick

Mr. Erbrick has served as Vice President, Information Technology and Chief Information Officer since July 2009. From January 2004 through June 2009, Mr. Erbrick served as Senior Director, Restaurant Information Systems.

Vice President, Innovation & Design – William F. (Woody) Faulk

Mr. Faulk has served as Vice President, Innovation & ~~Design~~New Ventures since ~~September 2012.~~November 2015. From July 1998 through ~~August 2012,~~October 2015, Mr. Faulk served as Vice President, ~~Brand Strategy~~Innovation and Design.

Vice President, Product Strategy & Development – David B. Farmer

Mr. Farmer has served as Vice President, Product Strategy & Development since September 2012. From July 2009 through August 2012, Mr. Farmer served as Vice President, Innovations and Service. From January 2001 through June 2009, Mr. Farmer served as Senior Director, Quality and Customer Experience.

Vice President, Corporate Services – Michael Hazelton

Mr. Hazelton has served as Vice President, Corporate Services since May 2015. From January 2012 to April 2015, he served as Senior Vice President, Marketing at Georgia Power Company in Atlanta, Georgia. From December 2010 to January 2012, he served as VP, Northeast Region at Georgia Power Company.

Vice President, Risk Management and Benefits – Donna W. Kirbow

Ms. Kirbow has served as Vice President, Risk Management and Benefits since November 2013. From October 2007 through October 2013, Ms. Kirbow served as Senior Director, Financial Services.

Vice President, Corporate Public Relations and Public Affairs – Carrie Kurlander

Ms. Kurlander has served as Vice President, [Corporate Public Relations and Public Affairs](#) since April 2013. Prior to joining Chick-fil-A, she served as Vice President, Public Relations with Southern Company from September 2009 through March 2013.

Vice President, Labor and Employment – Kelly Ludwick

Mr. Ludwick has served as Vice President, Labor and Employment since October 2015. From October 2011 through September 2015, he served as Senior Director, Corporate Legal, and from August 2007 through September 2011 he served as Director, Corporate Legal.

Vice President, Operations, Southeast Region – Richard C. Matherne

Mr. Matherne has served as Vice President, Operations, Southeast Region, since November 2013. From November 2011 through October 2013, Mr. Matherne served as Senior Director, Field Marketing. From January 2009 through October 2011, Mr. Matherne served as Regional Director of Operations, Atlantic Region, and from October 2006 through January 2009 he served as Management Consultant, Operations.

Vice President, Restaurant Development – John H. McCleskey

Mr. McCleskey has served as Vice President, Restaurant Development since February 2013. From October 2008 to February 2013, Mr. McCleskey served as Vice President, Design & Construction. ~~From August 1993 through September 2008, Mr. McCleskey was Senior Director, Development.~~

Vice President, Leadership Development – T. Mark Miller

Mr. Miller has served as Vice President, Leadership Development since November 2014. Mr. Miller served as Vice President, Organizational Effectiveness and Development ~~since from~~ [November 2013 through October 2014](#). From April 2012 through October 2013, Mr. Miller served as Vice President, Organizational Effectiveness. From January 2000 to April 2012, Mr. Miller served as Vice President, Training and Development.

Vice President, ~~Business Insights~~ and Chief Accounting Officer, Financial Services – Sandra T. Moody

Ms. Moody has served as Vice President [and Chief Accounting Officer, Financial Services since November 2015. From November 2013 to October 2015, she served as Vice President](#), Business Insights-~~since November 2013.~~ From July 2006 through October 2013, Ms. Moody served as Senior Director, Business Analysis.

Vice President, Business Growth and Supply Chain Solutions – Onome Okuma

Mr. Okuma has served as Vice President, Business Growth and Supply Chain Solutions since November 2014. From October 2012 through October 2014, Mr. Okuma served as Senior Director, Information Technology. Prior to that Mr. Okuma served as Director, Information Technology from April 2009 to October 2012.

Vice President and Assistant General Counsel – S. Tammy Pearson

Ms. Pearson has served as Vice President and Assistant General Counsel of Chick-fil-A since April 2008. From October 2006 through March 2008, she was Senior Director, Corporate Legal.

Vice President, Real Estate – Erwin Reid

Mr. Reid has served as Vice President, Real Estate of Chick-fil-A since January 2001.

Vice President, ~~National & Regional Marketing~~Brand Activation – David G. Salyers

Mr. Salyers has served as Vice President, [Brand Activation since August 2015. He previously served as Vice President, National and Regional Marketing since from July 2009, 2009 to August 2015.](#) From January 2009 through June 2009, Mr. Salyers served as Vice President, National and Market-Level Marketing. From January 2007 through December 2008, Mr. Salyers served as Vice President, Operations.

Vice President, Operations, Systems Development – Christopher Todd Sweatt

Mr. Sweatt has served as Vice President, Systems Development since November 2013. From March 2008 through October 2013, Mr. Sweatt served as Director, Field Operations.

Vice President, Corporate Talent – Dee Ann Turner

Ms. Turner has served as Vice President, [Enterprise Social Responsibility since November 2015. She served as Vice President, Corporate Talent since April 2012. From from January 2011 through April 2012, Ms. Turner served as Vice President, Talent of Chick-fil A, November 2015.](#) From January 2001 through December 2010, Ms. Turner served as Vice President, Human Resources.

Vice President, Field Operations Services and Development – R. David Turner

Mr. Turner has served as Vice President, Field Operations Services and Development since November 2014. From January 2008 through October 2014, Mr. Turner served as Director, Field Operations.

Vice President, ~~Marketing Services~~Southeast Region – Barry V. White

Mr. White has served as Vice President, [Southeast Region since September 2015. From August 2009 to September 2015, he served as Vice President, Marketing Services since September 2012.](#) From August 2009 through August 2012, Mr. White served as Vice President, Local Marketing. ~~From November 2003 through July 2009, Mr. White served as Vice President, Sales Development.~~

Vice President, Restaurant Financial Services – Paul D. Wiley

Mr. Wiley has served as Vice President, Restaurant Financial Services since November 2014. From January 2014 to November 2014, Mr. Wiley served as Senior Director, Restaurant Financial Services. From July 2010 through December 2013, Mr. Wiley served as Director, Financial Consulting. From January 2009 to July 2010, Mr. Wiley served as Senior Manager, Financial Consulting.

Senior Director, Licensed Operations – Bruce Cameron

[Mr. Cameron has served as Senior Director, Licensed Operations since November 2015. From October 2010 through November 2015, he served as Director, Field Operations.](#)

Senior Director, Real Estate – Donald Bruce Crocker

Mr. Crocker has served as Senior Director, Real Estate since January 2012. From January 2006 through December 2011, Mr. Crocker served as Director, Real Estate.

Senior Director, Field Operations—Licensed Operations—Cheryl B. Dick

Director, Operator Selection and Training – Keri Bilotti

Ms. ~~Dick~~Bilotti has served as ~~Senior~~ Director, ~~Field Operations—Licensed Operations~~Operator Selection and Training since January ~~2014~~2016. From November ~~2011 through 2014 to~~ December ~~2013, Ms. Dick~~2015, she served as ~~Team Director, Licensing—Manager, Operator Selection and Training~~. From January ~~2009 through July 2013 to~~ October ~~2011, Ms. Dick served as Director, Field Operations, Licensing. From January 2003 through December 2008, Ms. Dick was Director, Field Operations.—~~

~~Management Consultant, Licensed Operations—Keith Metcalfe~~ Mr. Metcalfe has served as Management Consultant, ~~Licensing~~ since January 2011. From January 2006 through December 2010, ~~Mr. Metcalfe served as Senior Licensing Consultant. 2014, Ms. Bilotti served as Manager, Marketing Education, and from June 2007 to June 2013, she served as Consultant, Marketing Education.~~

Senior Manager, ~~Real Estate~~New Restaurant Growth—Licensing – Sean Warren

Mr. Warren has served as Senior Manager, ~~Real Estate~~New Restaurant Growth—Licensing since January 2013. From January 2012 through December 2012, Mr. Warren served as Manager, Real Estate—Licensing. From January 2006 through December 2011, Mr. Warren served as Manager, Restaurant Concepts.

Management Consultant, Licensed Operations – Keith Metcalfe

Mr. Metcalfe has served as Management Consultant, Licensed Operations since January 2011. From January 2006 through December 2010, Mr. Metcalfe served as Senior Licensing Consultant.

Item 3

LITIGATION

Joseph A. Horres, Jr. v. Chick-fil-A, Inc., Civil Action No. 5530-VCL (Del. Ch. filed June 2, 2010). Our former franchisee, Joseph Horres, filed an action in the Delaware Court of Chancery on June 2, 2010 alleging unjust termination of his Operator Agreement under the Delaware Franchise Security Law. Mr. Horres sought an injunction reinstating his Operator Agreement and money damages. On the same date, Mr. Horres also filed an action in the Justice of the Peace Court #16, Dover, Delaware, alleging wrongful termination of his leasehold interest in the restaurant premises leased to him pursuant to the Operator Agreement. Horres v. Chick-fil-A, Inc., Civil Action No. JP16-10-00265 (Justice of the Peace Ct. filed June 2, 2010). On June 3, 2010, the Delaware Court of Chancery denied Mr. Horres's request for a temporary restraining order and enjoined him from prosecuting the action in the Justice of the Peace Court to recover possession of the restaurant premises. Mr. Horres then filed a claim on June 11, 2010 with the Delaware Department of Labor alleging a right to receive unemployment compensation benefits based on termination of his Operator Agreement. On June 17, 2010, Mr. Horres filed a notice of dismissal of the action filed in the Delaware Court of Chancery. On June 18, 2010, we filed an action in federal district court in Georgia pursuant to the choice of venue provision in the Operator Agreement seeking a declaration that we had properly terminated Mr. Horres's Operator Agreement and owed him

no damages. *Chick-fil-A, Inc. v. Joseph A. Horres*, Civil Action No. 1:10-CV-1880 (N.D. Ga. filed June 18, 2010). In September 2010, we and Mr. Horres reached a settlement of any and all claims and actions arising out of or relating to the termination of Mr. Horres's Operator Agreement. On September 30, 2010, Mr. Horres withdrew and dismissed, in connection with the settlement, the case he had brought in the Justice of the Peace Court. Under the settlement agreement, neither party admitted liability. Mr. Horres affirmed that his former relationship to Chick-fil-A, Inc. was that of a franchisee and independent contractor, that the Operator Agreement was terminated, and he had no right under contract, common law, or statute to reinstatement as an Operator; Mr. Horres returned a check for \$65,000 that we had previously tendered to him when we terminated the Operator Agreement; we paid Mr. Horres \$180,000; and we and Mr. Horres exchanged releases. The federal court action was dismissed with prejudice by stipulation of the parties filed November 2, 2010.

A number of lawsuits have been filed against Wal-Mart Stores, Inc. and certain of its directors, former directors, executives and former executives, including Michael T. Duke. The lawsuits generally allege, among other things, violation of federal securities laws and breach of fiduciary duty under Delaware law. Michael T. Duke, who joined our Board of Directors in 2015, had earlier served as President and Chief Executive Officer of Wal-Mart Stores, Inc. from 2009 to 2014 and was named as a party to the following litigation matters:

City of Pontiac General Employees' Retirement System v. Wal-Mart Stores, Inc. and Duke, Case No. 5:12-cv-05162-SOH (W.D. Ark. filed May 7, 2012) is a shareholder class action lawsuit. The plaintiff shareholders brought a securities fraud putative class action suit alleging violations of Sections 10(b) and 20(a) of Securities Exchange Act of 1934, 15 U.S.C. § 78j(b) and 78t(a), and violations of SEC Rule 10b-5, 17 C.F.R. § 240.10b-5. Certification of the putative class is currently under consideration, and the case is scheduled for trial July 11, 2016, though an extension of time request is pending.

Various shareholder derivative lawsuits, consolidated for all purposes under the caption In re Wal-Mart Stores, Inc. Shareholder Derivative Litigation, Case No. 4:12-cv-04041-SOH (W.D. Ark.), also included prior to their consolidation Cottrell v. Duke, Case No. 4:12-cv-04041-SOH (W.D. Ark. filed April 25, 2012); Emory, derivatively on behalf of Wal-Mart Stores, Inc. v. Duke, Case No. CV-2012-235 (Ark. Cir. Ct., Lonoke County filed April 26, 2012); Louisiana Municipal Police Employees' Retirement System v. Scott, Case No. 4:12-cv-4045-SOH (W.D. Ark. filed April 27, 2012); Tuberville v. Duke, Case No. 4:12-cv-4046-SOH (W.D. Ark. filed April 30, 2012); Lomax v. Walton, Case No. 4:12-cv-4047-SOH (W.D. Ark. filed May 1, 2012); Austin v. Walton, Case No. CV-2012-201 (Ark. Cir. Ct., Pope County filed May 17, 2012); Cottrell v. Duke, Case No. 4:12-cv-4049 (W.D. Ark. filed May 4, 2012) and Richman v. Alvarez, Case No. 4:12-cv-4069 (W.D. Ark. filed June 26, 2012). The shareholder plaintiffs brought a derivative suit for alleged violations of federal securities laws under Sections 14(a) and 29(b) of the Securities Exchange Act of 1934, alleged breach of fiduciary duty under Delaware law and claims for contribution and indemnification against individual defendants. The plaintiffs argued that making a pre-suit demand on the defendants would have been futile, and therefore, was excused. The court found that the plaintiffs' arguments relating to the demand were conclusory and that demand was not excused. Accordingly, the court issued an Amended Order dismissing the case with prejudice on April 3, 2015 and Judgment granting defendants' Motion to Dismiss for Failure to Establish Futility on April 7, 2015. The plaintiffs have appealed to the United States Court of Appeals for the Eighth Circuit. A Notice of Appeal was filed on April 15, 2015. Oral arguments on the appeal have been set for April 14, 2016.

Various shareholder derivative lawsuits, consolidated for all purposes under the caption In re Wal-Mart Stores, Inc. Delaware Derivative Litigation, C.A. No. 7455-CB (Del. Ch.), also included prior to their consolidation Klein v. Walton, C.A. No. 7455-CS (Del. Ch. filed April 25, 2012,); Cohen v. Alvarez, C.A. No. 7470-CS (Del. Ch. filed April 27, 2012); Gerber v. Alvarez, C.A. No. 7477-CS (Del. Ch. filed May 1, 2012); Brazin v. Walton, C.A. No. 7489-CS (Del. Ch. filed May 3, 2012); California

State Teachers' Retirement System, derivatively on behalf of Wal-Mart Stores, Inc. v. Alvarez, C.A. No. 7490-CS (Del. Ch. filed May 3, 2012); New York City Employees' Retirement System, New York City Police Pension Fund, Police Officers Variable Supplements Fund, New York City Fire Department Pension Fund, Fire Fighters' Variable Supplements Fund, Fire Officers' Variable Supplements Fund, Board of Education Retirement System of the City of New York, Teachers' Retirement System of the City of New York, and New York City Teachers' Variable Annuity Program, derivatively on behalf of Wal-Mart Stores, Inc. v. Alvarez, C.A. No. 7612-CS (Del. Ch. filed June 11, 2012); and Knowles, derivatively on behalf of Wal-Mart Stores, Inc. v. Alvarez, C.A. No. 7630-CS (Del. Ch. filed June 18, 2012). The shareholders-plaintiffs brought a derivative suit for alleged breaches of fiduciary duty under Delaware law by defendants (including Wal-Mart and certain of its directors, former directors, executives and former executives); damages plus interest, costs and expenses for suit and other equitable relief. The defendants are moving to dismiss the case, based on the dismissal in Arkansas, arguing that under the full faith and credit doctrine, Delaware courts must give the foreign jurisdiction the same preclusive effect applying collateral estoppel principles. The defendants have also moved to dismiss the case on the ground that the Consolidated Amended Complaint failed to allege adequately that pre-suit demand on the Wal-Mart Board of Directors would have been futile. Oral arguments relating to the Motion to Dismiss were heard on November 12, 2015. The court asked for supplemental written submissions, which were filed in early December 2015, and which were followed by additional submissions in January and early February 2016. No decision has been made as of the issuance date of this Disclosure Document.

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

Item 4

BANKRUPTCY

No person previously identified in Item 1, and no officer or other person previously identified in Item 2, of this Franchise Disclosure Document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code or any foreign bankruptcy code required to be disclosed in this Item.

Item 5

INITIAL FEES

You are not charged an initial license payment or fee by Chick-fil-A in order to obtain a Chick-fil-A license. However, if we provide architectural drawings to you for use in constructing your Chick-fil-A Licensed Unit, you must pay Chick-fil-A for the costs of preparing the drawings in an amount up to approximately ~~\$25,000~~\$30,000, to be determined by Chick-fil-A upon completion of the drawings, within forty-five days of your receipt of the drawings. Such payment is non-refundable and payable in a lump sum. If Chick-fil-A decides not to supply such architectural drawings to you, then there is no fee payable to Chick-fil-A and you are responsible for preparing such drawings and submitting them to Chick-fil-A for approval prior to use.

Prior to the opening of your Chick-fil-A Licensed Unit, you must also obtain from Chick-fil-A a portion of your opening inventory (namely, the proprietary seasoning and seasoned coater), and, possibly, the equipment, utensils and promotional goods, as described in Items 6, 7 and 8. Other than for the equipment, these payments will not be due until after your Chick-fil-A Licensed Unit opens.

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

Item 6

OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
License Fee	10% of “Gross Receipts” ²	Monthly, by the 25th day of each month, for the preceding month	All new Licensed Units to be located at airports will pay 7% of “Gross Receipts”, rather than 10% of Gross Receipts
Additional Training ³	\$500 per employee ³	At least 10 days prior to 1 st day of training program	There is no training fee for your first 2 employees to be trained.
Handling Fee	7% of the purchase price for your equipment and/or signage	As incurred	If you purchase the equipment or signage through us, you must pay us this fee to cover the administrative costs of our equipment vendor.
Audit	Total amount of any underpayment plus 12% per annum interest ⁴	Within 30 days of notification	
Indemnification	Will vary under the factual circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from your Chick-fil-A Licensed Unit’s operations.
Additional Manual(s)	\$500	As incurred	We will provide electronically and lend you for the term of your License Agreement one copy of Chick-fil-A’s operations Manual for use at your Chick-fil-A Licensed Unit. If the copy is lost or stolen, we will send you a replacement manual and you must pay a fee of \$500 for such replacement manual.
Late Payment Charge	12% per annum interest on all amounts 30 days overdue	As incurred	

Notes:

1. All fees are imposed by and payable to Chick-fil-A. All fees are non-refundable and are imposed uniformly except as expressly provided in this Item 6. Chick-fil-A, Inc.'s bank accounts, which may contain fees paid by you from time to time, are not trust funds and Chick-fil-A, Inc. is not your fiduciary and does not otherwise owe you any duties with respect to any funds held, administered, maintained, or controlled in and disbursed from Chick-fil-A, Inc.'s accounts. Only Chick-fil-A, Inc. is entitled to receive the interest, if any, earned on such accounts.
2. "Gross Receipts" includes all cash and charge sales of every kind made at or from or related to the Chick-fil-A Licensed Units except refunds to customers and meals given your employees incident to their employment.
3. Training fee does not include travel costs.
4. If an audit discloses an understatement of 5% or more, Licensee must also pay all of Chick-fil-A's costs of the audit.

Item 7

ESTIMATED INITIAL INVESTMENT

Type of Expenditure ¹	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Opening Inventory/ Paper Supplies ²	\$13,505 8,430 - \$54,077 56,421	As Incurred	As Incurred	Chick-fil-A and Other suppliers
Utensils and Other Small wares	\$3,000 - \$7,000	As Incurred	As Incurred	Chick-fil-A and Other suppliers
Equipment/Signage ³	\$50,000 - \$150,000 175,000	As Incurred	As Incurred	Chick-fil-A/ Third Parties
Build-out ⁴	\$25,000 - \$750,000	As Incurred	As Incurred	Third Parties
Architectural Drawings ⁵	\$2,000 - \$25,000 30,000	As Incurred	If payable to Chick-fil-A, within 45 days of Receipt of the Drawings by Licensee. If payable to Third Parties, as incurred.	Chick-fil-A/ Third Parties
Additional Funds ⁶	\$1,000 - \$77,000 80,000	As Incurred	As Incurred During First 3 Months of Operation	Employees, Suppliers, Utilities and other Third Parties
TOTAL ESTIMATE OF INITIAL INVESTMENT	\$94,505 89,430 - \$1,063,077 1,098,4 21			

Notes:

- The preceding table describes the costs of initial investment for a Licensed Unit operated by a Self-Operator and a Food Service Provider, including the custom facades, counter areas, or other retail facilities. Chick-fil-A Licensed Units are established in existing facilities such as cafeterias and food courts or operated from other facilities located at Licensed Sites to which you have access. Thus, certain expenses, such as security deposits, cost of insurance and lease or sublease payments cannot be estimated by Chick-fil-A and may vary greatly among Licensees. You should consider these expenses in addition to those described in the table above in deciding whether to become a Licensee.

2. Licensees do not purchase all of their Opening Inventory and Supplies from Chick-fil-A or designated suppliers, Licensees do not provide Chick-fil-A with their total costs for these items, and Licensees' actual costs are likely to vary greatly. Accordingly, Chick-fil-A does not know the actual amounts spent by its Licensees on these items, and can only provide an estimate of these costs based on its own experience. Chick-fil-A's estimate is based on its own experience in establishing similar operations.
3. Chick-fil-A sometimes sells equipment to its Licensees. You will be required to purchase certain proprietary and other equipment from Chick-fil-A or a Chick-fil-A approved supplier for use at your Chick-fil-A Licensed Unit(s). Chick-fil-A has based this estimate on its own experience in establishing similar operations.
4. Licensees' build-out costs are only an estimate and vary greatly depending upon a variety of factors, including the particular location of the Chick-fil-A Licensed Unit. Chick-fil-A has based this estimate on its own experience in establishing similar operations.
5. Prior to opening the Chick-fil-A Licensed Unit and upon any renovation or remodeling of the Licensed Unit, you will be required to obtain architectural drawings from either Chick-fil-A or a third party. Within forty-five (45) days of Chick-fil-A providing such architectural drawings to you, you must pay Chick-fil-A the reimbursement cost of preparing such drawings in an amount that ranges typically from two thousand dollars (\$2,000) to ~~twenty~~thirty thousand dollars (~~\$25,000~~\$30,000), which amount shall be determined by Chick-fil-A upon completion of the architectural drawings. If Chick-fil-A does not provide the architectural drawings to you, you will incur similar charges to a third party.
6. In addition, Chick-fil-A estimates that you will need additional funds for your Chick-fil-A Licensed Unit. This estimate reflects the costs you can expect to pay in your first three months of operation and includes your expenses, as well as the cost of repairs, maintenance and utilities. Please note that, because several Licensees operate multiple concepts and food service operations at their Licensed Site(s), you may experience costs that are different than the level of expenditures set forth above. Chick-fil-A has based this estimate on its own over 50 years of experience in establishing similar operations. The exact amount required for additional funds will vary from operation to operation and cannot be estimated with certainty for your Chick-fil-A Licensed Unit.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

Chick-fil-A reserves the right to require you to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of your Chick-fil-A Licensed Unit from suppliers approved in advance by Chick-fil-A. With respect to your initial Chick-fil-A Licensed Unit, Chick-fil-A may exercise its right by delivering written notice to you promptly upon the execution of the License Agreement by Chick-fil-A. With respect to any additional Chick-fil-A Licensed Units granted after your initial Chick-fil-A Licensed Unit, if any, Chick-fil-A may exercise its right by delivering written notice to you promptly after approval of the additional Chick-fil-A Licensed Unit(s) as indicated on the site description form for such additional Chick-fil-A Licensed Unit(s). Chick-fil-A may appoint as many or as few approved suppliers as it reasonably deems appropriate and such approved suppliers may in some instances include or be limited to Chick-fil-A.

Except as Chick-fil-A may otherwise approve in writing in advance, you must purchase from Chick-fil-A or suppliers approved in advance by Chick-fil-A all present and future items of food and drink and all non-food inventory intended by Chick-fil-A to be sold to or used by your Chick-fil-A Licensed Unit's customers generally and all ingredients, food products, produce, mix, spice, cooking aid, wrapping, food and beverage containers and all other items necessary or optional for preparing such products for sale, and all bags, boxes, wrappers, cups, coffee lids, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of Chick-fil-A's proprietary marks or that are sold or used in at least 25% of the then existing Chick-fil-A Restaurants and other facilities selling any or all of Chick-fil-A's then-approved products even if such items do not display any of Chick-fil-A's proprietary marks. Chick-fil-A may appoint as many or as few approved suppliers as it reasonably deems appropriate and such approved suppliers may in some instances include or be limited to Chick-fil-A.

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

In some circumstances, such as with respect to certain produce, bread and other product purchases for some Chick-fil-A Licensed Units located in some geographic areas, you may be required to make such purchases locally. Under such circumstances, you may be required to seek local suppliers for such perishable items as bread and produce, but we reserve the right to approve your sources for these items in accordance with our then-current standards and specifications. Except with respect to Chick-fil-A's proprietary seasoning and seasoned coater, Chick-fil-A is not an approved supplier for any items described in this paragraph.

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

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

In the year ended December 31, 2014, our total revenues from Licensee and Operator purchases of the proprietary seasoning, seasoned coater, equipment, utensils, and promotional goods was ~~\$83,092,387.55~~95,578,994.96 or ~~5.08~~4.75% of our total revenues of ~~\$1,635,555,270.35~~2,012,126,271.75. We estimate that your total purchases from approved or designated suppliers will represent approximately 50% to 80% of your overall purchases in operating your Licensed Unit and approximately 30% to 67% of your overall purchases in establishing your Licensed Unit. Chick-fil-A may receive other forms of compensation directly or indirectly from approved or designated suppliers from time to time, which compensation may be in lieu of or in addition to any seasoning, coater and national advertising fund contributions described above.

Specifications and Standards: The foundation of each Chick-fil-A Restaurant and Licensed Unit and the essence of your License Agreement is your adherence to Chick-fil-A's minimum standards, guidelines and specifications. Every component of Chick-fil-A's restaurant operating system is important to Chick-fil-A and to the operation of your Chick-fil-A Licensed Unit as a Chick-fil-A Licensed Unit. Accordingly, you must operate your Chick-fil-A Licensed Unit in strict accordance with Chick-fil-A's minimum standards and guidelines for service, sanitation, quality of products, and other aspects of the operation of your Chick-fil-A Licensed Unit. These minimum standards and guidelines are specified in Chick-fil-A's orientation and operations manuals and materials, and other confidential information provided by us to you. To meet our standards, you must, among other things, purchase or lease goods, services, supplies, fixtures, equipment, leasehold improvements, insurance and inventory from various suppliers (including, without limitation, Chick-fil-A) in accordance with our standards and specifications.

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

You must also comply with our sales reporting procedures and other administrative standards. These currently require you to submit financial reports and other items to us including, without limitation, Weekly Product Sales Reports, Daily Product Sales Reports and Calendar Month Sales Summary Reports.

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

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

There are currently no buying or distribution cooperatives.

Item 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	License Agreement 3	6, 7, 8, 11
b.	Pre-opening purchases/leases	License Agreement 6	7, 11
c.	Site development and other pre-opening requirements	License Agreement 3, 6	11
d.	Initial and ongoing training	License Agreement 5	11
e.	Opening	License Agreement 6	11
f.	Fees	License Agreement 4	5, 6, 7
g.	Compliance with standards and policies/operating manual	License Agreement 6	8
h.	Trademarks and proprietary information	License Agreement 7	13, 14
i.	Restrictions on products/services offered	License Agreement 2, 6	8, 16
j.	Warranty and customer service requirements	License Agreement 6	8
k.	Territorial development and sales quotas	License Agreement 6	12
l.	Ongoing product/service purchases	License Agreement 6	8, 11
m.	Maintenance, appearance and remodeling requirements	License Agreement 2, 6	7, 8, 11
n.	Insurance	License Agreement 6	6
o.	Advertising	License Agreement 6	6
p.	Indemnification	License Agreement 10	6
q.	Owner's participation/management/staffing	License Agreement 6	15
r.	Records and reports	License Agreement 6	6, 11

	Obligation	Section in agreement	Disclosure Document Item
s.	Inspections and audits	License Agreement 6	11
t.	Transfer	License Agreement 9	17
u.	Renewal	License Agreement 2	17
v.	Post-termination obligations	License Agreement 8	17
w.	Non-competition covenants	License Agreement 7	17
x.	Dispute resolution	License Agreement 10	17
y.	Other (describe)	Not Applicable	Not Applicable

Item 10

FINANCING

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

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

Item 11

FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Before you open your Licensed Unit(s), Chick-fil-A will:

- (i) provide training to two management-level employees (Licensee Orientation), and two on-site management-level employees (Licensee Operational Training) for each Licensed Site (Section 5.1); and
- (ii) provide electronically and lend a copy of the operations, training and orientation manuals and other materials to you. Chick-fil-A charges \$500 to replace lost or destroyed manuals (Section 6.5).

During your operation of the Licensed Unit(s), Chick-fil-A will:

- (i) provide electronically and lend a copy of the operations, training and orientation manuals and other materials to you as a guide for operating the Licensed Unit(s) (Section 6.5);
- (ii) in its sole business judgment, may make available to you, from time to time, such additional advice and assistance as you may reasonably request or Chick-fil-A may deem necessary, including assistance or advice regarding the operation of the Chick-fil-A Licensed Unit(s), additional training and sales building (Section 5.2); and
- (iii) at an additional charge, sponsor initial training programs for additional management-level employees (Section 5.1).

If you are granted the right to operate additional Licensed Sites under your License Agreement, for each additional Licensed Site, Chick-fil-A will provide the same assistance as described above.

Advertising: Chick-fil-A is not required to spend any certain amount on advertising in your geographic area or at your Licensed Site(s). Under the License Agreement, Chick-fil-A does not charge you advertising fees or require you to contribute to advertising fees to a local or regional fund. Under the License Agreement, you are required at all times during the term of the License Agreement and at your own cost to use diligent efforts to advance the reputation of Chick-fil-A, and Chick-fil-A's brand products and to develop and enhance consumer awareness of Chick-fil-A's products and proprietary marks. In doing so, you must use only those materials approved or supplied by Chick-fil-A.

Chick-fil-A does not require any expenditures of monies by its Licensees to an advertising cooperative or any advertising fund. As part of Chick-fil-A's local, regional or national marketing efforts, Licensees are required to honor coupons for food items (and some drink items in some locations) at their respective Licensed Units, for which the Licensees may receive food, paper and distribution cost reimbursement from Chick-fil-A. Chick-fil-A's advertising accounts, if any, are not trust funds and Chick-fil-A is not your fiduciary with respect to any advertising funds. Chick-fil-A is not required to ensure that any Operator or Licensee benefits directly or pro rata from the expenditure of any advertising funds.

Chick-fil-A may, to the extent it is able, assist you in any of the above matters on an informal basis.

Selection of Location: Upon execution of a License Agreement, a prospective Licensee is granted the right to operate a Licensed Unit at a specific Licensed Site location. Your Licensed Site location must be approved by Chick-fil-A prior to you opening your Chick-fil-A Licensed Unit. Additionally, Licensees may be granted the right to operate additional Chick-fil-A Licensed Units under the License Agreement at additional Licensed Site locations selected by you and approved by us for which Chick-fil-A does not require that you sign a new, separate then-current form of License Agreement and pay an initial license fee. However, Chick-fil-A is under no obligation to offer you the opportunity to operate or to approve any additional Chick-fil-A Licensed Units and expressly reserves the right not to offer you the opportunity to operate or to approve any additional Chick-fil-A Licensed Units. For further information on Chick-fil-A's grant of additional Licensed Site locations, see Item 12 below.

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site is not a representation that the Licensed Unit(s) operated at the Licensed Site will be profitable or safe for your customers or employees or other personnel of yours or of any Third Party.

Hardware and Software System: Chick-fil-A does not supply, purchase, recommend or require specific computer equipment for Licensees. Nevertheless, you may choose to obtain a point-of-sale (POS) hardware and software system and a management PC for use in your Chick-fil-A Licensed Unit. Chick-fil-A may provide certain on-line updates, reports and other information to its Licensees from time to time. Although you are not required to have a management PC in your Licensed Unit, you will otherwise need to have access to a computer and the Internet in order to obtain this information. For informational purposes only, Chick-fil-A Restaurants typically use a POS system with accompanying software, which perform standard ~~ECR~~[electronic cash register](#) support, kitchen display systems, time clock, and financial and reporting functions. Other hardware and software systems that perform the same or substantially similar functions may be purchased by a Licensee. You may choose to pay a fee for technical support of the hardware and software system used in your Licensed Unit. With respect to Chick-fil-A Restaurants, such fees range from \$1,000 per year to \$4,500 per year for high-speed Internet access, equipment support and software upgrades, and are dependent upon the type of system used in the Restaurant. Chick-fil-A will not have independent access to any data compiled by the hardware and software system used in your Licensed Unit, if any.

Length of Time to Licensed Unit Opening: You must open your Chick-fil-A Licensed Unit(s) within 360 days of the approval of the site by Chick-fil-A. It is Chick-fil-A's experience that the typical length of time between the signing of a License Agreement and the opening of the Licensee's Chick-fil-A Licensed Unit is approximately three to eight months. The actual length of this period will depend upon such factors as the length of time necessary for completion of construction, making leasehold improvements and remodeling, installing equipment, fixtures and furnishings, procuring initial inventories and other similar matters, and may vary widely under some circumstances.

Initial Training Program: Chick-fil-A's initial training program for Licensees is comprised of two parts, Licensee Orientation and Licensee Operational Training. Licensee Orientation is conducted at Chick-fil-A's corporate headquarters in Atlanta, Georgia and lasts approximately one or two days (see Day 1- 2 of the training schedule, below). You must initially send at least two on-site management-level employees (including the Food Service Director/General Manager) from each Licensed Site to the Licensee Orientation. You must, at all times thereafter, employ at each Licensed Site at least two management-level employees whose duties include direct oversight responsibility for the Chick-fil-A Licensed Unit and who have attended and completed to Chick-fil-A's satisfaction the Licensee Orientation program conducted by Chick-fil-A.

Licensee Operational Training is conducted at ~~your assigned Operator Consultant's~~[the operating Chick-fil-A Restaurant of a third-party, consulting Chick-fil-A Operator \("Operator Consultant"\)](#) and generally lasts a minimum of one week (see ~~Days 2-3 through 7-8 of the~~ training schedule, below). The actual location, [topics](#) and length of the program varies from time to time. The program currently utilized by Chick-fil-A covers most aspects of operation, food preparation, labor scheduling, accounting, maintenance, purchasing, policies and certain other applicable topics. The training program begins at a specific time and date to be determined by Chick-fil-A. Prior to opening each Licensed Site, the training program must be completed to Chick-fil-A's satisfaction by at least two of your on-site, leadership-level

employees. You must, at all times, employ at each Licensed Site at least two leadership-level employees who work in the Chick-fil-A Licensed Unit and whose duties include management of the Chick-fil-A Licensed Unit and who have attended and completed to Chick-fil-A's satisfaction the Licensee Operational Training program conducted by Chick-fil-A.

The training program is conducted by Chick-fil-A's Licensee training staff, which is directed by Mr. Keith Metcalfe. The program's principal instructional materials are the Chick-fil-A orientation and operations manuals and other materials. Other employees of Chick-fil-A and certain ~~consulting Chick-fil-A Operators~~ ("Operator Consultants") participate in the training program in their respective areas of expertise. Mr. ~~Metcalfe~~Metcalfe has ~~nine~~fifteen years of experience with Chick-fil-A in the restaurant field. Mr. Metcalfe's relevant prior experiences are described in Item 2 of this Disclosure Document.

Chick-fil-A pays the costs of the training program with respect to the first two employees from each of your Licensed Site(s) to attend training. However, you are responsible for the travel, room, living and other expenses, salary and workers compensation coverage of your employees attending the training program. Chick-fil-A provides no compensation to your employees for attendance at or during any training described in this Item. With respect to new or additional personnel that you send or are required to send to Chick-fil-A's training program, you will be required to pay Chick-fil-A tuition in the amount of \$500 per employee for such additional training by Chick-fil-A.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF "ON THE JOB" TRAINING	LOCATION
Visions & Values	2 hours		Atlanta, Georgia
Purchasing	1 hour		
Contractual Issues:	1 hour		
Opening Timeline			
Grand Opening/Marketing	.75 hour		
Expectations	.5 hour		
Quality & Customer	.75 hour		
Service/			
Operator Consultant Role/			
Sales Reporting	1 hour		
@Chick-fil-A demonstration			
Orientation	12 hours	As time allows	Operator Consultant Unit Location
General Operations			
Backboard Operation			
Unit Activities Practice			

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF “ON THE JOB” TRAINING	LOCATION
Store Opening Activities Product Preparation Customer Service (Counter Operation for Full Service Locations) Unit Activities Practice	10 hours	As time allows	Operator Consultant Unit location
Unit Maintenance Quality (RQA) Review Licensing Operational Evaluation (LOE) Unit Activities Practice Store Closing Activities	11:00 am to close	As time allows	Operator Consultant Unit Location
Team Member Positioning Review of Labor Schedule and Labor Control Licensee Unit Organization and Layout Discussion Product Usage/Inventory Tracking Discussion Team Member Training Program and Grand Opening Training Game Plan Unit Activities Practice	9 hours	As time allows	Operator Consultant Unit Location
Hands-on Practice in Chick-fil-A Unit		Open to 7:00 pm	Operator Consultant Unit Location
Hands-on Practice in Chick-fil-A Unit		11:00 am to close	Operator Consultant Unit Location

Training in all subjects is conducted approximately ~~four~~six to ~~six~~nine times each year. Chick-fil-A intends, though is not obligated, to prepare and offer various seminars and conferences to Licensees from time to time in addition to its initial training program. Discussions at these seminars will likely feature topics such as sales techniques, performance standards, marketing programs, self-improvement techniques and other matters. All details concerning any such programs, if offered, such as time, location, duration, cost assessment and other matters, will be determined on a case-by-case basis. Chick-fil-A may under the terms of the License Agreement require the participation of Licensees or their designated managers in such programs. Chick-fil-A considers all information distributed at its training programs and seminars to be confidential and subject to the restrictions described under the “Proprietary Information” subheading in Item 14 below.

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

After initial training, you must train any managerial personnel that you may hire to assist in operating your Chick-fil-A Licensed Unit(s). Subject to your obligations under the License Agreement regarding confidentiality, you may use Chick-fil-A's orientation and operations manuals and materials in such training.

Operating Manual: The Tables of Contents of Chick-fil-A's proprietary orientation and operations manuals, showing the number of pages in each section, are attached for your review as Exhibit "D" to this Disclosure Document. The total number of pages in the orientation and operations manuals is 192.

Item 12

TERRITORY

You will be expressly granted the limited right to operate one Chick-fil-A Licensed Unit at one specific Licensed Site location designated by Chick-fil-A. The rights granted to you under the License Agreement are limited to your Chick-fil-A Licensed Unit location only. You will neither acquire nor have any right to use, or to license the use of, any name, mark or other intellectual property right, except as granted to you under the License Agreement in connection with the operation of your Chick-fil-A Licensed Unit at the specific location designated by Chick-fil-A.

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

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

control. Our affiliates may also own and operate Chick-fil-A Restaurants or control competitive brands. We are not required to pay you if we exercise any of the rights specified above outside or inside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site. We do not restrict you from soliciting or accepting authorized food and beverage orders from outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site, but you do not have the right to use other channels of distribution to make sales outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site.

You may not relocate your Chick-fil-A Licensed Unit without Chick-fil-A's prior written consent. If you wish to operate a Chick-fil-A Licensed Unit in another location instead of the Licensed Site of your existing Chick-fil-A Licensed Unit, Chick-fil-A may, but is under no obligation to, allow you to relocate to another Licensed Site to establish another Chick-fil-A Licensed Unit. Licensees who relocate in this manner may be required to execute new License Agreements.

If during the term of the License Agreement, you determine that you would (yourself or through a Third Party Operator) like to operate additional proposed Chick-fil-A Licensed Units at additional Licensed Sites, you must notify Chick-fil-A promptly of each such proposed additional Chick-fil-A Licensed Site and convey to Chick-fil-A all information about the proposed additional Chick-fil-A Licensed Site requested by Chick-fil-A. Chick-fil-A shall have the option to reject or tentatively accept the proposed additional Chick-fil-A Licensed Site, pending Chick-fil-A's completion of a site visit and any further investigative activities it deems necessary or appropriate. You must arrange for Chick-fil-A to have access to each proposed additional Chick-fil-A Licensed Site so that Chick-fil-A can conduct an assessment of the Licensed Site. After Chick-fil-A has completed the site visit, you must complete a site description form for the proposed additional Chick-fil-A Licensed Site and submit it to Chick-fil-A for final approval. Chick-fil-A shall have 10 business days from the date it receives the completed site description form to approve or reject the proposed additional Chick-fil-A Licensed Site. Chick-fil-A may reject your proposal for additional Chick-fil-A Licensed Sites if Chick-fil-A in its sole discretion determines that: (i) the proposed additional Chick-fil-A Licensed Sites are unsuitable for operating Chick-fil-A Licensed Units; (ii) the proposed additional Chick-fil-A Licensed Sites reflect inappropriately on Chick-fil-A or the Chick-fil-A System; or (iii) the lease, facility, use, occupancy or ownership arrangements with respect to the proposed additional Chick-fil-A Licensed Sites do not comply with Chick-fil-A's requirements. Chick-fil-A is under no obligation to offer you the opportunity to operate additional Chick-fil-A Licensed Units and reserves the right under Section 3 of the License Agreement not to offer you the opportunity to operate additional Chick-fil-A Licensed Units. As a condition to Chick-fil-A's approval of each proposed additional Licensed Site, Chick-fil-A may require, in its sole discretion, that you: (i) execute a new, separate License Agreement for each such additional Licensed Site; and (ii) pay an initial license fee for each such additional Licensed Site.

Certain affiliates of Chick-fil-A operate certain Dwarf House restaurants and Truett's Grill restaurants, which are licensed to sell Chick-fil-A products. The Dwarf House restaurants are modeled after the Dwarf Grill restaurant first opened by S. Truett Cathy in Hapeville, Georgia, in 1946. (The eleven Dwarf House restaurants and the three Truett's Grill restaurants that currently exist are, directly or indirectly, owned by the family of our founder, S. Truett Cathy.) Depending on the proximity of a Dwarf House or Truett's Grill restaurant to your Chick-fil-A Licensed Unit, a Dwarf House or Truett's Grill restaurant may compete with your licensed business. As described above, Chick-fil-A has also franchised numerous Operators to operate Chick-fil-A Restaurants throughout the country. Depending on the proximity of a Chick-fil-A Restaurant to your Chick-fil-A Licensed Unit, a Chick-fil-A Restaurant may compete with your licensed business. Chick-fil-A has begun to sell Chick-fil-A products in selected cafeterias and food courts as well as through other outlets. Chick-fil-A also has licensed and continues to offer licenses to certain prospective licensees who have access to such locations within schools, workplaces, universities, airports, hospitals and other similar

locations to sell Chick-fil-A brand products from such locations. Chick-fil-A has never offered a franchise in the same or any other line of business, although it reserves the right to do so whether by acquisition or start-up.

Chick-fil-A may operate or license others to operate any business competitive with the business of its Operators and/or its Licensees under a name other than Chick-fil-A. As of the date of this Disclosure Document, Chick-fil-A has not formulated any plans or policies to operate or license others to operate any such business, but Chick-fil-A or its affiliates may establish other or similar businesses at some future date.

Item 13

TRADEMARKS

The License Agreement grants you the right to use the trademark “Chick-fil-A” together with the trade name “Chick-fil-A” and all other service marks and trademarks, marks, trade names, designs, signs, emblems, insignia, symbols or slogans used by Chick-fil-A in connection with its Chick-fil-A products. This right is limited strictly to your operation of your Chick-fil-A Licensed Unit and your use must comply with your License Agreement.

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

Mark	Registration Number	Registration Date*
C logo	4,213,524	09/25/2012
C logo	2,298,157	12/07/1999
C (Stylized) (Red)	2,341,163	04/11/2000
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-N-Strips	1,958,706	02/27/1996
Chick-fil-A Kids (and design)	4,304,774	03/19/2013
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Cool Wrap	2,415,376	12/26/2000
Eat Mor Chikin	2,010,233	10/22/1996
Cow Appreciation Day	3,372,804	01/22/2008
Eat Mor Chikin (and design)	2,538,070	02/12/2002
First 100	3,906,613	01/18/2011
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Icedream	1,273,752	04/10/1984
Kneeling Cow Design	2,468,762	07/17/2001
Standing Cow Design	2,463,183	06/26/2001
We Didn’t Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

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

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

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

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

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

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents: CFA Properties owns all rights to U.S. Patent No. 6,777,009, ~~itled~~entitled **Cooking Appliance and Method of Use**, which issued on August 17, 2004. The patent relates to an improved cooking system, including providing novel and non-obvious aspects of automation to cooking systems so food items are consistently prepared to a high quality standard. The system provides superior and more consistent food item preparation under varying cooking parameters. You will be licensed to use this improved cooking system in the operation of your Chick-fil-A Licensed Unit.

CFA Properties owns all rights to U.S. Patent Nos. ~~8,726,792 and 8,726,792~~, 8,573,117, and ~~U.S. Patent Application Serial No. 14/259,183, each titled~~8,997,634, each entitled **Charbroiler and Method of Charbroiling**. U.S. Patent No. 8,726,792 issued on May 20, 2014, U.S. Patent No. 8,573,117 issued on November 5, 2013, and U.S. Patent ~~Application Serial No. 14/259,183 filed on April 23, 2014. No.~~8,997,634 issued on May 7, 2015. These patents ~~and patent applications~~ relate to restaurant class cooking equipment and methods of cooking, including providing novel and non-obvious aspects of a charbroiling system that charbroils food products simultaneously on both sides using a combination of upper and lower heated grids and upper and lower radiant heaters. You will be licensed to use these improved charbroiling systems in the operation of your Chick-fil-A Licensed Unit.

CFA Properties owns all rights to U.S. Patent Application No. 14/512,947, ~~itled~~entitled **Produce Washing System and Methods**, which was filed on October 13, 2014. The patent application relates to an improved produce washing system that can achieve at least a 5 log colony-forming unit (CFU) reduction per unit of produce to meet NSF Protocol P423 - Electrochemically Activated Water Cleaning and Sanitizing Devices in Commercial Food Operations. You will be licensed to use this improved washing system in the operation of your franchised Chick-fil-A Restaurant business.

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

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

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

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

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

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

The License Agreement further requires you to agree that you will not, during the time you are operating a Chick-fil-A Licensed Unit or at any time afterward, without the express prior written consent of Chick-fil-A, publish or disclose to anyone or use other than as approved or required by Chick-fil-A, any of Chick-fil-A's confidential information that is a trade secret under the License Agreement, including information or data of or about Chick-fil-A (including confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential licensees and franchised operators, customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. You must also abide by the same covenant as to Chick-fil-A's other confidential information, but only during the term of your License Agreement and for a period of two years following any expiration or termination of that Agreement (or in the case of your employees who are managers or supervisors of your Chick-fil-A Licensed Unit(s) during the term of employment and for a period of three years thereafter). If you are a Food Service Provider, you are required to obtain similar covenants from any Third Party involved in the operation of your Chick-fil-A Licensed Unit, the employees of such Third Parties who will be involved in the Chick-fil-A Licensed Unit and all other persons working in your Chick-fil-A Licensed Unit operated by a Third Party.

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

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

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

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The License Agreement requires you at all times during the term of the License Agreement, and at your own cost, to use diligent efforts to advance the reputation of Chick-fil-A and Chick-fil-A brand products and to develop and enhance consumer awareness of Chick-fil-A brand products and Chick-fil-A's proprietary marks. You must maintain at least two management-level employees at each Licensed Site whose duties include the Chick-fil-A Licensed Unit and who have attended, and completed to Chick-fil-A's satisfaction, Chick-fil-A's training program. Managers and supervisors of Chick-fil-A Licensed Unit(s) are required to enter into a confidentiality agreement as described in Item 14.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Chick-fil-A requires you to offer and sell only the Chick-fil-A brand products and other items that Chick-fil-A has approved. (See Item 8.) If you desire to sell other products in your Chick-fil-A Licensed Unit, you must request and receive written permission from Chick-fil-A before doing so. Under the terms of the License Agreement, you are prohibited from using or occupying the premises of your Chick-fil-A Licensed Unit for any purpose other than operating your Chick-fil-A Licensed Unit.

You must offer all products that you and Chick-fil-A designate as core menu items on Addendum B to your License Agreement. (See Exhibits “B-1” and “B-2” to this Disclosure Document). Chick-fil-A has the right to add additional products to the list of products that you are required to sell.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	2	To be determined by Chick-fil-A prior to the execution of your License Agreement based on a variety of factors including, without limitation, Chick-fil-A’s assessment of the licensing opportunity, the nature of the Licensed Site, the extent of your ability and contractual right, if any, to operate the Licensed Unit at the Licensed Site for a defined or otherwise predictable period of time, and Chick-fil-A’s past economic and operational experiences at similar licensed site locations.
b. Renewal or extension of term	2	No right to extend or renew. In the exercise of its sole and exclusive business judgment (which may include, without limitation, its assessment of your performance under the License Agreement, your ability and contractual right, if any, to continue to operate at the Licensed Site, and your past economic and operational performance of the Licensed Unit), Chick-fil-A may decide, but is under no contractual obligation, to offer you a new license agreement to operate the Licensed Unit for an additional period of time beyond the expiration of the License Agreement.

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew or extend	2	No right to extend or renew. If Chick-fil-A does decide to offer you a new license, such an offer, if any, will be made in the form of Chick-fil-A's then-current form of license agreement (which may include new terms, conditions and fees) and may be conditioned upon, among other things, your refurbishment and remodeling of each Licensed Unit to Chick-fil-A's then-current standards and specifications.
d. Termination by franchisee	8	You can terminate the License Agreement upon Chick-fil-A's failure to cure a material breach of the License Agreement within 30 days of you providing notification of such breach (or, depending upon the nature of the breach, such longer period as may be required to complete a cure). You also can terminate the License Agreement if Chick-fil-A makes a material misrepresentation or false statement under the License Agreement upon 10 days' prior written notice.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	8	We can terminate the License Agreement with cause. Depending on the reason for termination, we may not provide you with an opportunity to cure. See this Item 17(g) and (h) for further description.
g. "Cause" defined - curable defaults	8	Breach of material covenants of License Agreement; damage to goodwill or reputation of Chick-fil-A; failure to comply with hours of operation; continuance of operation materially impaired; loss of Licensed Site; failure to comply with government regulation; failure to comply with Chick-fil-A's standards and specifications.
h. "Cause" defined – non-curable defaults	8	Material misrepresentations regarding the License Agreement; conviction of a felony or crime of moral turpitude; conversion or embezzlement; misrepresentation or failure to make a material disclosure to Chick-fil-A or any governmental authority or in any offer or sale of securities related to a Licensed Unit; continuance of operation of substantially all of Licensed Units materially impaired; understatement of gross receipts by 5% or more on two or more occasions; insolvency, bankruptcy or appointment of receiver.
i. Franchisee's obligations on termination/non-renewal	8	Obligations include: immediately change your Chick-fil-A Licensed Site to a different use; pay Chick-fil-A all sums due; cease to use all trademarks, patents, copyrights and any other intellectual property licensed to you, and return all manuals and other information to Chick-fil-A; obey the terms of any covenant not to compete with Chick-fil-A; and others.

Provision	Section in franchise or other agreement	Summary
j. Assignment of contract by franchisor	9	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee - defined	9	Includes any assignment of your License Agreement or sale of your interest in your License Agreement.
l. Franchisor approval of transfer by franchisee	9	No transfer allowed without Chick-fil-A's prior written approval.
m. Conditions for franchisor's approval of transfer	9	Chick-fil-A has the right, but not the obligation, to approve a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	Not applicable	Not applicable.
q. Non-competition covenants during the term of the franchise	7	You may not anywhere within the Licensed Site where the Licensed Unit is located, directly or indirectly, sell any other nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to the products offered by you at the Licensed Unit as part of the Chick-fil-A system. Additionally, you may not disclose any of Chick-fil-A's trade secrets and confidential information.
r. Non-competition covenants after the franchise is terminated or expires	7	Following any expiration or termination of your License Agreement, you may not for a period of 12 months at the former Licensed Site, directly or indirectly, alone or in conjunction with any other person (including, where applicable, a Third Party Operator) sell any other nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to the products offered previously by you at the Licensed Unit as part of the Chick-fil-A system.
s. Modification of the agreement	11	The License Agreement may only be modified by the execution of a written agreement between both parties. The orientation and operations manuals and materials are subject to change at any time.

Provision	Section in franchise or other agreement	Summary
t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to state law, see Exhibit “G”). Any promises or statements not in the License Agreement or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	10	All litigation must occur in state and federal courts located in the Atlanta, Georgia area (subject to state law, see Exhibit “G”).
w. Choice of law*	10	Georgia law applies (subject to state law, see Exhibit “G”).

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

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

Item 18

PUBLIC FIGURES

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

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, ~~2014~~2015, there were approximately ~~1,886~~1,983 domestic Chick-fil-A Restaurants and Licensed Units open and operating, including approximately ~~1,595~~1,677 domestic Chick-fil-A Restaurants and ~~274~~289 domestic Chick-fil-A Licensed Units. The domestic Chick-fil-A Restaurants, which are operated by Chick-fil-A and Chick-fil-A Operators, and their annual sales volumes are not the subject of these financial performance representations.

As of December 31, ~~2014~~2015, approximately ~~247~~268 of the ~~274~~289 domestic Chick-fil-A Licensed Units had been open for at least one full calendar year. The ~~247~~268 domestic Chick-fil-A Licensed Units that had been open for at least one full calendar year as of December 31, ~~2014~~2015 and their annual sales volumes are the subject of these financial performance representations.

Of the ~~247~~268 Licensed Units open for at least one full calendar year, ~~202~~221 Licensed Units are located on college or university campuses. In ~~2014~~2015, approximately ~~14~~11% of these locations had annual sales volumes less than \$350,000; approximately 21% had annual sales volumes between \$350,000 and \$500,000; approximately 23% had annual sales volumes between \$500,000 and \$750,000; and approximately ~~42~~45% had annual sales volumes in excess of \$750,000. In ~~2014~~2015, the average annual sales volume of domestic Licensed Units located on college or university campuses that were open at least one year as of December 31, ~~2014~~2015 was ~~\$782,241~~\$838,770 with ~~81~~87 of the ~~202~~221 or ~~40~~39% that did as well or better than ~~\$782,241~~\$838,770 in annual sales. The highest and lowest annual sales volume for these college and university Chick-fil-A Licensed Unit locations in ~~2014~~2015 was ~~\$2,695,219~~\$2,873,087 and ~~\$76,649~~\$9,379, respectively.

Of the ~~247~~268 Licensed Units open for at least one full calendar year, ~~45~~47 Licensed Units are located at hospitals, businesses, industries or airports. In ~~2014~~2015, approximately ~~22~~21% of these locations had annual sales volumes less than \$350,000; approximately ~~14~~15% had annual sales volumes between \$350,000 and \$500,000; approximately ~~20~~17% had annual sales volumes between \$500,000 and \$750,000; and approximately ~~44~~47% had annual sales volumes in excess of \$750,000. In ~~2014~~2015, the average annual sales volume of domestic Licensed Units located at hospitals, businesses, industries or airports that were open at least one year as of December 31, ~~2014~~2015 was ~~\$1,034,182~~\$1,215,435, with 12 of the ~~45~~47 or ~~27~~26% that did as well or better than ~~\$1,034,182~~\$1,215,435 in annual sales. The highest and lowest annual sales volume for these hospital, business, industry and airport Chick-fil-A Licensed Unit locations in ~~2014~~2015 was ~~\$6,706,587~~\$7,757,459 and ~~\$152,462~~\$141,369, respectively.

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

in the Chick-fil-A Licensed Unit, or (ii) pursuant to telephone or other similar orders received or filled at or in the Chick-fil-A Licensed Unit.

The financial performance representations set forth above are based upon a total of ~~247~~268 domestic Chick-fil-A Licensed Units that were open for at least one year as of December 31, ~~2014~~2015.

YOU ARE URGED TO CONSULT WITH APPROPRIATE FINANCIAL, BUSINESS AND LEGAL ADVISORS IN CONNECTION WITH THE INFORMATION SET FORTH IN THIS ANALYSIS.

A NEW LICENSEE'S INDIVIDUAL FINANCIAL RESULTS MAY DIFFER FROM THE RESULTS STATED IN THE FINANCIAL PERFORMANCE REPRESENTATIONS FOR THE REASONS STATED BELOW. The computations of all actual and average sales, the range of years in operation, and list of addresses of the Chick-fil-A Licensed Units that supplied data used in preparing these financial performance representations will be made available to prospective licensees upon reasonable request.

THE FINANCIAL PERFORMANCE REPRESENTATIONS DO NOT REFLECT THE COSTS OF SALES OR OPERATING EXPENSES THAT MUST BE DEDUCTED FROM THE GROSS REVENUE OR GROSS SALES FIGURES TO OBTAIN YOUR NET INCOME OR PROFIT. THE BEST SOURCE OF COST AND EXPENSE DATA MAY BE FROM LICENSEES AND FORMER LICENSEES, SOME OF WHOM MAY BE LISTED IN ITEM 20.

THE SALES FIGURES SET FORTH ABOVE ARE AVERAGES OF SPECIFIC CHICK-FIL-A LICENSED UNITS AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR POTENTIAL SALES THAT WILL BE REALIZED BY ANY CHICK-FIL-A RESTAURANT LICENSEE. NEITHER CHICK-FIL-A NOR ANY OTHER PERSON CAN GUARANTEE THE SUCCESS OF A LICENSEE'S UNIT, AND ADMONISHES THAT A LICENSEE'S UNIT MAY LOSE MONEY OR FAIL. CHICK-FIL-A DOES NOT REPRESENT, WARRANT, OR PROMISE THAT YOU CAN EXPECT TO ATTAIN THESE SALES. Individual Licensees are likely to experience annual sales volume variations. A Chick-fil-A Licensed Unit's physical location within any particular geographic area, a Chick-fil-A Licensed Unit's physical location among different geographic areas of the country, the operational skill and the management methods employed by a Licensee, and menu price variations may significantly affect the sales realized in any given operation.

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

Other than the preceding financial performance representation, as described above, Chick-fil-A does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. With regard to an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting S. Tammy Pearson, Vice President and Assistant General Counsel of Chick-fil-A, telephone number (404) 765-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

~~SYSTEMWIDE~~SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS ~~2012~~2013 TO ~~2014~~2015

CHICK-FIL-A LICENSED UNITS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Licensed	2012 <u>2013</u>	226 <u>236</u>	236 <u>251</u>	+10 <u>+15</u>
	2013	236	251	+15
	2014	251	274	+23
	<u>2015</u>	<u>274</u>	<u>289</u>	<u>+15</u>
Company Owned	2012 <u>2014</u>	0	0	0
	2013 <u>2015</u>	0	0	0
	2014 <u>2015</u>	0	0	0
	2012 <u>2013</u>	226 <u>236</u>	236 <u>251</u>	+10 <u>+15</u>
Total Outlets	2013	236	251	+15
	2014	251	274	+23
	<u>2015</u>	<u>274</u>	<u>289</u>	<u>+15</u>

~~SYSTEMWIDE~~SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS ~~2012~~2013 TO ~~2014~~2015

CHICK-FIL-A RESTAURANTS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2012 <u>2013</u>	1320 <u>1383</u>	1390 <u>1462</u>	+70 <u>+79</u>
	2013	1383	1462	+79
	2014	1457	1545	+88
	<u>2015</u>	<u>1553</u>	<u>1646</u>	<u>+93</u>
Company Owned	2012 <u>2013</u>	45 <u>47</u>	40 <u>45</u>	-5 <u>-2</u>
	2013	47	45	-2
	2014	50	50	0
	<u>2015</u>	<u>42</u>	<u>31</u>	<u>-11</u>
Total Outlets	2012 <u>2013</u>	1365 <u>1430</u>	1430 <u>1507</u>	+65 <u>+77</u>
	2013	1430	1507	+77
	2014	1507	1595	+88
	<u>2015</u>	<u>1595</u>	<u>1677</u>	<u>+82</u>

TABLE NO. 2

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

FOR YEARS ~~2012~~2013 TO ~~2014~~2015

CHICK-FIL-A LICENSED UNITS

State	Year	Number of Transfers
All States	2012 2013	0
	2013	0
	2014	0
	2015	0
Total	2012 2013	0
	2013	0
	2014	0
	2015	0

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

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

FOR YEARS ~~2012~~2013 TO ~~2014~~2015

CHICK-FIL-A RESTAURANTS

State	Year	Number of Transfers
All States	2012 2013	0
	2013	0
	2014	0
	2015	0
Total	2012 2013	0
	2013	0
	2014	0
	2015	0

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

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS ~~2012~~2013 TO ~~2014~~2015
CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AB	2012 2013	0	0	0	0	0	0	
	2013 2014	0	0 1	0	0	0	0	
	2014 2015	0 1	1 0	0	0	0	0	
AL	2012 2013	9 10	1	0 1	0	0	0	
	2013 2014	10	1	1 0	0	0	0	10
	2014 2015	10 11	1 0	0	0	0	0	
AZ	2012 2013	3	0 1	0 1	0	0	0	
	2013 2014	3 4	1 0	1 0	0	0	0	
	2014 2015	4	0	0	0	0	0	
AR	2012 2013	5 6	1 2	0	0	0	0	
	2013 2014	6 9	2 1	0	0	0	0	8
	2014 2015	9 10	1 0	0	0	0	0	
CA	2012 2013	2	0	0	0	0	0	
	2013 2014	2	0 1	0 1	0	0	0	
	2014 2015	2	1 0	1 0	0	0	0	
CO	2012 2013	1	0	0	0	0	0	
	2013 2014	1	0	0	0	0	0	
	2014 2015	1	0	0 1	0	0	0	
DE	2012 2013	1	0 1	0	0	0	0	
	2013 2014	1 2	1 0	0	0	0	0	
	2014 2015	2	0	0	0	0	0	
DC	2012 2013	1	0	0	0	0	0	
	2013 2014	1	0	0	0	0	0	
	2014 2015	1	0	0	0	0	0	
FL	2012 2013	11 12	1 3	0	0	0	0	12
	2013 2014	12 15	3	0	0	0	0	15
	2014 2015	15 18	3	0	0	0	0	18
GA	2012 2013	21 22	1 2	0 2	0	0	0	
	2013 2014	22	2 3	2 0	0	0	0	22
	2014 2015	22 25	3	0	0	0	0	25
<u>ID</u>	<u>2013</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

	<u>2014</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
	<u>2015</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
IL	2012 2013	18	0	0 1	0	0	0	
	20132014	17	0 1	0	0	0	0	
	20142015	18	10	0	0	0	0	
IN	2012 2013	4	0 1	0	0	0	0	
	2013	4	1	0	0	0	0	
	2014	5	1	0	0	0	0	
	2015	6	0	1	0	0	0	
KS	2012 2013	4	0	0	0	0	0	
	20132014	4	0	0	0	0	0	
	20142015	4	0 1	0	0	0	0	
KY	2012 2013	8	0	0	0	0	0	
	20132014	8	0	0	0	0	0	
	20142015	8	0	0 1	0	0	0	
LA	2012 2013	6	0	0	0	0	0	
	20132014	6	0 1	0 1	0	0	0	
	20142015	6	10	10	0	0	0	
MD	2012 2013	5	0	0	0	0	0	
	20132014	5	0 1	0	0	0	0	
	20142015	5 6	10	0	0	0	0	
MI	2012 2013	1	0	0	0	0	0	
	20132014	1	0	0	0	0	0	
	20142015	1	0 1	0	0	0	0	
MN	2012 2013	2 3	10	0	0	0	0	
	20132014	3	0	0	0	0	0	
	20142015	3	0	0	0	0	0	
MS	2012 2013	5 6	1	0	0	0	0	
	20132014	6 7	10	0	0	0	0	
	20142015	7	0	0	0	0	0	
MO	2012 2013	5	0 1	0	0	0	0	
	20132014	5 6	10	0	0	0	0	
	20142015	6	0	0	0	0	0	
NE	2012 2013	2	0	0	0	0	0	
	20132014	2	0	0	0	0	0	
	20142015	2	0	0	0	0	0	

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
NJ	2012 2013	1	0	0	0	0	0	
	2013 2014	1	0	0	0	0	0	
	2014 2015	1	0	0	0	0	0	
NM	2012 2013	2	0	0	0	0	0	
	2013 2014	2	0	0	0	0	0	
	2014 2015	2	0	0	0	0	0	
NY	2012 2013	1	0	0	0	0	0	
	2013 2014	1	0	0	0	0	0	
	2014 2015	1	0	0	0	0	0	
NC	2012 2013	23	0 1	0 4	0	0	0	23
	2013 2014	23 20	1 0	4 0	0	0	0	
	2014 2015	20	0 1	0	0	0	0	20
OH	2012 2013	1	0 1	0	0	0	0	
	2013 2014	1 2	1	0	0	0	0	
	2014 2015	2 3	1	0	0	0	0	
OK	2012 2013	1 0	0	1 0	0	0	0	
	2013 2014	9	0 1	0	0	0	0	9
	2014 2015	9 10	1 0	0	0	0	0	
PA	2012 2013	8	0	0	0	0	0	
	2013 2014	8	0	0	0	0	0	
	2014 2015	8	0 1	0	0	0	0	
SC	2012 2013	7 9	2 0	0	0	0	0	
	2013 2014	9	0 2	0	0	0	0	9
	2014 2015	9 11	2 0	0	0	0	0	
SD	2012 2013	0	0 1	0	0	0	0	
	2013 2014	0 1	1	0	0	0	0	
	2014 2015	1 2	1 0	0	0	0	0	
TN	2012 2013	13 15	2 1	0	0	0	0	15
	2013 2014	15 16	1 4	0 1	0	0	0	16
	2014 2015	16 19	4 0	1 2	0	0	0	19
TX	2012 2013	39	2 6	2 0	0	0	0	39
	2013	39	6	0	0	0	0	
	2014	44	3	0	0	0	0	
	2015	47	6	1	0	0	0	

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
UT	2012 2013	0	0 1	0	0	0	0	0 1
	2013 2014	0 1	1 0	0	0	0	0	1
	2014 2015	1	0 1	0	0	0	0	1 2
VA	2012 2013	15 14	1 0	2 0	0	0	0	14
	2013	14	0	0	0	0	0	14
	2014	14	0	1	0	0	0	13
	2015	13	2	0	0	0	0	15
WV	2012 2013	2	0	0	0	0	0	2
	2013 2014	2	0	0	0	0	0	2
	2014 2015	2	0	0	0	0	0	2
Totals	2012 2013	226 236	15 24	5 9	0	0	0	236 251
	2013	236	24	9	0	0	0	251
	2014	251	27	4	0	0	0	274
	2015	274	21	6	0	0	0	289

Notes:

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the foregoing table, “Opened” reflects the total number of Chick-fil-A Licensed Units opened in each state during each fiscal year, including both new licensed units and company-owned licensed units purchased by a Licensee from Chick-fil-A.
3. For purposes of the foregoing table, “Terminations” reflects the total number of License Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the License Agreement’s term and without providing any consideration to the Licensee (whether by payment, forgiveness or assumption of debt, or new Chick-fil-A Licensed Unit opportunity).

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
AL	2012 2013	56 55	14	0	0	20	0	
	2013	55	4	0	0	0	0	
	2014	59	6	0	0	5	0	
	2012 2015	19 60	0 8	0	0	23	0 3	
AZ	2013	17	10	0	0	3	1	
	2014	23	4	0	0	1	0	
	2012 2015	17 27	1	0	0	0	0	
AR	2013	18	2	0	0	1	0	
	2014	19	3	0	0	2	0	
	2012 2015	44 20	16 0	0	0	60	0	
CA	2013	54	10	0	0	0	1	
	2014	63	13	0	0	7	0	
	2012 2015	27 72	21 2	0	0	14	0 1	
CO	2013	28	6	0	0	2	0	
	2014	32	9	0	0	3	0	
	2015	38	3	0	0	0	1	
CT	2012 2013	0	0	0	0	0	0	
	2013	0	0	0	0	0	0	
	2014	0	3	0	0	0	0	
	2015	3	1	0	0	0	0	
DE DC	2012 2013	50	10	0	0	0	0	
	2014	0	0	0	0	0	0	
	2015	0	1	0	0	0	0	
FL DE	2013	6	1	0	0	0	0	
	2014	7	1	0	0	1	0	
	2012 2015	137 7	131	10	0	70	0	
GA FL	2013	142	15	0	0	8	2	
	2014	147	8	0	0	4	1	
	2012 2015	158 150	61 7	10	0	25	0 2	16
GA	2013	159	13	0	0	5	2	
	2014	165	9	0	0	5	3	
	2015	166	12	0	0	5	1	
ID	2012 2013	13	21	0	0	0	0	
	2013	3	1	0	0	0	0	
	2014	4	1	0	0	1	0	
	2015	4	1	0	0	0	0	

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
IL	2012 2013	7 12	7 6	0	0	1 2	1 0	12
	2013	12	6	0	0	2	0	
	2014	17	8	0	0	2	0	
	2015	23	7	0	0	5	0	
IN	2012 2013	22	24	0	0	1	1 0	22
	2013 2014	22 24	42	0	0	1	0	
	2014 2015	24 25	24	0	0	1 2	0	25
IA	2012 2013	5 7	6 1	0	0	4 0	0	
	2013 2014	7 8	1	0	0	0	0	
	2014 2015	8 9	1 3	0	0	0 2	0	9
KS	2012 2013	5 8	4 0	0	0	1 0	0	
	2013	8	0	0	0	0	0	
	2014	8	1	0	0	1	0	
	2015	9	2	0	0	0	0	
KY	2012 2013	18 19	2	0	0	1 0	0	19
	2013	19	2	0	0	0	0	
	2014	21	1	0	0	2	1	
	2015	19	6	0	0	2	0	
LA	2012 2013	24 27	4 1	0	0	1 0	0	27
	2013 2014	27 28	1 2	0	0	0 1	0	28
	2014 2015	28 29	2	0	0	1 2	0	
MD	2012 2013	51 55	5 6	0	0	1 3	0	55
	2013 2014	55 58	6 2	0	0	3 0	0	58
	2014 2015	58 60	24	0	0	0 3	0	60
MA	2012 2013	2	0	0	0	0	0	
	2013 2014	2	0 2	0	0	0	0	
	2014 2015	24	2 0	0	0	0	0	
MN	2012 2013	0	0 4	0	0	0	0	
	2013 2014	0 4	4 0	0	0	0	0	
	2014 2015	4	0 1	0	0	0	0	
MS	2012 2013	17 19	4 2	0	0	2 1	0	19
	2013 2014	19 20	2	0	0	1 0	0	20
	2014 2015	20 22	2 0	0	0	0	0	
MO	2012 2013	16 17	3 4	0	0	2	0	17
	2013 2014	17 19	4	0	0	2	0	19
	2014 2015	19 21	4 5	0	0	2 1	0	21

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
NH	2012 2013	1	0	0	0	0	0	
	2013	1	0	0	0	0	0	
	2014	1	2	0	0	1	0	
	<u>2015</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
NE	2012 2013	0 2	2 0	0	0	0	0	
	2013 2014	2	0 1	0	0	0	0	
	2014 2015	2 3	1	0	0	0	0	
NJ	2012 2013	20 19	3 5	0	0	3 2	0	20
	2013 2014	19 22	5 4	0	0	2 1	0	22
	2014 2015	22 25	4 3	0	0	1 0	0	25
NM	2012 2013	3	1	0	0	1 0	0	
	2013 2014	3 4	1 0	0	0	0	0	
	2014 2015	4	0 3	0	0	0	0	
NC <u>NC</u>	2012	119	10	0	0	7	1	1
	2013	121	3	0	0	2	0	1
	2014	122	6	0	0	4	0	1
	2012 2015	35 124	6 7	0	0	4 6	0	37 1
<u>NY</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
	<u>2015</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
OH <u>OH</u>	2013	38	5	0	0	5	1	
	2014	37	2	0	0	1	0	
	2012 2015	22 38	1 5	0	0	0 3	2 0	21
OK <u>OK</u>	2013	21	5	0	0	4	0	
	2014	22	3	0	0	1	0	
	2012 2015	50 24	2 5	0	0	2 1	0	50
PA <u>PA</u>	2013	49	6	0	0	3	1	
	2014	51	6	0	0	5	0	
	<u>2015</u>	<u>52</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	
RI	2012 2013	0	0	0	0	0	0	
	2013	0	0	0	0	0	0	
	2014	0	1	0	0	0	0	
	2012 2015	6 51	8 0	0	0	3 0	1 0	6
SC <u>SC</u>	2013	69	3	0	0	1	1	
	2014	69	6	0	0	3	1	
TN	2012	50	6	0	0	3	0	
	2013	53	5	0	0	2	0	
	2014 2015	56 71	2 7	0	0	0 3	1	57

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
	2012 <u>2013</u>	211 <u>53</u>	25 <u>5</u>	0	0	122	0	224 <u>56</u>
<u>TN</u>	<u>2014</u>	<u>56</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>57</u>
	<u>2015</u>	<u>57</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>59</u>
	2013	221	20	0	0	10	2	229
	2014	226	32	0	0	8	1	249
	2012 <u>2015</u>	132 <u>51</u>	41 <u>8</u>	10	0	27	10	132 <u>62</u>
UT <u>UT</u>	2013	13	3	0	0	1	0	15
	2014	15	5	0	0	2	0	18
	2012 <u>2015</u>	85 <u>18</u>	43	0	0	21	0	87 <u>20</u>
VA <u>VA</u>	2013	86	7	0	0	5	1	87
	2014	87	11	0	0	7	0	91
	2012 <u>2015</u>	139 <u>92</u>	29	0	0	03	01	159 <u>97</u>
	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>WA</u>	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
WV <u>WV</u>	2013	15	0	0	0	0	1	14
	2014	13	2	0	0	0	0	15
	<u>2015</u>	<u>15</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>15</u>
	2012 <u>2013</u>	1	0	0	0	0	0	1
	2013 <u>2014</u>	1	0 <u>3</u>	0	0	01	0	13
	<u>2014</u>	<u>1</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>3</u>
	2012 <u>2015</u>	13	01	0	0	0	01	13
WY <u>WY</u>	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
	2012 <u>2015</u>	1320 <u>1</u>	153 <u>1</u>	30	0	731	70	1390 <u>1</u>
Totals	2013	1383	155	0	0	63	13	1462
<u>Totals</u>	2014	1457	168	0	0	72	8	1545
	<u>2015</u>	<u>1553</u>	<u>172</u>	<u>0</u>	<u>0</u>	<u>67</u>	<u>12</u>	<u>1646</u>

Notes:

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the foregoing table, “Opened” reflects the total number of franchised Chick-fil-A Restaurants opened in each state during each fiscal year, including both new restaurants and company-owned restaurant operations purchased by an Operator from Chick-fil-A.
3. For purposes of the foregoing table, “Terminations” reflects the total number of Franchise Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the Franchise Agreement’s term and without providing any consideration to the Operator (whether by payment, forgiveness or assumption of debt, or new franchised Chick-fil-A Restaurant opportunity).

