

# FRANCHISE DISCLOSURE DOCUMENT

**Chick-fil-A, Inc.**  
A Georgia Corporation  
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www.chick-fil-a.com



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

The total investment necessary to begin operation of a franchised Chick-fil-A Restaurant business is from ~~\$130,975~~258,625 to ~~\$1,044,250~~1,609,300. This includes \$10,000 that must be paid to Chick-fil-A, Inc., as the franchisor, or any affiliate.

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

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

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

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

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 FRANCHISE 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 FRANCHISE 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, <del>2015</del> <a href="#">2016</a>
Hawaii	Pending
Illinois	March 31, <del>2015</del> <a href="#">2016</a>
Indiana	March 31, <del>2015</del> <a href="#">2016</a>
Maryland	Pending
Michigan	March 31, <del>2015</del> <a href="#">2016</a>
Minnesota	Pending
New York	March 31, <del>2015</del> <a href="#">2016</a>
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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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT “~~H~~.”

## **Item 1**

### **THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

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

**Chick-fil-A, Inc.:** 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 (which include individuals and business entities) are sometimes referred to in this Disclosure Document as “Operators”. Chick-fil-A also operates various Chick-fil-A and other restaurants itself from time to time and may do so in the future 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 also licenses and continues to offer licenses to prospective Chick-fil-A licensees (“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 (“Chick-fil-A Licensed Units”). Chick-fil-A offers its licenses under a separate Disclosure Document.

This Disclosure Document addresses and concerns the offering of a franchise to a prospective Chick-fil-A Operator. As set forth above, the person who becomes a franchised Chick-fil-A Operator will be referred to as “you” or “the Operator” throughout this Disclosure Document.

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

**The Chick-fil-A Restaurant:** A Chick-fil-A Restaurant is a limited-menu, quick-service restaurant with its primary product being a boneless breast of chicken sandwich known as a Chick-fil-A® Chicken Sandwich. In addition to the Chick-fil-A® Chicken Sandwich, menu items at a Chick-fil-A Restaurant include the Chick-fil-A® Spicy Chicken Sandwich, Chick-fil-A® Grilled Chicken Sandwich, Chick-fil-A® Nuggets, Cool Wrap®, Chick-fil-A Waffle Potato Fries®, salads and soft drinks, as well as hand-spun milkshakes, freshly squeezed lemonade and a variety of breakfast items, including our Chick-fil-A® Chicken Biscuit, breakfast burritos, Chick-fil-A® Spicy Chicken Biscuit, Chick-n-Minis™, ~~Multigrain Oatmeal~~ and Greek Yogurt Parfait items.

Chick-fil-A’s franchise relationship with its Operators is governed and defined by a written franchise agreement including its attached lease(s), which is referred to in this Disclosure Document as a

“Franchise Agreement”. The lease(s) attached as an exhibit to, made a part of and incorporated by reference into your Franchise Agreement (the “Lease”) governs your occupancy of each restaurant premises under the Franchise Agreement. Upon entering into a Franchise Agreement, a Chick-fil-A Operator pays an initial franchise fee of \$10,000, of which \$5,000 is deemed fully earned and non-refundable upon payment and \$5,000 is deemed to be, and is maintained by Chick-fil-A as, an initial payment of working capital for the business(es) under the Franchise Agreement, with the expectation that the franchised Operator will make a substantial, personal investment of time directly operating, directing and otherwise supervising the Chick-fil-A Restaurant business (see Items 5, 6, 7 and 15). As more fully described in Item 6, you also must pay Chick-fil-A a “Base Operating Service Fee” of the amount by which fifteen percent of the gross receipts of the Chick-fil-A Restaurant exceeds the Chick-fil-A Restaurant’s equipment rental fee (which rental fee is currently \$750 to \$2,000 per month depending on the type of location (free-standing, in-line, drive-thru only, mall and satellite units described below)) and any business services fee (which business services fee is currently \$300 per month), and an “Additional Operating Service Fee” of fifty percent of the Operator’s net receipts for the Chick-fil-A Restaurant. In addition, under the Lease attached as an exhibit to the Franchise Agreement, a Chick-fil-A Operator leases from Chick-fil-A ~~all of the~~ property and equipment deemed necessary by Chick-fil-A for the Operator to operate the Chick-fil-A Restaurant. While specific items vary, the items leased by Chick-fil-A to each franchised Operator typically include the Chick-fil-A Restaurant premises under a lease or sub-lease, restaurant equipment, dining area furniture and fixtures and other personal property necessary to operate a Chick-fil-A Restaurant. In some instances where Chick-fil-A, as lessee under a prime lease or ground lease, subleases the Chick-fil-A Restaurant premises to an Operator, a wholly-owned subsidiary of Chick-fil-A may be the landlord of the premises. As of this Disclosure Document’s issuance date, Chick-fil-A is affiliated with the following entities that may lease a Chick-fil-A Restaurant site to Chick-fil-A for which you may be a sub-lessee: (1) CFA-NC Townridge Square LLC, a Georgia limited liability company formed on December 31, 1998, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, (2) CFA Real Property I, LLC, a Georgia limited liability company formed on June 26, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, and (3) FSU Holdings One, LLC, a Georgia limited liability company formed on December 7, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349. During the term of your Franchise Agreement, your ability to offer certain menu items, use certain signage, engage in certain promotions or marketing efforts, or have certain physical restaurant layouts or premises features could be restricted or changed pursuant to the Lease (and, as applicable, any underlying prime lease or ground lease) for your Chick-fil-A Restaurant, as may be amended or changed.

Chick-fil-A Restaurants are established in free-standing locations (“free-standing units”) as well as in non-free-standing locations, including mall and in-line units (sometimes referred to collectively as “mall units”), non-traditional locations (“satellite units”) and locations which are drive through only (“drive-thru only units”). Mall units are generally located in shopping malls and shopping centers. In-line units are generally located in shopping centers, office buildings and downtown areas. Satellite units are generally located in office buildings, big-box stores and downtown areas, and may feature and serve only a limited number of menu items and may be (but are not necessarily) established in connection with an existing Chick-fil-A Restaurant. As its name implies, a drive-thru only unit does not provide eat-in, dining room service. There are some differences between the contractual relationships established for each type of unit described above, which are noted as required in this Disclosure Document.

Although Chick-fil-A and its franchised Operators market Chick-fil-A brand products broadly, we find that the typical Chick-fil-A customer is in the 18-44 age group. We believe that the market for Chick-fil-A products in the broader Sunbelt region from Pennsylvania south through Texas is relatively developed. The market for Chick-fil-A brand products is ~~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, if you operate a mall unit, you may experience higher sales during the holiday season when the mall is more crowded.

In order to become a franchised Operator, you will be required to sign the ~~franchise agreement~~ Franchise Agreement (Exhibit "B") including the Lease(s) attached as an exhibit to the Franchise Agreement, and must agree to operate your franchised Chick-fil-A Restaurant business in strict accordance with Chick-fil-A's standards and specifications and comply with the requirements governing the occupancy of the restaurant premises. The forms of Franchise Agreement Chick-fil-A has used in the past and in other states may have terms and conditions different from the current form Chick-fil-A offers to you. Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement (including the Lease(s)) that Chick-fil-A offers in the future. The premises of your franchised Chick-fil-A Restaurant business will be either: (i) owned by Chick-fil-A, (ii) leased to Chick-fil-A pursuant to a prime lease or (iii) leased to Chick-fil-A pursuant to a ground lease, with Chick-fil-A owning the building located on the premises subject to the ground lease. Any prime lease or ground lease that is applicable to the premises will be attached to, made a part of and incorporated by reference into the Lease for the particular Chick-fil-A Restaurant business. Once you have operated your franchised Chick-fil-A Restaurant business for some period of time, Chick-fil-A may offer you the opportunity to operate one or more additional Chick-fil-A Restaurants. Chick-fil-A is under no obligation to offer you the opportunity to operate an additional Chick-fil-A Restaurant and reserves the right to never offer you the opportunity to operate an additional Chick-fil-A Restaurant. The terms and conditions for operating any additional Chick-fil-A Restaurant business offered to you by Chick-fil-A after your first Chick-fil-A Restaurant, if any, will be governed by your Franchise Agreement as amended by an Additional Business Amendment or, alternatively at Chick-fil-A's election, a new, separate, then-current form of Franchise Agreement for each such additional franchised Chick-fil-A Restaurant business, and in either case, your occupancy of the restaurant premises will be governed by the Lease (and, as applicable, any underlying prime lease or ground lease) for the particular premises, which will be attached to, made a part of and incorporated by reference into the Additional Business Amendment or to your new Franchise Agreement.

Your franchised Chick-fil-A Restaurant business will be subject to laws, rules and regulations affecting businesses generally. You will be required to comply with all such laws, rules and regulations that apply to businesses generally, including, without limitation, tax laws and regulations, labor, employment and wage and hour laws and regulations, insurance laws and regulations, privacy laws ~~and~~, regulations, and industry standards, 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, restrictions against smoking in public places and restaurants, the public posting of notices regarding nutritional information, health hazards, fire safety, general emergency preparedness, rules regarding the proper use, storage and disposal of waste materials, insecticides, and other hazardous materials, standards regarding employee health and safety, sexual harassment laws and any other federal, state and local regulations and ordinances which may be in effect. As a food service business, your franchised Chick-fil-A Restaurant business may be subject to additional laws, rules and regulations 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 franchised Chick-fil-A Restaurant business, and to obtain and comply with all licenses and licensing requirements necessary for your franchised Chick-fil-A Restaurant business 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 near your franchised Chick-fil-A Restaurant business, including possibly other Chick-fil-A Restaurants and Licensed Units located or marketing in the geographic vicinity of your franchised Chick-fil-A Restaurant business. Primary competition for mall and in-line Chick-fil-A Restaurants is from franchised and other food service operations located in the shopping malls or shopping centers in which your franchised Chick-fil-A



Restaurant business may be located. In some cases, competition may also arise from other restaurants in non-mall locations or other sites located outside of the immediate premises of your mall or in-line location. These restaurants and food service operations may be associated with national or regional chains (whether or not franchised) or may be local, independent restaurant locations. If you operate a free-standing location, satellite or drive-thru only Chick-fil-A Restaurant business, you will experience generally similar types of competition.

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

The first Chick-fil-A Restaurant opened in a mall location was also the first Chick-fil-A Restaurant operated by an Operator. Chick-fil-A commenced offering prospective restaurant Operators the opportunity to become Operators pursuant to a Disclosure Document on February 10, 1987. Chick-fil-A commenced offering prospective Licensees, who have access to locations such as schools, work places, universities and airports, the opportunity to become Licensees pursuant to a Disclosure Document on May 4, 1992. Franchises are offered to Licensees under a separate disclosure document and not under this Disclosure Document. Chick-fil-A has never offered a franchise in any other line of business. (See Item 20 for further information on numbers and locations of 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, ~~Corporate Financial~~ Tax and Foundation Services of Chick-fil-A since ~~August 2014~~ November 2015. ~~From September 2014 through October 2015, he served as Vice President, Corporate Financial Services.~~ 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 ~~2013-2013 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. 2014, Ms. Bilotti served as Manager, Marketing Education, and from June 2007 to June 2013, she served as Consultant, Marketing Education.~~

**~~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.~~



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

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

~~The initial franchise fee and the additional franchise fee are the same for all franchisees under this Disclosure Document. Chick fil A adopted a revised form of franchise agreement effective January 1, 2015 and required that all Chick fil A Restaurant businesses governed by the old form of franchise agreement as of December 31, 2014 renew their franchise agreements effective January 1, 2015 on the new form of franchise agreement. Existing franchisees as of December 31, 2014 who stopped operating their Chick fil A Restaurant business at their current location as of December 31, 2014 and began operating a Chick fil A Restaurant business at a different location on January 1, 2015 were also required to sign the new form of franchise agreement effective January 1, 2015 to operate at the different location. In connection with existing Operators as of December 31, 2014 who signed the new form of franchise agreement effective January 1, 2015 to continue operating at the same location, Chick fil A (i) reduced the initial franchise fee to \$5,000, all of which was deemed to be and maintained by Chick fil A as the working capital deposit, and (ii) waived the additional franchise fee with respect to any additional business for which an Additional Business Amendment was signed before January 1, 2015. In connection with existing Operators as of December 31, 2014 who signed the new form of franchise agreement effective January 1, 2015 to begin operating at a different location, the working capital deposit maintained under the previous form of franchise agreement continued to be held by Chick fil A under the new franchise agreement form and a balance of \$5,000 of the franchise fee remained due, which the Operator was required to pay in cash or by the delivery of a promissory note. Chick fil A does not waive any portion of the initial franchise fee or any additional franchise fee you must pay. If you sign a new Franchise Agreement in 2015 and you owe a~~

~~balance of \$5,000 of the initial franchise fee because, for example, you are a new franchisee, you may pay the \$5,000 balance in cash or by signing a promissory note at the time that you sign your Franchise Agreement subject to an evaluation by Chick-fil-A of, among other things, your ability to otherwise pay and your creditworthiness. See Item 10 for the terms of the financing under the promissory note. If you are signing a Franchise Agreement on or after January 1, 2016, you will not be able to pay any portion of the initial franchise fee by signing a promissory note at the time that you sign your Franchise Agreement. You also will not be able to pay any additional franchise fee by signing a promissory note at the time that you sign an Additional Business Amendment.~~

Prior to the opening of your franchised Chick-fil-A Restaurant business, you must also obtain the opening inventory, premises Lease, equipment lease and insurance, as described in Items 6, 7, 8 and 10. These payments are estimated to range from approximately \$~~22,975~~26,025 to \$~~114,250~~154,900 but will not be due until after your franchised Chick-fil-A Restaurant business opens.

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

### **Item 6**

#### **OTHER FEES**

Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
Advertising	May vary (a) between 0% to 3.25%, to be determined by Chick-fil-A, as a percentage of "Gross Receipts" <sup>2</sup> or (b) by vote of Operators in local or regional areas.	Monthly <sup>3</sup>	Since 6/30/89, Chick-fil-A has not charged any amount for advertising (0% of Gross Receipts) as a matter of internal policy, which is subject to change. Operators within a geographic area may establish local or regional advertising fees.  See Item 11
Additional Franchise Fee	\$5,000 for each additional Chick-fil-A Restaurant business	If and when you sign an Additional Business Amendment	Chick-fil-A may, but is not obligated to, during the term of the Franchise Agreement, offer you a license to operate one or more additional Chick-fil-A Restaurant businesses under your Franchise Agreement. You and Chick-fil-A will sign an Additional Business Amendment in the form attached as an exhibit to the Franchise Agreement for each additional Chick-fil-A Restaurant.
Business Services Fee <sup>1</sup>	\$300	Monthly <sup>3</sup>	Chick-fil-A may offer directly or indirectly through an approved third-party supplier, certain business services. If offered, you must use the services. Chick-fil-A will determine

Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
			the fee for services Chick-fil-A provides. You will pay for the cost and expense of your use of third party business services, including costs rebilled or passed through to you by Chick-fil-A.
Rent <sup>6</sup>	<del>\$2,100</del> <u>\$1,950</u> to <del>\$42,000</del> <u>\$50,000</u> (including, where applicable, percentage rent)	Monthly <sup>3</sup>	See Items 7 & 8
Insurance	\$125 to <del>\$5,250</del> <u>\$6,800</u>	Monthly <sup>3</sup>	See Item 8
Equipment Rental	\$750 to \$2,000	Monthly <sup>3,4</sup>	<p>The equipment rental varies depending on the type of restaurant location:</p> <p>Free-Standing and In-Line: \$2,000/month; Drive-Through only: \$1,500/month; Mall: \$1,250/month; Satellite: \$750/month.</p> <p>See Item 10</p>
Hardware and Software Support; High-Speed Internet Access	\$1,000 to \$4,500 (annually)	As incurred	See Item 11
Fines – Minimum Standards and Procedures	Will vary under circumstances	As incurred	<del>Charged</del> <u>May be charged</u> when you fail to maintain all applicable Minimum Standards or comply with the Franchise Agreement. <sup>5</sup>
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from the operation of your franchised Chick-fil-A Restaurant business or damage to the site.
Operating Service Fees	Determined by formula <sup>2</sup>	Monthly <sup>3</sup>	
Credit Card Fees and related processing fees	Will vary	As incurred	Pursuant to contracts negotiated by us on behalf of the Chick-fil-A system with various credit card and processing vendors, certain processing and other related fees are imposed by each vendor with respect to its particular card(s) based upon

Type of Fee	Amount	Due Date	Remarks <sup>1</sup>
			the credit card sales made by your Chick-fil-A Restaurant business. You may be required to enter into contracts directly with such credit card and/or processing vendors. These fees vary under a wide degree of circumstances, and are nonrefundable.
Highway Signage	Will vary under circumstances	As incurred	Actual cost plus set up charges incurred by Chick-fil-A in securing municipal highway signage opportunities for your Chick-fil-A Restaurant.
Interest on Late Payments	The maximum rate permitted by law, or if none, 1 ¼% per month	As incurred	Any payment or other amount owed us under the Franchise Agreement, including any attached Lease(s), will bear interest, compounded monthly after the due date. <sup>5</sup>
Cash Handling System Services <sup>7</sup>	\$150 to \$450 (monthly)	As incurred	Pursuant to vendor contracts negotiated by us on behalf of the Chick-fil-A system, we bill and collect certain fees and expenses that are charged by a vendor for cash handling system services provided each month by the vendor at your Chick-fil-A Restaurant business. You may be charged additional fees for non-warranty safe repairs; the amount will vary as incurred.
Reimbursement of Cost of Performance	Costs and expenses of performance	As incurred	If you fail to perform your obligations under the Lease, Chick-fil-A may perform and you will reimburse Chick-fil-A's cost, together with interest.
Holdover Liquidated Damages	Double the base rent and percentage rent	As incurred	If you holdover or remain in occupancy of the premises after your Lease terminates or expires, the base rent and percentage rent will double, as liquidated damages and not as a penalty, but payment will not waive Chick-fil-A's other rights or remedies.