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS ~~2012~~2013 TO ~~2014~~2015

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2012 2013	0	0	0	0	0	0
	2013 2014	0	0	0	0	0	0
	2014 2015	0	0	0	0	0	0
Totals	2012 2013	0	0	0	0	0	0
	2013 2014	0	0	0	0	0	0
	2014 2015	0	0	0	0	0	0

Note: Neither Chick-fil-A nor any affiliate opened, reacquired, closed or sold any Chick-fil-A Licensed Units during the ~~2012, 2013~~2013, 2014 and ~~2014~~2015 calendar years.

~~CHICK-FIL-A RESTAURANTS~~

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
AL	2012 2013	1	0	20	10	1	10
	2013 2014	10	0	05	0	13	02
	2014 2015	02	0	56	0	36	2
AZ	2012 2013	02	0	24	0	06	21
	2013 2014	21	0	41	0	61	1
	2014 2015	10	0	10	0	10	10
AR	2012 2013	21	0	01	0	12	10
	2013 2014	10	0	12	0	2	0
	2014 2015	0	0	20	0	20	0
CA	2012 2013	2	0	61	21	41	21
	2013	2	0	1	1	1	1
	2014	1	0	7	0	5	3
	2015	0	0	5	0	5	0
CO	2012 2013	10	0	12	0	21	01
	2013	0	0	2	0	1	1
	2014	1	0	3	1	2	1
	2015	1	0	1	0	1	1
DE	2012 2013	10	0	0	10	0	0
	2013	0	0	0	0	0	0
	2014	0	0	1	0	0	1
	2015	1	0	0	0	1	0
FL	2012 2013	56	0	810	20	510	6
	2013	6	0	10	0	10	6
	2014	6	0	5	0	4	7
	2015	7	0	7	2	9	3
GA	2013	2	0	7	2	6	1
	2014	1	0	8	1	7	1
	2015	1	0	5	0	5	1
ID	2013	0	0	0	0	0	0
	2014	0	0	1	0	0	1
	2015	1	0	0	0	1	0
IL	2013	1	0	2	0	0	3
	2014	2	0	2	0	2	2
	2015	2	0	5	1	5	1
IN	2013	1	0	1	0	1	1
	2014	2	0	1	0	1	2
	2015	2	0	2	0	3	1
IA	2013	2	0	0	0	1	1
	2014	1	0	0	1	0	0
	2015	0	0	2	0	0	2

~~CHICK-FIL-A RESTAURANTS~~CHICK-FIL-A RESTAURANTS

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Outlets Reacquired From Franchisees</u>	<u>Outlets Closed</u>	<u>Outlets Sold to Franchisees</u>	<u>Outlets at End of the Year</u>
<u>KS</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>KY</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>1</u>	<u>2</u>
	<u>2015</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>4</u>	<u>0</u>
<u>LA</u>	<u>2013</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2015</u>	<u>1</u>	<u>0</u>	<u>2</u>	<u>1</u>	<u>2</u>	<u>0</u>
<u>MD</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>3</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>3</u>	<u>0</u>
<u>MA</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>MS</u>	<u>2013</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>2</u>
	<u>2014</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>MO</u>	<u>2013</u>	<u>1</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>3</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>NH</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>NJ</u>	<u>2013</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>2</u>
	<u>2014</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>2</u>
	<u>2015</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>NM</u>	<u>2013</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
	<u>2014</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>NC</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2014</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>0</u>
	<u>2015</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>4</u>	<u>2</u>
<u>OH</u>	<u>2013</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>5</u>	<u>1</u>
	<u>2014</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>1</u>
	<u>2015</u>	<u>1</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>3</u>	<u>1</u>

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
GA	2012	3	0	3	1	5	0
	2013	2	0	7	2	6	1
	2014	1	0	8	1	7	1
ID	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0
	2014	0	0	1	0	0	1
IL	2012	0	0	2	0	1	1
	2013	1	0	2	0	0	3
	2014	2	0	2	0	2	2
IN	2012	1	0	2	0	2	1
	2013	1	0	1	0	1	1
	2014	2	0	1	0	1	2
IA	2012	1	0	4	0	3	2
	2013	2	0	0	0	1	1
	2014	1	0	0	1	0	0
MS	2012	1	0	2	0	1	2
	2013	2	0	1	0	1	2
	2014	2	0	0	0	2	0
MO	2012	0	0	2	0	1	1
	2013	1	0	2	0	3	0
	2014	0	0	2	0	2	0
NH	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0
	2014	0	0	1	0	1	0
NJ	2012	0	0	3	1	1	1
	2013	2	0	2	0	2	2
	2014	2	0	1	0	1	2
NM	2012	0	0	1	0	0	1
	2013	1	0	0	0	1	0
	2014	0	0	0	0	0	0
NC	2012	2	0	8	3	7	0
	2013	0	0	2	0	0	2
	2014	2	0	2	2	2	0
OH	2012	1	0	4	1	3	1
	2013	0	0	6	0	5	1
	2014	1	0	1	0	1	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
OK	2012	1	0	2	0	1	2
OK	2013	2	0	4	1 0	3	2
	2014	2	0	1	0	2	1
	2012 2015	0 1	0	2 1	0	1	1
PA	2013	2	0	4	1	2	3
	2014	3	0	5	0	5	3
	2012 2015	7 3	0	4 6	2	7 5	2
SC	2013	2	0	2	2	2	0
	2014	1	0	4	0	3	2
	2012 2015	1 2	0	3 4	1	1 4	2 1
TN	2013	2	0	2	1	2	1
	2014	1	0	1	0	1	1
	2012 2015	5 1	0	1 22	1 0	1 13	5 0
TX	2013	8	0	12	2	10	8
	2014	11	0	9	0	14	6
	2012 2015	1 4	0	4 9	0 1	3 8	2 4
UT	2013	2	0	1	0	1	2
	2014	2	0	2	1	0	3
	2012 2015	2 3	0	2 1	0	1	3
VA	2013	4	0	6	1	3	6
	2014	6	0	7	1	7	5
	2012 2015	2 4	0	0 4	0 2	2 4	0 2
WV	2013	0	0	1	0	0	1
	2014	2	0	0	0	2	0
	2012 2015	0	0	0 1	0	0 1	0
WI	2013	0	0	0	0	0	0
	2014	0	0	1	0	0	1
	2012 2015	0 1	0	0 1	0	0 1	0 1
WY	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	2012 2015	4 50	0	8 31	1 70	7 10	4 01
Totals	2013	47	1	76	12	67	45
	2014	50	0	78	7	71	50
	2015	42	0	80	10	81	31

Notes:

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the foregoing table, “Opened” reflects the total number of company-owned Chick-fil-A Restaurants opened in each state during each fiscal year.

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

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, ~~2014~~2015

CHICK-FIL-A LICENSED UNITS

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Arizona	<u>0</u>	<u>1</u>	<u>0</u>
Arkansas	<u>0</u>	<u>1</u>	<u>0</u>
Colorado	<u>0</u>	<u>2</u>	<u>0</u>
Florida	0	4 2	0
Georgia	0	3 1	0
Idaho	0	1	0
Illinois	0	1	0
Kansas Indiana	0	1 2	0
Maryland	0	2 3	0
Michigan Missouri	0	1 2	0
New Jersey York	0	1	0
North Carolina	0	1 3	0
Ohio	0	1 2	0
Tennessee Oklahoma	0	1 2	0
Pennsylvania	<u>0</u>	<u>3</u>	<u>0</u>
South Carolina	<u>0</u>	<u>3</u>	<u>0</u>
Texas	0	6	0
Virginia	0	2	0
Total	0	25 35	0

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

PROJECTED OPENINGS
AS OF DECEMBER 31, ~~2014~~2015

CHICK-FIL-A RESTAURANTS

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	4 0	2	0
Arizona	0	2	0
Arkansas	0	0 1	0
California	3 1	8 5	0
Colorado	1	3 2	0
Connecticut	4 0	4 2	0
Delaware	0	0 1	0
District of Columbia	0	4 0	0
Florida	2 0	8 3	0
Georgia	4 0	4 3	0
Idaho	0	0	0
Illinois	0 3	3 5	0
Indiana	0	0 1	0
Iowa	0 1	3	0
Kansas	4 0	2 1	0
Kentucky	0	2 3	0
Louisiana	0	0 1	0
Maine	0	1	0
Maryland	0	4 2	0
Massachusetts	0 1	0 3	0
Michigan	0	1	0
Minnesota	0 1	4 3	0
Missouri	0 1	4 1	0
Nebraska	0 1	4 3	0
New Hampshire	0	0	0
New Jersey	0 1	2 1	0
New Mexico	0 1	2	0
New York	0	2 4	0
North Carolina	0	3 2	0
Ohio	0	4 0	0
Oklahoma	4 0	4 1	0
Oregon	2	2	0
Pennsylvania	0 3	3	0
Rhode Island	0	0	0
South Carolina	1	3 1	0
Tennessee	0	4 0	0
Texas	3	4 20	0
Utah	4 0	1	0
Virginia	4 0	5 4	0
Washington	4 0	3 1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
West Virginia	0	1	0
<u>Wisconsin</u>	<u>2</u>	<u>3</u>	<u>0</u>
Wyoming	0	1 <u>0</u>	0
Total	18 <u>23</u>	90 <u>95</u>	0

FRANCHISE AGREEMENTS SIGNED BUT OUTLET
NOT YET OPENED AS OF DECEMBER 31, ~~2014~~2015

<u>State</u>	<u>City</u>	<u>Name (Last, First)</u>	<u>Street Address</u>	<u>Current Business Phone</u>
<u>CA</u>	<u>Sacramento</u>	<u>Mason, Eric</u>	<u>4644 Madison Ave.</u>	<u>916-344-0100</u>
<u>CO</u>	<u>Denver</u>	<u>Sutton, Jason</u>	<u>3601 Quebec St.</u>	<u>303-355-2221</u>
<u>IA</u>	<u>Waterloo</u>	<u>Edge, Mitchel</u>	<u>1331 Flammang Dr.</u>	<u>319-233-0274</u>
<u>IL</u>	<u>Countryside</u>	<u>Hunter, Nathan</u>	<u>6007 S. La Grange Rd.</u>	<u>708-482-7525</u>
<u>IL</u>	<u>Gurnee</u>	<u>Lark, Lamarr</u>	<u>W. Grand Avenue and N. Hunt Club Rd.</u>	<u>02976@chick-fil-a.com</u>
<u>IL</u>	<u>Springfield</u>	<u>Wade, Katherine</u>	<u>2431 Wabash Ave.</u>	<u>217-546-2000</u>
<u>MA</u>	<u>Framingham</u>	<u>Parker, Mark</u>	<u>1 Worcester Rd.</u>	<u>508-875-0405</u>
<u>MN</u>	<u>Blaine</u>	<u>Krebs, Eric</u>	<u>595 Northtown Dr. NE</u>	<u>763-786-4478</u>
<u>MO</u>	<u>Saint Louis</u>	<u>Torres, Christopher</u>	<u>4125 Lemay Ferry Rd.</u>	<u>03499@chick-fil-a.com</u>
<u>NE</u>	<u>Omaha</u>	<u>Douan, Edward</u>	<u>12310 W. Dodge Rd.</u>	<u>412-884-6577</u>
<u>NJ</u>	<u>Flemington</u>	<u>Reep, Ryan</u>	<u>287 US Highway 202/31 S.</u>	<u>908-237-2697</u>
<u>NM</u>	<u>Albuquerque</u>	<u>Sersun, Kenneth</u>	<u>210 Eubank Blvd. SE</u>	<u>505-292-9190</u>
<u>OR</u>	<u>Clackamas</u>	<u>Davis, Brian</u>	<u>12520 SE 93rd Ave.</u>	<u>03485@chick-fil-a.com</u>
<u>OR</u>	<u>Hillsboro</u>	<u>Hogan, Brian</u>	<u>2865 NW Town Center Dr.</u>	<u>03489@chick-fil-a.com</u>
<u>PA</u>	<u>Chambersburg</u>	<u>Donius, Adam</u>	<u>970 Norland Ave.</u>	<u>717-263-0477</u>
<u>PA</u>	<u>Harrisburg</u>	<u>Burkholder, Bradley</u>	<u>4661 Lindle Rd.</u>	<u>03462@chick-fil-a.com</u>
<u>PA</u>	<u>Philadelphia</u>	<u>Pierce, Duane</u>	<u>4600 Roosevelt Blvd.</u>	<u>03450@chick-fil-a.com</u>
<u>SC</u>	<u>Columbia</u>	<u>Jackson, Aaron</u>	<u>405 Killian Rd.</u>	<u>803-735-8881</u>
<u>TX</u>	<u>Houston</u>	<u>Ballard, Royce</u>	<u>6840 W. Sam Houston Pkwy. S.</u>	<u>281-498-7800</u>
<u>TX</u>	<u>Hurst</u>	<u>Vinson, Steven</u>	<u>767 Grapevine Hwy.</u>	<u>817-485-3337</u>
<u>TX</u>	<u>San Antonio</u>	<u>Stover, Benjamin</u>	<u>20831 U.S. 281</u>	<u>210-402-7307</u>
<u>WI</u>	<u>Mount Pleasant</u>	<u>Goode, Brian</u>	<u>5315 Washington Avenue</u>	<u>03602@chick-fil-a.com</u>
<u>WI</u>	<u>Oak Creek</u>	<u>Anderson, Danica</u>	<u>150 W. Town Square Way</u>	<u>414-571-0048</u>

<u>State</u>	<u>City</u>	<u>Name (Last, First)</u>	<u>Street Address</u>	<u>Current Business Phone</u>
<u>AL</u>	<u>Birmingham</u>	<u>Fielder, Brent</u>	<u>5375 Hwy. 280</u>	<u>03378@chick-fil-a.com</u>
<u>CA</u>	<u>Escondido</u>	<u>Ciervo, Jordan</u>	<u>1290 Auto Park Way</u>	<u>760-738-9200</u>
<u>CA</u>	<u>Freemont</u>	<u>Kosin, Daniel</u>	<u>5245 Mowry Ave.</u>	<u>510-608-5771</u>
<u>CA</u>	<u>Fresno</u>	<u>Marthedal, Peter</u>	<u>765 E. Shaw Ave.</u>	<u>559-226-1967</u>

State	City	Name (Last, First)	Street Address	Current Business Phone
CO	Aurora	Williams, Matthew-Clark	3444 Salida St.	303-307-1099
CT	Enfield	LaVoye, Steven	25 Hazard Ave.	860-253-0469
FL	Miami	Leon, Pablo Mauricio	9301 W. Flager St.	305-553-5497
FL	Tampa	LaChance, Dustin	3678 W. Grandy Blvd.	813-831-4203
GA	Cartersville	Jordan, Glenn	94 Old Allatoona Rd.	770-386-1208
KS	Derby	Nelson, Andrew	1818 N. Rock Rd.	316-788-1067
OK	Shawnee	Madison, Jeffrey	4637 N. Kickapoo Ave.	405-273-1388
SC	Piedmont	Saxon, Chad	3420 Hwy. 153	864-295-8330
TX	Beaumont	Henkel, Robert	3825 College St.	409-835-8114
TX	Dallas	Murillo, Louis	3820 W. Northwest Hwy.	214-353-2266
TX	Edinburg	Martinez, Jose Fidel	1360 W. University Dr.	03142@chick-fil-a.com
UT	Ogden	Norman, Bart	1120 Washington Blvd.	801-394-1992
VA	Dumfries	Yang, Natalie	3880 Fettler Park Dr.	703-221-8428
WA	Bellevue	Eseoffery-Artis, Valerie	785 116 th Ave. NE	03299@chick-fil-a.com

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

A list of Licensees and the addresses and telephone numbers of their outlets as of December 31, ~~2014~~, 2015, is attached as Exhibit “E” to this Disclosure Document. Also included in Exhibit “E” is a list of the names of all Operators and the addresses and telephone numbers of their Chick-fil-A Restaurants as of December 31, ~~2014~~, 2015. Chick-fil-A owned and operated restaurants are also included in this list and are identified by the designation “TMP.”

A list of the names, city and state, and business telephone number of every Licensee who has had a Chick-fil-A Licensed Unit terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A License Agreement during fiscal year ~~2014~~2015 and through March 31, ~~2015~~2016 or who has not communicated with us within ten weeks of the issuance date of this Disclosure Document is attached as Exhibit “F.” If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Chick-fil-A franchise system.

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

During the last three years, we have not signed any confidentiality clauses with any current or former Licensees which would restrict them from speaking openly with you about their experiences with

us. However, in some instances during the last three fiscal years, former Chick-fil-A Restaurant Operators have signed provisions restricting their ability to speak openly about their experiences with us. You may want to speak with current and former Licensees and Operators, but be aware that not all Operators will be able to communicate with you.

Item 21

FINANCIAL STATEMENTS

Exhibit “C” to this Disclosure Document includes our audited consolidated financial statements as of December 31, ~~2014, 2013~~2015, 2014 and ~~2012, 2013~~.

Item 22

CONTRACTS

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

Exhibit "B-1"	License Agreement for Licensees who are Self-Operators
Exhibit "B-2"	License Agreement for Licensees who are Food Service Providers
Exhibit "D"	Table of Contents of Chick-fil-A Manuals
Exhibit "G"	State Addenda and Agreement Amendments

Chick-fil-A does not lease or otherwise provide the Licensed Sites for the various Chick-fil-A Licensed Units. As a result, the leases, if any, for the various Chick-fil-A Licensed Units vary substantially from Licensed Site to Licensed Site because of the different requirements of landlords and property owners. Accordingly, there is no model lease form that can be said to be a typical lease by which a Licensee will be bound.

Item 23

RECEIPTS

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

® All trademarks are the property of their respective owners.

EXHIBIT “A”

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

LIST OF STATE ADMINISTRATORS

CALIFORNIA Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	NEW YORK Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23 rd Floor New York, NY 10271 (212) 416-8000
HAWAII Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Blvd., 5 th Floor Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Franchise Section Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place, 20 th Floor Baltimore, MD 21202 (410) 576-6360	VIRGINIA State Corporation Commission Department of Securities and Retail Franchising 1300 E. Main St., 9 th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Consumer Protection Division Michigan Attorney General 670 Williams Building Lansing, MI 48913 (517) 373-7117	WASHINGTON Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce Market Assurance Division 85 7 th Place East, Suite 500 St. Paul, MN 55101 (651) 296-6328	WISCONSIN Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue Suite 300 Madison, WI 53703 (608) 266-3431

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	NEW YORK Secretary of the State of New York 41 State Street Albany, NY 12231 (518) 474-4750
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department State Capitol, 5 th Floor 600 East Blvd. Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Indiana Secretary of State Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor & Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823
MARYLAND Maryland Securities Commissioner Office of Attorney General 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission Tyler Building, 1 st Floor 1300 E. Main St. Richmond, VA 23219 (804) 371-9733
MICHIGAN Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6456 Mercantile Way Lansing, MI 48909 (517) 241-6470	WASHINGTON Director, Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce Registration and Licensing Division 85 7 th Place East, Suite 500 St. Paul, MN 55101 (651) 539-1600	WISCONSIN Commissioner of Securities Securities and Franchise Registration 201 West Washington Avenue Suite 300 Madison, WI 53703 (608) 266-3431

EXHIBIT “B-1”

LICENSE AGREEMENT (SELF-OPERATORS)

CHICK-FIL-A, INC./[LICENSEE]
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is entered into by **CHICK-FIL-A, INC.**, a Georgia corporation (“CFA” or “Chick-fil-A”), and _____, a _____ corporation (“Licensee”). The effective date of this Agreement (the “Effective Date”) is the date set forth below. In consideration of the rights and benefits they each receive under this Agreement and other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound by this Agreement, CFA and Licensee (collectively, the “Parties,” individually a “Party”) have fully reviewed and agree to all of the terms and conditions of this Agreement.

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

By: _____
Erwin C. Reid
Vice President

Witness

Attest: _____
Assistant Secretary

(CORPORATE SEAL)

LICENSEE

Telephone: (____) _____

Fax: (____) _____

By: _____

Witness

Date: _____

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT ALSO CONTAINS SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH ARE NOT NUMBERED.

TERMS AND CONDITIONS

BACKGROUND

A. CFA originated and owns the rights to a distinctive system (defined below as the “CFA System”) for marketing, preparing and selling certain chicken and other food products (defined in Section 1.1 (k) below as the “Products”).

B. Licensee would like to license from CFA the right to use the CFA System to sell certain of the Products from kiosks, mobile carts, custom facades, counter areas or other retail facilities.

C. CFA is willing to grant Licensee such a license subject to Licensee’s full compliance with the terms and conditions of this Agreement, including Licensee’s willingness to exercise its license rights in complete conformity with the Chick-fil-A Culture (as defined in Section 6.1).

SECTION 1 -- DEFINITIONS

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

(a) **“Additional Site”** means any additional Site where CFA and Licensee agree, after the Effective Date, for Licensee to establish and operate Units.

(b) **“Authorized Products”** means those Products that Licensee is licensed (or in the future may be licensed) by CFA to sell from a particular Unit.

(c) **“CFA”** and **“Chick-fil-A”** are defined in the preamble; “CFA” and “Chick-fil-A” also include any assignees, designees or successors or assigns of Chick-fil-A, Inc.

(d) **“CFA System”** means CFA’s proprietary system for marketing, preparing and selling the Products, as CFA may further develop from time to time. The CFA System includes, among other things, Chick-fil-A’s: food preparation recipes; food presentation methods; food service techniques, such as quick service operation; signs, menus and advertising materials; sales facility and equipment designs, specifications and layout; the Chick-fil-A Culture; and certain Intellectual Property owned by CFA’s affiliate, CFA Properties, Inc. (“CFA Properties”).

(e) **“Confidential Information”** means valuable and proprietary confidential business information or data of or about a Party or CFA Properties other than “Trade Secrets” (as defined in Section 1.1(o) below). “Confidential Information” of CFA also includes any items specifically designated as a Trade Secret of CFA in Section 7.2 that are ultimately determined under applicable law not to constitute a “trade secret” but that otherwise meet the definition of Confidential Information. **LICENSEE ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL INFORMATION OF CFA.**

(f) **“Gross Receipts”** for any period for a particular Unit means Licensee’s entire gross receipts as determined according to generally accepted accounting principles (excluding only sales taxes or value added taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales of Products, goods, wares and merchandise and from all services performed at, from or in connection with or through the Unit during such period, whether for cash, check or on a charge, credit, time basis or otherwise, including (a) sales originating from orders accepted by Licensee at or away from the Unit, or placed by telephone, fax or other similar means received or filled at the Unit and (b) any assumed gross revenues of Licensee for purposes of any loss of profits insurance claim. “Gross Receipts” shall not include (i) any refunds to customers previously included in Gross Receipts, and (ii) meals given at any Retail Area to employees of Licensee that work in a Unit at the Retail Area incident to their employment.

(g) **“Ingredients”** means every ingredient, mix, spice, cooking aid, wrapping, food container and all other items necessary or optional for preparing the Products for sale.

(h) **“Initial Sites”** means the Site(s) existing as of the Effective Date.

(i) **“Intellectual Property”** means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Proprietary Marks (as defined in Section 1.1(1)), and other registered and unregistered trademarks and service marks, trademark and service marks registrations and applications, moral rights, and any other rights to any form or medium of expression, (iii) Trade Secrets (as defined in Section 1.1(o)), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents, patent registrations and patent applications, (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, Trade Secret, confidentiality or other similar laws of any State and the United States, and (vi) any other similar rights or interests, recognized by applicable law.

(j) **“Manual”** means collectively the operations, training and orientation manuals prepared by or on behalf of CFA that CFA will provide to Licensee as a guide for operating the Units and all other written, electronic, audiotaped or videotaped materials prepared by or on behalf of CFA for the same or a related purpose and delivered or made available to Licensee pursuant to Section 6.5, plus any amendments or additions thereto and any and all non-English language versions thereof (whether prepared by or on behalf of CFA or Licensee).

(k) **“Products”** means all present and future items of food and drink and all non-food inventory intended by CFA to be sold to or used by Chick-fil-A customers generally, including the Authorized Products.

(l) **“Proprietary Marks”** means collectively currently existing and future service marks, trademarks, trade names, trade dress (including product package designs), symbols, slogans, emblems, logos, insignias, external and internal building designs and architectural features, and combinations of the foregoing, which

CFA Properties has licensed to CFA for its own use and to sublicense others to use with the CFA System, including those service marks, trademarks and trade names listed on Addendum A.

(m) “**Site**” means the building or facility in which the Unit is located. The “Site” of a Unit not located in a building or facility shall be deemed to be the physical location of the Unit.

(n) “**Retail Area**” means the retail area or food court located at or within a Site.

(o) “**Trade Secrets**” means information or data of or about a Party or CFA Properties (including, but not limited to, confidential business information, technical or non-technical data, formulas, recipes, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of “trade secret” inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

(p) “**Unit**” means each Chick-fil-A facility, kiosk, mobile cart, custom facade, counter area or other retail facility from which Licensee is licensed to sell Products pursuant to this Agreement.

SECTION 2 -- GRANT AND TERM OF LICENSE

2.1 License. Subject to the terms and conditions of this Agreement, CFA grants to Licensee, and Licensee accepts, a non-transferable, non-exclusive license (the “License”) during the License Term (as defined in Section 2.5) to: (a) establish and operate a Unit at each Site approved by CFA and licensed to Licensee by CFA, including the Initial Sites and any Additional Sites that may be approved by CFA pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement; (b) sell the Authorized Products from the Units; (c) use the Proprietary Marks and the CFA System solely for the sale of the Authorized Products from the Units, and (d) advertise the Units to the public, consistent with CFA advertising policies. Licensee and CFA shall complete CFA’s then current version of its “Site Description Form” in the form of Exhibit 2 hereto, for each Site from which Licensee is authorized to operate a Unit. These completed Site Description Forms shall be maintained by CFA and their contents are deemed incorporated by reference into this Agreement.

2.2 Menu. The core menu for licensed units is set forth on Addendum B. The core menu applicable to each Unit, which may be modified, amended or otherwise supplemented by the Parties from time to time pursuant to mutual agreement, is set forth on the Site Description Form for the Site from which Licensee is authorized to operate such Unit.

2.3 License Not Exclusive. Licensee acknowledges that the rights licensed and granted to it in this Agreement are not exclusive. CFA

reserves the right to operate or to grant parties other than Licensee the right to operate Units or other Chick-fil-A restaurants at any location. CFA also reserves the right to use the Proprietary Marks in connection with, or to operate directly or to license the operation of, any business other than Units at any location. Notwithstanding the foregoing, during the License Term (as defined in Section 2.5), CFA shall not operate or grant other parties the right to operate Units or other Chick-fil-A restaurants from any Site where Licensee operates a Unit.

2.4 Limitation of License Rights. Except as is otherwise permitted under this Agreement, the License and rights granted Licensee in this Agreement are for the sole benefit of Licensee and Licensee shall not grant any third party not directly affiliated with Licensee the right to use the Proprietary Marks or the CFA System to sell any products or services from any location. CFA reserves to itself all other rights not granted expressly to Licensee under this Agreement.

2.5 License Term. The initial term of the License granted Licensee pursuant to this Section 2 (the “License Term”) shall begin on the Effective Date and shall end on the date that is ____ () years after the Effective Date (the “Initial Termination Date”), subject to its earlier termination pursuant to Section 8. Licensee acknowledges and agrees that: (1) Licensee, under this Agreement, has no right either to extend or renew the License Term or to be offered or granted a new license agreement by CFA upon the Initial Termination Date; and (2) CFA is under no obligation under this Agreement either to extend or renew the License Term or to offer or grant a new license agreement to Licensee upon the Initial Termination Date. Any decision by CFA to offer Licensee the opportunity to enter into a new license agreement regarding the License granted in this Section 2 for a period of time beyond the Initial Termination Date: (1) shall be made in the exercise of CFA’s sole and exclusive business judgment (which may include, without limitation, its assessment of Licensee’s performance under and adherence to the terms of this Agreement, Licensee’s ability to continue to operate at the Sites, and the past economic and operational performance of the Units); (2) may be extended or otherwise made in the form of CFA’s then-current form of license agreement (which may include new terms, conditions and fees); and (3) is not and shall not be deemed to be a part of this Agreement. The License Term shall include any modifications to the initial term of the License agreed to by CFA in writing.

SECTION 3 -- SITES

3.1 Additional Sites. If during the License Term Licensee determines that it would like to operate Units at Additional Sites, it shall notify CFA promptly of each such proposed Additional Site and shall convey to CFA all information about the proposed Additional Site requested by CFA. CFA is under no obligation to offer Licensee the opportunity to operate Units at Additional Sites, and CFA reserves the right under Section 3 hereof not to offer Licensee the opportunity to operate Units at Additional Sites. CFA shall have the option to reject or tentatively accept the proposed Additional Site, pending CFA’s completion of a site visit and any further investigative activities it deems necessary or appropriate. Licensee shall arrange for CFA to have access to each proposed Additional Site so that CFA can conduct an assessment of the Site. After CFA has completed the site visit, Licensee shall complete a Site Description Form for the proposed Additional Site and submit it to

CFA for final approval. CFA shall have ten (10) business days from the date it receives the completed Site Description Form to approve or reject the proposed Additional Site. CFA may reject Licensee's proposal for Additional Sites if CFA determines, in its sole and exclusive business judgment, that: (i) the proposed Additional Sites are unsuitable for operating Units; (ii) the proposed Additional Sites reflect inappropriately on CFA or the CFA System; or (iii) the lease facility, use, occupancy or ownership arrangements with respect to the proposed Additional Sites do not comply with the requirements of Section 6.8. As a condition to CFA's approval of each Additional Site, CFA may require, in its sole and exclusive business judgment, that: (i) Licensee execute a new, separate then-current form of License Agreement for each such Additional Site; and (ii) Licensee pay an initial license fee for each such Additional Site, if CFA generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

3.2 Responsibility. Notwithstanding Section 3.1, Licensee has the sole responsibility for the selection of any Sites and the location of Units there. Approval by CFA of Sites shall not constitute a representation or warranty by CFA that the Units operated at the Sites will be profitable or safe for customers or employees or other personnel of Licensee. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

SECTION 4 -- FEES

4.1 License Fees and Other Fees. Addendum C sets forth license fees and certain other fees that Licensee shall pay CFA in consideration of the various rights granted to Licensee under this Agreement and the timing and procedures for paying such license fees and other fees. Licensee agrees to pay all such license fees and other fees as and when they are due and in accordance with all CFA policies.

SECTION 5 -- TRAINING AND ASSISTANCE

5.1 Training. Before Licensee can begin operating a Unit, it must send at least two (2) management-level employees from the Site, whose duties include management or supervision of Licensee's employees at the Unit, to an initial training program sponsored by CFA and these employees must complete the program to CFA's satisfaction. CFA shall determine the location, time, content and length of the training program. CFA shall waive a tuition charge for the first two (2) such management-level employees attending the training program from the Site. Additional employees may attend the training program if there is space available in the program and Licensee pays the tuition (as set by CFA on Addendum C) for the program. Licensee shall be responsible for the travel, room, living and other expenses, salary, benefits and workers compensation coverage incurred by employees attending the training program. Licensee shall ensure that, at all times during the License Term, at least two (2) management-level employees at a Site whose duties include management or supervision of Licensee's employees at the Unit shall have attended and completed to CFA's satisfaction the training program.

5.2 Additional Assistance. CFA, in its sole and exclusive business judgment, may make available to Licensee, from time to time, such additional advice and assistance as Licensee may reasonably request

or CFA may deem necessary, including assistance or advice regarding the operation of the Units, additional training and sales building.

SECTION 6 -- OPERATION OF THE UNITS

6.1 Corporate Culture. Licensee acknowledges the unique corporate environment, culture, reputation and goodwill, including, for example, the Sunday closing policy, that have evolved as an integral part of the CFA System (the "Chick-fil-A Culture"). Accordingly, Licensee agrees that it shall exercise its rights and License granted to it pursuant to this Agreement in a manner consistent with the reputation and goodwill of Chick-fil-A and the Chick-fil-A Culture.

6.2 Uniformity. Licensee acknowledges that the CFA System is a unique and unified approach to selling the Products and that, subject to Section 10.8(b), adherence to CFA's requirements for operating the Units is necessary to maintain the general uniformity upon which part of the goodwill of CFA and the CFA System depend. Accordingly, subject to Section 10.8(b), Licensee shall conduct the operations of the Units in strict conformity with all of CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement or the Manual, unless CFA has given Licensee its prior written consent to do otherwise. Licensee recognizes and agrees that CFA from time to time may change or modify its standards, specifications, methods, techniques and procedures and agrees to accept and conform to all such changes or modifications (and shall make all reasonable expenditures necessary for such acceptance and conformance) within a reasonable period of time after Licensee's receipt of notice of such changes or modifications.

6.3 Standards of Operation. Licensee shall:

(a) operate each Unit in a clean, safe and orderly manner, providing courteous, first-class service to the public in accordance with all CFA service standards and initiatives;

(b) make every reasonable effort to increase the sales and business and maximize the Gross Receipts of each Unit;

(c) advertise, market, promote and merchandise the business of each Unit by the use of the Proprietary Marks in accordance with Sections 6.6 and 7;

(d) prevent the operation of any Unit, and refrain from using the Proprietary Marks in advertising or promotion, in such a way as to impair the value or reputation of the Proprietary Marks or the CFA System;

(e) prevent the use of any Unit for any immoral or illegal purpose or for any other purpose, business activity, use or function that is not expressly authorized by this Agreement or otherwise approved in writing in advance by CFA and, to the extent Licensee controls the operation of the Sites, prevent the use of any Site for any illegal purpose or any purpose inconsistent with the Chick-fil-A Culture;

(f) stay familiar with and comply with all requirements in the Manual;

(g) not operate any Unit or otherwise sell the Products from any Unit on Sundays or on Christmas Day;

(h) hire, train, manage and timely pay a sufficient number of employees to operate properly each Unit and otherwise to perform Licensee's duties hereunder, all of which employees shall be employed by and be the sole and exclusive responsibility of Licensee;

(i) maintain at all times a sufficient inventory of Products, Ingredients and supplies to meet customers' demand for the Products sold at each Unit;

(j) pay on a timely basis (i) for all Products, Ingredients, supplies and other goods and services purchased by Licensee for use in connection with the operation of each Unit, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which Licensee is liable under a federal, state or local government under any law, statute, ordinance or regulation, and (iii) any debt service on any debt incurred to finance the operation of any Unit;

(k) comply with all supra-national, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the Sites and the Units, including without limitation health, sanitation, fire, safety and environmental laws, statutes, ordinances and regulations;

(l) timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for Licensee to prepare or operate the Sites and the Units in compliance with all laws, statutes, ordinances and regulations and other provisions of this Agreement;

(m) not operate any Site or any Unit in a manner that presents a health or safety hazard to its customers or creates an environmental hazard;

(n) refrain from performing any act which could be reasonably likely to damage or cause harm to the reputation, goodwill or credit of any Unit, the Proprietary Marks, the CFA System, CFA or the Chick-fil-A Culture;

(o) sell all Products in a manner which is not detrimental to CFA's reputation or the positioning of the Products in the market;

(p) require all employees working in Chick-fil-A Units to wear only the approved Chick-fil-A uniform attire, and shall not permit any employee to wear the Chick-fil-A uniform attire in any non-Chick-fil-A operation; ~~and~~

(q) to the extent permitted by applicable law, comply with all restrictions on maximum prices of Products as required by CFA in writing from time to time during the License Term; and

(r) comply at all times with all applicable current and future laws relating to data privacy, personal data and data protection, as well as the then most current Payment Card Industry Data Security Standard ("PCI-DSS") requirements, for safeguarding

each Unit's customer data, and use best efforts at and otherwise in connection with the operation of each Unit to maintain data security and protect each Unit against identity theft and theft or misuse of personal information and customer data.

6.4 Confidentiality Agreement. In order to give CFA appropriate protection for its Confidential Information and Trade Secrets, Licensee shall require its managers and supervisors involved in the Units to sign a Confidentiality Agreement in substantially the form of Exhibit 1.

6.5 Operations Manual. CFA shall provide electronically and lend a copy of the Manual to Licensee for each Site during the License Term, which copy Licensee shall keep on the premises of the Sites in a secure location. Licensee shall notify CFA immediately if the Manual is lost or destroyed, and CFA shall send a replacement Manual to Licensee. Licensee shall pay CFA a fee of five hundred dollars (\$500) for each replacement Manual. The Manual, including all new, updated and superseded pages, shall at all times remain the property of CFA. Licensee shall return the Manual to CFA within three (3) business days of the expiration or any termination of the License Term. CFA may amend and update the Manual as it deems necessary or appropriate and send new pages or completely revised manuals to Licensee, at no cost to Licensee. Licensee agrees to insert immediately all new pages in their proper places and to remove the superseded pages at the same time and return the superseded pages and/or replaced manuals to CFA within three (3) business days of the receipt by Licensee of the new pages or revised manuals. The Manual is intended to further the purposes of this Agreement and is hereby incorporated by reference into this Agreement. In addition, any changes in the Manual made by CFA during the License Term shall be incorporated into this Agreement automatically and shall be binding on Licensee as of the date updated provisions are deemed received by Licensee pursuant to the notice provisions of Section 11.2. In the event of a conflict between the Manual and this Agreement, this Agreement shall prevail.

6.6 Consumer Awareness. Licensee shall at all times during the term of this Agreement, at its own cost, use diligent efforts to advance the reputation of CFA and the Products and to enhance consumer awareness of the Products and the Proprietary Marks. Licensee shall use only advertising and promotional materials, programs and techniques that are consistent with the Chick-fil-A Culture and that comply with any CFA advertising guidelines that may be disseminated from time to time.

6.7 Preparation and Modification of the Units. Licensee shall purchase, lease, maintain and replace all equipment and signage for the Units necessary in order to comply with CFA's then-current standards at Licensee's own cost and directly from an approved supplier in accordance with this Section 6.7. Licensee shall be responsible for all installation and space conversion and shall bear the cost of all required smallwares. CFA may supply all necessary working drawings or plans for construction, remodeling or renovation of the Sites (the "Drawings") required to prepare the Units for operation, and Licensee hereby agrees to reimburse CFA for the cost of preparing the Drawings, as set forth on Addendum C, within forty-five (45) days of receipt of the Drawings from CFA. In the event that CFA decides not to supply the Drawings, Licensee shall be responsible for all such Drawings and shall submit the Drawings to CFA prior to their use. Unless within twenty (20)

business days of receipt of the Drawings from Licensee (verified by post office returned receipt or overnight delivery service notification of delivery (signature required)) CFA notifies Licensee of CFA's disapproval of such Drawings, the Drawings will be deemed to have been approved by CFA. Licensee shall build, renovate or remodel the Sites, as the case may be, only in accordance with such plans as they are supplied, or approved, by CFA. To the extent any Unit has been operated by Licensee prior to the date of this Agreement pursuant to a license with CFA, or this Agreement is renewed or extended by operation of law beyond the Initial Termination Date, Licensee shall refurbish and remodel at CFA's option and direction each such Unit to Chick-fil-A's then-current standards, specifications, policies and designs for the development and operation of a Chick-fil-A licensed unit in accordance with Sections 6.2, 6.7 and 6.8 of this Agreement. As between CFA and Licensee, CFA shall be the sole and exclusive owner of all proprietary elements of the Drawings and the renderings on the Drawings, whether or not they are prepared by or on behalf of CFA, although Licensee shall be entitled to retain a copy of the Drawings (provided that Licensee may not disclose the Drawings to any third parties or use the Drawings for a purpose not in conjunction with CFA). If and to the extent any Drawings are prepared by or on behalf of Licensee, Licensee hereby assigns and agrees to assign or to procure the assignment of all Intellectual Property rights therein, including without limitation copyright and all rights to sue for past infringement, at no cost to CFA. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that is reasonably likely to affect materially the Proprietary Marks.

6.8 Building and Premises Standards. CFA reserves the right to require Licensee to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of the Units from suppliers approved in advance by CFA. With respect to the Initial Sites, CFA may exercise such right by delivering written notice to Licensee promptly upon the execution of this Agreement by CFA; with respect to Additional Sites, CFA may exercise such right by delivering written notice to Licensee promptly after approval of the Additional Sites as indicated on the Site Description Form for such Additional Site. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.9 Standards for Products and Supplies.

(a) Licensee shall sell in a Unit only the Authorized Products for that Unit. Licensee shall at all times during the License Term offer for sale at each Unit all Products on the Unit Core Menu approved by CFA for that Unit. Licensee shall not under any circumstances sell any other products or conduct any other business in or from the Units or sell the Products from any location other than the Units, unless approved in advance in writing by CFA.

(b) In preparing Products for sale in the Units, Licensee agrees to use only the ingredients, techniques and procedures designated or approved in advance by CFA. Licensee shall offer such Products only in the proportions, appearance and packaging as may periodically be specified by CFA. Licensee agrees that all Products offered for sale in the Units shall conform to CFA's

standards and specifications of quality, portion, taste and appearance and agrees to refrain from selling in the Units any Products that fail to meet such standards and specifications.

(c) Except as CFA may otherwise approve in writing in advance, Licensee shall utilize in the Units only those paper products (e.g. bags, boxes, wrappers, cups, napkins or cartons) or utensils or customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks.

(d) Except as CFA may otherwise approve in writing in advance, Licensee shall purchase from CFA or suppliers approved in advance by CFA all Products and Ingredients, and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks or that are sold or used in at least twenty-five percent (25%) of the then existing CFA restaurants and other facilities selling any or all of the Products even if such items do not display any of the Proprietary Marks. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.10 Payments to CFA. Licensee acknowledges and agrees that CFA shall have the right to charge and receive payments such as those set forth in Addendum C for or on account of sales of goods or services to or for the benefit of Licensee as CFA reasonably deems appropriate, including without limitation: (a) from Licensee directly when Licensee purchases such goods or services directly from CFA or its authorized distributor(s); or (b) from any other person or entity in the supply chain when Licensee purchases the goods or services from a supplier. Licensee agrees that such payments may be or contain a profit to CFA. Licensee shall reimburse CFA promptly (and in any event within thirty (30) days of receipt of invoice from CFA) for any expenses incurred by CFA on behalf of or for Licensee, and Licensee shall pay interest to CFA on any amounts not paid within such thirty (30) day period in an amount equal to twelve percent (12%) per annum or the highest amount permitted under law if less than twelve percent (12%) per annum.

6.11 Insurance. Licensee, at its own expense, shall procure before the commencement of operation of any Unit, maintain in full force and effect at all times during the License Term, and not allow to be cancelled, lapsed, suspended or modified, Commercial General liability insurance covering each Unit for liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract. All insurance coverage required by this Section 6.11 shall be maintained under one or more insurance policies containing minimum liability protection of three million dollars (\$3,000,000) per occurrence. All insurance policies required by this Section 6.11 shall be issued by an insurance company licensed and approved by the Insurance Commissioner (or similar official) in the jurisdiction in which the covered Units are located and have a minimum A.M. Best rating and financial size class of A -VII. Licensee must notify CFA prior to canceling or not renewing any coverage. Licensee shall be the principal beneficiary of such Commercial General liability insurance policies but shall designate CFA as an additional insured on all such

policies and arrange to show this designation via endorsement and on all certificates of coverage and shall forward the endorsement/certificates of coverage to CFA within thirty (30) calendar days of procuring such insurance but in any event before opening a covered Unit. Licensee shall provide annually an updated certificate of insurance with applicable endorsements within 30 days of their policy renewal. Licensee's insurance obligations in this Section 6.11 shall not be limited in any way because of any insurance that CFA may maintain.

6.12 Reporting Requirements. Licensee shall furnish to CFA reports and documents relating to Licensee's operation of the Units as described on Addendum D. If any information provided pursuant to this Section demonstrates an underpayment of any License Fee, Licensee shall pay any and all sums due together with interest and costs as described in Section 6.13(d). If the information demonstrates an overpayment, it shall be credited to Licensee's account.

6.13 Maintenance of Records, Inspections and Audits.

(a) Licensee shall maintain detailed written records of Licensee's CFA operations (including, but not limited to, any reports required on Addendum D) and all of its books and records shall be maintained according to generally accepted accounting principles. Licensee shall preserve these books and records for at least three (3) years after the close of Licensee's fiscal year to which they relate. CFA has the right to determine whether Licensee is complying with the terms and conditions of this Agreement. Accordingly, Licensee shall ensure that CFA or its designated representatives shall have the right at any time during business hours to: (i) enter upon and inspect the building and premises of the Units or offices and inspect and audit any records located or stored there relating to the Units; (ii) inspect, audit and photocopy the business records, bookkeeping and accounting records, operating records, operating reports, correspondence and general business records of the Units, and the other forms and information and supporting records which Licensee is required to submit to CFA hereunder; and (iii) inspect and observe the standards, specifications, methods, techniques and procedures being utilized by Licensee in the operation of the Units. CFA shall give Licensee at least seventy-two (72) hours prior notice before entering the premises or performing any inspections under clause (i) or (ii) above; however, CFA may act without notice under clause (iii) above or if CFA has a reasonable basis to believe that Licensee has materially violated any term of this Agreement. Licensee shall ensure that it and all other relevant parties fully cooperate with CFA or its designated representatives making any such inspection or conducting or supervising any such audit, and shall ensure that CFA or its designated representatives are permitted to take photographs of the building and premises of the Units and to interview customers and employees of Licensee.

(b) In the event that any of the books and records relating to a Unit are located other than at the Site associated with the Unit, Licensee shall ensure that CFA shall have the same rights to enter such other location and inspect and copy such books and records as is provided in Section 6.13(a). In the event that a Unit is located at a Site to which access is restricted or at which the taking of photographs or interview of customers is restricted, or some or all of the books and records relating to a Unit are located at a place to which access is restricted, Licensee shall diligently assist and

facilitate CFA in obtaining access to such Sites or place to conduct any inspection or audit of such Units or the records relating thereto. For purposes of the preceding sentence, a Site or place to which "access is restricted" refers to a Site or place access to which is not within the control of Licensee or is otherwise restricted by an unrelated third party.

(c) Following any inspection, examination or audit of a Unit, CFA may prepare a list of deficiencies in Licensee's operation of the Unit and deliver the list to Licensee. Licensee must thereafter use diligent efforts to correct such deficiencies, including taking such actions as CFA may reasonably direct Licensee to take, in order to bring itself and the operation of the Unit into full compliance with this Agreement. Licensee must be in full compliance with every provision of this Agreement within thirty (30) calendar days following delivery of such list of deficiencies by CFA to Licensee.

(d) If any inspection reveals that Gross Receipts reported are less than the actual Gross Receipts ascertained by such inspection, Licensee shall immediately pay CFA the additional amount of License Fee and other fees owed to CFA by reason of such understatement, together with interest of twelve percent (12%) per annum or the highest rate permitted by law if less than twelve percent (12%) per annum. If any report or statement prepared by Licensee understates Gross Receipts by more than five percent (5%) of the actual Gross Receipts, Licensee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse CFA for any and all expenses incurred in connection with ascertaining the understatement, including, but not limited to, reasonable accounting and legal fees. Such payment shall be without prejudice to any other rights or remedies CFA may have under this Agreement or under law or at equity. If any such inspection, examination or audit discloses an overpayment of License Fees, the amount overpaid shall be credited to Licensee's account.

SECTION 7 -- PROPRIETARY RIGHTS

7.1 Ownership of Rights. CFA Properties has granted CFA a license to use and to sublicense others to use the Proprietary Marks and other Intellectual Property owned by CFA Properties, including, but not limited to, in the manner contemplated by this Agreement. Licensee agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Proprietary Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or CFA, as applicable, or their respective successors in interest, as owner or licensee, as applicable. The Parties acknowledge that CFA Properties owns and shall retain all ownership of Intellectual Property associated with the Proprietary Marks and the CFA System. To the extent Licensee has or later obtains any Intellectual Property rights in the Proprietary Marks or the CFA System, by operation of law or otherwise, Licensee hereby agrees to assign all such rights exclusively to CFA Properties or, at CFA's election, CFA's designee, and agrees to take any further action requested by CFA to effectuate such an assignment.

7.2 Non-Disclosure Covenant. Each Party acknowledges that it may be exposed to certain Confidential Information and Trade Secrets of the other Party during the License Term, and that its unauthorized use, publication or disclosure of such information or data could cause immediate and irreparable harm to such other Party.

Accordingly, except to the extent that it is necessary to use such information or data to perform its express obligations under this Agreement, neither Party shall (and each Party shall take diligent measures to ensure that none of its employees, other personnel, agents or advisors shall), without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (a) any of the other Party's Confidential Information during the License Term and for a period of two (2) years after the termination of the License Term; or (b) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after termination of the License Term). The Parties acknowledge and agree that CFA's Trade Secrets include, but are not limited to: Product formulations, recipes and Ingredients; Product marketing and promotional techniques and plans; financial data and plans; lists of actual and prospective Chick-fil-A licensees, franchised operators, and suppliers; and any components of the CFA System that fall within the definition of "Trade Secret." **THE PARTIES ACKNOWLEDGE AND AGREE THAT CFA'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A "TRADE SECRET" OF CFA); AND ANY COMPONENT OF THE CFA SYSTEM THAT DOES NOT CONSTITUTE A "TRADE SECRET" BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."**

7.3 Limitations on Competition.

(a) Licensee acknowledges and agrees that, given CFA's substantial investment in the CFA System and given Licensee's substantial access to CFA's Confidential Information and Trade Secrets, it is reasonable for Licensee to agree to refrain from certain competitive activities during and for a reasonable time after the License Term.

(b) Without CFA's prior written permission, Licensee shall not, during the period of time that it is operating a Unit, anywhere within the Site associated with the Unit, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products offered for sale at the Unit pursuant to the CFA System.

(c) Without CFA's prior written permission, for twelve (12) months after Licensee ceases operating or having the right to operate a Unit (such a Unit being referred to as a "Closed Unit"), Licensee shall not from the space where the Closed Unit was located, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products previously offered for sale at the Closed Unit pursuant to the CFA System.

(d) If Licensee violates any covenant in this Section 7.3, it shall be presumed that Licensee has used Confidential Information and Trade Secrets of CFA in violation of Section 7.2.

(e) If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 7 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 7 shall be deemed to be modified to the extent or in the manner as is necessary in order for those provisions to be valid and enforceable to the greatest extent possible.

7.4 Use of Proprietary Marks.

(a) Licensee acknowledges that the Proprietary Marks are valid and are the exclusive and valuable property of CFA Properties; that CFA has the right to use, and to sublicense others to use, the Proprietary Marks; and that only duly authorized licensees have the right to use the Proprietary Marks. Licensee further acknowledges that any use by Licensee of the Proprietary Marks pursuant to this Agreement is solely in its role as a licensee of CFA. Licensee shall not use the Proprietary Marks in any manner, either directly or through any other person or entity, other than as necessary to operate the Units. Licensee shall not use any other trademark or service mark (including without limitation any non-English language version) in conjunction with any of the Proprietary Marks without the prior written consent of CFA, nor shall Licensee use or allow the use of any other trademark or service mark in connection with the Units. Licensee further covenants that it will not contest or aid in the contest of the validity of, or ownership of, or CFA's right to use and to license others to use, the Proprietary Marks, nor take or knowingly permit any other action which will or could in any way prejudice or harm any or all of the Proprietary Marks or CFA Properties' ownership thereof, or CFA's right to use and to license others to use the Proprietary Marks. Licensee expressly agrees that it will not adopt or use, or aid a third party in adopting or using, any trademark or service mark that is similar to, imitative of or likely to be confused with any of the Proprietary Marks. Licensee also covenants that it will affix such symbols as "TM", SM, "®", or the equivalent, next to or in conjunction with all of its uses of the Proprietary Marks, as appropriate or necessary, or as directed by CFA, in order to protect all of CFA's rights therein. Any and all goodwill arising out of Licensee's use of any or all of the Proprietary Marks shall inure to the benefit of CFA Properties and shall be and remain the exclusive property of CFA Properties. Where required by CFA, Licensee shall be recorded as a registered user or licensee with the trademarks registry or other appropriate authority in respect of one or more of the Proprietary Marks for any or all of the relevant goods or services or Licensee shall cause other filings to be made having a goal similar to the foregoing, and Licensee shall sign all documents and do all acts to assist CFA for any or all such purposes.

(b) Licensee shall always use the Proprietary Marks in accordance with applicable standards and specifications set by CFA. Licensee acknowledges and agrees that CFA shall have the right to review, and approve or disapprove, in its sole and exclusive business judgment, any and all uses of the Proprietary Marks by Licensee on or in connection with any goods and in all media and in connection with all services (which right will also extend to the quality of such goods and services). Licensee agrees to cease or alter any use of the Proprietary Marks which fails to conform with all applicable standards and specifications set by CFA or which CFA deems in its sole and exclusive business judgment to be otherwise unacceptable.

(c) Licensee agrees to advise promptly and fully CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA or its designee retains the exclusive right and authority to protect or defend the Proprietary Marks; provided, however, that CFA or its designee shall not be obligated to defend any or all of the Proprietary Marks and may determine not to defend any or all of them for any reason whatsoever; and provided, further, that CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA.

(d) If it appears to CFA that protection of one or more of the Proprietary Marks is no longer viable, either commercially or legally, CFA has the right to relinquish such Proprietary Mark and, at its election, to adopt another mark in the relinquished mark's place. In such event, Licensee agrees to cooperate with CFA in changing all signage, literature, supplies and the like to adapt the Units. Licensee shall not use the mark CHICK-FIL-A or any words identical or similar to any Proprietary Mark in its corporate or other name.

(e) Licensee specifically acknowledges and agrees that it has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Proprietary Marks through the Internet without CFA's prior written approval. Licensee acknowledges and agrees that CFA is under no obligation to grant such consent to Licensee and, as a condition to granting any such consent, CFA shall have the right to establish such requirements as CFA deems appropriate, including, but not limited to, the requirement that Licensee's only presence on the Internet involving, using or otherwise in any association with the Proprietary Marks shall be through a webpage established by CFA on CFA's webpage or Website. As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any webpage or Website proposed or established by Licensee involving, using or otherwise in any association with the Proprietary Marks shall otherwise be deemed to be a use of the Proprietary Marks under this Agreement, and will be subject to, among other things, CFA's approval and then-current policies, procedures, standards and requirements under this Section 7.4, including the subparts above.

7.5 Copyrights. Licensee acknowledges that the Manual is an original work of authorship owned by CFA Properties, which has been published with the appropriate notice of copyright and is accordingly protected by the United States Copyright Law 17 U.S.C. § 101 *et seq.* and any and all other applicable copyright laws. Licensee shall not alter or modify the Manual without the prior written consent of the copyright owner.

7.6 Acknowledgment. Licensee acknowledges and agrees that its covenants set forth in this Section 7 are reasonable as to time, scope and territory given CFA's need to protect its Trade Secrets and Confidential Information, particularly given the complexity and competitive nature of the food service industry, and that, if

Licensee's relationship with CFA under this Agreement ends, Licensee has sufficient resources to find alternative, commensurate business in its respective fields of expertise that would not violate Section 7. Licensee further acknowledges and agrees that the covenants set forth in this Section 7 and the rights and remedies conferred on CFA under this Agreement are essential elements of this Agreement and that without their inclusion, CFA would not have entered into this Agreement.

SECTION 8 -- TERMINATION OF LICENSE

8.1 Termination by Licensee.

(a) Any one or more of the following shall be a "Licensee Termination Event": (i) CFA's breach of any one or more of its material covenants in this Agreement; or (ii) the incorrectness or untruth of any one or more of CFA's material representations or warranties in this Agreement.

(b) Upon the occurrence of a Licensee Termination Event described in Section 8.1(a)(i), Licensee may serve CFA with written notice specifying the nature of the CFA breach, and upon the expiration of thirty (30) calendar days, if CFA shall have failed to cure or correct the CFA breach, then Licensee may terminate the License Term by serving a written notice of termination upon CFA, with such termination to be effective upon receipt by CFA. If the CFA breach is of such a nature that it cannot be completely cured or corrected within the thirty-day period, and if CFA shall have diligently commenced and continued curing or correcting the CFA breach within the thirty-day period, then the thirty-day period shall be extended as long as reasonably necessary for CFA, using its best commercial efforts, to cure or correct completely the CFA breach.

(c) Upon the occurrence of a Licensee Termination Event described in Sections 8.1(a)(ii), Licensee may terminate the License Term after providing at least ten (10) calendar days' written notice of termination to CFA with such termination to be effective upon the tenth calendar day following receipt by CFA.

8.2 Termination by CFA.

(a) The occurrence of any one or more of the following events shall be a "CFA Termination Event": (i) Licensee breaches or otherwise fails to comply with any one or more of its material covenants in this Agreement (including without limitation, any one or more of its duties and obligations under Sections 4, 6 and 7 of this Agreement); (ii) any one or more of Licensee's material representations or warranties in this Agreement are untrue; (iii) Licensee or any of its principals, officers, directors, owners, employees or other personnel, agents or contractors (collectively "Licensee Parties") takes any action, or fails to take any action, which action or failure to act, damages, or in the estimation of CFA has damaged or is likely to damage, the goodwill or reputation of CFA or is inconsistent with the Chick-fil-A Culture, the CFA System or the environment or reputation of CFA; (iv) Licensee fails to open a Unit during the hours and days of operation specified by CFA for that Unit or Licensee opens a Unit on Sunday or Christmas Day; (v) Licensee, or any Licensee Party involved, directly or indirectly, with any Unit, is convicted of or pleads nolo contendere to a felony or crime involving moral turpitude or is convicted of or pleads nolo contendere to any other crime or offense that could reasonably be

expected to affect adversely the reputation or goodwill of CFA, the Proprietary Marks or the CFA System; (vi) Licensee or any Licensee Party converts or embezzles any funds or property of CFA or third parties or engages in any conduct that is fraudulent, unfair, unethical or a deceptive practice; (vii) Licensee makes a willful material misrepresentation, verbally or in writing, or fails to make a material disclosure, to CFA or any national, federal, state or local governmental authority related to a Unit; (viii) continuance, in whole or in part, of the operation of any Unit or of the License granted to Licensee hereunder, is materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation thereof (collectively a "Law"), or by the actions of any civil or military authority purporting to act thereunder, or by acts of God, war or civil disorders, or by labor union activity; (ix) Licensee submits to CFA on two (2) or more occasions a report which understates Gross Receipts by more than five percent (5%); (x) Licensee files, or consents by answer or otherwise to the filing against it of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation, dissolution or winding-up or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (xi) Licensee makes a general assignment for the benefit of creditors or consents to or is the subject of the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties; (xii) Licensee is adjudicated insolvent or is liquidated, dissolved or wound-up; (xiii) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to Licensee or any substantial part of the properties of Licensee, or an order for relief is entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to Licensee, or ordering the dissolution, winding-up or liquidation of Licensee, or a petition for such relief is filed against Licensee and not dismissed or stayed within sixty (60) calendar days; (xiv) Licensee's lease, license, facility, use, occupancy arrangements for, or ownership of any Site terminates, or Licensee otherwise loses the ability to operate any Unit at or from any Site; (xv) by virtue of this Agreement or its relationship with Licensee, CFA becomes subject to government regulations as a government contractor or subcontractor or applicable Law is determined to require that any Unit be operated in a manner inconsistent with CFA's normal operating procedures or the Chick-fil-A Culture; (xvi) the building or premises of a Site or the Unit at that Site is not operated or maintained in a manner consistent with the standards of a first-class food service facility or the Chick-fil-A Culture or a threat or danger to public health or safety results from the construction, maintenance or operation of the Unit; (xvii) Licensee fails to make timely payment to CFA of any amounts it is required to pay CFA under this Agreement; or (xviii) Licensee commits three (3) or more defaults under this Agreement in any fifty-two (52) week period, irrespective of the timing of each such default and irrespective of whether each such default has been cured after notice.

(b) Upon the occurrence of any one or more CFA Termination Events described in Sections 8.2(a)(i) (other than with respect to a breach by Licensee of Section 7.2, 7.3 or 7.4), 8.2(a)(viii), 8.2(a)(xiv) or 8.2(a)(xvi) CFA may serve Licensee with written notice specifying the nature of the CFA Termination Event, and upon the expiration of thirty (30) calendar days, if Licensee shall have failed to cure or correct the CFA Termination Event, then CFA may terminate the License Term by serving a written notice of termination upon Licensee, which termination shall be effective upon

receipt by Licensee of the notice. If the CFA Termination Event cannot be completely cured or corrected within the thirty (30) day period, and if Licensee shall have diligently commenced and continued curing or correcting the CFA Termination Event within such thirty (30) day period, then such thirty (30) day period shall be extended for as long as reasonably necessary for Licensee, using its best commercial efforts, to complete the curing of the CFA Termination Event.

(c) Upon the occurrence of any one or more CFA Termination Events other than those described in Section 8.2(b), CFA may terminate the License Term with such termination to be effective upon Licensee's receipt of written notice of termination from CFA. Licensee will not have an opportunity to cure these Licensee Termination Events. In the event CFA has the right to terminate the License Term under this Section 8.2(c), CFA may elect to, but shall not be obligated to, (i) give Licensee a right to cure or correct any CFA Termination Event that CFA deems is appropriately curable, or, alternatively, (iii) if Licensee is licensed to operate more than one Unit, CFA may terminate the License Term with respect to one or more, but less than all, of the Units that Licensee is then licensed to operate.

8.3 Licensee's Obligations Upon Expiration or Termination.

(a) Upon the expiration or termination of the License Term, or the termination of the License Term with respect to one or more, but not all, Units, for any reason pursuant to Section 8.1 or Section 8.2, all rights of Licensee to operate the affected Units and to use, display, access or advertise the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties as defined in Section 1.1(i), at the affected Units, shall cease, and the License granted to Licensee in Section 2.1 with respect to those Units shall immediately terminate.

(b) Once a Unit is terminated either through expiration or termination of the License Term or the termination of the License Term with respect to a particular Unit or otherwise, Licensee shall immediately take one of the following actions with respect to any equipment, inventory, signage or other items from the Unit constituting inventions, patents, trade dress, Trade Secrets or Confidential Information of CFA or which display one or more of the Proprietary Marks (the "Equipment"): (i) Licensee shall transfer any such Equipment from the terminated Unit to another Unit then being operated by Licensee; or if Licensee cannot take the action described in (i), then Licensee shall, at CFA's option, either (ii) sell the Equipment to CFA at its then-current fair market value as determined by CFA in the exercise of its sole and exclusive business judgment and CFA shall have the right to purchase the Equipment accordingly, or (iii) grant CFA full and unfettered access to the Equipment and a license to remove, alter or obliterate any aspect, item, segment or portion of the Equipment that constitutes or includes licensed inventions, patents, trade dress, Trade Secrets or Confidential Information or which displays one or more of the Proprietary Marks. If CFA purchases the Equipment, Licensee shall deliver such purchased Equipment to CFA free and clear of all liens, charges, encumbrances and security interests promptly upon purchase by CFA. If Licensee transfers the Equipment to another Unit, Licensee shall bear all costs and expenses of transporting such Equipment. Once this Unit is terminated, Licensee shall not under any

circumstances advertise for sale or otherwise display or depict any of the Equipment as being for sale using any of the Proprietary Marks or any of CFA's trade dress (including, without limitation, CFA's storefront, word marks, logos, countertop, poster and menu board designs) absent the prior written consent of CFA, which consent Licensee acknowledges may be withheld by CFA in its sole and exclusive business judgment. Further, once this Unit is terminated, Licensee shall not under any circumstances make, use, sell or offer for sale any Equipment that would constitute infringement of CFA Properties' Intellectual Property, should CFA Properties maintain non-exhausted Intellectual Property rights in such Equipment.

(c) Also upon the expiration or termination of the License Term for any reason, Licensee agrees: (i) to cease immediately using any and all of the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties, and to cease immediately operating the Units and if the term of the lease, license or occupancy arrangement for or ownership of the Sites extends beyond such expiration or termination of the License Term, Licensee shall convert the location at each Site where a Unit was operated to a different type of use; (ii) to deliver immediately to CFA or its designee, at Licensee's expense, the Manual, all materials, data compilations or other things constituting or containing CFA's Confidential Information or Trade Secrets, all advertising contracts and property of CFA in Licensee's possession and all materials, data compilations or other things in Licensee's possession which relate to the operation of the Units (including without limitation Products and Ingredients and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items, other food containers and customer convenience items and other goods that display one or more of the Proprietary Marks, to the extent required by CFA under Section 8.3(b) above), excepting only Licensee's copy of this Agreement, Licensee's tax and personal financial records and copies of any correspondence between CFA and Licensee. CFA agrees to assist Licensee to bring about an immediate, effective, complete and orderly transfer of the items set forth above to CFA or its designee; (iii) to execute any and all agreements and other documents deemed necessary or appropriate by CFA to effectuate such expiration or termination (including without limitation cancellation of any registration or filing made under the last sentence of Section 7.4(a)) in a prompt and timely manner and to effectuate cancellation, change or transfer of business names, telephone numbers, facsimile numbers, email addresses, and Internet domain names, addresses, user names or search terms, or other like items, as applicable and as deemed necessary or appropriate by CFA; (iv) to pay immediately all debts it owes CFA and to pay immediately all debts arising from the operation of the Units or other performance of Licensee's responsibilities under the terms of this Agreement; (v) not to advertise or hold itself out in connection with the operation of any competing business or the sale of any Equipment or other things as having been formerly connected with CFA or to have formerly operated a Unit; and (vi) to make such changes to the Sites and to the Units as CFA may request so as to distinguish the Sites from any other Units. In this regard, Licensee shall, without limiting the generality of the previous sentence, dismantle or otherwise remove from the building and premises of the Units all signage bearing any of the Proprietary Marks and deliver to CFA, pursuant to Section 8.3(b) above, all of such signage.

(d) In the event that the License Term is terminated with respect to one or more, but not all, of the Units, the provisions of this Section 8.3 shall apply only to such terminated Units.

SECTION 9 -- ASSIGNMENT AND TRANSFER

9.1 Assignment by CFA. CFA may sell, transfer and assign any of its rights or obligations under this Agreement to any person, firm or corporation. CFA shall not remain liable for the performance of, and shall automatically be released from, any obligations under this Agreement subsequent to any such assignment. Notwithstanding anything in this Section 9.1 to the contrary, CFA may, in its sole and exclusive business judgment and without the consent of Licensee, pledge or assign its right to receive license fees hereunder, to any creditor, as security for indebtedness. In the event of an assignment or assignments (but not a pledge or pledges) pursuant to this Section by CFA to an unrelated third party, Licensee reserves the right to terminate this Agreement upon thirty (30) calendar days' prior written notice.

9.2 Limitations on Transfer by Licensee.

Licensee acknowledges and agrees that its rights and duties under this Agreement are personal to Licensee and that CFA has granted the License hereunder to Licensee in reliance upon Licensee's character, skill, experience, business ability and financial qualifications. Therefore, Licensee shall not assign any of its rights or obligations under this Agreement voluntarily or involuntarily, by operation of law or otherwise in any manner, except upon prior written approval of CFA and in accordance with the provisions of this Agreement, and any attempt by Licensee to do so shall be null and void. Licensee shall not change the business form or entity which owns or through which Licensee operates the Units, either directly or indirectly, without the prior written consent of CFA.

SECTION 10 -- MISCELLANEOUS LEGAL MATTERS

10.1 Independent Contractor. The Parties acknowledge and agree that Licensee's relationship to CFA is that of an independent contractor. Nothing in this Agreement shall be construed to make Licensee (or any individual whose salary, wages or other compensation is to be paid by Licensee) CFA's employee, agent or representative or to make Licensee and CFA partners, joint venturers, fiduciaries or trustees of the other for tax purposes or any other purpose. Licensee shall not have the power to obligate CFA for any expenses, liabilities or other obligations, without the prior written approval of CFA. Licensee shall conspicuously identify itself at its office and in all dealings with contractors, suppliers, public officials and others as an independent licensee of CFA and shall not hold itself out in any way as an employee, agent, representative, partner, joint venturer, fiduciary or trustee of CFA. Licensee shall also place such other notices of independent ownership on the Units, and on forms, stationery and other materials to be used in the operation of the Units, as CFA may require from time to time, including notices that the Proprietary Marks are owned by CFA Properties and used by Licensee under the License.

10.2 Equitable Remedies. Licensee acknowledges, agrees and warrants that any breach or threatened breach by Licensee of any of the material terms of this Agreement, including without limitation a breach of the provisions of Sections 6, 7, 8 or 9, would result in irreparable damage and harm to CFA that would be difficult to ascertain. Accordingly, in such event, CFA shall be entitled, if it so elects, in addition to any other remedies available to it under this Agreement or at law, to immediate equitable relief therefor, including without limitation, an injunction or an order for specific performance. Nothing in this Section 10 shall be deemed to limit CFA's remedies at law or in equity for any breach by Licensee of any provision of this Agreement. Furthermore, nothing in this Section 10 or otherwise contained in this Agreement shall limit, abridge or modify the rights of CFA in and to its Intellectual Property, including its Trade Secrets, Confidential Information and the Proprietary Marks under any applicable national, federal, state, or local trade secret, trade name, trademark, service mark, patent, copyright, unfair competition, license or other law.

10.3 Indemnification. To the extent that applicable law prohibits either Party from making the indemnification covered by this Section 10.3, then to that extent, against the Party that is thus prohibited, this Section 10.3 shall not be effective, and the other Party's indemnification obligation under this Section 10.3 shall be similarly reduced, so that each Party's obligations under this Section 10.3 are roughly equal. Each of CFA and Licensee (as applicable, the "Indemnitor") shall and does hereby hold harmless and indemnify the other Party and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (collectively, the "Indemnitee"), from and against any and all claims, counterclaims, suits, demands, debts, costs, liabilities, expenses, setoffs, liens, attachments, judgments, actions and causes of action arising out of (i) the untruth or breach of any of the Indemnitor's representations or warranties in this Agreement, or (ii) a breach by the Indemnitor of its obligations under this Agreement, or (iii) the negligent or intentionally wrongful acts or omissions of the Indemnitor or any of its officers, directors, shareholders, agents or employees (including, in the case of Licensee, the unauthorized, unlicensed or otherwise unpermitted or improper operation or condition of any part of the Units or the Sites); and the Indemnitor shall reimburse the Indemnitee for any and all costs, damages, penalties and expenses, including without limitation attorneys' and advisors' fees, costs of investigation and court costs that the Indemnitee incurs by reason of or due to any such acts or omissions by the Indemnitor. The indemnities herein shall continue in full force and effect subsequent to and notwithstanding any expiration or termination of the License Term.

10.4 Cumulative Rights and Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative.

10.5 Choice of Law. This Agreement was made and took effect when accepted and executed by CFA in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the Parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or

expiration of this Agreement, and any other aspect of the Parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

10.6 Litigation. Licensee acknowledges and agrees that Licensee has and will continue to develop a substantial and continuing relationship with CFA at its offices in the State of Georgia, where CFA's decision-making authority is vested and where its license program operations are conducted and supervised. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in threatened or pending litigation, then the Superior Court of Fulton County, Georgia, United States of America, and the United States District Court for the Northern District of Georgia, Atlanta Division, shall have exclusive jurisdiction to hear and decide such matter, and each Party hereby submits and consents to the jurisdiction of each such courts, and each Party hereby agrees to commence, conduct and conclude such matters only in such courts. The Parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between Licensee and CFA, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreement and/or the relationship between Licensee and CFA. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by CFA in any appropriate jurisdiction where Licensee is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any Party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained. If either Party files suit to collect sums from or to enforce its rights or any covenant under this Agreement against the other Party, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection or other action, should the first Party prevail in such suit, including without limitation attorneys' and advisors' fees, court costs and other expenses of litigation.

10.7 Third Party Claims. Licensee agrees to notify immediately CFA of the existence of (and forward to CFA copies of relevant documents, if any, within ten (10) days of its receipt of them) any and all actual or threatened demands, claims, notices, suits, actions or other legal processes served on or otherwise coming to the attention of Licensee that would or could affect any Units, the CFA System, CFA's Confidential Information or Trade Secrets, the Proprietary Marks or CFA in general. CFA may, at its option, control any or all such disputes and litigation and Licensee will, at its own expense if it is a named party, or at CFA's expense if it is not, extend its full cooperation in all such matters.

10.8 Caveats.

(a) Licensee acknowledges and agrees that it has entered into this Agreement after making an independent investigation of CFA's operations and not in reliance upon any representative or projected gross revenues, volume, earnings or profits which Licensee might be expected to realize, and that CFA has not made any representation, which is not expressly set forth herein, to induce Licensee to accept the License and execute this Agreement. Licensee represents and warrants that it acknowledges that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors. CFA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LICENSEE ACKNOWLEDGES THAT CFA DID NOT MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE POTENTIAL SUCCESS, EARNINGS, REVENUES OR PROFITS OF THE UNITS THAT WILL BE OPERATED BY LICENSEE UNDER THIS AGREEMENT.

(b) Because complete and detailed uniformity in the operation and appearance of all Units may not be possible or practical in the many varying conditions in which Units will be operated, CFA reserves the right and privilege, which it may exercise in its sole and exclusive business judgment, to vary the terms or conditions of a license agreement (including without limitation the fees to be paid by a licensee) or the standards, specifications, methods, techniques or procedures applicable to the operation of a Unit for any other of its licensees based upon the differing physical, business, demographic or other conditions existing in the particular area in which such Unit is located or upon the differing personal abilities, aptitudes, experiences or financial qualifications of such licensees. Licensee acknowledges that it will not be entitled to receive any such variance allowed to any of CFA's other licensees.

10.9 Disclaimer. CFA, FOR ITSELF, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY GOODS OR SERVICES SOLD OR APPROVED BY IT, OR THE LICENSE GRANTED BY IT, OR ADVICE, GUIDANCE, APPROVAL OR DIRECTIONS RENDERED BY IT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, QUANTITY OR PRICING. LICENSEE AGREES NOT TO MAKE ANY STATEMENT, REPRESENTATION OR CLAIM OR TO GIVE ANY WARRANTY TO THE CONTRARY TO ANY CUSTOMER OR POTENTIAL CUSTOMER OR ANY OTHER PARTY.

SECTION 11 -- GENERAL PROVISIONS

11.1 No Implied Waiver.

(a) Failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party's right to require full performance of that provision at any time thereafter, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach

thereof or a waiver of a breach of any other provision of this Agreement or as nullifying the effectiveness of such provision or any other provision.

(b) The failure of either Party to seek redress for any violation of this Agreement or to take action based upon a Licensee or CFA Termination Event, as the case may be, or to insist upon the strict performance of any condition of this Agreement, shall not prevent a subsequent act, which would have originally constituted a Termination Event or violation of this Agreement, from having all the force and effect of an original Termination Event or violation. The receipt or acceptance by either Party of any fees or other payments with knowledge of a Termination Event or violation of this Agreement shall not be deemed a waiver of any such relief with respect to such Termination Event or violation. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver be in writing signed by the Party. No payment by either Party or receipt or acceptance by the other Party of a lesser amount than the amount required to be paid shall be deemed to be other than on account of the correct payment.

11.2 Procedure for Notice. Any notice permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (and thus also be deemed to have been received by the addressee thereof) on the day of hand delivery, one (1) business day after being sent by facsimile with electronic verification of receipt being received by the sending Party (with an identical copy of any telefaxed materials being sent as well by first class mail) or overnight delivery service (with notification of delivery) or three (3) business days after being placed in the United States mail for delivery within the United States by certified or registered mail, postage prepaid, returned receipt requested addressed to the recipient at the address set forth on the signature page to this Agreement, unless that Party shall have given written notice of change of address to the sending Party.

11.3 Severability; Binding Upon Assigns; Further Assurances. If any provision or provisions of this Agreement shall for any reason be declared invalid or ineffectual by any court or agency of competent jurisdiction, the other provisions hereof shall nonetheless remain valid and shall continue in full force and effect. If it shall be impossible to continue such other provisions of this Agreement in full force and effect after the excision of the provision or provisions so declared invalid or ineffectual, then CFA and Licensee each undertake and agree that they will, upon demand of CFA, make, execute, acknowledge and deliver any and all instruments which CFA deems necessary or appropriate to accomplish lawfully such continuance. It is the intention of the Parties that this provision may be enforced in equity in addition to and not to the exclusion of any other remedies which may be available to the Parties to this Agreement. This Agreement shall be binding upon, and its benefits shall inure to, Licensee and its successors and assigns (subject to the provisions of Section 9) and to CFA and its successors and assigns. From time to time during the License Term, Licensee, upon receipt of the written request of CFA, agrees to execute such other documents or instruments as CFA may reasonably deem necessary or appropriate to carry out and complete the terms hereof.

11.4 Headings, Addenda, Exhibits. The captions and headings of the Sections or other subsections of this Agreement are inserted for convenience and reference only and shall have no effect on the meaning of the Agreement. References to Sections, Addenda and

Exhibits refer to sections, addenda and exhibits of this Agreement. All Addenda and Exhibits and other attachments to this Agreement are hereby incorporated by reference into this Agreement.

11.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument.

11.6 Personal Pronouns; Plurals. Each personal pronoun used herein, whether masculine, feminine or neuter, shall include the other gender or genders as the context requires or permits. Each plural or singular verb shall include the other number as the context requires or permits.

11.7 Continued Effectiveness of This Agreement. Except for provisions relating only to the License granted to Licensee under Section 2, this Agreement shall remain effective until neither Party has any further obligation to the other Party under this Agreement. The Parties acknowledge that a number of their obligations (for example, Licensee's obligations under Sections 7, 8 and 10) extend beyond the expiration or termination of the License Term.

11.8 Conflicts. This Agreement shall control in the event of any conflict between this Agreement and any other agreements Licensee may make with respect to the Units.

11.9 Entire Agreement; Modification. This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. No other representations have induced Licensee to sign this Agreement except that Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either Party and none shall have any force or effect with reference to this Agreement. No officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

11.10 U.S. Executive Order Representation. Licensee represents and warrants that it has not been designated as a suspected terrorist under U.S. Executive Order 13224.

11.11 Miscellaneous. Words of inclusion used in this Agreement (such as "including") shall not be deemed to be words of limitation, such that any items or things listed as "included" in another class of items or things shall not be construed as excluding other items or things not expressly mentioned. Both Parties

acknowledge and agree that they have actively participated in the negotiation and drafting of this Agreement. Licensee agrees to promptly execute amendments to any Addenda, from time to time during the License Term, to reflect changes in the information set forth on the Addenda as of the Effective Date.

EXHIBIT 1

CONFIDENTIALITY AGREEMENT
SELF-OP AGREEMENT

**This form of Agreement must be signed by Licensee personnel working as
a manager or supervisor in a Unit**

CHICK-FIL-A, INC.

[LICENSEE]

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

EFFECTIVE DATE OF THIS AGREEMENT: _____

Chick-fil-A and its licensed operators have developed a variety of policies and procedures that are designed to ensure that all Chick-fil-A products and the manner in which they are presented and sold, regardless of sales location, conform to the same high standards that have given Chick-fil-A its reputation for first class products and service. Therefore, in return for the right to manage, supervise, operate or work in a Chick-fil-A Unit, you agree as follows:

1. You agree to comply with all Chick-fil-A policies and procedures contained in the Chick-fil-A operations manual, training guide and orientation notebook (if provided to you) and any other statements of policy or procedure furnished by Chick-fil-A.
2. You agree to treat the following materials and information as confidential "trade-secret" information of Chick-fil-A and you will not use these materials or this information except in conjunction with the sale of Chick-fil-A products and you will not publish or disclose any of these materials or this information to any person or entity except as authorized by Chick-fil-A in writing to do so: the contents of the operations, training and orientation manuals; any Chick-fil-A product preparation, presentation methods, procedures or recipes; any data relating to sales of Chick-fil-A products and any other financial data or plans; any lists of suppliers or customers of Chick-fil-A; any business or product plans or projections. If, under applicable law, your obligations in this paragraph 2 must be limited to a specified period of time with respect to any of the above materials or information, that period of time shall be the term of time during which you are authorized to operate or work in conjunction with a Chick-fil-A unit plus the three (3) years following the term.

SIGNATURES OF LICENSEE PERSONNEL (IF REQUIRED TO SIGN), INDICATING STARTING DATE AND ENDING DATE OF WORK IN CHICK-FIL-A UNIT:

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

(attach additional sheets for additional personnel signatures)

EXHIBIT 2

SITE DESCRIPTION FORM

EXHIBIT 2

Site Description Form

** The Parties agree that they will maintain a Site Description Form for each Site (whether an Initial Site or an Additional Site). The Parties agree that they will attach to this Exhibit 2 Site Description Forms for all Sites. References to "Exhibit 2" in the License Agreement will be deemed to include all such Site Description Forms.*

1. Location name, address and telephone
number of Site: _____

6. Days of Operation: _____

2. Contractor/Licensee: _____

7. Hours of Operation: _____

3. Description of Retail Area(s) at Site: _____

8. Attach School Calendar (if Site is at a school)

4. Other regional or national brands sold at
proposed Site: _____

5. Menu selection (check one or more boxes,
as applicable):

a. Unit Core Menu:

- ___ Chick-fil-A® Chicken Sandwich;
- ___ Chick-fil-A® Grilled Chicken Sandwich;
- ___ Chick-fil-A® Grilled Market Salad;
- ___ Chick-fil-A® Nuggets;
- ___ Chick-fil-A Waffle Potato Fries®;
- ___ Chick-fil-A® Lemonade.

deleted items

additional items

LICENSEE APPROVAL:

By _____

Name _____

Title _____

CHICK-FIL-A, INC. APPROVAL:

By _____

Name _____

Title _____

Date _____

ADDENDUM A

CFA Trademarks, Service Marks and Tradenames

The following trademarks, service marks, trade names, logo types and other commercial symbols are presently registered on the principal register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date*
C logo	4,213,524	09/25/2012
C logo	2,298,157	12/07/1999
C (Stylized) (Red)	2,341,163	04/11/2000
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Any Occasion. Anywhere. (and design)	3,116,739	07/18/2006
Chick-fil-A Chick-N-Strips	1,958,706	02/27/1996
Chick-fil-A Kid's Meal Growing Kids Inside and Out (and design)	2,424,075	01/23/2001
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin (and design)	2,538,070	02/12/2002
First 100	3,906,613	01/18/2011
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Icedream	1,273,752	04/10/1984
Kneeling Cow Design	2,468,762	07/17/2001
Standing Cow Design	2,463,183	06/26/2001
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

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

ADDENDUM B

CORE MENU FOR LICENSED UNITS

Chick-fil-A® Chicken Sandwich
Chick-fil-A® Chicken Sandwich Deluxe
Chick-fil-A® Nuggets
Chick-fil-A® Grilled Chicken Sandwich
Chick-fil-A Waffle Potato Fries®
Chick-fil-A® Grilled Market Salad
Chick-fil-A® Lemonade

ADDENDUM C

LICENSE FEES

1. **License Fees.** In return for the rights and the License granted under this Agreement, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to ten percent (10%) of Gross Receipts collected during Licensee's four week accounting period ("Accounting Period"), payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, with respect to each Unit located at or within an airport facility, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to seven percent (7%) of Gross Receipts collected during Licensee's Accounting Period, payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. The foregoing sentence shall apply only to Units located at or within an airport facility and to no other Units under this Agreement.
2. **Training Fees.** The tuition charge for the attendance of additional employees at a CFA training program, as contemplated in Section 5.1 of this Agreement, is \$500 per additional employee, payable to CFA at least ten (10) days prior to the first day of the training program attended by such additional employee.
3. **Cost Reimbursements for Drawings.** If CFA provides Drawings pursuant to Section 6.7 of this Agreement, Licensee shall pay CFA the reimbursement costs of preparing such Drawings, which amount shall be determined by CFA upon completion of the Drawings.

ADDENDUM D

CHICK-FIL-A LICENSING PROGRAM SALES REPORTING PROCEDURES

The following forms and procedures are to be used by Licensee of Chick-fil-A locations.

At the close of each monthly reporting period, Licensee will have completed two forms which are to accompany the license fee check for reporting period.

Daily Product Sales Report

- This report should be completed on a daily basis. The date and day of the week should be entered at top of report. Weekly totals should be accumulated and transferred to the Weekly Product Sales Report.

Weekly Product Sales Report

- This report should be completed on a weekly basis. All information should have been accumulated and transferred from the totals of the Daily Product Sales Report. At the close of Licensee's reporting period, totals should be accumulated. Determine Chick-fil-A's license fee amount due at end of report.

The Weekly Product Sales Report, the related Daily Product Sales Reports, and the license fee check are due by the 25th of each month. Reports and license fee checks should be mailed to:

ATTN: _____
Corporate Accounting
Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, GA 30349-2998

An additional report, Calendar Month Sales Summary Report, should be accumulated on a daily basis and mailed directly to Chick-fil-A, Inc. at the above address on the first business day following the end of each calendar month. This report should be received by the 10th of the month. You may FAX it to 404-765-8940.

CHICK-FIL-A LICENSEE at _____
CALENDAR MONTH SALES SUMMARY REPORT
for the month ended _____

DATE	SALES
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

Note: This form is required monthly and should be sent to Chick-fil-A, Inc. no later than 5 business days following the calendar month end. Questions should be directed to the attention of: _____.

Please remit this report directly to:

Chick-fil-A, Inc.

5200 Buffington Rd.

Atlanta, GA 30349

or Fax to 404-765-8940

ATTN: _____

CHICK-FIL-A LICENSEE AT _____
Daily Product Sales Report
for the week ended _____

	Date Day 1		Date Day 2		Date Day 3		Date Day 4		Date Day 5		Date Day 6		Weekly Total	
Product	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$
Chick-fil-A Sandwich														
Chargrilled Sandwich														
12pc Nuggets														
8pc Nuggets														
6pc Chick-n-Strips														
4pc Chick-n-Strips														
Chick-fil-A Biscuit														
Waffle Fries – sm														
Waffle Fries – md														
Lemonade - 14oz.														
Lemonade - 20oz.														
Lemonade - 32oz.														
Lettuce/Tomato Cup														
Cole Slaw														
TOTALS														

This form should accompany license fee payment, which should be remitted to:

Questions should be directed to _____ (404) 765-____.

Chick-fil-A, Inc.

Attn: _____
5200 Buffington Road
Atlanta, GA 30349-2998

CHICK-FIL-A LICENSEE AT _____
Weekly Product Sales Report
for the reporting period beginning _____ to _____

	Week Week 1	Ended	Week Week 2	Ended	Week Week 3	Ended	Week Week 4	Ended	Week Week 5	Ended	Reporting Totals Period		
Product	Qty Sold	Sales \$	Qty Sold	Sales %	Qty Sold	Sales \$	Qty Sold	Sales \$	Qty Sold	Sales \$	(A) Qty Sold	(B) Sales \$	(B)(A) Avg. Sales Price
Chick-fil-A Sandwich													
Chargrilled Sandwich													
Grilled Market Salad													
12pc Nuggets													
8pc Nuggets													
6pc Chick-n-Strips													
4pc Chick-n-Strips													
Chick-fil-A Biscuit													
Waffle Fries - sm													
Waffle Fries - md													
Lemonade - 14oz													
Lemonade - 20 oz													
Lemonade - 32 oz													
Lettuce/Tomato Cup													
Cole Slaw													
TOTALS													

This form should accompany license fee payment.

Non-Airport License Fee Rate:

10%

Airport License Fee Rate:

7%

Chick-fil-A LICENSE FEE DUE _____

Questions should be directed to _____ (404) 765-____.

EXHIBIT “B-2”

LICENSE AGREEMENT (FOOD SERVICE PROVIDERS)

CHICK-FIL-A, INC./[LICENSEE]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by **CHICK-FIL-A, INC.**, a Georgia corporation ("CFA" or "Chick-fil-A"), and _____, a _____ corporation ("Licensee"). The effective date of this Agreement (the "Effective Date") is the date set forth below. In consideration of the rights and benefits they each receive under this Agreement and other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound by this Agreement, CFA and Licensee (collectively, the "Parties," individually a "Party") have fully reviewed and agree to all of the terms and conditions of this Agreement.

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

By: _____
Erwin C. Reid
Vice President

Witness

Attest: _____
Assistant Secretary

(CORPORATE SEAL)

LICENSEE

Telephone: (____) _____

Fax: (____) _____

By: _____

Witness

Date: _____

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT ALSO CONTAINS SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH ARE NOT NUMBERED.

TERMS AND CONDITIONS

BACKGROUND

A. CFA originated and owns the rights to a distinctive system (defined below as the “CFA System”) for marketing, preparing and selling certain chicken and other food products (defined in Section 1.1 (k) below as the “Products”).

B. Licensee would like to license from CFA the right to use the CFA System to sell, directly or through Third Party Operators (as defined in Section 2.6), certain of the Products from kiosks, mobile carts, custom facades, counter areas or other retail facilities.

C. CFA is willing to grant Licensee such a license subject to Licensee’s full compliance with the terms and conditions of this Agreement, including Licensee’s willingness to exercise its license rights in complete conformity with the Chick-fil-A Culture (as defined in Section 6.1).

SECTION 1--DEFINITIONS

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

- (a) **“Additional Site”** means any additional Site where CFA and Licensee agree, after the Effective Date, for Licensee to establish and operate Units.
- (b) **“Authorized Products”** means those Products that Licensee is licensed (or in the future may be licensed) by CFA to sell from a particular Unit.
- (c) **“CFA”** and **“Chick-fil-A”** are defined in the preamble; “CFA” and “Chick-fil-A” also include any assignees, designees or successors or assigns of Chick-fil-A, Inc.
- (d) **“CFA System”** means CFA’s proprietary system for marketing, preparing and selling the Products, as CFA may further develop from time to time. The CFA System includes, among other things, Chick-fil-A’s: food preparation recipes; food presentation methods; food service techniques, such as quick service operation; signs, menus and advertising materials; sales facility and equipment designs, specifications and layout; the Chick-fil-A Culture; and certain Intellectual Property owned by CFA’s affiliate, CFA Properties, Inc. (“CFA Properties”).
- (e) **“Confidential Information”** means valuable and proprietary confidential business information or data of or about a Party or CFA Properties other than “Trade Secrets” (as defined in Section 1.1(o) below). “Confidential Information” of CFA also includes any items specifically designated as a Trade Secret of CFA in Section 7.2 that are

ultimately determined under applicable law not to constitute a “trade secret” but that otherwise meet the definition of Confidential Information. **LICENSEE ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL INFORMATION OF CFA.**

- (f) **“Gross Receipts”** for any period for a particular Unit means Licensee’s entire gross receipts as determined according to generally accepted accounting principles (excluding only sales taxes or value added taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales of Products, goods, wares and merchandise and from all services performed at, from or in connection with or through the Unit during such period, whether for cash, check or on a charge, credit, time basis or otherwise, including (a) sales originating from orders accepted by Licensee at or away from the Unit, or placed by telephone, fax or other similar means received or filled at the Unit and (b) any assumed gross revenues of Licensee for purposes of any loss of profits insurance claim. “Gross Receipts” shall not include (i) any refunds to customers previously included in Gross Receipts, and (ii) meals given at any Retail Area to employees of Licensee that work in a Unit at the Retail Area incident to their employment.
- (g) **“Ingredients”** means every ingredient, mix, spice, cooking aid, wrapping, food container and all other items necessary or optional for preparing the Products for sale.
- (h) **“Initial Sites”** means the Site(s) existing as of the Effective Date.
- (i) **“Intellectual Property”** means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Proprietary Marks (as defined in Section 1.1(1)), and other registered and unregistered trademarks and service marks, trademark and service marks registrations and applications, moral rights, and any other rights to any form or medium of expression, (iii) Trade Secrets (as defined in Section 1.1(o)), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents, patent registrations and patent applications, (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, Trade Secret, confidentiality or other similar laws of any State and the United States, and (vi) any other similar rights or interests, recognized by applicable law.
- (j) **“Manual”** means collectively the operations, training and orientation manuals prepared by or on behalf of CFA that CFA will provide to Licensee as a guide for operating the Units and all other written, electronic, audiotaped or videotaped materials prepared by or on behalf of CFA for the same or a related purpose and delivered or made

available to Licensee pursuant to Section 6.5, plus any amendments or additions thereto and any and all non-English language versions thereof (whether prepared by or on behalf of CFA or Licensee).

- (k) **“Products”** means all present and future items of food and drink and all non-food inventory intended by CFA to be sold to or used by Chick-fil-A customers generally, including the Authorized Products.
- (l) **“Proprietary Marks”** means collectively currently existing and future service marks, trademarks, trade names, trade dress (including product package designs), symbols, slogans, emblems, logos, insignias, external and internal building designs and architectural features, and combinations of the foregoing, which CFA Properties has licensed to CFA for its own use and to sublicense others to use with the CFA System, including those service marks, trademarks and trade names listed on Addendum A.
- (m) **“Site”** means the building or facility in which the Unit is located. The “Site” of a Unit not located in a building or facility shall be deemed to be the physical location of the Unit.
- (n) **“Retail Area”** means the retail area or food court located at or within a Site.
- (o) **“Trade Secrets”** means information or data of or about a Party or CFA Properties (including, but not limited to, confidential business information, technical or non-technical data, formulas, recipes, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of “trade secret” inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.
- (p) **“Unit”** means each Chick-fil-A facility, kiosk, mobile cart, custom facade, counter area or other retail facility from which Licensee is licensed to sell Products pursuant to this Agreement.

SECTION 2--GRANT AND TERM OF LICENSE

2.1 **License.** Subject to the terms and conditions of this Agreement, CFA grants to Licensee, and Licensee accepts, a non-transferable, non-exclusive license (the “License”) during the License Term (as defined in Section 2.5), directly or through “Third Party Operators” as provided in Section 2.6, to: (a) establish and operate a Unit at each Site approved by CFA and licensed to Licensee by CFA, including the Initial Sites

and any Additional Sites that may be approved by CFA pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement; (b) sell the Authorized Products from the Units; (c) use the Proprietary Marks and the CFA System solely for the sale of the Authorized Products from the Units, and (d) advertise the Units to the public, consistent with CFA advertising policies. Licensee and CFA shall complete CFA’s then current version of its “Site Description Form” in the form of Exhibit 2 hereto for each Site from which Licensee is authorized to operate a Unit. These completed Site Description Forms shall be maintained by CFA and their contents are deemed incorporated by reference into this Agreement.

2.2 **Menus.** The core menu for licensed units is set forth on Addendum B. The core menu applicable to each Unit, which may be modified, amended or otherwise supplemented by the Parties from time to time pursuant to mutual agreement, is set forth on the Site Description Form for the Site from which Licensee is authorized to operate such Unit.

2.3 **License Not Exclusive.** Licensee acknowledges that the rights licensed and granted to it in this Agreement are not exclusive. CFA reserves the right to operate or to grant parties other than Licensee the right to operate Units or other Chick-fil-A restaurants at any location. CFA also reserves the right to use the Proprietary Marks in connection with, or to operate directly or to license the operation of, any business other than Units at any location. Notwithstanding the foregoing, during the License Term (as defined in Section 2.5), CFA shall not operate or grant other parties the right to operate Units or other Chick-fil-A restaurants from any Site where Licensee operates a Unit.

2.4 **Limitation of License Rights.** Except as is otherwise permitted under this Agreement (including Section 2.6), the License and rights granted Licensee in this Agreement are for the sole benefit of Licensee and Licensee shall not grant any third party not directly affiliated with Licensee the right to use the Proprietary Marks or the CFA System to sell any products or services from any location. CFA reserves to itself all other rights not granted expressly to Licensee under this Agreement.

2.5 **License Term.** The initial term of the License granted Licensee pursuant to this Section 2 (the “License Term”) shall begin on the Effective Date and shall end on the date that is ____ () years after the Effective Date (the “Initial Termination Date”), subject to its earlier termination pursuant to Section 8. Licensee acknowledges and agrees that: (1) Licensee, under this Agreement, has no right either to extend or renew the License Term or to be offered or granted a new license agreement by CFA upon the Initial Termination Date; and (2) CFA is under no obligation under this Agreement either to extend or renew the License Term or to offer or grant a new license agreement to Licensee upon the Initial Termination Date. Any decision by CFA to offer Licensee the opportunity to enter into a new license agreement regarding the License granted in this Section 2 for a period of time beyond the Initial Termination Date: (1) shall be made in the exercise of CFA’s sole and exclusive business judgment

(which may include, without limitation, its assessment of Licensee's performance under and adherence to the terms of this Agreement, Licensee's ability to continue to operate at the Sites, and the past economic and operational performance of the Units); (2) may be extended or otherwise made in the form of CFA's then-current form of license agreement (which may include new terms, conditions and fees); and (3) is not and shall not be deemed to be a part of this Agreement. The License Term shall include any modifications to the initial term of the License agreed to by CFA in writing.

2.6 Third Party Operators. Licensee may enter into a food service or management relationship with third parties ("Third Party Operators") for the Third Party Operators to operate one or more Units if the following conditions are satisfied before the Third Party Operators are given any rights with respect to Chick-fil-A products: (i) the Third Party Operators and all Third Party Operator personnel and all other persons working in a Unit operated by a Third Party Operator ("Third Party Personnel") must have signed a Chick-fil-A "Confidentiality Agreement" in the form of Exhibit 1; and (ii) CFA must have approved the Third Party Operator arrangement in writing.

- (a) **Administrative Matters.** CFA will supply Licensee with a supply of Confidentiality Agreement forms, pre-signed by CFA. Licensee shall maintain all signed Confidentiality Agreements in an organized and secure manner. Licensee shall provide CFA with original executed copies of each Confidentiality Agreement upon request of CFA. At the end of each calendar year during the License Term, Licensee shall provide CFA with a list of all parties who have signed (or are required to sign under this Section 2.6) a Confidentiality Agreement.
- (b) **Rationale for Section 2.6 Requirements.** The Parties acknowledge that the requirements set forth in this Section 2.6 are designed to ensure that every party involved in the operation of a Unit or the sale of Products as a result of this Agreement are legally bound to CFA to abide by all applicable Chick-fil-A policies and procedures. Licensee accepts responsibility for ensuring that all such parties including Third Party Operators and all persons working in Units operated by the Third Party Operators abide by all such policies and procedures (including but not limited to those set forth in the Confidentiality Agreement and the Manual). Licensee shall, in appropriate cases, take legal action (or cooperate with CFA in any legal action taken by CFA) to enforce compliance with or address breaches or threatened breaches of any such policies and procedures.

SECTION 3--SITES

3.1 Additional Sites. If during the License Term Licensee determines that it would (itself or through Third Party Operators) like to operate Units at Additional Sites, it shall notify CFA promptly of each such proposed Additional Site and shall convey to CFA all information about the proposed Additional Site requested by CFA. CFA is under no obligation to offer Licensee the opportunity to operate Units at Additional Sites, and CFA reserves the right under Section 3 hereof not to offer Licensee the opportunity to operate Units at Additional Sites. CFA shall have the option to reject or tentatively accept

the proposed Additional Site, pending CFA's completion of a site visit and any further investigative activities it deems necessary or appropriate. Licensee shall arrange for CFA to have access to each proposed Additional Site so that CFA can conduct an assessment of the Site. After CFA has completed the site visit, Licensee shall complete a Site Description Form for the proposed Additional Site and submit it to CFA for final approval. CFA shall have ten (10) business days from the date it receives the completed Site Description Form to approve or reject the proposed Additional Site. CFA may reject Licensee's proposal for Additional Sites if CFA determines, in its sole and exclusive business judgment, that: (i) the proposed Additional Sites are unsuitable for operating Units; (ii) the proposed Additional Sites reflect inappropriately on CFA or the CFA System; or (iii) the lease, facility, use, occupancy or ownership arrangements with respect to the proposed Additional Sites do not comply with the requirements of Section 6.8. As a condition to CFA's approval of each Additional Site, CFA may require, in its sole and exclusive business judgment, that: (i) Licensee execute a new, separate then-current form of License Agreement for each such Additional Site; and (ii) Licensee pay an initial license fee for each such Additional Site, if CFA generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

3.2 Responsibility. Notwithstanding Section 3.1, Licensee has the sole responsibility for the selection of any Sites and the location of Units there. Approval by CFA of Sites shall not constitute a representation or warranty by CFA that the Units operated at the Sites will be profitable or safe for customers or employees or other personnel of Licensee or Third Party Operator. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

SECTION 4--FEES

4.1 License Fees and Other Fees. Addendum C sets forth license fees and certain other fees that Licensee shall pay CFA in consideration of the various rights granted to Licensee under this Agreement and the timing and procedures for paying such license fees and other fees. Licensee agrees to pay all such license fees and other fees as and when they are due and in accordance with all CFA policies.

SECTION 5--TRAINING AND ASSISTANCE

5.1 Training. Before Licensee can begin operating a Unit, it must send at least two (2) management-level personnel from the Site, whose duties include management or supervision of Licensee's employees at the Unit, to an initial training program sponsored by CFA and these individuals must complete the program to CFA's satisfaction. CFA shall determine the location, time, content and length of the training program. CFA shall waive a tuition charge for the first two (2) such management-level personnel attending the training program from the Site. Additional personnel may attend the training program if there is space available in the program and Licensee pays the tuition (as set by CFA on Addendum C) for the program. Licensee shall be responsible for the travel, room, living and other expenses, salary, benefits and workers

compensation coverage incurred by personnel attending the training program. Licensee shall ensure that, at all times during the License Term, at least two (2) management-level personnel at a Site whose duties include management or supervision of Licensee's employees at the Unit shall have attended and completed to CFA's satisfaction the training program.

5.2 Additional Assistance. CFA, in its sole and exclusive business judgment, may make available to Licensee, from time to time, such additional advice and assistance as Licensee may reasonably request or CFA may deem necessary, including assistance or advice regarding the operation of the Units, additional training and sales building.

SECTION 6--OPERATION OF THE UNITS

6.1 Corporate Culture. Licensee acknowledges the unique corporate environment, culture, reputation and goodwill, including, for example, the Sunday closing policy, that have evolved as an integral part of the CFA System (the "Chick-fil-A Culture"). Accordingly, Licensee agrees that it shall exercise its rights and License granted to it pursuant to this Agreement in a manner consistent with the reputation and goodwill of Chick-fil-A and the Chick-fil-A Culture.

6.2 Uniformity. Licensee acknowledges that the CFA System is a unique and unified approach to selling the Products and that, subject to Section 10.8(b), adherence to CFA's requirements for operating the Units is necessary to maintain the general uniformity upon which part of the goodwill of CFA and the CFA System depend. Accordingly, subject to Section 10.8(b), Licensee shall conduct the operations of the Units in strict conformity with all of CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement or the Manual, unless CFA has given Licensee its prior written consent to do otherwise. Licensee recognizes and agrees that CFA from time to time may change or modify its standards, specifications, methods, techniques and procedures and agrees to accept and conform to all such changes or modifications (and shall make all reasonable expenditures necessary for such acceptance and conformance) within a reasonable period of time after Licensee's receipt of notice of such changes or modifications.

6.3 Standards of Operation. Licensee shall and, with respect to Units operated by Third Party Operators, Licensee shall ensure that every Third Party Operator shall:

- (a) operate each Unit in a clean, safe and orderly manner, providing courteous, first-class service to the public in accordance with all CFA service standards and initiatives;
- (b) make every reasonable effort to increase the sales and business and maximize the Gross Receipts of each Unit;
- (c) advertise, market, promote and merchandise the business of each Unit by the use of the Proprietary Marks in accordance with Sections 6.6 and 7;
- (d) prevent the operation of any Unit, and refrain from using the Proprietary Marks in advertising or promotion, in such a way as to impair the value or reputation of the Proprietary Marks or the CFA System;
- (e) prevent the use of any Unit for any immoral or illegal purpose or for any other purpose, business activity, use or function that is not expressly authorized by this Agreement or otherwise approved in writing in advance by CFA and, to the extent Licensee controls the operation of the Sites, prevent the use of any Site for any illegal purpose or any purpose inconsistent with the Chick-fil-A Culture;
- (f) stay familiar with and comply with all requirements in the Manual;
- (g) not operate any Unit or otherwise sell the Products from any Unit on Sundays or on Christmas Day;
- (h) hire, train, manage and timely pay a sufficient number of personnel to operate properly the Units, all of which personnel shall be the sole and exclusive responsibility of Licensee, or of Third Party Operators (as applicable);
- (i) maintain at all times a sufficient inventory of Products, Ingredients and supplies to meet customers' demand for the Products sold at each Unit;
- (j) pay on a timely basis (i) for all Products, Ingredients, supplies and other goods and services purchased by Licensee for use in connection with the operation of each Unit, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which Licensee is liable under a federal, state or local government under any law, statute, ordinance or regulation, and (iii) any debt service on any debt incurred to finance the operation of any Unit;
- (k) comply with all supra-national, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the Sites and the Units, including without limitation health, sanitation, fire, safety and environmental laws, statutes, ordinances and regulations;
- (l) timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for Licensee to prepare or operate the Sites and the Units in compliance with all laws, statutes, ordinances and regulations and other provisions of this Agreement;
- (m) not operate any Site or any Unit in a manner that presents a health or safety hazard to its customers or creates an environmental hazard;
- (n) refrain from performing any act which could be reasonably likely to damage or cause harm to the reputation, goodwill or credit of any Unit, the Proprietary Marks, the CFA System, CFA or the Chick-fil-A Culture;

- (o) sell all Products in a manner which is not detrimental to CFA's reputation or the positioning of the Products in the market;
- (p) require all employees working in Chick-fil-A Units to wear only the approved Chick-fil-A uniform attire, and shall not permit any employee to wear the Chick-fil-A uniform attire in any non-Chick-fil-A operation; ~~and~~
- (q) to the extent permitted by applicable law, comply with all restrictions on maximum prices of Products as required by CFA in writing from time to time during the License Term; and
- (r) comply at all times with all applicable current and future laws relating to data privacy, personal data and data protection, as well as the then most current Payment Card Industry Data Security Standard ("PCI-DSS") requirements, for safeguarding each Unit's customer data, and use best efforts at and otherwise in connection with the operation of each Unit to maintain data security and protect each Unit against identity theft and theft or misuse of personal information and customer data.

6.4 Confidentiality Agreement. In order to give CFA appropriate protection for its Confidential Information and Trade Secrets, Licensee shall require its managers and supervisors involved in the Units to sign a Confidentiality Agreement in substantially the form of Exhibit 1.

6.5 Operations Manual. CFA shall provide electronically and lend a copy of the Manual to Licensee for each Site during the License Term, which copy Licensee shall ensure is kept on the premises of the Sites in a secure location. Licensee shall notify CFA immediately if the Manual is lost or destroyed, and CFA shall send a replacement Manual to Licensee. Licensee shall pay CFA a fee of five hundred dollars (\$500) for each replacement Manual. The Manual, including all new, updated and superseded pages, shall at all times remain the property of CFA. Licensee shall return the Manual to CFA within three (3) business days of the expiration or any termination of the License Term. CFA may amend and update the Manual as it deems necessary or appropriate and send new pages or completely revised manuals to Licensee, at no cost to Licensee. Licensee agrees to insert immediately all new pages in their proper places and to remove the superseded pages at the same time and return the superseded pages and/or replaced manuals to CFA within three (3) business days of the receipt by Licensee of the new pages or revised manuals. The Manual is intended to further the purposes of this Agreement and is hereby incorporated by reference into this Agreement. In addition, any changes in the Manual made by CFA during the License Term shall be incorporated into this Agreement automatically and shall be binding on Licensee as of the date updated provisions are deemed received by Licensee pursuant to the notice provisions of Section 11.2. In the event of a conflict between the Manual and this Agreement, this Agreement shall prevail.

6.6 Consumer Awareness. Licensee shall at all times during the term of this Agreement, at its own cost, use diligent efforts

to advance the reputation of CFA and the Products and to enhance consumer awareness of the Products and the Proprietary Marks. Licensee shall use only advertising and promotional materials, programs and techniques that are consistent with the Chick-fil-A Culture and that comply with any CFA advertising guidelines that may be disseminated from time to time.

6.7 Preparation and Modification of the Units. Licensee shall purchase, lease, maintain and replace all equipment and signage for the Units necessary in order to comply with CFA's then-current standards at Licensee's own cost and directly from an approved supplier in accordance with this Section 6.7. Licensee shall be responsible for all installation and space conversion and shall bear the cost of all required smallwares. CFA may supply all necessary working drawings or plans for construction, remodeling or renovation of the Sites (the "Drawings") required to prepare the Units for operation, and Licensee hereby agrees to reimburse CFA for the cost of preparing the Drawings, as set forth on Addendum C, within forty-five (45) days of receipt of the Drawings from CFA. In the event that CFA decides not to supply the Drawings, Licensee shall be responsible for all such Drawings and shall submit the Drawings to CFA prior to their use. Unless within twenty (20) business days of receipt of the Drawings from Licensee (verified by post office returned receipt or overnight delivery service notification of delivery (signature required)) CFA notifies Licensee of CFA's disapproval of such Drawings, the Drawings will be deemed to have been approved by CFA. Licensee shall build, renovate or remodel the Sites, as the case may be, only in accordance with such plans as they are supplied, or approved, by CFA. To the extent any Unit has been operated by Licensee prior to the date of this Agreement pursuant to a license with CFA, or this Agreement is renewed or extended by operation of law beyond the Initial Termination Date, Licensee shall refurbish and remodel at CFA's option and direction each such Unit to Chick-fil-A's then-current standards, specifications, policies and designs for the development and operation of a Chick-fil-A licensed unit in accordance with Sections 6.2, 6.7 and 6.8 of this Agreement. As between CFA and Licensee, CFA shall be the sole and exclusive owner of all proprietary elements of the Drawings and the renderings on the Drawings, whether or not they are prepared by or on behalf of CFA, although Licensee shall be entitled to retain a copy of the Drawings (provided that Licensee may not disclose the Drawings to any third parties or use the Drawings for a purpose not in conjunction with CFA). If and to the extent any Drawings are prepared by or on behalf of Licensee, Licensee hereby assigns and agrees to assign or to procure the assignment of all Intellectual Property rights therein, including without limitation copyright and all rights to sue for past infringement, at no cost to CFA. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that is reasonably likely to affect materially the Proprietary Marks.

6.8 Building and Premises Standards. CFA reserves the right to require Licensee to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of the Units from suppliers approved in advance by CFA. With respect to the Initial Sites, CFA may

exercise such right by delivering written notice to Licensee promptly upon the execution of this Agreement by CFA; with respect to Additional Sites, CFA may exercise such right by delivering written notice to Licensee promptly after approval of the Additional Sites as indicated on the Site Description Form for such Additional Site. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.9 Standards for Products and Supplies.

- (a) Licensee shall sell in a Unit only the Authorized Products for that Unit. Licensee shall at all times during the License Term offer for sale at each Unit all Products on the Unit Core Menu approved by CFA for that Unit. Licensee shall not under any circumstances sell any other products or conduct any other business in or from the Units or sell the Products from any location other than the Units, unless approved in advance in writing by CFA.
- (b) In preparing Products for sale in the Units, Licensee agrees to use only the ingredients, techniques and procedures designated or approved in advance by CFA. Licensee shall offer such Products only in the proportions, appearance and packaging as may periodically be specified by CFA. Licensee agrees that all Products offered for sale in the Units shall conform to CFA's standards and specifications of quality, portion, taste and appearance and agrees to refrain from selling in the Units any Products that fail to meet such standards and specifications.
- (c) Except as CFA may otherwise approve in writing in advance, Licensee shall utilize in the Units only those paper products (e.g. bags, boxes, wrappers, cups, napkins or cartons) or utensils or customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks.
- (d) Except as CFA may otherwise approve in writing in advance, Licensee shall purchase from CFA or suppliers approved in advance by CFA all Products and Ingredients, and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks or that are sold or used in at least twenty-five percent (25%) of the then existing CFA restaurants and other facilities selling any or all of the Products even if such items do not display any of the Proprietary Marks. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.10 Payments to CFA. Licensee acknowledges and agrees that CFA shall have the right to charge and receive payments

such as those set forth in Addendum C for or on account of sales of goods or services to or for the benefit of Licensee as CFA reasonably deems appropriate, including without limitation: (a) from Licensee directly when Licensee purchases such goods or services directly from CFA or its authorized distributor(s); or (b) from any other person or entity in the supply chain when Licensee purchases the goods or services from a supplier. Licensee agrees that such payments may be or contain a profit to CFA. Licensee shall reimburse CFA promptly (and in any event within thirty (30) days of receipt of invoice from CFA) for any expenses incurred by CFA on behalf of or for Licensee, and Licensee shall pay interest to CFA on any amounts not paid within such thirty (30) day period in an amount equal to twelve percent (12%) per annum or the highest amount permitted under law if less than twelve percent (12%) per annum.

6.11 Insurance. Licensee, at its own expense, shall procure before the commencement of operation of any Unit, maintain in full force and effect at all times during the License Term, and not allow to be cancelled, lapsed, suspended or modified, Commercial General liability insurance covering each Unit for liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract. All insurance coverage required by this Section 6.11 shall be maintained under one or more insurance policies containing minimum liability protection of three million dollars (\$3,000,000) per occurrence. All insurance policies required by this Section 6.11 shall be issued by an insurance company licensed and approved by the Insurance Commissioner (or similar official) in the jurisdiction in which the covered Units are located and have a minimum A.M. Best rating and financial size class of A -VII. Licensee must notify CFA prior to canceling or not renewing any coverage. Licensee shall be the principal beneficiary of such Commercial General liability insurance policies but shall designate CFA as an additional insured on all such policies and arrange to show this designation via endorsement and on all certificates of coverage and shall forward the endorsement/certificates of coverage to CFA within thirty (30) calendar days of procuring such insurance but in any event before opening a covered Unit. Licensee shall provide annually an updated certificate of insurance with applicable endorsements within 30 days of their policy renewal. Licensee's insurance obligations in this Section 6.11 shall not be limited in any way because of any insurance that CFA may maintain.

6.12 Reporting Requirements. Licensee shall furnish to CFA reports and documents relating to Licensee's operation of the Units as described on Addendum D. If any information provided pursuant to this Section demonstrates an underpayment of any License Fee, Licensee shall pay any and all sums due together with interest and costs as described in Section 6.13(d). If the information demonstrates an overpayment, it shall be credited to Licensee's account.

6.13 Maintenance of Records, Inspections and Audits.

- (a) Licensee shall maintain detailed written records of Licensee's CFA operations (including, but not limited to, any reports required on Addendum D) and all of its books

and records shall be maintained according to generally accepted accounting principles. Licensee shall preserve these books and records for at least three (3) years after the close of Licensee's fiscal year to which they relate. CFA has the right to determine whether Licensee is complying with the terms and conditions of this Agreement. Accordingly, Licensee shall ensure that CFA or its designated representatives shall have the right at any time during business hours to: (i) enter upon and inspect the building and premises of the Units or offices and inspect and audit any records located or stored there relating to the Units; (ii) inspect, audit and photocopy the business records, bookkeeping and accounting records, operating records, operating reports, correspondence and general business records of the Units, and the other forms and information and supporting records which Licensee is required to submit to CFA hereunder; and (iii) inspect and observe the standards, specifications, methods, techniques and procedures being utilized by Licensee in the operation of the Units. CFA shall give Licensee at least seventy-two (72) hours prior notice before entering the premises or performing any inspections under clause (i) or (ii) above; however, CFA may act without notice under clause (iii) above or if CFA has a reasonable basis to believe that Licensee has materially violated any term of this Agreement. Licensee shall ensure that it, any Third Party Operators and all other relevant parties fully cooperate with CFA or its designated representatives making any such inspection or conducting or supervising any such audit, and shall ensure that CFA or its designated representatives are permitted to take photographs of the building and premises of the Units and to interview customers of and personnel working in the Units.

- (b) In the event that any of the books and records relating to a Unit are located other than at the Site associated with the Unit, Licensee shall ensure that CFA shall have the same rights to enter such other location and inspect and copy such books and records as is provided in Section 6.13(a). In the event that a Unit is located at a Site to which access is restricted or at which the taking of photographs or interview of customers is restricted, or some or all of the books and records relating to a Unit are located at a place to which access is restricted, Licensee shall diligently assist and facilitate CFA in obtaining access to such Sites or place to conduct any inspection or audit of such Units or the records relating thereto. For purposes of the preceding sentence, a Site or place to which "access is restricted" refers to a Site or place access to which is not within the control of Licensee or is otherwise restricted by an unrelated third party.
- (c) Following any inspection, examination or audit of a Unit, CFA may prepare a list of deficiencies in Licensee's (or a Third Party Operator's) operation of the Unit and deliver the list to Licensee. Licensee must thereafter use diligent efforts to correct such deficiencies, including taking such actions as CFA may reasonably direct Licensee to take, in order to bring itself and the operation of the Unit into full compliance with this Agreement. Licensee must be in full compliance with every provision of this Agreement within

thirty (30) calendar days following delivery of such list of deficiencies by CFA to Licensee.

- (d) If any inspection reveals that Gross Receipts reported are less than the actual Gross Receipts ascertained by such inspection, Licensee shall immediately pay CFA the additional amount of License Fee and other fees owed to CFA by reason of such understatement, together with interest of twelve percent (12%) per annum or the highest rate permitted by law if less than twelve percent (12%) per annum. If any report or statement prepared by Licensee understates Gross Receipts by more than five percent (5%) of the actual Gross Receipts, Licensee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse CFA for any and all expenses incurred in connection with ascertaining the understatement, including, but not limited to, reasonable accounting and legal fees. Such payment shall be without prejudice to any other rights or remedies CFA may have under this Agreement or under law or at equity. If any such inspection, examination or audit discloses an overpayment of License Fees, the amount overpaid shall be credited to Licensee's account.

SECTION 7--PROPRIETARY RIGHTS

7.1 Ownership of Rights. CFA Properties has granted CFA a license to use and to sublicense others to use the Proprietary Marks and other Intellectual Property owned by CFA Properties, including, but not limited to, in the manner contemplated by this Agreement. Licensee agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Proprietary Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or CFA, as applicable, or their respective successors in interest, as owner or licensee, as applicable. The Parties acknowledge that CFA Properties owns and shall retain all ownership of Intellectual Property associated with the Proprietary Marks and the CFA System. To the extent Licensee has or later obtains any Intellectual Property rights in the Proprietary Marks or the CFA System, by operation of law or otherwise, Licensee hereby agrees to assign all such rights exclusively to CFA Properties or, at CFA's election, CFA's designee, and agrees to take any further action requested by CFA to effectuate such an assignment.

7.2 Non-Disclosure Covenant. Each Party acknowledges that it may be exposed to certain Confidential Information and Trade Secrets of the other Party during the License Term, and that its unauthorized use, publication or disclosure of such information or data could cause immediate and irreparable harm to such other Party. Accordingly, except to the extent that it is necessary to use such information or data to perform its express obligations under this Agreement, neither Party shall (and each Party shall take diligent measures to ensure that none of its employees, other personnel, agents or advisors, or in the case of Licensee, any Third Party Operator or any Third Party Personnel, shall), without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or

modify for use, directly or indirectly in any way for any person or entity: (a) any of the other Party's Confidential Information during the License Term and for a period of two (2) years after the termination of the License Term; or (b) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after termination of the License Term). The Parties acknowledge and agree that CFA's Trade Secrets include, but are not limited to: Product formulations, recipes and Ingredients; Product marketing and promotional techniques and plans; financial data and plans; lists of actual and prospective Chick-fil-A licensees, franchised operators, and suppliers; and any components of the CFA System that fall within the definition of "Trade Secret." **THE PARTIES ACKNOWLEDGE AND AGREE THAT CFA'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A "TRADE SECRET" OF CFA); AND ANY COMPONENT OF THE CFA SYSTEM THAT DOES NOT CONSTITUTE A "TRADE SECRET" BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."**

7.3 Limitations on Competition.

- (a) Licensee acknowledges and agrees that, given CFA's substantial investment in the CFA System and given Licensee's and each Third Party Operator's substantial access to CFA's Confidential Information and Trade Secrets, it is reasonable for Licensee and each Third Party Operator to agree to refrain from certain competitive activities during and for a reasonable time after the License Term.
- (b) Without CFA's prior written permission, Licensee shall not, and shall ensure that each Third Party Operator shall not, during the period of time that it is operating a Unit, anywhere within the Site associated with the Unit, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products offered for sale at the Unit pursuant to the CFA System.
- (c) Without CFA's prior written permission, for twelve (12) months after Licensee ceases operating or having the right to operate a Unit (such a Unit being referred to as a "Closed Unit"), Licensee shall not, and shall ensure that each Third Party Operator shall not, from the space where the Closed Unit was located, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products previously offered for sale at the Closed Unit pursuant to the CFA System.

- (d) If Licensee violates any covenant in this Section 7.3, it shall be presumed that Licensee has used Confidential Information and Trade Secrets of CFA in violation of Section 7.2.

- (e) ~~(e)~~ — If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 7 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 7 shall be deemed to be modified to the extent or in the manner as is necessary in order for those provisions to be valid and enforceable to the greatest extent possible.

7.4 Use of Proprietary Marks.

- (a) Licensee acknowledges that the Proprietary Marks are valid and are the exclusive and valuable property of CFA Properties; that CFA has the right to use, and to sublicense others to use, the Proprietary Marks; and that only duly authorized licensees have the right to use the Proprietary Marks. Licensee further acknowledges that any use by Licensee of the Proprietary Marks pursuant to this Agreement is solely in its role as a licensee of CFA. Licensee shall not use the Proprietary Marks in any manner, either directly or through any other person or entity, other than as necessary to operate the Units. Licensee shall not use any other trademark or service mark (including without limitation any non-English language version) in conjunction with any of the Proprietary Marks without the prior written consent of CFA, nor shall Licensee use or allow the use of any other trademark or service mark in connection with the Units. Licensee further covenants that it will not contest or aid in the contest of the validity of, or ownership of, or CFA's right to use and to license others to use, the Proprietary Marks, nor take or knowingly permit any other action which will or could in any way prejudice or harm any or all of the Proprietary Marks or CFA Properties' ownership thereof, or CFA's right to use and to license others to use the Proprietary Marks. Licensee expressly agrees that it will not adopt or use, or aid a third party in adopting or using, any trademark or service mark that is similar to, imitative of or likely to be confused with any of the Proprietary Marks. Licensee also covenants that it will affix such symbols as "TM", SM, "®", or the equivalent, next to or in conjunction with all of its uses of the Proprietary Marks, as appropriate or necessary, or as directed by CFA, in order to protect all of CFA's rights therein. Any and all goodwill arising out of Licensee's use of any or all of the Proprietary Marks shall inure to the benefit of CFA Properties and shall be and remain the exclusive property of CFA Properties. Where required by CFA, Licensee shall be recorded as a registered user or licensee with the trademarks registry or other appropriate authority in respect of one or more of the Proprietary Marks for any or all of the relevant goods or services or Licensee shall cause other filings to be made having a goal similar to the foregoing, and Licensee shall sign all documents and do all acts to assist CFA for any or all such purposes.
- (b) Licensee shall always use the Proprietary Marks in accordance with applicable standards and specifications set by CFA. Licensee acknowledges and agrees that CFA shall have the right to review, and approve or disapprove, in its sole and exclusive business judgment, any and all uses of the Proprietary Marks by Licensee on or in connection with any goods and in all media and in connection with all services (which right will also extend to the quality of such goods and services). Licensee agrees to cease or alter any use of the Proprietary Marks which fails to conform with all applicable standards and specifications set by CFA or which CFA deems in its sole and exclusive business judgment to be otherwise unacceptable.
- (c) Licensee agrees to advise promptly and fully CFA of all knowledge it has or acquires concerning any use of a trade

name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA or its designee retains the exclusive right and authority to protect or defend the Proprietary Marks; provided, however, that CFA or its designee shall not be obligated to defend any or all of the Proprietary Marks and may determine not to defend any or all of them for any reason whatsoever; and provided, further, that CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA.

- (d) If it appears to CFA that protection of one or more of the Proprietary Marks is no longer viable, either commercially or legally, CFA has the right to relinquish such Proprietary Mark and, at its election, to adopt another mark in the relinquished mark's place. In such event, Licensee agrees to cooperate with CFA in changing all signage, literature, supplies and the like to adapt the Units. Licensee shall not use the mark CHICK-FIL-A or any words identical or similar to any Proprietary Mark in its corporate or other name.
- (e) Licensee specifically acknowledges and agrees that it has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Proprietary Marks through the Internet without CFA's prior written approval. Licensee acknowledges and agrees that CFA is under no obligation to grant such consent to Licensee and, as a condition to granting any such consent, CFA shall have the right to establish such requirements as CFA deems appropriate, including, but not limited to, the requirement that Licensee's only presence on the Internet involving, using or otherwise in any association with the Proprietary Marks shall be through a webpage established by CFA on CFA's webpage or Website. As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any webpage or Website proposed or established by Licensee involving, using or otherwise in any association with the Proprietary Marks shall otherwise be deemed to be a use of the Proprietary Marks under this Agreement, and will be subject to, among other things, CFA's approval and then-current policies, procedures, standards and requirements under this Section 7.4, including the subparts above.

7.5 Copyrights. Licensee acknowledges that the Manual is an original work of authorship owned by CFA Properties, which has been published with the appropriate notice of copyright and is accordingly protected by the United States Copyright Law 17 U.S.C. § 101 et seq. and any and all other applicable copyright laws. Licensee shall not alter or modify the Manual without the prior written consent of the copyright owner.

7.6 Acknowledgment. Licensee acknowledges and agrees that its covenants set forth in this Section 7 are reasonable as to time, scope and territory given CFA's need to protect its Trade Secrets and Confidential Information, particularly given the complexity and competitive nature of the food service industry, and that, if Licensee's relationship with CFA under this Agreement ends, Licensee has sufficient resources to find alternative, commensurate business in its respective fields of expertise that would not violate Section 7. Licensee further acknowledges and agrees that the covenants set forth in this Section 7 and the rights and remedies conferred on CFA under this Agreement are essential elements of this Agreement and that without their inclusion, CFA would not have entered into this Agreement.

SECTION 8--TERMINATION OF LICENSE

8.1 Termination by Licensee.

- (a) Any one or more of the following shall be a "Licensee Termination Event": (i) CFA's breach of any one or more of its material covenants in this Agreement; or (ii) the incorrectness or untruth of any one or more of CFA's material representations or warranties in this Agreement.
- (b) Upon the occurrence of a Licensee Termination Event described in Section 8.1(a)(i), Licensee may serve CFA with written notice specifying the nature of the CFA breach, and upon the expiration of thirty (30) calendar days, if CFA shall have failed to cure or correct the CFA breach, then Licensee may terminate the License Term by serving a written notice of termination upon CFA, with such termination to be effective upon receipt by CFA. If the CFA breach is of such a nature that it cannot be completely cured or corrected within the thirty-day period, and if CFA shall have diligently commenced and continued curing or correcting the CFA breach within the thirty-day period, then the thirty-day period shall be extended as long as reasonably necessary for CFA, using its best commercial efforts, to cure or correct completely the CFA breach.
- (c) Upon the occurrence of a Licensee Termination Event described in Sections 8.1(a)(ii), Licensee may terminate the License Term after providing at least ten (10) calendar days' written notice of termination to CFA with such termination to be effective upon the tenth calendar day following receipt by CFA.

8.2 Termination by CFA.

- (a) The occurrence of any one or more of the following events shall be a "CFA Termination Event": (i) Licensee breaches or otherwise fails to comply with any one or more of its material covenants in this Agreement (including, without limitation, any one or more of its duties and obligations under Sections 4, 6 and 7 of this Agreement) or a Third

Party Operator or Third Party Personnel breaches or otherwise fails to comply with any obligation under the Confidentiality Agreement; (ii) any one or more of Licensee's material representations or warranties in this Agreement are untrue; (iii) each of Licensee or any Third Party Operator or any of their respective principals, officers, directors, owners, employees or other Third Party Personnel, agents or contractors (collectively "Licensee Parties") takes any action, or fails to take any action, which action or failure to act, damages, or in the estimation of CFA has damaged or is likely to damage, the goodwill or reputation of CFA or is inconsistent with the Chick-fil-A Culture, the CFA System or the environment or reputation of CFA; (iv) Licensee or a Third Party Operator fails to open a Unit during the hours and days of operation specified by CFA for that Unit or Licensee opens a Unit on Sunday or Christmas Day; (v) Licensee, or any Licensee Party involved, directly or indirectly, with any Unit, is convicted of or pleads nolo contendere to a felony or crime involving moral turpitude or is convicted of or pleads nolo contendere to any other crime or offense that could reasonably be expected to affect adversely the reputation or goodwill of CFA, the Proprietary Marks or the CFA System; (vi) Licensee or any Licensee Party converts or embezzles any funds or property of CFA or third parties or engages in any conduct that is fraudulent, unfair, unethical or a deceptive practice; (vii) Licensee makes a willful material misrepresentation, verbally or in writing, or fails to make a material disclosure, to CFA or any national, federal, state or local governmental authority related to a Unit; (viii) continuance, in whole or in part, of the operation of any Unit or of the License granted to Licensee hereunder, is materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation thereof (collectively a "Law"), or by the actions of any civil or military authority purporting to act thereunder, or by acts of God, war or civil disorders, or by labor union activity; (ix) Licensee submits to CFA on two (2) or more occasions a report which understates Gross Receipts by more than five percent (5%); (x) Licensee files, or consents by answer or otherwise to the filing against it of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation, dissolution or winding-up or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (xi) Licensee makes a general assignment for the benefit of creditors or consents to or is the subject of the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties; (xii) Licensee is adjudicated insolvent or is liquidated, dissolved or wound-up; (xiii) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to Licensee or any substantial part of the properties of Licensee, or an order for relief is entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to Licensee, or ordering the dissolution, winding-up or liquidation of Licensee, or a petition for such relief is filed against Licensee and not dismissed or stayed within sixty (60) calendar days; (xiv)

Licensee's lease, license, facility, use, occupancy arrangements for, or ownership of any Site terminates, or Licensee otherwise loses the ability to operate any Unit at or from any Site; (xv) by virtue of this Agreement or its relationship with Licensee, CFA becomes subject to government regulations as a government contractor or subcontractor or applicable Law is determined to require that any Unit be operated in a manner inconsistent with CFA's normal operating procedures or the Chick-fil-A Culture; (xvi) the building or premises of a Site or the Unit at that Site is not operated or maintained in a manner consistent with the standards of a first-class food service facility or the Chick-fil-A Culture or a threat or danger to public health or safety results from the construction, maintenance or operation of the Unit; (xvii) Licensee fails to make timely payment to CFA of any amounts it is required to pay CFA under this Agreement; or (xviii) Licensee commits three (3) or more defaults under this Agreement in any fifty-two (52) week period, irrespective of the timing of each such default and irrespective of whether each such default has been cured after notice. For purposes of this Section, the obligations of Licensee with respect to the operation of a Unit shall also be deemed to be obligations of any Third Party Operator and or its personnel involved in the operation of a Unit (such that, for example, a material breach by a Third Party Operator of a CFA operational requirement shall be deemed to be a breach by Licensee).

- (b) Upon the occurrence of any one or more CFA Termination Events described in Sections 8.2(a)(i) (other than with respect to a breach by Licensee of Section 7.2, 7.3 or 7.4), 8.2(a)(viii), 8.2(a)(xiv) or 8.2(a)(xvi) CFA may serve Licensee with written notice specifying the nature of the CFA Termination Event, and upon the expiration of thirty (30) calendar days, if Licensee shall have failed to cure or correct the CFA Termination Event, then CFA may terminate the License Term by serving a written notice of termination upon Licensee, which termination shall be effective upon receipt by Licensee of the notice. If the CFA Termination Event cannot be completely cured or corrected within the thirty (30) day period, and if Licensee shall have diligently commenced and continued curing or correcting the CFA Termination Event within such thirty (30) day period, then such thirty (30) day period shall be extended for as long as reasonably necessary for Licensee, using its best commercial efforts, to complete the curing of the CFA Termination Event.
- (c) Upon the occurrence of any one or more CFA Termination Events other than those described in Section 8.2(b), CFA may terminate the License Term with such termination to be effective upon Licensee's receipt of written notice of termination from CFA. Licensee will not have an opportunity to cure these Licensee Termination Events. In the event CFA has the right to terminate the License Term under this Section 8.2(c), CFA may elect to, but shall not be obligated to, (i) give Licensee a right to cure or correct any CFA Termination Event that CFA deems is appropriately curable, or, alternatively, (iii) if Licensee is licensed to operate more than one Unit, CFA may terminate the License Term with respect to one or more,

but less than all, of the Units that Licensee is then licensed to operate.

8.3 Licensee's Obligations Upon Expiration or Termination.

(a) Upon the expiration or termination of the License Term, or the termination of the License Term with respect to one or more, but not all, Units, for any reason pursuant to Section 8.1 or Section 8.2, all rights of Licensee to operate the affected Units and to use, display, access or advertise the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties as defined in Section 1.1(i), at the affected Units, shall cease, and the License granted to Licensee in Section 2.1 with respect to those Units shall immediately terminate.

(b) Once a Unit is terminated either through expiration or termination of the License Term or the termination of the License Term with respect to a particular Unit or otherwise, Licensee shall immediately take one of the following actions with respect to any equipment, inventory, signage or other items from the Unit constituting inventions, patents, trade dress, Trade Secrets or Confidential Information of CFA or which display one or more of the Proprietary Marks (the "Equipment"): (i) Licensee shall transfer any such Equipment from the terminated Unit to another Unit then being operated by Licensee; or if Licensee cannot take the action described in (i), then Licensee shall, at CFA's option, either (ii) sell the Equipment to CFA at its then-current fair market value as determined by CFA in the exercise of its sole and exclusive business judgment and CFA shall have the right to purchase the Equipment accordingly, or (iii) grant CFA full and unfettered access to the Equipment and a license to remove, alter or obliterate any aspect, item, segment or portion of the Equipment that constitutes or includes licensed inventions, patents, trade dress, Trade Secrets or Confidential Information or which displays one or more of the Proprietary Marks. If CFA purchases the Equipment, Licensee shall deliver such purchased Equipment to CFA free and clear of all liens, charges, encumbrances and security interests promptly upon purchase by CFA. If Licensee transfers the Equipment to another Unit, Licensee shall bear all costs and expenses of transporting such Equipment. Once this Unit is terminated, Licensee shall not under any circumstances advertise for sale or otherwise display or depict any of the Equipment as being for sale using any of the Proprietary Marks or any of CFA's trade dress (including, without limitation, CFA's storefront, word marks, logos, countertop, poster and menu board designs) absent the prior written consent of CFA, which consent Licensee acknowledges may be withheld by CFA in its sole and exclusive business judgment. Further, once this Unit is terminated, Licensee shall not under any circumstances make, use, sell or offer for sale any Equipment that would constitute infringement of CFA Properties' Intellectual Property, should CFA Properties maintain non-exhausted Intellectual Property rights in such Equipment.

(c) Also upon the expiration or termination of the License Term for any reason, Licensee agrees: (i) to cease immediately using any and all of the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties, and to cease immediately operating the Units and if the term of the lease, license or occupancy arrangement for or ownership

of the Sites extends beyond such expiration or termination of the License Term, Licensee shall convert the location at each Site where a Unit was operated to a different type of use; (ii) to deliver immediately to CFA or its designee, at Licensee's expense, the Manual, all materials, data compilations or other things constituting or containing CFA's Confidential Information or Trade Secrets, all advertising contracts and property of CFA in Licensee's possession and all materials, data compilations or other things in Licensee's possession which relate to the operation of the Units (including without limitation Products and Ingredients and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items, other food containers and customer convenience items and other goods that display one or more of the Proprietary Marks, to the extent required by CFA under Section 8.3(b) above), excepting only Licensee's copy of this Agreement, Licensee's tax and personal financial records and copies of any correspondence between CFA and Licensee. CFA agrees to assist Licensee to bring about an immediate, effective, complete and orderly transfer of the items set forth above to CFA or its designee; (iii) to execute any and all agreements and other documents deemed necessary or appropriate by CFA to effectuate such expiration or termination (including without limitation cancellation of any registration or filing made under the last sentence of Section 7.4(a)) in a prompt and timely manner and to effectuate cancellation, change or transfer of business names, telephone numbers, facsimile numbers, email addresses, and Internet domain names, addresses, user names or search terms, or other like things, as applicable and as deemed necessary or appropriate by CFA; (iv) to pay immediately all debts it owes CFA and to pay immediately all debts arising from the operation of the Units or other performance of Licensee's responsibilities under the terms of this Agreement; (v) not to advertise or hold itself out in connection with the operation of any competing business or the sale of any Equipment or other things as having been formerly connected with CFA or to have formerly operated a Unit; and (vi) to make such changes to the Sites and to the Units as CFA may request so as to distinguish the Sites from any other Units. In this regard, Licensee shall, without limiting the generality of the previous sentence, dismantle or otherwise remove from the building and premises of the Units all signage bearing any of the Proprietary Marks and deliver to CFA, pursuant to Section 8.3(b) above, all of such signage.

(d) In the event that the License Term is terminated with respect to one or more, but not all, of the Units, the provisions of this Section 8.3 shall apply only to such terminated Units.

SECTION 9--ASSIGNMENT AND TRANSFER

9.1 **Assignment by CFA.** CFA may sell, transfer and assign any of its rights or obligations under this Agreement to any person, firm or corporation. CFA shall not remain liable for the performance of, and shall automatically be released from, any obligations under this Agreement subsequent to any such assignment. Notwithstanding anything in this Section 9.1 to the contrary, CFA may, in its sole and exclusive business judgment and without the consent of Licensee, pledge or assign its right to receive license fees hereunder, to any creditor, as security for indebtedness. In the event of an assignment or assignments (but not a pledge or pledges) pursuant to this Section by CFA to an unrelated third party, Licensee reserves the right to terminate this Agreement upon thirty (30) calendar days' prior written notice.

9.2 **Limitations on Transfer by Licensee.** Licensee acknowledges and agrees that its rights and duties under this Agreement are personal to Licensee and that CFA has granted the License hereunder to Licensee in reliance upon Licensee's character, skill, experience, business ability and financial qualifications. Therefore, Licensee shall not assign any of its rights or obligations under this Agreement voluntarily or involuntarily, by operation of law or otherwise in any manner, except upon prior written approval of CFA and in accordance with the provisions of this Agreement, and any attempt by Licensee to do so shall be null and void. Licensee shall not change the business form or entity which owns or through which Licensee operates the Units, either directly or indirectly, without the prior written consent of CFA.

SECTION 10--MISCELLANEOUS LEGAL MATTERS

10.1 **Independent Contractor.** The Parties acknowledge and agree that Licensee's relationship to CFA is that of an independent contractor. Nothing in this Agreement shall be construed to make Licensee (or any individual whose salary, wages or other compensation is to be paid by Licensee) CFA's employee, agent or representative or to make Licensee and CFA partners, joint venturers, fiduciaries or trustees of the other for tax purposes or any other purpose. Licensee shall not have the power to obligate CFA for any expenses, liabilities or other obligations, without the prior written approval of CFA. Licensee shall conspicuously identify itself at its office and in all dealings with contractors, suppliers, public officials and others as an independent licensee of CFA and shall not hold itself out in any way as an employee, agent, representative, partner, joint venturer, fiduciary or trustee of CFA. Licensee shall also place such other notices of independent ownership on the Units, and on forms, stationery and other materials to be used in the operation of the Units, as CFA may require from time to time, including notices that the Proprietary Marks are owned by CFA Properties and used by Licensee under the License.

10.2 **Equitable Remedies.** Licensee acknowledges, agrees and warrants that any breach or threatened breach by Licensee of any of the material terms of this Agreement, including without limitation a breach of the provisions of Sections 6, 7, 8 or 9, would result in irreparable damage and harm to CFA that would be difficult to ascertain. Accordingly, in such event, CFA shall be entitled, if it so elects, in addition to any other remedies available to it under this Agreement or at law, to immediate equitable relief therefor, including without limitation, an injunction or an order for specific performance. Nothing in this Section 10 shall be deemed to limit CFA's remedies at law or in equity for any breach by Licensee of any provision of this Agreement. Furthermore, nothing in this Section 10 or otherwise contained in this Agreement shall limit, abridge or modify the rights of CFA in and to its Intellectual Property, including its Trade Secrets, Confidential Information and the Proprietary Marks under any applicable national, federal, state, or local trade secret, trade name, trademark, service mark, patent, copyright, unfair competition, license or other law.

10.3 **Indemnification.** To the extent that applicable law prohibits either Party from making the indemnification

covered by this Section 10.3, then to that extent, against the Party that is thus prohibited, this Section 10.3 shall not be effective, and the other Party's indemnification obligation under this Section 10.3 shall be similarly reduced, so that each Party's obligations under this Section 10.3 are roughly equal. Each of CFA and Licensee (as applicable, the "Indemnitor") shall and does hereby hold harmless and indemnify the other Party and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (collectively, the "Indemnitee"), from and against any and all claims, counterclaims, suits, demands, debts, costs, liabilities, expenses, setoffs, liens, attachments, judgments, actions and causes of action arising out of (i) the untruth or breach of any of the Indemnitor's representations or warranties in this Agreement, or (ii) a breach by the Indemnitor of its obligations under this Agreement, or (iii) the negligent or intentionally wrongful acts or omissions of the Indemnitor or any of its officers, directors, shareholders, agents or employees (including, in the case of Licensee, the unauthorized, unlicensed or otherwise unpermitted or improper operation or condition of any part of the Units or the Sites); and the Indemnitor shall reimburse the Indemnitee for any and all costs, damages, penalties and expenses, including without limitation attorneys' and advisors' fees, costs of investigation and court costs that the Indemnitee incurs by reason of or due to any such acts or omissions by the Indemnitor. The indemnities herein shall continue in full force and effect subsequent to and notwithstanding any expiration or termination of the License Term.

10.4 Cumulative Rights and Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative.

10.5 Choice of Law. This Agreement was made and took effect when accepted and executed by CFA in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the Parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Agreement, and any other aspect of the Parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

10.6 Litigation. Licensee acknowledges and agrees that Licensee has and will continue to develop a substantial and continuing relationship with CFA at its offices in the State of Georgia, where CFA's decision-making authority is vested and where its license program operations are conducted and supervised. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in threatened or pending litigation, then the Superior Court of Fulton County, Georgia, United States of America, and the United States District Court for the Northern District of

Georgia, Atlanta Division, shall have exclusive jurisdiction to hear and decide such matter, and each Party hereby submits and consents to the jurisdiction of each such courts, and each Party hereby agrees to commence, conduct and conclude such matters only in such courts. The Parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between Licensee and CFA, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreement and/or the relationship between Licensee and CFA. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by CFA in any appropriate jurisdiction where Licensee is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any Party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained. If either Party files suit to collect sums from or to enforce its rights or any covenant under this Agreement against the other Party, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection or other action, should the first Party prevail in such suit, including without limitation attorneys' and advisors' fees, court costs and other expenses of litigation.

10.7 Third Party Claims. Licensee agrees to notify immediately CFA of the existence of (and forward to CFA copies of relevant documents, if any, within ten (10) days of its receipt of them) any and all actual or threatened demands, claims, notices, suits, actions or other legal processes served on or otherwise coming to the attention of Licensee that would or could affect any Units, the CFA System, CFA's Confidential Information or Trade Secrets, the Proprietary Marks or CFA in general. CFA may, at its option, control any or all such disputes and litigation and Licensee will, at its own expense if it is a named party, or at CFA's expense if it is not, extend its full cooperation in all such matters.

10.8 Caveats.

- (a) Licensee acknowledges and agrees that it has entered into this Agreement after making an independent investigation of CFA's operations and not in reliance upon any representative or projected gross revenues, volume, earnings or profits which Licensee might be expected to realize, and that CFA has not made any representation, which is not expressly set forth herein, to induce Licensee to accept the License and execute this Agreement. Licensee represents and warrants that it acknowledges that the success of the business venture contemplated to be

undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors. CFA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LICENSEE ACKNOWLEDGES THAT CFA DID NOT MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE POTENTIAL SUCCESS, EARNINGS, REVENUES OR PROFITS OF THE UNITS THAT WILL BE OPERATED BY LICENSEE UNDER THIS AGREEMENT.

- (b) Because complete and detailed uniformity in the operation and appearance of all Units may not be possible or practical in the many varying conditions in which Units will be operated, CFA reserves the right and privilege, which it may exercise in its sole and exclusive business judgment, to vary the terms or conditions of a license agreement (including without limitation the fees to be paid by a licensee) or the standards, specifications, methods, techniques or procedures applicable to the operation of a Unit for any other of its licensees based upon the differing physical, business, demographic or other conditions existing in the particular area in which such Unit is located or upon the differing personal abilities, aptitudes, experiences or financial qualifications of such licensees. Licensee acknowledges that it will not be entitled to receive any such variance allowed to any of CFA's other licensees.

10.9 Disclaimer. CFA, FOR ITSELF, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY GOODS OR SERVICES SOLD OR APPROVED BY IT, OR THE LICENSE GRANTED BY IT, OR ADVICE, GUIDANCE, APPROVAL OR DIRECTIONS RENDERED BY IT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, QUANTITY OR PRICING. LICENSEE AGREES NOT TO MAKE ANY STATEMENT, REPRESENTATION OR CLAIM OR TO GIVE ANY WARRANTY TO THE CONTRARY TO ANY CUSTOMER OR POTENTIAL CUSTOMER OR ANY OTHER PARTY.

SECTION 11--GENERAL PROVISIONS

11.1 No Implied Waiver.

- (a) Failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party's right to require full performance of that provision at any time thereafter, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or a waiver of a breach of any other provision of this Agreement or as nullifying the effectiveness of such provision or any other provision.

- (b) The failure of either Party to seek redress for any violation of this Agreement or to take action based upon a Licensee or CFA Termination Event, as the case may be, or to insist upon the strict performance of any condition of this Agreement, shall not prevent a subsequent act, which would have originally constituted a Termination Event or violation of this Agreement, from having all the force and effect of an original Termination Event or violation. The receipt or acceptance by either Party of any fees or other payments with knowledge of a Termination Event or violation of this Agreement shall not be deemed a waiver of any such relief with respect to such Termination Event or violation. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver be in writing signed by the Party. No payment by either Party or receipt or acceptance by the other Party of a lesser amount than the amount required to be paid shall be deemed to be other than on account of the correct payment.

11.2 Procedure for Notice. Any notice permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (and thus also be deemed to have been received by the addressee thereof) on the day of hand delivery, one (1) business day after being sent by facsimile with electronic verification of receipt being received by the sending Party (with an identical copy of any telefaxed materials being sent as well by first class mail) or overnight delivery service (with notification of delivery) or three (3) business days after being placed in the United States mail for delivery within the United States by certified or registered mail, postage prepaid, returned receipt requested addressed to the recipient at the address set forth on the signature page to this Agreement, unless that Party shall have given written notice of change of address to the sending Party.

11.3 Severability; Binding Upon Assigns; Further Assurances. If any provision or provisions of this Agreement shall for any reason be declared invalid or ineffectual by any court or agency of competent jurisdiction, the other provisions hereof shall nonetheless remain valid and shall continue in full force and effect. If it shall be impossible to continue such other provisions of this Agreement in full force and effect after the excision of the provision or provisions so declared invalid or ineffectual, then CFA and Licensee each undertake and agree that they will, upon demand of CFA, make, execute, acknowledge and deliver any and all instruments which CFA deems necessary or appropriate to accomplish lawfully such continuance. It is the intention of the Parties that this provision may be enforced in equity in addition to and not to the exclusion of any other remedies which may be available to the Parties to this Agreement. This Agreement shall be binding upon, and its benefits shall inure to, Licensee and its successors and assigns (subject to the provisions of Section 9) and to CFA and its successors and assigns. From time to time during the License Term, Licensee, upon receipt of the written request of CFA, agrees to execute such other documents or instruments as CFA may reasonably deem necessary or appropriate to carry out and complete the terms hereof.

11.4 Headings, Addenda, Exhibits. The captions and headings of the Sections or other subsections of this Agreement are inserted for convenience and reference only

and shall have no effect on the meaning of the Agreement. References to Sections, Addenda and Exhibits refer to sections, addenda and exhibits of this Agreement. All Addenda and Exhibits and other attachments to this Agreement are hereby incorporated by reference into this Agreement.

11.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument.

11.6 **Personal Pronouns; Plurals.** Each personal pronoun used herein, whether masculine, feminine or neuter, shall include the other gender or genders as the context requires or permits. Each plural or singular verb shall include the other number as the context requires or permits.

11.7 **Continued Effectiveness of This Agreement.** Except for provisions relating only to the License granted to Licensee under Section 2, this Agreement shall remain effective until neither Party has any further obligation to the other Party under this Agreement. The Parties acknowledge that a number of their obligations (for example, Licensee's obligations under Sections 7, 8 and 10) extend beyond the expiration or termination of the License Term.

11.8 **Conflicts.** This Agreement shall control in the event of any conflict between this Agreement and any other agreements Licensee may make with respect to the Units.

11.9 **Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. No other representations have induced Licensee to sign this Agreement except that Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either Party and none shall have any force or effect with reference to this Agreement. No officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

11.10 **U.S. Executive Order Representation.** Licensee represents and warrants that it has not been

designated as a suspected terrorist under U.S. Executive Order 13224.

11.11 **Miscellaneous.** Words of inclusion used in this Agreement (such as "including") shall not be deemed to be words of limitation, such that any items or things listed as "included" in another class of items or things shall not be construed as excluding other items or things not expressly mentioned. Both Parties acknowledge and agree that they have actively participated in the negotiation and drafting of this Agreement. Licensee agrees to promptly execute amendments to any Addenda, from time to time during the License Term, to reflect changes in the information set forth on the Addenda as of the Effective Date.

EXHIBIT 1

CONFIDENTIALITY AGREEMENT FOOD SERVICE PROVIDER AGREEMENT

This form of Agreement must be signed by Licensee personnel working as a manager or supervisor in a Unit and each Third Party Operator and all personnel working in a Unit operated by a Third Party Operator

CHICK-FIL-A, INC.