**Notes:**

- These fees are either (a) imposed by and payable to Chick-fil-A, or (b) ~~in the case of advertising,~~ payable to Chick-fil-A, as administrator, if determined by vote of Operators in your local or

regional area. All fees are non-refundable and are imposed uniformly except as expressly provided below.

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

- (a) “Gross Receipts” for a particular restaurant for each calendar month is your entire gross receipts from sales (excluding sales tax) with respect to the restaurant;
- (b) “Operating Profit” for a particular restaurant for each calendar month is the amount by which Gross Receipts exceeds the ordinary and necessary expenses (as this term is reasonably determined by Chick-fil-A) incurred by you for the restaurant during the month; by way of example, for purposes of this calculation the following items shall not be ordinary and necessary expenses:
  - (1) any amount you pay to yourself or, if you are approved to form and use an entity, the entity pays to you as compensation for services;
  - (2) any salary paid to any member of your family, to the extent the salary exceeds normal wages for similar work; and
  - (3) the “Base Operating Service Fee” (as defined below) and the “Additional Operating Service Fee” (as defined below);

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

- (c) “Base Profit” for your first restaurant (the “Initial Business”) for each calendar month is \$1,000; you are not entitled to Base Profit with respect to any additional restaurant;
- (d) “Base Operating Service Fee” for a particular restaurant for each calendar month is the amount by which 15% of the Gross Receipts for the month exceeds the monthly equipment rental payable and business services fee for the calendar month. Chick-fil-A allocates a portion of the Base Operating Service Fee as a royalty for the sublicense of intellectual property. “Aggregate Base Operating Service Fee” for a calendar month is the sum of the Base Operating Service Fee for the month of all restaurants operated by you;
- (e) “Net Profit for Initial Business” of the Initial Business for each calendar month is the difference between: (i) the Operating Profit for the month; and (ii) the sum of: [A] the Base Operating Service Fee for the month, [B] the Base Profit for the month, [C] the Base Profit Offsets, and [D] the Service Fee Offsets at the effective date of computation; “Net Profit for Additional Business” for a particular additional business (an “Additional Business”) for each calendar month is the difference between: (i) the Operating Profit for the Additional Business for the month and (ii) the Base Operating Service Fee for the Additional Business for the month;
- (f) “Additional Operating Service Fee” as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month;

- (g) “Additional Profit” as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month; “Aggregate Additional Profit” for each calendar month is the sum of the Additional Profit for the month of all restaurants operated by you;
- (h) “Extra Profit” for each calendar month is an advance on Additional Profit in the maximum amount of \$1,500; you are not entitled to retain an Extra Profit with respect to any additional restaurants;
- (i) “Daily Deposit” as to a particular restaurant for each calendar day is your daily Gross Receipts as adjusted for minor cash expenditures, cash overages and shortages and other cash received;
- (j) “Base Profit Offsets” is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Base Profits retained by you but not covered by Aggregate Operating Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Operating Profit is sufficient to cover the Base Profits;
- (k) “Service Fee Offsets” is a floating amount that is zero at the beginning of each calendar year and is (i) increased from time to time during the calendar year by the amount of all Base Operating Service Fees that you do not pay to Chick-fil-A; and (ii) decreased from time to time during the calendar year when and to the extent that you pay the previously unpaid Base Operating Service Fees to Chick-fil-A; and
- (l) “Extra Offsets” is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Extra Profits retained by you but not covered by the Aggregate Additional Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Additional Profit is sufficient to cover the Extra Profits.

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

- (a) you retain for yourself the Base Profit;
- (b) you pay the Aggregate Base Operating Service Fee;
- (c) you pay the Base Profit Offsets, the Service Fee Offsets and the Aggregate Additional Operating Service Fee; and
- (d) you retain for yourself the amount, if any, by which the Aggregate Additional Profit exceeds the Extra Offsets.

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

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

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

3. Between the first and fifteenth day of each month, Chick-fil-A prepares a fee calculation report for your franchised Chick-fil-A Restaurant business for the preceding month in order to determine the fees and other expenses to be paid from your Gross Receipts and, as part of the fee calculation process, calculates the fees and expenses according to the formula described in Note 2 above. Although calculated and due on a monthly basis, these fees and expenses are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis.
4. These fees are calculated and paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business as described in Note 2 and Note 3 above.
5. Under the Franchise Agreement, you appoint Chick-fil-A as your agent to establish and administer a program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business, and facilitating your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease for the restaurant premises, insurance premiums, advertising contributions, any fees or charges pursuant to the Franchise Agreement, and other amounts owed to Chick-fil-A and/or suppliers by you. At the same time, you remain responsible for assisting Chick-fil-A in its administration of the program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business. For example, you must establish a cash handling system (including a bank account with allowance for funds to be transferred therefrom by Chick-fil-A pursuant to the Franchise Agreement). You must deposit your Daily Deposit into your cash handling system each day prior to exiting the Restaurant or follow such other procedures as designated from time to time by Chick-fil-A. In the event that approved cash handling system services are not provided in your geographic area or you otherwise are approved for an exemption from our then current cash handling system service requirements, you will be required to deposit such funds directly into a



local bank account or a prescribed Chick-fil-A group bank account, or otherwise follow such other procedures as designated from time to time by Chick-fil-A. You must transmit a report to Chick-fil-A at the end of each business day regarding the amount of the Daily Deposit for your franchised Chick-fil-A Restaurant business, and Chick-fil-A will transfer that amount from your cash handling system bank account into Chick-fil-A's general account. Under the Franchise Agreement, you are responsible for paying your expenses and Chick-fil-A is authorized as your agent under the program to perform certain accounting functions and to facilitate other payments and disbursements of funds pursuant to the Franchise Agreement.

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

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

If Chick-fil-A owns the premises on which a free-standing Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a lessee of the premises and must comply with the obligations imposed by Chick-fil-A upon you as primary lessee of the premises. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include all of the monthly base rent, percentage rent and any other extra or additional charges and rents due under the Lease.

If Chick-fil-A leases the premises on which a free-standing Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a sublessee of the premises and must comply with the obligations imposed on Chick-fil-A as the primary lessee of the premises and imposed by Chick-fil-A upon you as a sublessee. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include all of the monthly base rent, percentage rent and any other extra or additional charges and rents due under the Lease.

If Chick-fil-A leases the premises and you are to operate a mall or in-line Chick-fil-A Restaurant, under the terms of the Lease, you will be a sublessee of the premises and must comply with the obligations imposed on Chick-fil-A as primary lessee of the premises and imposed by Chick-fil-A upon you as a sublessee. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include all of the monthly base rent, percentage rent and any other extra or additional charges and rents due under the Lease.

The prime lease, ground lease and other related real estate documents for a site are subject to periodic amendment, renewal and/or renegotiation. As a result, the obligations imposed upon Chick-fil-A for such a site may change from time to time and, as a result, the terms of your Lease with Chick-fil-A (including, but not limited to, your monthly payments to Chick-fil-A, the base rent, percentage rent, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents) could also change. In addition, as a result of a periodic amendment, renewal and/or renegotiation of the prime lease, ground lease or other related real estate documents for the site, your rights and privileges to use and enjoy the premises could also change during the term of your Franchise Agreement and its attached Lease, including with regard to signage, physical layout, parking, access, exclusives and other such matters.

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

For a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), the calculation of monthly base rent for the site can generally be explained as follows -- the total amount invested by Chick-fil-A or its wholly-owned subsidiary in the acquisition of the land (including title premiums, endorsements, recording fees and other such costs incurred) is added to the amounts invested by Chick-fil-A or its wholly-owned subsidiary for the building shell, then the sum is multiplied by a finance factor, and then that product is divided by twelve. Additionally, for a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), to the extent the calendar year-to-date gross receipts of a Chick-fil-A restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

For a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) pursuant to a ground lease, the calculation of monthly base rent for the site can generally be explained as follows -- the total amount invested by Chick-fil-A or its wholly-owned subsidiary in the acquisition of the land (including title premiums, endorsements, recording fees and other such costs incurred) is added to the amounts invested by Chick-fil-A or its wholly-owned subsidiary for the building shell then the sum is multiplied by a finance factor. The product is then added to the total rent under the ground lease, and that sum is divided by twelve; provided, however, the monthly base rent could increase when and if, among other things, the rent under the ground lease increases. Additionally, for a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) pursuant to a ground lease, to the extent the calendar year-to-date gross receipts of a Chick-fil-A restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

For a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, the calculation of monthly base rent for the site can generally be explained as follows -- the base rent payable to Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for the site is calculated per the terms of the Franchise Agreement and its attached Lease which

incorporates the prime lease. The monthly base rent could increase when and if, among other things, the rent under the prime lease increases pursuant to the terms of such prime lease. Additionally, for a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, to the extent the calendar year-to-date gross receipts of a Chick-fil-A restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

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

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

Chick-fil-A may in the exercise of its sole and exclusive business judgment cap or limit the lease payments of one or more Operators in connection with certain special circumstances or situations that arise from time to time. As a result, for example, the monthly payments for such Operators may not equal all of the monthly base rent and other extra or additional charges and rents set out in the prime lease or ground lease agreements between Chick-fil-A and the landlord for such sites. Chick-fil-A is under no obligation to offer such a cap or limit to you under any circumstances. Any cap or limit offered by Chick-fil-A to you from time to time does not grant you any contractual rights, is not part of your contract, and does not modify or affect Chick-fil-A's or your contractual rights and obligations under the Franchise Agreement or the Lease. Chick-fil-A's internal programs and policies are subject to change or cancellation at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment.

Pursuant to a Chick-fil-A internal rent policy effective beginning January 1, 2015 (the "Rent Policy"), your rent for a franchised Chick-fil-A Restaurant premises during the duration of the policy (excluding any equipment) will not exceed 6% of the annual Gross Receipts of your franchised Chick-fil-A Restaurant business. Chick-fil-A's Rent Policy does not extend to, affect or limit in any way, your obligation to pay any other monies or charges due under the Franchise Agreement or any additional charges and expenses due under any Lease. Chick-fil-A's Rent Policy has been established unilaterally as part of Chick-fil-A's internal working procedures. Chick-fil-A's Rent Policy is not a part of any contract between Chick-fil-A and you and does not create any rights or expectations for you under your Franchise Agreement and its attached Lease(s), including the rent calculation report(s). Chick-fil-A's Rent Policy also does not amend, modify or affect any contract rights and obligations between Chick-fil-A and you as otherwise set forth in the Franchise Agreement and its attached Lease(s), including the rent calculation

report(s). The application of Chick-fil-A's Rent Policy to individual situations may vary. Chick-fil-A's Rent Policy is subject to revocation and/or change at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment.

The rent figures reflected above in this Item 6 represent the lowest and highest approximate amounts of monthly rent paid by any single Chick-fil-A Operator during calendar year ~~2014~~2015 under ~~his or her respective~~the lease or sublease for ~~his or her~~the Operator's franchised Chick-fil-A Restaurant business, including, where applicable, for percentage rent. In unusual circumstances which include special costs, the fees paid by you may be higher than those outlined in this Item 6. These circumstances may include certain high-cost sites.

7. If none of our vendors provide cash handling system services in the geographic area where your Chick-fil-A Restaurant business is located, you will not pay these fees and expenses to us. If your Chick-fil-A Restaurant business is located in a mall or office building, you may not be required to pay these fees and expenses to us depending on a variety of factors, including the location of the mall or office building, its use restrictions and requirements, and other things. In both circumstances, you may incur similar fees and expenses by engaging a vendor directly to provide similar services.

## Item 7

### ESTIMATED INITIAL INVESTMENT

Type of Expenditure <sup>1</sup>	Amount <sup>1</sup>	Method of Payment	When Due	To Whom Payment Is to Be Made
<b>INITIAL EXPENDITURE</b>				
Initial Franchise Fee	\$10,000 <sup>2</sup>	Lump Sum	At time of signing Franchise Agreement	Chick-fil-A
<b>ADDITIONAL EXPENDITURES</b>				
Opening Inventory	<del>\$20,000</del> <u>23,200</u> to <del>\$65,000</del> <u>96,100</u> <sup>4</sup>	As Incurred	As Incurred	Chick-fil-A and Other suppliers
First Month's Rental of Equipment	\$750 to \$2,000 <sup>4</sup>	Monthly <sup>3</sup>	By the 1st day of each month	Chick-fil-A
First Month's Lease/Sublease of Premises	<del>\$2,100</del> <u>1,950</u> to <del>\$42,000</del> <u>50,000</u> <sup>4</sup>	Monthly <sup>3</sup>	By the 1st day of each month	Chick-fil-A (see Item 11 below)
First Month's Insurance Expense	\$125 to <del>\$5,250</del> <u>6,800</u> <sup>4</sup>	Monthly <sup>3</sup>	Determined by Chick-fil-A	Chick-fil-A
Additional Funds	<del>\$98,000</del> <u>222,600</u> to <del>\$920,000</del> <u>1,444,400</u> <sup>4, 5</sup>	As Incurred	As Incurred During First 3 Months of Operation	Employees, Suppliers, Utilities and other Third Parties
<b>TOTAL ESTIMATE OF INITIAL INVESTMENT</b>	<del>\$130,975</del> <u>258,625</u> to <del>\$1,044,250</del> <u>1,609,300</u> <sup>4</sup>			

#### Notes:

- The preceding table describes the costs of initial investment for a free-standing unit, mall unit, satellite unit and drive-thru only unit.
- Once you have paid the \$10,000 initial franchise fee, if you are offered the opportunity to operate an additional franchised Chick-fil-A Restaurant business, you will pay an additional franchise fee in the amount of \$5,000 for each additional business. See Item 5 for when this amount is refundable.

Although the \$10,000 initial franchise fee (or the \$5,000 additional franchise fee, if applicable), is the only initial out-of-pocket investment you will be required to make to begin operation of your franchised Chick-fil-A Restaurant business (or additional business under your Franchise

Agreement), the other expenditures in the table will reduce the actual profits of your franchised Chick-fil-A Restaurant business and will affect the amount of your income.

~~If you sign a new Franchise Agreement in 2015 and you owe a balance of \$5,000 of the initial franchise fee because, for example, you are a new franchisee, you may pay the \$5,000 balance in cash or by signing a promissory note at the time that you sign your Franchise Agreement.~~

~~Subject to certain terms and conditions, Chick-fil-A offers to finance \$5,000 of the initial franchise fee that is not the working capital deposit through December 31, 2015, subject to an evaluation by Chick-fil-A of, among other things, your ability to otherwise pay and your creditworthiness. You may pay the \$5,000 amount by signing a promissory note at the time that you sign your Franchise Agreement. The promissory note bears interest at the rate of 8% per annum and is payable in 12 equal monthly installments of \$434.94. See Item 10 for additional terms of the financing under the promissory note. If you are signing a Franchise Agreement on or after January 1, 2016, you will not be able to pay any portion of the initial franchise fee by signing a promissory note at the time that you sign your Franchise Agreement. You also will not be able to pay any additional franchise fee by signing a promissory note at the time that you sign an Additional Business Amendment.~~

3. These amounts are deducted from the Gross Receipts of your franchised Chick-fil-A Restaurant business as expenses. Although calculated and due on a monthly basis, these fees and expenses are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis. See Item 5 and Note 2 and Note 3 to the table in Item 6.
4. This amount depends on where your franchised Chick-fil-A Restaurant business will be located, the size of the premises, and other factors. The amount could be higher, for example, if your franchised Chick-fil-A Restaurant business will be located in a flagship-type, urban facility in a large metropolitan market.
5. This amount reflects the costs you can expect to pay in your first three months of operation and includes your expenses, as well as the cost of repairs, maintenance and utilities, but does not include any draws, disbursements or other distributions taken by you. In formulating these figures, Chick-fil-A has relied on its own 50 years of experience in the Chick-fil-A Restaurant business and on profit and loss statements of Operator and Chick-fil-A operated restaurants opened during the fiscal year ended December 31, ~~2014~~2015. The exact amount required for additional funds will vary from operation to operation and cannot be estimated with certainty for your franchised Chick-fil-A Restaurant business.

## **Item 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

**Approved Supplies and Suppliers:** Chick-fil-A has an interest in the proprietary seasoning used in the preparation of certain Chick-fil-A brand chicken products. Chick-fil-A purchases the seasoning from the producers of the seasoning and has it shipped directly to Chick-fil-A's authorized or approved poultry suppliers. These poultry suppliers then apply the seasoning to most of the chicken products sold to the Operators. Payments to Chick-fil-A for the proprietary seasoning are received from the poultry supplier when the chicken is sold to an authorized distributor(s). Currently, Chick-fil-A is receiving payments of approximately \$.06 per pound of seasoned chicken, which amount includes a payment to Chick-fil-A for its proprietary interest in the seasoning, and which amount may vary and otherwise change 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 by the distributor(s) from Chick-fil-A. The distributor(s) then sells the seasoned coater to the Operators. Your cost for the seasoned coater depends on a pricing formula that includes a markup by Chick-fil-A that may change 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.

You must purchase all of the following items from suppliers who are approved in advance by Chick-fil-A: all present and future items of food and drink; all items of non-food inventory intended for sale to or use by your customers; all ingredients, food products, produce, mixes, spices, cooking aides, wrappings, food and beverage containers; certain other designated items necessary for maintaining and cleaning your franchised Chick-fil-A Restaurant business, certain proprietary marketing and promotional materials and other items bearing our trademarks, and all other items necessary or optional for preparing products sold in your franchised Chick-fil-A Restaurant business. You may not buy from any supplier that we have not yet approved in writing, and you must stop buying from any supplier who we approve initially, but later disapprove.

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

In some circumstances, such as with respect to certain produce, bread and other product purchases for some Chick-fil-A Restaurants 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.