[LICENSEE]

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

THIRD PARTY OPERATOR

Name of Operator: _____
Authorized Signature: _____
Printed Name: _____

EFFECTIVE DATE OF THIS AGREEMENT: _____

Chick-fil-A and its licensed operators have developed a variety of policies and procedures that are designed to ensure that all Chick-fil-A products and the manner in which they are presented and sold, regardless of sales location, conform to the same high standards that have given Chick-fil-A its reputation for first-class products and service. Therefore, in return for the right to manage, supervise, operate or work in a Chick-fil-A Unit, you agree as follows:

1. You agree to comply with all Chick-fil-A policies and procedures contained in the Chick-fil-A operations manual, training guide and orientation notebook (if provided to you) and any other statements of policy or procedure furnished by Chick-fil-A. Third Party Operators agree to comply with every obligation of Licensee in the License Agreement that relates to the operation of a Unit.
2. You agree to treat the following materials and information as confidential "trade-secret" information of Chick-fil-A and you will not use these materials or this information except in conjunction with the sale of Chick-fil-A products and you will not publish or disclose any of these materials or this information to any person or entity except as authorized by Chick-fil-A in writing to do so: the contents of the operations, training and orientation manuals; any Chick-fil-A product preparation, presentation methods, procedures or recipes; any data relating to sales of Chick-fil-A products and any other financial data or plans; any lists of suppliers or customers of Chick-fil-A; any business or product plans or projections. If, under applicable law, your obligations in this paragraph 2 must be limited to a specified period of time with respect to any of the above materials or information, that period of time shall be the term of time during which you are authorized to operate or work in conjunction with a Chick-fil-A unit plus the three (3) years following the term.

SIGNATURES OF LICENSEE PERSONNEL (IF REQUIRED TO SIGN) AND OTHER PERSONS WORKING IN A UNIT, INDICATING STARTING DATE AND ENDING DATE OF WORK IN CHICK-FIL-A UNIT:

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

Printed Name: _____
Position: _____
Signature: _____
Start: _____ End: _____

(attach additional sheets for additional personnel signatures)

EXHIBIT 2

SITE DESCRIPTION FORM

EXHIBIT 2

Site Description Form

** The Parties agree that they will maintain a Site Description Form for each Site (whether an Initial Site or an Additional Site). The Parties agree that they will attach to this Exhibit 2 Site Description Forms for all Sites. References to "Exhibit 2" in the License Agreement will be deemed to include all such Site Description Forms.*

1. *Location name, address and telephone number of Site (and name of Third Party Operator, if applicable):*

7. *Hours of Operation:*

2. *Contractor/Licensee:*

8. *Attach School Calendar (if Site is at a school)*

3. *Description of Retail Area(s) at Site:*

LICENSEE APPROVAL:

4. *Other regional or national brands sold at proposed Site:*

By _____

Name _____

Title _____

5. *Menu selection (check one or more boxes, as applicable):*

a. Unit Core Menu:

- ___ *Chick-fil-A® Chicken Sandwich;*
- ___ *Chick-fil-A® Grilled Chicken Sandwich;*
- ___ *Chick-fil-A® Grilled Market Salad;*
- ___ *Chick-fil-A® Nuggets;*
- ___ *Chick-fil-A Waffle Potato Fries®;*
- ___ *Chick-fil-A® Lemonade.*

deleted items

CHICK-FIL-A, INC. APPROVAL:

By _____

Name _____

Title _____

Date _____

additional items

6. *Days of Operation:*

ADDENDUM A

CFA Trademarks, Service Marks and Tradenames

The following trademarks, service marks, trade names, logo types and other commercial symbols are presently registered on the principal register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date*
C logo	4,213,524	09/25/2012
C logo	2,298,157	12/07/1999
C (Stylized) (Red)	2,341,163	04/11/2000
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Any Occasion. Anywhere. (and design)	3,116,739	07/18/2006
Chick-fil-A Chick-N-Strips	1,958,706	02/27/1996
Chick-fil-A Kid's Meal Growing Kids Inside and Out (and design)	2,424,075	01/23/2001
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin (and design)	2,538,070	02/12/2002
First 100	3,906,613	01/18/2011
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Icedream	1,273,752	04/10/1984
Kneeling Cow Design	2,468,762	07/17/2001
Standing Cow Design	2,463,183	06/26/2001
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

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

ADDENDUM B

CORE MENU FOR LICENSED UNITS

Chick-fil-A® Chicken Sandwich
Chick-fil-A® Chicken Sandwich Deluxe
Chick-fil-A® Nuggets
Chick-fil-A® Grilled Chicken Sandwich
Chick-fil-A Waffle Potato Fries®
Chick-fil-A® Grilled Market Salad
Chick-fil-A® Lemonade

ADDENDUM C

LICENSE FEES

1. **License Fees.** In return for the rights and the License granted under this Agreement, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to ten percent (10%) of Gross Receipts collected during Licensee's four-week accounting period ("Accounting Period"), payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, with respect to each Unit located at or within an airport facility, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to seven percent (7%) of Gross Receipts collected during Licensee's Accounting Period, payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. The foregoing sentence shall apply only to Units located at or within an airport facility and to no other Units under this Agreement.
2. **Training Fees.** The tuition charge for the attendance of additional employees at a CFA training program, as contemplated in Section 5.1 of this Agreement, is \$500 per additional employee, payable to CFA at least ten (10) days prior to the first day of the training program attended by such additional employee.
3. **Cost Reimbursements for Drawings.** If CFA provides Drawings pursuant to Section 6.7 of this Agreement, Licensee shall pay CFA the reimbursement costs of preparing such Drawings, which amount shall be determined by CFA upon completion of the Drawings.

ADDENDUM D

CHICK-FIL-A LICENSING PROGRAM SALES REPORTING PROCEDURES

The following forms and procedures are to be used by Licensee of Chick-fil-A locations.

At the close of each monthly reporting period, Licensee will have completed two forms which are to accompany the license fee check for reporting period.

Daily Product Sales Report

- This report should be completed on a daily basis. The date and day of the week should be entered at top of report. Weekly totals should be accumulated and transferred to the Weekly Product Sales Report.

Weekly Product Sales Report

- This report should be completed on a weekly basis. All information should have been accumulated and transferred from the totals of the Daily Product Sales Report. At the close of Licensee's reporting period, totals should be accumulated. Determine Chick-fil-A's license fee amount due at end of report.

The Weekly Product Sales Report, the related Daily Product Sales Reports, and the license fee check are due by the 25th of each month. Reports and license fee checks should be mailed to:

ATTN: _____
Corporate Accounting
Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, GA 30349-2998

An additional report, Calendar Month Sales Summary Report, should be accumulated on a daily basis and mailed directly to Chick-fil-A, Inc. at the above address on the first business day following the end of each calendar month. This report should be received by the 10th of the month. You may FAX it to 404-765-8940.

CHICK-FIL-A LICENSEE at _____
CALENDAR MONTH SALES SUMMARY REPORT
for the month ended _____

Note: This form is required monthly and should be sent to Chick-fil-A, Inc. no later than 5 business days following the calendar month end. Questions should be directed to the attention of _____.

DATE	SALES
1	
2	
3	
4	
5	
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7	
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30	
31	

Please remit this report directly to:

Chick-fil-A, Inc.

5200 Buffington Rd.

Atlanta, GA 30349

or Fax to 404-765-8940

ATTN: _____

TOTAL MONTH SALES

CHICK-FIL-A LICENSEE AT _____
Daily Product Sales Report
for the week ended

	Date Day 1		Date Day 2		Date Day 3		Date Day 4		Date Day 5		Date Day 6		Weekly Total	
Product	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$	Qty Sales	Sales \$
Chick-fil-A Sandwich														
Chargrilled Sandwich														
12pc Nuggets														
8pc Nuggets														
6pc Chick-n-Strips														
4pc Chick-n-Strips														
Chick-fil-A Biscuit														
Waffle Fries - sm														
Waffle Fries - md														
Lemonade - 14 oz.														
Lemonade - 20 oz.														
Lemonade - 32 oz.														
Lettuce/Tomato Cup														
Cole Slaw														
TOTALS														

This form should accompany license fee payment, which should be remitted to:

Chick-fil-A, Inc.

Attn: _____

Questions should be directed to _____ (404) 765-____.

5200 Buffington Road
Atlanta, GA 30349-2998

CHICK-FIL-A LICENSEE AT _____
Weekly Product Sales Report
for the reporting period beginning _____ to _____

	Week Ended Week 1		Week Ended Week 2		Week Ended Week 3		Week Ended Week 4		Week Ended Week 5		Reporting Period Totals		
Product	Qty Sold	Sales \$	Qty Sold	Sales %	Qty Sold	Sales \$	Qty Sold	Sales \$	Qty Sold	Sales \$	(A) Qty Sold	(B) Sales \$	(B)(A) Avg. Sales Price
Chick-fil-A Sandwich													
Chargrilled Sandwich													
Grilled Market Salad													
12pc Nuggets													
8pc Nuggets													
6pc Chick-n-Strips													
4pc Chick-n-Strips													
Chick-fil-A Biscuit													
Waffle Fries - sm													
Waffle Fries - md													
Lemonade - 14 oz.													
Lemonade - 20 oz.													
Lemonade - 32 oz.													
Lettuce/Tomato Cup													
Cole Slaw													
TOTALS													

This form should accompany license fee payment.

Non-Airport License Fee Rate:

10%

Airport License Fee Rate:

7%

Questions should be directed to _____ (404) 765-____.

Chick-fil-A LICENSE FEE DUE _____

EXHIBIT “C”

CONSOLIDATED FINANCIAL
STATEMENTS OF CHICK-FIL-A, INC.

Chick-fil-A, Inc.

Consolidated Financial Statements

December 31, 2014 and 2013

Index December 31, 2014 and 2013

Regulation S
7-19



P

age(s) Independent Auditor's

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Consolidated Financial Statements

To the Board of Directors Chick-fil-A, Inc.

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Statements of Stockholders' Equity 5

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Notes
to
the
Financial
Statements

Independent Auditor's Report

We have audited the accompanying consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, ~~2015~~, 2014 and 2013, and the related consolidated statements of comprehensive earnings, of stockholders' equity and of cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Chick-fil-A, Inc. and its subsidiaries ~~as of~~ December 31, ~~2015~~, 2014 and 2013, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

PricewaterhouseCoopers LLP

March ~~26, 2015~~ 28, 2016

PricewaterhouseCoopers LLP, 1075 Peachtree Street, Suite 2600, Atlanta, GA 30309

T: (678) 419 ~~4000~~ 1000 F: ~~(567) 678~~ 419 1239, www.pwc.com/us

Chick-fil-A, Inc.
Consolidated Balance Sheets
December 31, 2014 and 2013

	2014	2013
Assets		
Cash and cash equivalents	\$301,832,216	\$225,646,294
Receivables	32,642,766	27,528,512
Inventories	6,666,124	6,501,698
Property and equipment, at cost		
Leased to restaurant Operators-		
Land	538,663,085	496,616,260
Capital leases	2,535,016	2,535,016
Buildings	799,391,562	683,165,795
Leasehold improvements	1,104,824,741	970,756,830
Fixtures and equipment	475,124,506	418,986,164
Equipment in storage and construction in progress	90,166,501	71,940,357
Office land, buildings, fixtures, and equipment	222,060,913	218,015,643
Capital leases	177,977	154,763
	3,232,944,301	2,862,170,828
Less: Accumulated depreciation and amortization	800,140,333	715,978,080
Net property and equipment	2,432,803,968	2,146,192,748
Investments	117,965,577	114,504,838
Cash surrender value of life insurance	69,992,318	74,460,208
Prepaid expenses and other assets	62,901,334	35,066,635
Notes receivable		2,937,461
Income taxes receivable	43,642,187	
Total assets	\$3,068,446,490	\$2,632,838,394

The accompanying notes are an integral part of these consolidated
financial statements.

Chick-fil-A, Inc.

2

Consolidated Financial Statements
December 31, 2015 and 2014

Chick-fil-A, Inc.
Consolidated Balance Sheets
December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>	
<u>Assets</u>			
Cash and cash equivalents	\$ 381,110,541	\$ 301,832,216	
Receivables	38,632,601	32,642,766	
Inventories	6,619,579	6,666,124	
Property and equipment, at cost			
Leased to restaurant Franchisees			
Land	576,987,674	538,663,085	
Capital leases	9,458,014	2,535,016	
Buildings	904,163,199	799,391,562	
Leasehold improvements	1,278,888,902	1,104,824,741	
Fixtures and equipment	562,427,571	475,124,506	
Equipment in storage and construction in progress	108,256,518	90,166,501	
Office land, buildings, fixtures, and equipment	254,553,966	222,060,913	
Capital leases	525,561	177,977	
	3,695,261,405	3,232,944,301	
Less: Accumulated depreciation and amortization	991,316,311	800,140,333	
Net property and equipment	2,703,945,094	2,432,803,968	
Investments	135,115,392	117,965,577	
Cash surrender value of life insurance	59,528,708	69,992,318	
Prepaid expenses and other assets	60,389,932	62,901,334	
Income taxes receivable	26,622,931	43,642,187	
Total assets	\$ 3,411,964,778	\$ 3,068,446,490	
	<u>2015</u>	<u>2014</u>	<u>2013</u>
Liabilities and Stockholders' Equity			
Accounts payable			
Due to restaurant Operators Franchisees	\$	\$	\$ 130,565,712
Restaurant activity liability		73,500,390	65,681,181
Other	231,594,6	-	-
Total accounts payable	393,311,9	-	-
Notes Payable	=	100,000,000	-
Obligations under capital leases	9,065,2	2,162,3	2,223,086
Accrued expenses and obligations	417,067,7	349,556,0	310,056,829
Income taxes payable			
Deferred income taxes	160,460,0	144,145,0	132,302,000
Operators' Franchisees' deposits	7,301,4	6,886,4	6,535,692
Dividends payable	188,0	-	-
Total liabilities	987,394,3	-	-
Stockholders' equity			
Common stock			
Voting shares of \$.01 par value; 20,000,000 shares authorized; 110,806 shares in 2015 and 2014 issued and outstanding		1,108	1,108
110,806 shares in 2014 and 2013 issued and outstanding		1,108	
Nonvoting shares of \$.01 par value; 180,000,000 authorized; 94,368,117 93,913,572 shares in shares in 2013 2014 issued and outstanding	939,1	943,68	946,68

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Balance Sheets
December 31, 2015 and 2014

Additional paid-in capital	2,392.5	2,392,51	2,392,514
Accumulated other comprehensive loss	(64,348.7)	(65,668,26	(51,161,908)
Retained earnings	2,485,586.3	-	-
Total stockholders' equity	2,424,570.3	-	-
Total liabilities and stockholders' equity	\$	\$ 3,068,446,490	\$ 2,632,838,394

The accompanying notes are an integral part of these consolidated financial statements.

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Comprehensive Earnings
Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<u>Revenue and income</u>		
<u>Income from restaurants Base</u>		
<u>operating service fees</u>	\$ 961,510,862	\$ 807,485,061
<u>Additional operating service fees</u>	463,030,206	381,241,120
<u>Rental income</u>	383,699,703	236,238,263
	<u>1,808,240,771</u>	<u>1,424,964,444</u>
<u>Other sales, including sales from company-operated restaurants</u>	168,667,232	174,156,128
<u>Other income</u>	<u>35,218,269</u>	<u>36,434,698</u>
<u>Total revenue and income</u>	<u>2,012,126,272</u>	<u>1,635,555,270</u>
<u>Costs and expenses</u>		
<u>Cost of sales, including cost of sales from</u>		
<u>company-operated restaurants</u>	113,775,889	122,496,013
<u>Selling, general, and administrative expenses</u>	1,122,074,250	894,748,584
<u>Depreciation and amortization</u>	219,946,655	194,553,463
<u>Interest</u>	<u>181,944</u>	<u>32,689</u>
<u>Total costs and expenses</u>	<u>1,455,978,738</u>	<u>1,211,830,749</u>
<u>Earnings before contributions, scholarships, and</u>		
<u>income taxes</u>	556,147,534	423,724,521
<u>Contributions and scholarships</u>	<u>51,461,226</u>	<u>35,258,989</u>
<u>Earnings before income taxes</u>	<u>504,686,308</u>	<u>388,465,532</u>
<u>Income taxes</u>	<u>185,251,800</u>	<u>131,738,500</u>
<u>Net earnings</u>	<u>319,434,508</u>	<u>256,727,032</u>
<u>Other comprehensive income (loss), before tax</u>		
<u>Defined benefit pension plan</u>	(11,389,997)	(19,500,143)
<u>Nonqualified deferred compensation plan</u>	(5,486,697)	1,451,657
<u>Supplemental executive retirement plan</u>	442,207	(1,889,448)
<u>Postretirement medical plan</u>	<u>18,109,034</u>	<u>(2,547,419)</u>
<u>Other comprehensive income (loss), before income taxes</u>	<u>1,674,547</u>	<u>(22,485,353)</u>
<u>Income taxes</u>	<u>(355,000)</u>	<u>7,979,000</u>
<u>Other comprehensive income (loss), net of income taxes</u>	<u>1,319,547</u>	<u>(14,506,353)</u>
<u>Comprehensive income</u>	<u>\$ 320,754,055</u>	<u>\$ 242,220,679</u>

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Stockholders' Equity
Years Ended December 31, ~~2014 and 2013~~ 2015 and
2014

	<u>Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Retained</u>	
	<u>Voting</u>	<u>Nonvoting</u>	<u>Paid-in</u>	<u>Other</u>	<u>Earnings</u>	<u>Total</u>
			<u>Capital</u>	<u>Loss</u>		
<u>Balances at December 31, 2013</u>	\$ 1,108	\$ 946,681	\$ 2,392,514	\$ (51,161,908)	\$ 1,926,394,263	\$ 1,878,572,658
Comprehensive income	=	=	=	(14,506,353)	256,727,032	242,220,679
Dividends	=	=	=	=	(188,958)	(188,958)
Purchase and retirement of 300,000 shares of nonvoting common stock	=	(3,000)	=	=	(6,597,000)	(6,600,000)
<u>Balances at December 31, 2014</u>	1,108	943,681	2,392,514	(65,668,261)	2,176,335,337	2,114,004,379
Comprehensive income	=	=	=	1,319,547	319,434,508	320,754,055
Dividends	=	=	=	=	(188,049)	(188,049)
Purchase and retirement of 454,545 shares of nonvoting common stock	=	(4,545)	=	=	(9,995,445)	(9,999,990)
<u>Balances at December 31, 2015</u>	\$ 1,108	\$ 939,136	\$ 2,392,514	\$ (64,348,714)	\$ 2,485,586,351	\$ 2,424,570,395

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Cash Flows
Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<u>Cash flows from operating activities</u>		
Net earnings	\$ 319,434,508	\$ 256,727,032
Adjustments to reconcile net earnings to net cash provided by operating activities		
Depreciation and amortization	219,946,655	194,553,463
Loss on disposal of property and equipment	15,256,601	19,927,151
Deferred income taxes	14,536,000	18,732,000
Unrealized loss/(gain) on investments	1,361,649	(8,667,347)
Changes in assets and liabilities		
Receivables	(5,997,044)	(2,179,916)
Inventories	46,545	(164,425)
Prepaid expenses and other assets	(1,463,575)	(31,543,020)
Accounts payable	41,808,634	55,416,840
Accrued expenditures	69,118,552	18,009,152
Income taxes payable/receivable	18,443,256	(49,424,333)
Franchisee deposits	415,001	350,730
Net cash provided by operating activities	692,906,782	471,737,327
<u>Cash flows from investing activities</u>		
Proceeds from sale of property and equipment	246,521	2,032,892
Purchase of property and equipment	(495,391,367)	(500,233,669)
Proceeds from life insurance policies	13,647,043	9,932,056
Contributions to investments	(21,738,207)	(15,966,470)
Withdrawals from investments	43,310	15,708,912
Net cash used in investing activities	(503,192,700)	(488,526,279)
<u>Cash flows from financing activities</u>		
Proceeds from notes payable	-	100,000,000
Repayments on notes payable	(100,000,000)	-
Principal payments under capital lease obligations	(254,019)	(238,691)
Purchase and subsequent retirement of treasury stock	(9,999,989)	(6,600,000)
Dividends paid	(188,958)	(189,558)
Net cash (used in)/provided by financing activities	(110,442,966)	92,971,751
Effect of exchange rate changes on cash and cash equivalents	7,209	3,123
Net increase in cash and cash equivalents	79,278,325	76,185,922
<u>Cash and cash equivalents</u>		
Beginning of year	301,832,216	225,646,294
End of year	\$ 381,110,541	\$ 301,832,216
<u>Supplemental disclosure of cash flow information</u>		
Cash paid during the year for		
Interest	\$ 84,282	\$ -
Income taxes	152,272,546	162,430,832
<u>Supplemental disclosure of noncash transactions</u>		
<u>financing and investing activities</u>		
Acquisitions of property and equipment through capital leases	7,270,582	177,977
Dividends declared but not paid	188,049	188,958
Change in unpaid acquisitions of property and equipment	(67,663)	(995,241)

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2015 and 2014

1. Summary of Significant Accounting Policies

Chick-fil-A, Inc. and subsidiaries (collectively, the Company) provides consulting services and leases property, equipment, and leasehold improvements to Franchisees of Chick-fil-A restaurants located in 41 states throughout the United States. The Company receives operating service charges from the Franchisees as defined in the Franchise Agreement. There were 1,677 and 1,595 Chick-fil-A restaurants operating at December 31, 2015 and 2014, respectively. Total system-wide sales generated from these restaurants during 2015 and 2014 approximated \$6,486,484,000 and \$5,492,830,000, respectively. The Company has also licensed its brand through strategic partnerships with contract food service management companies. At December 31, 2015 and 2014, there were 289 and 274, respectively, outlets operating, the majority of which were on college campuses. Therefore, Chick-fil-A products are currently available in 42 states and the District of Columbia, as well as one licensed location in Calgary, Alberta, Canada.

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America. The following is a description of the more significant of these policies.

Principles of Consolidation

The consolidated financial statements include the financial statements of Chick-fil-A, Inc. and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company's operations.

Recognition of Income from Restaurants

The monthly base operating service fee, which includes rentals on equipment leased to Franchisees, is calculated as a percentage of sales of each restaurant. In addition to the base operating service fee, the Company receives 50% of the net profit of the restaurants, as defined in each Franchise Agreement. Each restaurant's net profit, as defined, is determined on a monthly basis, after deduction of the base operating service fee and provision for a base profit draw to each Franchisee.

For restaurants with net losses (after deduction of the base operating service charge and a base profit draw to the Franchisee), it has been the Company's practice to reduce the base operating service fee to the extent necessary to reduce the net operating loss of the restaurant to zero.

The Company builds and owns its free-standing restaurants. The Company leases these properties to Franchisees on a month-to-month basis.

Company-Operated Restaurants

All restaurants temporarily without a Franchisee are considered Company-operated restaurants. Sales and expenses relating to these Company-operated restaurants have been reflected in the accompanying consolidated financial statements for the period operated.

Pension, Postretirement, and Postemployment Benefits Plans

The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2015 and 2014

actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of accumulated comprehensive loss in stockholders' equity.
See Note 5 for additional information.

Cash and Cash Equivalents

The Company has reclassified checks issued but not yet presented for payment as accounts payable in the accompanying consolidated balance sheets. Outstanding checks totaled approximately \$40,579,000 and \$26,875,000 at December 31, 2015 and 2014, respectively.

Property and Equipment

Property and equipment are stated at cost. Property under capital leases is stated at the present value of minimum lease payments. Depreciation expense of property and equipment is calculated by using the straight-line method over the estimated useful lives of the assets. Property held under capital lease and leasehold improvements are amortized using the straight-line method over the shorter of the lease term, including any renewal options, or estimated useful life of the asset. Estimated useful lives of property and equipment are as follows:

<u>Buildings and leasehold improvements</u>	<u>10-30 years</u>
<u>Restaurant fixtures and equipment</u>	<u>7 years</u>
<u>Office furniture, fixtures, and equipment</u>	<u>10 years</u>
<u>Computer hardware and software</u>	<u>3, 5 years</u>

Inventories

Inventories, principally supplies and equipment, are valued at the lower of average cost or market (net realizable value).

Accrued Compensated Absences and Incentive Compensation

The Company has in place an accrued compensated absence policy under which employees may carry a certain number of vacation days into the subsequent year. The Company records a liability for this amount based on the pay rates in effect for each individual employee at the end of each year. Certain of the Company's employees participate in an incentive compensation plan. Amounts paid for accrued compensated absences for these employees include an incentive component which is calculated based on the incentive compensation formula in effect. The incentive compensation component of the Company's accrued compensated absences is not reasonably estimable due to the fact that this amount is subject to the Company's monthly future earnings levels.

Impairment or Disposal of Long-Lived Assets

In accordance with ASC 360, *Property, Plant, and Equipment*, long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and are no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet.

Advertising

The Company expenses advertising costs as incurred. Total advertising expense was approximately \$54,279,000 and \$66,087,000 in 2015 and 2014, respectively. Amounts received from vendors as reimbursements for advertising costs are passed through to the Franchisees and are not reflected in the accompanying consolidated statements of comprehensive earnings.

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Income Taxes

The Company files a consolidated federal income tax return.

The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income Taxes*, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that position is more likely than not of being sustained on audit, based on the technical merits of the position.

The Company accounts for income taxes in accordance with ASC 740, *Income Taxes*, which uses an asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Financial Instruments

The carrying value of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

For cash and cash equivalents, receivables, accounts payable, and notes payable, the carrying amounts approximate fair value because of the short maturity of these instruments.

For cash surrender value of life insurance, the fair value, which approximates the carrying value, is determined as the present value of expected cash flows discounted at rates currently being offered on similar instruments.

Investments are recorded at fair value, which is determined by the market price of the underlying investment vehicle, such as stock or mutual fund share price.

Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ from those estimates.

2. Due to Restaurant Franchisees

The balance due to Franchisees reflects the net result primarily of the following activities: cash deposits and credit card settlements made into the Company's account; disbursements made by the Franchisees that have been presented for payment; other unpaid obligations of the restaurants, the largest of which is Franchisee profits from restaurant operations; and expenses paid by the Company on behalf of the Franchisees.

3. Restaurant Activity Liability

Restaurant Activity Liability is made up of amounts payable to third parties (not Franchisees) that originated in the restaurants. Amounts due to restaurant vendors and tax authorities are included here, along with accruals funded by restaurant markets for market or chain-wide purchases of products and

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services at the discretion of Franchisee representatives.

4. Notes Payable

On October 5, 2011, the Company established two uncollateralized credit agreements, one for \$100,000,000 expiring October 5, 2014 and one for \$50,000,000 expiring October 5, 2016. On July 3, 2013, the Company increased the \$100,000,000 credit agreement to \$150,000,000 and extended the expiration date to July 3, 2018. Also, on November 19, 2013, the Company extended the expiration date of the \$50,000,000 credit agreement to November 19, 2018. The outstanding balances as of December 31, 2014 related to these agreements was \$100,000,000, at an interest rate of 0.92%.

These credit agreements were cancelled as of December 16, 2015, when the Company entered into a new credit agreement with Wells Fargo, Bank of America, SunTrust Bank and US Bank collectively, for a total amount of \$350,000,000. This credit agreement expires on December 16, 2020. The outstanding balance as of December 31, 2015 related to this agreement was \$0, and the interest rate would have been 1.4877% of any outstanding balance at that time.

In connection with the credit agreements, the Company agreed to certain financial covenants related to certain financial ratios. The Company was in compliance with these covenants as of December 31, 2015 and 2014.

5. Employee Benefit Plans

The Company has a qualified contributory profit sharing plan covering substantially all employees. The Company matches dollar for dollar up to 5% of eligible compensation contributed by each employee. The Company's contributions amounted to approximately \$7,719,000 and \$6,598,000 during the years ended December 31, 2015 and 2014, respectively.

The Company also has a qualified defined benefit pension plan covering substantially all employees. The plan provides a defined benefit based on years of service and highest average compensation during a five year period.

The Company also has a nonqualified deferred compensation plan that is an unfunded, nonqualified, deferred compensation arrangement for a select group of employees earning amounts in excess of that allowed for tax-deductible funding under existing Internal Revenue Service regulations. The plan includes a supplemental benefit which is offered to supplement the qualified, defined benefit pension plan. Benefits under this nonqualified arrangement are consistent with those offered under the defined benefit pension plan. This plan also includes a defined contribution benefit that allows employees the option of making voluntary contributions of 5% of their annual salary (in excess of IRS maximum compensation income limits) to the plan to which the Company matches the employees' contributions. Contributions made to the plan are invested and administered through a Rabbi Trust. The trust cannot be revoked by the Company; however, the assets are subject to claims of general creditors. Amounts accrued under this plan were \$134,897,000 and \$117,966,000 as of December 31, 2015 and 2014, respectively, and are included in accrued expenses and obligations in the accompanying balance sheets. (Loss)/income earned on investments under the Rabbi Trust was (\$4,545,000) and \$3,203,000 for the years ended December 31, 2015 and 2014, respectively, and is included within other income on the Consolidated Statement of Comprehensive Earnings. All plan assets invested through the Rabbi Trust qualify as Level 1 or Level 2 assets within the fair value hierarchy and have been reflected at their fair market value on the consolidated balance sheets as of December 31, 2015 and 2014.

Also, certain members of senior management are participants in a supplemental executive retirement plan (SERP) provided by the Company. Participants vest in the SERP upon remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP agreement and are in the form of a monthly payment upon retirement and a death benefit payable to a beneficiary designated by each participant. The

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Company recognized compensation expense of approximately \$1,378,000 and \$659,000 during 2015 and 2014, respectively, in connection with the SERP. Amounts accrued under the SERP totaled approximately \$17,745,000 and \$17,176,000 at December 31, 2015 and 2014, respectively, and are included within accrued expenses and obligations on the consolidated balance sheet.

Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service may participate and may cover eligible dependents. Participants contribute the prevailing composite single or family premium rate until age 62. There is no premium contributed by the participants after age 62. The following table sets forth the amounts recognized in accrued expenses and obligations on the Company's consolidated balance sheets for the postretirement health care plan at December 31, 2015 and 2014.

The amounts in accumulated other comprehensive loss that are expected to be recognized as components of net periodic benefit cost during the next fiscal year are as follows:

	<u>Pension</u>	<u>Postretirement</u>	<u>Total</u>
Prior service cost	\$ 966,404	\$ 611,045	\$ 1,577,449
Actuarial loss	4,294,753	=	4,294,753

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets at December 31, 2015 and 2014, respectively.

	<u>Pension Plans</u>		<u>Postretirement Medical Plan</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
<u>Change in benefit obligations</u>				
Benefit obligation at end of prior year	\$ 215,462,542	\$ 181,566,570	\$ 81,743,447	\$ 70,476,480
Service cost	15,970,294	12,503,105	6,897,744	5,246,393
Interest cost	8,257,528	7,931,420	3,441,806	3,106,552
Plan participants' contribution	=	=	19,740	12,000
Amendments	=	(6,272)	=	=
Actuarial loss (gain)	13,091,969	19,007,699	(16,917,088)	3,184,302
Retiree drug subsidy received	N/A	N/A	37,249	40,220
Benefits paid	(5,026,783)	(5,539,980)	(192,045)	(322,500)
Benefit obligation at December 31	247,755,550	215,462,542	75,030,853	81,743,447
<u>Change in plan assets</u>				
Fair value of plan assets at end of prior year	80,008,290	71,307,815	=	=
Actual return on plan assets	(2,642,475)	1,644,268	=	=
Employer contributions	9,498,344	12,596,187	135,056	270,280
Plan participants' contributions	=	=	19,740	12,000
Retiree drug subsidy received	N/A	N/A	37,249	40,220
Benefits paid	(5,026,783)	(5,539,980)	(192,045)	(322,500)
Fair value of plan assets at December 31	81,837,376	80,008,290	=	=
Funded status	\$ (165,918,174)	\$ (135,454,252)	\$ (75,030,853)	\$ (81,743,447)
Accumulated benefit obligation end of year	\$ 172,291,698	\$ 149,918,304	N/A	N/A

	<u>Pension Plans</u>		<u>Postretirement Medical Plan</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
<u>Amounts recognized in accumulated other comprehensive loss consists of</u>				
Prior service cost	\$ 2,883,826	\$ 3,850,230	\$ 3,520,102	\$ 4,131,147
Net actuarial loss	94,073,363	76,672,472	2,323,423	19,821,412
Total (before tax effect)	96,957,189	80,522,702	5,843,525	23,952,559

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Components of net periodic benefit cost				
Service cost	15,970,294	12,503,105	6,897,744	5,246,393
Interest cost	8,257,528	7,931,420	3,441,806	3,106,552
Expected return on plan assets	(6,722,753)	(6,056,723)	=	=
Amortization of prior service cost	966,404	644,826	611,045	611,045
Recognized actuarial loss	5,056,306	2,831,122	580,901	25,838
Net periodic benefit cost	23,527,779	17,853,750	11,531,496	8,989,828
Curtailment loss (gain)	-	-	-	-
Total expense	\$ 23,527,779	\$ 17,853,750	\$ 11,531,496	\$ 8,989,828
	9	0		

Weighted average assumptions used to determine benefit obligations as of December 31				
Discount rate at end of year	4.3%/4.24%/4.18%	3.81%/3.72%/3.75%	4.70 %	4.22 %
Rate of compensation increase	6.0 %	6.0 %	N/A	N/A
Health care cost trend initial rate	N/A	N/A	6.75 %	7.0 %
Ultimate health care cost trend rate reached over ten years	N/A	N/A	5.0 %	5.0 %
Number of years to reach ultimate trend	N/A	N/A	7.0	8
Weighted average assumptions used to determine net periodic benefit cost for year ended				
Discount rate at beginning of year	3.81%/3.72%/3.75%	4.56%/4.24%/4.55%	4.22 %	5.16 %
Expected return on plan assets	8.50 %	8.50 %	N/A	N/A
Rate of compensation increase	6.0 %	6.0 %	N/A	N/A
Initial health care cost trend rate	N/A	N/A	7.0 %	7.25 %
Ultimate health care cost trend rate	N/A	N/A	5.0	5.0
Number of years to reach ultimate trend	N/A	N/A	8	9

Plan Assets

Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long-term rate of return. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (59.8%), fixed income securities (29.7%), commodities (4.3%), hedge funds (6.1%), and cash (0.2%) as of December 31, 2015.

The following table sets forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, 2015 and 2014.

Assets at Fair Values as of December 31, 2015				
	Level 1	Level 2	Level 3	Total
Cash	\$ 148,545	\$ -	\$ -	\$ 148,545
Equity securities	48,938,379	-	-	48,938,379
Fixed income securities	-	24,282,145	-	24,282,145
Hedge funds	-	-	4,973,108	4,973,108
Commodities	3,495,199	-	-	3,495,199
Total assets at fair value	\$ 52,582,123	\$ 24,282,145	\$ 4,973,108	\$ 81,837,376

Assets at Fair Values as of December 31, 2014				
	Level 1	Level 2	Level 3	Total
Cash	\$ 368,764	\$ -	\$ -	\$ 368,764
Equity securities	49,130,795	-	-	49,130,795
Fixed income securities	-	19,148,131	-	19,148,131
Hedge funds	-	2,456,887	2,489,383	4,946,270

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Commodities	6,414,330	-	-	6,414,330
Total assets at fair value	\$ 55,913,889	\$ 21,605,018	\$ 2,489,383	\$ 80,008,290

Fair market values of plan assets are determined based on the nature of the asset category.

Level 1 Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.

Level 3 Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.

The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

	<u>Minimum</u>	<u>Target</u>	<u>Maximum</u>
Domestic stocks	27.5 %	35.0 %	42.5 %
International stocks	20.5 %	28.0 %	35.5 %
Fixed income	25.0 %	30.0 %	35.5 %
Real estate securities	0 %	2.0 %	5.0
Alternatives	0 %	5.0 %	10.0
Money market/cash equivalents	0 %	0 %	10.0

Contributions

The Company expects to contribute approximately \$20,903,000 to the pension plan during fiscal year 2016. (This includes amounts for qualified and nonqualified plans and the SERP.)

Benefits

The Company's expected future benefit payments are as follows:

<u>Years Ending</u>	<u>Postretirement Medical</u>		
	<u>Pension</u>	<u>Medicare</u>	
	<u>Plans</u>	<u>Payments</u>	<u>Subsidy</u>
2016	\$ 6,997,428	\$ 402,199	\$ 36,461
2017	7,888,354	465,952	41,934
2018	9,085,663	537,451	49,731
2019	10,878,255	658,057	60,507
2020	13,638,134	776,695	74,405
2021-2025	86,936,718	6,632,619	652,190

6. Income Taxes

The components of federal, state and foreign income tax expense are:

2015

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	<u>Current</u>	<u>Deferred</u>	<u>Total</u>
Federal	\$ 157,123,000	\$ 13,854,000	\$ 170,977,000
State	13,589,000	682,000	14,271,000
Foreign	3,800	-	3,800
	<u>\$ 170,715,800</u>	<u>\$ 14,536,000</u>	<u>\$ 185,251,800</u>

	<u>Current</u>	<u>2014 Deferred</u>	<u>Total</u>
Federal	\$ 105,640,000	\$ 30,958,000	\$ 136,598,000
State	7,363,000	(12,226,000)	(4,863,000)
Foreign	3,500	-	3,500
	<u>\$ 113,006,500</u>	<u>\$ 18,732,000</u>	<u>\$ 131,738,500</u>

Income tax expense differs from the amount computed by applying the federal statutory rate of 35% to income before income taxes due to the net effects of state income taxes, state tax credits and permanent differences, consisting primarily of nondeductible meals and entertainment and nondeductible officer's life insurance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities presented in the consolidated financial statements and the amounts used for income tax purposes. Deferred tax assets aggregated \$167,882,000 and \$137,267,000 and deferred tax liabilities aggregated \$328,342,000 and \$281,412,000 at December 31, 2015 and 2014, respectively. The principal components of deferred tax assets include state income tax credit carryforwards and certain accruals related to pension, deferred compensation, postretirement health benefits and leases. The principal component of deferred tax liabilities is related to property, plant and equipment.

No valuation allowance was recorded against deferred tax assets at December 31, 2015 or 2014. The Company's management believes it is more likely than not that the existing net deductible temporary differences comprising the total gross deferred tax assets will reverse during periods in which the deferred tax liability is reversing or in which the Company generates net taxable income.

As of December 31, 2014 the Company had accrued interest related to unrecognized tax benefits of \$929,000 recorded on its Consolidated Balance Sheets, of which \$135,000 was recognized in the Consolidated Statements of Comprehensive Earnings as income tax expense. The Company's policy is to record potential penalties and interest related to unrecognized tax benefits as income tax expense in the accompanying financial statements. As of December 31, 2015 the Company had accrued interest related to unrecognized tax benefits of \$1,167,000 recorded on its Consolidated Balance Sheets, of which \$238,000 was recognized in the Consolidated Statements of Comprehensive Earnings as income tax expense.

The Company files federal and state income tax returns in jurisdictions with varying statutes of limitations. As of December 31, 2015, the 2012 through 2015 tax years generally remain subject to examination by federal and most state tax authorities.

The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

7. Related-Party Transactions

One of the Company's principal shareholders owns a substantial interest in a company which sold

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fixtures to the Company aggregating approximately \$14,397,000 and \$14,594,000 during the years ended December 31, 2015 and 2014, respectively. The Company also guarantees this entity's line of credit, with a balance of \$550,000 at December 31, 2015, and a maximum credit limit of \$700,000. Related-party receivables, net, in the amount of \$493,000 and \$312,000 are included in the accompanying consolidated balance sheets at December 31, 2015 and 2014, respectively. The Company leases an airplane from an entity owned by one of the primary shareholders. Lease payments amounted to \$480,000 in both 2015 and 2014.

8. Leases

The Company leases land and retail space for certain restaurant locations under various long-term operating lease agreements. The Company also purchases land for certain restaurant sites. Generally, the Company then constructs a restaurant on the site or in the retail space and, in turn, subleases the restaurant location to a restaurant Franchisee on a month-to-month basis. In 2014 and prior, the Company subleased to Franchisees on otherwise the same rental terms provided in the original lease. Therefore, the Company reported no rent expense or rental income under these operating lease arrangements for the year ended December 31, 2014. Beginning January 1, 2015, Franchisees began operating under a new Franchise Agreement which included a separate

lease/sublease agreement between the Company and the Franchisee. Under these agreements, rent paid by Franchisees to the Company is subject to a maximum of 6% of restaurant sales. Therefore, the Company now reports rental revenue and rental expense within rental income and selling, general, and administrative expenses, respectively, on the statement of comprehensive earnings. Rental income related to free-standing restaurants totaled approximately \$383,700,000 and \$236,238,000 in 2015 and 2014, respectively. Total rent expense for operating leases was approximately \$159,026,000 and \$33,654,000 in 2015 and 2014, respectively.

Several restaurant locations are leased by the Company with terms that require capitalization of the leases. The cost and related accumulated amortization associated with capital leases at December 31, 2015 and 2014 are as follows:

	<u>2015</u>	<u>2014</u>
<u>Leased assets</u>	\$ 9,983,575	\$ 2,712,993
<u>Less: Accumulated amortization</u>	235,996	59,913
	<u>\$ 9,747,579</u>	<u>\$ 2,653,080</u>

The Company's obligations for future minimum payments for various long-term leases, including restaurants and Company-operated locations and excluding any renewal options, at December 31, 2015 are as follows:

	<u>Capita l Leases</u>	<u>Operating Leases</u>
<u>Years Ending December 31,</u>		
<u>2016</u>	\$ 520,126	\$ 107,203,014
<u>2017</u>	520,126	101,925,929
<u>2018</u>	807,626	95,245,136
<u>2019</u>	370,126	89,637,756
<u>2020</u>	385,488	83,881,846
<u>2021 and thereafter</u>	11,294,539	597,300,386
<u>Net minimum lease payments</u>	<u>13,898,031</u>	<u>\$ 1,075,194,067</u>
<u>Less: Amounts representing interest</u>	<u>(5,885,442)</u>	

Chick-fil-A, Inc.
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Present value of net minimum lease payments	<u>\$ 8,012,589</u>
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The Company has various future lease renewal options which would increase the amount of long-term minimum lease payments if the Company elects to exercise those options.

9. Health Insurance Trust

The Company participates in a health insurance trust along with the restaurant Franchisees. Premiums are paid to the health insurance trust by the participants to fund future claims. Individual claims up to \$250,000 are paid by the health insurance trust, while claims in excess of this deductible are paid by a third-party stop-loss insurer. Premiums paid to the health insurance trust by the Company totaled \$20,065,000 and \$16,392,000 during 2015 and 2014, respectively. These premiums accounted for approximately 33% and 31% of the total amount paid to the health insurance trust by all participants during 2015 and 2014, respectively. A liability of approximately \$1,613,000 and \$673,600 existed as of December 31, 2015 and 2014, respectively, which is included within accrued expenses and obligations on the consolidated balance sheets.

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Notes to Consolidated Financial Statements
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10. Letters of Credit

The Company has established various letters of credit, as required by certain insurance policies held for general liability and worker's compensation coverage, which guarantee payment of claims to third-party insurers. Such letters of credit totaled approximately \$20,288,000 and \$628,000 at December 31, 2015 and 2014, respectively.

11. Commitments and Contingencies

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

The Company provides estimated purchase levels to certain suppliers (i.e. menu item ingredients) that could result in contingent liabilities if restaurant demand does not meet or exceed those estimates. In the opinion of Management, these commitments will not have a material effect on the Company's consolidated financial position.

The Company serves as a guarantor for a loan to a local college. The Company's guarantee is limited to \$4,700,000 and decreases as the loan is paid by the college. The Company's commitment is guaranteed by a group of committed college donors, so Management does not believe this will have a material effect on the Company's consolidated financial position.

12. Subsequent Events

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March 28, 2016, the report issuance date. No material subsequent events were noted through this date that would materially affect the financial statements or require additional disclosure.

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Chick-fil-A, Inc.
Consolidated Balance Sheets
December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>Assets</u>		
Cash and cash equivalents	\$ 301,832,216	\$ 225,646,294
Receivables	32,642,766	27,528,512
Inventories	6,666,124	6,501,698
Property and equipment, at cost		
Leased to restaurant Franchisees		
Land	538,663,085	496,616,260
Capital leases	2,535,016	2,535,016
Buildings	799,391,562	683,165,795
Leasehold improvements	1,104,824,741	970,756,830
Fixtures and equipment	475,124,506	418,986,164
Equipment in storage and construction in progress	90,166,501	71,940,357
Office land, buildings, fixtures, and equipment	222,060,913	218,015,643
Capital leases	177,977	154,763
	<u>3,232,944,301</u>	<u>2,862,170,828</u>
Less: Accumulated depreciation and amortization	800,140,333	715,978,080
Net property and equipment	<u>2,432,803,968</u>	<u>2,146,192,748</u>
Investments	117,965,577	114,504,838
Cash surrender value of life insurance	69,992,318	74,460,208
Prepaid expenses and other assets	62,901,334	38,004,096
Income taxes receivable	43,642,187	=
Total assets	<u>\$ 3,068,446,490</u>	<u>\$ 2,632,838,394</u>

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
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	<u>2014</u>	<u>2013</u>
<u>Liabilities and Stockholders' Equity</u>		
Accounts payable		
<u>Due to restaurant Franchisees</u>	<u>\$ 85,355,286</u>	<u>\$ 70,509,784</u>
<u>Restaurant activity liability</u>	<u>65,681,181</u>	<u>60,055,928</u>
<u>Other</u>	<u>200,466,799</u>	<u>165,520,713</u>
<u>Total accounts payable</u>	<u>351,503,266</u>	<u>296,086,425</u>
Notes Payable	<u>100,000,000</u>	<u>=</u>
Obligations under capital leases	<u>2,162,373</u>	<u>2,223,086</u>
Accrued expenses and obligations	<u>349,556,093</u>	<u>310,056,829</u>
Income taxes payable	<u>=</u>	<u>6,872,146</u>
Deferred income taxes	<u>144,145,000</u>	<u>132,302,000</u>
Franchisees' deposits	<u>6,886,421</u>	<u>6,535,692</u>
Dividends payable	<u>188,958</u>	<u>189,558</u>
<u>Total liabilities</u>	<u>954,442,111</u>	<u>754,265,736</u>
<u>Stockholders' equity Common stock</u>		
<u>Voting shares of \$.01 par value; 20,000,000 shares authorized;</u>		
<u>110,806 shares in 2014 and 2013 issued and outstanding</u>	<u>1,108</u>	<u>1,108</u>
<u>Nonvoting shares of \$.01 par value; 180,000,000 shares</u>		
<u>authorized; 94,368,117 shares in 2014 and 94,668,117</u>		
<u>shares in 2013 issued and outstanding</u>	<u>943,681</u>	<u>946,681</u>
Additional paid-in capital	<u>2,392,514</u>	<u>2,392,514</u>
Accumulated other comprehensive loss	<u>(65,668,261)</u>	<u>(51,161,908)</u>
Retained earnings	<u>2,176,335,337</u>	<u>1,926,394,263</u>
<u>Total stockholders' equity</u>	<u>2,114,004,379</u>	<u>1,878,572,658</u>
<u>Total liabilities and stockholders' equity</u>	<u>\$ 3,068,446,490</u>	<u>\$ 2,632,838,394</u>

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Comprehensive Earnings
Years Ended December 31, 2014 and 2013

	2014	2013
Revenue and income		
Income from restaurants		
Base operating service charge fees	\$ 807,485,061	\$ 706,904,338
Company's share of additional Additional operating	381,241	306,280,083
Rental income	-	-
	<u>1,424,964,444</u>	<u>1,216,081,525</u>
Other sales, including sales from company-operated restaurants	174,156,128	147,210,750
Other income	-	-
Total revenue and income	<u>-</u>	<u>-</u>
Costs and expenses		
Cost of sales, including cost of sales from		
company-operated restaurants	122,496,013	104,968,804
Selling, general, and administrative expenses	894,748,584	710,622,178
Depreciation and amortization	194,553,463	171,695,924
Interest	-	-
Total costs and expenses	<u>-</u>	<u>-</u>
Earnings before contributions, scholarships, and		
income taxes	423,724,521	417,563,064
Contributions and scholarships	-	-
Earnings before income taxes	<u>388,465,532</u>	<u>377,931,867</u>
Income taxes	-	-
Net earnings	<u>\$ 256,727,032</u>	<u>\$ 230,829,867</u>
Other comprehensive (loss) income, before tax		
Defined benefit pension plan	(19,500,143)	13,048,601
Nonqualified deferred compensation plan	1,451,657	(729,300)
Supplemental executive retirement plan	(1,889,448)	2,664,472
Postretirement medical plan	-	-
Other comprehensive (loss) income, before income taxes	<u>(22,485,353)</u>	<u>7,229,429</u>
Income taxes	7,979,000	-
Other comprehensive (loss) income, net of income taxes	<u>-</u>	<u>4,511,429</u>
Comprehensive income	<u>\$ 242,220,679</u>	<u>\$ 235,341,296</u>

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Comprehensive Earnings
Years Ended December 31, 2014 and 2013

~~The accompanying notes are an integral part of these consolidated financial statements.~~

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The accompanying notes are an integral part of these consolidated financial statements.

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Chick-fil-A, Inc.
Consolidated Statements of Stockholders' Equity
Years Ended December 31, 2014 and 2013

	Common Stock	Voting	Nonvoting	Additional Paid-in Capital
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Accumulated			<u>Paid-in</u>	Comprehensive	Retained
<u>Additional</u>	Other				
		<u>Voting</u>	<u>Nonvoting</u>	<u>Capital</u>	Loss
					Earnings

Total

Balances at December 31, 2012	\$	1,108	\$ 2,392,514	<u>\$ 2,392,514</u>	\$ (55,673,337)	\$ 1,702,633,456	\$ 1,650,304,246
Comprehensive Income	=	=	=	=	4,511,429	230,829,867	235,341,296
Dividends	=	=	=	=	=	(189,558)	(189,558)
Purchase and retirement of 382,407 shares of nonvoting common stock	=	=	=	=	=	(189,558)	(189,558)
Dividends	=	=	=	=	=	(189,558)	(189,558)
Purchase and retirement of 382,407 shares of nonvoting common stock	=	=	=	=	=	(189,558)	(189,558)
Balances at December 31, 2013	\$	1,108	\$ 2,392,514	<u>\$ 2,392,514</u>	\$ (51,161,908)	\$ 1,926,394,263	\$ 1,878,572,658
Comprehensive Income	=	=	=	=	(14,506,353)	256,727,032	242,220,679
Dividends	=	=	=	=	=	(188,958)	(188,958)
Purchase and retirement of 300,000 shares of nonvoting common stock	=	=	=	=	=	(6,597,000)	(6,600,000)
shares of nonvoting common stock	=	=	=	=	=	(6,597,000)	(6,600,000)
Balances at December 31, 2014	\$	1,108	\$ 943,681	<u>\$ 2,392,514</u>	\$ (65,668,261)	\$ 2,176,335,337	\$ 2,114,004,379

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.

Consolidated Statements of Cash Flows

Years Ended December 31, 2014 and 2013

Years Ended December 31, 2014 and 2013

2014

2013

~~Cash flows from operating activities~~ ~~Net earnings~~ ~~Adjustments to~~
~~reconcile net earnings to net cash provided by operating activities~~
~~Depreciation and amortization~~
~~Loss on disposal of property and equipment~~ ~~Deferred income taxes~~
~~Unrealized gain on investments~~ ~~Changes in assets and liabilities~~
~~Receivables~~ ~~Inventories~~
~~Prepaid expenses and other assets~~
~~Accounts payable~~
~~Accrued expenditures~~ ~~Income taxes payable/receivable~~ ~~Operators'~~
~~deposits~~
~~Net cash provided by operating activities~~

~~Cash flows from investing activities~~ ~~Proceeds from sale of property and~~
~~equipment~~ ~~Purchase of property and equipment~~ ~~Increase (decrease) in cash~~
~~surrender value of life insurance~~ ~~Contributions to investments~~
~~Withdrawals from investments~~

~~Net cash used in investing activities~~

~~Cash~~ ~~from~~ ~~activities~~ ~~Proceed~~ ~~fro~~ ~~notes~~
~~payments~~

~~\$ 256,727,032~~ ~~\$ 230,829,867~~

194,553,463	171,695,924	19,927,151	13,778,018	18,732,000	15,700,000
	(3,203,181)	(9,716,323)			
	(2,179,916)	(5,174,680)			
(164,425)	1,565,353	(31,543,020)	(4,802,177)	55,416,840	51,898,342
		46,067,129	(49,424,333)	14,142,996	18,009,152
350,730	345,467				
477,201,493	526,329,916				

	2,032,892	1,364,568
	(500,233,669)	(439,330,233)
	4,467,890	(5,045,781)
15,708,912	(15,966,470)	(12,370,930)
656,948		
(493,990,445)	(454,725,428)	

100,000,000	(238,691)	(379,019)
	(6,600,000)	(6,883,326)
(189,558)		

92,971,751

~~(7,262,345)~~

~~Effect of exchange rate changes on cash and cash equivalents~~

<u>3,123</u>	
<u>Net increase in cash and cash equivalents</u>	

76,185,922

64,342,143

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Cash paid during the year for

██████████

██████████ ██████████

225,646,294 161,304,151

\$ 301,832,216 \$ 225,646,294

~~177,977-188,958~~
(995,241)

2,535,016 189,558 3,982,197

	<u>2014</u>	<u>2013</u>
<u>Cash flows from operating activities</u>		
Net earnings	\$ 256,727,032	\$ 230,829,867
Adjustments to reconcile net earnings to net cash provided by operating activities		
Depreciation and amortization	194,553,463	171,695,924
Loss on disposal of property and equipment	19,927,151	13,778,018
Deferred income taxes	18,732,000	15,700,000
Unrealized gain on investments	(8,667,347)	(14,762,104)
Changes in assets and liabilities		
Receivables	(2,179,916)	(5,174,680)
Inventories	(164,425)	1,565,353
Prepaid expenses and other assets	(31,543,020)	(4,802,177)
Accounts payable	55,416,840	51,898,342
Accrued expenditures	18,009,152	46,067,129
Income taxes payable/receivable	(49,424,333)	14,142,996
Franchisees' deposits	350,730	345,467
Net cash provided by operating activities	471,737,327	521,284,135
<u>Cash flows from investing activities</u>		
Proceeds from sale of property and equipment	2,032,892	1,364,568
Purchase of property and equipment	(500,233,669)	(439,330,233)
Proceeds from life insurance policies	9,932,056	=
Contributions to investments	(15,966,470)	(12,370,930)
Withdrawals from investments	15,708,912	656,948
Net cash used in investing activities	(488,526,279)	(449,679,647)
<u>Cash flows from financing activities</u>		
Proceeds from notes payable	100,000,000	=
Principal payments under capital lease obligations	(238,691)	(379,019)
Purchase and subsequent retirement of treasury stock	(6,600,000)	(6,883,326)
Dividends paid	(189,558)	=
Net cash provided by financing activities	92,971,751	(7,262,345)
Effect of exchange rate changes on cash and cash equivalents	3,123	=
Net increase in cash and cash equivalents	76,185,922	64,342,143
<u>Cash and cash equivalents</u>		
Beginning of year	225,646,294	161,304,151
End of year	\$ 301,832,216	\$ 225,646,294
<u>Supplemental disclosure of cash flow information</u>		
Cash paid during the year for		
Interest	\$ -	12,365
Income taxes	162,430,832	118,840,951
<u>Supplemental disclosure of noncash transactions financing and investing activities</u>		
Acquisitions of property and equipment through capital leases	177,977	2,535,016
Dividends declared but not paid	188,958	189,558
Change in unpaid acquisitions of property and equipment	(995,241)	3,982,197

The ~~accompanying~~ accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

December 31, 2014 and 2013

1. ~~4.~~ Summary of Significant Accounting Policies

Chick-fil-A, Inc. and subsidiaries (collectively, the Company) provides consulting services and leases property, equipment, and leasehold improvements to ~~Operators~~ Franchisees of Chick-fil-A restaurants located in 38 states throughout the United States. The Company receives operating service ~~charges~~ fees from the ~~Operators~~ Franchisees as defined in the ~~Operator~~ Franchise Agreement. There were 1,595 and 1,507 Chick-fil-A restaurants operating at December 31, 2014 and 2013, respectively. Total system-wide sales generated from these restaurants during 2014 and 2013 approximated \$5,492,830,000 and \$4,805,536,000, respectively. The Company has also licensed its brand through strategic partnerships with contract food service management companies. At December 31, 2014 and 2013, there were 274 and 251, respectively, outlets operating, the majority of which were on college campuses. Therefore, Chick-fil-A products are currently available in 41 states and the District of Columbia, as well as one licensed location in Calgary, Alberta, Canada.

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America. The following is a description of the more significant of these policies.

Principles of Consolidation

The consolidated financial statements include the financial statements of Chick-fil-A, Inc. and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company's operations.

~~Recognition of Income from Restaurants~~

~~_____~~ The monthly base operating service ~~charge~~ fee, which includes rentals on equipment leased to ~~Operators~~ Franchisees, is calculated as a percentage of sales of each restaurant. In addition to the base ~~_____~~ operating service ~~charge~~ fee, the Company receives 50% of the net profit of the restaurants, as defined ~~_____~~ in each ~~Operator~~ Franchise Agreement. Each restaurant's net profit, as defined, is determined on a monthly basis, after deduction of the base operating service ~~charge~~ fee and provision for a base profit draw to each Franchisee.

~~_____~~ For restaurants with net losses (after deduction of the base operating service ~~charge~~ fee and a base ~~-profit~~ draw ~~it has been~~ to the Franchisee), it has been the Company's practice to reduce the base operating ~~_____~~ service ~~charge~~ fee to the extent necessary to reduce the net operating loss of the restaurant to zero.

~~The Company builds and owns its free-standing~~ The Company builds and owns its free-standing restaurants. The Company leases these ~~_____~~ properties to ~~Operators~~ Franchisees on a month-to-month basis.

Company ~~owns~~ Restaurants

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

All restaurants temporarily without a franchisee are considered Company-operated restaurants. Sales and expenses relating to these Company-operated restaurants have been reflected in the accompanying consolidated financial statements for the period operated.

Pension, Postretirement, and Postemployment Benefits Plans

The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension

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plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of accumulated comprehensive loss in stockholders' equity. See Note 4 for additional information.

Cash and Cash Equivalents

The Company has reclassified checks issued but not yet presented for payment as accounts payable in the accompanying consolidated balance sheets. Outstanding checks totaled approximately \$26,875,000 and \$26,515,000 at December 31, 2014 and 2013, respectively.

Property and Equipment

Property and equipment are stated at cost. Property under capital leases is stated at the present value of minimum lease payments. Depreciation expense of property and equipment is calculated by using the straight-line method over the estimated useful lives of the assets. Property held under capital lease and leasehold improvements are amortized using the straight-line method over the shorter of the lease term, including any renewal options, or estimated useful life of the asset. Estimated useful lives of property and equipment are as follows:

Buildings and leasehold improvements 10-30 years
Restaurant fixtures and equipment 7 years
Office furniture, fixtures, and equipment 10 years

Computer hardware and software

~~Property and equipment that become fully depreciated are written off annually.~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~10-30 years~~
~~7 years~~ 10 years 3, 5 years

Inventories

~~Inventories principally supplies and~~ Inventories, principally supplies and equipment, are valued at the lower of average cost or market (net realizable value).

Accrued Compensated Absences and Incentive Compensation

The Company has in place an accrued compensated absence policy under which employees may ~~earn~~ carry a certain number of vacation ~~days~~ days into the subsequent year. The Company records a liability for this amount based on the ~~pay~~ pay rates in effect for each individual employee at the end of each ~~year~~ year. Certain of the ~~Company's employees~~ Company's employees participate in an incentive compensation plan. Amounts paid for accrued compensated absences for these employees include an incentive component. ~~The incentive compensation component of the Company's accrued compensated absences is not reasonably estimable due to the fact that this amount is subject to the Company's monthly future earnings levels.~~ Amounts paid for accrued compensated absences for these employees include an incentive component calculated based on the incentive compensation formula in effect. The incentive compensation component of the Company's accrued compensated absences is not reasonably estimable due to the fact that this amount is subject to the Company's monthly future earnings levels.

Impairment or Disposal of Long-Lived Assets

In accordance with ASC 360, *Property, Plant, and Equipment*, long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and are no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet.

Advertising

The Company expenses advertising costs as incurred. Total advertising expense was approximately \$66,087,000 and \$36,394,000 in 2014 and 2013, respectively. Amounts received from vendors as reimbursements for advertising costs are passed through to the ~~Operators~~ Franchisees and are not reflected in the accompanying consolidated statements of comprehensive earnings.

Income Taxes

The Company files a consolidated federal income tax return.

The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income taxes* Taxes, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that ~~position is more likely than not of being sustained~~ position is more likely than not of being sustained on audit, based on the technical merits of the position.

~~The Company accounts for income taxes in accordance with ASC 740, Income Taxes, which uses the liability method to recognize deferred tax assets and liabilities.~~ The Company accounts for income taxes in accordance with ASC 740, Income Taxes, which uses the asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

December 31, 2014 and 2013

rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Financial Instruments

The carrying value of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

For cash and cash equivalents, receivables, accounts payable, and notes payable, the carrying amount approximates fair value because of the short maturity of these instruments.

For cash surrender value of life insurance, the fair value, which approximates the carrying value, is determined as the present value of expected cash flows discounted at rates currently being offered on similar instruments.

Investments are recorded at fair value, which is determined by the market price of the underlying investment vehicle, such as stock or mutual fund share price.

Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ from those estimates.

2. Due to Restaurant Operators Franchisees

The balance due to Operators Franchisees reflects the net result primarily of the following activities: cash deposits and credit card settlements made by the Operators into the Company's account; disbursements made by the Operators Franchisees that have been presented for payment; revenues earned other unpaid obligations of the restaurants, the largest of which is Franchisee profits from restaurant operations; and expenses paid by the Company on behalf of the Operators Franchisees.

3. Restaurant Activity Liability

Restaurant Activity Liability is made up of amounts payable to third parties (not Franchisees) that originated in the restaurants. Amounts due to restaurant vendors and tax authorities are included here, along with accruals funded by restaurant markets for market or chain-wide purchases of products and services at the discretion of Franchisee representatives.

4. Notes Payable

On October 5, 2011, the Company established two uncollateralized credit agreements, one for \$100,000,000 expiring October 5, 2014 and one for \$50,000,000 expiring October 5, 2016. On July 3, 2013, the Company increased the \$100,000,000 credit agreement to \$150,000,000 and extended the expiration date to July 3, 2018. Also, on November 19, 2013, the Company extended the expiration date of the \$50,000,000 credit agreement to November 19, 2018. The outstanding balances as of December 31, 2014 and 2013 related to these agreements were \$100,000,000 and \$0, respectively, at an interest

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

December 31, 2014 and 2013

rate of 0.92%

In connection with the credit agreements, the Company agreed to certain financial covenants related to certain financial ratios. The Company was in compliance with these covenants as of ~~December 31, 2014~~ December 31, 2014.

5. ~~Employee~~ Employee Benefit Plans

The Company has a qualified contributory profit sharing plan covering substantially all employees. The Company matches dollar for dollar up to 5% of eligible compensation contributed by each employee. The Company's contributions amounted to approximately \$6,598,000 and \$5,996,000 during the years ended December 31, 2014 and 2013, respectively.

The Company also has a qualified defined benefit pension plan covering substantially all employees. The plan provides a defined benefit based on years of service and highest average compensation during a five ~~year~~ year period.

~~The Company also has a nonqualified deferred compensation plan that is an unfunded, nonqualified, deferred compensation arrangement for a select group of employees earning~~ The Company also has a nonqualified, deferred compensation arrangement for a select group of employees earning

amounts in excess of that allowed for tax-deductible funding under existing Internal Revenue Service regulations. (1) The plan includes a supplemental benefit which is offered to supplement the qualified, defined benefit pension plan. Benefits under this nonqualified arrangement are ~~not~~ consistent with those offered under the defined benefit pension plan. (2) This plan also includes a defined contribution benefit that allows employees the option of making voluntary contributions of ~~up to 5% of their annual salary (in excess of IRS maximum compensation income limits)~~ up to 5% of their annual salary (in excess of IRS maximum compensation income limits) to the plan to which the Company matches the employees' contributions. Contributions made to the plan are invested and administered through a Rabbi Trust. The trust cannot be revoked by the Company. ~~Amounts accrued under this plan were \$17,966,000 and \$14,505,000 as of December 31, 2014 and 2013, respectively, and are included in accrued expenses and obligations in the accompanying balance sheets. Income earned on investments under the Rabbi Trust was \$3,203,000 and \$9,716,000 for the years ended December 31, 2014 and 2013, respectively, and is included within other income on the Consolidated Statement of Comprehensive Earnings. All plan assets invested through the Rabbi Trust qualify as Level 1 or Level 2 assets within the fair value hierarchy and have been reflected at their fair market value on the consolidated balance sheets as of December 31, 2014 and 2013.~~

Also, certain members of senior management are participants in a supplemental executive retirement plan (SERP) provided by the Company. Participants vest in the SERP upon remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP agreement and are in the form of a monthly payment upon retirement and a death benefit payable to a beneficiary designated by each participant. The Company recognized compensation expense of approximately \$659,000 and \$549,000 during 2014 and 2013, respectively, in connection with the SERP. Amounts accrued under the SERP totaled approximately \$17,176,000 and \$14,984,000 at December 31, 2014 and 2013, respectively.

Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service may participate and may cover eligible dependents. Participants contribute the prevailing composite single or family premium rate until age 62. There is no premium contributed by the participants after age 62. The following table sets forth the amounts recognized in the Company's consolidated balance sheets for the postretirement health care plan at December 31, 2014 and 2013.

The amounts in accumulated other comprehensive loss that are expected to be recognized as components of net periodic benefit cost during the next fiscal year are as follows:

Pension	Postretirement	Total
---------	----------------	-------

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

<u>Prior service cost</u>	\$ 966,404	\$ 611,045	\$ 1,577,449
	4,524,895	580,901	5,105,796

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<u>Prior service cost</u>	<u>\$ 966,404</u>	<u>\$ 611,045</u>	<u>\$ 1,577,449</u>
<u>Actuarial loss</u>	<u>4,524,895</u>	<u>580,901</u>	<u>5,105,796</u>

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets at December 31, 2014 and 2013, respectively.

	<u>Pension Plans</u>		<u>Postretirement Medical Plan</u>	
	2014	2013	2014	2013
Change in benefit obligations-				
Benefit obligation at end of prior year	\$181,566,570	\$174,276,132	\$70,476,480	\$42,379,070
Service cost	12,503,105	12,280,590	5,246,393	4,879,157
Interest cost	7,931,420	6,469,438	3,106,552	2,653,996
Plan participants' contributions			12,000	41,635
Amendments	(6,272)			3,218,643
Actuarial loss/(gain)	19,007,699	(8,173,458)	3,184,302	17,536,315
Retiree drug subsidy received	N/A	N/A	40,220	26,356
Benefits paid	<u>(5,539,980)</u>	<u>(3,286,132)</u>	<u>(322,500)</u>	<u>(258,692)</u>
Benefit obligation at December 31	<u>\$215,462,542</u>	<u>\$181,566,570</u>	<u>\$81,743,447</u>	<u>\$70,476,480</u>
Change in plan assets				
Fair value of plan assets at end of prior year	\$71,307,815	\$56,288,619	\$	\$
Actual return on plan assets	1,644,268	4,118,601		
Employer contributions	12,596,187	14,186,727	270,280	190,704
Plan participants' contributions			12,000	41,635
Retiree drug subsidy received	N/A	N/A	40,220	26,356
Benefits paid	<u>(5,539,980)</u>	<u>(3,286,132)</u>	<u>(322,500)</u>	<u>(258,692)</u>

Chick-fil-A Inc.

Notes
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Fair value of plan assets at December 31	<u>\$80,008,290</u>	<u>\$71,307,815</u>	<u>\$ -</u>	<u>\$ -</u>
Funded status	\$ (135,454,252)	\$ (110,258,755)	\$ (81,743,447)	\$ (70,476,480)
Accumulated benefit obligation end of year	\$149,918,304	\$136,001,966	N/A	N/A

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Pension Plans

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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~~2013~~

Chick-fil-A, Inc.
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Postretirement Medical Plan 2014 2013 2014 2013

Change in benefit obligations				
Benefit obligation at end of prior year	\$ 181,566,570	\$ 174,276,132	\$ 70,476,480	\$ 42,379,070
Service cost	12,503,105	12,280,590	5,246,393	4,879,157
Interest cost	7,931,420	6,469,438	3,106,552	2,653,996
Plan participants' contributions	=	=	12,000	41,635
Amendments	(6,272)	=	=	3,218,643
Actuarial loss/(gain)	19,007,699	(8,173,458)	3,184,302	17,536,315
Retiree drug subsidy received	N/A	N/A	40,220	26,356
Benefits paid	(5,539,980)	(3,286,132)	(322,500)	(258,692)
Benefit obligation at December 31	\$ 215,462,542	\$ 181,566,570	\$ 81,743,447	\$ 70,476,480
Change in plan assets				
Fair value of plan assets at end of prior year	\$ 71,307,815	\$ 56,288,619	\$ -	\$ -
Actual return on plan assets	1,644,268	4,118,601	=	=
Employer contributions	12,596,187	14,186,727	270,280	190,701
Plan participants' contributions	=	=	12,000	41,635
Retiree drug subsidy received	N/A	N/A	40,220	26,356
Benefits paid	(5,539,980)	(3,286,132)	(322,500)	(258,692)
Fair value of plan assets at December 31	\$ 80,008,290	\$ 71,307,815	\$ -	\$ -
Funded status	\$ (135,454,252)	\$ (110,258,755)	\$ (81,743,447)	\$ (70,476,480)
Accumulated benefit obligation end of year	\$ 149,918,304	\$ 136,001,966	N/A	N/A

	Pension Plans		Postretirement Medical Plan 2014	
	2013	2014	2013	
Amounts recognized in accumulated other comprehensive loss consists of				
Prior service cost	\$ 3,850,230	\$ 4,501,328	\$ 4,131,147	\$ 4,742,192
Net actuarial loss		56,083,440		16,662,948
Total (before tax effect)	\$ 80,522,702	\$ 60,584,768	\$ 23,952,559	\$ 21,405,140
Components of net periodic benefit cost				
Service cost	\$ 12,503,105	\$ 12,280,590	\$ 5,246,393	\$ 4,879,157
benefit cost				
Service cost	\$12,503,10	\$		
Interest cost	7,931,420	6,469,438	3,106,552	2,653,996
Expected return on plan assets	(6,056,723)	(4,902,531)	=	=
Amortization of prior service cost	644,826	646,378	611,045	469,411
Recognized actuarial loss	2,831,122			441,219
Net periodic benefit cost	\$ 17,853,750	\$ 20,272,721	\$	\$ 8,443,783
One-time charge for change in assumptions	=	=	12,089,984	12,089,984
Total expense	\$ 17,853,750	\$ 20,272,721	\$ 8,989,828	\$ 20,533,767
Weighted average assumptions used to determine benefit obligations as of December 31				
Discount rate	3.81%/3.72%/3.75	4.56%/4.24%/4.55	4.22	

Rate of compensation increase
Health care cost trend initial rate-Ultimate health care cost

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~~6.00 % 6.00 %~~
~~N/A N/A~~

Chick-fil-A, Inc.
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~~N/A~~

~~7.00%~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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~~trend rate reached over ten years. Number of years to reach ultimate trend~~ ~~Weighted average assumptions used to determine net~~ ~~periodic benefit cost for year ended~~ ~~obligations as of~~ ~~December 31~~ ~~N/A 7.25 %~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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N/A N/A

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Discount rate Expected return on plan assets Rate of compensation increase Initial health care cost trend rate Ultimate health care cost trend rate N/A N/A
 Number of years to reach ultimate trend

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~4.56%/4.24%/4.55% — 3.70%/3.45%/3.61%~~
~~8.50 % 8.50 %~~
~~6.00 % 6.00 %~~
~~N/A — N/A N/A — N/A N/A — N/A~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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6.16 %

N/A N/A 7.25 %
~~5.00~~ %
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Chick-fil-A, Inc.
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4.54 % N/A N/A 7.50 %

5.00 %

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Discount rate	3.81%/3.72%/3.75%	4.56%/4.24%/4.55%	4.22 %	5.16 %
Rate of compensation increase	6.0 %	6.0 %	N/A	N/A
Health care cost trend initial rate	N/A	N/A	7.0 %	7.25 %
Ultimate health care cost trend rate reached over ten years	N/A	N/A	5.0 %	5.0 %
Number of years to reach ultimate trend	N/A	N/A	8	9
Weighted average assumptions used to determine net periodic benefit cost for year ended December 31				
Discount rate	4.56%/4.24%/4.55%	3.70%/3.45%/3.61%	5.16 %	4.54 %
Expected return on plan assets	8.50 %	8.50 %	N/A	N/A
Rate of compensation increase	6.0 %	6.0 %	N/A	N/A
Initial health care cost trend rate	N/A	N/A	7.25 %	7.50 %
Ultimate health care cost trend rate	N/A	N/A	5.0 %	5.0 %
Number of years to reach ultimate trend	N/A	N/A	9	10

Plan Assets

Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long-term rate of return. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (61%), fixed income securities (24%), commodities (8%), hedge funds (6%), and cash (1%) as of December 31, 2014.

The following table sets forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, 2014 and 2013.

Assets at Fair Values as of December 31, 2014				
	Level 1	Level 2	Level 3	Total
Cash				
Equity securities				
Fixed income securities				
Hedge funds				
Commodities				
Total assets at fair value				
Cash	\$ 368,764			\$ 368,764
Equity securities	49,130,795			49,130,795
Fixed income securities		19,148,131		19,148,131
Hedge funds		2,456,887	2,489,383	4,946,270
Commodities				6,414,330
Total assets at fair value	\$ 55,913,880	\$ 21,605,018	\$ 2,489,383	\$ 80,008,290
Cash	\$ 13,262,061			\$ 13,262,061
Equity securities	34,470,413			34,470,413
Fixed income securities		14,606,841		14,606,841
Hedge funds		2,342,664	2,258,310	4,600,974
Commodities				4,367,526
Total assets at fair value	\$ 52,100,000		\$ 2,258,310	\$ 54,358,310

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\$ 71,307,815

Cash	\$13,262,061	\$	\$\$13,262,061
Equity securities	34,470,413		34,470,413
Fixed income securities		14,606,841	14,606,841
Hedge funds		2,342,664	2,258,310
Commodities	<u>4,367,526</u>	<u></u>	<u>4,367,526</u>
Total assets at fair value	\$52,100,000	\$16,949,505	\$2,258,310 \$71,307,815

Fair market values of plan assets are determined based on the nature of the asset category.

- Level 1 Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2 Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.
- Level 3 Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.

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The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

Minimum

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Target

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				Maximum
Domestic stocks	1	15 %	30	55
International stocks	1	10 %	30	50
Fixed income	1	10 %	25	60
Real estate securities		0 %	5	15
Alternatives		0 %	10	25
Money market/Cash equivalents		0 %	0	10
			0%	0%

Contributions

The Company expects to contribute approximately \$6,605,000 to the pension plan during fiscal year 2015. (This includes amounts for qualified and non-qualified plans and the SERP.)