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

We will provide you with most or all of the equipment (and other property necessary to operate your franchised Chick-fil-A Restaurant business, including the kitchen appliances and equipment), and dining area furniture and fixtures. In exchange for your use of our equipment, furniture, and fixtures under the Lease, you will be required to make rental payments to us, currently in the amount of \$750 to \$2,000 per month depending

on the type of location (free-standing, drive-thru only, mall and satellite units). In some circumstances, you may decide to purchase additional items of approved small wares, operating supplies, utensils, equipment and other goods in order to maximize the sales and profit potential of your franchised Chick-fil-A Restaurant business.

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

You must purchase minimum levels of certain types of designated insurance through our approved insurance programs if offered or, if not offered, approved third-party vendors, including commercial general liability, automobile liability and excess/umbrella liability insurance with minimum limits of liability and other terms determined by us to provide certain minimum levels of coverage for your franchised Chick-fil-A Restaurant business; and worker's compensation, unemployment compensation, disability insurance, social security and any other insurance coverage designated by us as required to be purchased through our approved insurance programs. To the extent offered and required, you must participate in our insurance programs, which meet these standards with a combination of insurance contracts and self-insurance. Under the terms and conditions of the Franchise Agreement, we may add to, increase or change your insurance requirements. Chick-fil-A does not receive any revenues from insurance purchased by you; as applicable, we simply rebill or pass through the cost of the insurance described above to you.

We have not adopted specific criteria to evaluate or approve alternative suppliers for the goods and services which you must purchase from Chick-fil-A-approved sources. We deal with requests for approval of alternative suppliers of goods on a case-by-case basis. If we receive requests for alternative suppliers for items that are not Chick-fil-A trade secret items or items that do not use our trademarks, we will provide an Operator the standards and specifications for 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, soft drinks, ingredients, etc.) in order to take advantage of marketplace efficiencies and volume pricing. We also reserve the right to not approve or disapprove any supplier if among other things: (1) the supplier cannot show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; (2) the supplier cannot show, to our reasonable satisfaction, adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; or (3) Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the supplier's approval would impact negatively upon the Chick-fil-A system's ability, as a whole, to take advantage of marketplace efficiencies and volume pricing. Finally, we reserve the right to conditionally approve a supplier or to limit our approval of a supplier to certain products, restaurants or circumstances.

We stock certain non-proprietary items such as small wares and operating supplies, utensils and other goods which are made available to you for your convenience. We also stock certain proprietary items, including marketing and promotional materials and other items bearing our trademarks, and other proprietary items which may be made available to you from time to time for your convenience, and used by you in local advertising, marketing and promotions, and in your franchised Restaurant. Though we are not the sole authorized supplier of most of these items, you are likely to purchase them from us for convenience and/or price savings. Currently, the cost to Operators for warehouse goods is our cost plus approximately 2.5%, which represents the approximate freight costs associated with shipping the goods from



the supplier to Chick-fil-A's warehouse. Operators are also charged for the shipping costs from our warehouse to their Restaurants. Chick-fil-A may change the warehouse program, and any associated costs and charges to Operators, 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~~, 2015, our total revenues from (i) Operator and Licensee purchases of the proprietary seasoning, seasoned coater, ~~accounting~~ business services and operating supplies, utensils, and promotional goods, and (ii) Operator leases of the premises, equipment, furniture, and fixtures was ~~\$333,781,470.46~~ 520,644,347.65 or ~~20.41~~ 25.88% of our total revenues of ~~\$1,635,555,270.35~~ 2,012,126,271.75. We estimate that your total purchases and leases from approved or designated suppliers will represent approximately ~~45~~ 42% to ~~69~~ 64% of your overall purchases and leases in operating your restaurant and ~~54~~ 50% to ~~83~~ 78% of your overall purchases and leases in establishing your franchised Chick-fil-A Restaurant business. The national advertising fund we administer also receives contributions from designated suppliers of up to approximately ~~22.11~~ 22.50% of Operator purchases from such suppliers. 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 the seasoning, coater and national advertising fund contributions and the incentives described above.

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

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

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

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

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

requirements, as the Chick-fil-A system evolves over time and the needs of the Chick-fil-A system change.

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	Franchise Agreement 5 Lease 2	6, 7, 8, 11
b.	Pre-opening purchases/leases	Franchise Agreement 9 Lease 2	5, 7, 8, 11
c.	Site development and other pre-opening requirements	Franchise Agreement 9 Lease 2	11
d.	Initial and ongoing training	Franchise Agreement 16	11
e.	Opening	Franchise Agreement Signature Page Lease 2	11
f.	Fees	Franchise Agreement 3, 11, 13, 14, 15, 28 Lease 3, 10, 11, 12	5, 6, 7
g.	Compliance with standards and policies/operating manual	Franchise Agreement 8, 9, 12 Lease 2	8
h.	Trademarks and proprietary information	Franchise Agreement 18, 19	13, 14
i.	Restrictions on products/services offered	Franchise Agreement 8, 9 Lease 2	8, 16
j.	Warranty and customer service requirements	Franchise Agreement 12	8
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	Franchise Agreement 8,9, 11	8, 11
m.	Maintenance, appearance, and	Franchise Agreement 5	8

	Obligation	Section in agreement	Disclosure Document Item
	remodeling requirements	Lease 2, 5, 6	
n.	Insurance	Franchise Agreement 7 Lease 8	6
o.	Advertising	Franchise Agreement 17	6
p.	Indemnification	Franchise Agreement 27 Lease 12	6
q.	Owner's participation/management/ staffing	Franchise Agreement 12, 26	15
r.	Records and reports	Franchise Agreement 15 Lease 3	6, 11
s.	Inspections and audits	Franchise Agreement 13, 15 Lease 3, 9	Not Applicable
t.	Transfer	Franchise Agreement 21 Lease 14	15, 17
u.	Renewal	Franchise Agreement 2 Lease 2	17
v.	Post-termination obligations	Franchise Agreement 18, 19, 24 Lease 10, 11	17
w.	Non-competition covenants	Franchise Agreement 19, 23	17
x.	Dispute resolution	Franchise Agreement 22, 28 Lease 14	17
y.	Other: Guarantee of franchisee obligations (note 1)	Franchise Agreement 21, Exhibit B-1 (Assignment and Consent to Assignment Agreement (Corporation) and B-2 Assignment and Consent to Assignment Agreement (Limited Liability Company)	1, 15 and 17

**Note:**

- (1) The Operator must sign the Franchise Agreement, including the attached Lease(s), in his or her individual capacity. Chick-fil-A may allow you to assign the Franchise Agreement to a single corporation, limited liability company or other form of business entity then approved by Chick-fil-A, which is formed solely for the convenience of ownership. Under the Assignment and Consent to Assignment Agreement that must be signed as a condition of any assignment, you

must be the sole owner of the business entity ("Operator-Owner") and must agree to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement. Additionally, you must guarantee the full and faithful performance by the proposed transferee business entity. The proposed transferee business entity must assume all of the obligations of the Operator under the Franchise Agreement. The form of Assignment and Consent to Assignment Agreement you and the business entity must sign to confirm your continuing obligations and the business entity's assumption of obligations to enable you to transfer your rights and obligations under the Franchise Agreement as franchisee to a business entity is attached as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company.

## **Item 10**

### **FINANCING**

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

Chick-fil-A provides extended payment terms for certain pre-opening expenditures under the Franchise Agreement and also rents equipment to its Operators under the Lease at a fixed monthly equipment rental fee of \$750 to \$2,000 per month for each Chick-fil-A Restaurant operated by an Operator. The term of the extended payment terms for such pre-opening expenditures and the term of the equipment lease are the same as the term of your Franchise Agreement. Under the Franchise Agreement, Chick-fil-A will retain a security interest in your equipment and business. See Items 5 and 6 for more information.

Upon default of your lease or sublease obligations or equipment rental obligations under the Lease, your liability could include termination of your lease, sublease or equipment rental, termination of the Franchise Agreement including its attached Lease(s) and loss of franchise, and/or payment of entire unpaid amounts and interest, costs of recovery, cost of collection and attorneys' fees.

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

~~If the effective date of your Franchise Agreement is during calendar year 2015, subject to certain terms and conditions, Chick-fil-A may finance the \$5,000 portion of the initial franchise fee that is not deemed and maintained by Chick-fil-A as the working capital deposit. If the effective date of any Additional Business Amendment is during calendar year 2015, Chick-fil-A may finance the \$5,000 additional franchise fee for a particular additional Chick-fil-A Restaurant business, subject to certain terms and conditions. The financing for \$5,000 will be offered using the standard form promissory note attached as Exhibit "G" to this Disclosure Document (the "Note"). The Note bears interest at an interest rate of 8% per annum and is payable in 12 equal monthly installments of \$434.94. The only security we require is a personal guarantee of the Note by the Operator-Owner if the Operator-Owner who initially entered into the Franchise Agreement assigns the Franchise Agreement for convenience of ownership to~~

~~a business entity following our requirements and with our approval. The Note will be signed by you in your individual capacity when you sign the Franchise Agreement. (See Franchise Agreement, Section 21.1.) The Note can be prepaid without penalty at any time during its one year term. (See Note, Section 4.) If you do not pay on time, we can call the loan and demand immediate payment of the full outstanding balance and interest and obtain court costs and attorney's fees if a collection action is necessary. (See Note, Section 3 and Section 5.) If you do not pay on time, we can, at our option, use the program established and administered from time to time under Section 14 of the Franchise Agreement to accomplish the payment of all amounts due Chick fil A under the Note. We can also call the loan and demand immediate payment of the full outstanding balance and interest if the Franchise Agreement is terminated for any reason or expires and is not renewed. (See Note, Section 2.) You waive your right to trial by jury on any claims you may have. (See Franchise Agreement, Section 28.16.)~~

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

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

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

### **Item 11**

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

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

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

- (i) negotiate and execute a prime lease with the landlord of the premises if you are opening a mall or in-line (and in some cases free-standing) restaurant. For free-standing units which are not leased, Chick-fil-A will acquire an interest in the property on which your franchised Chick-fil-A Restaurant business will be located (See Section 2 of Lease);
- (ii) acquire most of the equipment and other property to be used in your operation of your franchised Chick-fil-A Restaurant business and will install the equipment at the restaurant's premises (See Section 4.1 of Franchise Agreement and Section 2 of Lease); and
- (iii) provide training to you (See Section 16 of Franchise Agreement).

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

- (i) establish and administer a program for collecting and accounting for the sales receipts of your franchised Chick-fil-A Restaurant business and then facilitate your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease for the restaurant premises, insurance premiums, advertising contributions, any fees or charges pursuant to the Franchise Agreement and other amounts owed to Chick-fil-A and/or suppliers by you in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);
- (ii) provide certain business services in connection with the establishment, administration and disposition of the sales receipts of your franchised Chick-fil-A Restaurant business in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);
- (iii) furnish a fee calculation report to you each month containing specified financial information and calculations concerning the previous month's performance of your franchised Chick-fil-A Restaurant business and permit you to examine the financial records from time to time that you provide to Chick-fil-A during normal business hours (See Sections 15.1 and 15.2 of Franchise Agreement); and

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

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

**Advertising:** Until June 30, 1989, Operators were required to pay 3¼% of Gross Receipts to the advertising fund, but effective July 1, 1989, the amount of this payment was reduced to 0% as a matter of policy. We do not presently require Operators to contribute to the advertising fund as a matter of internal policy, but we reserve the right to return and may return to the 3¼% or another program at any time. We expect you to implement local advertising; however, you must use only those materials approved or supplied by Chick-fil-A. Operators in the same market or geographical region, as determined by Chick-fil-A, sometimes cooperate with each other to implement local or regional advertising. However, Chick-fil-A does not fund such local or regional advertising. If a majority of the Operators in your area vote (or have previously voted) to implement such a local or regional advertising fund or initiative from time to time, you will be required to participate and contribute to such a fund or initiative. We administer the advertising funds, which are not audited. We will make the funds' unaudited financial statements available for your review upon your request. You and the other Operators in your area will establish the amount of the contribution by majority vote. As part of local, regional or national marketing efforts, Operators are periodically required to participate in temporary or permanent promotional campaigns, honor coupons and participate in giveaway promotions for food or drink items at their respective Chick-fil-A Restaurants, for which the Operators may not be reimbursed. You must participate in these promotional programs and campaigns and, at Chick-fil-A's election, your participation may be at your own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including counter cards, posters, banners, signs, photographs, give-away items and gift cards. Chick-fil-A owned restaurants contribute to any national and any local or regional advertising fund on the same basis as Operators. During fiscal year ~~2014~~, 2015, no funds were required to be contributed to a national advertising fund. Chick-fil-A is not required to spend any certain amount on advertising in your area. If Chick-fil-A charges advertising fees or you contribute advertising fees to a local or regional fund and they are not all spent in the fiscal year in which they are charged, the remaining amounts are either returned or rolled over (depending upon the particular program) to the next year's budget. You will not receive a periodic accounting of how advertising fees are spent. Chick-fil-A's advertising accounts, if any, are not trust funds, and Chick-fil-A is not your fiduciary with respect to any advertising funds. Chick-fil-A is not required to ensure that any Operator benefits directly or *pro rata* from the expenditure of any advertising funds. (See Section 17 of Franchise Agreement).

Chick-fil-A intends, to the extent it is able, to assist you in any of the above matters on an informal basis, including advice and creative resources to support any local, store, market or regional advertising by Operators.

**Selection of Location:** Each prospective franchised Operator is granted the right to become an Operator as to a specific franchised Chick-fil-A Restaurant business location. Additionally, Operators may be granted the right to operate additional franchised Chick-fil-A Restaurant businesses at locations selected and approved by us. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses and expressly reserves the right not to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses. Chick-fil-A selects the site of all Chick-fil-A Restaurants. Chick-fil-A Restaurants are located in, among other places, shopping malls,



shopping centers and free-standing locations. In selecting locations for free-standing units and mall units, Chick-fil-A bases its decisions on demographic reports, traffic information, the identity of adjacent tenants and owners, the lease terms offered by landlords, the sales terms offered by land sellers, and other factors relevant to the possible profitable operation of a Chick-fil-A Restaurant.

**Hardware and Software System:** Chick-fil-A will obtain a point-of-sale (POS) hardware and software system and a management PC for use in your franchised Chick-fil-A Restaurant business, which will be leased to you as part of your equipment rental. Chick-fil-A Restaurants typically use a POS system with accompanying software, which ~~perform~~performs 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 provided by Chick-fil-A. You must pay ~~a fee~~fees for high-speed internet access for you and your customers, as applicable, if your franchised Chick-fil-A Restaurant business is equipped with such service, and you must also pay a fee for technical support of the hardware and software system used in your Restaurant. These fees may range from \$1,000 per year to \$4,500 per year for high-speed internet access and equipment support and software upgrades and are dependent upon the type of system used in your franchised Chick-fil-A Restaurant business. Chick-fil-A will have independent access to the data compiled by the hardware and software system used in your Restaurant.

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

**Initial Training Program:** You must participate in an initial training program provided by Chick-fil-A. The program generally commences at Chick-fil-A's corporate headquarters in Atlanta, Georgia and lasts approximately ~~four to five~~ to six weeks, but the actual location 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, accounting, service and customer relations, communications, maintenance, purchasing, planning, management styles, policies and marketing.

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

The training program is conducted by Chick-fil-A's professional training staff, which is directed by Mr. William Dunphy, Jr. The program's principal instructional materials are the Chick-fil-A operations and training manuals and other materials. Other employees of Chick-fil-A, including, but not limited to, Ms. Keri Bilotti, ~~Manager~~Director of Training Programs, may participate in the training program in their respective areas of expertise. Mr. Dunphy has twenty ~~two~~three years of experience with Chick-fil-A in the restaurant field. Ms. Bilotti has eight years of experience with Chick-fil-A in the restaurant field. Mr. Dunphy's and Ms. Bilotti's relevant prior experiences are described in Item 2 of the Disclosure Document. ~~Ms. Bilotti has seven years of experience with Chick-fil-A in the restaurant field.~~

## TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
<del>Phase Initial</del> <b>Training</b>			
Insurance	<del>2</del> <u>1</u>		Atlanta, Georgia
Orientation to FRL and to the Business	<del>4</del> <u>3</u>		Atlanta, Georgia
Wellness Center Tour	<del>1.5</del> <u>5</u>		Atlanta, Georgia
ServSafe®	9		Atlanta, Georgia
WinShape Wilderness Experience	<del>8</del> <u>15</u>		Rome, Georgia
Food Preparation & Restaurant Operations, Hospitality and Marketing	<del>64</del>	<u>150</u>	<del>Atlanta</del> <u>Company</u> <u>Operated</u> <u>Restaurants,</u> <del>Georgia</del> <u>Locations</u> <u>Vary</u>
<del>POS Training</del>	<del>8</del>		<del>Atlanta, Georgia</del>
Equipment and Facilities Maintenance	<del>4</del> <u>1</u>		Atlanta, Georgia
Hospitality	<del>3.5</del> <u>2.5</u>		Atlanta, Georgia
Quality & Customer Experience Focus	<del>6.5</del> <u>4.5</u>		Atlanta, Georgia
Employment Law	<del>5</del> <u>8</u>		Atlanta, Georgia
Financial Reporting – Accounting and Computers	<del>15</del> <u>2</u>		Atlanta, Georgia
Recruiting and Selecting a High-Caliber Team	<del>3.75</del> <u>4</u>		Atlanta, Georgia
Marketing	<del>8.5</del> <u>4</u>		Atlanta, Georgia
Managing Food Cost & Labor Cost	<del>43</del>		Atlanta, Georgia
<del>Chick-fil-A Catering</del>	<del>2</del>		<del>Atlanta, Georgia</del>
<del>Drive Thru</del>	<del>3</del>		<del>Atlanta, Georgia</del>
Risk Management and Security	<del>2.15</del> <u>1.5</u>		Atlanta, Georgia
Vision and Values	<del>7.5</del> <u>8</u>		Atlanta, Georgia
Commit to Excellence: What it Takes to Win at Chick-fil-A	4.5		Atlanta, Georgia
<del>Executive Committee Panel</del>	<del>1</del>		<del>Atlanta, Georgia</del>
Introduction to Leadership at Chick-fil-A	<del>1.5</del> <u>2</u>		Atlanta, Georgia
Ordering from the Warehouse	.5		Atlanta, Georgia
Supply Chain Overview	.5		Atlanta, Georgia
<del>Supplier Quality Overview</del>	<del>.5</del>		<del>Atlanta, Georgia</del>
Tax Preparation and Financial Planning	.5		Atlanta, Georgia
Restaurant Training Systems	<del>22</del> <u>15</u>		Atlanta, Georgia
Exams/Pre-Work/Challenges	<del>30</del> <u>8</u>		Atlanta, Georgia
Graduation Celebration and Luncheon	1.75		Atlanta, Georgia
<del>Phases 2-7</del>			
<del>Phase 2</del> —Operator Coach		20-30	Franchised Restaurants of <del>Veteran</del> <u>Other</u> <u>Franchised</u> Operators, Locations vary
<del>Phase 3</del> —Transition to your Restaurant	<del>N/A</del>		<del>Franchised</del>

			<del>Restaurant Location</del>
<del>Phase 4</del> —Operator Coach visit to your Restaurant		Up to 3 days	Franchised Restaurant Location
<del>Phase 5</del> —Training Content Focus Areas:— <del>Business Results—Financial Return; Chick-fil-A—Anywhere, Building a High-Performance Leadership Team, Personal Effectiveness, Marketing, Hospitality</del>	30-34		Atlanta, Georgia
Phase <u>Return Training (6—Application of Content Learned in Phase 5—12 months post transition)</u>		N/A	<del>Franchised Restaurant Location</del>
<del>Phase 7</del> —Training Content Focus Areas: - <del>Creating Raving Fans Strategy; Time with Real Estate Developers</del> <u>Critical Success Factors, assessing your business and planning for growth</u>	<del>24</del> <u>40</u>		Atlanta, Georgia

Training in all subjects is conducted approximately ~~five~~six times each year. Chick-fil-A intends, though is not obligated, to prepare and offer various seminars and conferences to Operators 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 Franchise Agreement require the participation of Operators in such programs.

In addition, Chick-fil-A may, at its election from time to time, offer various programs to or permit the adoption of programs by Operators to use in promoting or marketing products, recruiting and retaining restaurant personnel or for other purposes that are not expressly set forth in the Franchise Agreement. All details concerning any 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.

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

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

## Item 12

### **TERRITORY**

You will be granted the limited right to operate a Chick-fil-A Restaurant at a specific location designated by Chick-fil-A. The rights granted to you under the Franchise Agreement are limited to your franchised Chick-fil-A Restaurant business location only. You will neither acquire nor have any right to

use, or to license the use of, any name, mark or other intellectual property right, except as granted to you under the Franchise Agreement in connection with the operation of your franchised Chick-fil-A Restaurant business at the specific location designated by Chick-fil-A.

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

You will not receive an exclusive territory. You may face competition from other franchisees or licensees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Our affiliates may also own and operate Chick-fil-A Restaurants or control competitive brands. We are not required to pay you if we exercise any of the rights specified above outside or inside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location. We do not restrict you from soliciting or accepting authorized food and beverage orders from outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location, 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 franchised Chick-fil-A Restaurant business location.

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

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 franchised Chick-fil-A Restaurant, a Dwarf House or Truett's Grill restaurant may compete with your franchised business. As described above, Chick-fil-A has also begun to sell Chick-fil-A products in selected cafeterias 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, hospitals, airports and other similar locations to sell Chick-fil-A brand products from such locations. Depending on the proximity of a Chick-fil-A Licensed Unit to your franchised Chick-fil-A Restaurant, a Chick-fil-A Licensed Unit may compete with your franchised business. 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**

Chick-fil-A's Franchise Agreement grants you the right to use the trademark "Chick-fil-A" together with the trade name "Chick-fil-A" and all other service marks and trademarks, 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 franchised Chick-fil-A Restaurant business and your use must comply with your Franchise Agreement.

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

Mark	Registration 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
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.

As of January 1, 2001, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, confidential information, inventions and patents used in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Operators. The initial term of the license agreement is one year, and the term renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license

agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or license the use of CFA Properties' trademarks.

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

Chick-fil-A has the right to protect any or all of CFA Properties' trademarks at its own expense, including those listed above. CFA Properties may seek to enhance the protection of any of its intellectual property 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 Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending the trademarks, but we have no obligation to pay to you any damages or costs recovered in 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 Franchise Agreement, you must immediately cease all use of CFA Properties' trademarks.

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

#### **Item 14**

#### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

**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 franchised Chick-fil-A Restaurant business.

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 franchised Chick-fil-A Restaurant business.

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 Operators. The initial term of the license agreement is one year and then renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties patents.

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

Chick-fil-A has the sole right to protect and enforce any or all of CFA Properties' patents at Chick-fil-A's own expense, including the patent assets listed above. CFA Properties may protect its intellectual property 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 Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending patents, but we have no obligation to pay to you any damages and costs recovered in 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 Franchise Agreement, you must immediately cease all use of CFA Properties' patents and/or the inventions of patent applications.

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

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

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

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



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

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

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

#### **Item 15**

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

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

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

## **Item 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

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

You must offer all products that Chick-fil-A designates as required for all Operators. Chick-fil-A has the right to add additional products to those which you are required to sell.

## **Item 17**

### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

**Franchise Agreement (“FA”)**(The Franchise Agreement includes the attached Operator Lease(s). The Lease form is summarized separately in a table below. The Franchise Agreement and the Lease, and their respective summary tables, should be read together and considered as a whole.)

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term*	FA 2.1	Term terminates on the earlier of December 31 of year that Franchise Agreement is signed or when Lease expires if earlier.
b. Renewal or extension of term*	FA 2.2	Automatically extended for one-year periods unless written notice given at least 30 days prior to end of existing term by either party.
c. Requirements for franchisee to renew or extend	FA 2.3, 2.4	No requirements, but we can give you 30 days prior written notice of nonrenewal if you are in default, if an unresolved dispute exists regarding revenues or payments, if there has been an unauthorized transfer or attempt to transfer, you in your capacity as Operator or Operator-Owner have not devoted full time and best efforts to your franchised Chick-fil-A Restaurants or we have grounds to terminate. In addition, we reserve the right to change the terms and conditions of your Franchise Agreement by giving you written notice of the changes at least 45 days prior to end of the existing term.
d. Termination by franchisee	FA 24.2	Must give 30 days prior written notice to Chick-fil-A. You can also terminate if we fail to rebuild or restore your Chick-fil-A Restaurant premises after a fire or other casualty.

Provision	Section in franchise or other agreement	Summary
		See item d of the table below for the Lease.
e. Termination by franchisor without cause	FA 2.5, 24.2, 24.3, 24.4	We can terminate without cause upon 30 days prior written notice to you; or immediately upon written notice to you and payment of the greater of \$1,000 or an amount determined by a formula. We can also terminate immediately and without notice to you (i) within the first 90 days of the term without any payment; (ii) upon termination of the Lease for the site of your franchised Chick-fil-A Restaurant; or (iii) upon your death or permanent disability, in your capacity as Operator or Operator-Owner.
f. Termination by franchisor with cause	FA 24.1	We can terminate if you commit one of the listed defaults.
g. “Cause” defined – curable defaults	Not applicable	Not applicable.
h. “Cause” defined – non-curable defaults	FA 24.1	We can terminate if you subject Chick-fil-A, the Chick-fil-A Restaurants or the trademarks to public scandal; you or the Operator-Owner breach or threaten to breach any material duty or obligation under the Franchise Agreement, including the attached Lease(s), the Chick-fil-A operations and training manuals, any prime lease or ground lease, including the failure to pay any required payment; the Chick-fil-A Restaurant business is discontinued; you or Operator-Owner commit fraud, file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner’s respective property; you fail to comply with our policies, procedures, programs, operating standards and other standards and specifications; you or Operator-Owner fail to participate in or successfully complete the initial training program; you or Operator-Owner fail to comply with in-term covenant against competition; you or Operator-Owner open any franchised Chick-fil-A Restaurants on a Sunday or on Christmas Day; if you or Operator-Owner purport to assign the Franchise Agreement without our approval; or an event occurs which under applicable law is grounds for termination.
i. Franchisee’s obligations on termination/non-renewal	FA 24.5, 24.6, 24.8	The Lease automatically expires, and you must immediately vacate your Chick-fil-A Restaurant premises, return all equipment to Chick-fil-A, pay Chick-fil-A all sums due, cease to use all trademarks, patents, copyrights and any other intellectual property licensed to you, return all manuals and other information to Chick-fil-A and terminate all banking arrangements and credit card processing arrangements. You must also obey the terms of any covenant not to compete with Chick-fil-A and other obligations that survive termination or

Provision	Section in franchise or other agreement	Summary
		expiration of the Franchise Agreement.
j. Assignment of contract by franchisor	FA 21.4	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	FA 21.2	Includes any transfer or assignment of your Franchise Agreement or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.
l. Franchisor approval of transfer by franchisee	FA 21.1, 21.2, 21.3	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers.
m. Conditions for franchisor approval of transfer	FA 21.1	Conditions include the business entity must be newly organized and its organizational documents must state that its activities will be confined exclusively to operation of the Chick-fil-A Restaurant business; the name must not contain the term "Chick-fil-A" or "CFA" or any other marks licensed to you, or any derogatory or non-professional terms; you, individually, as the Operator-Owner, must own and control 100% of the ownership interests in the business entity and must be the sole director or sole member/manager and principal executive officer, as applicable; the formation and organizational documents and any equity ownership certificate must recite that the transfer of securities is restricted by the Franchise Agreement; you and the business entity must sign the applicable Assignment and Consent to Assignment Agreement attached as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company; you must provide us with copies of all governing documents, which must be reasonably satisfactory to us; you must maintain the business entity in good standing; and you, individually, as Operator-Owner, must continue to devote full time and personal best efforts to operating the Chick-fil-A Restaurant business.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	FA 2.5	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner

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

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

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

\* \* \* \* \*

**Lease** (To be read together with the Franchise Agreement which is summarized in the table above.)

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term*	Lease 2	Term terminates on the earlier of December 31 of year that Agreement is signed or when Franchise Agreement terminates or expires if earlier.
b. Renewal or extension of term*	Lease 2	Automatically extended for one-year periods unless written notice given at least 30 days prior to end of existing term by either party.
c. Requirements for franchisee to renew or extend	Lease 2	No requirements except that you cannot renew the Lease if you do not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. We reserve the right to change the terms and conditions of your Lease by giving you written notice of the changes at least 45 days prior to end of the existing term.
d. Termination by franchisee	Lease 6, 10	You do not have an express right to terminate the Lease, but as described in item d of the table above for the Franchise Agreement, you may terminate the Franchise Agreement by giving 30 days' prior written notice to Chick-fil-A, in which event the Lease will terminate immediately upon termination of the Franchise Agreement. You may also terminate the Franchise Agreement if we fail to rebuild or restore your Chick-fil-A Restaurant premises after a fire or other casualty, which will also simultaneously terminate the Lease.
e. Termination by franchisor without cause	Lease 2	We can terminate the Franchise Agreement without cause as described in item e of the table above for the Franchise Agreement, in which event the Lease will terminate immediately upon termination of the Franchise Agreement. The Lease will also automatically terminate immediately upon the expiration or termination of any prime lease or ground lease as well as or upon your death or permanent disability, in your capacity as Operator or Operator-Owner.
f. Termination by franchisor with cause	Lease 2, 4, 6, 10	We can terminate if you commit one of the listed defaults. The Lease terminates automatically or if we give written notice after the occurrence of certain events.
g. "Cause" defined – curable defaults	Lease 10	You have ten days to cure a default under the Lease, other than a non-payment default.
h. "Cause" defined – non-curable defaults	Lease 2, 4, 6, 10	Termination, expiration or revocation of the Franchise Agreement will terminate the Lease effective immediately,

Provision	Section in franchise or other agreement	Summary
		without any notice required. The Lease terminates automatically if your entire Chick-fil-A Restaurant premises are condemned under eminent domain or acquired in lieu of condemnation, and we may terminate the Lease by written notice if only a portion of the premises are condemned or acquired or if the premises are damaged by fire or other casualty. We can terminate effective immediately by giving notice to you if you default in making any payment due under the Lease, you or Operator-Owner purport to assign the Lease, sublet or allow a third-party to occupy the premises without consent, you or the Operator-Owner, as applicable, default under the Franchise Agreement or the Franchise Agreement expires, you or any of your officers, directors, members, employees, agents or contractors (including, the Operator-Owner, as applicable) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default under the prime lease, the ground lease or any title document (or any related document), you or Operator-Owner file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner's respective property or an involuntary petition is filed against you or Operator-Owner and not dismissed or stayed within 60 days, or you vacate or abandon the premises of the Chick-fil-A Restaurant business.
i. Franchisee's obligations on termination/non-renewal	Lease 10	You must immediately vacate your Chick-fil-A Restaurant premises and permit the peaceful possession of the premises by Chick-fil-A. Also see item i of the table above for the Franchise Agreement.
j. Assignment of contract by franchisor	Lease 14	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	Lease 14	Includes any transfer or assignment of the Lease or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.
l. Franchisor approval of transfer by franchisee	Lease 14	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers. See item l of the table above for the Franchise Agreement.
m. Conditions for franchisor approval of transfer	Lease 14	See item m of the table above for the Franchise Agreement.
n. Franchisor's right of first	Not	Not applicable.

Provision	Section in franchise or other agreement	Summary
refusal to acquire franchisee's business	applicable	
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	Lease 2	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner are unable to perform your respective obligations under the Franchise Agreement, the Lease will terminate automatically.
q. Non-competition covenants during the term of the franchise	Not applicable	See item q of the table above for the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	See item r of the table above for the Franchise Agreement.
s. Modification of the agreement	Lease 14, 2	The Lease may only be modified by the execution of a written agreement by Chick-fil-A, except use and enjoyment of the premises could be restricted or changed as a result of an amendment or modification by Chick-fil-A, including an amendment or modification to a prime lease, ground lease or title documents.
t. Integration/merger clause*	Lease 14	Only the terms of the Lease and the Franchise Agreement to which the Lease is attached are binding (subject to state law, see Exhibit "HG"). Any promises or statements not in the Lease (or the Franchise Agreement) or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	Lease 14	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit "HG").
w. Choice of law*	Lease 14	Georgia law applies (subject to state law, see Exhibit "HG").

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

\* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the Lease to address inconsistencies between the Lease 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 "HG" 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~~1,966 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 Licensed Units, which are operated by Chick-fil-A Licensees, and their annual sales volumes are not the subject of these financial performance representations.

As of December 31, ~~2014~~2015, approximately ~~1,545~~1,640 of the ~~1,595~~1,677 domestic Chick-fil-A Restaurants were being operated by Operators and ~~503~~7 of the ~~1,595~~1,677 domestic Chick-fil-A Restaurants were being operated by Chick-fil-A or its affiliates. Approximately ~~1,498~~1,583 of those ~~1,595~~1,677 domestic Chick-fil-A Restaurants had been open for at least one full calendar year as of December 31, ~~2014~~2015. Of these ~~1,498~~1,583 domestic Chick-fil-A Restaurants, 7 were "Satellite" locations, and their annual sales volumes are not the subject of these financial performance representations. The remaining ~~1,491~~1,576 domestic Chick-fil-A Restaurants 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.

Approximately ~~296~~290 of the ~~1,491~~1,576 domestic Chick-fil-A Restaurants that had been open for at least one full calendar year as of December 31, ~~2014~~2015 were located in malls and approximately ~~1,195~~1,286 of the ~~1,491~~1,576 domestic Chick-fil-A Restaurants that had been open for at least one full calendar year as of December 31, ~~2014~~2015 were located in non-mall environments (e.g., Free Standing Units ("FSUs") and Drive-Thru Only Units ("DTOs")).

In ~~2014~~2015, of the approximately ~~296~~290 domestic Chick-fil-A Restaurants located in malls that were open for at least one year as of December 31, ~~2014~~2015, approximately 31% had annual sales volumes less than \$1,300,000; approximately 35% had annual sales volumes between \$1,300,000 and \$1,800,000; and approximately 34% had annual sales volumes ~~less than \$1,200,000; approximately 33% had annual sales volumes between \$1,200,000 and \$1,700,000; and approximately 33% had annual sales volumes in excess of \$1,700,000; in excess of \$1,800,000.~~ In ~~2014~~2015, the average annual sales volume of domestic Chick-fil-A Restaurants located in malls that were open at least one year as of December 31, ~~2014~~2015 was ~~\$1,562,537~~1,687,265, with 120 of the ~~296~~290 or 41% that did as well or better than ~~\$1,562,537~~1,687,265 in annual sales. The highest and lowest annual sales volume for these domestic Chick-fil-A Restaurants located in malls in ~~2014~~2015 was ~~\$4,360,871~~5,071,744 and ~~\$636,004~~738,022 respectively.

In ~~2014~~2015, of the approximately ~~1,195~~1,286 domestic Chick-fil-A Restaurants located in non-mall environments that were open for at least one year as of December 31, ~~2014~~2015, approximately ~~34~~33% had annual sales volumes less than ~~\$3,600,000~~4,000,000; approximately ~~34~~32% had annual sales volumes between ~~\$3,600,000~~4,000,000 and ~~\$4,400,000~~4,800,000; and approximately ~~32~~35% had annual

sales volumes in excess of \$~~4,400,000~~4,800,000. In ~~2014~~2015, the average annual sales volume of domestic Chick-fil-A Restaurants located in non-mall environments that were open at least one year was \$~~4,051,100~~4,503,833, with ~~558,609~~ of the ~~1,195~~1,286 or 47% that did as well or better than \$~~4,051,100~~4,503,833 in annual sales. The highest and lowest sales volume in ~~2014~~2015 for these domestic Chick-fil-A Restaurants located in non-mall environments was \$~~7,931,575~~9,401,851 and \$~~1,710,992.20~~1,866,326, respectively.