Benefits

The Company's expected future benefit payments are as follows:

Pension

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Notes to Consolidated Financial Statements
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	<u>Postretirement Medical</u>
<u>Pension</u>	<u>Medicare</u>
	Plans

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Payments

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	Subsidy		
Years Ending			
2015	\$ 7,985,950	\$ 409,744	\$ 37,941
2016	7,873,438	472,869	43,590
2017	9,805,485	579,539	52,489
2018	11,094,000	680,027	64,182
2019	13,602,739	855,490	81,928
2020-2024	76,841,953	6,465,203	660,524

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6. Income Taxes

The components of federal, state and foreign income tax expense are:

	2014		
	Current	Deferred	Total
	201		
	Current	Deferred	Total
Federal	\$ 105,640,000	\$ 30,958,000	\$ 136,598,000
State	7,363,000	(12,226,000)	(4,863,000)
Foreign	-	-	-
	\$113,006,500	\$18,732,000	\$131,738,500
	201		
	Current	Deferred	Total
Federal	\$120,172,000	\$13,583,000	\$133,755,000
State	11,230,000	2,117,000	13,347,000
Foreign	-	-	-

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Notes to Consolidated Financial Statements
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	-\$131,402,000	\$15,700,000	\$147,102,000
	2013		
	Current	Deferred	Total
<u>Federal</u>	<u>\$ 120,172,000</u>	<u>\$ 13,583,000</u>	<u>\$ 133,755,000</u>
<u>State</u>	<u>11,230,000</u>	<u>2,117,000</u>	<u>13,347,000</u>
<u>Foreign</u>	<u>=</u>	<u>=</u>	<u>=</u>
	<u>\$ 131,402,000</u>	<u>\$ 15,700,000</u>	<u>\$ 147,102,000</u>

Income tax expense differs from the amount computed by applying the federal statutory rate of 35% to income before income taxes due to the net effects of state income taxes, state tax credits and permanent differences, consisting primarily of non-deductible meals and entertainment and non-deductible officer's life insurance.

~~Deferred income taxes~~ Deferred income taxes reflect the net ~~tax~~ tax effects of temporary differences between the carrying amount of assets and liabilities presented in the consolidated financial statements and the amounts used for income tax purposes. Deferred tax assets aggregated \$137,267,000 and \$111,887,000 and deferred tax liabilities aggregated \$281,412,000 and \$244,189,000 at December 31, 2014 and 2013, respectively. The principal components of deferred tax assets include state income tax credit carryforwards and certain accruals related to pension, deferred compensation, and postretirement health benefits. The principal component of deferred tax liabilities is related to ~~Property Plant and~~ property, plant and equipment.

~~No valuation allowance was recorded against deferred~~ No valuation allowance was recorded against deferred tax assets at December 31, 2014 or 2013. ~~The Company's management believes~~ The Company's management believes it is ~~more~~ more likely than not that the existing net deductible temporary differences comprising the total gross deferred tax assets will reverse during periods in which the deferred tax liability is reversing or in which the Company generates net taxable income.

~~As of December 31, 2013 the Company had accrued~~ As of December 31, 2013 the Company had accrued interest related to unrecognized tax benefits of \$794,000 recorded on its Consolidated Balance Sheets. The Company's policy is to record ~~potential~~ potential penalties ~~and~~ and interest ~~related to unrecognized~~ related to unrecognized tax benefits as income tax expense in the ~~accompanying financial~~ accompanying financial statements. ~~As of December 31, 2014 the Company had accrued interest related to unrecognized tax benefits of \$929,000 recorded on its Consolidated Balance Sheets, of which \$185,000 was recognized~~ As of December 31, 2014 the Company had accrued interest related to unrecognized tax benefits of \$929,000 recorded on its Consolidated Balance Sheets, of which \$185,000 was recognized in the ~~Consolidated~~ Consolidated Statements of Comprehensive Earnings as income tax expense.

The Company files federal and state income tax returns in jurisdictions with varying statutes of limitations. As of December 31, 2014, the 2011 through 2014 tax years generally remain subject to examination by federal and most state tax authorities.

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Notes to Consolidated Financial Statements
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The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

7. Related-Party Transactions

One of the Company's principal shareholders owns a substantial interest in a company which sold fixtures to the Company aggregating approximately \$14,594,000 and \$9,525,000 during the years ended December 31, 2014 and 2013, respectively. [The Company also guarantees this entity's line of credit, with a balance of \\$550,000 at December 31, 2014 and a maximum credit limit of \\$700,000.](#)

Related-party receivables, net, in the amount of \$312,000 and \$434,000 are included in the accompanying consolidated balance sheets at December 31, 2014 and 2013, respectively.

The Company leases an airplane from an entity owned by one of the primary shareholders. Lease payments amounted to \$480,000 in both 2014 and 2013.

8. Leases

The Company leases certain restaurant locations under various long-term operating lease agreements. Most restaurant locations are, in turn, subleased to ~~Operators~~Franchisees on a month-to-month basis on otherwise the same rental terms provided in the original lease. Therefore, the Company reports no rent expense or rental income under these operating lease arrangements.

The Company also builds and owns its free-standing restaurants. These buildings, as well as the land if owned by the Company, are leased by the Company to ~~Operators~~Franchisees on a month-to-month basis. Rental income related to free-standing restaurants totaled approximately \$236,238,000 and \$202,897,000 in 2014 and 2013, respectively. [Total rent expense for operating leases was approximately \\$33,654,000 and \\$ 28,802,000 in 2014 and 2013,](#) respectively.

The cost and related accumulated amortization associated with capital leases at December 31, 2014 and 2013 are as follows:

	2014	2013
Leased assets	\$ 2,712,993	\$ 2,689,779
Less: Accumulated amortization		
	<u>\$ 2,653,080</u>	<u>\$ 2,543,378</u>

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Notes to Consolidated Financial Statements
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are as follows:

~~Years Ending December 31~~

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~~Capital Leases~~

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Notes to Consolidated Financial Statements
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Operating Leases

<u>Years Ending December 31,</u>	<u>Capital Leases</u>	<u>Operating Leases</u>
2015	\$ 193,725	\$ 94,863,639
2016	193,725	88,659,265
2017	193,725	81,824,795
2018	481,225	75,445,427
2019	43,725	69,386,606
2020 and thereafter	-	458,594,504
<u>Net minimum lease payments</u>	<u>1,106,125</u>	
Less: Amounts representing interest	-	
Present value of net minimum lease payments	<u>\$ 1,045,378</u>	

The Company has various future lease renewal options which would increase the amount of long-term minimum lease payments if the Company elects to exercise those options.

9. Health Insurance Trust

The Company participates in a health insurance trust along with the restaurant ~~Operators~~ Franchisees. Premiums are paid to the health insurance trust by the participants to fund future claims. Individual claims up to \$250,000 are paid by the health insurance trust, while claims in excess of this ~~amount are paid by the health insurance trust~~ amount deductible are paid by a third-party stop-loss insurer. Premiums paid to the health insurance trust by the Company totaled \$16,392,000 and \$14,980,000 during 2014 and 2013, respectively. These premiums accounted for approximately 31% of the total amount paid to the health insurance trust by all participants during both 2014 and 2013. A liability of approximately \$673,600 and ~~existing~~ \$2,272,000 ~~as of~~ existing as of December 31, 2014 and 2013, respectively.

10. Letters of Credit

The Company has established various letters of credit, as required by certain insurance policies ~~held for~~ held for general ~~liability and worker's compensation~~ liability and worker's compensation coverage, which guarantee payment of claims to third-party insurers. Such letters of credit totaled approximately \$628,000 and \$17,092,000 at December 31, 2014 and 2013, respectively.

11. ~~10.~~ Commitments and Contingencies

~~The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material effect on the Company's consolidated financial position, results of operations, or~~

~~The Company's purchases estimate of purchases to certain suppliers (i.e. menu item ingredients) that could result in contingent liabilities if restaurant demand does not meet or exceed those estimates. In the opinion of Management, these commitments will not have a material effect on the~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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Subsequent Events

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March 26, 2015, the report issuance date. No material subsequent events were noted through this date that would materially affect the financial statements or require additional disclosure.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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~~**Chick-fil-A, Inc.**~~
~~**Consolidated Financial Statements**~~
~~**December 31, 2013 and 2012**~~

~~**Chick-fil-A, Inc.**~~
~~**Index December 31, 2013 and 2012**~~

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Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Report of Independent Auditors

To the Board of Directors and
Stockholders Chick-fil-A, Inc.

We have audited the accompanying consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2013 and 2012, and the related consolidated statements of comprehensive earnings, of stockholders' equity and of cash flows for the years then ended.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Chick-fil-A, Inc. and its subsidiaries at December 31, 2013 and 2012, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

March 27, 2014

PricewaterhouseCoopers LLP, 1075 Peachtree Street, Suite 2600, Atlanta, GA 30309

Chick-fil-A, Inc.
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~~T. (678) 419 1000, F. (567) 419 1239, www.pwc.com/us~~

~~2013~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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~~2012~~

Assets		
Cash and cash equivalents	\$225,646,294	\$161,304,151
Investments	114,504,838	93,074,533
Inventories	6,501,698	8,067,051
Property and equipment, at cost		
Leased to restaurant Operators-		
Land	496,616,260	457,061,158
Capital leases	2,535,016	
Buildings	683,165,795	604,577,937
Leasehold improvements	970,756,830	848,110,612
Fixtures and equipment	418,986,164	352,683,380
Equipment in storage and construction in progress	71,940,357	61,972,978
Office land, buildings, fixtures, and equipment	218,015,643	187,858,485
Capital leases	154,763	154,763
	2,862,170,828	2,512,419,313
Less: Accumulated depreciation and amortization	715,978,080	629,174,798
Net property and equipment	2,146,192,748	1,883,244,515
Cash surrender value of life insurance	74,460,208	60,414,427
Prepaid expenses and other assets	35,066,635	34,203,756
Notes receivable	2,937,461	2,894,335
Income taxes receivable		6,886,850
Receivables	27,528,512	22,396,958
Total assets	\$2,632,838,394	\$2,281,486,576

~~The accompanying notes are an integral part of these consolidated financial statements.~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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	2013	2012
Liabilities and Stockholders' Equity		
Accounts payable		
Due to restaurant Operators	130,565,712	118,924,180
Other	<u>165,520,713</u>	<u>125,263,904</u>
Total accounts payable	<u>296,086,425</u>	<u>244,188,084</u>
Obligations under capital leases	2,223,086	67,089
Accrued expenses and obligations	310,056,829	267,236,932
Income taxes payable	6,872,146	
Deferred income taxes	132,302,000	113,500,000
Operators' deposits	6,535,692	6,190,225
Dividends payable	<u>189,558</u>	<u>—</u>
Total liabilities	<u>754,265,736</u>	<u>631,182,330</u>
Stockholders' equity		
Common stock		
Voting shares of \$.01 par value; 20,000,000 shares authorized; 110,806 shares in 2013 and 2012 issued and outstanding	1,108	1,108
Nonvoting shares of \$.01 par value; 180,000,000 shares authorized; 94,668,117 shares in 2013 and 95,050,524 shares in 2012 issued and outstanding	946,681	950,505
Additional paid-in capital	2,392,514	2,392,514
Accumulated other comprehensive loss	(51,161,908)	(55,673,337)
Retained earnings	<u>1,926,394,263</u>	<u>1,702,633,456</u>
Total stockholders' equity	<u>1,878,572,658</u>	<u>1,650,304,246</u>
Total liabilities and stockholders' equity	<u>\$2,632,838,394</u>	<u>\$2,281,486,576</u>

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Consolidated Statements of Comprehensive Earnings
Years Ended December 31, 2013 and 2012

	2013	2012
Revenue and income		
Income from restaurants		
Base operating service charge	\$706,904,338	\$647,101,911
Company's share of net operating profit	306,280,083	275,864,685
Rental income	202,897,104	183,685,440
	<u>1,216,081,525</u>	<u>1,106,652,036</u>
Other sales, including sales from company-operated restaurants	147,210,750	138,278,934
Other income	<u>41,581,237</u>	<u>32,651,105</u>
Total revenue and income	<u>1,404,873,512</u>	<u>1,277,582,075</u>
Costs and expenses		
Cost of sales, including cost of sales from company-operated restaurants	104,968,804	106,042,151
Selling, general, and administrative expenses	710,622,178	620,254,943
Depreciation and amortization	171,695,924	149,915,167
Interest	<u>23,542</u>	<u>510,973</u>
Total costs and expenses	<u>987,310,448</u>	<u>876,723,234</u>
Earnings before contributions, scholarships, and income taxes	417,563,064	400,858,841
Contributions and scholarships	<u>39,631,197</u>	<u>36,951,360</u>
Earnings before income taxes	377,931,867	363,907,481
Income taxes	<u>147,102,000</u>	<u>135,795,000</u>
Net earnings	<u>\$230,829,867</u>	<u>\$228,112,481</u>
Other comprehensive income (loss), before tax		
Defined benefit pension plan	13,048,601	(15,143,680)
Nonqualified deferred compensation plan	(729,300)	(11,513,834)
Supplemental executive retirement plan	2,664,472	(2,529,922)
Postretirement medical plan	<u>(7,754,344)</u>	<u>(1,796,314)</u>
Other comprehensive income (loss), before income taxes	7,229,429	(30,983,750)
Income taxes	<u>(2,718,000)</u>	<u>11,797,000</u>
Other comprehensive income (loss), net of income taxes	<u>4,511,429</u>	<u>(19,186,750)</u>
Comprehensive income	<u>\$235,341,296</u>	<u>\$208,925,731</u>

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013_____

The accompanying notes are an integral part of these consolidated financial statements.

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~~Chick-fil-A, Inc.~~
~~Consolidated Statements of Stockholders' Equity~~
~~Years Ended December 31, 2013 and 2012~~____

____Common Stock____Voting____Nonvoting

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~Additional Paid-in Capital~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

	Accumulated	
Other		
Comprehensive	Retained	
Loss	Earnings	Total

Balances at December 31, 2011	\$ 1,108	\$953,505	\$2,396,464	\$ (36,486,587)	\$1,479,204,348	\$1,446,068,838
Comprehensive Income				(19,186,750)	228,112,481	208,925,731
Dividends					(190,323)	(190,323)
Purchase and retirement of 300,000 shares of nonvoting common stock						

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

	<u>(3,000)</u>	<u>(3,950)</u>	<u>(4,493,050)</u>	<u>(4,500,000)</u>		
Balances at December 31, 2012	\$ 1,108	\$950,505	\$2,392,514	\$ (55,673,337)	\$1,702,633,456	\$1,650,304,246
Comprehensive Income				4,511,429	230,829,867	235,341,296
Dividends					(189,558)	(189,558)
Purchase and retirement of 382,407 shares of nonvoting common stock		(3,824)			(6,879,502)	(6,883,326)
Balances at December 31, 2013	\$ 1,108	\$946,681	\$2,392,514	\$ (51,161,908)	\$1,926,394,263	\$1,878,572,658

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Cash Flows
Years Ended December 31, 2013 and 2012

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Net cash used in investing activities

(488,187,928)

(878,178,882)

Principal payments on notes payable

(27,194,974)

Financing activities

(379,019)

(30,952)

Purchase and subsequent retirement of treasury stock

(6,883,326)

(4,500,000)

(381,246)

Chick-fil-A, Inc.

Net cash used in financing activities

(7,262,345)

(32,107,172)

Notes to Consolidated Financial Statements

Net increase in cash and cash equivalents

64,342,143

36,858,124

December 31, 2014 and 2013

Cash equivalents

161,304,151

124,446,027

\$225,646,294

\$161,304,151

Cash paid during the year for

118,840,951

116,412,565

2,535,016 189,558

(4,511,429)

19,186,750

The accompanying notes are an integral part of these consolidated financial statements.

Summary of Significant Accounting Policies

Chick-fil-A, Inc. and subsidiaries (collectively, the Company) provides consulting services and leases property, equipment, and leasehold improvements to Operators of Chick-fil-A restaurants located in 36 states throughout the United States. The Company charges the Operators a percentage of gross sales and splits the net profits of the restaurants. Net profit for purposes of this calculation is defined in the Operator Agreement and is not in accordance with accounting principles generally accepted in the United States of America. There were 1,507 and 1,430 Chick-fil-A restaurants operating at December 31, 2013 and 2012, respectively. Total system-wide revenues generated from these restaurants during 2013 and 2012 approximated \$4,805,536,000 and \$4,394,779,000, respectively. The Company has also licensed its brand through strategic partnerships with contract food service

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

management companies. At December 31, 2013 and 2012, there were 251 and 236, respectively, outlets operating, the majority of which were on college campuses. Therefore, Chick-fil-A products are currently available in 39 states and the District of Columbia.

The accounting and reporting policies of the Company conform to accounting principles generally accepted in the United States of America. The following is a description of the more significant of these policies.

Principles of Consolidation

The consolidated financial statements include the financial statements of Chick-fil-A, Inc. and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Presentation

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company's operations.

Recognition of Franchise Fees

The monthly franchise fee which includes rentals on equipment leased to Operators, is calculated as a percentage of sales of each restaurant. In addition to the base fee, the Company receives 50% of the net profit of the restaurants, as defined in each Operator Agreement. Each restaurant's net profit, as defined, is determined on a monthly basis after deduction of the franchise fee and provision for a base profit draw to the Company.

For restaurants with net losses (after deduction of the base operating service charge and a base fee), in the event there has been a net operating loss, the Company's practice is to reduce the base operating service charge to the extent necessary to reduce the net operating loss of the restaurant to zero.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~The Company builds and owns its free-standing restaurants. The Company leases these properties to Operators on a month-to-month basis.~~

~~are considered Company-operated restaurants. Sales and expenses relating to these Company-operated restaurants have been reflected in the statements for the period operated.~~

7

Pension, Postretirement, and Postemployment Benefits Plans

~~The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of accumulated comprehensive loss in stockholders' equity. See Note 4 for additional information.~~

Cash and Cash Equivalents

~~The Company has reclassified checks issued but not yet presented for payment as accounts payable in the accompanying consolidated balance sheets. Outstanding checks totaled approximately \$26,515,000 and \$21,269,000 at December 31, 2013 and 2012, respectively.~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Property and Equipment

Property and equipment are stated at cost. Property under capital leases is stated at the present value of minimum lease payments. Depreciation expense of property and equipment is calculated by using the straight line method over the estimated useful lives of the assets. Property held under capital lease and leasehold improvements are amortized using the straight line method over the shorter of the lease term, including any renewal options, or estimated useful life of the asset.

Estimated useful lives of property and equipment are as follows:

Buildings and leasehold improvements



Computer hardware and software

Property and equipment that become fully depreciated are written off annually.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

10-30 years
7 years
10 years-3, 5 years

██████████

Inventories, principally supplies and equipment, are valued at the lower of average cost or market
met realizable value

Accrued Compensated Absences

employees may
a liability
of each

The Company has in place an accrual compensated absence policy under which carry a certain number of vacation days into the subsequent year. The Company records for this amount based on the pay rates in effect for each individual employee at the end of each year. Certain of the Company's employees participate in an incentive compensation plan. An incentive component which is included in the incentive compensation formula in effect. The incentive compensation component of the Company's accrued compensated absences is not a liability. The amount is subject to the Company's monthly future earnings levels.

██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████

In accordance with ASC 360 *Property, Plant and Equipment*, long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to

be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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~~asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and are no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet.~~

Advertising

~~The Company expenses advertising costs as incurred. Total advertising expense was approximately \$36,394,000 and \$31,841,000 in 2013 and 2012, respectively. Amounts received from vendors as reimbursements for advertising costs are passed through to the Operators and are not reflected in the accompanying consolidated statements of comprehensive earnings.~~

Income Taxes

~~The Company files a consolidated federal income tax return.~~

~~The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income taxes*, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that position is more likely than not of being sustained on audit, based on the technical merits of the position.~~

~~The Company accounts for income taxes in accordance with ASC 740, *Income Taxes*, which uses an asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are~~

~~measured at the end of each reporting period by applying enacted or expected future tax rates to temporary differences and are expected to be recovered or settled. The effect on deferred tax~~

~~and liabilities of a change in tax rates is recognized in income in the period that includes the~~

which those
assets



Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Financial Instruments

The carrying value of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount which the instrument could be exchanged in a current transaction between willing parties. The following methods and assumptions were used to estimate the fair value of financial instruments:

For cash and cash equivalents, receivables, and accounts payable, the carrying amounts approximate fair value because of the short maturity of these instruments.

For cash surrender value of life insurance, the fair value, which approximates the carrying value, is determined as the present value of expected cash flows discounted at rates currently being offered.

Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities to prepare these consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. Actual results could differ from those estimates.

2. Due to Restaurant Operators

The balance due to Operators reflects the net result primarily of the following activities: cash deposits made by the Operators into the Company's account; disbursements made by the Operators that have been presented for payment; revenues earned from restaurant operations; and expenses paid by the Company on behalf of the Operators.

Notes Payable

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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On October 5, 2011, the Company established two uncollateralized credit agreements, one for \$100,000,000 expiring October 5, 2014 and one for \$50,000,000 expiring October 5, 2016 under which \$0 was outstanding at December 31, 2012. On July 3, 2013, the Company increased the \$100,000,000 credit agreement to \$150,000,000 and extended the expiration date to July 3, 2018. Also, on November 19, 2013, the Company extended the expiration date of the \$50,000,000 credit agreement to November 19, 2018. The outstanding balances as of December 31, 2013 and 2012 related to these agreements was \$0.

4. Employee Benefit Plans

The Company has a qualified contributory profit sharing plan for eligible employees. Under the terms of the plan, employees have the option of contributing 1% to 50% of their annual salary to the plan. The Company matches dollar for dollar up to 5% of eligible compensation contributed by employees. Company contributions amounted to approximately \$5,996,000 and \$5,088,000 during the years ended December 31, 2013 and 2012, respectively.

The Company also has a qualified defined benefit pension plan covering substantially all employees. The benefit provided under this plan is based on each participant's years of service and his/her average compensation during the consecutive five year period of highest earnings. The Company's funding policy is to contribute annually an amount sufficient to meet the minimum funding requirements of the Employee Retirement Income Security Act.

The defined benefit pension plan is supplemented by an unfunded, nonqualified, deferred compensation arrangement for executives earning amounts in excess of that allowed for tax-qualified pension plans under Internal Revenue Service regulations. Benefits under this nonqualified arrangement are consistent with those offered under the defined benefit pension plan.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
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~~As on certain members of senior management are participants in a supplemental retirement plan (SERP) provided by the Company. Participants vest in the SERP upon executive remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP of agreement and beneficiary are in the form of a monthly payment upon retirement and a death benefit payable to a designated by each participant. The Company recognized compensation expense of approximately \$549,000 and \$609,000 during 2013 and 2012, respectively, in connection with the~~

~~SERP. Amounts accrued under the SERP totaled approximately \$14,984,000 and \$15,656,000 at December 31, 2013 and 2012, respectively.~~

~~Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service may participate and may cover eligible dependents. Participants contribute the prevailing composite single or family premium rate until age 62. There is no premium contributed by the participants after age 62. The following table sets forth the amounts recognized in the Company's consolidated balance sheets for the postretirement health care plan at December 31, 2013 and 2012.~~

~~The amounts in accumulated other comprehensive loss that are expected to be recognized as components of net periodic benefit cost during the next fiscal year are as follows:~~

	Pension	Postretirement	Total
Prior service cost	\$644,826	\$611,045	\$1,255,871
Actuarial loss	3,088,285	536,568	3,624,853

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets at December 31, 2013 and 2012, respectively. The difference between the ending balances for 2012 and beginning balances for 2013 for the pension plans represent the amounts that have been attributed to HJC Dwarf House, Inc. and Dwarf House, Inc. pension plans, which were transferred to those entities at the beginning of 2013.

	Pension Plans	
	2013	2012

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Postretirement Medical Plan 2013—2012

Change in benefit obligations-				
Benefit obligation at end of prior year	\$174,276,132	\$132,696,821	\$42,379,070	\$36,279,635
Service cost	12,280,590	9,097,177	4,879,157	2,584,218
Interest cost	6,469,438	6,483,441	2,653,996	1,482,864
Plan participants' contributions			41,635	31,861
Amendments		1,434,811	3,218,643	
Actuarial loss/(gain)	(8,173,458)	33,443,128	17,536,315	2,245,298
Retiree drug subsidy received	N/A	N/A	26,356	
Benefits paid	<u>(3,286,132)</u>	<u>(4,628,140)</u>	<u>(258,692)</u>	<u>(244,806)</u>
Benefit obligation at December 31	<u>\$181,566,570</u>	<u>\$178,527,238</u>	<u>\$70,476,480</u>	<u>\$42,379,070</u>
Change in plan assets				
Fair value of plan assets at end of prior year	\$56,288,619	\$47,766,181	\$	
Actual return on plan assets	4,118,601	6,790,534		
Employer contributions	14,186,727	8,952,839	190,701	212,945
Plan participants' contributions			41,635	31,861
Retiree drug subsidy received			26,356	
Benefits paid	<u>(3,286,132)</u>	<u>(4,628,140)</u>	<u>(258,692)</u>	<u>(244,806)</u>
Fair value of plan assets at December 31	<u>\$71,307,815</u>	<u>\$58,881,414</u>	<u>\$</u>	<u>\$</u>
Funded status	<u>\$ (110,258,755)</u>	<u>\$ (119,645,824)</u>	<u>\$ (70,476,480)</u>	<u>\$ (42,379,070)</u>
Accumulated benefit obligation end of year	\$136,001,966	\$126,533,519	N/A	N/A

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

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~~Pension Plans~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Postretirement Medical Plan	2013	2012	2013	2012
Amounts recognized in accumulated other comprehensive loss consists of Prior service cost	\$4,501,328	\$5,291,420	\$4,742,192	\$1,992,960
Net actuarial loss	56,083,440	70,277,121	16,662,948	11,657,836
Total (before tax effect)	\$60,584,768	\$75,568,541	\$21,405,140	\$13,650,796
Components of net periodic benefit cost				
Service cost	\$12,280,590	\$9,097,177	\$4,879,157	\$2,584,218
Interest cost	6,460,438	6,483,441	2,653,096	1,482,864
Expected return on plan assets	(4,902,531)	(4,392,404)		
Amortization of prior service cost	646,378	505,422	460,411	398,593
Recognized actuarial loss	5,778,846	2,786,951	441,219	50,391
Net periodic benefit cost	\$20,272,721	\$14,480,587	\$8,443,783	\$4,516,066
One time charge for change in assumptions			12,089,984	-
Total expense	\$20,272,721	\$14,480,587	\$20,533,767	\$4,516,066
Weighted average assumptions used to determine benefit obligations as of December 31	Discount rate	Rate of compensation increase	Health care cost trend	initial rate
	Ultimate health care cost			

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~4.56%/4.24%/4.55%~~ ~~3.7%/3.45%/3.61%~~

~~6.00%~~ ~~5.00%~~
~~N/A~~ ~~N/A~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~5.16 %~~

N/A

~~7.25 %~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~4.30 % N/A~~

~~7.50 %~~

~~trend rate reached over ten years Number of years to reach ultimate trend~~

~~Weighted average assumptions used to determine net periodic benefit cost for year ended December 31~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

N/A N/A

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

N/A N/A

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

5.00%
9

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

5.00 % N/A

Discount rate Expected return on plan assets Rate of compensation increase Corridor Average future working life time
years Initial health care cost trend rate Ultimate health care cost trend rate Number of years to reach ultimate trend

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~3.70%/3.45%/3.61%~~ ~~4.82%/4.08%~~
~~8.50%~~ ~~8.50%~~
~~6.00%~~ ~~5.00%~~
~~10.00%~~ ~~10.00%~~
~~15.08~~ ~~N/A~~
~~N/A~~ ~~N/A~~
~~N/A~~ ~~N/A~~
~~N/A~~ ~~N/A~~

~~Sensitivity to a one percentage point decrease
in health care cost
trend rates~~

~~Effect on total service cost~~

~~and interest cost~~

~~N/A~~

~~N/A~~

~~\$ (2,053,122)~~

~~\$ (988,892)~~

~~Effect on benefit obligation~~

~~N/A~~

~~N/A~~

~~\$ (15,546,216)~~

~~\$ (9,794,276)~~

~~Sensitivity to a one percentage point
increase in health care cost trend
rates~~

~~Effect on total service cost~~

~~and interest cost~~

~~N/A~~

~~N/A~~

~~\$2,901,528~~

~~\$1,384,000~~

~~Effect on benefit obligation~~

~~N/A~~

~~N/A~~

~~\$21,388,625~~

~~\$13,460,000~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

4.54%
N/A N/A N/A 18.54
7.50%
5.00%
10

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

4.82 % N/A N/A
~~10.00 % 18.70~~
N/A N/A N/A

Plan Assets
Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long term rate of return. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (48%), fixed income securities (21%), commodities (6%), hedge funds (6%), and cash (19%) as of December 31, 2013.

The following table sets forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, 2013 and 2012.

Assets at Fair Values as of December 31, 2013	
	Level 1

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~Level 2~~ ~~Level 3~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013_____

~~Total~~

Cash	\$13,262,061	\$	13,262,061	
Equity securities	34,470,413			34,470,413
Fixed income securities	14,606,841			14,606,841
Hedge funds		2,342,664	2,258,310	4,600,974
Commodities	<u>4,367,526</u>	<u></u>	<u></u>	<u>4,367,526</u>
Total assets at fair value	<u>\$66,706,841</u>	<u>\$2,342,664</u>	<u>\$2,258,310</u>	<u>\$71,307,815</u>

Assets at Fair Values as of December 31, 2012

Level 4

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~Level 2~~ ~~Level 3~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~Total~~

Cash	\$227,685	\$	227,685	
Equity securities	33,372,613			33,372,613
Fixed income securities	14,535,590			14,535,590
Hedge funds		2,223,727	2,180,860	4,404,587
Commodities	<u>6,340,939</u>			<u>6,340,939</u>
Total assets at fair value	<u>\$54,476,827</u>	<u>\$2,223,727</u>	<u>\$2,180,860</u>	<u>\$58,881,414</u>

Fair market values of plan assets are determined based on the nature of the asset category.

Level 1 — Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 — Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.

Level 3 — Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:~~

~~Minimum~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~Target~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013_____

Maximum

Domestic stocks	4 %	30 %	55 %
International stocks	4 %	30 %	50 %
Fixed income	4 %	25 %	60 %
Real estate securities	%	5 %	15 %
Alternatives	%	10 %	25 %
Money market/Cash equivalents	%	0 %	10 %

Contributions

The Company expects to contribute approximately \$16,630,000 to the pension plan during fiscal year 2014. (This includes amounts for qualified and non-qualified plans and the SERP.)

Benefits

The Company's expected future benefit payments are as follows:

Pension

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Postretirement Medical Medicare

Plans



Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Payments

Subsidy

Years Ending			
	19,390,215	\$488,546	\$26,983
	9,328,234	591,196	31,850
2016	11,879,280	754,251	36,578
	12,966,241	898,251	44,573
	7,186,763	946,803	55,014
	83,498,686	7,851,589	523,800

~~Rahhi Trust~~

~~The +nmppn³•nl•n mnntntrn•n nnnqi•nlfrlfrd rfrfrd compensation plan on behalf of a~~
~~select~~ ~~gran ip nf exen iti²•e• earning nmni int• in exce•• of that allowed for tax deductible~~
~~funding under~~

~~existing Internal Revenue Service regulations. Under the terms of the plan, employees have the option of making voluntary contributions of 5% of their annual salary to the plan to which the~~

~~Cnmprnny matches the employees' contributions. Contributions made to the plan are invested and administered through a rabbi trust. The rabbi trust cannot be revoked by Chick-fil-A, Inc.; however,~~

~~general creditors. Amounts accrued under this plan were~~

~~4,505,000 of December 31, 2013 and 2012, respectively, and are included in accrued expenses and obligations in the accompanying balance sheets. The change in the accrued accounts was recorded as compensation expense within selling, general and administrative expense on the Consolidated Statement of Comprehensive Earnings. Income earned on investments under the rabbi trust was \$9,716,000 and \$9,553,000 for the years ended December 31, 2013 and 2012, respectively, and is included within other income on the Consolidated Statement of Comprehensive Earnings. All plan assets invested through the rabbi trust qualify as Level 1 assets within the fair value hierarchy and have been reflected at their fair market value on the consolidated balance sheets as of December 31, 2013 and 2012.~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~During 2013, the Company discovered an error in its financial statement presentation for this deferred compensation plan in 2012. Specifically, the plan qualifies as a rabbi trust in accordance with ASC 710-10-25, *Deferred Compensation—Rabbi Trusts*. As such, the amounts noted above, and as reflected in the table below, should have been recorded within the consolidated financial statements but originally were not recorded. As a result, the error was corrected in the 2012 Consolidated Balance Sheet, Consolidated Statement of Comprehensive Earnings and Consolidated Statement of Cash Flows as set forth in the following table. There was no net impact to the Consolidated Statement of Equity for the year ended December 31, 2012.~~

	As Reported- 2012	2012 Adjustment	As Adjusted 2012
Balance Sheet			
Assets:-			
Investments		93,074,533	93,074,533
Total Assets	2,188,412,043	93,074,533	2,281,486,576
Liabilities: Accrued			
Expenses	174,162,399	93,074,533	267,236,932
Total Liabilities	538,107,797	93,074,533	631,182,330
Statement of Income			
Revenue and income: Other			
income	23,098,203	9,552,902	32,651,105
	1,268,029,173	9,552,902	1,277,582,075
Costs and expenses:			
SG&A expenses (Company contributions)	5,484,282		5,484,282



Chick-fil-A, Inc.

Notes

December

	5,484,282		5,484,282
		9,552,902	9,552,902
	610,702,041	9,552,902	620,254,943
Expenses	867,170,332	9,552,902	876,723,234

Statement of Cash Flows

 Operati Flows Net earnings

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

ents

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Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

228,112,481

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

(9,552,902)

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

228,112,481 (9,552,902)

Accrued exDenses

Net cash from operating cash flows



Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

December 31, 2014 and 2013

~~12,187,298~~ ~~18,004,438~~ ~~436,689,362~~ ~~8,451,536~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~30,191,736 445,140,898~~

		(10,968,564)	(10,968,564)
		2,517,028	2,517,028
Net cash to investing cash flows	(367,724,066)	(8,451,536)	(376,175,602)
	(32,107,172)		(32,107,172)

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The Company determined that the impact of the error was not material to the December 31, 2012 results, or any previously issued financial statements; however, the immaterial errors were corrected in the revised December 31, 2012 Consolidated Balance Sheet, Consolidated Statement of Comprehensive Earnings and Consolidated Statement of Cash Flows.

~~Income Taxes~~

The components of federal and state income tax expense are:

	Current	2013 Deferred	Total
Federal	\$120,172,000	\$13,583,000	\$133,755,000
State	11,230,000	2,117,000	13,347,000
	\$131,402,000	\$15,700,000	\$147,102,000
	Current	2012 Deferred	Total
Federal	\$112,573,000	\$10,973,000	\$123,546,000
State	10,566,000	1,683,000	12,249,000
	\$123,139,000	\$12,656,000	\$135,795,000

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Income tax expense differs from the amount computed by applying the federal statutory rate of 35% to income before income taxes due to the net effects of state income taxes and permanent



of non-deductible meals and entertainment and non-deductible officer's life insurance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities presented in the consolidated financial statements and the amounts reported for income tax purposes. Deferred tax assets aggregated \$111,887,000 and \$99,419,788

and deferred tax liabilities aggregated \$244,189,000 and \$212,919,788 at December 31, 2013 and 2012, respectively. The principal components of deferred tax assets include certain accruals

related to pension, deferred compensation and postretirement health benefits. The principal component of deferred tax liabilities is related to property, plant and equipment.

No valuation allowance was recorded against deferred tax assets at December 31, 2013 or 2012.

The Company's management believes it is more likely than not that the existing net deductible temporary differences comprising the total gross deferred tax assets will reverse during periods in which the deferred tax liability is reversing or in which the Company generates net taxable income.

As of December 31, 2012, the Company had accrued interest related to unrecognized tax benefits of \$671,000 recorded on its Consolidated Balance Sheets. The Company's policy is to

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

record- potential penalties and interest related to unrecognized tax benefits as income tax-
 expense in the- accompanying financial statements. As of December 31, 2013 the Company had-
 accrued interest-
 _____ reInter tn unrechgnizerl tnx benefits nf \$794 000 recorded on its Consolidated Balance
 Sheets, of _____ which \$123 000 was recognized in the Consolidated Statements of Comprehensive-
 Earnings as
 ■ ■ pense.

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The Company files federal and state income tax returns in jurisdictions with varying statutes of limitations. As of December 31, 2013, the 2010 through 2013 tax years generally remain subject to examination by federal and most state tax authorities.

The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

Related Party Transactions

One of the Company's principal shareholders owns a substantial interest in a company which sold fixtures to the Company aggregating approximately \$9,525,000 and \$8,540,000 during the years ended December 31, 2013 and 2012, respectively. Related party receivables, net, in the amount of \$434,000 and \$79,000 are included in the accompanying consolidated balance sheets at December 31, 2013 and 2012, respectively. The Company leases an airplane from an entity owned by one of the primary shareholders. Lease payments amounted to \$480,000 in both 2013 and 2012.

Leases

The Company leases certain restaurant locations under various long-term operating lease agreements. Most restaurant locations are, in turn, subleased to Operators on a month-to-month basis on otherwise the same rental terms provided in the original lease. Therefore, the Company

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~reports no rent expense or rental income under these operating lease arrangements.~~

~~The Company also builds and owns its free-standing restaurants. These buildings, as well as the land if owned by the Company, are leased by the Company to Operators on a month-to-month basis. Rental income related to free-standing restaurants totaled approximately \$202,897,000 and \$183,695,000 in 2013 and 2012, respectively.~~

~~The cost and related accumulated amortization associated with capital leases at December 31, 2013 and 2012 are as follows:~~

	2013	2012
Leased assets	\$2,689,779	\$154,763
Less: Accumulated amortization	<u>146,401</u>	<u>95,437</u>
	<u>\$2,543,378</u>	<u>\$59,326</u>

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~The Company's obligations for future minimum payments for various long term leases, including restaurants and Company-operated locations and excluding any renewal options, at December 31, 2013 are as follows:~~

~~Years Ending December 31~~

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Capital Leases

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

Operating Leases

2014	\$188,022	\$86,889,675
2015	150,000	82,481,755
2016	150,000	75,748,460
2017	150,000	69,003,811
2018	437,500	62,843,774
2019 and thereafter		421,796,780
Net minimum lease payments	1,075,522	
Less: Amounts representing interest	(30,743)	
Present value of net minimum lease payments	\$1,044,779	

The Company has various future lease renewal options which would increase the amount of long-term minimum lease payments if the Company elects to exercise those options.

Health Insurance Trust

The Company participates in a health insurance trust along with the restaurant Operators.

Premiums are paid to the health insurance trust by the participants to fund future claims. Individual participants pay up to \$5,000 into the health insurance trust, while claims in excess of this amount are paid by a third-party stop-loss insurer. Premiums paid to the health insurance trust by the Company totaled \$14,980,000 and \$11,143,000 during 2013 and 2012, respectively. These premiums accounted for approximately 31% and 28% of the total amount paid to the health insurance trust by all participants during 2013 and 2012, respectively. A liability of approximately \$0.7 million is recorded as of December 31, 2013 and 2012, respectively.

Letters

The Company has established various letters of credit, as required by certain insurance policies held for general liability and workers compensation coverage, which

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

~~guarantee payment of claims to third-party insurers. Such letters of credit totaled approximately \$17,092,000 and \$15,980,000 at December 31 2013 and 2012 respectively~~

~~10~~ **Commitments and Contingencies**

~~The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or~~

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The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

The Company provides estimated purchase levels to certain suppliers (i.e. menu item ingredients) that could result in contingent liabilities if restaurant demand does not meet or exceed those estimates. In the opinion of Management, these commitments will not have a material effect on the Company's consolidated financial position.

12. ~~11.~~ **Subsequent Events**

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March ~~27, 2014~~, 28, 2016, the report issuance date. No

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

December 31, 2014 and 2013_____

material subsequent events were noted through this date that would materially affect the financial statements or require additional disclosure.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements
December 31, 2014 and 2013

EXHIBIT “D”

TABLE OF CONTENTS OF CHICK-FIL-A MANUALS

Licensing Program Orientation Manual

Table of Contents

- I. Contractual Issues
- II. Opening Process
- III. Equipment
- IV. Purchasing
- V. Training
- VI. Quality
- VII. Sales
- VIII. Profitability

EXHIBIT “E”

LIST OF LICENSED UNITS, OPERATOR RESTAURANTS
AND CHICK-FIL-A OPERATED RESTAURANTS

CHICK-FIL-A LICENSE LISTING AS OF 12/31/~~14~~15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AB	Calgary International Airport	2000 Airport Rd NE		Calgary	T2E	403/221-1779	LIC-Host Int'l of Canada
AL	Auburn University	255 Duncan Dr		Auburn	36849	334/844-1234	LIC-Chartwells
AL	Alabama Power	600 18th St N		Birmingham	35203	205/257-1688	LIC-Aramark Business/Industry
AL	Birmingham-Shuttlesworth International	5900 Messer Airport Hwy	Suite #0034	Birmingham	35212	205/592-4362	LIC-HMS Host
AL	Samford University	800 Lakeshore Dr		Birmingham	35229	205/726-2637	LIC-Sodexo College
AL	University of North Alabama	1 Harrison Plz	Student Commons Building	Florence	35632	256/765-5667	LIC-Sodexo College
AL	University of Alabama - Huntsville	507 John Wright Dr		Huntsville	35899	256/824-5124	LIC-Sodexo College
AL	Jacksonville State University	700 Pelham Rd N		Jacksonville	36265	256/782-8123	LIC-Sodexo College
AL	University of South Alabama	350 Campus Dr	Student Center	Mobile	36688	251/460-6296	LIC-Aramark College/University
AL	Troy State University	214 Adams Ctr		Troy	36082	334/670-5858	LIC-Sodexo College
AL	University of Alabama	Bama Dining Services	Ferguson Center	Tuscaloosa	35487	205/348-6816	LIC-Aramark College/University
AL	University of Alabama-Lloyd Hall	503 6th Ave Ne	Lloyd Hall	Tuscaloosa	35404	205/348-6429	LIC-Aramark College/University
AR	Henderson State University	1100 Henderson St	Garrison Activity Conference Center	Arkadelphia	71999		LIC-Aramark College/University
AR	Ouachita Baptist University	410 Ouachita St		Arkadelphia	71998	870/245-5534	LIC-Sodexo College
AR	Wal-Mart Headquarters	805 Moberly Ln	David Glass Building	Bentonville	72716	479/715-1423	LIC-Eurest
AR	University of Central Arkansas	201 Donaghey Ave	Student Center	Conway	72035	501/450-5980	LIC-Aramark College/University
AR	University of Arkansas-Fayetteville	435 N Garland Ave Ste 209		Fayetteville	72701	479/575-5043	LIC-Chartwells
AR	University of Arkansas-Fort Smith	5210 Grand Ave	Smith-Pendergraft Campus Center	Fort Smith	72904		LIC-Aramark College/University
AR	Arkansas State University	105 North Caraway		Jonesboro	72401	870/680-4078	LIC-Sodexo College
AR	Southern Arkansas University	100 E University	Bruce Center	Magnolia	71753	870/235-5064	LIC-Aramark College/University
AR	Arkansas Tech University	306 West O Street	Baswell Techionery Student Union	Russellville	72801	479/880-4007	LIC-Chartwells
AR	Harding University	2700 Harding University		Searcy	72149	501/279-4364	LIC-Aramark College/University
AZ	Northern Arizona University	Nau Dining	P.O. Box 5736	Flagstaff	86011	928/523-8675	LIC-Sodexo College
AZ	Grand Canyon University	3300 W Camelback Rd	Thunder Alley	Phoenix	85017		LIC-Sodexo College
AZ	Arizona State University	1290 S Normal Ave	Memorial Union Building	Tempe	85281	480/965-2052	LIC-Aramark College/University
AZ	University of Arizona-SUMC	1303 E University Blvd	Suite 149	Tucson	85719	520/626-0020	LIC-Self Operated College
CA	California Baptist University	8432 Magnolia Ave		Riverside	92504		LIC-Self Operated College
CA	California Polytechnic State University	1 Grand Ave		San Luis Obispo	93407	805/756- 1175	LIC-Self Operated College
CO	Republic Plaza	303 16th St Ste 8	Republic Plaza Retail Bldg	Denver	80202	303/893-3546	LIC-Integrated Foods Co.
DC	Catholic University	620 Michigan Ave Ne		Washington	20064	202/319-6874	LIC-Aramark College/University
DE	Delaware State University	1200 N Dupont Hwy	MLK Student Center	Dover	19901	302/857-7209	LIC-Aramark College/University
DE	University of Delaware	17 W Main Street	Trabant University Center	Newark	19713	302/831-0510	LIC-Aramark College/University

FL	Florida Atlantic University	777 Glades Rd		Boca Raton	33431-	561/297-4727	LIC-Chartwells
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CHICK-FIL-A LICENSE LISTING AS OF 12/31/~~14~~15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
FL	Embry Riddle Aeronautical University	600 S Clyde Morris Blvd		Daytona Beach	32114-	386/226-7351	LIC-Sodexo College
FL	Florida Gulf Coast University	10501 Fgcu Blvd S	Student Union Building	Fort Myers	33965-	230/590-1293	LIC-Aramark College/University
FL	Shands Hospital (Sun Terrace)-Gainesville	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611-	352/392-1021	LIC-Aramark
FL	University of Florida	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611-	352/392-9411	LIC-Aramark College/University
FL	University of Florida-Broward Complex	60 Inner Rd	Broward Dining Complex	Gainesville	32611-		LIC-Aramark College/University
FL	Baptist Medical Center-Downtown	800 Prudential Dr		Jacksonville	32207-	904/202-1457	LIC-Sodexo Hospital
FL	Jacksonville University	2800 University Blvd N	Davis Student Commons	Jacksonville	32211-		LIC- Sedexo Aramark
FL	St. Vincent's Medical Center	1 Shircliff Way	New Hospital Cafe	Jacksonville	32204-		LIC-TouchPoint
FL	University of North Florida	1 U N F Dr		Jacksonville	32224-		LIC-Chartwells
FL	Southeastern University	1000 Longfellow Blvd	Pansler Alumni Student Center	Lakeland	33801-		LIC-Chartwells
FL	Florida International University	885 Sw 109th Ave	PG-5/Retail	Miami	33199-	305/348-7797	LIC-Aramark College/University
FL	Orlando International Airport	9333 Airport Blvd		Orlando	32827-	407/851-1334	LIC-HMS Host
FL	University of Central Florida	4000 Central Florida Blvd	SRC109	Orlando	32816-	407/823-2238	LIC-Aramark College/University
FL	Pensacola International Airport	2430 Airport Blvd		Pensacola	32504-		LIC-OHM
FL	Flagler College	50 Sevilla St	Ringhaver Student Center	Saint Augustine	32084-	904/829-5861	LIC-Aramark College/University
FL	Florida A&M University	1510 Wahnish Way	Rattlers' Nest	Tallahassee	32307-		LIC- Self Operated College Metz
FL	Florida State University	127 Honors Way	Johnson Annex Building	Tallahassee	32306-		LIC-Aramark College/University
FL	University of South Florida	4202 E Fowler Ave	CTR 152	Tampa	33620-	813/974-5021	LIC-Aramark College/University
FL	University of Tampa	401 W Kennedy Blvd		Tampa	33606-	813/258-7257	LIC-Sodexo College
FL	Palm Beach Atlantic University	1100 N Dixie Hwy		West Palm Beach	33401-	561/803-2348	LIC-Aramark College/University
GA	Albany State University	504 College Dr	Student Center	Albany	31705-	229/430-4747	LIC-Aramark College/University
GA	Georgia Southwestern State University	800 Gsw State University Dr	Canes Den Student Center	Americus	31709-		LIC-Aramark College/University
GA	University of Georgia	130 Riverbend Rd	Food Services Department	Athens	30602-	706/542-1256	LIC-Self Operated College
GA	Atlanta Medical Ctr (Ga Bapt)	340 Boulevard Ne		Atlanta	30312-	404/265-1093	LIC-Morrison's
GA	Georgia Building Authority	1 Martin Luther King Jr Dr Sw		Atlanta	30334-	404/392-0229	LIC-Eurest
GA	Georgia State University	140 Decatur St Se	Urban Life Building Room 216	Atlanta	30303-	404/ 654 413-0	LIC-Sodexo College
GA	Georgia Tech	350 Ferst Dr		Atlanta	30332-	404/894-2383	LIC-Sodexo College
GA	Grady Memorial Hospital	80 Jesse Hill Jr Dr Se		Atlanta	30303-		LIC-Morrison's
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc	6000 N Terminal Pkwy	Concourse A	Atlanta	30320-	678/490-1066	LIC-Hojeij
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc	7700 Spine Rd		Atlanta	30320	404/761-4213	LIC-HMS Host
GA	Morehouse College	830 Westview Dr Sw	Kilgore Center	Atlanta	30314-		LIC-Aramark College/University
GA	University Hospital-Augusta	1350 Walton Way		Augusta	30901-	706/774-2209	LIC-Morrison's

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
GA	University of West Georgia	Campus Dining		Carrollton	30118	678/839-5970	LIC-Aramark College/University
GA	Columbus State University	4225 University Ave	Davidson Student Center	Columbus	31907	706/507-8373	LIC-Aramark College/University
GA	Medical Center of Columbus	710 Center St		Columbus	31901	706/660-6417	LIC-Morrison's
GA	DeKalb Medical Center	2701 N Decatur Rd		Decatur	30033	404/501-5094	LIC-Morrison's

CHICK-FIL-A LICENSE LISTING AS OF 12/31/14

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
GA	Fort Valley State University	1005 State University Dr	Student Center	Fort Valley	31030	478/822-1210	LIC-Sodexo College
GA	Northeast Georgia Medical Center	743 Spring St Ne		Gainesville	30501	770/219-5233	LIC-Morrison's Unidine
GA	Kennesaw State University	1000 Chastain Rd Nw		Kennesaw	30144	770/423-6448	LIC-Sodexo-College Chartwells
GA	Georgia Gwinnett College	1000 University Center Ln	Building-A Food Court	Lawrenceville	30043	678/407-5090	LIC-Aramark College/University
GA	Medical Center of Central Georgia	777 Hemlock St		Macon	31201	478/633-8174	LIC-Morrison's
GA	Mercer University	1400 Coleman Ave		Macon	31207	478/301-2925	LIC-Aramark College/University
GA	Georgia College and State University	231 W Hancock St	MSU Bldg.	Milledgeville	31061	478/452-2409	LIC-Sodexo College
GA	Berry College	2277 Martha Berry Hwy Nw	Krannert Student Center	Rome Mount	30149	706/236-1701	LIC-Aramark College/University
GA	Georgia Southern University	8107 Russell Un		Statesboro	30460	912/478-0447	LIC-Self Operated College
GA	Valdosta State University	1500 N Patterson St		Valdosta	31698	229/259-2506	LIC-Chartwells
GA	Valdosta State University - Student Union	1500 N Patterson St	Student Union	Valdosta	31698	229/333-5671	LIC-Chartwells
GA	Young Harris College	1 College St	Rollins Campus Center	Young Harris	30582	706/379-5304	LIC-Sodexo College
ID	Boise State University	1910 University Dr	Student Union	Boise	83725	208/426-1437	LIC-Aramark College/University
ID	University of Idaho	1080 W 6th St	Idaho Commons Food Court	Moscow	83843	208/885-6070	LIC-Sodexo College
ID	Brigham Young University - Idaho	525 S Center St	Manwaring Center	Rexburg	83460		LIC-Self Operated College
IL	State Farm Corp. HQ	1 State Farm Plz		Bloomington	61710	309/763-2398	LIC-Eurest
IL	State Farm - Corporate South H	3 State Farm Plz	Corporate South H Building	Bloomington	61791	309/763-2426	LIC-Eurest
IL	State Farm South Campus	1 State Farm Plz		Bloomington	61710	309/766-3909	LIC-Eurest
IL	Southern Illinois University - Carbondale	1255 Lincoln Dr	Student Center	Carbondale	62901	618/453-7538	LIC-Self Operated College
IL	Eastern Illinois University	600 Lincoln Ave	Office of Univ. Housing/Dining	Charleston	61920	217/581-5733	LIC-Self Operated College
IL	Southern Illinois University-Edwardsville	University Ctr	Box 1170	Edwardsville	62026	618/650-3042	LIC-Self Operated College
IL	College of DuPage	425 Fawell Blvd	Student Resource Center	Glen Ellyn	60137	630/942-4534	LIC-Sodexo College
IL	Bradley University	1501 W Bradley Ave	Michel Student Center	Peoria	61625	309/677-3210	LIC-Aramark College/University
IN	Anderson University	1100 E 5th St	OLT Student Center	Anderson	46012		LIC-Chartwells
IN	Indiana University-Library	1320 E 10th St		Bloomington	47405	812/855-6670	LIC-Sodexo College
IN	Indianapolis International Airport	7800 Col H Weir Cook Mem Dr		Indianapolis	46241		LIC-OHM

IN	Indiana University Purdue Univ at	420 University Blvd Ste 120		Indianapolis	46202	317/274-5157	LIC-Chartwells
IN	Indiana Wesleyan University	4201 S Washington St	Barnes Student Center	Marion	46953	765/677-2310	LIC-PCC
IN	Ball State University	1101 N Mckinley Ave	Atrium Food Court in the Art &	Muncie	47306	765/285-0016	LIC-Self Operated College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
KS	University of Kansas	1445 Jayhawk Blvd	Wescoe Hall Underground	Lawrence	66045	785/864-3061	LIC-Self Operated College
KS	Kansas State University		121 K-State Student Union	Manhattan	66506	785/532-6580	LIC-Sodexo College
KS	Johnson County Community College	12345 College Blvd # Sc110		Overland Park	66210	913/469-8500	LIC-Self Operated College
KS	Wichita Dwight D. Eisenhower National	2173 S Air Cargo Rd		Wichita	67209		LIC-MSE Business/Industry
KS	Wichita State University	1845 Fairmount	Rhatigan Student Center	Wichita	67260	316/978-5830	LIC-Sodexo College
KY	Western Kentucky University	1 Big Red Way	124 Downing Univ. Center	Bowling Green	42101	270/745-6844	LIC-Aramark College/University

~~CHICK-FIL-A LICENSE LISTING AS OF 12/31/14~~

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
KY	Campbellsville University	1 University Dr Upo 783	Student Center	Campbellsville	42718	270/789-5063	LIC-PCC
KY	Kentucky State University	400 E Main St		Frankfort	40604	502/597-5664	LIC-Aramark College/University
KY	Cincinnati Airport	Terminal 3, 4th Floor	Cincinnati / N KY Airport	Hebron	41048	859/767-1076	LIC-HMS Host
KY	University of Kentucky	239 Student Ctr	UK Student Center	Lexington	40506	859/257-1209	LIC-Aramark College/University
KY	University of Louisville	2100 S Floyd St	SAC Bldg W206	Louisville	40208	502/852-6715	LIC-Sodexo College
KY	Morehead State University	UPO 1371		Morehead	40351	606/783-2017	LIC-Aramark College/University
KY	Eastern Kentucky University	17 Powell Dr		Richmond	40475	859/622-3691	LIC-Aramark College/University
LA	Louisiana State University	Nicholson Est & Ceba Ln	Resident Food Svcs. Bldg.	Baton Rouge	70803	225/578-0829	LIC-Chartwells
LA	Southeastern Louisiana University - War	303 West Texas Avenue	War Memorial Student Center	Hammond	70402	985/549-2286	LIC-Aramark College/University
LA	University of Louisiana Lafayette	600 Mckinley St		Lafayette	70503	337/482-5732	LIC-Sodexo College
LA	University of Louisiana Monroe	700 University Ave		Monroe	71209	318/342-1980	LIC-Aramark College/University
LA	University of New Orleans	University Ctr Rm 250		New Orleans	70148	504/280-6370	LIC-Aramark College/University
LA	Louisiana Technical University	Wisteria Student Center Rm 208		Ruston	71272	318/257-2195	LIC-Aramark College/University
MD	St. Agnes Hospital	900 Caton Ave		Baltimore	21229	410/368-2156	LIC- Morrison's TouchPoint
MD	University of Maryland- Baltimore County	1000 Hilltop Cir	University Center	Baltimore	21250	443/612- 3663	LIC-Chartwells
MD	University of Maryland-College Park	1150 S Campus Dining Hall	Bldg 26	College Park	20742	301/314-6568	LIC-Self Operated College
MD	Frostburg State University	Stadium Road	Lane Center	Frostburg	21532	301/687-3216	LIC-Chartwells
MD	University of Maryland-Eastern Shore	30617 Backbone Road	Student Services Center	Princess Anne	21853		LIC- THP Thompson Hosp
MD	Towson University	8000 York Rd		Towson	21252	410/704-5403	LIC-Chartwells
MI	Detroit Metropolitan Airport	2562 Worldgateway Pl	McNamara Terminal, Core 10	Detroit	48242		LIC-Hojeij
MI	Oakland University	2200 N Squirrel Rd	107 Oakland Center	Rochester	48309	248/370-2518	LIC-Chartwells

MN	Minnesota State University-Mankato	7 Centennial Student Un		Mankato	56001-	507/389-2613	LIC-Sodexo College
MN	University of Minnesota	300 Washington Ave Se		Minneapolis	55455-	612/625-2037	LIC-Aramark College/University
MN	Minneapolis - Saint Paul International Airport	4300 Glumack Dr	C-2560	Saint Paul	55111-	612/355-4678	LIC-HMS Host
MO	Southeast Missouri State University	1 University Plz	MS 1700	Cape Girardeau	63701-	573/651-2569	LIC-Chartwells
MO	University of Missouri - Kansas City	5100 Cherry St	Student Union Bldg. #216	Kansas City	64110-	816/235-5080	LIC-Sodexo College
MO	Northwest Missouri State University	800 University Dr	J.W. Jones Student Center	Maryville	64468-		LIC-Aramark College/University

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
MO	St. Louis University	20 N Grand Blvd	Busch Student Center	Saint Louis	63103-	314/977-1547	LIC-Aramark College/University
MO	Missouri State University	901 S National	Plaster Student Union	Springfield	65897-	417/836-4211	LIC-Chartwells
MO	University of Central Missouri	517 South Holden	Elliott University Union	Warrensburg	64093	660/543-4300	LIC-Sodexo College
MS	Delta State University	200 Washington St	Nowell Student Union Building	Cleveland	38732-	662/846-4645	LIC-Aramark College/University
MS	University of Southern Mississippi	118 College Dr	Union Building	Hattiesburg	39406-	601/266-5376	LIC-Aramark College/University
MS	Jackson State University	1400 J R Lynch St	Student Center	Jackson	39217-	601/979-0447	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/14

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
MS	University of Mississippi Medical Center	2500 N State St		Jackson	39216-	601/815-7693	LIC-Self Operated Hospital
MS	Mississippi State University	Po Box 6229	Perry Cafeteria/Darden Avenue	Mississippi State	39762-	662/325-2849	LIC-Aramark College/University
MS	North Mississippi Medical Center	830 S Gloster St		Tupelo	38801-	662/377-3528	LIC-Morrison's
MS	University of Mississippi	Third Floor Student Union Bldg	University of Miss Food Court	University	38677	662/915-6690	LIC-Aramark College/University
NC	Gardner-Webb University	100 S Main St	Dover Campus Center	Boiling Springs	28017-	704/406-4326	LIC-Sodexo College
NC	Appalachian State University	Stadium Dr	Trivette Hall	Boone	28608-	828/262-3069	LIC-Self Operated College
NC	Campbell University	85 Main Street	Britt Hall	Buies Creek	27506	910/893-1525	LIC-Aramark College/University
NC	University of NC-Chapel Hill (Lenoir Hall)	36 Lenior Hall		Chapel Hill	27599-	919/843-7855	LIC-Aramark College/University
NC	University of North Carolina Hospital-Beach	1 Medical Dr	Beach Cafe, Brinkhouse-Bullitt	Chapel Hill	27599-	919/ 843 962-4	LIC-Aramark Hospital
NC	Gateway Village	800 W Trade St		Charlotte	28202-	980/683-0478	LIC-Eurest
NC	University of NC-Charlotte	9201 University City Blvd	Cone Center ID Office	Charlotte	28223-	704/687-3391	LIC-Chartwells
NC	Wells Fargo Bank	1525 W W T Harris Blvd		Charlotte	28262-	704/590-4737	LIC-Eurest
NC	Western Carolina University	1 University Dr	Dodson Cafeteria	Cullowhee	28723-	828/227-7177	LIC-Aramark College/University
NC	Duke University Medical Center	S Food Ct	Flowers Drive	Durham	27710-	919/668-5873	LIC-Aramark Hospital
NC	Elon University	100 Campus Dr		Elon College	27244-	336/584-9711	LIC-Aramark College/University
NC	Methodist University	5400 Ramsey St	Berns Student Center	Fayetteville	28311-		LIC-Aramark College/University
NC	NC A&T (NC Agricultural & Technical State U	1601 E Market St	Dining Services	Greensboro	27411-	336/334-7560	LIC-Sodexo College
NC	University of NC-Greensboro (Elliott Center)	516 Stirling St		Greensboro	27412-	336/334-5443	LIC-Chartwells

NC	East Carolina University - Croatan	5th Street	The Croatan	Greenville	27858	252/328-6477	LIC-Aramark College/University
NC	East Carolina University - Mendenhall	1000 E 5th St	Mendenhall Student Center	Greenville	27858	252/328-4758	LIC-Aramark College/University
NC	High Point University	833 Montlieu Ave		High Point	27262		LIC-Aramark College/University
NC	North Carolina State University	2600 Founders Dr		Raleigh	27695	919/515-7910	LIC-Self Operated College
NC	University of NC-Wilmington	601 S College Rd		Wilmington	28403	910/962-7782	LIC-Aramark College/University
NC	Wake Forest Baptist Medical Center	Medical Center Blvd		Winston Salem	27157	336/716-8836	LIC-Sodexo Hospital
NC	Wake Forest University	1834 Wake Forest Dr	Benson Food Court Center	Winston Salem	27109	336/758-4695	LIC-Aramark College/University
NE	Mutual of Omaha	33rd And Dodge St	Mutual of Omaha Plaza	Omaha	68175	402/351-4303	LIC-Eurest

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
NE	Mutual of Omaha Bank	3333 Farnam St		Omaha	68131	402/351-4303	LIC-Eurest
NJ	Richard Stockton College of New Jersey	101 Vera King Farris Dr	College Center	Galloway	08205	609/652-4771	LIC-Chartwells
NM	University of New Mexico	201 La Posada		Albuquerque	87131	505/277-0185	LIC-Chartwells
NM	New Mexico State University	Corbett Ctr Rm 130		Las Cruces	88003	575/646-4801	LIC-Sodexo College
NY	New York University	5 University Pl # 11	Weinstein Food Court	New York	10003	212/998-4931	LIC-Aramark College/University
OH	University of Cincinnati	2701 Bearcat Way	University Tangeman Center	Cincinnati	45221	513/556-1045	LIC-Aramark College/University
OH	Cleveland-Hopkins International Airport	5300 Riverside Dr		Cleveland	44135		LIC-United Concessions
OH	Dayton International Airport	3600 Terminal Rd		Vandalia	45377	937/898-3593	LIC-HMS Host

CHICK-FIL-A LICENSE LISTING AS OF 12/31/14

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
OH	Youngstown State University	1 University Plz	Kilcawley Center	Youngstown	44555		LIC-Chartwells
OK	Duncan Regional Hospital	1407 N Whisenant Dr		Duncan	73533	580/251-8767	LIC-Sodexo Hospital
OK	University of Central Oklahoma	100 N University Dr		Edmond	73034	405/974-4637	LIC-Chartwells
OK	University of Oklahoma	1400 Asp Ave	Room 133	Norman	73019	405/325-6851	LIC-Self Operated College
OK	University of Oklahoma Couch Building	333 3 St		Norman	73019	405/325-5185	LIC-Self Operated College
OK	University of Oklahoma Health Science	1106 N Stonewall Ave	Student Center 132	Oklahoma City	73117	405/271-3660	LIC-Self Operated College
OK	Oklahoma Baptist University	500 W University St	Geiger Center	Shawnee	74804	405/878-2418	LIC-Chartwells
OK	Oklahoma State University	Room 177	Student Union Building	Stillwater	74078	405/744-7393	LIC-Self Operated College
OK	Northeastern State University	600 N Grand Ave		Tahlequah	74464	918/456-5511	LIC-Sodexo College
OK	Oral Roberts University	7777 S Lewis Ave		Tulsa	74171	918/495-6357	LIC-Sodexo College
OK	University of Tulsa	440 S Gary Ave		Tulsa	74104	918/631-3635	LIC-Sodexo College
PA	Indiana University of Pennsylvania	319 Pratt Dr		Indiana	15701	724/357-7571	LIC-Aramark College/University
PA	Kutztown University	15200 Kutztown Rd 20 Luckenbill	Cub Cafe/McFarland Student	Kutztown	19530	610/484/68364	LIC-Aramark College/University
PA	Lock Haven University	401 N Fairview St	Eagle Rock Food Court - Bently Hall	Lock Haven	17745	570/484-2833	LIC-Aramark College/University

PA	Drexel University	203 N 34th St	Northside Dining Terrace	Philadelphia	19104-	215/895-6246	LIC-Sodexo College
PA	Philadelphia International Airport	8500 Essington Ave		Philadelphia	19153-	215/ 365 492 -2	LIC-Hojeij
PA	University of Pittsburgh	3990 5th Ave	University of Pittsburgh Tower	Pittsburgh	15213-	412/624-2813	LIC-Sodexo College
PA	University of Scranton	900 Mulberry Street	DeNaples Student Center	Scranton	18510	570/941-7456	LIC-Aramark College/University
PA	Penn State University	BO10C Hub-Robeson Center		University Park	16802	814/865-7623	LIC-Self Operated College
PA	West Chester University	Rosedale Ave	Rams Head Food Ct	West Chester	19383-	610/436-2730	LIC-Aramark College/University
SC	College of Charleston	71 George Street	Stern Student Center	Charleston	29424	843/953-5576	LIC-Aramark College/University
SC	College of Charleston - Berry Hall	162 Calhoun St	Berry Hall	Charleston	29401-	843/953-1055	LIC-Aramark College/University
SC	Medical University of South Carolina	171 Ashley Ave Rm Eh110a		Charleston	29425-	843/792-3559	LIC-Sodexo Hospital
SC	Clemson University		Harcombe Dining Hall	Clemson	29633	864/656-2692	LIC-Aramark College/University

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
SC	University of South Carolina	1718 College St		Columbia	29208-	803/777-6222	LIC-Sodexo College
SC	Coastal Carolina University	100 Spadoni Park Circle	Lib Jackson Student Center	Conway	29528		LIC-Aramark College/University
SC	Bob Jones University	1700 Wade Hampton Blvd	Student Center	Greenville	29614-	864/370-1800	LIC-Aramark College/University
SC	Furman University-Student Center	3300 Poinsett Hwy		Greenville	29613-	864/294-3664	LIC-Aramark College/University
SC	Greenville Memorial Hospital	701 Grove Rd		Greenville	29605-	864/455- 7093	LIC-Self Operated Hospital
SC	Charleston Southern University	9200 University Blvd	Strom Thurmond Center	North Charleston	29406-		LIC-Aramark College/University
SC	Wofford College	429 N Church St		Spartanburg	29303-	864/597-4252	LIC-Aramark College/University
SD	South Dakota State University	1023 Student Center Ln	Student Union	Brookings	57007-		LIC-Aramark College/University
SD	University of South Dakota	414 E Clark St	Muenster Student Union	Vermillion	57069-		LIC-Aramark College/University

~~CHICK-FIL-A LICENSE LISTING AS OF 12/31/14~~

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TN	Erlanger Health Systems	975 E 3rd St		Chattanooga	37403-	423/778- 7762	LIC-Aramark Sodexo Hospital
TN	University of Tennessee-Chattanooga	615 Mccallie Ave	107 University Center	Chattanooga	37403-	423/425-4200	LIC-Aramark College/University
TN	Austin Peay State University	601 College St	Morgan Center University	Clarksville	37044-	931/221-7474	LIC-Chartwells
TN	Lee University	1120 N Ocoee St		Cleveland	37311-	423/614-8587	LIC-Sodexo College
TN	Tennessee Tech University	1000 N Dixie	Roaden University Center	Cookeville	38505-		LIC-Chartwells
TN	Jackson-Madison County Hospital	620 Skyline Dr		Jackson	38301-	731/541-6591	LIC-Morrison's
TN	Carson Newman University	809 E College St	Maddox Student Activities Center	Jefferson City	37760-		LIC-Aramark College/University
TN	East Tennessee State University	J.L. Seehorn, Jr. Dr	DP Cult Center	Johnson City	37601	423/439-4389	LIC-Aramark College/University
TN	University of Tennessee	1502 Cumberland Ave 1015 Phillip	Rocky Top	Knoxville	37996-	865/974-1552	LIC-Aramark College/University
TN	University of Tennessee - Presidential Court	1017 Francis St		Knoxville	37916-	865/974-6846	LIC-Aramark College/University
TN	University of Tennessee-Martin	133 Boling University Ctr		Martin	38238-	731/881-7772	LIC-Sodexo College

TN	Bethel University	325 Cherry Ave	Vera Lowe Center	Mc Kenzie	38201	731/352-4006	LIC-Self Operated College
TN	University of Memphis	Jones Hall Tiger Den		Memphis	38152	901/678-3079	LIC-Aramark College/University
TN	University of Memphis-University Center	499 University Ctr	University Center Food Court	Memphis	38152		LIC-Aramark College/University
TN	Middle Tennessee State University	1301 Main St		Murfreesboro	37132	615/898-2675	LIC-Aramark College/University
TN	AT&T-Nashville	333 Commerce St		Nashville	37201	615/742-0261	LIC-Aramark Business/Industry
TN	Belmont University	2000 Belmont Blvd	Graphart Center	Nashville	37212		LIC-Sodexo College
TN	Lipscomb University	1 University Park Dr	Bennett Campus Center	Nashville	37204	615/966-6266	LIC-Sodexo College
TN	Tennessee State University	3500 John A Merritt Blvd	Floyd-Payne Campus Center	Nashville	37209	615/963-5495	LIC-Aramark College/University
TX	Abilene Christian University	216b Mcglothlin Campus Ctr		Abilene	79699	325/674-2520	LIC-Aramark College/University
TX	University of Texas-Arlington	300 W First St		Arlington	76019	817/272-2919	LIC-Aramark College/University
TX	University of Texas-Austin	24th & Guadalupe	Texas Union	Austin	78713	512/475-6500	LIC-Aramark College/University
TX	University of Texas-Austin-SAC	2201 Speedway	Student Activities Center	Austin	78712	512/485-6508	LIC-Aramark College/University
TX	University of Mary Hardin - Baylor	900 College St	Student Union Building	Belton	76513		LIC-Sodexo College
TX	West Texas A&M University	Jbk Student Ctr		Canyon	79016	806/651-2715	LIC-Aramark College/University

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

<u>State</u>	<u>Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor Name</u>
TX	Texas A&M-Ag Cafe	Agronomy Rd		College Station	77843	979/845-6116	LIC-Chartwells
TX	Texas A&M-Commons	Dept Of Food Service		College Station	77843	979/845-1842	LIC-Chartwells
TX	Texas A&M-SBISA	Agronomy Rd		College Station	77843	979/845-8188	LIC-Chartwells
TX	Texas A&M Corpus Christi	6300 Ocean Dr Unit 5763		Corpus Christi	78412	361/825-2760	LIC-Chartwells
TX	Baylor University Medical Center	3500 Gaston Ave	J.G. LaHair @ Baylor Dallas Ed	Dallas	75246		LIC-Aramark Hospital
TX	Dallas Baptist University	3000 Mountain Creek Pkwy	Mahler Student Center	Dallas	75211		LIC-Sodexo College
TX	Dallas Love Field	8008 Cedar Springs Rd		Dallas	75235		LIC-HMS Host

~~CHICK-FIL-A LICENSE LISTING AS OF 12/31/14~~

<u>State</u>	<u>Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor Name</u>
TX	Southern Methodist University (SMU)	3300 Dyer St # 101	Dining Services	Dallas	75275	214/768-2367	LIC-Aramark College/University
<u>TX</u>	<u>Texas Health Presbyterian Hospital - Dallas</u>	<u>8200 Walnut Hill Ln</u>		<u>Dallas</u>	<u>75231</u>	<u>214/345-4237</u>	<u>LIC-Self Operated Hospital</u>
TX	Texas Woman's University	420 Administration Dr.	Student Ctr, Rm 001	Denton	76201	940/898-3665	LIC-Aramark College/University
TX	University of North Texas	Po Box 310877	Student Union Bldg	Denton	76203	940/369-8597	LIC-Self Operated College
TX	University of Texas - Pan American	1201 W University Dr	Student Union Building	Edinburg	78539	956/665-7485	LIC-Sodexo College
TX	University of Texas-El Paso	201 Baltimore		El Paso	79968	915/747-7459	LIC-Sodexo College
TX	Cook Children's Hospital	801 7th Ave		Fort Worth	76104	682/885-4044	LIC-Self Operated Hospital
TX	Texas Christian University	2901 Stadium Dr	Brown Lupton University Union	Fort Worth	76129		LIC-Sodexo College
TX	Houston Baptist University	7502 Fondren Rd	M.D. Anderson Student Center	Houston	77074		LIC-Aramark College/University

TX	M.D. Anderson Cancer Center	7007 Bertner Ave	Administrative Support Building	Houston	77030-	713/792-2688	LIC-Self Operated Hospital
TX	M.D. Anderson Hospital	1515 Holcombe Blvd	Box 58, Food Court	Houston	77030-	713/792-2646	LIC-Self Operated Hospital
TX	One Allen Center	500 Dallas St		Houston	77002-	713/659-3800	LIC-Restaurant Innovative
TX	Pennzoil Place	711 Louisiana St Ste 100		Houston	77002-	713/505-1211	LIC-Restaurant Innovative
TX	Texas Childrens Hospital	6621 Fannin St	MC2-3521	Houston	77030-	832/822-0304	LIC-Self Operated Hospital
TX	Texas Medical Center	6550 Bertner Ave		Houston	77030-	713/749-0477	LIC-Aramark Business/Industry
TX	Texas Southern University	3100 Cleburne St	Sterling Student Life Center	Houston	77004-		LIC-Sodexo College
TX	University of Houston-Downtown	1 Main St		Houston	77002-	832/256-2574	LIC-Aramark College/University
TX	University of Houston-The Satellite	3801 Cullen Blvd		Houston	77004-	832/842-5989	LIC-Aramark College/University
TX	University of Houston-University Center	4700 Calhoun Rd	American Cafe/Univ. Ctr., Room 121	Houston	77004-	832/842-5989	LIC-Aramark College/University
TX	William P. Hobby Airport	7800 Airport Blvd	International Terminal	Houston	77061-	713/644-0737	LIC-NPR
TX	Sam Houston University	1717 Avenue J	Campus Dining Service	Huntsville	77340-	936/294-1964	LIC-Aramark College/University
TX	Texas A&M University-Kingsville	1050 E Santa Gertrudis St	Memorial Student Union Building	Kingsville	78363-	361/593-4177	LIC-Aramark College/University
TX	Texas A&M International University	5201 University Blvd	Student Center Food Court	Laredo	78041-		LIC-Aramark College/University
TX	Covenant Medical Ctr (Methodist Hosp)	3615 19th St		Lubbock	79410-	806/725-0483	LIC-Aramark Hospital
TX	Texas Tech University	15th and Akron	Housing and Dining Services	Lubbock	79409-	806/742-4610	LIC-Self Operated College
TX	Texas Tech University - Sam's West	3211 18th St.	Sam's Place Wiggins	Lubbock	79409	806/742-6666	LIC-Self Operated College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	Stephen F. Austin University	University Center Vista Dr	Room 109	Nacogdoches	75962-	936/468-5208	LIC-Aramark College/University
TX	Prairie View A&M University	L.W. Minor Street	Memorial Student Center	Prairie View	77446	936/857-4326	LIC-Sodexo College
TX	University of Texas-Dallas	2601 N Floyd Rd	Founders North Building	Richardson	75080-	972/883-4769	LIC-Chartwells
TX	Angelo State University	2601 W Avenue N		San Angelo	76909-	325/944-1888	LIC-Chartwells
TX	St. Mary's University	1 Camino Santa Maria St	Student Dining Center	San Antonio	78228-	210/436-3750	LIC-Aramark College/University
TX	University of Texas-San Antonio (UTSA)	1 Utsa Cir	JPL Food Court	San Antonio	78249-	210/458- 4209	LIC-Aramark College/University
TX	University of the Incarnate Word	4301 Broadway St		San Antonio	78209-	210/ 829 805-6	LIC-Sodexo College
TX	USAA Cafe H	9800 Fredericksburg Rd	McDermott Bldg., C-S-W	San Antonio	78288-	210/498-1414	LIC-Sodexo Business
TX	Texas State University	100 Moore Street Bldg 30		San Marcos	78666	512/245-9930	LIC-Chartwells
TX	Tarleton State University	1451 W Jones St		Stephenville	76401-	254/968-9444	LIC-Sodexo College
TX	Tyler Junior College	S Baxter St	New Student Resident Life Center	Tyler	75798-		LIC-Aramark College/University