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

The financial performance representations set forth above are based upon a total of ~~1,491~~1,576 domestic Chick-fil-A Restaurants that were open for at least one year as of December 31, ~~2014~~2015, of which ~~296,290~~ were located in malls and ~~1,195~~1,286 were located in non-mall environments. Both Chick-fil-A Restaurants located in malls and Chick-fil-A Restaurants located in non-mall environments are similar with respect to their operations and receive similar services from Chick-fil-A. Because Chick-fil-A Restaurants located in malls and Chick-fil-A Restaurants located in non-mall environments achieve generally different levels of financial performance, financial performance representations have been included for each type of restaurant in order to provide information relevant to prospective Operators.

Additionally, the financial performance representations set forth above have been derived from the financial reporting statements of both independent, franchised Operator and company-operated Chick-fil-A Restaurants in order to provide information relevant to a prospective Operator. Both company-operated Chick-fil-A Restaurants and Operator-operated Chick-fil-A Restaurants are similar with respect to their operations and financial performance from an annual sales volume perspective, and both receive similar services from Chick-fil-A.

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

**A NEW OPERATOR’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 Restaurants that supplied data used in preparing these financial performance representations will be made available to prospective franchisees 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 OPERATORS AND FORMER OPERATORS, SOME OF WHOM MAY BE LISTED IN ITEM 20.**

**THE SALES FIGURES SET FORTH ABOVE ARE AVERAGES OF SPECIFIC FRANCHISED AND COMPANY-OPERATED CHICK-FIL-A RESTAURANTS AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR POTENTIAL SALES THAT WILL BE REALIZED BY ANY CHICK-FIL-A RESTAURANT OPERATOR. NEITHER CHICK-FIL-A NOR ANY OTHER PERSON CAN GUARANTEE THE SUCCESS OF AN OPERATOR'S RESTAURANT, AND ADMONISHES THAT AN OPERATOR'S RESTAURANT MAY LOSE MONEY OR FAIL. CHICK-FIL-A DOES NOT REPRESENT, WARRANT, OR PROMISE THAT YOU CAN EXPECT TO ATTAIN THESE SALES.** Individual Operators are likely to experience annual sales volume variations. A Chick-fil-A Restaurant's physical location within any particular geographic area, a Chick-fil-A Restaurant's physical location among different geographic areas of the country, the operational skill and the management methods employed by an Operator, 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 Restaurant 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 and any Supplemental Information provided to you, as described above, Chick-fil-A does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. With regard to an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting 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 RESTAURANTS**

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

**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	<del>2012</del> <u>2013</u>	<del>226</del> <u>236</u>	<del>236</del> <u>251</u>	<del>+10</del> <u>+15</u>
	<del>2013</del>	<del>236</del>	<del>251</del>	<del>+15</del>
	2014	251	274	+23
	<u>2015</u>	<u>274</u>	<u>289</u>	<u>+15</u>
Company Owned	<del>2012</del> <u>2014</u>	0	0	0
	<del>2013</del> <u>2015</u>	0	0	0
	<del>2014</del> <u>2015</u>	0	0	0
	<del>2012</del> <u>2013</u>	<del>226</del> <u>236</u>	<del>236</del> <u>251</u>	<del>+10</del> <u>+15</u>
Total Outlets	<del>2013</del>	<del>236</del>	<del>251</del>	<del>+15</del>
	2014	251	274	+23
	<u>2015</u>	<u>274</u>	<u>289</u>	<u>+15</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 RESTAURANTS

State	Year	Number of Transfers
All States	<del>2012</del> 2013	0
	<del>2013</del>	<del>0</del>
	2014	0
	2015	<u>0</u>
Total	<del>2012</del> 2013	0
	<del>2013</del>	<del>0</del>
	2014	0
	2015	<u>0</u>

**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.

CHICK-FIL-A LICENSED UNITS

State	Year	Number of Transfers
All States	<del>2012</del> 2013	0
	<del>2013</del>	<del>0</del>
	2014	0
	2015	<u>0</u>
Total	<del>2012</del> 2013	0
	<del>2013</del>	<del>0</del>
	2014	0
	2015	<u>0</u>

**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.

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS ~~2012~~2013 TO ~~2014~~2015

## CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Open ed	Termin ations	Non-Ren ewals	Reacquire d by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
AL	<del>2012</del> 2013	<del>56</del> 55	<del>14</del>	0	0	<del>20</del>	0	<del>55</del> 59
	<del>2013</del>	<del>55</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>59</del>
	2014	59	6	0	0	5	0	60
	<del>2012</del> 2015	<del>19</del> 60	<del>0</del> 8	0	0	<del>23</del>	<del>0</del> 3	<del>17</del> 62
AZ	2013	17	10	0	0	3	1	23
	2014	23	4	0	0	1	0	26
	<del>2012</del> 2015	<del>17</del> 27	1	0	0	0	0	<del>18</del> 28
AR	2013	18	2	0	0	1	0	19
	2014	19	3	0	0	2	0	20
	<del>2012</del> 2015	<del>44</del> 20	<del>1</del> 60	0	0	<del>60</del>	0	<del>54</del> 20
CA	2013	54	10	0	0	0	1	63
	2014	63	13	0	0	7	0	69
	<del>2012</del> 2015	<del>27</del> 72	<del>2</del> 12	0	0	<del>14</del>	<del>0</del> 1	<del>28</del> 79
CO	2013	28	6	0	0	2	0	32
	2014	32	9	0	0	3	0	38
	2015	38	3	0	0	0	1	40
CT	<del>2012</del> 2013	0	0	0	0	0	0	0
	<del>2013</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
	2014	0	3	0	0	0	0	3
	2015	3	1	0	0	0	0	4
<del>DE</del> C	<del>2012</del> 2013	<del>50</del>	<del>10</del>	0	0	0	0	<del>60</del>
	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
<del>FL</del> E	2013	6	1	0	0	0	0	7
	2014	7	1	0	0	1	0	7
	<del>2012</del> 2015	<del>13</del> 77	<del>13</del> 1	<del>10</del>	0	<del>70</del>	0	<del>14</del> 28
<del>GA</del> L	2013	142	15	0	0	8	2	147
	2014	147	8	0	0	4	1	150
	<del>2012</del> 2015	<del>158</del> 15	<del>6</del> 17	<del>10</del>	0	<del>25</del>	<del>0</del> 2	<del>161</del> 16

	<u>5</u>	<u>0</u>						<u>0</u>
<u>GA</u>	2013	159	13	0	0	5	2	165
	2014	165	9	0	0	5	3	166
	<u>2015</u>	<u>166</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>5</u>	<u>1</u>	<u>172</u>
ID	<del>2012</del> <u>2013</u>	<del>13</del> <u>43</u>	<del>21</del> <u>1</u>	0	0	0	0	<del>34</del> <u>4</u>
	<del>2013</del>	<del>3</del>	<del>4</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>4</del>
	2014	4	1	0	0	1	0	4
	<u>2015</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>



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	<del>2012</del> 2013	<del>7</del> 12	<del>7</del> 6	0	0	<del>1</del> 2	<del>1</del> 0	<del>12</del> 16
	2013	12	6	0	0	2	0	16
	2014	17	8	0	0	2	0	23
	2015	23	7	0	0	5	0	25
IN	<del>2012</del> 2013	22	<del>24</del>	0	0	1	<del>1</del> 0	<del>22</del> 25
	<del>2013</del> 2014	<del>22</del> 24	<del>42</del>	0	0	1	0	25
	20142015	2425	24	0	0	12	0	2527
IA	<del>2012</del> 2013	<del>5</del> 7	<del>6</del> 1	0	0	<del>4</del> 0	0	<del>7</del> 8
	<del>2013</del> 2014	<del>7</del> 8	1	0	0	0	0	<del>8</del> 9
	20142015	89	13	0	0	02	0	910
KS	<del>2012</del> 2013	<del>5</del> 8	<del>4</del> 0	0	0	<del>1</del> 0	0	8
	2013	8	0	0	0	0	0	8
	2014	8	1	0	0	1	0	8
	2015	9	2	0	0	0	0	11
KY	<del>2012</del> 2013	<del>18</del> 19	2	0	0	<del>1</del> 0	0	<del>19</del> 21
	2013	19	2	0	0	0	0	21
	2014	21	1	0	0	2	1	19
	2015	19	6	0	0	2	0	23
LA	<del>2012</del> 2013	<del>24</del> 27	<del>4</del> 1	0	0	<del>1</del> 0	0	<del>27</del> 28
	<del>2013</del> 2014	<del>27</del> 28	<del>12</del>	0	0	<del>0</del> 1	0	<del>28</del> 29
	20142015	2829	2	0	0	12	0	29
MD	<del>2012</del> 2013	<del>54</del> 55	<del>5</del> 6	0	0	<del>1</del> 3	0	<del>55</del> 58
	<del>2013</del> 2014	<del>55</del> 58	<del>62</del>	0	0	<del>3</del> 0	0	<del>58</del> 60
	20142015	5860	24	0	0	03	0	6061
MA	<del>2012</del> 2013	2	0	0	0	0	0	2
	<del>2013</del> 2014	2	<del>0</del> 2	0	0	0	0	<del>2</del> 4

	<u>14</u>							
	<del>2014</del> <u>20</u> <u>15</u>	<del>24</del>	<del>20</del>	0	0	0	0	4
MN	<del>2012</del> <u>20</u> <u>13</u>	0	<del>04</del>	0	0	0	0	<del>04</del>
	<del>2013</del> <u>20</u> <u>14</u>	<del>04</del>	<del>40</del>	0	0	0	0	4
	<del>2014</del> <u>20</u> <u>15</u>	4	<del>01</del>	0	0	0	0	<del>45</del>
MS	<del>2012</del> <u>20</u> <u>13</u>	<del>17</del> <u>19</u>	<del>42</del>	0	0	<del>21</del>	0	<del>19</del> <u>20</u>
	<del>2013</del> <u>20</u> <u>14</u>	<del>19</del> <u>20</u>	2	0	0	<del>10</del>	0	<del>20</del> <u>22</u>
	<del>2014</del> <u>20</u> <u>15</u>	<del>20</del> <u>22</u>	<del>20</del>	0	0	0	0	22
MO	<del>2012</del>	<del>16</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>2</del>	<del>0</del>	<del>17</del>
	2013	17	4	0	0	2	0	19
	2014	19	4	0	0	2	0	21
	<u>2015</u>	<u>21</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>25</u>
NH	<u>2013</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2014</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>2</u>
	<u>2015</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Open ed	Termination s	Non-Ren ewals	Reacquire d by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
NH	<del>2012</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	<del>2013</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	<del>2014</del>	<del>1</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>0</del>	<del>2</del>
	<del>2012</del>	<del>0</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
NE	2013	2	0	0	0	0	0	2
	2014	2	1	0	0	0	0	3
	<del>2012</del> <u>2015</u>	<del>203</del> <u>31</u>	<del>31</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>30</del> <u>30</u>	<del>0</del> <u>0</u>	<del>204</del> <u>204</u>
<del>NJ</del> <u>NI</u>	2013	19	5	0	0	2	0	22
	2014	22	4	0	0	1	0	25
	<del>2012</del> <u>2015</u>	<del>325</del> <u>13</u>	<del>13</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>10</del> <u>10</u>	<del>0</del> <u>0</u>	<del>328</del> <u>328</u>
NM	<u>2013</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<del>2013</del> <u>2014</u>	<del>34</del> <u>10</u>	<del>10</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>4</del> <u>4</u>
	<del>2014</del> <u>2015</u>	<del>4</del> <u>03</u>	<del>03</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>47</del> <u>47</u>
	<del>2012</del>	<del>119</del>	<del>10</del>	<del>0</del>	<del>0</del>	<del>7</del>	<del>1</del>	<del>121</del>
<del>NC</del> <u>NC</u>	2013	121	3	0	0	2	0	122
	2014	122	6	0	0	4	0	124
	<del>2012</del> <u>2015</u>	<del>35124</del> <u>67</u>	<del>67</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>46</del> <u>46</u>	<del>0</del> <u>0</u>	<del>37125</del> <u>37125</u>
<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>0</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>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
OH	2013	38	5	0	0	5	1	37
	2014	37	2	0	0	1	0	38
	<u>2015</u>	<u>38</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>40</u>
OK	<del>2012</del> <u>2013</u>	<del>2221</del> <u>15</u>	<del>15</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>04</del> <u>41</u>	<del>20</del> <u>0</u>	<del>2122</del> <u>2224</u>
	<del>2013</del> <u>2014</u>	<del>2122</del> <u>53</u>	<del>53</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>41</del> <u>1</u>	<del>0</del> <u>0</u>	<del>2224</del> <u>2428</u>
	<del>2014</del> <u>2015</u>	<del>2224</del> <u>35</u>	<del>35</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>1</del> <u>5</u>	<del>0</del> <u>0</u>	<del>2428</del> <u>5254</u>
PA	<del>2012</del> <u>2013</u>	<del>5049</del> <u>26</u>	<del>26</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>23</del> <u>35</u>	<del>01</del> <u>10</u>	<del>5051</del> <u>5152</u>
	<del>2013</del> <u>2014</u>	<del>4951</del> <u>68</u>	<del>68</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>35</del> <u>5</u>	<del>10</del> <u>01</u>	<del>5152</del> <u>5254</u>
	<del>2014</del> <u>2015</u>	<del>5152</del> <u>68</u>	<del>68</del> <u>0</u>	<del>0</del> <u>0</u>	<del>0</del> <u>0</u>	<del>5</del> <u>01</u>	<del>01</del> <u>01</u>	<del>5254</del> <u>5254</u>
RI	<del>2012</del> <u>20</u>	0	0	0	0	0	0	0

	<u>13</u>							
RI	<del>2013</del> <u>2014</u>	0	<del>0</del> <u>1</u>	0	0	0	0	<del>0</del> <u>1</u>
	<del>2014</del> <u>2015</u>	<del>0</del> <u>1</u>	<del>1</del> <u>0</u>	0	0	0	0	1
SC	<del>2012</del>	<del>65</del>	<del>8</del>	<del>0</del>	<del>0</del>	<del>3</del>	<del>1</del>	<del>69</del>
	2013	69	3	0	0	1	1	70
	2014	69	6	0	0	3	1	71
	<del>2012</del> <u>2015</u>	<del>50</del> <u>71</u>	<del>6</del> <u>7</u>	0	0	3	<del>0</del> <u>1</u>	<del>53</del> <u>74</u>
<del>TN</del> TN	2013	53	5	0	0	2	0	56
	2014	56	2	0	0	0	1	57
	<u>2015</u>	<u>57</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>59</u>
TX	<u>2013</u>	<u>221</u>	<u>20</u>	<u>0</u>	<u>0</u>	<u>10</u>	<u>2</u>	<u>229</u>
	<u>2014</u>	<u>226</u>	<u>32</u>	<u>0</u>	<u>0</u>	<u>8</u>	<u>1</u>	<u>249</u>
	<u>2015</u>	<u>251</u>	<u>18</u>	<u>0</u>	<u>0</u>	<u>7</u>	<u>0</u>	<u>262</u>

CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Rene wals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
TX	<del>2012</del>	<del>211</del>	<del>25</del>	<del>0</del>	<del>0</del>	<del>12</del>	<del>0</del>	<del>224</del>
	<del>2013</del>	<del>221</del>	<del>20</del>	<del>0</del>	<del>0</del>	<del>10</del>	<del>2</del>	<del>229</del>
	<del>2014</del>	<del>226</del>	<del>32</del>	<del>0</del>	<del>0</del>	<del>8</del>	<del>1</del>	<del>249</del>
UT	<del>2012</del>	<del>13</del>	<del>4</del>	<del>1</del>	<del>0</del>	<del>2</del>	<del>1</del>	<del>13</del>
	2013	13	3	0	0	1	0	15
	2014	15	5	0	0	2	0	18
VA	<del>2012</del>	<del>85</del>	<del>18</del>	<del>4</del>	<del>0</del>	<del>21</del>	<del>0</del>	<del>87</del>
	2013	86	7	0	0	5	1	87
	2014	87	11	0	0	7	0	91
WA	<del>2012</del>	<del>13</del>	<del>22</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>15</del>
	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
WV	2013	15	0	0	0	0	1	14
	2014	13	2	0	0	0	0	15
	2015	15	1	0	0	1	0	15
WI	<del>2012</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	<del>2013</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	<del>2014</del>	<del>1</del>	<del>3</del>	<del>0</del>	<del>0</del>	<del>4</del>	<del>0</del>	<del>3</del>
WY	<del>2012</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	<del>2013</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
	<del>2014</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>
Totals	<del>2012</del>	<del>13</del>	<del>155</del>	<del>3</del>	<del>0</del>	<del>73</del>	<del>7</del>	<del>139</del>
	2013	14	168	0	0	63	13	146
	2014	15	172	0	0	72	8	154

**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).

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	<del>2012</del> 2013	0	0	0	0	0	0	0
	<del>2013</del> 2014	0	<del>0</del> 1	0	0	0	0	<del>0</del> 1
	<del>2014</del> 2015	<del>0</del> 1	<del>1</del> 0	0	0	0	0	1
AL	<del>2012</del> 2013	<del>9</del> 10	1	<del>0</del> 1	0	0	0	10
	<del>2013</del> 2014	10	1	<del>1</del> 0	0	0	0	<del>10</del> 11
	<del>2014</del> 2015	<del>10</del> 11	<del>1</del> 0	0	0	0	0	11
AZ	<del>2012</del> 2013	3	<del>0</del> 1	<del>0</del> 1	0	0	0	3
	<del>2013</del> 2014	<del>3</del> 4	<del>1</del> 0	<del>1</del> 0	0	0	0	<del>3</del> 4
	<del>2014</del> 2015	4	0	0	0	0	0	4
AR	<del>2012</del> 2013	<del>5</del> 6	<del>1</del> 2	0	0	0	0	<del>6</del> 8
	<del>2013</del> 2014	<del>6</del> 9	<del>2</del> 1	0	0	0	0	<del>8</del> 10
	<del>2014</del> 2015	<del>9</del> 10	<del>1</del> 0	0	0	0	0	10
CA	<del>2012</del> 2013	2	0	0	0	0	0	2
	<del>2013</del> 2014	2	<del>0</del> 1	<del>0</del> 1	0	0	0	2
	<del>2014</del> 2015	2	<del>1</del> 0	<del>1</del> 0	0	0	0	2
CO	<del>2012</del> 2013	1	0	0	0	0	0	1
	<del>2013</del> 2014	1	0	0	0	0	0	1
	<del>2014</del> 2015	1	0	<del>0</del> 1	0	0	0	<del>1</del> 0
DE	<del>2012</del> 2013	1	<del>0</del> 1	0	0	0	0	<del>1</del> 2
	<del>2013</del> 2014	<del>1</del> 2	<del>1</del> 0	0	0	0	0	2

	<u>4</u>							
	<del>2014</del> <u>201</u> <u>5</u>	2	0	0	0	0	0	2
DC	<del>2012</del> <u>201</u> <u>3</u>	1	0	0	0	0	0	1
	<del>2013</del> <u>201</u> <u>4</u>	1	0	0	0	0	0	1
	<del>2014</del> <u>201</u> <u>5</u>	1	0	0	0	0	0	1
FL	<del>2012</del> <u>201</u> <u>3</u>	<del>11</del> <u>12</u>	<del>1</del> <u>3</u>	0	0	0	0	<del>12</del> <u>15</u>
	<del>2013</del> <u>201</u> <u>4</u>	<del>12</del> <u>15</u>	3	0	0	0	0	<del>15</del> <u>18</u>
	<del>2014</del> <u>201</u> <u>5</u>	<del>15</del> <u>18</u>	3	0	0	0	0	<del>18</del> <u>21</u>
GA	<del>2012</del> <u>201</u> <u>3</u>	<del>21</del> <u>22</u>	<del>1</del> <u>2</u>	<del>0</del> <u>2</u>	0	0	0	22
	<del>2013</del> <u>201</u> <u>4</u>	22	<del>2</del> <u>3</u>	<del>2</del> <u>0</u>	0	0	0	<del>22</del> <u>25</u>
	<del>2014</del> <u>201</u> <u>5</u>	<del>22</del> <u>25</u>	3	0	0	0	0	<del>25</del> <u>28</u>
ID	<del>2012</del> <u>201</u> <u>3</u>	1	0	0	0	0	0	1
	<del>2013</del> <u>201</u> <u>4</u>	1	<del>0</del> <u>1</u>	0	0	0	0	<del>1</del> <u>2</u>
	<del>2014</del> <u>201</u> <u>5</u>	<del>1</del> <u>2</u>	1	0	0	0	0	<del>2</del> <u>3</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	<del>2012</del> 2013	<del>6</del> 8	<del>2</del> 0	<del>0</del> 1	0	0	0	<del>8</del> 7
	<del>2013</del> 2014	<del>8</del> 7	<del>0</del> 1	<del>1</del> 0	0	0	0	<del>7</del> 8
	<del>2014</del> 2015	<del>7</del> 8	<del>1</del> 0	0	0	0	0	8
IN	<del>2012</del> 2013	4	<del>0</del> 1	0	0	0	0	<del>4</del> 5
	<del>2013</del>	<del>4</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>5</del>
	2014	5	1	0	0	0	0	6
	<del>2015</del>	<del>6</del>	<del>0</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>5</del>
KS	<del>2012</del> 2013	4	0	0	0	0	0	4
	<del>2013</del> 2014	4	0	0	0	0	0	4
	<del>2014</del> 2015	4	<del>0</del> 1	0	0	0	0	<del>4</del> 5
KY	<del>2012</del> 2013	8	0	0	0	0	0	8
	<del>2013</del> 2014	8	0	0	0	0	0	8
	<del>2014</del> 2015	8	0	<del>0</del> 1	0	0	0	<del>8</del> 7
LA	<del>2012</del> 2013	6	0	0	0	0	0	6
	<del>2013</del> 2014	6	<del>0</del> 1	<del>0</del> 1	0	0	0	6
	<del>2014</del> 2015	6	<del>1</del> 0	<del>1</del> 0	0	0	0	6
MD	<del>2012</del> 2013	5	0	0	0	0	0	5
	<del>2013</del> 2014	5	<del>0</del> 1	0	0	0	0	<del>5</del> 6
	<del>2014</del> 2015	<del>5</del> 6	<del>1</del> 0	0	0	0	0	6
MI	<del>2012</del> 2013	1	0	0	0	0	0	1
	<del>2013</del> 2014	1	0	0	0	0	0	1
	<del>2014</del> 2015	1	<del>0</del> 1	0	0	0	0	<del>1</del> 2
MN	<del>2012</del> 2013	<del>2</del> 3	<del>1</del> 0	0	0	0	0	3

	<del>2013</del> <u>2013</u>							
	<del>2013</del> <u>2014</u>	3	0	0	0	0	0	3
	<del>2014</del> <u>2015</u>	3	0	0	0	0	0	3
MS	<del>2012</del> <u>2013</u>	<del>5</del> <u>6</u>	1	0	0	0	0	<del>6</del> <u>7</u>
	<del>2013</del> <u>2014</u>	<del>6</del> <u>7</u>	<del>1</del> <u>0</u>	0	0	0	0	7
	<del>2014</del> <u>2015</u>	7	0	0	0	0	0	7
MO	<del>2012</del> <u>2013</u>	5	<del>0</del> <u>1</u>	0	0	0	0	<del>5</del> <u>6</u>
	<del>2013</del> <u>2014</u>	<del>5</del> <u>6</u>	<del>1</del> <u>0</u>	0	0	0	0	6
	<del>2014</del> <u>2015</u>	6	0	0	0	0	0	6
NE	<del>2012</del> <u>2013</u>	2	0	0	0	0	0	2
	<del>2013</del> <u>2014</u>	2	0	0	0	0	0	2
	<del>2014</del> <u>2015</u>	2	0	0	0	0	0	2

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	<del>2012</del> <u>2013</u>	1	0	0	0	0	0	1
	<del>2013</del> <u>2014</u>	1	0	0	0	0	0	1
	<del>2014</del> <u>2015</u>	1	0	0	0	0	0	1
NM	<del>2012</del> <u>2013</u>	2	0	0	0	0	0	2
	<del>2013</del> <u>2014</u>	2	0	0	0	0	0	2
	<del>2014</del> <u>2015</u>	2	0	0	0	0	0	2
NY	<del>2012</del> <u>2013</u>	1	0	0	0	0	0	1
	<del>2013</del> <u>2014</u>	1	0	0	0	0	0	1
	<del>2014</del> <u>2015</u>	1	0	0	0	0	0	1
NC	<del>2012</del> <u>2013</u>	23	<del>0</del> <u>1</u>	<del>0</del> <u>4</u>	0	0	0	<del>23</del> <u>20</u>
	<del>2013</del> <u>2014</u>	<del>23</del> <u>20</u>	<del>4</del> <u>0</u>	<del>4</del> <u>0</u>	0	0	0	20
	<del>2014</del> <u>2015</u>	20	<del>0</del> <u>1</u>	0	0	0	0	<del>20</del> <u>21</u>
OH	<del>2012</del> <u>2013</u>	1	<del>0</del> <u>1</u>	0	0	0	0	<del>1</del> <u>2</u>
	<del>2013</del> <u>2014</u>	<del>1</del> <u>2</u>	1	0	0	0	0	<del>2</del> <u>3</u>
	<del>2014</del> <u>2015</u>	<del>2</del> <u>3</u>	1	0	0	0	0	<del>3</del> <u>4</u>
OK	<del>2012</del> <u>2013</u>	<del>10</del> <u>9</u>	0	<del>4</del> <u>0</u>	0	0	0	9
	<del>2013</del> <u>2014</u>	9	<del>0</del> <u>1</u>	0	0	0	0	<del>9</del> <u>10</u>
	<del>2014</del> <u>2015</u>	<del>9</del> <u>10</u>	<del>4</del> <u>0</u>	0	0	0	0	10
PA	<del>2012</del> <u>2013</u>	8	0	0	0	0	0	8
	<del>2013</del> <u>2014</u>	8	0	0	0	0	0	8
	<del>2014</del> <u>2015</u>	8	<del>0</del> <u>1</u>	0	<del>0</del>	0	0	<del>8</del> <u>9</u>

SC	<del>2012</del> <u>2013</u>	<del>7</del> <u>9</u>	<del>2</del> <u>0</u>	0	0	0	0	9
	<del>2013</del> <u>2014</u>	9	<del>0</del> <u>2</u>	0	0	0	0	<del>9</del> <u>11</u>
	<del>2014</del> <u>2015</u>	<del>9</del> <u>11</u>	<del>2</del> <u>0</u>	0	0	0	0	11
SD	<del>2012</del> <u>2013</u>	0	<del>0</del> <u>1</u>	0	0	0	0	<del>0</del> <u>1</u>
	<del>2013</del> <u>2014</u>	<del>0</del> <u>1</u>	1	0	0	0	0	<del>1</del> <u>2</u>
	<del>2014</del> <u>2015</u>	<del>1</del> <u>2</u>	<del>1</del> <u>0</u>	0	0	0	0	2
TN	<del>2012</del> <u>2013</u>	<del>13</del> <u>15</u>	<del>2</del> <u>1</u>	0	0	0	0	<del>15</del> <u>16</u>
	<del>2013</del> <u>2014</u>	<del>15</del> <u>16</u>	<del>14</del> <u>14</u>	<del>0</del> <u>1</u>	0	0	0	<del>16</del> <u>19</u>
	<del>2014</del> <u>2015</u>	<del>16</del> <u>19</u>	<del>4</del> <u>0</u>	<del>1</del> <u>2</u>	0	0	0	<del>19</del> <u>17</u>
TX	<del>2012</del> <u>2013</u>	39	<del>2</del> <u>6</u>	<del>2</del> <u>0</u>	0	0	0	<del>39</del> <u>45</u>
	2013	39	6	0	0	0	0	45
	2014	44	3	0	0	0	0	47
	2015	47	6	1	0	0	0	52

# 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	<del>2012</del> 2013	0	<del>0</del> 1	0	0	0	0	<del>0</del> 1
	<del>2013</del> 2014	<del>0</del> 1	<del>1</del> 0	0	0	0	0	1
	<del>2014</del> 2015	1	<del>0</del> 1	0	0	0	0	<del>1</del> 2
VA	<del>2012</del> 2013	<del>15</del> 14	<del>1</del> 0	<del>2</del> 0	0	0	0	14
	<del>2013</del>	<del>14</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>14</del>
	2014	14	0	1	0	0	0	13
	<del>2015</del>	<del>13</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>15</del>
WV	<del>2012</del> 2013	2	0	0	0	0	0	2
	<del>2013</del> 2014	2	0	0	0	0	0	2
	<del>2014</del> 2015	2	0	0	0	0	0	2
Totals	<del>2012</del> 2013	<del>226</del> 236	<del>15</del> 24	<del>5</del> 9	0	0	0	<del>236</del> 251
	<del>2013</del>	<del>236</del>	<del>24</del>	<del>9</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>251</del>
	2014	251	27	4	0	0	0	274
	<del>2015</del>	<del>274</del>	<del>21</del>	<del>6</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>289</del>

## 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).

TABLE NO. 4

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

## CHICK-FIL-A RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee s	Outlets Closed	Outlets Sold to Franchisee s	Outlets at End of the Year
AL	<del>2012</del> 2013	1	0	<del>2</del> 0	<del>1</del> 0	1	<del>1</del> 0
	<del>2013</del> 2014	<del>1</del> 0	0	<del>0</del> 5	0	<del>1</del> 3	<del>0</del> 2
	2014	0	0	5	0	3	2
AZ	<del>2012</del>	0	0	<del>2</del>	<del>0</del>	<del>0</del>	<del>2</del>
	<del>2013</del> 2015	2	0	<del>4</del> 6	0	6	<del>1</del> 2
AZ	<del>2014</del> 2013	<del>1</del> 2	0	<del>1</del> 4	0	<del>1</del> 6	1
	2014	1	0	1	0	1	1
	2015	0	0	0	0	0	0
AR	<del>2012</del> 2013	<del>2</del> 1	0	<del>0</del> 1	0	<del>1</del> 2	<del>1</del> 0
	<del>2013</del> 2014	<del>1</del> 0	0	<del>1</del> 2	0	2	0
	<del>2014</del> 2015	0	0	<del>2</del> 0	0	<del>2</del> 0	0
CA	<del>2012</del> 2013	2	0	<del>6</del> 1	<del>2</del> 1	<del>4</del> 1	<del>2</del> 1
	<del>2013</del>	<del>2</del>	0	<del>1</del>	<del>1</del>	<del>1</del>	<del>1</del>
	2014	1	0	7	0	5	3
	2015	0	0	5	0	5	0
CO	<del>2012</del> 2013	<del>1</del> 0	0	<del>1</del> 2	0	<del>2</del> 1	<del>0</del> 1
	<del>2013</del>	0	0	<del>2</del>	<del>0</del>	<del>1</del>	<del>1</del>
	2014	1	0	3	1	2	1
	2015	1	0	1	0	1	1
DE	<del>2012</del> 2013	<del>1</del> 0	0	0	<del>1</del> 0	0	0
	<del>2013</del> 2014	0	0	<del>0</del> 1	0	0	<del>0</del> 1
	<del>2014</del> 2015	<del>0</del> 1	0	<del>1</del> 0	0	<del>0</del> 1	<del>1</del> 0
FL	<del>2012</del> 2013	<del>5</del> 6	0	<del>8</del> 10	<del>2</del> 0	<del>5</del> 10	6

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee s	Outlets Closed	Outlets Sold to Franchisee s	Outlets at End of the Year
	<del>2013</del>	<del>6</del>	<del>0</del>	<del>10</del>	<del>0</del>	<del>10</del>	<del>6</del>
	2014	6	0	5	0	4	7
	<del>2015</del>	<del>7</del>	<del>0</del>	<del>7</del>	<del>2</del>	<del>9</del>	<del>3</del>
GA	<del>2012</del> <del>2013</del>	<del>32</del>	0	<del>37</del>	<del>12</del>	<del>56</del>	<del>01</del>
	<del>2013</del>	<del>2</del>	<del>0</del>	<del>7</del>	<del>2</del>	<del>6</del>	<del>1</del>
	2014	1	0	8	1	7	1
	<del>2015</del>	<del>1</del>	<del>0</del>	<del>5</del>	<del>0</del>	<del>5</del>	<del>1</del>
ID	<del>2012</del> <del>2013</del>	0	0	0	0	0	0
	<del>2013</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>
	2014	0	0	1	0	0	1
	<del>2015</del>	<del>1</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>0</del>
IL	<del>2012</del> <del>2013</del>	<del>01</del>	0	2	0	<del>10</del>	<del>13</del>
	<del>2013</del>	<del>1</del>	<del>0</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>3</del>
	2014	2	0	2	0	2	2
	<del>2015</del>	<del>2</del>	<del>0</del>	<del>5</del>	<del>1</del>	<del>5</del>	<del>1</del>
IN	<del>2012</del> <del>2013</del>	1	0	<del>21</del>	0	<del>21</del>	1
	<del>2013</del>	<del>1</del>	<del>0</del>	<del>1</del>	<del>0</del>	<del>1</del>	<del>1</del>
	2014	2	0	1	0	1	2
	<del>2015</del>	<del>2</del>	<del>0</del>	<del>2</del>	<del>0</del>	<del>3</del>	<del>1</del>
IA	<del>2012</del> <del>2013</del>	<del>12</del>	0	<del>40</del>	0	<del>31</del>	<del>21</del>
	<del>2013</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>1</del>	<del>1</del>
	2014	1	0	0	1	0	0
	<del>2015</del>	<del>0</del>	<del>0</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>2</del>

~~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 Franchisee s</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 Franchisee s	Outlets at End of the Year
KS	2012	0	0	1	0	1	0
	2013	0	0	0	0	0	0
	2014	0	0	1	0	0	1
KY	2012	1	0	1	0	2	0
	2013	0	0	0	0	0	0
	2014	0	0	3	0	1	2
LA	2012	3	0	1	0	3	1
	2013	1	0	0	1	0	0
	2014	0	0	1	0	0	1
MD	2012	1	0	1	1	1	0
	2013	0	0	3	0	3	0
	2014	0	0	0	0	0	0
MA	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0
	2014	0	0	0	0	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	<del>2012</del>	<del>1</del>	<del>0</del>	<del>2</del>	<del>0</del>	<del>1</del>	<del>2</del>
OK	2013	2	0	4	<del>1</del> 0	3	2
	2014	2	0	1	0	2	1
	<del>2012</del> 2015	<del>0</del> 1	0	<del>2</del> 1	0	1	1
PA	2013	2	0	4	1	2	3
	2014	3	0	5	0	5	3
	<del>2012</del> 2015	<del>7</del> 3	0	<del>4</del> 6	2	<del>7</del> 5	2
SC	2013	2	0	2	2	2	0
	2014	1	0	4	0	3	2
	<del>2012</del> 2015	<del>1</del> 2	0	<del>3</del> 4	1	<del>1</del> 4	<del>2</del> 1
TN	2013	2	0	2	1	2	1
	2014	1	0	1	0	1	1
	<del>2012</del> 2015	<del>5</del> 1	0	<del>1</del> 22	<del>1</del> 0	<del>1</del> 13	<del>5</del> 0
TX	2013	8	0	12	2	10	8
	2014	11	0	9	0	14	6
	<del>2012</del> 2015	<del>1</del> 4	0	<del>4</del> 9	<del>0</del> 1	<del>3</del> 8	<del>2</del> 4
UT	2013	2	0	1	0	1	2
	2014	2	0	2	1	0	3
	<del>2012</del> 2015	<del>2</del> 3	0	<del>2</del> 1	0	1	3
VA	2013	4	0	6	1	3	6
	2014	6	0	7	1	7	5
	<del>2012</del> 2015	<del>2</del> 4	0	<del>0</del> 4	<del>0</del> 2	<del>2</del> 4	<del>0</del> 2
WV	2013	0	0	1	0	0	1
	2014	2	0	0	0	2	0
	<del>2012</del> 2015	0	0	<del>0</del> 1	0	<del>0</del> 1	0
WI	2013	0	0	0	0	0	0
	2014	0	0	1	0	0	1
	<del>2012</del> 2015	<del>0</del> 1	0	<del>0</del> 1	0	<del>0</del> 1	<del>0</del> 1
WY	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	<del>2012</del> 2015	<del>4</del> 50	0	<del>8</del> 31	<del>1</del> 70	<del>7</del> 10	<del>4</del> 01
Total s	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. 4

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	<del>2012</del> 2013	0	0	0	0	0	0
	<del>2013</del> 2014	0	0	0	0	0	0
	<del>2014</del> 2015	0	0	0	0	0	0
Totals	<del>2012</del> 2013	0	0	0	0	0	0
	<del>2013</del> 2014	0	0	0	0	0	0
	<del>2014</del> 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.