~~CHICK-FIL-A LICENSE LISTING AS OF 12/31/14~~

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	University of Texas - Tyler	3900 University Blvd	University Center	Tyler	75799-	903/566-7074	LIC-Aramark College/University
TX	Baylor University	1311 S 5th St		Waco	76798-	254/710-1721	LIC-Aramark College/University

TX	Midwestern State University	3410 Taft Blvd	Clark Student Union	Wichita Falls	76308-	940/397-4803	LIC-Chartwells
UT	Southern Utah University	351 W University Blvd	Sharwan Smith Student Center	Cedar City	84720-	435/586-7780	LIC-Chartwells
UT	Brigham Young University	685 E University Pkwy	Cougareat Food Court	Provo	84602-		LIC-Self Operated College
VA	Virginia Tech	200 Owens Hall	Owens Dining Center	Blacksburg	24061-	540/231-4901	LIC-Self Operated College
VA	University of Virginia	Alderman & McCormick Rds.		Charlottesville	22904-	434/924-7901	LIC-Aramark College/University
VA	George Mason University (SUB 1)	4400 University Dr	Student Union Building 1	Fairfax	22030-	703/993-9259	LIC-Sodexo College
VA	Longwood University	156 S South St		Farmville	23901-	434/315-0232	LIC-Aramark College/University
VA	Hampton University	Queen & Tyler St		Hampton	23668-	757/727-5218	LIC-Gourmet Services, Inc.
VA	James Madison University	Msc 902	Dining Services	Harrisonburg	22807-	540/568-7526	LIC-Aramark College/University
VA	Liberty University - Tilley	1971 University Blvd	Tilley Student Center	Lynchburg	24502-	434/582-2262	LIC-Sodexo College
VA	Christopher Newport University	1 University Pl		Newport News	23606-	757/594-7888	LIC-Self Operated College
VA	Norfolk State University	700 Park Ave		Norfolk	23504-	757/823-2114	LIC- Chartwells Thompson Hosp
VA	Old Dominion University	1200 Webb Ctr		Norfolk	23529-	757/683-3218	LIC-Aramark College/University
VA	Virginia State University	1 Hayden St	Foster Hall Student Center	Petersburg	23803-	804/687-2499	LIC-Thompson Hosp
VA	Radford University	Fairfax Street	Dalton Hall	Radford	24142	540/831-5351	LIC-Chartwells
VA	Medical College of Virginia	403 N 13th St	MCV Campus	Richmond	23298-	804/828-6149	LIC-Aramark Hospital
VA	Virginia Commonwealth University	900 Park Ave	VCU Dining Services	Richmond	23284-	804/828-2225	LIC-Aramark College/University
VA	Valley Health Winchester Medical Center	1836 Amherst St	Cafe at Winchester Medical Center	Winchester	22601-	540/536-8110	LIC-Aramark Hospital
WV	Marshall University	1 John Marshall Dr		Huntington	25755-	304/696-3329	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/15

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
WV	West Virginia University	1550 University Ave	Mountainlair Student Center	Morgantown	26506-	304/293-2096	LIC-Self Operated College
	274 289						

CHICK-FIL-A RESTAURANT LISTING AS OF

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
AL	OPR	Constantine Zouboukos	125 Colonial Promenade Pkwy	Alabaster	35007-3130	205/685-1190
AL	OPR	Matthew Kyle	1291 Us Highway 72 E	Athens	35611-4403	256/233-8900
AL	OPR	Bob McFadden	326 W Magnolia Ave	Auburn	36832-1402	334/826-7630
AL	TMP	MatthewWill RhodesLowe	1627 Opelika Rd Ste 54	Auburn	36830-1720	334/887-5429
AL	OPR	Brian Schubert	6000 Harris Ln	Bessemer	35022-7302	205/426-3190
AL	OPR	Brad Johnson	1913 5th Ave N	Birmingham	35203-2608	205/324-6161
AL	OPR	Brent Fielder	5375 Highway 280	Birmingham	35242-5317	205/995-8333
AL	OPR	Mark Meadows	4620 U.S. 280 South	Birmingham	35242	205/995-9925
AL	OPR	Mark Nichols	5886 Trussville Crossings Pkwy	Birmingham	35235-8633	205/661-0544
AL	OPR	Mark Nichols	9345 Parkway E	Birmingham	35215-8303	205/836-0003
AL	OPR	Morris Jackson	2000 Riverchase Galleria Ste 158b	Birmingham	35244-2325	205/987-2244
AL	OPR	Nathaniel Humphreville	2000 Highland Ave S	Birmingham	35205-3802	205/930-8000
AL	OPR	Rodney Jackson	746 Brookwood Vlg	Birmingham	35209-4549	205/871-1398
AL	OPR	Randy Earnest	1830 Cherokee Ave Sw	Cullman	35055-5546	256/735-1650
AL	OPR	Daniel Nance	1682 Us Highway 98	Daphne	36526-4252	251/621-3215
AL	OPR	Barry Keith	1809 Beltline Rd Sw	Decatur	35601-5506	256/355-3035
AL	OPR	JimAaron BradburnEddy	3418 Ross Clark Cir	Dothan	36303-2525	334/712-4849
AL	OPR	LukeKristen KyleJohnson	900 Commons Dr Ste 407	Dothan	36303-2268	334/794-6172
AL	OPR	Josh Waddy	626 Boll Weevil Cir	Enterprise	36330-2734	334/347-4747
AL	OPR	Brynn Albretsen	341 Cox Creek Pkwy	Florence	35630-1539	256/764-0535
AL	TMP	RyanDavid SouthersWilson	301 Cox Creek Pkwy Ste 1212	Florence	35630-9903	256/764-0507
AL	OPR	Wayne Mozley	3013 S Mckenzie St	Foley	36535-3411	251/971-6505
AL	OPR	Mike Holmes	215 Howell St	Fultondale	35068-1678	205/841-1777
AL	OPR	Brian Jennings	1001 Rainbow Dr Ste 61	Gadsden	35901-5391	256/547-4447
AL	OPR	Carol Zaharias	1008 S 4th St	Gadsden	35901-5227	256/543-7770
AL	OPR	Mike Holmes	385 Fieldstown Rd	Gardendale	35071-2490	205/608-3488
AL	OPR	Bob Moore	11488 Us Highway 431	Guntersville	35976-5614	256/894-8303
AL	OPR	Rodney Jackson	211 Lakeshore Pkwy	Homewood	35209-7108	205/945-6062
AL	OPR	David Jackson	1609 Montgomery Hwy	Hoover	35216-4901	205/979-9990
AL	OPR	Morris Jackson	3020 John Hawkins Pkwy	Hoover	35244-1011	205/987-7568
AL	OPR	Barry Wesson	4733 University Dr Nw	Huntsville	35816-3407	256/837-1315
AL	OPR	Bryan Barlock	11820 Memorial Pkwy Sw	Huntsville	35803-3304	256/650-7014
AL	TMP	David Huffman	2801 Memorial Pkwy Sw Ste 70	Huntsville	35801-5645	256/533-9206
AL	OPR	John Carter	4751 Whitesburg Dr S	Huntsville	35802-1632	256/880-4080
AL	OPR	Rosslyn Singleton	2801 Memorial Pkwy Sw Ste 70	Huntsville	35801-5645	256/533-9206
AL	OPR	Scott Powers	1648 Montclair Rd	Irondale	35210-2410	205/957-2229
AL	OPR	Kim Hall	300 Highway 78 E Ste 414	Jasper	35501-3887	205/221-6667
AL	OPR	Ruth Grace	1812 Highway 78 E	Jasper	35501-4038	205/221-0308
AL	OPR	Scott Robinson	1808 Ashville Rd	Leeds	35094-7508	205/699-1118
AL	OPR	Norman Dull	7885 Highway 72 W	Madison	35758-9559	256/837-7020
AL	OPR	Daniel Nance	107 Saint Francis St	Mobile	36602-3334	251/415-1700
AL	OPR	Darin Wynn	3215c Bel Air Mall	Mobile	36606-3207	251/476-8361
AL	OPR	Glenn Rosson	435 Schillinger Rd S	Mobile	36695-8911	251/639-1163
AL	OPR	Glenn Rosson	4707 Airport Blvd	Mobile	36608-3145	251/461-9933
AL	OPR	RufusGrayson CateTanner	3244 Dauphin St	Mobile	36606-4001	251/476-0320
AL	OPR	Gary Soriano	201 Monroe St	Montgomery	36104-3735	334/293-4773
AL	OPR	Gary Soriano	6921 Eastchase Loop	Montgomery	36117-6876	334/271-1095
AL	OPR	JeremyJason GwinSoriano	1250 Eastdale Mall	Montgomery	36117-2154	334/272-1411
AL	OPR	Robert Eike	2682 Eastern Blvd	Montgomery	36117-1510	334/271-0104
AL	OPR	Stuart Rogers	915 Ann St	Montgomery	36107-2001	334/262-2017
AL	OPR	Luke Kyle	511 Avalon Ave	Muscle Shoals	35661-2811	256/386-5442
AL	OPR	Ashley Gill	1620 Mcfarland Blvd	Northport	35476-3259	205/330-1110
AL	OPR	Andrew Barnes	2052 Tiger Town Pkwy	Opelika	36801-5486	334/741-7112

CHICK-FIL-A RESTAURANT LISTING AS OF

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
AL	OPR	Charles Rice	6599 Highway 431 S	Owens Cross Roads	35763-9217	256/288-0007
AL	OPR	Erik Smith	700 Quintard Dr Ste Fc8	Oxford	36203-1867	256/835-1887
AL	OPR	Wade Bence	1205 AL Highway 21 S	Oxford	36203-2422	256/835-6009
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
AL	OPR	Constantine Zouboukos	320 Cahaba Valley Rd	Pelham	35124-1398	205/403-3223
AL	OPR	Heath Kyle	1653 Martin St N	Pell City	35125-9350	205/525-0539
AL	OPR	Todd Morgan	3711 U.S. Hwy 280	Phenix City	36867	334/214-5599
AL	OPR	Daniel Grier	1967 Cobbs Ford Rd	Prattville	36066-7290	334/365-8222
AL	OPR	Johnathan Sadlock	30500 SR 181 Suite B	Spanish Fort	36527	251/621-3020
AL	OPR	Jeff Koch	1121 Highway 231 S	Troy	36081-3001	334/566-0505
AL	OPR	Bryce Donaldson	2014 Mcfarland Blvd E	Tuscaloosa	35404-5805	205/752-9999
AL	OPR	RyanWilliam SaxbyBoulware	1701 Mcfarland Blvd E Ste 190	Tuscaloosa	35404-5833	205/553-9195
AL	OPR	William Boulware	4900 Old Greensboro Rd	Tuscaloosa	35405-3919	205/247-9980
AR	OPR	Mark Hufford	209 S Walton Blvd	Bentonville	72712-5701	479/273-3100
AR	OPR	Guy Parker	2232 N Reynolds Rd	Bryant	72022-2534	501/653-0404
AR	OPR	Alan Kizer	1115 E Oak St	Conway	72032-5925	501/513-1122
AR	OPR	Alan Kizer	2510 Prince St	Conway	72034-3756	501/505-8645
AR	OPR	Jim Bryant	4180 N College Ave	Fayetteville	72703-5120	479/443-0343
AR	OPR	Jim Bryant	Highway 471	Fayetteville	72703	479/443-0011
AR	OPR	Paige Frost	1369 W Martin Luther King Blvd	Fayetteville	72701-6317	479/444-6570
AR	OPR	Dean Sparks	6810 Rogers Ave	Fort Smith	72903-4068	479/484-5152
AR	OPR	Jonathan Richardson	100 Cornerstone Blvd	Hot Springs	71913-6560	501/520-0620
AR	OPR	Mike Fullington	1800 StadiumRed Wolf Blvd	Jonesboro	72401-5433	870/910-6611
AR	OPR	Bob Paine	11525 Cantrell Rd	Little Rock	72212-1700	501/223-5111
AR	OPR	John Spenst	6000 W Markham St	Little Rock	72205-3198	501/663-0304
AR	OPR	John Spenst	6201 W Markham St	Little Rock	72205-3116	501/663-8080
AR	OPR	Josh Burnette	12500 W Markham St	Little Rock	72211-3310	501/228-0404
AR	OPR	Carter Tucker	3929 McCain Blvd	North Little Rock	72116-8011	501/758-8497
AR	OPR	Dale Stock	4320 E McCain Blvd	North Little Rock	72117-2517	501/945-1818
AR	OPR	Scott Clark	2601 W Pleasant Grove Rd	Rogers	72758-5802	479/246-0003
AR	OPR	Scott Clark	4001 W Walnut St	Rogers	72756-1842	479/636-4664
AR	OPR	Tim Douglass	3089 E Main St	Russellville	72802-9643	479/967-0220
AR	OPR	Matthew Harbin	3683 E Race Ave	Searcy	72143-6204	501/268-0232
AZ	OPR	Bruce Ploeser	10180 W Mcdowell Rd	Avondale	85392-4841	623/907-4780
AZ	OPR	Kris Wellmaker	893 N Promenade Pkwy	Casa Grande	85194-5408	520/876-9001
AZ	OPR	Don Elam	2550 W Chandler Blvd	Chandler	85224-4905	480/855-1555
AZ	OPR	Robert Ervin	2900 E Germann Rd	Chandler	85286-1404	480/812-1717
AZ	OPR	Nathan Vickroy	1000 S Milton Rd	Flagstaff	86001-6304	928/779-9111
AZ	OPR	Kimberly Caballero	2533 S Market St	Gilbert	85295-1300	480/814-7200
AZ	OPR	Troy Seavers	5908 W Thunderbird Rd	Glendale	85306-4140	602/283-4848
AZ	OPR	Bruce Ploeser	1466 N Dysart Rd	Goodyear	85395-2615	623/536-0241
AZ	OPR	Brandon Barrett	905 N Dobson Rd	Mesa	85201-7573	480/834-0573
AZ	OPR	Dave Taplin	6555 E Southern Ave Ste 2012	Mesa	85206-3725	480/981-1858
AZ	OPR	Josh Lindsey	4908 S Power Rd	Mesa	85212-3602	480/988-6252
AZ	OPR	Travis Cranford	1664 S Stapley Dr	Mesa	85204-6661	480/892-9714
AZ	OPR	Leo Lichter	16657 N 83rd Ave	Peoria	85382-5807	623/878-0885
AZ	OPR	Daniel Trotter	7000 E Mayo Blvd Bldg 2	Phoenix	85054-6158	480/419-6039
AZ	OPR	David McGrew	3111 W Peoria Ave	Phoenix	85029-5207	602/595-4003
AZ	OPR	Jeff Myles	3001 W Agua Fria Fwy	Phoenix	85027-3926	623/581-3277
AZ	OPR	Lourdes Hatten	12031 N Tatum Blvd	Phoenix	85028-1605	602/923-0388
AZ	OPR	Matthew Richardson	4105 N 44th St	Phoenix	85018-4216	602/840-4566
AZ	OPR	Philip Thomas	1601 E Camelback Rd	Phoenix	85016-3901	602/264-4450
AZ	OPR	Russ Johnson	5035 E Ray Rd	Phoenix	85044-6407	480/961-6006
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone

CHICK-FIL-A RESTAURANT LISTING AS OF

AZ	OPR	Jason Purvis	20455 E Rittenhouse Rd	Queen Creek	85142-4476	480/834-0757
AZ	OPR	Chris Gammel	14995 N 87th St	Scottsdale	85260-2665	480/922-4540
AZ	OPR	Frank Johnson	10652 N 89th Pl	Scottsdale	85260-6753	480/404-6798
AZ	OPR	Chris Hall	13725 W Bell Rd	Surprise	85374-3871	623/584-7795
AZ	OPR	Brandon Barrett	25 W University Dr	Tempe	85281-3637	480/968-6899
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
AZ	OPR	Jim Paine	4585 N Oracle Rd	Tucson	85705-1637	520/408-2456
AZ	OPR	Matt Hountz	3605 E Broadway Blvd	Tucson	85716-5400	520/321-4232
AZ	OPR	Mike Misenhimer	1935 E 16th St	Yuma	85365-2104	928/783-4321
CA	OPR	Mike Philip Ricks Myers	26861 Aliso Creek Rd	Aliso Viejo	92656-3392	949/425-1685
CA	OPR	Carlos Mayen Solorzano	900 E Alostia Ave	Azusa	91702-2709	626/334-7600
CA	OPR	Justin Troy Clark Hess	5260 Stockdale Hwy	Bakersfield	93309-2646	661/327-5260
CA	OPR	Joe Pumilia	1647 E Imperial Hwy	Brea	92821-5835	714/674-0233
CA	OPR	Steve Hollins	8161 La Palma Ave	Buena Park	90620-3203	714/994-2442
CA	OPR	Robert Hensen	18605 Gridley Rd	Cerritos	90703-5407	562/924-9408
CA	OPR	David Dinasan	3640 Grand Ave	Chino Hills	91709-1474	909/628-4000
CA	OPR	Mandy Medlin	2089 Olympic Pkwy	Chula Vista	91915-1356	619/482-6719
CA	OPR	Bob Sun	21550 Valley Blvd	City Of Industry	91789-5241	909/598-6300
CA	OPR	Casey Meadows	450 Hidden Valley Pkwy	Corona	92879-8600	951/279-4555
CA	OPR	Shawn York	3555 Grand Oaks	Corona	92881-4634	951/898-0608
CA	OPR	Tammy Guadagno	3181 Harbor Blvd	Costa Mesa	92626-2555	714/435-0145
CA	OPR	Josiah Borg	8613 Firestone Blvd	Downey	90241-5242	562/923-8811
CA	OPR	Darrell Frick	8430 Bond Rd	Elk Grove	95624-9457	916/714-0744
CA	OPR	Glenn Murdock	194 N El Camino Real	Encinitas	92024-2890	760/436-2622
CA	OPR	Jordan Ciervo	1290 Auto Park Way	Escondido	92029-2232	760/738-9200
CA	OPR	Annette Fortney	1750 Travis Blvd	Fairfield	94533-3431	707/421-9631
CA	OPR	Matt Crane	2679 E Bidwell St	Folsom	95630-6404	916/817-2697
CA	OPR	Jeffrey Foster	26792 Portola Pkwy	Foothill Ranch	92610-1712	949/699-3881
CA	OPR	Dan Kosin	5245 Mowry Ave	Fremont	94538-1056	510/608-5771
CA	OPR	Jon Hooper	5539 Auto Mall Pkwy	Fremont	94538-5128	510/353-1678
CA	OPR	Peter Marthedal	765 E Shaw Ave	Fresno	93710-7705	559/226-1967
CA	OPR	Sonja Middleton	8040 N Blackstone Ave	Fresno	93720-1544	559/432-3622
CA	OPR	Rick Cordy	151 E Orangethorpe Ave	Fullerton	92832-3016	714/278-9888
CA	OPR	Wade Roepke	4040 Douglas Blvd	Granite Bay	95746-5900	916/773-0737
CA	OPR	Craig Takata	4127 Campus Dr	Irvine	92612-2645	949/725-0230
CA	OPR	Jarrod McBride	13490 Jamboree Rd	Irvine	92602-2308	714/730-9100
CA	OPR	Jeremy Starnes	6428 Irvine Blvd	Irvine	92620-2104	949/551-4232
CA	OPR	Beth Scott	24011 El Toro Rd	Laguna Hills	92653-3103	949/458-3544
CA	OPR	Mark Howery	28201 Crown Valley Pkwy	Laguna Niguel	92677-1461	949/448-8447
CA	OPR	Thomas Purtell	1801 W Imperial Hwy	La Habra	90631-6969	562/398-4176
CA	OPR	Robert Hensen	4895 Candlewood St	Lakewood	90712-1832	562/408-2543
CA	OPR	John Howard	7681 Carson Blvd	Long Beach	90808-2367	562/425-4232
CA	OPR	Ashley Derby	3758 S Figueroa St	Los Angeles	90007-4315	213/747-8721
CA	OPR	C.R. May	900 Westwood Blvd	Los Angeles	90024-2905	310/443-8900
CA	OPR	Jeremiah Cillpam	6750 W Sunset Blvd	Los Angeles	90028-7117	323/464-2455
CA	OPR	Julian Hollar	11750 Jefferson Blvd	Los Angeles	90230-6308	310/391-8364
CA	OPR	Jenny Jones	24794 Madison Ave	Murrieta	92562-9726	951/677-5173
CA	OPR	Blake Wohlgemuth	401 Newport Center Dr Ste A108	Newport Beach	92660-6963	949/719-0664
CA	OPR	Mandy Cooper	8875 Tampa Ave	Northridge	91324-3520	818/882-3106
CA	OPR	Danny Goepf	35 Rowland Way	Novato	94945-5001	415/897-7710
CA	OPR	Adam Hoffman	3475 Marron Rd	Oceanside	92056-4673	760/576-3128
CA	OPR	Ryan Osbrink	4350 Ontario Mills Pkwy	Ontario	91764-5106	909/481-5730
CA	OPR	Larry Worsham	2575 N Tustin St	Orange	92865-3002	714/685-1707
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
CA	OPR	Matt Ellenberg	2040 N Rose Ave	Oxnard	93036-5052	805/988-9232

CHICK-FIL-A RESTAURANT LISTING AS OF

CA	OPR	Randall Brookshire	732 W Rancho Vista Blvd	Palmdale	93551-3713	661/947-7700
CA	OPR	Adaobi Gwacham	1700 E Colorado Blvd	Pasadena	91106-2115	626/793-7636
CA	OPR	Livi Vitzitu	2354 Sunrise Blvd	Rancho Cordova	95670-4343	916/853-9100
CA	OPR	Corey Braun	12190 Foothill Blvd	Rancho Cucamonga	91739-9335	909/899-4707
CA	OPR	William Crum	27520 W Lugonia Ave	Redlands	92374-2017	909/307-8719
CA	OPR	Justin Beard	2885 Canyon Springs Pkwy	Riverside	92507-0907	951/656-6503
CA	OPR	Ben Lavin	912 Pleasant Grove Blvd	Roseville	95678-6126	916/773-5558
CA	OPR	Joshua Paul	2101 Alta Arden Expy	Sacramento	95825-2221	916/922-2814
CA	OPR	Brent Baillio	10750 Camino Ruiz	San Diego	92126-2305	858/566-7800
CA	OPR	Matthew Matt Hughes	3570 Sports Arena Blvd	San Diego	92110-4919	619/758-1555
CA	OPR	Mike Weeks	11670 Carmel Mountain Rd	San Diego	92128-4621	858/613-0573
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
CA	OPR	Tyler Lunn	10750 Camino Ruiz	San Diego	92126-2305	858/566-7800
CA	OPR	Shannon Balderas	2280 Monterey Road	San Jose	95112	408/975-6102
CA	OPR	Will Wong	53 Headquarters Dr	San Jose	95134-1357	408/526-0600
CA	OPR	Jordan Ciervo	587 Grand Ave	San Marcos	92078-1234	760/736-8105
CA	OPR	Nick Jones	3601 S Bristol St	Santa Ana	92704-7301	714/540-0020
CA	OPR	Carol Ruiz	3707 State St	Santa Barbara	93105-3103	805/687-0450
CA	OPR	Tom Williams	24180 Magic Mountain Pkwy	Santa Clarita	91355-3914	661/799-3663
CA	OPR	Jason Chris Sutton Medford	1452 Mendocino Ave	Santa Rosa	95401-4314	707/542-2456
CA	OPR	Nate Kyle Knecht Steck	9418 Mission Gorge Rd	Santee	92071-3847	619/562-0774
CA	OPR	Scott Carr	12101 Seal Beach Blvd	Seal Beach	90740-2633	562/430-3060
CA	OPR	Arnold Chong	550 W El Camino Real	Sunnyvale	94087-1210	408/830-9940
CA	OPR	Jim Toth	40531 Margarita Rd	Temecula	92591-2859	951/296-6467
CA	OPR	Josh Young	449 N Moorpark Rd	Thousand Oaks	91360-3706	805/379-1611
CA	OPR	Cole Donahoo	18200 Hawthorne Blvd	Torrance	90504-4509	310/371-7320
CA	OPR	Erwin Arevalo	21821 Hawthorne Blvd	Torrance	90503-7003	310/542-4636
CA	OPR	Peter Brakke	2889 Park Ave	Tustin	92782-2711	714/258-1400
CA	OPR	Ed Hawkins	1949 N Campus Ave	Upland	91784-1667	909/931-7123
CA	OPR	Todd Keller	2081 Harbison Dr	Vacaville	95687-3911	707/447-1269
CA	OPR	Ignacio Erasq	1191 Admiral Callaghan Ln	Vallejo	94591-3701	707/648-7001
CA	OPR	Robert Shaffer	1321 Eastman Avenue	Ventura	93003	805/339-0977
CA	OPR	Brent Allen	2750 N Main St	Walnut Creek	94597-2732	925/295-0780
CA	OPR	Joseph Morris	3771 E Thousand Oaks Blvd	Westlake Village	91362-3607	805/379-0790
CA	OPR	Jeremy Simpson	16388 Beach Blvd	Westminster	92683-7858	714/847-3847
CA	OPR	David Salinas	22450 Old Canal Rd	Yorba Linda	92887-4638	714/685-9400
CO	OPR	Jonathan Lovette	5236 Wadsworth Byp	Arvada	80002-3730	303/420-3000
CO	OPR	Sheri O'Leary	7809 Wadsworth Blvd	Arvada	80003-2107	303/456-1700
CO	OPR	David Powell	24400 E Smoky Hill Rd	Aurora	80016-1385	303/690-4110
CO	OPR	Doug Bizerra	1198 S Havana St	Aurora	80012-4008	303/745-7872
CO	TMP	John Pence	24400 E Smoky Hill Rd	Aurora	80016-1385	303/690-4110
CO	OPR	Karen Arangua	14310 E Alameda Ave	Aurora	80012-2520	303/366-0779
CO	OPR	Matt Williams	3444 North Salida Street	Aurora	80011	303/307-1099
CO	OPR	Shane Weeks	5600 S Parker Rd	Aurora	80015-1110	303/766-9170
CO	TMP	Timothy Trey Harendt Senn	14200 E Alameda Ave Unit 2062	Aurora	80012-2512	303/364-8601
CO	OPR	Vickie Halbritter	2035 Prairie Center Pkwy	Brighton	80601-7015	303/655-1404
CO	OPR	Joe Weber	346 Metzler Dr	Castle Rock	80108-7682	303/660-0999
CO	OPR	Andrew Jones	6907 S University Blvd Ste 201	Centennial	80122-1516	303/795-0049
CO	OPR	Randy Watson	575 Garden Of The of the Gods Rd	Colorado Springs	80907-3501	719/531-7320
CO	OPR	Rob Taylor	1710 Briargate Blvd Ste 456	Colorado Springs	80920-3462	719/593-9493
CO	OPR	Rob Taylor	3710 Bloomington St	Colorado Springs	80922-3200	719/596-3577
CO	OPR	Rob Taylor	7990 N Academy Blvd	Colorado Springs	80920-3902	719/598-4646
CO	OPR	Trace Gutteridge	750 Citadel Dr E Ste 2252	Colorado Springs	80909-5325	719/596-2786
CO	OPR	Kevin Brock	3725 East Colfax Avenue	Denver	80206	303/377-1117
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone

CHICK-FIL-A RESTAURANT LISTING AS OF

CO	OPR	Sandeep Kapoor	7785 E Hampden Ave	Denver	80231-4806	303/755-4000
CO	OPR	Dan Courtois	1901 Sheridan Blvd	Edgewater	80214-1325	303/274-3699
CO	OPR	Scott Wehn	10280 Federal Blvd	Federal Heights	80260-6171	720/887-1676
CO	OPR	Stevan Stein	3605 S College Ave	Fort Collins	80525-3009	970/377-9644
CO	OPR	Ryan Saxby	7925 Fountain Mesa Rd	Fountain	80817-1535	719/312-3123
CO	OPR	Joe Walsh	522 Bogart Ln	Grand Junction	81505-7113	970/241-0352
CO	OPR	Ken Rotramel	4555 Centerplace Dr	Greeley	80634-3757	970/330-4421
CO	OPR	Craig Goettsche	9331 E Arapahoe Rd	Greenwood Village	80112-3606	303/706-0106
CO	OPR	Azim Khan	950 Cpl Max Donahue Ln	Highlands Ranch	80129-2312	303/470-1300
CO	OPR	Chris Brock	3700 E Highlands Ranch Pkwy	Highlands Ranch	80126-7804	303/346-0010
CO	OPR	Matt Zuschlag	565 S Vance St	Lakewood	80226-3308	303/927-6303
CO	OPR	Ryan Smith	14730 W. Colfax Avenue	Lakewood	80401-3200	303/271-1131
CO	OPR	Doug Jacobson	8515 Park Meadows Center Dr Ste 3018	Littleton	80124-5015	303/706-9500
CO	OPR	John Barker	5260 S Wadsworth Blvd	Littleton	80123-2226	720/922-1999
CO	OPR	Lauren Plain	9976 W Remington Pl	Littleton	80128-9282	720/922-2070
CO	OPR	Doug Jacobson	8515 Park Meadows Center Dr	Lone Tree	80124-5012	303/706-9500
CO	OPR	Doug Jacobson	9091 Westview Rd	Lone Tree	80124-5134	303/706-9595
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
CO	OPR	Todd Orlando	215 Ken Pratt Blvd	Longmont	80501-8991	303/772-9642
CO	OPR	Paul Valdes	1545 Rocky Mountain Ave	Loveland	80538-8715	970/593-0044
CO	OPR	Don Griffin	9335 Crown Crest Blvd	Parker	80138-8573	303/805-8575
CO	OPR	Steve Browning	1535 W US Highway 50	Pueblo	81008-1643	719/545-4291
CO	OPR	Jeremy Wilson	4090 River Point Pkwy	Sheridan	80110-3316	303/781-0264
CO	OPR	DeanNathan LawsAnderson	2580 Coalton Rd	Superior	80027-4632	303/410-7050
CO	OPR	Barrie Goettsche	16670 Washington St	Thornton	80023-8963	303/450-3322
CO	OPR	Scott Wehn	1301 E 120th Ave	Thornton	80233-5714	720/889-1471
CT	OPR	Devon Scanlon	156 Federal Rd	Brookfield	06804-2515	203/775-7976
CT	OPR	Rich Beattie	Chick-fil-A at the Danbury Fair Mall	Danbury	06810	203/796-1037
CT	OPR	Steve LaVoye	25 Hazard Ave	Enfield	06082-3725	860/253-0469
CT	OPR	Todd Langston	1098 N Colony Rd	Wallingford	06492-1728	203/265-4747
DC	OPR	Jessie Chesson	3100 14th St NW	Washington	20010-2415	202/986-3290
DE	OPR	Adam Marcus	1101 Quintilio Dr	Bear	19701-6003	302/834-4816
DE	TMP	BrittanyRon	4044 S Dupont Hwy	Camden	19934-1370	302/697-6150
DE	OPR	Mary Johnson	1440 N Dupont Hwy	Dover	19901-2213	302/736-5226
DE	OPR	Kevin Wood	701 South Ridge Avenue	Middletown	19709	302/376-7700
DE	OPR	Chris Hobert	698 N Dupont Blvd # C	Milford	19963-1002	302/422-8825
DE	OPR	Adam Marcus	204 Christiana Mall	Newark	19702-3204	302/737-3200
DE	OPR	Zach Hayes	19531 Coastal Hwy	Rehoboth Beach	19971-6139	302/212-2170
DE	OPR	Kayla Smith	4737 Concord Pike Ste 760	Wilmington	19803-1452	302/478-7763
FL	OPR	Frank Yurchak	425 W State Road 436	Altamonte Springs	32714-4135	407/786-2274
FL	OPR	Steven Schrieber	451 E Altamonte Mall Dr	Altamonte Springs	32701-4613	407/834-6669
FL	OPR	Britt Ratledge	3050 E Semoran Blvd	Apopka	32703-5940	407/865-7071
FL	OPR	Paul Kiedis	6000 Glades Rd Ste 1166c	Boca Raton	33431-7255	561/347-1622
FL	OPR	AJJustin PuglisiMize	1560 W Boynton Beach Blvd	Boynton Beach	33436-4602	561/752-0790
FL	OPR	DavidHolly SpethSiudmak	303 U.S. 301 Blvd. West	Bradenton	34205	941/747-7944
FL	OPR	Jonathan Ith	5206 73rd Ln E	Bradenton	34203-8912	941/751-9993
FL	OPR	Nathan Hoeksema	4573 14th St W	Bradenton	34207-1429	941/727-7313
FL	OPR	Jeff Jones	1504 E Brandon Blvd	Brandon	33511-5625	813/661-2300
FL	OPR	Paul Holmberg	11325 Causeway Blvd	Brandon	33511-2904	813/655-1237
FL	OPR	Paul Holmberg	519 Brandon Town Center Mall	Brandon	33511-4725	813/654-6769
FL	OPR	John Mitten	13143 Cortez Blvd	Brooksville	34613-7802	352/596-2826
FL	OPR	Billy Cossette	1790 Ne Pine Island Rd	Cape Coral	33909-1734	239/242-8748
FL	OPR	Ricardo Sanchez	15801 N Dale Mabry Hwy	Carrollwood	33618-1646	813/908-0787
FL	OPR	Gus Mir	3423 Ulmerton Rd	Clearwater	33762-4216	727/572-7775
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone

CHICK-FIL-A RESTAURANT LISTING AS OF

FL	OPR	RickNicko Powell Apostolu	27001 Us Highway 19 N Ste 2089	Clearwater	33761-3411	727/796-0667
FL	OPR	Russ Voor	2516 Gulf To Bay Blvd	Clearwater	33765-4411	727/723-1992
FL	OPR	Russ Voor	26145 Us Highway 19 N	Clearwater	33763-2046	727/791-1808
FL	OPR	Rocky DeStefano	2585 E Highway 50	Clermont	34711-6051	352/241-7076
FL	OPR	Samuel Poeana	1341 N University Dr	Coral Springs	33071-8316	954/753-0779
FL	OPR	Felix Hodges	1900 S University Dr	Davie	33324-5849	954/472-1123
FL	OPR	Scott Fitzpatrick	15990 SW 41st Street	Davie	33331	954/384-5113
FL	OPR	Gary Harris	100 N Williamson Blvd	Daytona Beach	32114-7129	386/252-8232
FL	TMP	WinstonBrent Overton Baillio	1700 W International Speedway 3648 W	Daytona Deerfield Beach	32114 33442	386 954 / 258 570
FL	OPR	Susan Leffert	1800 S Federal Hwy	Delray Beach	33483-3311	561 / 265 - 0321
FL	OPR	Morris Loveland	1063 Highway 98 E	Destin	32541-2901	850/654-5534
FL	OPR	Victor Zaldivar	3995 Nw 107th Ave	Doral	33178-1878	305/593-7881
FL	OPR	Chris Kirby	21900 S Tamiami Trl	Estero	33928-3231	239/498-8700
FL	OPR	Billy McClarnon	80 Oxford Road	Fern Park	32730	321/444-6536
FL	OPR	Cary Arnold	1541 County Road 220	Fleming Island	32003-7926	904/264-3644
FL	OPR	Rolando Justiniano	2650 N Federal Hwy	Fort Lauderdale	33306-1422	888/582-8121
FL	OPR	Bruce Adkins	4752 Colonial Blvd	Fort Myers	33966-1034	239/936-6317
FL	OPR	Kevin van der Kooy	9980 Interstate Commerce Dr	Fort Myers	33913-8260	239/437-4800
FL	OPR	Steve Bishop	13610 S Tamiami Trl	Fort Myers	33912-1624	239/433-9030
FL	OPR	Matthew Sexton	743 Beal Pkwy Nw	Fort Walton Beach	32547-3045	850/315-2697
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Ray Holloway, III	3621 Sw Archer Rd	Gainesville	32608-2412	352/373-9988
FL	OPR	Steve Carroll	6419 W Newberry Rd Ste G8	Gainesville	32605-4390	352/331-6691
FL	OPR	Nicole Mocer	6275 Lantana Rd	Greenacres	33463-6714	561/296-4689
FL	OPR	John Stopper	310 Gulf Breeze Pkwy	Gulf Breeze	32561-4492	850/932-5400
FL	OPR	Chuck Campbell	14020 Lunar Dr	Jacksonville	32218-7241	904/757-1430
FL	OPR	Darrell Crawford	4495 Roosevelt Blvd Ste 601	Jacksonville	32210-3375	904/387-1322
FL	OPR	Eric Gillis	3280 Oak Bluff Ln	Jacksonville	32257-6221	904 / 292 - 4668
FL	OPR	Jack Brown	4461 Southside Blvd	Jacksonville	32216-5402	904/646-9333
FL	OPR	Jeff Bucy	4625 Town Center Pkwy	Jacksonville	32246-7400	904/928-9498
FL	OPR	Jeff Wier	13672 Beach Blvd	Jacksonville	32224-1206	904/992-2232
FL	OPR	Joel Parker	10300 Southside Blvd Ste 310	Jacksonville	32256-0746	904/363-1144
FL	OPR	Joel Parker	9980 Southside Blvd	Jacksonville	32256-0783	904/519-0505
FL	OPR	Joe Mayo	9630 Applecross Rd	Jacksonville	32222-5818	904/908-4488
FL	OPR	Marinus Storm	7147 Philips Hwy	Jacksonville	32256-6801	904/281-1000
FL	OPR	Melinda Sowers	13375 Atlantic Blvd	Jacksonville	32225-5569	904/221-0067
FL	OPR	Robert Kramer	9398 Atlantic Blvd	Jacksonville	32225-8219	904/724-4828
FL	OPR	Todd Coleman	590 Marsh Landing Pkwy	Jacksonville Beach	32250-5850	904/280-0255
FL	TMP	HollyNathan	3278 NW Federal Hwy	Jensen Beach	34957-4442	772/692-2322
FL	OPR	Dave Koepsell	6050 W Irlo Bronson Memorial Hwy	Kissimmee	34747-4515	407/566-9808
FL	OPR	Jose Segarra	4450 West Vine Street	Kissimmee	34746-5135	407/787-3332
FL	OPR	Matt Beach	7891 W Irlo Bronson Memorial Hwy	Kissimmee	34747-1739	407/787-4001
FL	OPR	Tim Lytle	3286 N John Young Pkwy	Kissimmee	34741-7549	407 / 935 - 0102
FL	OPR	Michael Sexton	3200 W US Highway 90	Lake City	32055-4723	386/438-5549
FL	OPR	Justin Kranitz	3800 Us Highway 98 N Ste 692	Lakeland	33809-3828	863/859-4444
FL	OPR	Scott Brickhouse	4132 US HWY 98 N	Lakeland	33809-3831	863/940-2828
FL	OPR	Scott Brickhouse	4625 S Florida Ave	Lakeland	33813-2123	863/607-9300
FL	OPR	Dennis Kramer	4420 W Lake Mary Blvd	Lake Mary	32746-3351	407/333-8875
FL	OPR	Neil Hannon	1262 Northlake Blvd	Lake Park	33403-2050	561/842-5805
FL	OPR	JustinKayley Mize Jones	10075 Ulmerton Rd	Largo	33771-4241	727/586-2556
FL	OPR	Bryan Watson	1700 W New Haven Ave Ste 407	Melbourne	32904-3985	321/984-0637
FL	OPR	Mike Urso	8300 N Wickham Rd	Melbourne	32940-7969	321/751-0801
FL	OPR	Scott Washburn	835 Palm Bay Rd Ne	Melbourne	32904-8400	321/733-7110
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Kersh Peterson	777 E Merritt Island Cswy Ste 164	Merritt Island	32952-3563	321/454-3974

CHICK-FIL-A RESTAURANT LISTING AS OF

FL	OPR	Justin Lindsey	7501 N Kendall Dr Rooms 7&8	Miami	33156-7714	305/661-1173
FL	OPR	Mauricio Leon	9301 West Flagler Street	Miami	33174	305/553-5497
FL	OPR	Tony Sampayo	16100 NW 57th Avenue	Miami Lakes	33014-6715	305/512-4501
FL	OPR	Joe Mayo	1710 Blanding Blvd	Middleburg	32068-3836	904/291-8220
FL	OPR	Jude Hodges	3211 Sw 160th Ave	Miramar	33027-4215	954/433-3890
FL	OPR	Mike Ricks	52 Scenic Gulf Drive	Miramar Beach	32550	850/654-0064
FL	OPR	Kevin O'Leary	17240 Us Highway 441	Mount Dora	32757-6712	352/385-0046
FL	OPR	Micah Harris	1874 Tamiami Trl N Spc Fc-7	Naples	34102-4813	239/263-2678
FL	OPR	P.J. Rodriguez	5825 Airport Pulling Rd N	Naples	34109-2029	239/594-9777
FL	OPR	Robb Schiefer	1348 John Sims Pkwy E	Niceville	32578-2208	850/279-6070
FL	OPR	Brian Mathes	3100 Sw College Rd	Ocala	34474-7446	352/237-1576
FL	OPR	Jeromy Williams	3445 Sw College Rd	Ocala	34474-4429	352/854-2866
FL	OPR	Sidge Boast	10620 W Colonial Dr	Ocoee	34761-2902	407/654-0904
FL	OPR	Bill Fink	3740 Tampa Rd	Oldsmar	34677-6306	813/925-0117
FL	OPR	Jamey Vance	1141 Saxon Blvd	Orange City	32763-8470	386/774-8625
FL	OPR	Craig Phillips	1925 Wells Rd	Orange Park	32073-2326	904/541-1111
FL	OPR	Jason Walker	1910 Wells Rd	Orange Park	32073-6771	904/269-2210
FL	TMP	Caleb Easthon	2885 S Orange Ave	Orlando	32806-5403	407/423-4933
FL	OPR	Charlie Fish	11350 University Blvd	Orlando	32817-2107	407/737-0002
FL	OPR	Eric Johnson	4752 S Kirkman Rd	Orlando	32811-3643	407/295-9034
FL	OPR	Henry Dixon, Jr	2448 E Colonial Dr	Orlando	32803-5027	407/896-0350
FL	OPR	James Wood	4200 Conroy Rd Ste 245	Orlando	32839-2440	407/226-9949
FL	OPR	Jed Vaughn	633 N Alafaya Trl	Orlando	32828-7045	407/281-8897
FL	OPR	Joe Addeo	7333 W Sand Lake Rd	Orlando	32819-5263	407/370-9295
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Larry Smith	74152885 S Orange Blossom Trl Ave	Orlando	3280932806	407/856423-04
FL	OPR	Melanie Holland	8673 Summit Centre Way	Orlando	32810-5908	407/475-0522
FL	OPR	Mick Fish	6350 S Semoran Blvd	Orlando	32822-3205	407/816-0032
FL	OPR	Rick Powell	4200 Conroy Rd Ste 245	Orlando	32839-2449	407/226-9949
FL	OPR	Rick Rapson	7415 S Orange Blossom Trl	Orlando	32809-5709	407/856-0106
FL	OPR	Rock Guarisco	13448 S Apopka Vineland Rd	Orlando	32821-6316	407/827-7032
FL	OPR	Tim Lytle	13085 S Orange Blossom Trl	Orlando	32837-6596	407/251-4612
FL	TMP	CarlosJames ColonWood	1464 W Granada Blvd	Ormond Beach	32174-5919	386/673-6424
FL	OPR	Allan Bradburn	1610 Oviedo Mall Blvd	Oviedo	32765-7479	407/977-5698
FL	OPR	Mark Nicholson	5023 Highway 90	Pace	32571-1503	850/994-9095
FL	OPR	Scott Washburn	1130 Malabar Rd SE	Palm Bay	32907-3253	321/499-4630
FL	OPR	Jimmy Crisantiello	3101 Pga Blvd Ste L209	Palm Beach Gardens	33410-2816	561/624-0144
FL	OPR	Glen Efford	1000 Palm Coast Pkwy NW	Palm Coast	32137-4722	386/445-0399
FL	OPR	Dan Metzger	32800 Us Highway 19 N	Palm Harbor	34684-3115	727/786-8545
FL	OPR	Don Adams	661 N Highway 231	Panama City	32405-4704	850/763-1600
FL	OPR	Don Adams	900 W 23rd St	Panama City	32405-3927	850/763-2653
FL	OPR	Walt Rose	11428 Panama City Beach Pkwy	Panama City	32407-2453	850/234-9540
FL	OPR	Walt Rose	2238 N Cove Blvd	Panama City	32405-5321	850/763-3554
FL	OPR	Walt Rose	401 N Tyndall Pkwy	Panama City	32404-6126	850/872-1512
FL	OPR	Efraim Silva	11401 Pines Blvd Ste 466	Pembroke Pines	33026-4105	954/435-2677
FL	OPR	Nick Crisantiello	12203 Pines Blvd	Pembroke Pines	33026-4119	954/392-9766
FL	TMP	John Dombroski	5020 Bayou Blvd	Pensacola	32503-2504	850/484-5521
FL	OPR	Kathy Worley	5100 N 9th Ave Rm J-928	Pensacola	32504-8735	850/477-7979
FL	OPR	Robert Barnes	1757 E Nine Mile Rd	Pensacola	32514-5729	850/484-4885
FL	OPR	Scott Fraser	510 N Navy Blvd	Pensacola	32507-2012	850/455-6100
FL	OPR	Steve Gossman	5020 Bayou Blvd	Pensacola	32503-2504	850/484-5521
FL	OPR	Gus Mir	7020 Us Highway 19 N	Pinellas Park	33781-4601	727/525-7171
FL	TMP	NathanKyle HunterMorgan	8000 W Broward Blvd Ste 5005	Plantation	33388-0007	954/476-9425
FL	OPR	Seth Poor	2250 N Federal Hwy	Pompano Beach	33062-1006	954/943-5855
FL	OPR	Edward Leslie	1814 Tamiami Trl	Port Charlotte	33948-1043	941/766-6106

CHICK-FIL-A RESTAURANT LISTING AS OF

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Shan Queen	1761 Dunlawton Ave	Port Orange	32127-4757	386/767-3377
FL	TMP	Brandon Tyler	9409 Us Highway 19 Ste 617	Port Richey	34668-4635	727/847-0785
FL	OPR	Wayne Efford	1752 Us Highway 1 S	Saint Augustine	32084-6016	904/810-2201
FL	OPR	Jason Whitfield	4360 13th St	Saint Cloud	34769-6723	407/891-6985
FL	TMP	David Hall	2257 Tyrone Sq	Saint Petersburg	33710-3950	727/381-2066
FL	OPR	David Neely	4241 4th St N	Saint Petersburg	33703-4724	727/502-9402
FL	OPR	Jim Larreau	2471 Tyrone Blvd N	Saint Petersburg	33710-3900	727/343-8645
FL	OPR	Scott Amole	2257 Tyrone Sq	Saint Petersburg	33710-3950	727/381-2066
FL	OPR	Tony Menendez	4623 Gulf Blvd	Saint Petersburg	33706-2405	727/367-7038
FL	OPR	Andrew Gaddie	260 Towne Center Cir	Sanford	32771-7409	407/328-0035
FL	OPR	James Young	5330 Clark Rd	Sarasota	34233-3227	941/926-1055
FL	OPR	Melissa David Jay Speth	8201 S Tamiami Trl	Sarasota	34238-2966	941/924-5005
FL	OPR	James Young	5330 Clark Rd	Sarasota	34233-3227	941/926-1055
FL	OPR	Tricia Mangrum	5384 Fruitville Rd	Sarasota	34232-6401	941/342-6168
FL	OPR	Gary Malanowski	10790 Park Blvd	Seminole	33772-5419	727/398-0777
FL	OPR	Nathan Buchanan	2930 Se Federal Hwy	Stuart	34994-5740	772/223-5442
FL	OPR	Alberto Eyzaguirre	12600 W Sunrise Blvd	Sunrise	33323-2916	954/846-1870
FL	OPR	Derek Schiefer	1500 Apalachee Pkwy Ste 1040	Tallahassee	32301-3053	850/878-1578
FL	OPR	Steve Elyea	3101 Capital Cir Ne	Tallahassee	32308-3705	850/531-0720
FL	OPR	Steve Elyea	3455 Bannerman Rd	Tallahassee	32312-7005	850/668-0138
FL	OPR	Terrial Lamm	2302 2308 Apalachee Pkwy	Tallahassee	32301-4922	850/878-7095
FL	OPR	Terry Widener	1775 W Tennessee St	Tallahassee	32304-3436	850/224-2112
FL	OPR	Terry Widener	2136 N Monroe St	Tallahassee	32303-4730	850/385-0599
FL	OPR	Javier Laguna	8190 W Commercial Blvd	Tamarac	33351-4328	954/741-9395
FL	OPR	Art Grossman	2223 N West Shore Blvd Ste Fc202	Tampa	33607-7222	813/354-8100
FL	OPR	Art Grossman	609 S Dale Mabry Hwy	Tampa	33609-3948	813/873-1938
FL	OPR	Bob Clifton	3019 Cove Bend Dr	Tampa	33613-2730	813-866-7766
FL	OPR	Ed Dustin Douan LaChance	8019 Citrus Park Town Ctr. Dr. 3678 W	Tampa	33625 33611-	813/926 831-48
FL	OPR	Jason Dittman	6299 W Waters Ave	Tampa	33634-1100	813/880-0808
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
FL	OPR	Jason Dittman	8019 Citrus Park Town Ctr. Dr.	Tampa	33625	813/926-4888
FL	OPR	Jim Gibson, III	17513 Bruce B Downs Blvd	Tampa	33647-3211	813/977-2659
FL	OPR	Matt Chippeaux	241 Westshore Plz # A	Tampa	33609-1810	813/286-0534
FL	OPR	Scott Amole	12309 University Mall Ct	Tampa	33612-5553	813/971-4963
FL	OPR	Denis Spradlin	5302 E Fowler Ave	Temple Terrace	33617-2222	813/914-0295
FL	OPR	Stephen May	730 N Us Highway 441	The Villages	32159-3194	352/430-0223
FL	OPR	Brenda Stryjewski	9040 State Road 54	Trinity	34655-1812	727/834-8880
FL	OPR	Michael Kelley	6200 20th St Ste 476	Vero Beach	32966-1084	772/978-4343
FL	OPR	Rob Rabenecker	10300 W Forest Hill Blvd Ste Fc108	Wellington	33414-3132	561/333-4242
FL	OPR	Rob Morris	2070 Palm Beach Lakes Blvd	West Palm Beach	33409-6502	561/640-4144
FL	OPR	Rob Morris	6060 Okeechobee Blvd	West Palm Beach	33417-4326	561/242-9172
FL	OPR	Rob Rabenecker	206 S State Road 7	West Palm Beach	33414-4337	561/721-8650
FL	OPR	Sidge Boast	3166 Daniels Rd	Winter Garden	34787-7017	407/656-0721
FL	OPR	Ed Murphy	143 Cypress Gardens Landings Blvd	Winter Haven	33880-3848	863/299-2697
FL	OPR	Bob Kyle	3391 University Blvd	Winter Park	32792-7428	407/673-9661
FL	OPR	Elio Florin	700 S Orlando Ave	Winter Park	32789-4845	407/622-2445
FL	OPR	Bob Kyle	1455 Tuskawilla Rd	Winter Springs	32708-5202	407/696-8333
FL	OPR	Lita Fannin	464004 State Road 200	Yulee	32097-6339	904/491-5552
GA	OPR	Andy Duncan	1790 Mars Hill Rd Nw	Acworth	30101-8091	770/514-9850
GA	OPR	Andy Duncan	3295 Cobb Pkwy Nw	Acworth	30101-3938	770/966-8918
GA	OPR	K. J. Wari	2601 Dawson Rd	Albany	31707-1674	229/883-5685
GA	OPR	K. J. Wari	2703 Dawson Rd	Albany	31707-1610	229/889-1166
GA	OPR	David Thornsberry	2180 N Point Cir	Alpharetta	30022-6587	770/410-9393
GA	OPR	David Thornsberry	6085 N Point Pkwy	Alpharetta	30022-4888	770/667-8080

CHICK-FIL-A RESTAURANT LISTING AS OF

GA	OPR	John Moraitakis	4285 State Bridge Rd	Alpharetta	30022-4449	770/521-2132
GA	OPR	Steve Williams	5180 Windward Pkwy	Alpharetta	30004-3841	770/410-3533
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Wayne Farr	8475 Holcomb Bridge Rd	Alpharetta	30022-5318	770/640-8280
GA	OPR	Alex Clark	3637 Atlanta Hwy	Athens	30606-3150	706/369-1806
GA	OPR	John Collette	1870 Epps Bridge Pkwy	Athens	30606-6146	706/369-9500
GA	OPR	Shane Todd	1870 Barnett Shoals Rd	Athens	30605-3011	706/549-0111
GA	OPR	Shane Todd	196 Alps Rd	Athens	30606-4083	706/613-7115
GA	OPR	Alex Rodriguez	4400 <u>4350</u> Ashford Dunwoody Rd Ne <u>NE</u>	Atlanta	30346- 1548 <u>1</u>	770/ 394 <u>351</u> - 34
GA	OPR	Andrew Turner	3393 Peachtree Rd Ne	Atlanta	30326- 1135 <u>1</u>	404/231-7972
GA	OPR	Ben Rhodes	8433 Roswell Rd	Atlanta	30350-2834	770/642-6575
GA	OPR	Brian <u>Bryan</u> Davis <u>Auton</u>	3280 <u>1901</u> Peachtree Rd NE-Ste-105 <u>Ne</u>	Atlanta	30305 <u>30309</u> -	404/ 816 <u>355</u> - 34
GA	OPR	Gary Branch	233 Peachtree St Ne # B-40	Atlanta	30303-1504	404/577-4194
GA	OPR	Gary Branch	725 W Peachtree St NW	Atlanta	30308-1137	404/610-9965
GA	OPR	Greg Mapoles	2340 N Druid Hills Rd Ne	Atlanta	30329-3105	404/634-4953
GA	OPR	Jason Bilotti	2485 Cumberland Pkwy Se	Atlanta	30339-6132	770/444-9376
GA	OPR	Jason Bilotti	3419 Northside Pkwy Nw	Atlanta	30327-2311	404/261-9166
GA	OPR	Jeff Moran	1197 Peachtree St Ne	Atlanta	30309-4516	404/874-8065
GA	OPR	Jerry Goebeler, Jr.	4285 Roswell Rd	Atlanta	30342-3766	404/303-9275
GA	OPR	Joe Dinardo	2580 Piedmont Rd NE	Atlanta	30324-3007	404/264-1992
GA	OPR	John Diamond	1100 Northside Dr NW	Atlanta	30318-5417	404/249-2491
GA	OPR	John Diamond	1942 Howell Mill Rd Nw	Atlanta	30318-2519	404/351-8050
GA	OPR	Jonathan Hollis	1 Cnn Ctr Nw Ste 224	Atlanta	30303-2762	404/659-4449
GA	OPR	Jonathan Hollis	256 Marietta Street <u>St</u> NW	Atlanta	30303 <u>30313</u> -	404/549-7993
GA	OPR	Lawson Bailey	5925 Roswell Rd Ne Ste C	Atlanta	30328-4915	404/847-0488
GA	OPR	Marshall McCabe	1324 Cumberland Mall Se	Atlanta	30339-3137	770/435-2777
GA	OPR	Marshall McCabe	2975 Cobb Pkwy	Atlanta	30339-3148	770/612-0930
GA	OPR	Michele <u>Ryan</u>	1901 <u>Peachtree4400<u>Ashford Dunwoody</u> Rd</u>	Atlanta	30309 <u>30346</u> -	404 <u>770</u> / 355 <u>394</u>
GA	TMP	Shane Neel	3280 Peachtree Rd NE Ste 105	Atlanta	30305-2438	404/816-3113
GA	OPR	Wayne Blessitt	2841 Greenbriar Pkwy Sw	Atlanta	30331- 2641 <u>2</u>	404/344-1754
GA	OPR	John <u>Adam</u> Hughes <u>Edwards</u>	3450 Wrightsboro Rd	Augusta	30909-2516	706/733-7541
GA	OPR	John Hughes	3130 Peach Orchard Rd	Augusta	30906-3513	706/792-6261
GA	OPR	John Powell	3066 Washington Rd	Augusta	30907-3831	706/860-7140
GA	OPR	Kenny Hanna	202 Robert C Daniel Jr Pkwy	Augusta	30909-0802	706/738-9163
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Bob Fowle	3951 Austell Rd	Austell	30106-1107	770/732-8838
GA	OPR	Chris Owens	850 Loganville Hwy	Bethlehem	30620-1708	770/868-0245
GA	OPR	Daniel Liberatore	152 Hwy 515 E	Blairsville	30512	706/745-0515
GA	OPR	Pat Braski	790 Highway 96	Bonaire	31005	478/987-2140
GA	OPR	Jerry Medders	70 Golden Isles Plz	Brunswick	31520-1935	912/466-9911
GA	OPR	Bob Garrett	2635 Hamilton Mill Rd	Buford	30519-4106	678/482-6480
GA	OPR	Lem Durden	3333 Buford Dr Spc No1071	Buford	30519-4913	678/482-6787
GA	OPR	Steve Warnstrom	3235 Buford Dr	Buford	30519-4937	678/482-4448
GA	OPR	Jonathan Purser	495 Highway 53 E	Calhoun	30701-3058	706/624-1890
GA	OPR	Kevin Williams	130 Keith Dr	Canton	30114-2881	770/479-7146
GA	OPR	Kevin Williams	2048 Cumming Hwy	Canton	30114-8071	770/479-0802
GA	OPR	David Daniels	1316 South Highway 27	Carrollton	30116	770/832-8538
GA	OPR	Glenn Jordan	115 Cherokee Pl	Cartersville	30121-2966	770/382-2005
GA	OPR	Glenn Jordan	94 Old Allatoona Road	Cartersville	30121	770/386-1208
GA	OPR	John Millender	2922 Watson Blvd Ste 840	Centerville	31028-1290	478/953-9370
GA	OPR	Theresa Wilson	5450 Peachtree Industrial Blvd	Chamblee	30341-2235	770/457-1679
GA	OPR	Bryan <u>Andrew</u> Auton <u>Smith</u>	151 Highway 441 N	Clayton	30525-4260	706/212-0022
GA	OPR	Chris Liberatore	25 W Underwood St	Cleveland	30528-1353	706/865-1738
GA	OPR	Alex Vann	2421 Wynnton Rd	Columbus	31906-2534	706/321-5880
GA	OPR	Darryl Autry	3131 Manchester Expy Ste E7 <u>f</u>	Columbus	31909- 6543 <u>6</u>	706/327-9696

CHICK-FIL-A RESTAURANT LISTING AS OF

GA	OPR	Todd Kalish	1600 Bradley Park Dr	Columbus	31904-3002	706/660-8914
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Margaret Phillips	30563 Highway 441 S	Commerce	30529-6366	706/423-9810
GA	OPR	Gene Robinson	1610 Highway 138 Se	Conyers	30013-1279	770/388-7510
GA	OPR	MeriBeth McNeill	1711 E 16th Ave	Cordele	31015-1658	229/273-4300
GA	OPR	Chris Wright	330 Furniture Plaza-Dr	Cornelia	30531-5460	706/776-0090
GA	OPR	Chris Giella	3130 Highway 278 Nw	Covington	30014-2304	770/787-0400
GA	OPR	Gene Reeves	430 Peachtree Pkwy	Cumming	30041-6818	770/889-5288
GA	OPR	Mike Ridzon	653 Atlanta Rd	Cumming	30040-2703	770/781-5256
GA	OPR	Bob Garrett	545 Dacula Rd	Dacula	30019-2125	678/377-7777
GA	OPR	Tony Kellar	488 Morrison Moore Pkwy E	Dahlonega	30533-1426	706/864-6600
GA	OPR	Kurt Davis	300 Charlie Watts Drive	Dallas	30157	770/445-7713
GA	OPR	KarenIsaac ColleyHolbert	816 Walnut Square Blvd Ste 59	Dalton	30721-4798	706/226-1009
GA	OPR	Tom Woodby	1517 W Walnut Ave	Dalton	30720-3832	706/275-0355
GA	OPR	Tony Kellar	231 Power Center Drive	Dawsonville	30534-6824	706/265-4997
GA	OPR	Branden Gibson	2445 Wesley Chapel Rd	Decatur	30035-3404	770/987-4540
GA	OPR	John Crays	105 E Trinity Pl	Decatur	30030-3303	404/371-1466
GA	OPR	Keith Shelton	3905 N Druid Hills Rd	Decatur	30033-3104	404/636-8494
GA	OPR	T.J. Wilson	2445 Wesley Chapel Rd	Decatur	30035-3404	770/987-4540
GA	OPR	Brian Jones	5700 Buford Hwy Ne	Doraville	30340-1207	770/936-9701
GA	OPR	Lauren McGuire	210 Arbor Place Mall	Douglasville	30135-1731	678/838-9551
GA	OPR	Mike Moore	3202 Highway 5	Douglasville	30135-2306	770/949-3801
GA	OPR	Mike Moore	5888 Fairburn Rd	Douglasville	30134-2360	770/942-0820
GA	OPR	David Roberts	2002 Veterans Blvd	Dublin	31021-3030	478/272-3007
GA	OPR	Brad Williams	2020 Satellite Blvd	Duluth	30097-4073	770/232-0034
GA	OPR	Jeff Howard	3555 Peachtree Industrial Blvd	Duluth	30096-4819	770/497-1270
GA	OPR	Alex Rodriguez	1145 Mount Vernon Hwy	Dunwoody	30338-5403	770/522-8755
GA	OPR	Grant Wells	2480 Jett Ferry Rd	Dunwoody	30338-3074	770/391-9277
GA	OPR	Jamerian Myles	1065 Cleveland Ave	East Point	30344-6740	404/762-1333
GA	OPR	Melissa Winkfield	3410 Camp Creek Pkwy	East Point	30344-5710	404/494-9320
GA	OPR	Betsy Salzmänn	475 Howard Simmons Rd	Ellijay	30540-6456	706/636-0475
GA	OPR	Jason Adams	4201 Washington Rd	Evans	30809-3069	706/447-8895
GA	OPR	Mike Harrison	7810 Senoia Rd	Fairburn	30213-2853	770/892-3908
GA	OPR	Doug Barnett	875 Glynn St S	Fayetteville	30214-2002	770/460-7602
GA	OPR	Andrew Farr	3405 Atlanta Hwy	Flowery Branch	30542-2918	770/297-9045
GA	OPR	Frank Harney	5905 Spout Springs Rd	Flowery Branch	30542-3450	770/965-2278
GA	OPR	Terry O'Neal	1137 Battlefield Pkwy	Fort Oglethorpe	30742-3960	706/858-1072
GA	OPR	Bobby Shoemaker	400 Pearl Nix Pkwy805 Dawsonville Hwy	Gainesville	30501-35542	770/297-1722
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Tracy Fleming	11161 Tara Blvd	Hampton	30228-1672	770/472-6101
GA	OPR	Kurt Davis	4326 Jimmy Lee Smith Pkwy	Hiram	30141-2650	770/222-0063
GA	OPR	Brad Roper	600 Chastain Rd NW Ste 100	Kennesaw	30144-3005	770/422-0153
GA	OPR	Ralph Stephens II	400 Ernest W Barrett Pkwy Nw	Kennesaw	30144-4917	770/428-9039
GA	OPR	Ralph Stephens II	830 Ernest W Barrett Pkwy Nw	Kennesaw	30144-6821	770/421-8650
GA	OPR	Justin Whitfield	1369 Ga Highway 40 E	Kingsland	31548-6807	912/510-6215
GA	OPR	Josh Sells	116 Commerce Ave	Lagrange	30241-2338	706/812-9210
GA	OPR	Rob Bowman	1574 Lafayette Pkwy	Lagrange	30241-2566	706/845-8484
GA	OPR	Bill Stripling	1197 Lakes Blvd	Lake Park	31636-3016	229/559-4901
GA	OPR	Daniel Perry	4965 Sugarloaf Pkwy	Lawrenceville	30044-6997	678/376-7447
GA	OPR	Mark Treadwell	680 Duluth Hwy	Lawrenceville	30046-7695	770/962-7844
GA	OPR	K. J. Wari	1202 Us Highway 19 S	Leesburg	31763-4877	229/446-8781
GA	OPR	Bryan Shepard	4801 Lawrenceville Hwy Nw	Lilburn	30047-3844	770/925-2027
GA	OPR	Laura Lee Nix	835 Thornton Rd	Lithia Springs	30122-2610	770/732-8034
GA	OPR	Jeffrey O'Kelley	2929 Turner Hill Rd Ste 2550	Lithonia	30038-6924	678/526-2729
GA	OPR	Tony Royal	2985 Turner Hill Rd	Lithonia	30038-2527	678/526-0088

CHICK-FIL-A RESTAURANT LISTING AS OF

GA	OPR	Edgar Brush, Jr	4321 Atlanta Hwy	Loganville	30052-3288	770/554-1995
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Craig Craddock	5055 Brookhaven Rd	Macon	31206-4184	478/788-1094
GA	OPR	Craig Craddock	5920 Zebulon Rd	Macon	31210-2097	478/474-4458
GA	OPR	David Clark	140 Tom Hill Sr Blvd	Macon	31210-1806	478/471-0274
GA	OPR	David Clark	1569 Bass Rd	Macon	31210-7511	478/254-7911
GA	OPR	Steven Franklin	3745 Bloomfield Rd	Macon	31206-3611	478/757-1195
GA	OPR	Burns Warfield	1781 Eatonton Rd	Madison	30650-4683	706/752-0219
GA	OPR	Chris Darley	2105 Roswell Rd	Marietta	30062-3880	770/977-3355
GA	OPR	Danny Daniels	1201 Johnson Ferry Rd	Marietta	30068-2722	770/565-4653
GA	OPR	Jeff Suain	1000 Whitlock Ave Nw	Marietta	30064-5455	770/427-2200
GA	OPR	Jeff Suain	2555 Dallas Hwy Sw	Marietta	30064-2543	770/425-3454
GA	OPR	Mandy Valdes	170 Cobb Pkwy S	Marietta	30060-6507	770/427-4885
GA	OPR	Mark Reed	2661 Windy Hill Rd SE	Marietta	30067-8609	770/988-9798
GA	OPR	Scott Reed	2530 Sandy Plains Rd	Marietta	30066-5777	770/977-2455
<u>GA</u>	<u>OPR</u>	<u>Scott Reed</u>	<u>3046 Shallowford Rd</u>	<u>Marietta</u>	<u>30062-1252</u>	<u>770/579-0076</u>
GA	OPR	Zach Thomas	2005 Macland Crossing Cir Sw	Marietta	30008-8825	678/355-5297
GA	OPR	Cindy Wilson	1321 Highway 20 W	Mcdonough	30253-7304	770/954-0451
GA	TMP	Justin Smith	301 Jonesboro Rd	Mcdonough	30253-3725	770/914-0683
GA	OPR	Mark Fleming	860 Highway 81 E	Mcdonough	30252-2914	770/957-4999
GA	OPR	Ross Cathy	6501 Kitten Lake Dr	Midland	31820-3760	706/561-6040
GA	OPR	Curt Flournoy	1730 N Columbia St	Milledgeville	31061-2315	478/451-4830
GA	OPR	Brad Lingerfelt	620 Highway 138 Nw	Monroe	30655-7731	770/266-0211
GA	OPR	Britt Young	502 Lane St	Moultrie	31768-5127	229/890-1200
GA	OPR	Ronnie Clotfelter	5 Glenda Trce	Newnan	30265-3887	770/254-9140
GA	OPR	Chug Shafe	5455 Jimmy Carter Blvd	Norcross	30093-1512	770/248-1088
GA	OPR	Wayne Farr	6105 Peachtree Pkwy	Norcross	30092-3304	770/368-0833
GA	OPR	Doug Barnett	1222 Highway 74 S	Peachtree City	30269-3072	770/632-7446
GA	OPR	Mike Holmes	1100 N Peachtree Pkwy	Peachtree City	30269-4229	770/486-9517
GA	OPR	Mike Holmes	707 Highway 54	Peachtree City	30269-3302	770/487-0042
GA	OPR	David Grossnickle	1363 Sam Nunn Blvd	Perry	31069-2121	478/988-8188
GA	OPR	Leslie Parkman	180 Pooler Pkwy	Pooler	31322-4200	912/330-9209
GA	OPR	Jim Waddle	604 Holcomb Bridge Rd	Roswell	30076-1511	770/641-8436
GA	OPR	Paul Joubert	1185 Woodstock Rd	Roswell	30075-2231	678/795-0155
GA	OPR	Clark Drury	2205 Demere Rd	Saint Simons Island	31522-1606	912/638-2695
GA	OPR	Ann Collins	2111 E Victory Dr	Savannah	31404-3917	912/352-7474
GA	OPR	Branson Macatee	14045 Abercorn St Ste 2604	Savannah	31419-1962	912/920-3550
GA	OPR	Brian Aultman	7804 Abercorn St # 110	Savannah	31406-3500	912/352-1580
GA	OPR	Randy Pearce	303 Mall Blvd	Savannah	31406-4736	912/354-4355
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Tim Connelly	11152 Abercorn St	Savannah	31419-1822	912/921-0909
GA	OPR	Daniel Lomax	5120 S Cobb Dr Se	Smyrna	30080-7181	404/792-9440
GA	OPR	Stephen Miltiades	3100 S Cobb Dr Se	Smyrna	30080-4114	770/432-8685
GA	OPR	Colby Cameron	2932 Main St W	Snellville	30078-3153	770/979-7912
GA	OPR	Tom Balsamides	1559 Scenic Hwy N	Snellville	30078-2129	770/979-7488
GA	OPR	David Boykin, III	352 Northside Drive	Statesboro	30458-4758	912/764-7941
GA	OPR	Paul White	1275 Eagles Landing Pkwy	Stockbridge	30281-5015	770/507-4119
GA	OPR	Cliff Daniels	5075 Stone Mountain Hwy	Stone Mountain	30087-3410	770/736-5809
GA	OPR	Doug Richardson	5542 Memorial Dr	Stone Mountain	30083-3215	404/292-8097
GA	OPR	Brad Williams	1035 Peachtree Industrial Blvd	Suwanee	30024-1919	770/831-1177
GA	OPR	Mark Treadwell	2835 Lawrenceville Suwanee Rd	Suwanee	30024-2529	770/932-5797
GA	OPR	Steve Troutman	3643 Peachtree Pkwy	Suwanee	30024-1028	770/813-1594
GA	OPR	Mike Zolt	15062 Us Highway 19 S	Thomasville	31757-4819	229/228-7506
GA	OPR	David Pettis	1197 Us Highway 82 W	Tifton	31793-8059	229/387-0011
GA	OPR	Brad Spratte	3967 Lavista Rd	Tucker	30084-5139	770/939-9001