TABLE NO. 5

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	<del>4</del> 0	2	0
Arizona	0	2	0
Arkansas	0	<del>0</del> 1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
California	<del>3</del> <u>1</u>	<del>8</del> <u>5</u>	0
Colorado	1	<del>3</del> <u>2</u>	0
Connecticut	<del>4</del> <u>0</u>	<del>4</del> <u>2</u>	0
Delaware	0	<del>0</del> <u>1</u>	0
District of Columbia	0	<del>4</del> <u>0</u>	0
Florida	<del>2</del> <u>0</u>	<del>8</del> <u>3</u>	0
Georgia	<del>4</del> <u>0</u>	<del>4</del> <u>3</u>	0
Idaho	0	0	0
Illinois	<del>0</del> <u>3</u>	<del>3</del> <u>5</u>	0
Indiana	0	<del>0</del> <u>1</u>	0
Iowa	<del>0</del> <u>1</u>	3	0
Kansas	<del>4</del> <u>0</u>	<del>2</del> <u>1</u>	0
Kentucky	0	<del>2</del> <u>3</u>	0
Louisiana	0	<del>0</del> <u>1</u>	0
Maine	<u>0</u>	<u>1</u>	<u>0</u>
Maryland	0	<del>4</del> <u>2</u>	0
Massachusetts	<del>0</del> <u>1</u>	<del>0</del> <u>3</u>	0
Michigan	<u>0</u>	<u>1</u>	<u>0</u>
Minnesota	<del>0</del> <u>1</u>	<del>4</del> <u>3</u>	0
Missouri	<del>0</del> <u>1</u>	<del>4</del> <u>1</u>	0
Nebraska	<del>0</del> <u>1</u>	<del>4</del> <u>3</u>	0
New Hampshire	0	0	0
New Jersey	<del>0</del> <u>1</u>	<del>2</del> <u>1</u>	0
New Mexico	<del>0</del> <u>1</u>	2	0
New York	0	<del>2</del> <u>4</u>	0
North Carolina	0	<del>3</del> <u>2</u>	0
Ohio	0	<del>4</del> <u>0</u>	0
Oklahoma	<del>4</del> <u>0</u>	<del>4</del> <u>1</u>	0
Oregon	<u>2</u>	<u>2</u>	<u>0</u>
Pennsylvania	<del>0</del> <u>3</u>	3	0
Rhode Island	0	0	0
South Carolina	1	<del>3</del> <u>1</u>	0
Tennessee	0	<del>4</del> <u>0</u>	0
Texas	3	<del>4</del> <u>2</u> <u>20</u>	0
Utah	<del>4</del> <u>0</u>	1	0
Virginia	<del>4</del> <u>0</u>	<del>5</del> <u>4</u>	0
Washington	<del>4</del> <u>0</u>	<del>3</del> <u>1</u>	0
West Virginia	0	1	0
Wisconsin	<u>2</u>	<u>3</u>	<u>0</u>
Wyoming	0	<del>4</del> <u>0</u>	0
Total	<del>48</del> <u>23</u>	<del>90</del> <u>95</u>	0

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

State	City	Name (Last, First)	Street Address	Current Business Phone
AL	Birmingham	Fielder, Brent	5375 Hwy. 280	<a href="mailto:03378@chick-fil-a.com">03378@chick-fil-a.com</a>
CA	Esecondido	Ciervo, Jordan	1290 Auto Park Way	760-738-9200
CA	Freemont	Kosin, Daniel	5245 Mowry Ave.	510-608-5771
CA	Fresno	Marthedal, Peter	765 E. Shaw Ave.	559-226-1967
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	Henckel, 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.	<a href="mailto:03142@chick-fil-a.com">03142@chick-fil-a.com</a>
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 <sup>th</sup> Ave. NE	<a href="mailto:03299@chick-fil-a.com">03299@chick-fil-a.com</a>

State	City	Name (Last, First)	Street Address	Current Business Phone
CA	Sacramento	Mason, Eric	4644 Madison Ave.	916-344-0100
CO	Denver	Sutton, Jason	3601 Quebec St.	303-355-2221
IA	Waterloo	Edge, Mitchel	1331 Flammang Dr.	319-233-0274
IL	Countryside	Hunter, Nathan	6007 S. La Grange Rd.	708-482-7525
IL	Gurnee	Lark, Lamarr	W. Grand Avenue and N. Hunt Club Rd.	<a href="mailto:02976@chick-fil-a.com">02976@chick-fil-a.com</a>
IL	Springfield	Wade, Katherine	2431 Wabash Ave.	217-546-2000
MA	Framingham	Parker, Mark	1 Worcester Rd.	508-875-0405
MN	Blaine	Krebs, Eric	595 Northtown Dr. NE	763-786-4478
MO	Saint Louis	Torres, Christopher	4125 Lemay Ferry Rd.	<a href="mailto:03499@chick-fil-a.com">03499@chick-fil-a.com</a>
NE	Omaha	Douan, Edward	12310 W. Dodge Rd.	412-884-6577
NJ	Flemington	Reep, Ryan	287 US Highway 202/31 S.	908-237-2697
NM	Albuquerque	Sersun, Kenneth	210 Eubank Blvd. SE	505-292-9190
OR	Clackamas	Davis, Brian	12520 SE 93rd Ave.	<a href="mailto:03485@chick-fil-a.com">03485@chick-fil-a.com</a>
OR	Hillsboro	Hogan, Brian	2865 NW Town Center	<a href="mailto:03489@chick-fil-a.com">03489@chick-fil-a.com</a>

<u>State</u>	<u>City</u>	<u>Name (Last, First)</u>	<u>Street Address</u>	<u>Current Business Phone</u>
			<u>Dr.</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</u> <u>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</u> <u>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</u> <u>Way</u>	<u>414-571-0048</u>

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

TABLE NO. 5

PROJECTED OPENINGS  
AS OF DECEMBER 31, ~~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
<a href="#">Arizona</a>	<u>0</u>	<u>1</u>	<u>0</u>
<a href="#">Arkansas</a>	<u>0</u>	<u>1</u>	<u>0</u>
<a href="#">Colorado</a>	<u>0</u>	<u>2</u>	<u>0</u>
Florida	0	<del>4</del> 2	0
Georgia	0	<del>3</del> 1	0
<del>Idaho</del>	<del>0</del>	<del>1</del>	<del>0</del>
Illinois	0	1	0
<del>Kansas</del> <a href="#">Indiana</a>	0	<del>1</del> 2	0
Maryland	0	<del>2</del> 3	0
<del>Michigan</del> <a href="#">Missouri</a>	0	<del>1</del> 2	0
New <del>Jersey</del> <a href="#">York</a>	0	1	0
North Carolina	0	<del>1</del> 3	0
Ohio	0	<del>1</del> 2	0
<del>Tennessee</del> <a href="#">Oklahoma</a>	0	<del>1</del> 2	0
<a href="#">Pennsylvania</a>	<u>0</u>	<u>3</u>	<u>0</u>
<a href="#">South Carolina</a>	<u>0</u>	<u>3</u>	<u>0</u>
Texas	0	6	0
<del>Virginia</del>	<del>0</del>	<del>2</del>	<del>0</del>
Total	0	<del>25</del> 35	0

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

A list of the names of all Operators and the addresses and telephone numbers of their Chick-fil-A Restaurants as of December 31, ~~2014~~2015 are listed in Exhibit “E” to this Disclosure Document. Chick-fil-A owned and operated restaurants are also included in this list and are identified by the designation “TMP.” Also included in Exhibit “E” is a list of Licensees and the addresses and telephone numbers of their outlets as of December 31, ~~2014~~2015. See Item 1 for description of, and differences between, the Operator Chick-fil-A Restaurants and Licensed Units. A list of the names, city and state, and business telephone number (or, if unknown, the last known telephone number) of every Operator who has had a Chick-fil-A Restaurant business terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year ~~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 franchise being offered relates to a franchised Chick-fil-A Restaurant business that is a company or affiliate-owned Chick-fil-A Restaurant unit that was previously a franchised outlet, Chick-fil-A will provide you with a Supplemental Item 20 Disclosure regarding the Chick-fil-A

Restaurant unit's past five years of operation. The Supplemental Item 20 Disclosure will list the name, city and state, and current business phone number of each previous owner of the Chick-fil-A Restaurant unit during the prior five year period, the beginning and ending date of each person's respective ownership of the franchised Chick-fil-A Restaurant business, the reason for each change in ownership, and when Chick-fil-A retained control of the Chick-fil-A Restaurant unit.

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

## **Item 21**

### **FINANCIAL STATEMENTS**

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

## **Item 22**

### **CONTRACTS**

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

EXHIBIT "B"	Franchise Agreement
	<u>Exhibits to Franchise Agreement</u>
EXHIBIT "A"	Lease for Initial Business
EXHIBIT "B"	Chick-fil-A Trademarks
EXHIBIT "C"	Chick-fil-A Menu Offerings
EXHIBIT "D-1"	Additional Business Amendment (Sole Proprietorship)
EXHIBIT "D-2"	Additional Business Amendment (Business Entity)
EXHIBIT "B-1"	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT "B-2"	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "G"	<del>Form of Promissory Note</del> EXHIBIT "H" State Addenda and Agreement Amendments

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



### **Item 23**

#### **RECEIPTS**

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

® All trademarks are the property of their respective owners.

**EXHIBIT “A”**

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

## LIST OF STATE ADMINISTRATORS

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

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

**EXHIBIT “B”**

**FRANCHISE AGREEMENT**

# FRANCHISE AGREEMENT

(Chick-fil-A Operator)

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

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

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Assistant Secretary

(CORPORATE SEAL)

The "Operator"

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

"Initial Business"

Chick-fil-A at \_\_\_\_\_  
(store name & number)

address \_\_\_\_\_  
city, state \_\_\_\_\_

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

Additional terms and conditions of this Agreement begin on the following page. This Agreement also contains four (4) attached exhibits ("A", "B", "C" and "D").

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**WITNESSETH:**

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

**WHEREAS**, Chick-fil-A desires to license and grant the Operator the rights necessary to own and operate a franchise regarding one or more restaurant businesses under certain valuable trade names, service marks and trademarks, including the trade name “Chick-fil-A,” and the Operator desires to own and operate each such restaurant business pursuant to the franchise granted herein, all subject to the terms and conditions hereinafter set forth;

**WHEREAS**, Chick-fil-A’s license and grant to the Operator of the rights necessary to own and operate a franchise pursuant to the terms and conditions hereinafter set forth is part of a set of rights being granted by Chick-fil-A to the Operator under this Agreement to operate each such restaurant business pursuant to the franchise granted herein; and

**WHEREAS**, the license and rights granted by Chick-fil-A to the Operator to operate each such restaurant business are expressly set forth in this Agreement, including any Operator lease(s) which is attached hereto as an Exhibit, incorporated herein and made a part hereof by reference.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

**SECTION 1 – DEFINITIONS**

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

(a) **“Additional Business”** shall mean any quick-service food Business, other than the Initial Business, to be operated at the Site set forth on the Additional Business Amendment (the forms of which are attached hereto as Exhibit “D”) completed for such quick-service food Business pursuant to Section 2.6 below;

(b) **“Businesses”** shall mean, collectively, the Initial Business and any Additional Business(es); “Business” shall mean any one of the Businesses;

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

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

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

(f) **“Initial Business”** shall mean that certain quick-service food Business to be operated at the address listed on the cover page of this Agreement;

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

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

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

(j) **“Minimum Standards”** shall mean those certain levels and specifications of product quality, cleanliness,

sanitation, operation and all other aspects of Restaurant operations as would be achieved by a Restaurant that was operated with strict adherence to, and in every respect in conformance with, the Guidelines, the Methods, and all other operating standards, policies and programs established by Chick-fil-A for the uniform operation of Restaurants within the System;

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

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

(m) **“Restaurants”** shall mean, individually and collectively, all quick-service food businesses, including the Businesses, now or hereafter operated under the “Trade Name” (as defined below) which are part of the System;

(n) **“Site”** with respect to a particular Business shall mean the premises where the Operator is licensed by this Agreement, including any Operator lease(s) by Chick-fil-A to the Operator which is attached hereto as an Exhibit, to operate the Business, with such premises to be either: (i) owned by Chick-fil-A; (ii) leased by Chick-fil-A pursuant to a prime lease (a “Prime Lease”); or (iii) leased by Chick-fil-A pursuant to a ground lease (a “Ground Lease”), with Chick-fil-A owning the building located on the premises subject to the Ground Lease. Any Prime Lease or Ground Lease, as the case may be from time to time, for the Site of the Initial Business, shall be attached to the Operator’s lease for the Initial Business which is attached hereto as Exhibit “A”, incorporated herein and made a part hereof by this reference (the “Lease”). The parties shall attach any Prime Lease or Ground Lease applicable to the Site of any Additional Business to the applicable Operator’s lease for such Additional Business (also a “Lease” under this Agreement), which Lease shall be attached as Exhibit “1” to the applicable Additional Business Amendment, incorporated herein and made a part hereof by this reference. “Sites” shall mean more than one Site.

(o) **“System”** shall mean the comprehensive restaurant system developed and operated by Chick-fil-A for the on-going conceptualization, development, operation, marketing and franchising of a branded network of Chick-fil-A Restaurants which have been selected and developed by Chick-fil-A for the sale of the Products, and includes proprietary rights in the Intellectual Property, designs and color schemes for restaurant buildings and build-outs, signs, equipment layouts, methods of

Product and Ingredient sourcing and supply, inventory and operation, and the Guidelines, the Methods, and other operating standards, policies and programs established by Chick-fil-A from time to time for the uniform operation of Chick-fil-A Restaurants within the System; and

(p) **“Trade Name”** shall mean the trade name “Chick-fil-A.”

Capitalized terms defined and used herein shall have the meanings ascribed to them in this Agreement. Capitalized terms used but not defined herein and defined in the Lease applicable to such Business shall have the meanings ascribed to them in such Lease.

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

## SECTION 2 – TERM AND ADDITIONAL BUSINESSES

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

(a) the initial term of this Agreement with respect to the Initial Business shall begin on the date hereof and shall end on the thirty-first (31st) day of December of the year hereof; and

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

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

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

2.3 Notwithstanding anything to the contrary contained in this Agreement, Chick-fil-A, in the exercise of its sole and exclusive business judgment, may not renew this Agreement as to one or more or all of the Businesses upon giving written notice to the Operator at least thirty (30) days prior to the end of such Agreed Term, without any further obligation or liability to the Operator, if any one or more of the following events or circumstances should occur with respect to the Operator or any one or more of the Businesses: (i) the Operator has been placed on notice of the existence of a material default under this Agreement, and the default remains uncured at the end of such calendar year; (ii) the Operator has been placed on written notice during such calendar year of the existence of a dispute regarding revenues or payments (including, without limitation, as to fees, charges, expenses, draws, disbursements or distributions), and the dispute remains unresolved at the end of such calendar year; (iii) there has been an unauthorized transfer or attempt at transfer

as defined or otherwise prohibited under this Agreement; (iv) the Operator (or, as applicable, the Operator-Owner) has failed or been unable during such calendar year to devote full time and personal best efforts to the operation of the Businesses as required under this Agreement; or (v) any other event occurs which is grounds for terminating this Agreement pursuant to Section 24.

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

2.5 Notwithstanding anything herein to the contrary:

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

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

2.6 Chick-fil-A from time to time may, but is not obligated to, offer to the Operator a license to operate one or more additional Restaurants. The Site and Agreed Term of such proposed Additional Business shall be set forth on an Additional Business Amendment. Any rental obligations of the Operator with respect to any Additional Business shall be attached to the Lease for that Additional Business which shall be attached as Exhibit "1" to such Additional Business Amendment. Such completed Additional Business Amendment, including the Lease attached as Exhibit "1" and any other exhibits thereto, when executed by the Operator and Chick-fil-A, shall be attached to, be an amendment of and shall constitute a part of this Agreement.

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

### **SECTION 3 – INITIAL AND ADDITIONAL FRANCHISE FEES**

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

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

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

### **SECTION 4 – BUSINESS OPERATION**

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

4.2 Chick-fil-A hereby licenses and grants to the Operator, and the Operator hereby accepts, the right and limited license to use the Marks and Methods, but only in connection with each Business during its Agreed Term and only in accordance with the terms and conditions of this Agreement.