CHICK-FIL-A RESTAURANT LISTING AS OF

GA	OPR	Brad Spratte	4340 Hugh Howell Rd	Tucker	30084-4705	770/270-1871
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
GA	OPR	Charlie Crews	1100 N Saint Augustine Rd	Valdosta	31601-8410	229/247-2625
GA	OPR	Kenneth White	3147 Inner Perimeter Rd	Valdosta	31602-1062	229/245-0144
GA	OPR	Wesley Rogers	1700 Norman Dr Spc 1056	Valdosta	31601-7401	229/247-2487
GA	OPR	Britt McDade	2349 E 1st St	Vidalia	30474-8811	912/538-0711
GA	OPR	Justin Day	85 Commerce Dr	Villa Rica	30180-1534	770/459-5792
GA	OPR	Pat Braski	1867 Watson Blvd	Warner Robins	31093-3631	478/328-0445
GA	OPR	Lovett Young	2256 Memorial Dr	Waycross	31501-1006	912/285-2500
GA	OPR	Keith Booth	951 Ridgewalk Parkway	Woodstock	30188	770/592-4755
GA	OPR	Scott Hall	3070 Eagle Dr	Woodstock	30189-5531	678/445-0330
IA	OPR	Tari Thompson	230 S Duff Ave	Ames	50010-6642	515/232-2599
IA	OPR	Thomas Krogman	2410 SE Delaware Avenue	Ankeny	50021	515/965-7786
IA	OPR	Amgad Zaghloul	2610 Edgewood Rd SW	Cedar Rapids	52404-3264	319/396-3079
IA	OPR	Bob Schmidt	217 Collins Rd NE	Cedar Rapids	52402-3159	319/378-3200
IA	OPR	Adam Justin Denius Belcher	1451 Coral Ridge Ave Ste 620	Coralville	52241-2805	319/625-2020
IA	OPR	Jeremy Tatman	2945 E 53rd St	Davenport	52807-3016	563/355-1742
IA	OPR	Shaun Page	320 W Kimberly Rd	Davenport	52806-5920	563/391-2613
IA	OPR	Chad Eisenga	4428 Sergeant Rd	Sioux City	51106-4703	712/276-4233
IA	OPR	Isaac David Holbert Schiedt	4400 Sergeant Rd Ste 214	Sioux City	51106-4761	712/276-3916
IA	TMP	Blake Dennard	101 Jordan Creek Pkwy Ste 12508	West Des Moines	50266-8118	515/327-5033
IA	OPR	David Grimm	4502 University Ave	West Des Moines	50266-1025	515/457-3176
IA	OPR	Garry Brumels	6555 Mills Civic Pkwy	West Des Moines	50266-8341	515/223-6113
IA	OPR	Tari Thompson	101 Jordan Creek Pkwy Ste 12508	West Des Moines	50266-8118	515/327-5033
ID	OPR	Lauren Mosteller	3003 S 25th E	Ammon	83406-5730	208/523-2697
ID	TMP	Emily Gaskey	300 S Broadway Ave	Boise	83702-7217	208/345-1053
ID	OPR	Joe Bucklew	8000 W Franklin Rd	Boise	83709-0620	208/376-6110
ID	OPR	Wes Yahara	300 S Broadway Ave	Boise	83702-7217	208/345-1053
ID	OPR	Brad Miles	2012 N Eagle Rd	Meridian	83646-6287	208/887-2143
ID	OPR	Bill Ystueta	1631 Blue Lakes Blvd N	Twin Falls	83301-3374	208/735-5010
IL	OPR	Mark Cabrera	4435 Fox Valley Center Dr	Aurora	60504-4116	630/820-1660
IL	OPR	Murray Collier	185 N Randall Rd	Batavia	60510-9293	630/761-2640
IL	OPR	Dave Holmes	2532 Green Mount Commons	Belleville	62221-6741	618/257-9700
IL	OPR	Joe Antolik	354 W Army Trail Rd	Bloomington	60108-2683	630/980-5088
IL	OPR	Mike Wagner	245 N Weber Rd	Bolingbrook	60490-1508	630/771-0080
IL	OPR	Lauren Silich	30 E Chicago Ave	Chicago	60611-2009	312/266-8888
IL	OPR	Rob Meier	177 N State St	Chicago	60601-3607	312/419-1522
IL	OPR	Peter Glanvill	9600 Ridgeland Ave	Chicago Ridge	60415-2609	708/423-2442
IL	OPR	Ben J.D. Moore Willis	4812 Northwest Hwy	Crystal Lake	60014-7327	815/444-8611
IL	OPR	Bob Doug Gutherz Knozman	235 S Il Route 83	Elmhurst	60126-3019	630/279-2263
IL	OPR	Brandon LaMarque	6203 N Illinois St	Fairview Heights	62208-2716	618/397-2200
IL	TMP	Dave Hendricks	281 Saint Clair Sq	Fairview Heights	62208-2134	618/632-1186
IL	OPR	Allen Ordeanu	20429 N Rand Rd	Kildeer	60047	847/438-8600
IL	OPR	Bob Dave Gutherz Terhune	717 E Butterfield Rd	Lombard	60148-5614	630/586-0830
IL	OPR	Rachel Thamson	4500 16th St	Moline	61265-7078	309/797-2271
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
IL	OPR	John Velarde	950 N Elmhurst Rd	Mount Prospect	60056-1144	847/398-3880
IL	OPR	Josh Wynn	101 S Veterans Pkwy	Normal	61761-2133	309/268-9500
IL	OPR	Alvaro Botero	7201 W Cermak Rd	North Riverside	60546-1401	708/442-7006
IL	OPR	Kevin Bulmann	15605 S La Grange Rd	Orland Park	60462-4406	708/460-4663
IL	OPR	Nolan Kevin Hatley Skarin	2740 Us Highway 34	Oswego	60543-7118	630/554-8611
IL	OPR	Jason Counselman	4518 N Sterling Ave	Peoria	61615-3827	309/682-6246
IL	TMP	Brian Philip Hogan Everett	280 North Perryville Road	Rockford	61107	815/381-1010
IL	OPR	Daryl Saylor	90 Barrington Rd	Schaumburg	60194-4800	847/798-1424
IL	OPR	Daryl Saylor	935 E Golf Rd	Schaumburg	60173-4521	847/517-1173

CHICK-FIL-A RESTAURANT LISTING AS OF

IL	OPR	Beth Dahlenburg	701 N Milwaukee Ave Ste 360	Vernon Hills	60061-4300	847/247-8000
IL	OPR	DavidDave Terhune	301 E Loop Rd	Wheaton	60189-2193	630/668-8350
IL	OPR	Doug Park	7101 Kingery Hwy	Willowbrook	60527-2274	630/455-4426
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
IN	OPR	Chris Tincher	10791 E Us Highway 36	Avon	46123-7982	317/271-7760
IN	TMP	TreyMatt LawrenceEiler	2856 E 3rd St Spc C-9	Bloomington	47401-5423	812/332-4877
IN	OPR	Wes Key	3020 E 3rd St	Bloomington	47401-5425	812/330-5590
IN	OPR	Patrick Tate	14647 Thatcher Ln	Carmel	46032-1556	317/815-9465
IN	OPR	Bryan Haag	1320 Veterans Pkwy	Clarksville	47129-7745	812/282-7573
IN	OPR	Debbie Dean	800 N Green River Rd	Evansville	47715-2471	812/477-9370
IN	OPR	Rich Stierwalt	7101 E Indiana St	Evansville	47715-9112	812/471-9203
IN	OPR	Jamie Ochsner	4201 Coldwater Rd	Fort Wayne	46805-1113	260/482-5993
IN	OPR	Jeff Hoffman	1725 Apple Glen Blvd	Fort Wayne	46804-1789	260/436-8203
IN	OPR	Rick Johnson	1251 Us Highway 31 N # C-19	Greenwood	46142-4503	317/888-5473
IN	OPR	Rick Johnson	155 S Marlin Dr	Greenwood	46142-1451	317/888-8100
IN	OPR	Daniel Moore	49 W Maryland St Spc Vc-10	Indianapolis	46204-3522	317/822-8501
IN	TMP	AndrewDawn WeaverKosir	6020 E 82nd St Ste 1012	Indianapolis	46250-5516	317/842-3288
IN	OPR	Jeff Mosley	3802 E 82nd St	Indianapolis	46240-4328	317/578-4511
IN	OPR	Jeff Mosley	6231 N Keystone Ave	Indianapolis	46220-2154	317/257-7207
IN	OPR	Lew Leckrone	3360 W 86th St	Indianapolis	46268-1927	317/871-5330
IN	OPR	Matt Sewell	5240 E Southport Rd	Indianapolis	46237-9335	317/780-7477
IN	OPR	Sam Hartman	49 W Maryland St Spc Vc-10	Indianapolis	46204-3522	317/822-8501
IN	OPR	AndrewRachel	3836 South Street	Lafayette	47905-4811	765/446-2053
IN	OPR	Tyler Carter	2385 Southlake Mall	Merrillville	46410-6442	219/769-6810
IN	TMP	Daniel Lefevre	6501 Grape Rd	Mishawaka	46545-1007	574/272-2247
IN	OPR	Kathy Wonderly	5517 N Main St	Mishawaka	46545-9043	574/277-0222
IN	OPR	Mark Dugger	6501 Grape Rd	Mishawaka	46545-1007	574/272-2247
IN	OPR	Craig Sample	511 W McGalliard Rd	Muncie	47303-1830	765/747-4000
IN	OPR	Daron Stockton	2225 State St	New Albany	47150-4924	812/542-6868
IN	OPR	Bill Riggs	16685 Mercantile Blvd	Noblesville	46060-4135	317/773-4100
IN	OPR	Sam Hartman	14098 Bergen Blvd	Noblesville	46060-3365	317/776-4060
IN	OPR	Chris Spires	2687 E Main St	Plainfield	46168-2710	317/839-4886
IN	OPR	Edward Endres	4555 S Michigan St	South Bend	46614-2553	574/968-0351
IN	OPR	Derek Johnson	3675 S US Highway 41	Terre Haute	47802-4103	812/232-3675
KS	OPR	Andrew Nelson	1818 N Rock Rd	Derby	67037-3728	316/788-1067
KS	OPR	Sam West	10770 Parallel Pkwy	Kansas City	66109-3647	913/334-2442
KS	OPR	Denise Martinek	2735 Iowa St	Lawrence	66046-4155	785/842-9000
KS	OPR	David Hamel	636 Tuttle Creek Blvd	Manhattan	66502-5854	785/537-2130
KS	OPR	Forrest Swyden	6039 Metcalf Avenue	Mission	66202-2356	913/432-5300
KS	OPR	Jeff Rouse	12087 S Blackbob Rd	Olathe	66062-1012	913/829-7600
KS	OPR	C.T. Taylor	9707 Quivira Rd	Overland Park	66215-1665	913/310-9222
KS	OPR	Randy Harris	7500 W 135th St	Overland Park	66223-1202	913/814-0222
KS	OPR	Justin Lamison	1801 Sw Wanamaker Rd Ste Vc3	Topeka	66604-3835	785/272-7439
KS	OPR	Brad Fuller	7990 E Central Ave	Wichita	67206-2158	316/683-2691
KS	OPR	Jason Lansdown	10515 W 21st St N	Wichita	67205-1810	316/721-2697
KY	OPR	Steve Barfield	410 River Hill Dr	Ashland	41101-7386	606/324-7469
KY	OPR	Andy Robinson	1766 Campbell Ln	Bowling Green	42104-1045	270/782-6807
KY	OPR	Chris Flanagan	1840 N Dixie Hwy	Elizabethtown	42701-9493	270/982-1350
KY	OPR	Dustin DiChiara	4980 Houston Rd	Florence	41042-4824	859/594-4600
KY	OPR	Brent Dennard	101 Tiger Way	Georgetown	40324-9317	502/863-6767
KY	OPR	Laurie Harris	4250 Fort Campbell Blvd	Hopkinsville	42240-9113	270/890-0042
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
KY	OPR	Jeff Stryker	2025 Harrodsburg Rd	Lexington	40504-3503	859/373-0007
KY	OPR	Jeff Stryker	2514 Nicholasville Rd	Lexington	40503-3306	859/278-0003
KY	OPR	Roderick Long	1863 Plaudit Pl	Lexington	40509-2429	859/543-0063

CHICK-FIL-A RESTAURANT LISTING AS OF

KY	TMP	RyanTyler RobertsBruce	3401 Nicholasville Rd Ste Fc5a	Lexington	40503-3667	859/272-2614
KY	OPR	Bruce Smith	10501 Westport Rd	Louisville	40241-1999	502/339-0505
KY	OPR	Bruce Smith	5000 Shelbyville Rd Ste 1630	Louisville	40207-3392	502/259-9484
KY	OPR	Bruce Smith	5001 Shelbyville Rd	Louisville	40207-3307	502/894-9749
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
KY	OPR	Ed Bowles	7901 Bardstown Rd	Louisville	40291-3437	502/231-1191
KY	OPR	Josh Alexander	4801 Outer Loop	Louisville	40219-3201	502/968-7904
KY	OPR	Matt Briggs	500013313 Shelbyville Rd Ste 1605	Louisville	4020740223-	502/259253-94
KY	OPR	Micah Childs	48014925 Outer Loop Read	Louisville	40219-4051	502/968969-79
KY	OPR	Tony Carrico	2350 Shane Dr	Louisville	40220-4050	502/491-7707
KY	OPR	Britton Smith	95 Carothers Rd	Newport	41071-2415	859/491-4232
KY	OPR	Mark Whiteman	4601 Frederica St	Owensboro	42301-7439	270/683-0907
KY	OPR	Jeromy Thompson	5101 Hinkleville Rd Ste 540	Paducah	42001-9067	270/442-0461
KY	OPR	Mark Riley	5193 Hinkleville Rd	Paducah	42001-9667	270/444-6061
KY	TMP	Nick Biggee	5101 Hinkleville Rd Ste 540	Paducah	42001-9067	270/442-0461
KY	OPR	Kyle Wells	2072 Lantern Ridge Dr	Richmond	40475-6010	859/625-0388
LA	TMP	JonathanBen MarpleHardy	3437 Masonic Dr	Alexandria	71301-3686	318/473-9681
LA	OPR	Yvette Duncan	1300 Macarthur Dr	Alexandria	71301-4019	318/767-2327
LA	OPR	Brad Arton	3023 College Dr	Baton Rouge	70808-3118	225/929-6055
LA	OPR	Cody Salomone	6401 Bluebonnet Blvd Ste FeEC-10	Baton Rouge	70836-6401	225/757-0165
LA	OPR	Corey Teem	9411 Cortana Pl	Baton Rouge	70815-8606	225/926-1009
LA	OPR	Greg Salomone	15055 Airline Hwy	Baton Rouge	70817-7306	225/752-6637
LA	OPR	Greg Salomone	7055 Siegen Ln # 17	Baton Rouge	70809-4532	225/293-3993
LA	OPR	John Mouton	1919 Millerville Rd	Baton Rouge	70816-1406	225/272-4049
LA	OPR	John Roden	2601 Beene Blvd	Bossier City	71111-5495	318/746-2348
LA	OPR	Rick Gonzalez	912 N Highway 190	Covington	70433-5148	985/867-8639
LA	OPR	Stevie Arton	69280 Highway 21	Covington	70433-7214	985/893-5092
LA	OPR	Jeffrey Holifield	2341 S Range Ave	Denham Springs	70726-5217	225/791-4411
LA	OPR	RickJeff RapsonFortsch	197 Westbank Expy Ste 1685	Gretna	70053-2507	504/368-1953
LA	OPR	Luke Cook	1925 SW Railroad Ave	Hammond	70403-6119	985/429-8878
LA	OPR	Fernando Ruiz	1128 Manhattan Blvd	Harvey	70058-4560	504/374-0827
LA	OPR	Shannon Lewis	1741 Martin Luther King Jr Blvd	Houma	70360-2409	985/223-2078
LA	OPR	Brad Nichols	1401 W Esplanade Ave Ste 1006	Kenner	70065-2857	504/469-9845
LA	OPR	John Arton	3205 Louisiana Ave	Lafayette	70501-1406	337/234-2323
LA	OPR	John Arton	3806 Ambassador Caffery Pkwy	Lafayette	70503-5235	337/991-0007
LA	OPR	John Arton	5725 Johnston St # A266	Lafayette	70503-5307	337/981-0721
LA	OPR	Bob Dalton	592 W. Prien Lake Rd.	Lake Charles	70601	337/475-0107
LA	OPR	David Griffin	3435 Nelson Rd	Lake Charles	70605-1209	337/479-8007
LA	OPR	Jules Bolden	3301 Veterans Memorial Blvd Ste 78f	Metairie	70002-4854	504/832-1787
LA	OPR	Tom Maloney	3870 Veterans Memorial Blvd	Metairie	70002-5627	504/456-3199
LA	OPR	David Benson	4700 Millhaven Rd Ste 1098	Monroe	71203-7026	318/387-7887
LA	OPR	Ron Handberry	7010 Youree Drive	Shreveport	71105	318/797-4001
LA	OPR	Nick Perniciaro	1645 Gause Blvd	Slidell	70458-2209	985/288-4640
LA	OPR	Rodney Senat	150 Northshore Blvd Ste 5024	Slidell	70460-6831	985/646-1488
LA	OPR	David Benson	203 Thomas Rd	West Monroe	71291-7360	318/651-4448
LA	OPR	David Benson	911 Glenwood Dr	West Monroe	71291-5500	318/330-9065
MA	OPR	Daniel Mitchell	75 Middlesex TurnpikeTpke	Burlington	01803-5389	781/272-2110
MA	OPR	Robert Hewes	501 Memorial Dr	Chicopee	01020-5036	413/592-4500
MA	OPR	Grant Stoffel	210 Andover St	Peabody	01960-1673	978/977-0740
MA	OPR	Mike Lawson	286 Turnpike Rd	Westborough	01581-2812	508/366-8407
MD	OPR	Michael McFerren	1001 Beards Hill Rd	Aberdeen	21001-2254	410/272-2297
MD	OPR	Michael McFerren	408 Constant Friendship Blvd	Abingdon	21009-2566	410/569-3153
MD	OPR	Michael Edmonds	1035 Annapolis Mall	Annapolis	21401-3062	410/266-6722
MD	OPR	Amanda Butler	3809 Boston St	Baltimore	21224-5714	410/276-0515
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone

CHICK-FIL-A RESTAURANT LISTING AS OF

MD	OPR	Bill Johnson	3599 Washington Blvd	Baltimore	21227-1625	410/737-8171
MD	OPR	Brandon Hurst	400 E Pratt St	Baltimore	21202-3116	410/244-6120
MD	OPR	Danielle Alderson	7907 Eastern Ave	Baltimore	21224-2141	410/288-2211
MD	OPR	Hung Ly	8867 Belair Rd	Baltimore	21236-2404	410/248-1400
MD	OPR	Luke Larry Trader Everett	8200 Perry Hall Blvd	Baltimore	21236-4965	410/931-8642
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
MD	OPR	Steve Pavlosky	5198 Campbell Blvd	Baltimore	21236-5030	410/931-0031
MD	OPR	Rob Herold	7101 Democracy Blvd Spc 2122	Bethesda	20817-1067	888301/229365
MD	OPR	Eric Snyder	10631 Martin Luther King Jr Hwy	Bowie	20720-4217	301/805-9880
MD	OPR	Eric Snyder	16503 Ballpark Rd	Bowie	20716-3681	301/860-1211
MD	OPR	Ryan Patrylo	16003 Crain Hwy	Brandywine	20613-8082	301/782-4033
MD	OPR	Stephanie Witte	45150 First Colony Way	California	20619-2415	301/862-1018
MD	OPR	Keith Singletary	9121 Alaking Ct	Capitol Heights	20743-5041	301/324-9515
MD	OPR	William Barge	5668 Baltimore National Pike	Catonsville	21228-1401	410/788-4063
MD	OPR	Chris David	1845 Main St	Chester	21619-2605	410/643-6907
MD	OPR	Mike Hutton	10142 York Rd	Cockeysville	21030-3306	410/667-1994
MD	OPR	Aaren Jim Ellison Krout	10300 Little Patuxent Pkwy # 1092	Columbia	21044-3341	410/730-9953
MD	OPR	Joe Dinoto	4905 Executive Park Dr	Columbia	21045-2155	410/992-0204
MD	OPR	Joe Dinoto	6375 Dobbin Rd	Columbia	21045-4738	410/715-1103
MD	OPR	Bill Boyer	1262 Vocke Rd Ste 284	Cumberland	21502-7891	301/729-8073
MD	OPR	Don Ward	221 Williams St	Cumberland	21502-3537	301/722-0086
MD	OPR	Trevelle Harvey	5502 Silver Hill Rd	District Heights	20747-2041	301/735-0602
MD	OPR	Josh Matt Horner Gibson	28632 Marlboro Ave	Easton	21601-2793	410/820-6522
MD	OPR	Michael Edmonds	3220 Solomons Island Rd	Edgewater	21037-1704	410/956-0402
MD	OPR	Tom McAuliffe	6032 Sykesville Rd	Eldersburg	21784-6000	410/552-0353
MD	OPR	Harry Marcus	1100 E Pulaski Hwy	Elkton	21921-2167	410/392-9494
MD	OPR	Randy Eastep	1980 Rock Spring Rd	Forest Hill	21050-2605	410/838-3333
MD	OPR	Bree Rettig	5501 Urbana Pike	Frederick	21704-7277	301/668-5353
MD	OPR	Brian Summers	104 Main St	Gaithersburg	20878-5573	240/631-9013
MD	OPR	Brian Smith	2615 Brandermill Blvd	Gambrills	21054-1645	410/451-7166
MD	OPR	Dave Martin	19945 Century Blvd	Germantown	20874-7120	240/686-1110
MD	OPR	Aaron Crunkilton	7900 Ritchie Hwy Spc E-113	Glen Burnie	21061-4367	410/760-6327
MD	OPR	Bill Johnson	6709 Ritchie Hwy	Glen Burnie	21061-2318	410/590-9484
MD	OPR	Randy Scott	1680 Wesel Blvd	Hagerstown	21740-5387	301/393-3755
MD	OPR	Joe Dinoto	7055 Arundel Mills Cir	Hanover	21076-1387	410/799-2812
MD	OPR	Mark Devenney	6 Hyland Ave	Hunt Valley	21030-1395	410/771-1237
MD	OPR	John Flatley	107 Drury Dr	La Plata	20646-4262	301/934-3822
MD	OPR	Keith Singletary	1040 Shoppers Way	Largo	20774-4813	301/333-1981
MD	OPR	Chris Dinoto	13600 Baltimore Ave Ste 600	Laurel	20707-9498	301/483-6441
MD	OPR	Chris Dinoto	3366 Corridor Market Place	Laurel	20724-2375	301/483-6466
MD	OPR	Richard Plank	10975 Johns Hopkins Rd	Laurel	20723-6002	301/497-4497
MD	OPR	Doug Honbarrier	1202 Martin Blvd	Middle River	21220-4148	410/686-5858
MD	OPR	Ron Hunter DiFava Caudill	12901 Ocean Gateway	Ocean City	21842-9505	410/213-1825
MD	OPR	Paul Xiong	10480 Owings Mills Blvd	Owings Mills	21117-7810	443/394-6070
MD	OPR	Hung Ly	2008 E Joppa Rd	Parkville	21234-2802	410/668-2444
MD	OPR	Patrick Cozadd	8110 Jumpers Hole Rd	Pasadena	21122-1082	410/760-2697
MD	OPR	Tiffany Thomas	12001 Rockville Pike	Rockville	20852-1603	301/881-1726
MD	OPR	Rob Gibson	2300 N Salisbury Blvd Ste G115	Salisbury	21801-7831	410/543-8535
MD	OPR	Rob Gibson	2736 N Salisbury Blvd	Salisbury	21801-2143	410/543-0206
MD	OPR	Joe Dinoto	7831 Quarterfield Park Road	Severn	21144	410/969-8272
MD	OPR	Chris Schenck	511 Ritchie Hwy	Severna Park	21146-2924	410/647-6232
MD	OPR	Erik Amick	12289 Tech Rd	Silver Spring	20904-1901	301/960-1195
MD	OPR	T.J. Parker	825 Ellsworth Dr Lot D1-A	Silver Spring	20910-4438	301/588-2915
MD	OPR	Natalie Martz	825 Dulaney Valley Rd Ste 3285	Towson	21204-3204	410/296-4950
MD	OPR	Ken Weikel	11110 Mall Cir	Waldorf	20603-4803	301/705-8066

CHICK-FIL-A RESTAURANT LISTING AS OF

ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
MD	OPR	Ken Weikel	3365 Crain Hwy	Waldorf	20603-4857	301/632-9776
MD	OPR	P.J. McDaniel	144 Englar Rd	Westminster	21157-4858	410/871-2752
MD	OPR	P.J. McDaniel	400 N Center St Ste 243	Westminster	21157-5095	410/876-3525
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
MN	OPR	Henry Cho	7480 153rd St W	Apple Valley	55124-7040	952/431-4445
MN	OPR	Reid Dorsett	2500 West 79th St	Bloomington	55431-1224	952/888-0488
MN	OPR	Andrew Johnson	1200 County Road 42 W	Burnsville	55337-4431	952/898-3410
MN	OPR	Jason Griggs	3590 River Rapids Dr NW	Coon Rapids	55448-4100	763/323-9978
MN	OPR	Nancy Christman	11820 Fountains Way	Maple Grove	55369-7203	763/416-1773
MO	OPR	Don Hoffman	1 Arnold Mall	Arnold	63010-2223	636/287-9814
MO	OPR	Brandon Jackley	951 NE Coronado Dr	Blue Springs	64014-3005	816/220-2321
MO	OPR	Kevin Hutcheson	607 West Main Street	Branson	65616	417/334-2723
MO	OPR	Bob Guthertz	8590 Eager Rd	Brentwood	63144-1435	314/968-5400
MO	OPR	Brian House	3333 Gordonville Rd	Cape Girardeau	63703-5059	573/651-4600
MO	OPR	Jeff Greene	17365 Chesterfield Airport Rd	Chesterfield	63005-1414	636/536-6933
MO	OPR	Jeremy Stouder	305 N Stadium Blvd	Columbia	65203-1147	573/445-6627
MO	OPR	David Bruce	11997 Manchester Rd	Des Peres	63131-4502	314/821-3452
MO	OPR	David Bruce	184 W County Ctr Spc N	Des Peres	63131-3702	314/965-0103
MO	OPR	Lloyd Andersen	18785 E 39th St S	Independence	64057-1790	816/795-7775
MO	OPR	Tom Van Voorn	3407 Missouri Blvd	Jefferson City	65109-5768	573/638-0151
MO	OPR	Rick Starkweather	101 N Range Line Rd	Joplin	64801-4118	417/781-7123
MO	OPR	Rick Starkweather	2127 S Range Line Rd	Joplin	64804-3242	417/781-6000
MO	OPR	Andy Gallawa	6501 NW Barry Rd	Kansas City	64154-2575	816/587-0411
MO	OPR	Forrest Swyden	8551 State Line Rd	Kansas City	64114-2723	816/361-8800
MO	OPR	Brad Munson	690 Nw Blue Pkwy	Lees Summit	64086-5734	816/246-2948
MO	OPR	Jon Hoffman	110 N Conistor Ln	Liberty	64068-1902	816/415-2212
MO	OPR	Mike Noel	2106 Highway K	O Fallon	63368-7930	636/272-5346
MO	OPR	Jared Johnson	5303 N Belt Hwy	Saint Joseph	64506-1262	816/232-5500
MO	OPR	Eric Benting	10706 Sunset Hills Plz	Saint Louis	63127-1219	314/822-9500
MO	OPR	Mark Simmonds	6180 Mid Rivers Mall Dr	Saint Peters	63304-1101	636/447-3881
MO	OPR	Brian Heberlie	425 W Sunshine St	Springfield	65807-2433	417/866-4232
MO	OPR	Steve Lowery	3700 S Glenstone Ave	Springfield	65804-4416	417/890-5800
MO	OPR	Will Allen	2825 S Glenstone Ave Ste RZVc-11	Springfield	65804- 3723	417/883-2275
MO	OPR	Scott Swindler	1918 Wentzville Pkwy	Wentzville	63385-3453	636/639-2357
MS	OPR	Ralph Bartels	2600 Beach Blvd	Biloxi	39531-4600	228/388-2648
MS	OPR	Keys Hayes	201 Disotell Blvd	Brandon	39042-7022	601/939-7188
MS	OPR	Neil Osborne	952 Highway 80 E	Clinton	39056-5203	601/924-8892
MS	OPR	Freda Kyle	528 18th Ave N	Columbus	39705-2283	662/329-5979
MS	OPR	Max Benson	3842 Promenade Pkwy	Diberville	39540-5364	228/392-1892
MS	OPR	Keys Hayes	274 Dogwood Blvd	Flowood	39232-8602	601/992-2554
MS	OPR	Chris McKlveen	11001 Highway 49	Gulfport	39503-4111	228/831-9599
MS	OPR	Rene' Olivier	6099 U S Highway 98	Hattiesburg	39402-9456	601/579-9119
MS	OPR	Tyler Cape	1000 Turtle Creek Dr Ste 270	Hattiesburg	39402-1167	601/264-2002
MS	OPR	Chris Rosson	1065 E County Line Rd	Jackson	39211-1851	601/991-3265
MS	OPR	Chris Salomone	210 E Capitol St	Jackson	39201-2306	601/352-1450
MS	OPR	Brittney Pickering	910 Sawmill Rd Ste 206	Laurel	39440-3951	601/428-1196
MS	OPR	Chris Rosson	1873 Main St	Madison	39110-8338	601/898-2338
MS	OPR	Brian Russell	109 S Frontage Rd	Meridian	39301-6110	601/581-1479
MS	OPR	Brandon Paulsen	8101 Camp Creek Rd	Olive Branch	38654-1612	662/890-2697
MS	OPR	Lance Reed	2307 Jackson Ave W	Oxford	38655-5417	662/232-8787
MS	OPR	Morgan Koon	1200 E County Line Rd Ste 232	Ridgeland	39157-1942	601/957-3287
MS	OPR	Stuart Davidson	235 Goodman Rd W	Southaven	38671-9408	662/349-3587
MS	OPR	Jon Munger	701 Highway 12 E	Starkville	39759-3808	662/324-4460
MS	OPR	Jamey Finley	908 Barnes Crossing Rd	Tupelo	38804-0910	662/844-1270

CHICK-FIL-A RESTAURANT LISTING AS OF

MS	OPR	Justin Flowers	1001 Barnes Crossing Rd Ste 14	Tupelo	38804-0902	662/844-9616
MS	OPR	Nick Jones	3403 Halls Ferry Rd	Vicksburg	39180-5503	601/661-0001
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Tony Holmes	1110 Beaver Creek Commons Dr	Apex	27502-3919	919/303-2377
NC	OPR	Sam Ramsey	1212 E Dixie Dr	Asheboro	27203-8856	336/633-1303
NC	OPR	Sam Ramsey	425 Randolph Mall	Asheboro	27203-0613	336/626-6688
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Larry Meadows	1832 Hendersonville Rd	Asheville	28803-3207	828/277-9913
NC	OPR	Larry Meadows	40 S Tunnel Rd	Asheville	28805-2219	828/298-2571
NC	OPR	Nick Leatherwood	170 Merrimon Ave	Asheville	28801-1826	828/253-2201
NC	OPR	Robert Conard	3 S Tunnel Rd	Asheville	28805-2238	828/298-6041
NC	OPR	Natasha Gilbert	801 Park St	Belmont	28012-2765	704/825-8600
NC	OPR	Terese Oliver Fogleman	2082 Blowing Rock Rd	Boone	28607-6152	828/264-4660
NC	OPR	Shawn Willis	1477 University Dr	Burlington	27215-8768	336/584-0895
NC	OPR	Shawn Willis	3102 Garden Rd	Burlington	27215-9784	336/584-3050
<u>NC</u>	<u>OPR</u>	<u>Amanda Phillips</u>	<u>7107 Okelly Chapel Rd</u>	<u>Cary</u>	<u>27519-6849</u>	<u>919/466-9525</u>
NC	OPR	Dave Butts	1803 N Harrison Ave	Cary	27513-2408	919/678-1444
NC	OPR	Drew Nick Caffrey Welch	1105 Walnut St Ste Fc-7	Cary	27511-4762	919/380-7644
NC	OPR	Paul Junkins	1815 Walnut St	Cary	27518-9201	919/233-1691
NC	OPR	Rick Holcombe	1000 Valleystone Dr	Cary	27519-8405	919/465-0699
NC	OPR	Rob Dyer	411 Colonades Way	Cary	27518-7071	919/816-8222
NC	OPR	Sammy Culberson	201 S Estes Dr Spc 51	Chapel Hill	27514-7001	919/968-0126
NC	OPR	Andre Harakas	101 S Tryon St	Charlotte	28280-0002	704/344-0222
NC	OPR	Andre Harakas	4431 Randolph Rd	Charlotte	28211-2325	704/366-0073
NC	OPR	Art TerKeurst, III	3117 Pineville Matthews Rd	Charlotte	28226-9301	704/541-9979
NC	OPR	Barry McAllaster	10001 Rea Rd	Charlotte	28277-4390	704/844-0704
NC	OPR	Beckie Johnston	7910 Rea Rd	Charlotte	28277-6501	704/540-9690
NC	OPR	DuPre Bingham	8411 Northlake Commons Blvd	Charlotte	28216-2268	704/599-2330
NC	OPR	DuPre Bingham	9731 Callabridge Ct	Charlotte	28216-7649	704/395-2004
NC	OPR	Hal Queen	9010 Albemarle Rd	Charlotte	28227-2620	704/537-2140
NC	OPR	Jim Crain	4400 Sharon Rd	Charlotte	28211-3531	704/364-5770
NC	OPR	John Tsumas	3015 South Blvd	Charlotte	28209-1805	704/665-6371
NC	OPR	Peter Cestrone	1001 Blythe Blvd.	Charlotte	28203	704/355-5900
NC	OPR	Peter Cestrone	14111 Rivergate Pkwy	Charlotte	28273-8872	704/504-8484
NC	OPR	Peter Cestrone	8032 S Tryon St	Charlotte	28273-3324	704/504-1234
NC	OPR	Rob Rogers	8648 J-W <u>Jw</u> Clay <u>Blvd</u>	Charlotte	28262- <u>8418</u>	704/593-0052
NC	OPR	Shannon Holland	8433 Davis Lake Pkwy	Charlotte	28269-3414	704/596-2229
NC	OPR	Tami Porter	1540 E Woodlawn Rd	Charlotte	28209-2235	704/529-0399
NC	OPR	Terry Shelton	9801 South Blvd	Charlotte	28273-6904	704/552-7997
NC	OPR	Tony McFarland	6801 Northlake Mall Dr Ste Fc201	Charlotte	28216-0792	704/596-1211
<u>NC</u>	<u>OPR</u>	<u>Jason Pope</u>	<u>1480 Concord Pkwy N</u>	<u>Concord</u>	<u>28025-2933</u>	<u>704/786-7322</u>
NC	OPR	John Charping	985 Concord Pkwy S	Concord	28027-9061	704/720-9115
NC	OPR	Roland Mitchell	6061 Bayfield Pkwy	Concord	28027-7597	704/720-7580
NC	OPR	Roland Mitchell	8020 Concord Mills Blvd	Concord	28027-4417	704/979-1120
NC	OPR	Stockton Perry	1475 Concord Pkwy N	Concord	28025-2932	704/262-1553
<u>NC</u>	<u>OPR</u>	<u>Veronica Weibel</u>	<u>1480 Concord Pkwy N</u>	<u>Concord</u>	<u>28025-2933</u>	<u>704/786-7322</u>
NC	OPR	Daniel Neil	6910 Fayetteville Rd Ste 246	Durham	27713-8259	919/806-5557
NC	OPR	Joe Fernandez	4120 University Dr	Durham	27707-2528	919/419-6219
NC	OPR	John White	104 Residence Inn Blvd	Durham	27713-2200	919/484-7778
NC	OPR	John White	7836 Leonardo Dr	Durham	27713-6457	919/206-4330
NC	OPR	Pamela Moncree	3429 Hillsborough Rd	Durham	27705-3008	919/382-9399
NC	OPR	Tony Fernandez	3912 N Roxboro St	Durham	27704-2118	919/620-0897
NC	OPR	Ian Moody	1706 W Ehringhaus St	Elizabeth City	27909-4554	252/331-1907
NC	OPR	Bob Bangs	4611 Ramsey St	Fayetteville	28311-2138	910/488-1907
NC	OPR	Joel Sellers	419 Cross Creek Mall	Fayetteville	28303-7238	910/864-2596

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NC	OPR	Tommy Arnold	1921 Skibo Rd	Fayetteville	28314-1541	910/868-4849
NC	OPR	Tommy Arnold	2727 Raeford Rd	Fayetteville	28303-5435	910/483-9501
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Michael Lawson	1460 N Main St	Fuquay Varina	27526-8901	919/577-1030
NC	OPR	Jerry Coleman	220 Shenstone Ln	Garner	27529-6905	919/329-0275
NC	OPR	Jerry Coleman	2720 Timber Dr	Garner	27529-2591	919/661-2448
NC	OPR	Tom Ellington	3350 E Franklin Blvd	Gastonia	28056-6293	704/868-9869
NC	OPR	Russell Wade	1201 N Berkeley Blvd	Goldsboro	27534-3419	919/778-5717
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Ed Ayers	1100 Lanada Rd	Greensboro	27407-2650	336/854-9355
NC	OPR	Jim Brown	611 Pembroke Rd	Greensboro	27408-7607	336/323-0298
NC	OPR	Keith Kiser	209 Pisgah Church Rd	Greensboro	27455-2517	336/286-0408
NC	OPR	Keith Kiser	3703 Battleground Ave	Greensboro	27410-2345	336/286-0073
NC	OPR	Matt Eller	5901 W Friendly Ave	Greensboro	27410-3207	336/854-5411
NC	OPR	Nick Matthews	348 Four Seasons Town Ctr	Greensboro	27407-4758	336/294-3211
NC	OPR	Ben Dixon	3020 Evans St	Greenville	27834-6939	252/355-8706
NC	OPR	Jeff Michael Cash Taylor	714 Greenville Blvd Se Ste F7	Greenville	27858-5104	252/355-4529
NC	OPR	Joshua Towne	200 Trade St	Henderson	27536-3500	252/436-0010
NC	OPR	Joel Benson	52 Highlands Square Dr	Hendersonville	28792-5722	828/693-8080
NC	OPR	James Goewey	1815 Us Highway 70 Se	Hickory	28602-5157	828/267-2027
NC	OPR	Jason Pope	1239 2nd St NE	Hickory	28601-2660	828/569-2769
NC	OPR	Tim Ray	1960 Us Highway 70 Se Ste 2-446121	Hickory	28602-5049	828/322-7038
NC	OPR	Gene Rhodes	2700 N Main St	High Point	27265-2825	336/869-7280
NC	OPR	Gene Rhodes	3855 John Gordon Ln	High Point	27265-8046	336/841-2382
NC	OPR	Lori Allred	801 Village Walk Dr	Holly Springs	27540-7193	919/567-0060
NC	OPR	Joe Hatzopoulos	16915 Statesville Rd	Huntersville	28078-7130	704/892-0071
NC	OPR	Dean Sandbo	13801 Independence Blvd	Indian Trail	28079-9611	704/882-2697
NC	OPR	Pete Burgess	1405 Western Blvd	Jacksonville	28546-6758	910/455-2934
NC	OPR	Pete Burgess	304b Western Blvd	Jacksonville	28546-6337	910/353-9700
NC	OPR	Pete Burgess	306 Jacksonville Mall	Jacksonville	28546-7316	910/353-7887
NC	OPR	David Grix	1110 S Main St	Kernersville	27284-7480	336/992-7388
NC	OPR	John McPhaul	4499 Us Highway 70 W	Kinston	28504-7576	252/208-0744
NC	OPR	Kevin Richardson	6711 Knightdale Blvd	Knightdale	27545-7300	919/217-6981
NC	OPR	Mark Morse	230 Jackson Ct	Lumberton	28358-1103	910/739-7797
NC	OPR	Dean Sandbo	6390 Weddington Rd	Matthews	28104-7925	704/234-1000
NC	OPR	Deno Keretses	9905 Matthews Park Dr	Matthews	28105-1714	704/847-7702
NC	OPR	David Rowland	2115 W Roosevelt Blvd Ste 105	Monroe	28110-2737	704/283-8070
NC	OPR	David Rowland	2592 W Roosevelt Blvd	Monroe	28110-8431	704/225-8630
NC	OPR	Darin Wiggins	457 River Hwy	Mooresville	28117-6828	704/799-0401
NC	OPR	Patrick Conneely	5156 Hwy 70 W	Morehead City	28557-4504	252/247-7281
NC	OPR	Dallas Stoudenmire	1006 Burkemont Ave	Morganton	28655-4503	828/439-2373
NC	OPR	Chad Tidd	2007 Rockford St	Mount Airy	27030-5203	336/648-8500
NC	OPR	Tom Pike	3000 Dr M L King Jr Blvd	New Bern	28562-5212	252/672-9321
NC	OPR	Terry Shelton	11025 Carolina Place Pkwy Ste Fc10	Pineville	28134-9014	704/543-4238
NC	OPR	Amanda Phillips	4325 Glenwood Ave Spc U207a	Raleigh	27612-4532	919/782-1911
NC	OPR	Ashlee Lawson	2000 Cameron St	Raleigh	27605-1311	919/821-1155
NC	OPR	Charly Kerr	8661 Six Forks Rd	Raleigh	27615-2966	919/848-6715
NC	OPR	Chris Latta	4621 Capital Blvd	Raleigh	27604-4479	919/850-2175
NC	OPR	Chris Latta	6701 Falls Of Neuse Rd	Raleigh	27615-5373	919/845-4556
NC	OPR	Darrena McCulloh	400 Fayetteville St	Raleigh	27601-1766	919/834-3875
NC	OPR	David Langston	3770 Lake Boone Trl	Raleigh	27607-3042	919/420-2471
NC	OPR	David Donovan	5959 Triangle Town Blvd Spc Fc1104	Raleigh	27616-3268	919/792-2214
NC	OPR	Drew Caffrey	4325 Glenwood Ave Ste 2040	Raleigh	27612-4526	919/782-1911
NC	OPR	Mike Lawson	8901 Brier Creek Pkwy	Raleigh	27617-7807	919/293-0100
NC	OPR	Rally de Leon	4154 Main @ North Hills St. Suite 114	Raleigh	27609	919/510-0100

CHICK-FIL-A RESTAURANT LISTING AS OF

NC	OPR	Terry Butler	6612 Glenwood Ave	Raleigh	27612-7128	919/571-8480
NC	OPR	Stan Stepp	280 Premier Blvd	Roanoke Rapids	27870-5076	252/537-4331
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Bill Lehnies	1332 Jeffreys Rd	Rocky Mount	27804-1806	252/442-3525
NC	OPR	Bo Hawkins	902 E Innes St	Salisbury	28144-4638	704/797-9300
NC	OPR	Kelly Arnold	3224 Nc Highway 87 S	Sanford	27332-9633	919/777-0707
NC	TMP	Charles McClure	2001 E Dixon Blvd Ste 38	Shelby	28152-6957	704/482-8150
NC	OPR	Chris Beckler	719 E Dixon Blvd	Shelby	28152-6831	704/481-8110
NC	OPR	Nick Cunningham	2001 E Dixon Blvd Ste 38	Shelby	28152-6957	704/482-8150
NC	OPR	Keith Dimsdale	1300 N Brightleaf Blvd	Smithfield	27577-7204	919/938-0058
NC	OPR	Eric Corbett	10735 S. US Highway 15/501	Southern Pines	28387	910/692-6646
NC	OPR	Justin Riddle	228 Turnersburg Hwy	Statesville	28625-2797	704/881-0002
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NC	OPR	Rob Reasoner	11730 Retail Dr	Wake Forest	27587-7349	919/562-9004
NC	OPR	Mark Eller	2007 W Us Highway 421	Wilkesboro	28697-8637	336/921-2697
NC	OPR	Billy Lynch	6891 Swan Mill Rd	Wilmington	28405-3170	910/256-0854
NC	OPR	Harold Jarvis	5106 S College Rd	Wilmington	28412-2206	910/794-9008
NC	OPR	Mike Perdue	3389 Oleander Dr	Wilmington	28403-0808	910/452-9399
NC	OPR	Raymond Skelton	5123 Market St	Wilmington	28405-3431	910/397-2884
NC	OPR	Ryan Powell	3500 Oleander Dr Ste Fc2	Wilmington	28403-0847	910/799-3900
NC	OPR	Christy Proctor	2407 Forest Hills Rd W	Wilson	27893-3478	252/206-9862
NC	OPR	ChrisBrittany GuthrieJoyner	3320 Silas Creek Pkwy Ste FcFc7	Winston Salem	27103-3126	336/760-9412
NC	OPR	David Moore	1925 Peace Haven Rd	Winston Salem	27106-4850	336/659-8140
NC	OPR	Jade Costen	391 Knollwood St	Winston Salem	27103-1814	336/722-6058
NC	OPR	Peter Zimmermann	3343 Sides Branch Rd	Winston Salem	27127-6852	336/785-2206
NC	OPR	Ross Parrish	328 E Hanes Mill Rd	Winston Salem	27105-9135	336/377-3440
NC	OPR	Todd Perkins	924 Hanes Mall Blvd	Winston Salem	27103-5527	336/765-0713
NC	OPR	Abbott Dees	4239 Winterville Pkwy	Winterville	28590-7969	252/321-1382
NE	OPR	Tom Deall	2016 Cornhusker Rd	Bellevue	68123-4422	402/292-2337
NE	OPR	Charlie Colon	6810 S 27th St	Lincoln	68512-4822	402/975-2448
NE	OPR	Stu Shaw	17501 W Center Rd	Omaha	68130-2740	402/334-3452
NE	OPR	Kyle Schisler	8710 S 71st Plz	Papillion	68133-2142	402/934-6601
NH	OPR	Anthony Piccola	377 Amherst St	Nashua	03063-1210	603/595-2202
NH	OPR	Jeff Hubley	310 Daniel Webster Hwy Ste 144	Nashua	03060-5732	603/891-1000
NJ	OPR	Charles Bohs	110 Black Horse Pike	Audubon	08106-1900	856/547-0815
NJ	OPR	Ted Reim	522 Route 70	Brick	08723-4014	732/477-1093
NJ	OPR	Jamie Gottschling	1817 Mount Holly Rd	Burlington	08016-4700	609/387-2500
NJ	OPR	Dave Curran	2020 Marlton Pike W Ste C	Cherry Hill	08002-2751	856/488-9117
NJ	OPR	Dave Curran	400 Haddonfield Rd	Cherry Hill	08002-2206	856/488-1600
NJ	OPR	Sal Miliziano	1301 Fairview Blvd	Delran	08075-1452	856/764-0765
NJ	OPR	Christian McGrory	1750 Deptford Center Rd Ste F17	Deptford	08096-5235	856/848-7712
NJ	OPR	Doug Clark	1480 Clements Bridge Rd	Deptford	08096-3006	856/853-0425
NJ	OPR	Jeff Bassett	180 State Route 35 Spc F-9	Eatontown	07724-2023	732/542-2243
NJ	OPR	Stefan Bringas	55 Parsonage Rd Unit 434	Edison	08837-2499	732/548-6024
NJ	OPR	Amy McCloy-HodgeMiles	6038 Black Horse Pike	Egg Harbor Township	08234-9752	609/407-4900
NJ	OPR	Megan Jacques	3710 US Highway 9 Ste 2314	Freehold	07728-4812	732/308-3402
NJ	OPR	Travis Biggs	555 Marketplace Blvd	Hamilton	08691-2112	609/581-7601
NJ	OPR	Sean Johnson	4881 Us Highway 9	Howell	07731-3749	732/730-9033
NJ	OPR	Erik Benitez	30 Mall Dr W	Jersey City	07310-1615	201/459-1100
NJ	OPR	Brian Bowman	220 Route 73 N	Marlton	08053-1608	856/985-4391
NJ	OPR	Bob Mancini	1418 Nixon Dr	Mount Laurel	08054-4261	856/778-1900
NJ	OPR	Bob Mancini	58 Centerton Rd	Mount Laurel	08054-6102	856/439-2696
NJ	OPR	Drew Blind	1 Garden State Plz Spc Fc-10	Paramus	07652-2417	201/843-0347
NJ	OPR	Ken Walsh	2065 Paramus Park Mall	Paramus	07652-3536	201/967-9494
NJ	OPR	Josh Baals	1194 US Highway 22	Phillipsburg	08865-4117	908/859-4000

CHICK-FIL-A RESTAURANT LISTING AS OF

NJ	OPR	Jeff Price	621 Woodbury Glassboro Rd	Sewell	08080-3733	856/464-2277
NJ	OPR	Burley Clark	481 Cross Keys Rd	Sicklerville	08081-9749	856/262-0002
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
NJ	OPR	Burley Clark	5651 Route 42	Turnersville	08012-1000	856/228-2111
NJ	OPR	Jim Strole	2319 US Highway 22 W	Union	07083-8517	908/688-4515
NJ	OPR	Phil Kelley	3849 S Delsea Dr	Vineland	08360-7413	856/327-4414
NJ	TMP	Jonas Williams	1530 The Mall at Voorhees	Voorhees	08043	856/772-2201
NJ	OPR	Matt Williams	1170 White Horse Rd	Voorhees	08043-2108	856/784-5360
NJ	TMP	Steven Owen	1530 The Mall at Voorhees	Voorhees	08043	856/772-2201
NJ	TMP	Michael Carlos Daubert Colon	434 Woodbridge Ctr	Woodbridge	07095-1305	732/634-8981
NJ	OPR	Marlon Terrell	1040 US Highway 1 N	Woodbridge	07095-2507	732/636-2074
NM	OPR	Dan O'Bryan	3801 Ellison Rd Nw	Albuquerque	87114-7017	505/898-8988
NM	OPR	Len Spadoni	1600 Gibson Blvd SE	Albuquerque	87106	505/247-0947
NM	OPR	Len Spadoni	5009 Montgomery Blvd NE	Albuquerque	87109-1307	505/884-4171
NM	OPR	Mark Cook	2274 Wyoming Blvd NE	Albuquerque	87112-2620	505/299-0276
NM	OPR	Mark Cook	8110 San Pedro Dr Ne	Albuquerque	87113-1735	505/797-7858
NM	OPR	Alejandra Solis	700 S Telshor Blvd Ste 1254	Las Cruces	88011-8684	575/522-8204
NM	OPR	Bridget Alcala	1058 Unser Blvd. SE	Rio Rancho	87124	505/892-1359
NY	OPR	Oscar Fittipaldi	1000 Avenue of the Americas	New York	10018-5440	212/704-9920
NY	OPR	Stan Abrahamsen	5184 Nesconset Hwy	Port Jefferson Stati	11776-1302	888/467-8084
OH	OPR	Tony Alexander	26300 Cedar Rd Ste 1105	Beachwood	44122-1190	216/831-5195
OH	OPR	Chris Loweth	2727 Fairfield Commons Blvd Spc F225	Beavercreek	45431- 57265	937/320-1224
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
OH	OPR	Rex Brooking	2360 N Fairfield Rd	Beavercreek	45431-2558	937/320-1228
OH	OPR	Derek Caleb	7401 Market St Rm 857	Boardman	44512-5648	330/758-7391
OH	OPR	Doug Pugh	4228 Belden Village Mall	Canton	44718-2504	330/494-2894
OH	OPR	Marla Davis	5301 Cornerstone North Blvd	Centerville	45440-2269	937/439-1700
OH	OPR	Brent Linn	7875 Montgomery Rd Spc F5	Cincinnati	45236-4602	513/793-7149
OH	OPR	Chuck Perkins	8598 Beechmont Ave	Cincinnati	45255-4708	513/474-2445
OH	OPR	Michael Calloway	6495 Glenway Ave	Cincinnati	45211-5233	513/598-9400
OH	OPR	Tom Sutton	874 Eastgate North Dr	Cincinnati	45245-1588	513/752-0223
OH	OPR	Adam Powell	8787 Sancus Blvd	Columbus	43240-2016	614/888-8787
OH	OPR	Karen Bolumen	6240 E Broad St	Columbus	43213-1530	614/861-2300
OH	OPR	Matt Arnett	1500 Polaris Pkwy Ste Fc4	Columbus	43240-2131	614/438-5845
OH	OPR	Erich Weiss	420 Howe Ave	Cuyahoga Falls	44221-4957	330/920-4544
OH	OPR	Kevin Weaver	3339 Benchwood Rd	Dayton	45414-2705	937/454-0445
OH	OPR	Marla Davis	1482 Miamisburg Centerville Rd	Dayton	45459-3827	937/439-2552
OH	OPR	Steve Miller	2700 Miamisburg-Ctrvil Rd #212	Dayton	45459	937/439-1932
OH	OPR	Brian Siktberg	6051 Sawmill Rd	Dublin	43017-3632	614/717-9404
OH	OPR	Kevin Harris	5043 Tuttle Crossing Blvd Ste 169	Dublin	43016-1523	614/760-7688
OH	OPR	Paul Becker	47 Flight Memorial Pkwy	Fairlawn	44333-4563	330/668-2404
OH	OPR	Joe Benson	1696 Stringtown Rd	Grove City	43123-8995	614/539-9500
OH	OPR	Daryl Nelson	3403 Princeton Rd	Hamilton	45011-7956	513/892-4232
OH	OPR	Waylon Willoughby	1988 Hilliard Rome Rd	Hilliard	43026-7566	614/771-9650
OH	OPR	Justin Amburgey	6720 Airport Hwy	Holland	43528-7825	419/865-0810
OH	OPR	Dan Stanko	8213 Golden Link Blvd	Macedonia	44067-2068	330/908-3300
OH	OPR	Markus Schleidt	5150 Merten Dr	Mason	45040-9418	513/770-3445
OH	OPR	Chris Aey	9611 Mentor Ave	Mentor	44060-4528	440/354-2924
OH	TMP	Dave Stacie	7850 Mentor Ave Ste 870	Mentor	44060-5586	440/974-0084
OH	OPR	Doug Pugh	5411 Dressler Rd Nw	North Canton	44720-7748	330/966-5420
OH	OPR	Ken Ball	4779 Great Northern Blvd	North Olmsted	44070-3428	440/716-0030
OH	OPR	Michael Herrick	10315 Fremont Pike	Perrysburg	43551-3336	419/874-6412
OH	OPR	Gail McCullough	1051 Boardman Poland Rd	Poland	44514-1929	330/726-7205
OH	OPR	Damian Grana	20801 Center Ridge Rd	Rocky River	44116-4315	440/356-2030
OH	OPR	Doug Peters	501 E Kemper Rd	Springdale	45246-3230	513/671-9333

CHICK-FIL-A RESTAURANT LISTING AS OF

OH	OPR	Brian Wellman	16584 Royalton Rd	Strongsville	44136-4431	440/238-2344
OH	TMP	Chris Torres	5001 Monroe St Spc Fc10	Toledo	43623-3626	419/471-9455
OH	OPR	Jonathan Winn	4260 W Sylvania Ave	Toledo	43623-4417	419/474-2000
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
OH	TMP	Nick Biggee	5001 Monroe St Spc Fc10	Toledo	43623-3626	419/471-9455
OH	OPR	Derek Emerson	1885 Niles Cortland Rd SE	Warren	44484-3066	330/652-1300
OH	OPR	Gerrick Doss	4001 Richmond Rd	Warrensville Heights	44122-6048	216/831-6700
OH	OPR	Markus Schleidt	7733 Voice Of America Park Dr	West Chester	45069-2791	513/779-1767
OH	OPR	Billie McDonald Federer	35441 Euclid Ave	Willoughby	44094-4515	440/946-1831
OK	OPR	David Jacobi	2500 12th Ave NW	Ardmore	73401-1273	580/319-7901
OK	OPR	Amanda Almy	850 E. Kenosha Street	Broken Arrow	74012	918/251-0199
OK	OPR	Greg Harjo	1210 E 2nd St	Edmond	73034-5317	405/330-1141
OK	OPR	Mac McMurry	52 E 33rd St	Edmond	73013-4603	405/330-6946
OK	OPR	Connie Sturgeon-Hart	4329 W Owen K Garriott Rd	Enid	73703-4810	580/234-9801
OK	OPR	Chad Helwig	2301 Nw Cache Rd	Lawton	73505-5215	580/353-7766
OK	OPR	Chuck Kirby	200 Sw C Ave	Lawton	73501-4600	580/353-5989
OK	TMP	David Huffman	2301 Nw Cache Rd	Lawton	73505-5215	580/353-7766
OK	OPR	Bill Redenius	7331 SE 29th St	Midwest City	73110-6122	405/741-1500
OK	OPR	Brian Hilgenfeld	2001 S Telephone Rd	Moore	73160-2938	405/799-6100
OK	OPR	Brandon Allen	2004 N 11th St	Muskogee	74401-3521	918/687-1100
OK	OPR	Lance Spencer	3351 W Main St	Norman	73072-4806	405/364-4364
OK	OPR	Mike Hilgenfeld	2437 W Main St	Norman	73069-6327	405/579-1500
OK	OPR	Aaron Weast	6420 SW 3rd St	Oklahoma City	73128-2201	405/440-0500
OK	OPR	James Novak	7004 NW Expressway	Oklahoma City	73132-3534	405/728-9494
OK	OPR	Jonathan Pickett	2501 W Memorial Rd Ste 12	Oklahoma City	73134-8025	405/755-4762
OK	OPR	Rey Ferreyro	14040 N Pennsylvania Ave	Oklahoma City	73134-6116	405/752-8100
OK	OPR	Steve Brown	1901 Nw Expressway Ste 2045	Oklahoma City	73118-9232	405/843-5122
OK	OPR	Steve Steward	920 W I 240 Service Rd	Oklahoma City	73139-2303	405/632-2525
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
OK	OPR	Tricia Whitthorne	6201 N May Ave	Oklahoma City	73112-4243	405/810-8888
OK	OPR	Mark Schneider	12015 E 96th St N	Owasso	74055-5329	918/272-7201
OK	OPR	Jeff Madison	4637 N Kickapoo Ave	Shawnee	74804-1200	405/273-1388
OK	OPR	Philip Jeremy Everett Telford	600 E Hall Of Fame Ave	Stillwater	74075-5452	405/742-2111
OK	OPR	Arthur Greeno	11201 E 71st St	Tulsa	74133-2525	918/461-0777
OK	OPR	Arthur Greeno	7021 S Memorial Dr Ste 260A	Tulsa	74133-2069	918/252-4429
OK	OPR	Bart Milligan	7129 S Olympia Ave W	Tulsa	74132-1856	918/445-7200
OK	OPR	David Chen	4933 E 41st St	Tulsa	74135-6057	918/622-7815
OK	OPR	Greg Campbell	10437 S Memorial Dr	Tulsa	74133-7040	918/369-6464
OK	TMP	Kristen Reggie	4107 S Yale Ave Ste Fc	Tulsa	74135-6015	918/664-7254
OK	OPR	Chad Gerit	1724 Garth Brooks Blvd	Yukon	73099-6387	405/354-6280
PA	OPR	Mat Dempsey	6379 Hamilton Blvd	Allentown	18106-9554	484/664-2907
PA	TMP	Daniel Deji Moore Adako	307 Neshaminy Mall	Bensalem	19020-1608	215/364-9155
PA	OPR	Ron Trout	1700 Route 228	Cranberry Township	16066-5320	724/772-0222
PA	OPR	Jay Walsh	845 E Lancaster Ave	Downingtown	19335-3327	610/269-7828
PA	OPR	Alan Zarkoski	2640 Dekalb Pike	East Norriton	19401-1842	610/277-9906
PA	OPR	Chris Cathcart	3750 Dryland Way	Easton	18045-8207	610/250-5651
PA	OPR	Casey Hartley	7160 Peach St	Erie	16509-4707	814/868-8557
PA	OPR	Chris Walsh	280 Exton Square Mall	Exton	19341-2442	610/363-6345
PA	OPR	Jay Walsh	211 Eagleview Blvd	Exton	19341-1158	610/594-2070
PA	OPR	Gene Ontjes	405 Macdade Blvd	Folsom	19033-2401	610/586-1607
PA	OPR	Jim Flood	20 State Farm Dr	Glen Mills	19342-1075	610/358-1997
PA	OPR	Lorie Bender-Untch	900 Greengate Circle Centre Cir	Greensburg	15601-1205	724/838-1746
PA	OPR	Todd Murgi	5156 State Route 30	Greensburg	15601-7554	724/836-6501
PA	OPR	Todd Murgi	5256 State Route 30 Ste 235b	Greensburg	15601-7783	724/832-9071
PA	OPR	Jack Stefano	340 Eisenhower Dr	Hanover	17331-5223	717/630-2775

CHICK-FIL-A RESTAURANT LISTING AS OF

PA	OPR	Michael Osborne	480 Waterfront Dr E	Homestead	15120-1143	412/462-9202
PA	OPR	Bob Robins	160 N Gulph Rd Ste 1017	King Of Prussia	19406-2953	610/265-5716
PA	OPR	Kevin McDavid	135 W Dekalb Pike	King Of Prussia	19406-2377	610/265-2677
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
PA	OPR	Judy Shaffer	2467 Lincoln Hwy E	Lancaster	17602-1445	717/205-2058
PA	OPR	Dave Heffernan	2424 E Lincoln Hwy	Langhorne	19047-3048	215/741-3500
PA	OPR	Dawn Friel	210 Forty Foot Rd	Lansdale	19446-4005	215/631-7060
PA	OPR	Brian Gibson	6416 Carlisle Pike Ste 3500	Mechanicsburg	17050-2957	717/795-1940
PA	OPR	Gene Ontjes	1067 W Baltimore Pike	Media	19063-5121	610/565-3618
PA	OPR	Todd Kanzinger	1190 W Baltimore Pike	Media	19063-5128	610/565-6001
PA	TMP	Steven Jennifer Owen Austin	544 Beaver Valley Mall	Monaca	15061	724/774-4283
PA	OPR	Brian Wenger	4040 William Penn Hwy	Monroeville	15146-2651	412/380-0999
PA	OPR	Mary Anne Donofrio	794 Bethlehem Pike	Montgomeryville	18936-9601	215/855-2202
PA	OPR	Bob Montgomery	4 West Rd	Newtown	18940-4301	215/497-9011
PA	OPR	Sam Class	680 S Trooper Rd	Norristown	19403-3416	610/650-8505
PA	TMP	Jonathan Steven	314 Montgomery Mall	North Wales	19454-3907	215/362-1855
PA	OPR	Bob Fanelli	9711 Roosevelt Blvd	Philadelphia	19114-1010	215/969-3455
PA	TMP	David Fatorma Schiedt Sifa	901 Market 2301 E Butler St Spe T-10	Philadelphia	19107 19137-	215/627 744-26
PA	OPR	John Hincken	2204 S Columbus Blvd	Philadelphia	19148-2808	215/271-2313
PA	OPR	Lawrence Kibunjah	2421 W Cheltenham Ave	Philadelphia	19150-1505	215/885-2423
PA	OPR	Matt Jonas Gibson Williams	1625 Chestnut St Ste F8	Philadelphia	19103-4207	215/557-7853
PA	OPR	Oscar Fittipaldi	2301 E Butler St	Philadelphia	19137-1008	215/744-1410
PA	TMP	David Schiedt	100 Robinson Center Dr # Fc-5	Pittsburgh	15205-4831	412/788-4865
PA	OPR	Lawrence Kibunjah	2421 W Cheltenham Ave	Philadelphia	19150-1505	215/885-2423
PA	OPR	Mare Aimee	121 Costco Dr	Pittsburgh	15205-4870	412/490-0177
PA	OPR	Jay Yanak	100 Robinson Center Dr # Fc-5	Pittsburgh	15205-4831	412/788-4865
PA	OPR	Mark Thornsberry	1620 Washington Rd	Pittsburgh	15241-1210	412/833-1165
PA	OPR	Mike Ortmann	1000 Ross Park Mall Dr	Pittsburgh	15237-3875	412/369-4444
PA	OPR	Ray DeVito	461 Clairton Blvd	Pleasant Hills	15236-3827	412/655-6562
PA	OPR	Bryan Renneisen	500 W Germantown Pike Ste 2265	Plymouth Meeting	19462-1399	610/828-4449
PA	OPR	Jaret Mitchell	14 W Lightcap Rd	Pottstown	19464-3413	610/323-2105
PA	OPR	Stew Butler	602 N West End Blvd	Quakertown	18951-4100	215/538-8848
PA	OPR	Scott Keiser	2707 N Meridian Blvd	Reading	19610-3331	610/373-7330
PA	OPR	Shawn Filby	4675 Perkiomen Ave	Reading	19606-3217	610/779-5995
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
PA	OPR	Jaret Mitchell	70 Buckwalter Rd Ste 1450	Royersford	19468-4500	610/948-1290
PA	OPR	Jeff Marble	14665 Mount Airy Rd	Shrewsbury	17361-1433	717/235-4200
PA	OPR	Gene Ontjes	805 Baltimore Pike	Springfield	19064-3902	610/544-6050
PA	OPR	Bruce Herold	1938 N Atherton St	State College	16803-1522	814/231-0900
PA	OPR	Richard Winters	3621 Horizon Blvd	Trevoise	19053-4913	215/355-3500
PA	OPR	Josh McGrory	160 Easton Rd	Warrington	18976-2513	215/491-4500
PA	OPR	Kory Kaye	375 Washington Rd	Washington	15301-2701	724/222-0200
PA	OPR	Mike Tenaglia	826 Lehigh Lifestyle Ctr	Whitehall	18052-5737	610/231-0303
PA	OPR	Mary Anne	2500 W Moreland Rd Ste 3066	Willow Grove	19090-4029	215/657-7676
PA	OPR	Brad Jonathan	1665 State Hill Rd Ste 930	Wyomissing	19610-1987	610/373-1640
PA	OPR	Cathy Dallas	2801 E Market St	York	17402-2406	717/757-7171
PA	OPR	Chuck Lambert	922 Loucks Rd	York	17404-2202	717/843-3333
RI	OPR	Toushoua Xiong	1500 Bald Hill Rd	Warwick	02886-4267	401/615-3423
SC	OPR	Tom Johnson, Jr	202 Eastgate Dr	Aiken	29803-7683	803/641-0366
SC	OPR	Jon Holmes	1641 E Greenville St	Anderson	29621-2006	864/261-8933
SC	OPR	Jon Holmes	3131 N Main St	Anderson	29621-2764	864/225-8201
SC	OPR	Jon Holmes	3725 Clemson Blvd	Anderson	29621-1316	864/375-9922
SC	OPR	Seth Scarpa	2405 Boundary St	Beaufort	29906-3770	843/379-1101
SC	OPR	Keith Clark	9 Malphrus Rd	Bluffton	29910-6635	843/837-8140
SC	OPR	Randy Goff	3902 Highway 9	Boiling Springs	29316-8500	864/578-9418

CHICK-FIL-A RESTAURANT LISTING AS OF

SC	OPR	Kelley Myers	2211 W Dekalb St	Camden	29020-2070	803/425-0964
SC	OPR	Al Thompson Jr	2013 Magwood Dr	Charleston	29414-5729	843/571-1209
SC	OPR	Al Thompson Jr	2070 Sam Rittenberg Blvd Unit Fc5	Charleston	29407-4642	843/556-0216
SC	OPR	Jason Williams	849 Folly Rd	Charleston	29412-3434	843/795-9505
SC	OPR	Trey Campbell	1656 Savannah Hwy	Charleston	29407-7869	843/766-4202
SC	OPR	Herb Tyler	1061 Tiger Blvd	Clemson	29631-1416	864/654-4655
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
SC	OPR	Aaron Jackson Ellison	2600 Decker Blvd	Columbia	29206-2317	803/736-9421
SC	OPR	Carrie Tatham	100 Columbiana Cir Ste 1284	Columbia	29212-2256	803/732-2570
SC	OPR	Chris Eckert	7424 Garners Ferry Rd	Columbia	29209-2601	803/783-7622
SC	OPR	Don Ball	10136-103 Two Notch Rd.	Columbia	29229	803/865-9890
SC	OPR	Don Ball	5440 Forest Dr	Columbia	29206-5401	803/738-1004
SC	OPR	Don Byrd	229 Bush River Rd	Columbia	29210-7309	803/772-4041
SC	OPR	James Bennett	901 Harden St	Columbia	29205-1003	803/255-0232
SC	OPR	Joe Jeffcoat	294 Harbison Blvd	Columbia	29212-2232	803/749-6666
SC	OPR	Paul Alverson	1613 Church St	Conway	29526-2959	843/488-0042
SC	OPR	Matt Thompson	1519 E Main St	Duncan	29334-9218	864/486-0311
SC	OPR	Patrick Dickerson	5660 Calhoun Memorial Hwy	Easley	29640-3872	864/855-6898
SC	OPR	Blake Pate	2701 W David McLeod Blvd #1320	Florence	29501	843/665-9259
SC	OPR	Dave David Pate	2705 David H McLeod Blvd	Florence	29501-4043	843/665-1512
SC	OPR	Mark Drummond	2016 S Irby St	Florence	29505-3420	843/629-1703
SC	OPR	Michael Crosby	1600 Highway 160 W	Fort Mill	29708-8024	803/578-4030
SC	OPR	John Leary	1704 W Floyd Baker Blvd	Gaffney	29341-1208	864/488-9278
SC	OPR	Chris Walker	516 Saint James Ave	Goose Creek	29445-2793	843/553-2100
SC	OPR	Audrey Chapman	3890 Pelham Rd	Greenville	29615-5011	864/297-9912
SC	OPR	Brett Swanson	1564 Laurens Rd	Greenville	29607-2508	864/467-0593
SC	OPR	Brett Swanson	575 Haywood Rd	Greenville	29607-2710	864/234-5788
SC	OPR	Chuck Church	1225 Woodruff Rd	Greenville	29607-5737	864/234-7747
SC	OPR	Keith Jordan	700 Haywood Rd Ste 102	Greenville	29607-2725	864/297-0648
SC	OPR	Steven Bryant	1544 Poinsett Hwy	Greenville	29609-2929	864/233-9700
SC	OPR	Brian Whitaker	213 By-Pass 72 NW	Greenwood	29646	864/223-0283
SC	OPR	Brian Whitaker	213 Highway 72 By-Pass	Greenwood	29649	864/223-2251
SC	OPR	Bill Tyler	1379 W Wade Hampton Blvd	Greer	29650-1145	864/848-5222
SC	OPR	Arthur Porter	10032 Charlotte Hwy	Indian Land	29707-7135	803/548-8889
SC	OPR	Steve Arnold	1007 Dutch Fork Rd	Irmo	29063-8785	803/732-1992
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
SC	OPR	Hunter Thompson	901 Highway #9 Bypass, West	Lancaster	29720	803/283-3232
SC	OPR	Marshall Davis	917 E Main St	Laurens	29360-3601	864/682-4663
SC	OPR	Britt Sims	4295 Sunset Blvd	Lexington	29072-9146	803/356-1635
SC	OPR	Michael Tucker	5560 Sunset Blvd	Lexington	29072-9262	803/808-6317
SC	OPR	Matt Webber	135 W Butler Rd	Mauldin	29662-2534	864/297-0262
SC	OPR	Justin Clark	601 N Highway 52	Moncks Corner	29461-3130	843/438-4308
SC	OPR	John Wrenn	3102 Ironclad Aly	Mount Pleasant	29466-8355	843/849-2281
SC	OPR	Josh Malone	1024 Johnnie Dodds Blvd	Mount Pleasant	29464-3107	843/881-6811
SC	OPR	Steve Farmer	4400 Highway 17	Murrells Inlet	29576-5026	843/652-9955
SC	OPR	Daniel Liberatore	1301 N Kings Hwy	Myrtle Beach	29577-3636	843/448-0667
SC	OPR	Joette Smith	2000 Coastal Grand Cir Ste Fc1	Myrtle Beach	29577-9607	843/445-7404
SC	OPR	Nate MacDonald	2360 Dick Pond Rd	Myrtle Beach	29575-5505	843/293-3992
SC	OPR	Steve Rumley	85 Rodeo Dr	Myrtle Beach	29579-9470	843/903-3322
SC	OPR	Wendy Parkman	1940 Mister Joe White Ave	Myrtle Beach	29577-5624	843/445-6467
SC	OPR	Jon Dawkins	1267 Knox Ave	North Augusta	29841-4048	803/202-3202
SC	OPR	Chad Burn	7616 Rivers Ave	North Charleston	29406-4012	843/797-0122
SC	OPR	Daniel Dickerson	8455 Dorchester Rd	North Charleston	29420-7307	843/767-1213
SC	OPR	Debbie Blind	4926 Centre Pointe Dr	North Charleston	29418-6927	843/744-9051
SC	TMP	WilliamTom LaneFitzpatrick	2150 Northwoods Blvd Unit B4	North Charleston	29406-4045	843/797-2341

CHICK-FIL-A RESTAURANT LISTING AS OF

SC	OPR	ScottJeff SpearsCash	690 Highway 17 N	North Myrtle Beach	29582-2906	843/280-7882
SC	OPR	Wayne Murphy	3559 Saint Matthews Rd	Orangeburg	29118-8217	803/534-7676
SC	OPR	Chad Saxon	3420 Highway 153	Piedmont	29673-9405	864/295-8330
SC	OPR	Chad Sheley	2415 Cherry Rd	Rock Hill	29732-2171	803/325-1323
SC	OPR	Randy Barfield	2245 Dave Lyle Blvd	Rock Hill	29730-4973	803/980-8080
SC	OPR	Herb Tyler	1612 Sandifer Blvd	Seneca	29678-0905	864/886-9080
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
SC	OPR	Matt Webber	659 Fairview Rd	Simpsonville	29680-6706	864/962-5157
SC	TMP	ChaseBen HarperMoore	1995 E Main St	Spartanburg	29307-2308	864/577-0801
SC	OPR	Keith Laws	1503 Wo Ezell Blvd	Spartanburg	29301-2603	864/595-0478
SC	OPR	Randy Goff	1790 Asheville Hwy	Spartanburg	29303-2008	864/582-0093
SC	OPR	KeithWill LawsLane	205 W Blackstock Rd Ste 630	Spartanburg	29301-1396	864/574-2144
SC	OPR	Randy Goff	1790 Asheville Hwy	Spartanburg	29303-2008	864/582-0093
SC	OPR	Chris Walker	1312 N Main St	Summerville	29483-7308	843/695-1112
SC	OPR	Scott Richardson	1057 Broad St Ste 7	Sumter	29150-2557	803/775-9072
SC	OPR	Scott Richardson	1170 Broad St	Sumter	29150-1946	803/905-2620
SC	OPR	Todd Bennett	2801 Wade Hampton Blvd Ste C	Taylors	29687-2758	864/322-2300
SC	OPR	Britt Sims	2299 Augusta Rd	West Columbia	29169-4523	803/939-1600
TN	OPR	Frankie Turner	1031 Hunter's Crossing Drive	Alcoa	37701	865/981-9993
TN	OPR	Barry Hooper	330 Franklin Rd	Brentwood	37027-3280	615/373-4160
TN	OPR	Josh Horner	360 Pinnacle Parkway	Bristol	37620	423/573-2032
TN	OPR	Alyssa Schleicher	209 Northgate Mall	Chattanooga	37415-6940	423/875-4771
TN	OPR	Mitch Collins	1804 Gunbarrel Rd	Chattanooga	37421-3129	423/485-0777
TN	OPR	Mitch Collins	2100 Hamilton Place Blvd Ste 313	Chattanooga	37421-6007	423/894-3181
TN	OPR	Nick Goebeler	5830 Brainerd Rd	Chattanooga	37411-5505	423/855-9880
TN	OPR	Brittnye Pennington	3096 Wilma Rudolph Blvd	Clarksville	37040-5014	931/552-5511
TN	OPR	David Blevins	1626 Madison St	Clarksville	37043-4911	931/648-4468
TN	TMP	JohnKaren DombroskiColley	3890 Keith St Nw	Cleveland	37312-4336	423/728-5471
TN	OPR	Grant Gibbs	1036 W Poplar Ave	Collierville	38017-2505	901/853-1786
TN	OPR	Caleb Mathis	605 S James Campbell Blvd	Columbia	38401-4333	931/380-3939
TN	OPR	Ben Prine	1370 Interstate Dr	Cookeville	38501-4129	931/372-2665
TN	OPR	Heather Adams	2440 Lake Rd	Dyersburg	38024-1604	731/285-0880
TN	OPR	Tommy Tipton	753 W Elk Ave	Elizabethton	37643-2516	423/297-1266
TN	OPR	Bill Pfaender	3063 Mallory Ln	Franklin	37067-8265	615/778-0055
TN	OPR	Jeanne Hammontree	2016 Columbia Ave	Franklin	37064-3999	615/794-8180
TN	OPR	John Moore	1800 Galleria Blvd Ste 3060	Franklin	37067-6279	615/771-7300
TN	OPR	Greg Garretson	101 N Belvedere Dr	Gallatin	37066-5419	615/230-1945
TN	OPR	Anthony House	1230 S Germantown Rd	Germantown	38138-2226	901/752-3966
TN	OPR	Rich Luisi	1033 Glenbrook Way	Hendersonville	37075-1231	615/264-2330
TN	OPR	Randy Atkins	305 Old Lebanon Dirt Rd	Hermitage	37076-2154	615/889-2177
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TN	OPR	Dean Kirstein	5740 Highway 153	Hixson	37343-3727	423/877-5504
TN	TMP	BrittanyJosh JoynerMaxwell	2021 N Highland Ave Ste A3	Jackson	38305-4949	731/668-1586
TN	OPR	Kurt Wagar	3 Stonebridge Blvd	Jackson	38305-2055	731/668-2919
TN	OPR	Darrell Fowler	2103 W Market St	Johnson City	37604-6024	423/232-2880
TN	OPR	Jimmy Lane	2011 N Roan St Ste 38	Johnson City	37601-3118	423/282-4771
TN	OPR	Tim Burchfield	3206 Peoples St	Johnson City	37604-4142	423/952-0031
TN	OPR	John Tingle	1205 E Stone Dr	Kingsport	37660-4126	423/245-8881
TN	OPR	Eddie Halliday	4944 Kingston Pike	Knoxville	37919-5111	865/330-0044
TN	OPR	Eddie Halliday	7063 Kingston Pike	Knoxville	37919-5706	865/588-0100
TN	OPR	Eddie Halliday	7600 Kingston Pike Rm No1320	Knoxville	37919-5600	865/690-5447
TN	OPR	Greg Harb	5100 N Broadway St	Knoxville	37918-2342	865/689-9661
TN	OPR	Greg Jones	6564 Clinton Hwy	Knoxville	37912-1114	865/947-2416
TN	OPR	Marshall Wilkins	10916 Parkside Dr	Knoxville	37934-1958	865/675-7400
TN	OPR	Marshall Wilkins	9646 Kingston Pike	Knoxville	37922-2315	865/691-7400

CHICK-FIL-A RESTAURANT LISTING AS OF

TN	OPR	Tim Toms	3001 Knoxville Center Dr Ste 2223	Knoxville	37924-5046	865/544-1529
TN	OPR	Tim Whittemore	7565 Mountain Grove Dr	Knoxville	37920-6754	865/573-0023
TN	OPR	Carlton Beall	706 S Cumberland St	Lebanon	37087-4110	615/444-3005
TN	OPR	Justin Young	1009 Highway 321 N	Lenoir City	37771-6664	865/816-3541
TN	OPR	Todd Hunley	2000 Gallatin Pike N	Madison	37115-2002	615/851-4007
TN	OPR	Chris Gretchen	144 Foothills Mall	Maryville	37801-2308	865/982-6061
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TN	OPR	David Cantey	7072 Winchester Rd	Memphis	38125-2013	901/737-1778
TN	OPR	Joe Miller	6282 Poplar Ave	Memphis	38119-4713	901/766-1875
TN	OPR	John Francisco	1980 Union Ave	Memphis	38104-4134	901/272-0511
TN	OPR	Marc Clapp	2760 N Germantown Pkwy Ste 268	Memphis	38133-8156	901/382-3280
TN	OPR	Marc Clapp	2849 N Germantown Pkwy	Memphis	38133-8150	901/381-4727
TN	OPR	Ryan Matt	4465 Poplar Ave Ste Fe ES-303	Memphis	38117-3739	901/682-4493
TN	OPR	Scott Malone	4916 Poplar Ave	Memphis	38117-5145	901/820-0505
TN	OPR	Grant Edwards	8492 Us Highway 51 N	Millington	38053-1515	901/872-1115
TN	OPR	Gary Robinson	2141 W Andrew Johnson Hwy	Morristown	37814-3203	423/581-8181
TN	OPR	Ray Daniel	401 S Mount Juliet Rd Ste 105	Mount Juliet	37122-6398	615/773-7747
TN	OPR	Beau Noblitt	2005 Old Fort Pkwy	Murfreesboro	37129-6908	615/217-1351
TN	OPR	Will Sims	6500 Charlotte Pike	Nashville	37209-2904	615/352-1222
TN	OPR	Logan McCay	357 S Illinois Ave	Oak Ridge	37830-6741	865/481-3638
TN	OPR	Greg Jones	540 E Emory Rd	Powell	37849-3519	865/938-2445
TN	OPR	Terry Rowell	1432 Parkway	Sevierville	37862-2845	865/908-2506
TN	OPR	Robert Weinmann	470 Sam Ridley Pkwy W	Smyrna	37167-5620	615/459-3290
TN	OPR	Joseph Seabolt	1708 N Jackson St	Tulahoma	37388-2232	931/222-4102
TX	OPR	Brian LaCroix	3130 S Clack St	Abilene	79606-2203	325/691-0414
TX	OPR	Shawn Self	4310 Buffalo Gap Rd Ste 1442	Abilene	79606-2762	325/695-2946
TX	OPR	Wesley Smith	1750 State Highway 351	Abilene	79601-4748	325/672-8844
TX	OPR	Paul Kulas	3781 Belt Line Rd	Addison	75001-4302	972/247-3232
TX	OPR	Niel Brown	350 East Stacy Rd	Allen	75013	972/678-3001
TX	OPR	Niel Brown	902 W Mcdermott Dr	Allen	75013-6502	214/495-9540
TX	OPR	George DeCoux	4510 S Coulter St	Amarillo	79119-6454	806/468-8885
TX	OPR	Joshua Raef	2525 S Georgia St	Amarillo	79109-1926	806/358-8055
TX	OPR	Lisa McClain	7701 W Interstate 40 Ste 132	Amarillo	79121-0132	806/355-1848
TX	OPR	Carmenza Moreno	1505 N Collins St	Arlington	76011-4941	817/548-7700
TX	OPR	Philip Hassler	3811 S Cooper St	Arlington	76015-4120	817/472-9917
TX	OPR	Tiffany Hassler	4412 Little Rd	Arlington	76016-5605	817/483-0964
TX	OPR	Wayne Hassler	4700 S Cooper St	Arlington	76017-5925	817/465-6631
TX	OPR	Alan Williams	2901 S Capital Of Texas Hwy Ste Vc8	Austin	78746-8112	512/327-3699
TX	OPR	Bruce Crisler	13201 Ranch Road 620 N	Austin	78717-1011	512/258-0441
TX	OPR	Cliff Green	503 W Martin Luther King Jr Blvd	Austin	78701-1230	512/473-8651
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Ed Campos	12901 I-35 N Service Road Bldg. 14	Austin	78753	512/990-2424
TX	OPR	Jamie Harris	161 W Slaughter Ln Ste M	Austin	78748-1773	512/282-4200
TX	OPR	Jeff Glover	10901 Research Blvd	Austin	78759-5719	512/343-1989
TX	OPR	Ken Massey	500 E Ben White Blvd	Austin	78704-7470	512/707-8119
TX	OPR	Ken Massey	5033-D US 290 West	Austin	78735-6703	512/358-9125
TX	OPR	Mark Ortego	12501 N. Mopac Exp.	Austin	78727-4202	512/977-0747
TX	OPR	Bret Farris	721 Highway 71 W	Bastrop	78602-4036	512/332-2000
TX	OPR	Brad Nichols	8738 N Highway 146	Baytown	77523-7008	281/573-4573
TX	OPR	Taylor Henckel	5006 Garth Rd	Baytown	77521-2135	281/421-5087
TX	OPR	Graham Kilgore	6155 Eastex Fwy	Beaumont	77706-6718	409/899-5625
TX	OPR	Robert Henckel	3825 College St	Beaumont	77701-4621	409/835-8114
TX	OPR	Robert Henckel	4050 Dowlen Rd	Beaumont	77706-6849	409/347-4800
TX	OPR	Darryl Zavodny	3600 Ranch Road 620 S Ste C	Bee Cave	78738-6875	512/263-5300
TX	OPR	Jeremy Kirwan	8800 Benbrook Blvd	Benbrook	76126-3440	817/249-3900

CHICK-FIL-A RESTAURANT LISTING AS OF

TX	OPR	Alex Aviles	2370 N Expressway Ste 1348	Brownsville	78521-1223	956/541-4222
TX	OPR	Alex Aviles	4325 N Expressway # 77	Brownsville	78520-9479	956/350-9488
TX	OPR	Paul Rodriguez	3385 Boca Chica Blvd	Brownsville	78521-4201	956/541-2456
TX	OPR	Craig Hall	2210 Briarcrest Dr	Bryan	77802-5017	979/731-1155
TX	OPR	Greg Ryan	1105 N Burleson Blvd	Burleson	76028-7009	817/447-4552
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Greg Ryan	111 Nw John Jones Dr	Burleson	76028-5154	817/447-0106
TX	OPR	Chris Wright	2652 Old Denton Rd	Carrollton	75007-5102	972/466-2412
TX	OPR	Luanne Alcaraz	387 E Fm 1382	Cedar Hill	75104-6038	972/293-0022
TX	OPR	Priscilla Mendoza	1325 E Whitestone Blvd	Cedar Park	78613-7597	512/260-9777
TX	OPR	Seth Reece White Howard	11200 Lakeline Mall Dr Ste Vc2	Cedar Park	78613-1508	512/250-5323
TX	OPR	Travis Powell	321 Marina Bay Dr	Clear Lake Shores	77565-2686	281/535-1550
TX	OPR	Jerald Huggins	1719 Texas Ave S	College Station	77840-3320	979/694-4500
TX	OPR	Jerald Huggins	4431 State Highway 6 S	College Station	77845-4428	979/690-8822
TX	OPR	Casey Hughes	3425 College Park Dr	Conroe	77384-4921	936/266-0416
TX	OPR	Eddie Kober	1321 W Davis St	Conroe	77304-2309	936/441-4480
TX	OPR	Stephen Kennedy	202 Robert Griffin III Blvd	Copperas Cove	76522	254/542-1411
TX	OPR	Brad Slate	4481 FM 2181	Corinth	76210-4216	940/498-1535
TX	OPR	Macy Agnew	5488 S Padre Island Dr Ste 1014	Corpus Christi	78411-4117	361/991-3161
TX	OPR	Rex Halsey	4741 S Padre Island Dr	Corpus Christi	78411-4415	361/851-2135
TX	OPR	Norm Kober	25835 Highway 290	Cypress	77429-1049	281/256-2423
TX	OPR	Norm Kober	28644 Highway 290	Cypress	77433-4290	281/256-7120
TX	OPR	Carl Nelson	9386 Lyndon B Johnson Fwy	Dallas	75243-3468	469/330-8838
TX	OPR	Jeff Mulkey	1535 N Cockrell Hill Rd	Dallas	75211-1315	214/331-2400
TX	OPR	Jeff White	6423 Hillcrest Ave	Dallas	75205-1852	214/599-9944
TX	OPR	Jeff White	7718 N Central Expy	Dallas	75206-1901	214/691-6111
TX	OPR	Joshua Calva	1201 Elm St Ste L106	Dallas	75270-2156	214/748-4520
TX	OPR	Lori Canales	6176 Retail Rd Ste 100	Dallas	75231-7806	214/890-7551
TX	OPR	Louie Murillo	3820 W Northwest Hwy	Dallas	75220-5160	214/353-2266
TX	OPR	Marva Perry	14897 Preston Rd	Dallas	75254-7863	972/386-9774
TX	OPR	Michael Walkup	8687 N Central Expy Ste 2386	Dallas	75225-4561	214/363-4627
TX	OPR	Ryan Allen	4523 Frankford Rd	Dallas	75287-6824	972/732-6540
TX	OPR	Stacey McGee	2429 W Wheatland Rd	Dallas	75237-3610	972/296-4090
TX	OPR	William McPherson	12120 Inwood Rd	Dallas	75244-8017	972/404-4727
TX	OPR	Yessica Buentello	2207 Veterans Blvd	Del Rio	78840-3120	830/775-2902
TX	OPR	Matt Listi	1711 S Loop 288	Denton	76205-4833	940/382-8149
TX	OPR	Matt Pearson	2410 W University Dr	Denton	76201-1605	940/387-7881
TX	OPR	Michael Lee	1640 Fm 646 Rd W	Dickinson	77539-3392	281/337-1898
TX	OPR	Brent Gooch	306 Early Blvd	Early	76802-2120	325/643-3910
TX	OPR	Rudy Martinez	1360 W University Dr	Edinburg	78539-2912	956/287-0805
TX	OPR	Anthony Martinez	750 Sunland Park Dr Ste Vc6	El Paso	79912-6835	915/585-3640
TX	OPR	Edgar Ortega	7597 N Mesa St	El Paso	79912-3505	915/760-8990
TX	TMP	Joshua Cunningham	750 Sunland Park Dr Ste Vc6	El Paso	79912-6835	915/585-3640
TX	OPR	Marc Zayas	8401 Gateway Blvd W	El Paso	79925-5649	915/779-1324
TX	OPR	Rene Hernandez	1840 N Zaragoza Rd	El Paso	79936-7911	915/921-0610
TX	OPR	Ernie Flores	3003 State Highway 121	Eules	76039-4076	817/354-5654
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Jason Driscoll	2001 Long Prairie Rd	Flower Mound	75022-4222	972/691-5988
TX	OPR	Kenny Arthur	2001 Justin Rd	Flower Mound	75028-3800	972/691-3999
TX	OPR	Roger Clark	900 E Us Highway 80	Forney	75126-8613	972/564-3665
TX	OPR	Bruce Slone	3200 Hulen St	Fort Worth	76107-6172	817/737-4904
TX	OPR	Bruce Slone	549 Carroll St	Fort Worth	76107-2292	817/332-7111
TX	OPR	Gary Kasprzak	3580 Altamesa Blvd	Fort Worth	76133-5602	817/423-0222
TX	OPR	Jeremy Kirwan	2508 Green Oaks Rd	Fort Worth	76116-1724	817/737-4931
TX	OPR	Kristi Mead	4800 S Hulen St Ste 2102	Fort Worth	76132-1416	817/294-0094

CHICK-FIL-A RESTAURANT LISTING AS OF

TX	OPR	Mike Janicek	4913 Bryant Irvin Rd	Fort Worth	76132-3617	817/423-8806
TX	OPR	Scott Pleasants	2870 Heritage Trace Pkwy	Fort Worth	76177-7580	817/750-2440
TX	OPR	Charles Gibson	1 Baybrook Mall	Friendswood	77546-2700	281/480-7144
TX	OPR	Christy Davis	8875 Preston Road	Frisco	75034	214/436-5418
TX	OPR	Frieda Marroquin	5211 Eldorado Pkwy	Frisco	75033-8671	214/387-9887
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Jay Schumacher	2601 Preston Rd Ste 2046	Frisco	75034-9002	972/668-7230
TX	OPR	Jimmy Jernigan	5425 N George Bush Hwy	Garland	75044-4801	972/496-6918
TX	OPR	Lance Bennett	1031 W University Ave	Georgetown	78628-5338	512/930-4884
TX	OPR	Aaron Grant	1011 E Highway 377	Granbury	76048-2584	817/573-4424
TX	OPR	Robin Harris	3970 S Carrier Pkwy	Grand Prairie	75052-6654	972/264-3100
TX	OPR	Wayne Hassler	3041 W Camp Wisdom Rd	Grand Prairie	75052-4463	817/652-0804
TX	OPR	Aaron Williams	1245 William D Tate Ave	Grapevine	76051-4031	817/488-4147
TX	OPR	Clinton Cowden	2255 E Grapevine Mills Cir	Grapevine	76051-2046	972/539-6543
TX	OPR	Cathy Miner	3130 Interstate Highway 30	Greenville	75402-7208	903/454-8585
TX	OPR	Brad Beeman	201 E Central Texas Expy	Harker Heights	76548-1887	254/690-2171
TX	OPR	Francisco Castellanos	1021 Dixieland Rd	Harlingen	78552-5932	956/365-3833
TX	OPR	Becky Chin	5940 Gulf Fwy	Houston	77023-5416	713/924-4000
TX	OPR	Branden Gibson	8609 Westheimer Rd	Houston	77063-4201	713/278-2300
TX	OPR	Darlene Kober	1200 McKinney St Ste 363	Houston	77010-2038	713/650-8081
TX	OPR	David Oakes	12325 Fm 1960 Rd W	Houston	77065-4808	832/912-8227
TX	OPR	David Oakes	8440 Highway 6 N	Houston	77095-2004	281/550-9205
TX	OPR	Drew Ellis	2222 Shearn St	Houston	77007-3941	713/862-4311
TX	OPR	Francisco Hernandez	13240 Northwest Fwy	Houston	77040-6003	713/462-7698
TX	OPR	Glenn Thigpen	9440 W Sam Houston Pkwy N	Houston	77064-6317	281/477-7091
TX	OPR	Greg Kubala	2606 S Kirkwood Rd	Houston	77077-6691	281/759-5799
TX	OPR	Greg Kubala	753 Dairy Ashford Rd	Houston	77079-5314	832/770-4576
TX	OPR	James DeCola	13412 Briar Forest Dr	Houston	77077-1904	281/531-5503
TX	OPR	Jason Deyo	4410 North Fwy	Houston	77022-3606	713/695-8888
TX	OPR	Jesse Chaluh	2715 Southwest Fwy	Houston	77098-4606	713/523-2442
TX	OPR	Jesse Chaluh	5001 Beechnut St	Houston	77096-1502	713/839-7700
TX	OPR	Joe Glynn	925 North Loop W	Houston	77008-1765	713/861-6701
TX	OPR	Jon Goolsby	3955 Little York Rd	Houston	77093-3802	281/227-5810
TX	OPR	Joseph DeCola	5910 E Sam Houston Pkwy N	Houston	77049-2505	281/459-9553
TX	OPR	Juli Salvagio	3101 W Holcombe Blvd	Houston	77025-1533	713/660-8200
TX	OPR	Kevin Caddenhead	1162 Willowbrook Mall 3635 Cypress Creek	Houston	77070-77068-	281/890895-66
TX	OPR	Kevin Caddenhead	7007 Fm 1960 Rd W	Houston	77069-3601	281/580-4303
TX	OPR	Matthew Horsley	5015 Westheimer Rd Ste 1330	Houston	77056-5626	713/840-8810
TX	OPR	Mike Fecht	303 Memorial City Way Spc 385	Houston	77024-2598	713/467-6862
TX	OPR	Mike Ludwig	430 Cypress Creek Pkwy	Houston	77090-3520	281/444-4736
TX	OPR	Morris Masters	21622 State Highway 249	Houston	77070-1646	281/374-6690
TX	OPR	Rafael McLeod	7660 Katy Fwy	Houston	77024-2002	713/686-8542
TX	TMP	Tyler Rusty Pierotti Wylie	8609 Westheimer Rd 19303 Katy Fwy	Houston	77063-77094-	713-281/278-578
TX	OPR	Tyler Pierotti	1174 Willowbrook Mall	Houston	77070-5789	281/890-6613
TX	OPR	Wade Bradford	5005 Richmond Ave	Houston	77056-7401	713/621-0077
TX	OPR	Willie Anthony-Garrett	6895 Highway 6 S	Houston	77083-3301	281/568-0702
TX	OPR	Duane Johnston	9525 N Sam Houston Pkwy E	Humble	77396-2936	281/441-5108
TX	OPR	Matt Michaels	19220 W Lake Houston Pkwy	Humble	77346-2180	281/852-9808
TX	OPR	Matt Michaels	19707 Highway 59 N	Humble	77338-3513	281/446-2331
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Steven Kinney	20131 Highway 59 N Ste 2106	Humble	77338-2334	281/446-4255
TX	TMP	Brittany Ainsworth	460 Grapevine Hwy	Hurst	76054-2743	817/514-4990
TX	OPR	Rich Eager	1475 W Pipeline Rd	Hurst	76053-4628	817/590-8889
TX	OPR	Steve Vinson	460 Grapevine Hwy	Hurst	76054-2743	817/485-3337
TX	OPR	Todd Smith	1101 Melbourne Rd Ste 2307	Hurst	76053-6212	817/595-4965

CHICK-FIL-A RESTAURANT LISTING AS OF

TX	OPR	Cody Northen	5350 N Macarthur Blvd	Irving	75038-3101	972/550-0277
TX	OPR	Scott Mayes	7850 N Macarthur Blvd	Irving	75063-7517	972/432-0101
TX	OPR	Vanessa Bales	2711 N Belt Line Rd	Irving	75062-5288	972/252-6699
TX	OPR	Cynthia Cavin	25601 Nelson Way	Katy	77494-5388	281/391-5544
TX	OPR	Rusty Wylie	23860 Westheimer Pkwy	Katy	77494-3609	281/395-1114
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Rusty Wylie	369 S Mason Rd	Katy	77450-1746	281/579-9460
TX	OPR	Elizabeth Fritz	1002 Keller Pkwy	Keller	76248-3611	817/562-5561
TX	OPR	Seth White	1060 Junction Hwy	Kerrville	78028-4902	830/257-6901
TX	OPR	Jay Early	1400 E Central Texas Expy	Killeen	76541-9117	254/680-5473
TX	OPR	Zack Derelioglu	195 Northpark Dr	Kingwood	77339-1543	281/577-1025
TX	OPR	Zack Derelioglu	4594 Kingwood Dr	Kingwood	77345-2600	281/359-2012
TX	OPR	Anthony Baragas	5289 Kyle Center Dr	Kyle	78640-6162	512/268-6741
TX	OPR	April Disisto	121 Highway 332 W # A	Lake Jackson	77566-4028	979/297-2595
TX	OPR	Mike Tipton	6556 Lake Worth Blvd	Lake Worth	76135-3002	817/237-7779
TX	OPR	Ron Acosta	9101 Spencer Hwy	La Porte	77571-3872	281/476-9599
TX	TMP	Joshua Cunningham	2460 Monarch Dr	Laredo	78045-6574	956/795-1408
TX	OPR	Adriana Luis	5300 North I-35	Laredo	78041	956/722-2328
TX	OPR	Marty Speer	1916 Bob Bullock Loop	Laredo	78043-9733	956/729-8846
TX	OPR	Michael Hancock	2460 Monarch Dr	Laredo	78045-6574	956/795-1408
TX	OPR	Zeke De Leon	5118 Mcpherson Rd	Laredo	78041-7329	956/729-1190
TX	OPR	Brett Braddy	483 E Round Grove Rd	Lewisville	75067-8308	972/315-3685
TX	OPR	Scott Siler	749 W Main St # Fm1171	Lewisville	75067-3513	972/353-3000
TX	OPR	Chuck King	1740 W Loop 281	Longview	75604-2733	903/295-6633
TX	OPR	Chuck King	507 E Loop 281	Longview	75605-5001	903/663-6631
TX	OPR	Jeremy Puckett	3500 Mccann Rd	Longview	75605-4406	903/753-3781
TX	OPR	Brandon Mulkey	6416 82nd St	Lubbock	79424-0804	806/783-9500
TX	OPR	Brandon Mulkey	6820 Slide Rd	Lubbock	79424-1506	806/798-1100
TX	OPR	Matt Flaniken	6002 Slide Rd, #68252	Lubbock	79414-4310	806/797-2223
TX	OPR	Tim Odom	312 University Ave	Lubbock	79415-3429	806/744-1564
TX	OPR	Julie Walker	4605 S Medford Dr	Lufkin	75901-5626	936/634-2237
TX	OPR	Sarah Sheridan	4600 S Medford Dr Ste 1262	Lufkin	75901-5610	936/632-2333
TX	OPR	Kendrick Skipper	6543 Fm 1488 Rd	Magnolia	77354-2420	281/356-1865
TX	OPR	Don Gonzales	3200 E Broad St	Mansfield	76063-5625	817/453-1056
TX	OPR	Don Gonzales	800 N Walnut Creek Dr	Mansfield	76063-1501	817/473-2723
TX	OPR	Ben Michael Stover Hancock	1300 E Jackson Ave	Mcallen	78503-1610	956/664-1994
TX	OPR	Rudy Martinez	7340 N 10th St	Mcallen	78504-9581	956/992-9027
TX	OPR	Don Westback	2011 W University Dr	Mckinney	75071-2903	972/569-8884
TX	OPR	Hank Durbin	8700 State Highway 121	Mckinney	75070-3131	972/396-0100
TX	OPR	Roger Clark	1600 N Town East Blvd	Mesquite	75150-4106	972/686-0067
TX	OPR	Roger Clark	3054 Town East Mall	Mesquite	75150-4120	972/686-0091
TX	OPR	Andy Slatken	4508 W Loop 250 N	Midland	79707-3168	432/697-5880
TX	OPR	Brad Norris	4511 N Midkiff Rd Ste C19	Midland	79705-3238	432/697-1427
TX	OPR	Jason Shaffer	25 Village Circle	Midland	79701-6344	432/687-1282
TX	OPR	Ted Venecia	2501 E Expressway 83	Mission	78572-6697	956/682-0055
TX	OPR	Milton Kubala	6124 Highway 6	Missouri City	77459-3802	281/261-7100
TX	OPR	Matt Webber	117 E Fm 544	Murphy	75094-4001	972/509-2700
TX	OPR	Ramsey Parr	2804 North St	Nacogdoches	75965-2814	936/462-8681
TX	OPR	Hal Leedy	1663 W State Highway 46	New Braunfels	78132-4737	830/626-0434
TX	OPR	Michael Leal	1031 S Walnut Ave	New Braunfels	78130-5973	830/620-1200
TX	OPR	Danny Beltran	5131 Rufe Snow Dr	North Richland Hills	76180-6001	817/281-8336
TX	OPR	T.J. St. Romain	9130 N Tarrant Pkwy	North Richland Hills	76182-8676	817/485-7400
TX	OPR	Rusty Dunn	3805 E 42nd St	Odessa	79762-5947	432/550-7421
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Luke Wilbanks	5104 Fairmont Pkwy	Pasadena	77505-3728	281/998-2300

CHICK-FIL-A RESTAURANT LISTING AS OF

TX	OPR	Bryan Bullington	10105 Broadway St	Pearland	77584-8416	713/436-6700
TX	OPR	Bryan Bullington	1512 Broadway St	Pearland	77581-5802	281/992-9600
TX	OPR	Kirk Thompson	18617 Limestone Commercial Dr	Pflugerville	78660-4505	512/251-4422
TX	TMP	DawnMichael KosirHancock	811 N Central Expy2023 Interstate Highway	PlanoPharr	75075-88157	972956/422283
TX	OPR	Jay Schumacher	8724 Preston Rd	Plano	75024-3311	972/668-4088
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Jimmy Jernigan	212 W Plano Pkwy	Plano	75075-8925	972/578-9477
TX	OPR	John Maroney	6240 Coit Rd	Plano	75023-3812	972/769-8147
TX	OPR	Josh Ding	6408 W Plano Pkwy	Plano	75093-8206	972/781-1787
TX	OPR	Matt Bridges	6121 W Park Blvd Ste Fc103	Plano	75093-6234	972/202-5618
TX	OPR	Scott Eager	1909 Preston Rd	Plano	75093-5102	972/250-0420
TX	OPR	Mike Tschirhart	8701 Memorial Blvd	Port Arthur	77640-1554	409/722-4536
TX	OPR	Carl Nelson	603 S Plano Rd	Richardson	75081-4512	972/480-0090
TX	OPR	Cliff Parker	5644 W Grand Pkwy S	Richmond	77406-5880	281/238-7777
TX	OPR	Sandy Lamb	1300 N Highway 377	Roanoke	76262-9115	817/491-2955
TX	OPR	Tim Moseley	2835 Ridge Rd	Rockwall	75032-5528	972/772-4443
TX	OPR	Quart Graves	24734 Southwest Fwy	Rosenberg	77471-5972	281832/342595
TX	OPR	Kathleen Johnson	110 Louis Henna Blvd	Round Rock	78664-7300	512/218-4884
TX	OPR	Becky Encinia	2617 Lakeview Pkwy	Rowlett	75088-3352	972/412-1804
TX	OPR	David Cannon	4001 Sunset Dr	San Angelo	76904-5657	325/944-8357
TX	OPR	Rob Watkins	3720 S. FM 2288	San Angelo	76904	325/944-9367
TX	OPR	Adriana Ramirez-Bustamante	5803 Babcock Rd	San Antonio	78240-2135	210/694-4553
TX	OPR	Anthony Walker	1350 Austin Hwy	San Antonio	78209-4330	210/824-6400
TX	OPR	Cindy Gonzalez	18203 W Interstate 10	San Antonio	78257-9538	210/698-8200
TX	OPR	CindyChad GonzalezHelwig	5189 De Zavala Rd	San Antonio	78249-2026	210/699-6100
TX	OPR	Cindy Gonzalez	18203 W Interstate 10	San Antonio	78257-9538	210/698-8200
TX	OPR	Dan Akin	27 Ne Loop 410	San Antonio	78216-5896	210/524-9084
TX	OPR	Diana Losoya	15900 La Cantera Pkwy Ste 12000	San Antonio	78256-2449	210/696-0700
TX	OPR	Don Spice	3214 SE Military Dr	San Antonio	78223-3890	210/337-9333
TX	OPR	Don Spice	4110 S New Braunfels Ave	San Antonio	78223-1718	210/531-2919
TX	OPR	Floyd Carpenter	2660 Sw Military Dr	San Antonio	78224-1028	210/921-3190
TX	OPR	Greg De La Cruz	18310 Blanco Rd	San Antonio	78258-4005	210/495-6488
TX	OPR	Greg Patterson	10634 Potranco Rd	San Antonio	78251-3345	210/520-5575
TX	OPR	Greg Patterson	5615 W 1604 N	San Antonio	78253	210/647-3090
TX	OPR	Mark Wasserman	4715 Medical Dr	San Antonio	78229-4449	210/615-5293
TX	OPR	Mike McDonald	1555 North FM 1604 East	San Antonio	78232	210/495-7453
TX	OPR	Mike Mills	7010 Fm 78	San Antonio	78244-1758	210/310-2244
TX	OPR	Mike Perez	7400 San Pedro Ave Ste 10	San Antonio	78216-8329	210/342-1196
TX	TMP	Reece Howard	2310 Sw Military Dr Ste 108	San Antonio	78224-1409	210/927-1680
TX	OPR	Richard Gonzalez	11558 Bandera Rd	San Antonio	78250-6807	210/523-1872
TX	OPR	Rick Pfluke	6301 Nw Loop 410 Ste Vc9	San Antonio	78238-3801	210/684-6521
TX	OPR	Rick Pfluke	6565 Ingram Rd	San Antonio	78238-3945	210/767-9193
TX	OPR	Ryan Roberts	6909 N Loop 1604 E Ste 2072	San Antonio	78247-5308	210/651-6637
TX	OPR	Ryan Taylor	2310 Sw Military Dr Ste 108	San Antonio	78224-1409	210/927-1680
TX	OPR	Shelly Young	8221 Marbach Rd	San Antonio	78227-1652	210/673-2777
TX	OPR	Jon Sprencel	2213 S Interstate 35	San Marcos	78666-5918	512/392-5771
TX	OPR	Tyler Haile	6038 FM 3009	Schertz	78154-3236	210/590-4500
TX	OPR	Janell Edwards	8371 Agora Pkwy	Selma	78154-1316	210/945-2000
TX	OPR	Rob Medders	3500 N Us Highway 75	Sherman	75090-2563	903/870-2000
TX	OPR	T.J. St. Romain	2301 E Southlake Blvd	Southlake	76092-6603	817/481-7152
TX	OPR	Mike Ludwig	5905 FM 2920 Rd	Spring	77388-3016	281/353-4600
TX	OPR	Mike Magdaleno	20608 Interstate 45	Spring	77373-2925	281/353-4336
TX	OPR	Royce Ballard	12161 Southwest Fwy	Stafford	77477-2303	281/564-0062
TX	OPR	Brent Kubala	16535 S.W. Freeway	Sugar Land	77479	281/494-2500
TX	OPR	Brent Kubala	2330 Highway 6	Sugar Land	77478-4110	281/494-3800

CHICK-FIL-A RESTAURANT LISTING AS OF

TX	OPR	Quart Graves	20010 Southwest Fwy	Sugar Land	77479-6310	281/342-7800
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Steve Joy	114 N 31st St	Temple	76504-2422	254/771-2020
TX	OPR	Steve Joy	3306 S 31st St	Temple	76502-2721	254/778-1889
TX	TMP	Daniel Jordan Lefevre Snook	2400 Richmond Rd	Texarkana	75503-2466	903/832-3180
TX	OPR	Michael Dodson	2601 Richmond Rd	Texarkana	75503-2326	903/223-0560
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TX	OPR	Warren Leonhardi	3705 Main St	The Colony	75056-2808	972/370-2760
TX	OPR	Ed Murray	1201 Lake Woodlands Dr Ste 2146	The Woodlands	77380-5003	281/364-0588
TX	OPR	Ed Murray	1660 Lake Woodlands Dr	The Woodlands	77380-3261	281/364-0475
TX	OPR	Ed Murray	720 Sawdust Rd	The Woodlands	77380-2146	281/363-1400
TX	OPR	Kendrick Skipper	8020 Research Forest Dr	The Woodlands	77382-1501	281/367-0954
TX	OPR	Joseph Piotrowski	14314 Fm 2920 Rd	Tomball	77377-5504	281/516-7373
TX	OPR	Ikey Eason	3830 Troup Hwy	Tyler	75703-1726	903/561-2324
TX	OPR	Jeff Johnston	5716 S Broadway Ave	Tyler	75703-4349	903/534-4692
TX	OPR	Joshua Johnson	4601 S Broadway Ave	Tyler	75703-1307	903/561-4273
TX	OPR	David Murphy	6104 N Navarro St	Victoria	77904-1767	361/576-5072
TX	OPR	David Murphy	7800 Hallettsville Highway #155	Victoria	77901	361/576-5070
TX	OPR	David Sykora	901 S 7th St	Waco	76706-1131	254/218-3455
TX	OPR	Jake Royce	4310 Franklin Ave	Waco	76710-6906	254/776-5668
TX	OPR	Jake Royce	6001 W Waco Dr Ste 102	Waco	76710-6301	254/776-6739
TX	OPR	Fulvio Andreani	8016 Denton Hwy	Watauga	76148-2464	817/498-6886
TX	OPR	Philip Browne	996 W Highway 287 Byp	Waxahachie	75165-5166	972/937-1504
TX	OPR	Philip Smith	2525 S Main St	Weatherford	76087-5119	817/594-3001
TX	OPR	Charles Gibson	18323 Gulf Fwy	Webster	77598-3868	281/488-1112
TX	OPR	Toni Marbar	1200 N. Westgate Drive	Weslaco	78596	956/968-8899
TX	OPR	Alan Williams	701 S Capital Of Texas Hwy Ste L400	West Lake Hills	78746-4805	512/329-9171
TX	OPR	Dusty Russell	6650 Westworth Blvd	Westworth Village	76114-4011	817/735-8225
TX	OPR	Mary Beth Leach	3704 Call Field Rd	Wichita Falls	76308-2724	940/691-5000
TX	OPR	Eddie Kober	12310 Old Montgomery Rd	Willis	77318-5649	936/228-7503
UT	OPR	Dusty Pyne	183 N West State Rd	American Fork	84003-1485	801/763-2697
UT	OPR	Kelli Smith	540 N 800 W	Centerville	84014-1707	801/292-0420
UT	OPR	Troy Apolonio	357 E 12300 S	Draper	84020-9504	801/495-2004
UT	TMP	Cody Hopper	1201 N Hill Field Rd Ste Fc-07	Layton	84041-5137	801/546-4812
UT	OPR	Craig Saxton	651 W Antelope Dr	Layton	84041-1628	801/776-8646
UT	TMP	Wes Yahara	1201 North Hill Field Road	Layton	84041	801/546-4812
UT	OPR	Cory Goettsche	1323 N Main St	Logan	84341-2221	435/755-8300
UT	OPR	Gene Parsons	1088 Fort Union Blvd	Midvale	84047-1802	801/562-5900
UT	OPR	Dan Mullins	5175 S State St	Murray	84107-4826	801/262-0681
UT	OPR	Russ Tate Kral Smith	6191 S State St Ste 348	Murray	84107-7266	801/281-0673
UT	OPR	Bart Norman	1120 Washington Blvd	Ogden	84404-4951	801/394-1992
UT	TMP	Jared Ciervo	575 E University Pkwy Ste M208	Orem	84097-7477	801/224-0958
UT	OPR	Jason MacDonald	121 N State St	Orem	84057-5509	801/221-9994
UT	TMP	Johannes Hillerbrand	575 E University Pkwy Ste M208	Orem	84097-7477	801/224-0958
UT	OPR	Terry Crook	484 W. Bulldog Blvd.	Provo	84604	801/374-2697
UT	OPR	Ryan Dennis	4067 Riverdale Rd	Riverdale	84405-1517	801/394-0661
UT	OPR	Deven Macdonald	15 S River Rd Ste 500	Saint George	84790-2167	435/656-4655
UT	TMP	Ben Hardy	28 S State St	Salt Lake City	84111-1551	801/363-2697
UT	OPR	Eric Champeau	1206 E 2100 S	Salt Lake City	84106-2825	801/486-0609
UT	OPR	Nick Reynolds	28 S State St	Salt Lake City	84111-1551	801/363-2697
UT	OPR	Paul Howard	3246 S 5600 W	Salt Lake City	84120-1316	801/968-8267
UT	OPR	Troy Apolonio	10090 S State St	Sandy	84070-4120	801/563-9716
UT	OPR	Becky Pickle	11494 District Dr	South Jordan	84095-5646	801/727-2697
UT	OPR	Scott Rasband	825 E. Highway 6	Spanish Fork	84660	801/798-8129
UT	OPR	Andrew Allman	5580 S Redwood Rd	Taylorsville	84123-5321	801/969-6006

CHICK-FIL-A RESTAURANT LISTING AS OF

UT	OPR	Rob Dinsdale	7676 Campus View Dr	West Jordan	84084-5630	801/280-2103
VA	TMP	Stephen Jim Craig Krout	5801 Duke St Ste G368	Alexandria	22304-3260	703/941-0409
VA	OPR	George Demetriades	2200 Crystal Dr Ste G	Arlington	22202-3730	703/415-7815
VA	OPR	Jeff Burke	4238 Wilson Blvd Ste 102	Arlington	22203-1829	703/358-9735
VA	OPR	Bill Digges	44835 Lakeview Overlook Plz	Ashburn	20147-5907	703/723-6172
VA	OPR	Howe Rice	815 England St	Ashland	23005-2232	804/798-9008
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
VA	OPR	Dave Pollard	3483 Lee Hwy	Bristol	24202-5542	276/466-5811
VA	TMP	Ray Emmerling	500 Gate City Hwy	Bristol	24201-2372	276/644-3452
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
VA	OPR	Peter Kim	4412 Chantilly Pl	Chantilly	20151-3704	703/631-2253
VA	OPR	Bryan Ritter	1626 Richmond Rd	Charlottesville	22911-3507	434/245-5254
VA	OPR	Walter Owen	350 Woodbrook Dr	Charlottesville	22901-1164	434/872-0187
VA	OPR	Will Taylor	1576 Rio Rd E	Charlottesville	22901-1404	434/973-1646
VA	OPR	Derrick Ward	205 Carmichael Way	Chesapeake	23322-2182	757/421-3586
VA	OPR	Juan Ortiz	1401 Greenbrier Pkwy Ste 2010	Chesapeake	23320-2867	757/424-6550
VA	OPR	Mark Cichorz	1516 Sams Cir	Chesapeake	23320-4693	757/547-4503
VA	OPR	Marshall Davis	4200 Portsmouth Blvd #516	Chesapeake	23321-2100	757/488-6814
VA	OPR	Sean Hess	4204 Portsmouth Blvd	Chesapeake	23321-2129	757/465-8138
VA	TMP	Tony Grinbarg	4200 Portsmouth Blvd Ste 516	Chesapeake	23321-2182	757/488-6814
VA	OPR	Jason Branch	2900 W Hundred Rd	Chester	23831-2126	804/706-6238
VA	OPR	Todd Mercer	14101 Hull Street Rd	Chesterfield	23832-2780	804/639-0146
VA	OPR	Eric Kuchan	2200 N Franklin St	Christiansburg	24073-1112	540/394-4488
VA	OPR	Cole Jordan	661 Southpark Blvd	Colonial Heights	23834-3617	804/524-4944
VA	OPR	Donovan Jason	384 Southpark Circle Space Cir Spc B-10	Colonial Heights	23834- 2965	804/520-4785
VA	OPR	Rick Combs	15275 Creativity Dr	Culpeper	22701-2504	540/825-4447
VA	OPR	Colin Brady	325 Piedmont Dr	Danville	24540-4028	434/791-3166
VA	OPR	Colin Brady	3535 Riverside Dr	Danville	24541-4633	434/799-1980
VA	OPR	Nick Fulgencio	21100 Dulles Town Cir Ste 244	Dulles	20166-2441	703/421-5203
VA	OPR	Natalie Yang	3880 Fetter Park Dr	Dumfries	22025-1995	703/221-8428
VA	OPR	Ellie Kim	4516 Fair Knoll Dr	Fairfax	22033-3866	703/222-1096
VA	OPR	Joe Emma	11750 Lee Jackson MMRL Hwy.	Fairfax	22033	703/279-1883
VA	OPR	John Natolly	9509 Fairfax Blvd	Fairfax	22031-4740	703/934-2150
VA	OPR	A.J. Clemans	6108c Arlington Blvd	Falls Church	22044-2901	703/533-0288
VA	OPR	Chuck Steppe	8020 Spotsylvania Mall	Fredericksburg	22407	540/786-6448
VA	OPR	Josh Gaita	4220 Plank Rd	Fredericksburg	22407-4806	540/786-1131
VA	OPR	Paul Jany	9900 Southpoint Pkwy	Fredericksburg	22407-2702	540/834-4199
VA	OPR	Tim Abbott	1094 International Pkwy	Fredericksburg	22406-1155	540/752-0061
VA	OPR	Todd Fleming	1698 Carl D Silver Pkwy	Fredericksburg	22401-4924	540/786-7979
VA	OPR	Jason Ward	5015 Wellington Rd	Gainesville	20155-4052	703/753-8944
VA	OPR	Howe Rice	10176 Brook Rd	Glen Allen	23059-6507	804/627-0497
VA	OPR	John Gordon	6780 Waltons Ln	Gloucester	23061-6121	804/693-4585
VA	OPR	James Perry	110 Market Place Dr	Hampton	23666-3118	757/825-2224
VA	OPR	Red Witten, Jr	2140 Coliseum Dr	Hampton	23666-5960	757/826-1277
VA	OPR	Ashley Bellamy	1691 E Market St	Harrisonburg	22801-5117	540/574-2232
VA	TMP	Jason Rob Riddle Preservati	11800 W Broad St Ste 2092 1008	Henrico	23233- 7927 7	804/364- 9670 0
VA	OPR	Rob Preservati	3380 Pump Rd	Henrico	23233-1130	804/364-0200
VA	OPR	Danielle O'Dell	1002 Edwards Ferry Rd Ne	Leesburg	20176-3346	703/777-1200
VA	OPR	Dwayne Marshall	2901 Candler Mountain Rd	Lynchburg	24502-2211	434/237-2354
VA	OPR	Lee Hall	3405 Candler Mountain Rd Ste Fc6	Lynchburg	24502-2218	434/237-5231
VA	OPR	Lee Hall	4003 Wards Rd	Lynchburg	24502-2943	434/239-2557
VA	OPR	George Snyder	9506 Liberia Ave	Manassas	20110-1719	703/331-1888
VA	OPR	Jeremy Smith	10677 Sudley Manor Dr	Manassas	20109-2844	703/330-7723
VA	OPR	Mike Lovitt	9939 Sowder Village Sq	Manassas	20109-5469	703/365-9292
VA	OPR	Danny Wulff	400 Liberty St	Martinsville	24112-1829	276/632-2448

CHICK-FIL-A RESTAURANT LISTING AS OF

VA	OPR	Mark Baldwin	7285 Battle Hill Dr	Mechanicsville	23111-3546	804/730-2638
VA	OPR	Erik DeVriendt	132 Schofield Dr	Midlothian	23113-7336	804/378-4232
VA	OPR	Katie Ryan	12301 Chattanooga Plz	Midlothian	23112-4867	804/744-9092
VA	OPR	Kevin Harrison	12128 Jefferson Ave	Newport News	23602-6908	757/882-8844
VA	OPR	Rich Ubele	12300 Jefferson Ave Spc 740-F1	Newport News	23602-6900	757/249-3427
VA	OPR	Sean McClure	12423 Warwick Blvd	Newport News	23606-3006	757/595-0316
VA	OPR	Gary Itnyre	1205 N Military Hwy	Norfolk	23502-2228	757/461-9467
VA	OPR	Mike Easmeil	1600 Monticello Ave	Norfolk	23510-2620	757/446-8006
VA	OPR	Adam Roeger	11500 Midlothian Tpke Ste 478	North Chesterfield	23235-4791	804/794-4355
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
VA	OPR	Adam Roeger	11500 Midlothian Tpke Ste 478	North Chesterfield	23235-4791	804/794-4355
VA	OPR	Jason Umberger	1590 Koger Center Blvd	North Chesterfield	23235-4721	804/594-3930
VA	OPR	Ron Peterson	901 Frederick Blvd	Portsmouth	23707-4107	757/673-4414
VA	OPR	Scott Payne	165 Purcellville Gateway Dr	Purcellville	20132-3490	540/338-0833
VA	OPR	David Kim	12160 Sunset Hills Rd	Reston	20190-5840	571/203-1234
VA	OPR	Bryan Fletcher	1529 N Parham Rd	Richmond	23229-4604	804/282-4285
VA	OPR	Greg Williams	4443 S Laburnum Ave	Richmond	23231-2419	804/236-4601
VA	OPR	Jason Umberger	1590 W Koger Center Dr	Richmond	23235-4721	804/594-3930
VA	OPR	John Worden	9100 W Broad St	Richmond	23294-5805	804/273-0435
VA	OPR	Jonathan Lighty	1601 Willow Lawn Dr	Richmond	23230-3427	804/282-9674
VA	OPR	Mike Sheley	1404 N Parham Rd Spc Fc101	Richmond	23229-5549	804/741-2370
VA	OPR	Tricia Fox	7125 Forest Hill Ave	Richmond	23225-1501	804/272-5050
VA	OPR	Bob Childress	4110 Southern Hills Dr Sw	Roanoke	24014-5221	540/989-2084
VA	OPR	Bob Childress	4805 Valley View Blvd NW	Roanoke	24012-2018	540/362-1160
VA	OPR	Bob Duffessy	3814 Challenger Ave	Roanoke	24012-6730	540/685-4255
VA	OPR	Bob Ethan	4802 Valley View Blvd Nw	Roanoke	24012-2001	540/362-9064
VA	TMP	Heather Matuszek	4374 Electric Rd	Roanoke	24018-0720	540/774-8308
VA	OPR	Shaine Miles	1353 W Main St	Salem	24153-4707	540/387-2095
VA	OPR	Joe Engert	6681a Backlick Rd	Springfield	22150-2702	703/644-0155
VA	OPR	Les Brown	25 Dunn Dr	Stafford	22556-1558	540/657-7930
VA	OPR	Bill Digges	45440 Dulles Crossing Plz	Sterling	20166-8920	703/444-0300
VA	OPR	Kyle Vinci	46920 Community Plz	Sterling	20164-1800	703/444-1901
VA	OPR	Dan Curran	6212 College Dr	Suffolk	23435-2611	757/686-4633
VA	OPR	Nicki Digby-Dalton	1018 N Main St	Suffolk	23434-4317	757/538-0941
VA	OPR	Andrea Hevia	8461 Leesburg Pike Ste B	Vienna	22182-2404	703/847-1514
VA	OPR	Bill Davis	5409 Indian River Rd	Virginia Beach	23464-5322	757/578-4800
VA	OPR	Brian Burnette	2013 Lynnhaven Pkwy	Virginia Beach	23456-1410	757/471-4495
VA	OPR	Brian Burnette	877 Lynnhaven Pkwy	Virginia Beach	23452-7203	757/468-1003
VA	OPR	Gerrard Jones	1524 General Booth Blvd	Virginia Beach	23454-5103	757/426-6639
VA	OPR	Jason Barnes	1097 Independence Blvd	Virginia Beach	23455-5523	757/318-7641
VA	OPR	Mark Mitchell	4393 Virginia Beach Blvd	Virginia Beach	23462-3104	757/499-0236
VA	OPR	Melody Clark	701 Lynnhaven Pkwy	Virginia Beach	23452-7299	757/340-1171
VA	OPR	Natalie Cheney	749 First Colonial Rd	Virginia Beach	23451-6123	757/437-8928
VA	OPR	Paul Brock	256 W Lee Hwy	Warrenton	20186-2501	540/347-9791
VA	OPR	Jay Hawkins	710 Shenandoah Village Dr	Waynesboro	22980-9314	540/932-9209
VA	OPR	Scott Peto	4610 Monticello Ave	Williamsburg	23188-8200	757/564-6801
VA	OPR	Wrenn Holland	6732 Mooretown Rd	Williamsburg	23188-2164	757/253-6464
VA	OPR	Caleb Seamone	1850 Apple Blossom Dr	Winchester	22601-5187	540/665-0783
VA	OPR	Chuck Guffee	112 Market St	Winchester	22603-4770	540/535-2120
VA	OPR	Chuck Guffee	2230 S Pleasant Valley Rd	Winchester	22601-7004	540/678-4096
VA	OPR	Jason Bearinger	1850 Apple Blossom Dr	Winchester	22601-5187	540/665-0783
VA	OPR	Luis Hevia	2425 Prince William Pkwy	Woodbridge	22192-4147	703/490-3165
VA	OPR	Luis Hevia	4101 Old Bridge Road	Woodbridge	22192	703/580-5205
VA	OPR	Kevin Harrison	5003a Victory Blvd	Yorktown	23693-5601	757/988-8847
VA	OPR	Valerie Escoffery-Artis	785 116th Ave NE	Bellevue	98004-5280	425/454-1758

CHICK-FIL-A RESTAURANT LISTING AS OF

WA	OPR	Paul Rosser	3026 196th St SW	Lynnwood	98036-6926	425/673-7132
WA	OPR	Lynnae Schneller	3902 S Steele St	Tacoma	98409-7325	253/474-2273
WI	OPR	Jim Frasier	12625 W Capitol Dr	Brookfield	53005-5404	262/373-0609
WI	OPR	Joe Chris Bauknecht Guthrie	5351 S 76th St	Greendale	53129-1128	414/423-0853
WI	OPR	Jamie Fuller	430 S Gammon Rd	Madison	53719-1002	608/833-4344
WI	TMP	Michael John Morgan Pence	5802 Durand Ave	Racine	53406-5055	262/554-5009
WV	OPR	Larry Pittman	148 Melody Farms Rd	Barboursville	25504-1837	304/733-4850
WV	OPR	Larry Pittman	Po Box 4056	Barboursville	25504-4056	304/736-3973
WV	OPR	Richard Jarrell	1300 N Eisenhower Dr	Beckley	25801-3122	304/250-0158
WV	OPR	Mike Nick Wade Cunningham	261 Mercer Mall Rd Ste 515	Bluefield	24701-9098	304/327-6008
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
WV	OPR	Paul Rankin	2399 Meadowbrook Mall Spe Ste 620	Bridgeport	26330- 9619 9	304/842-4835
WV	OPR	Alan Smith	3000 Charleston Town Ctr # 3011	Charleston	25389-0008	304/344-0868
WV	OPR	Tom Minturn	2509 Mountaineer Blvd	Charleston	25309-9439	304/205-5829
WV	OPR	Brandie Wehner	310 Emily Dr	Clarksburg	26301-5513	304/622-9797
WV	OPR	Kendra DeOms	1005 Foxcroft Ave	Martinsburg	25401-1837	304/267-9572
WV	OPR	Lisa Holt	334 Patterson Patteson Dr	Morgantown	26505-3232	304/599-1840
WV	OPR	Scott Berry	9500 Mall Rd Ste 415	Morgantown	26501-8524	304/983-6780
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
WV	OPR	Richard Jarrell	31 Crossroads Mall	Mount Hope	25880-9507	304/255-2338
WV	OPR	Bryan Nolan Ritter Hatley	156 Joshua M Freeman Blvd	Ranson	25438-5691	304/728-1175
WV	OPR	George Angelos	100 Grand Central Mall Ave.	Vienna	26105	304/422-2790
WV	OPR	George Angelos	210 Grand Central Ave	Vienna	26105-4101	304/422-3646
WV	OPR	George Angelos	Po Box 6091	Vienna	26105-6091	304/422-2790
WY	OPR	Raymond Erica	1400 Dell Range Blvd Spc 89	Cheyenne	82009-4851	307/632-7801
WY	OPR	Raymond Mefford	4435 Windmill Rd	Cheyenne	82009-5200	307/638-4444
		Count:	1,595 1677			

EXHIBIT “F”

LIST OF FORMER LICENSEES

EXHIBIT "F"

Licensees whose License Agreements (or a particular Licensed Site under such License Agreement) were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A License Agreement during fiscal year ~~2014~~2015 and through March 31, ~~2015~~2016 or who have not communicated with us within ten weeks of our application date:

State	City	Licensee	Current Business Phone	Licensed Location
CA <u>C</u> <u>O</u>	Fresno <u>Denver</u> <u>r</u>	Self-Op <u>Breckenridge</u> <u>Captive Retail</u>	559303-278843-3 <u>9040180</u>	California State University-Fresno <u>Republic Plaza</u>
<u>IN</u>	<u>Bloomington</u>	<u>Sodexo</u>	<u>812-855-0513</u>	<u>Indiana University</u>
LA <u>K</u> <u>Y</u>	Hammond <u>Fra</u> <u>nkfort</u>	Aramark	504859-549224-2 <u>2862690</u>	Southeastern Louisiana <u>Kentucky</u> <u>State University</u>
TN	Knoxville <u>Me</u> <u>mphs</u>	Aramark	954901-683678-8 <u>3842112</u>	First Tennessee Plaza <u>University of Memphis</u>
VA <u>T</u> <u>N</u>	Williamsburg <u>Nashville</u>	Sodexo <u>Aramark</u>	757615-221355-2 <u>6842231</u>	College of William-AT <u>T</u> Mary <u>Nashville</u>
<u>TX</u>	<u>College</u> <u>Station</u>	<u>Chartwells</u>	<u>979-574-4914</u>	<u>Texas A&M - Commons</u>

EXHIBIT “G”

STATE ADDENDA AND AGREEMENT AMENDMENTS

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF CALIFORNIA**

The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* To the extent that the Franchise Disclosure Document for use in the State of California contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The following is added as the last paragraph to the cover page of the Disclosure Document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

2. In Item 3, "Litigation" shall be amended by the addition of the following paragraphs:

Pursuant to California law, Item 3 does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, *et seq.*) suspending or expelling such person from membership in such association or exchange.

3. **THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.**

4. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

The following notice is required to be inserted in this Franchise Disclosure Document by the State of California whenever an applicable provision is included in a franchise agreement. Chick-fil-A reserves the right to attempt to enforce all of the provisions listed below in which Chick-fil-A indicates that the "provision may not be enforceable under California law."

The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning non-renewal and termination of the License Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the License Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the License Agreement upon certain bankruptcy-related events. To the extent the License Agreement contains a provision that is inconsistent with the law, the law will control.

If the License Agreement contains a covenant not to compete which extends beyond the expiration or termination of the License Agreement, this provision may not be enforceable under California law.

If the License Agreement requires payment of liquidated damages that are inconsistent with California Civil Code Section 1671, the liquidated damages provision may not be enforceable under California law.

If the License Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, this provision may not be enforceable under California law.

If the License Agreement requires that it be governed by a state's law, other than the State of California, this provision may not be enforceable under California law.

5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional and any other requirements of the California law applicable to the provision are met independent of and without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional or any other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of _____, do hereby agree as follows:

1. Section 8.2 of the License Agreement, under the heading entitled "Termination by CFA," shall be supplemented by the addition of the following language:

The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

2. Section 2.5 of the License Agreement, under the heading entitled "License Term," and Section 8.2 of the License Agreement, under the heading entitled "Termination by CFA," shall be supplemented by the addition of the following language:

California Business and Professions Code Sections 20000 through 20043 provide rights to the Licensee concerning non-renewal and termination of the License Agreement. The Federal Bankruptcy Code also provides rights to the Licensee concerning termination of the License Agreement. The Federal Bankruptcy Code also provides rights to the Licensee concerning termination of the License Agreement upon certain bankruptcy-related events. To the extent the License Agreement contains a provision that is inconsistent with the law, the law will control.

3. Section 7.3 of the License Agreement, under the heading entitled "Restrictive Covenant" or "Limitation in Use of Space," shall be supplemented by the addition of the following language:

The License Agreement contains a covenant not to compete which extends beyond the expiration or termination of the License Agreement. This provision may not be enforceable under California law.

4. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be supplemented by the addition of the following language:

The License Agreement requires litigation to be conducted in a forum other than the State of California. This provision may not be enforceable under California law.

5. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the addition of the following language:

The License Agreement requires that it be governed by a state's law, other than the State of California. This provision may not be enforceable under California law.

6. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the License Agreement listed above in which the parties have indicated that the "provision may not be enforceable under California law."

7. The parties acknowledge and agree that each provision of this Amendment to the License Agreement shall be effective only to the extent that the jurisdictional (and any other then-current

requirements) of the California Law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Hawaii shall be amended as follows:

1. The Risk Factors on the State Cover Page of the Disclosure Document are supplemented by adding the following:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. Item 17 is supplemented by adding the following at the end:

No release language in the License Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

3. Item 20 is supplemented by adding the following at the end:

The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws:

- A. This proposed registration is on file or will shortly be on file and effective in the following states: Michigan, Minnesota, South Dakota, Washington and Wisconsin.
- B. The registration is exempt from the registration requirements of the following states: California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, and Virginia.
- C. States which have refused, by order or otherwise, to register these franchises: None
- D. States which have revoked or suspended the right to offer the franchises: None.
- E. States in which the proposed registration of these franchises has been withdrawn:
None
4. Each provision of this Hawaii Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Franchise Investment Law of Hawaii is met independently without reference to this Hawaii Addendum.

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the Franchise Disclosure Document For Prospective Licensees for Chick-fil-A, Inc. for use in the state of Illinois shall be amended to include the following:

1. Item 17 shall be supplemented by the following language:

The conditions under which your License Agreement can be terminated and your rights upon expiration of the License Agreement may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Licensee's rights upon the expiration of the License Agreement regarding repurchase may be affected by Illinois law, 815 ILCS 705/20. If required to do so by Illinois law, 815 ILCS 705/20, Chick-fil-A will compensate the Licensee upon expiration of the License Agreement either by repurchase or by other means for the diminution in value of the licensed business caused by the expiration of the License Agreement.

2. The Item 17 provision entitled "Choice of forum" shall be amended so that it reflects that litigation must occur in courts located in the state of Illinois.

3. The Item 17 provision entitled "Choice of law" shall be supplemented by the following language:

This provision may not be enforceable under Illinois law. Illinois law will apply to all claims arising under the Illinois Franchise Disclosure Act of 1987.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of _____, do hereby agree as follows:

1. Sections 2.5 and 8.2 of the License Agreement, under the headings entitled "License Term" and "Termination by CFA," shall be supplemented by the following language:

If any of the provisions of this Section concerning termination or non-renewal are inconsistent with Sections 19 or 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

This Agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the foregoing, this Section 10.5 shall be void with respect to any cause of action arising under the Illinois Franchise Disclosure Act of 1987.

3. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

10.6 Litigation. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in litigation, the state and federal courts located in the state of Illinois shall have jurisdiction to hear and decide such matters, and each Party hereby submits to the jurisdiction of such courts. The Parties further acknowledge and agree that such courts are convenient forums for the litigation of any controversy or claim which may arise out of or relating to this Agreement and that those courts shall have exclusive jurisdiction for such litigation arising under the Illinois Franchise Disclosure Act of 1987. If either Party files suit to collect sums due under this Agreement, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection, including without limitation attorneys' fees and advisors' fees, court costs and other expenses of litigation, if the suing Party prevails in such suit.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following language:

Neither Chick-fil-A, nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency.

2. Item 12, "Territory," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with you within a reasonable area of the Licensed Unit.

3. Item 17 for the License Agreement, items b and c, under the subheadings entitled "Renewal or extension of term" and "Requirements for franchisee to renew or extend," shall be supplemented by the addition of the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Act, the provision may not be enforceable under the Indiana Deceptive Franchise Practices Act.

4. Item 17 for the License Agreement, item v, under the subheading entitled "Choice of forum" shall be amended by the addition of the following language:

The License Agreement's requirement that litigation be conducted in a forum other than the State of Indiana may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

5. Item 17 for the License Agreement, item w, under the subheading entitled “Choice of law” shall be amended by the addition of the following language:

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT REQUIRED BY
THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of _____, do hereby agree as follows:

1. Section 2.3 of the License Agreement, under the heading entitled "License not Exclusive," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Licensee within a reasonable area of the Licensed Unit.

2. Section 2.5 of the License Agreement, under the subheading entitled "License Term," shall be supplemented by the addition of following language:

The Indiana Deceptive Franchise Practices Act may provide rights to Licensee concerning the non-renewable nature of the License Agreement. To the extent that this section of the License Agreement is inconsistent with the Act, the Indiana Deceptive Franchise Practices Act will control.

3. Section 10.2 of the License Agreement, under the heading "Equitable Remedies", is supplemented by adding the following sentence at the end:

Any reservation of rights by CFA to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). Licensee cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights by the Licensee with regard to this License Agreement is prohibited to the extent required under IC 23-2-2.7-1(5).

4. Section 10.3 of the License Agreement, under the heading "Indemnification", is supplemented by adding the following sentence at the end:

In no event will this indemnification apply to liability caused by Licensee's proper reliance on or use of procedures or materials provided by CFA or because of CFA's negligence.

5. Section 10.5 of the License Agreement, under the subheading entitled "Choice of law," shall be supplemented by the addition of the following language:

If the License Agreement requires that it be governed by a state's laws other than the State of Indiana, to the extent that such laws conflict with the Indiana Deceptive Franchises Practices Act and the Indiana Franchises Act, the Acts will control.

6. Section 10.6 of the License Agreement, under the subheading entitled “Litigation,” shall be supplemented by the addition of the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practice Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Amendment.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the Franchise Disclosure Document For Prospective Licensees for Chick-fil-A, Inc. for use in the state of Maryland shall be amended to include the following:

1. The sentences in Item 17v. shall be supplemented by the addition of the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

2. The sentences in Item 17w. shall be supplemented by the addition of the following language:

If the License Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Licensee may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of _____ (the "License Agreement"), do hereby agree as follows:

1. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the following language:

If the License Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Licensee may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be supplemented by the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Licensee may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

3. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be supplemented by the following language:

Nothing in the License Agreement or in any related agreement is intended to disclaim or require Licensee to waive reliance on any representation made in the FDD received by the Licensee.

4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties’ trademarks. The License Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties’ trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the License Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the License Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your License Agreement, you must immediately cease all use of the trademarks.

2. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provisions entitled “Renewal or extension of the term,” “Termination by franchisor with cause,” and “Transfer by franchisee – definition:”

The Minnesota Franchise Act provides licensees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of nonrenewal of the License Agreement, and that consent to the transfer of the license not be unreasonably denied. If the License Agreement and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the License Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

3. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provision entitled “Choice of law:”

If the License Agreement and/or Franchise Disclosure Document require(s) that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Item 17 shall be amended by the addition of the following language at the conclusion of the provision entitled “Choice of forum:”

If the License Agreement and/or Franchise Disclosure Document requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Item 17 shall be amended by the addition of the following language at the end of the item:
Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn Rules. §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of _____ (the “License Agreement”), do hereby agree as follows:

1. Sections 2, 8 and 9 of the License Agreement, under the headings entitled “License Term,” “Termination by CFA,” and “Limitations on Transfer by Licensee” shall be supplemented by the addition of the following:

The Minnesota Franchise Act provides licensees with certain termination, renewal and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of intent not to renew the License Agreement, and that consent to the transfer of the license not be unreasonably withheld. If the License Agreement contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the License Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

2. Section 7.4(c) of the License Agreement, under the heading entitled “Use of Proprietary Marks,” shall be deleted in its entirety, and the following language shall be added in lieu thereof:

(c) Licensee agrees to promptly and fully advise CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA and CFA Properties retain the exclusive right and authority to protect or defend the Proprietary Marks. CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA. CFA agrees to defend Licensee against any third-party claim, suit, or demand arising out of Licensee’s use of the Proprietary Marks. If CFA, in its sole business judgment, determines that Licensee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by CFA. If CFA, in its sole business judgment, determines that Licensee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Licensee.

3. Section 10.5 of the License Agreement, under the heading entitled “Choice of Law,” shall be supplemented by the addition of the following language:

If the License Agreement requires that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be shall be supplemented by the addition of the following language:

If the License Agreement requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of New York shall be amended as follows:

SPECIAL RISK FACTOR:

- 1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.**

1. The Risk factors on the State Cover Page are supplemented by adding the following risk factor:

4. 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," shall be amended by deleting the Item in its entirety, and substituting the following in lieu thereof:

Neither Chick-fil-A, any predecessor, nor any person identified in Item 2 above, or an affiliate offering franchises under our principal trademark has an administrative, criminal or material civil or arbitration action (or a significant number of civil or arbitration actions irrespective of materiality) pending against him alleging a felony, violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

Neither Chick-fil-A, any predecessor, nor any person identified in Item 2 above, or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the date of this Disclosure Document, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

Neither Chick-fil-A, any predecessor, nor any person identified in Item 2 above, or an affiliate offering franchises under our principal trademark is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," shall be amended by deleting the Item in its entirety, and substituting the following in lieu thereof:

During the ten-year period immediately preceding the date of this Disclosure Document, neither Chick-fil-A, nor any affiliate, predecessor, current officer or general partner has: (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 for its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 7, "Initial Investment," shall be amended by the addition of the following language at the end of the Item:

THERE ARE NO OTHER DIRECT OR INDIRECT PAYMENTS TO
CHICK-FIL-A IN CONJUNCTION WITH THE PURCHASE OF THE LICENSE
RIGHTS.

5. Item 9, "Licensee's Obligations," shall be amended by the addition of the following language at the end of the Item:

Chick-fil-A imposes no further restrictions or conditions on the purchasing, leasing, or renting of goods or services by you.

6. Item 14, "Patents, Copyrights and Proprietary Information," shall be amended by the addition of the following language at the end of the Item:

Chick-fil-A will not make any revisions or changes to the manual which would impose an unreasonable increase in your obligations under the License Agreement.

7. Item 17 for the License Agreement, under the heading entitled "Renewal, Termination, Transfer and Dispute Resolution," shall be supplemented by the addition of the following language at the end of item d in the summary under the provision entitled "Termination by franchisee:"

You may terminate the License Agreement upon any grounds available by law.

CHICK-FIL-A, INC.

**NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE LICENSEES**

8. Item 17 for the License Agreement, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following language at the end of item j in the summary under the provision entitled “Assignment of contract by franchisor:”

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A’s obligations under the License Agreement.

9. Item 17 for the License Agreement, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following paragraph in item q, in the summary under the provision entitled “Non-competition covenants during the term of the franchise:”

You acknowledge that any violation of the terms of the covenants not to compete would result in irreparable injury to Chick-fil-A for which no adequate remedy of law may be available, and you accordingly agree that Chick-fil-A may seek an injunction prohibiting any conduct by you in violation of the terms of the covenant not to compete.

10. Item 17 for the License Agreement, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following language at the end of item w in the summary under the provision entitled “Choice of law:”

The above choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33.

11. Item 17 is supplemented by adding the following at the end:

New York General Business Law Section 687.5 prohibits Chick-fil-A from requiring you to agree to a release, assignment, novation, waiver or estoppel that would relieve Chick-fil-A or any person from any duty or liability imposed by the law. All rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under the law remain in force. It is the intent of this provision that any provision in the License Agreement that requires you to waive or release any claims or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action will not apply and will be void to the extent they would violate the non-waiver provision of Sections 687.4 and 687.5 of the New York General Business Law.

STATEMENT REQUIRED BY THE STATE OF NEW YORK

Chick-fil-A represents that this Disclosure Document does not knowingly omit any material fact or contain any untrue statement of material fact.

12. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Chick-fil-A, Inc. License Agreement (the "Agreement") agree as follows:

1. Section 6.5 of the Agreement, under the heading "Operations Manual," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Agreement:

Revisions to the manuals shall not unreasonably affect Licensee's obligations, including economic requirements, under this Agreement.

2. Section 9.1 of the Agreement, under the heading "Assignment by CFA," shall be supplemented by the following language, which shall be considered an integral part of the Agreement:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under this Agreement.

3. Section 10.3 of the Agreement, under the heading "Indemnification," shall be supplemented as follows:

Notwithstanding the above, you shall indemnify Chick-fil-A and hold Chick-fil-A harmless from liabilities resulting from your breaches and civil wrongs only.

4. Section 10.5 of the Agreement, under the heading "Choice of Law," shall be supplemented as follows:

This Agreement shall be interpreted and construed under the laws relating to the construction and interpretation of contracts of the State of Georgia, without regard to any conflict of law statute or doctrine applicable in the State of Georgia, except that the foregoing choice of law should not be considered a waiver of any right conferred upon Licensee by General Business Law of New York State, Sections 680-695.

5. Section 11.11 of the Agreement, under the heading "Miscellaneous," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Agreement:

To the extent that the License Agreement requires the Licensee to sign a release or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action that would violate New York law, including New York General Business Law, Article 33, Sections 680 – 695, or a rule or order under the law, the release or acknowledgment of fact will be void with respect to claims arising under New York law. All rights the Licensee enjoys and any causes of action arising in the

Licensee’s favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under the law remain in force, it being the intent that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

6. Each provision of this Amendment to the License Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of North Dakota shall be amended to include the following:

1. Item 17.r provision entitled “Non-competition covenants after the franchise is terminated or expires” shall be supplemented with the following language:

The North Dakota Franchise Investment Law has a statute which limits Chick-fil-A’s ability to restrict your activity after the License Agreement has ended. N.D. Cent. Code § 9-08-06.

2. The Item 17.v provision entitled “Choice of forum” shall be amended so that it reflects that there is no such provision contained in the License Agreement for use in North Dakota.

3. The Item 17.w provision entitled “Choice of law” shall be supplemented with the following language:

This provision may not be enforceable under North Dakota law. North Dakota law will apply to all claims arising under the North Dakota Franchise Investment Law.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of _____ (the "License Agreement"), do hereby agree as follows:

1. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

This agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this Section shall be void with respect to any cause of action arising under the North Dakota Franchise Investment Law.

2. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

10.6 Litigation. If either Party files suit to collect sums due under this Agreement, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection, including without limitation attorneys' fees and advisors' fees, court costs and other expenses of litigation, if the suing Party prevails in such suit.

3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document For Prospective Licensees for Chick-fil-A, Inc. for use in the state of Rhode Island shall be amended to include the following:

1. The sentences in Items 17v. shall be supplemented by the addition of the following language:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. The sentence in Items 17w. shall be supplemented by the addition of the following language:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

3. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the parties to the attached Chick-fil-A, Inc. License Agreement (the “License Agreement”), dated as of _____, do hereby agree as follows:

1. Section 10.5 of the License Agreement, under the heading entitled “Choice of Law,” shall be supplemented by the following language:

If the License Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with the Rhode Island Franchise Investment Act, it is void under Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

2. Section 10.6 of the License Agreement, under the heading entitled “Litigation,” shall be supplemented by the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under the Rhode Island Franchise Investment Act, Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rhode Island Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of South Dakota shall be amended as follows:

1. The “Summary” section in Item 17(q), entitled “Non-competition covenants during term of the franchise” and Item 17(r) entitled “Non-competition covenants after the franchise is terminated or expires”, are amended by the addition of the following language:

Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

2. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the License Agreement listed above that may not be enforceable under South Dakota law.

3. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT REQUIRED BY
THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of _____, do hereby agree as follows:

1. Section 7.3 of the License Agreement, under the heading entitled "Restrictive Covenant" or "Limitation in Use of Space," shall be supplemented by the addition of the following language:

The License Agreement contains a covenant not to compete that extends beyond the expiration or termination of the License Agreement. This provision may not be enforceable under South Dakota law.

2. Chick-fil-A reserves the right to attempt to enforce Section 7.3 of the License Agreement listed above even though it may not be enforceable under South Dakota law.

3. Each provision of this Amendment shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Amendment.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this South Dakota Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Virginia shall be amended to include the following:

1. Item 17 of the Franchise Disclosure Document is supplemented by adding the following at the end:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Washington shall be amended to include the following:

1. Item 17 shall be supplemented with the following language:

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

2. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached Chick-fil-A, Inc. License Agreement dated as of _____ (the "License Agreement") do hereby agree as follows:

1. Sections 2.5 and 8.2 of the License Agreement, under the headings entitled "License Term" and "Termination by CFA", shall be amended by adding the following language at the end of the Section:

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

2. Sections 10.5 and 10.6 of the License Agreement, under the headings entitled "Choice of Law" and "Litigation", shall be amended by adding the following language at the end of each Section:

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

3. Section 9.2 of the License Agreement, under the heading entitled "Limitations on Transfer by Licensee," shall be amended by adding the following language at the end of the Section:

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Wisconsin shall be amended as follows:

1. Item 17 for the License Agreement, item b, under the subheading entitled “Renewal or extension of term” shall be replaced in its entirety by the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the provision may not be enforceable under the Wisconsin Fair Dealership Law.

2. Item 17 for the License Agreement, item c, under the subheading entitled “Requirements for franchisee to renew or extend,” shall be replaced in its entirety by the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the provision may not be enforceable under the Wisconsin Fair Dealership Law.

3. Item 17 for the License Agreement, item i, under the subheading entitled “Franchisee obligations on termination/nonrenewal,” shall be supplemented with the addition of the following language at the conclusion of the item:

Upon termination of the License Agreement by Chick-fil-A, at your option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A’s trademark sold by Chick-fil-A to you for resale under the License Agreement.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
LICENSE AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the parties to the Chick-fil-A, Inc. License Agreement dated as of _____ (the "License Agreement") do hereby agree as follows:

1. Section 2.5 of the License Agreement, under the subheading entitled "License Term," shall be supplemented by the addition of following language:

The Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, may provide rights to Licensee concerning the non-renewable nature of the License Agreement. To the extent that this section of the License Agreement is inconsistent with the Wisconsin Fair Dealership Law, the Wisconsin Fair Dealership Law will control.

2. Section 8 of the License Agreement shall be supplemented by the addition of the following language at the conclusion of the Section:

8. Chick-fil-A's Obligations Upon Chick-fil-A's Termination

Upon termination of the License Agreement by Chick-fil-A, at the Licensee's option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademarks sold by Chick-fil-A to the Licensee for resale under the License Agreement.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Wisconsin Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “H”

RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the License Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York and Rhode Island require that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the License Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Chick-fil-A does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, ~~2015~~2016

The name, principal business address and telephone number of each franchise seller for this offering: Chick-fil-A, Inc., and _____;
5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Licensees dated March 31, ~~2015~~2016, that included the following Exhibits:

- EXHIBIT "A" List of State Agencies/Agents for Service of Process
- EXHIBIT "B-1" License Agreement (Self-Operators)
- EXHIBIT "B-2" License Agreement (Food Service Providers)
- EXHIBIT "C" Consolidated Financial Statements of Chick-fil-A, Inc.
- EXHIBIT "D" Table of Contents of Chick-fil-A Manuals
- EXHIBIT "E" List of Licensed Units, Operator Restaurants and Chick-fil-A Operated Restaurants
- EXHIBIT "F" List of Former Licensees
- EXHIBIT "G" State Addenda and Agreement Amendments
- EXHIBIT "H" Receipts

Date

Licensee

Print Name

**Please sign and date this page and retain this page in your possession
as part of your records.**

RECEIPT

This Disclosure Document summarizes certain provisions of the License Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

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If Chick-fil-A does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

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- EXHIBIT "F" List of Former Licensees
- EXHIBIT "G" State Addenda and Agreement Amendments
- EXHIBIT "H" Receipts

Date

Licensee

Print Name

**Please remove this page, sign and date this page, and return this page within 48 hours
after you receive this Disclosure Document to Real Estate-Licensing, Chick-fil-A, Inc.,
5200 Buffington Road, Atlanta, Georgia 30349-2998.**