4.3 The Operator acknowledges that the rights licensed and granted to the Operator in this Agreement are

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

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

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

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

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

#### **SECTION 7 – INSURANCE**

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

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

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

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

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

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

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

7.4 In the event that Chick-fil-A does not offer the Operator an insurance package, or the Operator is directed by Chick-fil-A to purchase directly insurance to satisfy some or all of the Operator's insurance obligations hereunder, the Operator shall deliver to Chick-fil-A, on or before the day the Operator begins operating a Business, duly executed certificates of insurance with respect to such Business and Site or, if required by Chick-fil-A, original policies, together with reasonably

satisfactory evidence of payment of the premiums therefor. The Operator shall deliver similar documentation to Chick-fil-A upon renewals of such policy or policies not less than thirty (30) days prior to the expiration of the term of any coverage thereunder. The minimum limits of insurance coverage required herein to be carried by the Operator shall not limit the Operator's liability under any indemnification hereunder.

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

## **SECTION 8 – TYPES OF FOOD TO BE SOLD**

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

## **SECTION 9 – SOURCES OF SUPPLIES**

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

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

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

## **SECTION 10 – LIMITATION ON ALTERNATIVES**

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

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

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

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

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

## SECTION 12 – STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT

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

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

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

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

apply to ownership of less than five percent (5%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange);

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

(e) exhibit the Trade Name at the Site as the name of the Business, and consistent with the parties' franchise relationship hereunder, not use or display to the public, in any manner, any other name, trade name or business name that would be contrary to the mutual interests of the Operator and Chick-fil-A;

(f) hire, train, manage and pay such employees and other parties as the Operator desires or needs to assist in operating the Business and performing the Operator's duties hereunder, which employees shall be the sole and exclusive responsibility of the Operator as the employer of such employees;

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

(h)

(i) obey and comply with all laws, ordinances ~~and~~ rules, regulations and orders of governmental authorities applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including without limitation all applicable federal, state and local health and safety, and sanitation laws, ordinances and regulations, ~~and~~ wage and hour laws, all laws and regulations relating to the handling, preparation and safety of food and beverage products, occupational hazards and health, and consumer protection, as well as all applicable laws, regulations and industry standards regarding the privacy, security and handling of customer or other confidential personal data and information; and

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

(i) operate the Business and maintain the Site so as always to be rated in the highest available health and safety classification by the appropriate governmental authorities and ~~furnish Chick-fil-A within two (2) business days of the Operator's notice or receipt thereof, copies of all inspection reports, warnings, certificates and ratings issued by any governmental body or agency which reflect either the Operator's~~

~~failure to maintain the highest applicable ratings or the Operator's noncompliance or the Operator's less than full compliance or by such other time(s) as Chick-fil-A may designate from time to time, notify Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic or overnight mail of:~~

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

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

(j) pay to Chick-fil-A all required payments due under this Agreement and any attached Lease(s), including without limitation the payments set forth in Section 14 herein, on the dates such payments are due;

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

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

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

### SECTION 13 – INSPECTION

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

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

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

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

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

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

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

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

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



establishing and administering the program described under Section 14.12 below; and

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

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

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

(a) "Gross Receipts" as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business shall mean the Operator's entire gross receipts with respect to such Business (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Site of such Business during such calendar month, whether for cash or on a charge, credit or time basis, including but not limited to such sales and services (i) where orders originate and/or are accepted by the Operator at, in or away from the Site of such Business, or (ii) pursuant to telephone, internet, online or other similar orders received or filled at or in such Site;

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

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

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

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

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

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

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

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

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

(h) "Net Profit for Additional Business" for a particular Additional Business for each calendar month during that portion of the Agreed Term for such Additional Business following the Commencement Date for such Additional Business shall mean the difference between: (i) the Operating Profit for such Additional Business for such calendar month and (ii) the Base Operating Service Fee for such Additional Business for such calendar month;

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

(j) "Additional Operating Service Fee" as to a particular Business for each calendar month of that portion of the Agreed Term of such Business following the Commencement Date of such Business shall mean (i) in the case of the Initial Business, fifty percent (50%) of the Net Profit for Initial Business for such calendar month or (ii) in the case of an Additional Business, fifty percent (50%) of the Net Profit for Additional



Business for such calendar month, which is payable by the Operator to Chick-fil-A;

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

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

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

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

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

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

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

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

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

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

(i) the Base Profit; and

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

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

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

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

(iii) the Service Fee Offsets;

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

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

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

(i) the Base Profit; and

(ii) the Extra Profit;

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

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

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

(iii) the Service Fee Offsets;

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

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

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

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

(i) the Base Profit; and

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

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

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

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

(iii) the Service Fee Offsets;

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

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

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

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

(i) the Base Profit; and

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

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

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

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

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

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

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

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

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

(i) retain the Base Profit; and

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

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

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

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

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

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

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

(i) retain the Base Profit; and

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

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

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

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

(e) the Base Profit Offsets shall remain unchanged.

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

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

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

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

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

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

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

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

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

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

(b) The amount of any draws, disbursements, payments or other distributions taken or otherwise received by the Operator (or, as applicable, the Operator-Owner) that constitute excess distributions or other payments retained by the Operator (or, as applicable, the Operator-Owner) not authorized hereunder shall be deemed an overdrawn balance under this

Agreement (collectively "Overdrawn Balance"). Pursuant to this Agreement and any then current policies that Chick-fil-A may establish from time to time, the Operator shall upon demand by Chick-fil-A at the end of any calendar month or calendar year during such time as the Agreed Term of any Business remains in effect also pay to Chick-fil-A as required payments under this Agreement the amount of any and all then existing Overdrawn Balance that is not covered by the Aggregate Additional Profit as of the end of such applicable calendar month and/or calendar year.

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

14.12 The Operator hereby appoints Chick-fil-A as its agent to establish and administer a program for collecting and accounting for the Operator's Gross Receipts, and facilitating the Operator's payment of the Rent, any Equipment Rental and any other payments or charges due pursuant to the Lease for each Site, insurance premiums pursuant to Section 7 above, Advertising Contributions, any fees or charges pursuant to Section 14.13 below, and other amounts owed to Chick-fil-A and/or Suppliers by the Operator, in such a manner as Chick-fil-A reasonably deems necessary or appropriate from time to time to accomplish the calculations and the payments and retentions described in this Section 14. The Operator agrees to take such actions as Chick-fil-A reasonably requires in fulfilling its obligations pursuant to the previous sentence, including without limitation establishing and/or terminating a local bank account (with allowance for funds to be transferred therefrom by Chick-fil-A through an approved third-party bank or other financial institution), transmitting to Chick-fil-A financial and other information, preparing and delivering financial and other reports and writing checks, all as may be reasonably required by Chick-fil-A from time to time during the Agreed Terms of the Businesses. Chick-fil-A may assess reasonable fines and costs against the Operator for failing to comply with such requirements, which fines and costs shall be paid to Chick-fil-A by the Operator. Such fines and costs shall be in addition to any other rights or remedies Chick-fil-A may have. The Operator acknowledges and agrees that Chick-fil-A may maintain the Operator's funds in segregated, group and/or general bank account(s) that include the Operator's funds, other franchisees' funds and/or Chick-fil-A's funds, and may disburse such funds, subject to the terms hereof to the extent that such funds belong to

the Operator, in Chick-fil-A's sole and exclusive business judgment. The Operator may also disburse the Operator's funds from such bank account(s), subject to the terms hereof to the extent such funds belong to the Operator and only to the extent that such disbursement is otherwise expressly authorized herein. Chick-fil-A may use such funds at its election from time to time prior to the Operator's funds being disbursed pursuant to the terms hereof, and if and only to the extent that Chick-fil-A does so, Chick-fil-A will pay interest on such used funds for the time period of such use at an interest rate and using an allocation method as determined by Chick-fil-A in its sole and exclusive business judgment from time to time; provided, however, that such interest rate for any applicable period shall not be less than the applicable Prime Rate as published in the Wall Street Journal for the same time period (the "Applicable Prime Rate") and shall not be greater than the Applicable Prime Rate plus one percent. Any such bank account(s) established or maintained by Chick-fil-A are not trust funds or trust accounts. No fiduciary or implied duties, relationships or covenants exist between Chick-fil-A and the Operator arising out of or relating to this Agreement, the program, the account(s), the funds or their respective administration. Except as expressly set forth above in this Section 14.12, the Operator acknowledges and agrees that Chick-fil-A only, and not the Operator, is entitled to receive the earnings credits, interest and/or any other banking benefits, if any, earned, awarded or elected from time to time on such account(s) and the funds in such account(s) as determined by Chick-fil-A in its sole and exclusive business judgment from time to time.

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

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

## **SECTION 15 – REPORTS AND RECORDS**

15.1 The Operator shall furnish to Chick-fil-A separate written or, at Chick-fil-A's election, electronic reports for each Business as and when required by Chick-fil-A pursuant to Section 14.12 above during that portion of the Agreed Term following the Commencement Date, which reports shall contain all financial and other information reasonably requested by

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

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

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

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

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

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

## **SECTION 16 – TRAINING**

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

## **SECTION 17 – ADVERTISING**

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

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

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

17.4 For each calendar month during that portion of the Agreed Term of a Business following the Commencement Date of such Business, Chick-fil-A in its sole and exclusive business judgment, may require the Operator to make expenditures on local advertising ("Local Advertising") with respect to such Business in an amount equal to all or a portion of the Advertising Contributions which would otherwise be payable to the Fund by the Operator for such calendar month, said expenditures being in lieu of payment of such amount of Advertising Contributions and which amounts are non-refundable. Chick-fil-A may revoke any such requirement at

any time, and upon such revocation and at Chick-fil-A's election, the Operator shall resume the Operator's payment each calendar month of the full amount of Advertising Contributions to the Fund. The Operator acknowledges and agrees that Chick-fil-A is not required to ensure that the Operator benefits directly or *pro rata* from the Advertising, the expenditure of any Advertising Contributions or the administration of the Fund.

17.5 In order to protect the "Trade Secrets" and the "Confidential Information" (as such terms are defined below in Section 18) and the Marks and other interests of Chick-fil-A, the Operator shall submit to Chick-fil-A for Chick-fil-A's prior approval (except with respect to prices to be charged) samples of all marketing and advertising materials which the Operator intends to use in Local Advertising and which have not been prepared or previously approved by Chick-fil-A or its designated agent. Chick-fil-A may offer to the Operator, from time to time, for use in Local Advertising, marketing and customer educational plans and materials, including without limitation, television and radio commercial recordings, merchandising materials, sales aids, special promotions and similar advertising, marketing, training and educational materials, at a reasonable price, plus shipping and handling. Notwithstanding Chick-fil-A's prior approval of any marketing or advertising materials, all marketing and advertising materials which the Operator uses in Local Advertising must meet and comply with Chick-fil-A's then-current policies, procedures, standards and requirements for marketing and advertising materials, as specified by Chick-fil-A from time to time.

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

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

17.8 From time to time, Chick-fil-A and/or the Fund may establish temporary or permanent promotional campaigns applicable to the Chick-fil-A System as a whole or to specific advertising market areas. The Operator must display promotional signs and materials and otherwise participate in any such promotional campaigns in the manner Chick-fil-A specifies. The Operator may, at Chick-fil-A's election, be required to

participate in these promotional programs at the Operator's own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including but not limited to counter cards, posters, banners, signs, photographs, give-away items and gift cards.

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

## **SECTION 18 – TRADE SECRETS AND CONFIDENTIAL INFORMATION**

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

18.2 The Operator hereby acknowledges, agrees and warrants that:

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

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

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

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

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

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

## **SECTION 19 – USE OF THE MARKS**

19.1 CFA Properties has granted Chick-fil-A a license to use and to sublicense others to use the Marks and the Intellectual Property owned by CFA Properties including, but not limited to, in the manner contemplated by this Agreement. The Operator agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Marks and

such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or Chick-fil-A, as applicable, or their respective successors in interest, as owner or licensee, as applicable.

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

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

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

## **SECTION 20 – COMPETITION**

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

20.2 The Operator covenants, agrees and warrants that for a continuous period of one (1) year from the first date that no Agreed Term remains in effect hereunder the Operator (and, as applicable, the Operator-Owner) will not own or otherwise be employed or engaged by any individual or entity as a manager, operator or supervisory employee of any fast food or quick-service restaurant(s) located at or within five (5) miles of any Site under this Agreement, other than another Restaurant under an effective franchise agreement with Chick-fil-A. The Operator acknowledges and agrees that, by reason of

Chick-fil-A's investment of time and money to develop the System and in the Operator's receipt of training, the Operator (and, as applicable, the Operator-Owner) has obtained and possesses specialized skills, information and abilities regarding Chick-fil-A, the operation of a Restaurant and the System as a result of entering into this Agreement and thereafter becoming trained to be and being an Operator hereunder.

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

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

## **SECTION 21 – TRANSFERABILITY OF INTEREST**

21.1 If the Operator is an individual and a signatory to this Agreement in his or her individual capacity, Chick-fil-A may allow the Operator to assign this Agreement to a single corporation, limited liability company or other form of business entity then approved by Chick-fil-A, if the Operator makes a written request to Chick-fil-A and complies with all of the provisions of this Section 21. The Operator acknowledges, agrees and warrants that Chick-fil-A's consent to any proposed transfer shall be in Chick-fil-A's sole and exclusive business judgment and as such Chick-fil-A may refuse to consent for any reason whatsoever, and Chick-fil-A's consent shall otherwise be conditioned on the Operator meeting Chick-fil-A's then current requirements, which may include without limitation all or any of the following:

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

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

(c) The Operator must own and control 100% of the ownership interests in the proposed transferee business entity and act (i) as the sole director and principal executive officer of a

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

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

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

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

(g) Under the Assignment, the Operator must agree to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of this Agreement. Additionally, the Operator must guarantee the full and faithful performance by the proposed transferee business entity under this Agreement.

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

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

(j) The Operator must maintain the transferee business entity in good standing in the jurisdiction of its formation, and if applicable, also as a foreign business entity in the state in which the Business is located. The Operator will



provide Chick-fil-A with evidence of good standing and legal existence within 30 days following any request.

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

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

21.3 At all times during the term of this Agreement, this Agreement, including any attached Lease(s), and all legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations, and the Sites must be in the name of the Operator including, if applicable, any transferee business entity that is approved by Chick-fil-A pursuant to the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26 and expressly appointed and named by Chick-fil-A as the franchised Operator under this Agreement. Failure to comply with this Section 21 is a default of this Agreement and shall be grounds for immediate termination of this Agreement without opportunity to cure under Section 24.

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

## SECTION 22 – REMEDIES

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

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

22.3 The Operator agrees that in the event the enforceability of any of Sections 18, 19, 20 or 21 above (the "covenants") contained in this Agreement is (are) the subject of a legal dispute that does not initially result in an injunction to prevent the Operator's breach or violation of any such covenants, but that does ultimately result in a decision by a court of competent jurisdiction that the covenant(s) is (are) enforceable, the time periods of such covenant(s) shall be deemed tolled upon the filing of the lawsuit until the dispute is finally resolved and all periods of appeal have expired. Nothing above changes that the Operator shall otherwise be required to comply with its

obligations under this Agreement with regard to such restrictions during the time periods within which any tolling of such covenant(s) occurs.

## **SECTION 23 – RESTRICTIONS DEEMED REASONABLE**

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

## **SECTION 24 – TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business immediately upon the termination or expiration of this Agreement and/or the accompanying Lease for such Site, and to permit the peaceable possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized Operator. If any applicable law or rule of any jurisdiction is deemed to require a greater notice of the termination of or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, the prior notice or other action required by law or rule shall be substituted for the notice or other action required in this Agreement provided that the jurisdictional and other requirements of any such law or rule are met independently and without reference to this Section 24.5.

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

- (a) immediately return to Chick-fil-A all of the Equipment;
- (b) immediately pay Chick-fil-A the full amount of all sums due under this Agreement;
- (c) immediately cease to communicate, divulge, use or access the Trade Secrets, the Confidential Information, the Marks, "Be Our Guest Cards", any confusingly similar names, marks, systems, insignia, symbols or other rights, procedures or methods or any other Intellectual Property;
- (d) if all Businesses are terminated, immediately return the Manuals, and all other manuals, marketing materials (including without limitation, all "Be Our Guest Cards" in the Operator's possession), plans and specifications, designs, records, data, samples, models, programs, handbooks, codes, passwords or drawings relating to the Products, the Ingredients, the Guidelines, the Methods, the Minimum Standards, any other Intellectual Property or otherwise touching or concerning the operation of the Businesses; and
- (e) take such actions as may be necessary to terminate any local bank account(s), execute and deliver any and all documentation relating to the termination of any other banking arrangement, credit card processing agreements or any other arrangements established by the Operator pursuant to Section 14.12 hereof and to pay or otherwise satisfy all remaining fees and expenses accrued or anticipated to accrue in connection therewith through the bank account termination date.

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

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

## **SECTION 25 – FRANCHISE RELATIONSHIP**

25.1 The relationship of the parties created pursuant to this Agreement is intended by each party hereto to be and is that of a franchise between Chick-fil-A and the Operator, who is an independent contractor and business person, and neither party shall incur any liability, other than as specifically set forth herein, to any person or entity, including without limitation the other party, for any action undertaken pursuant to or as a result of this Agreement. Nothing herein makes or shall be deemed to make the Operator (or any individual whose salary, wages or other compensation is to be paid by the Operator) an agent, partner, legal representative, joint venturer, joint employer or employee with or of Chick-fil-A. In all public records in the Operator's relationship with all other persons or entities, and in any document, the Operator agrees to indicate clearly the independent ownership and operation by the Operator of the Businesses. The Operator shall, upon commencement of the Operator's duties at the Site of any Business, inform each employee that Chick-fil-A is not such employee's employer. The Operator further agrees to hold itself out to the public as an independent contractor operating the Businesses pursuant to a franchise with Chick-fil-A. The Operator agrees to take such affirmative action as may be necessary to do so.

25.2 The Operator and Chick-fil-A acknowledge that any restrictions imposed upon the Operator by this Agreement are not intended to control or otherwise affect the time, manner or method of the Operator's day-to-day operation of the Businesses but rather to ensure that: (i) the image of the Businesses, as ultimately seen and judged by its customers, is as positive as possible and therefore such that the Businesses can be operated for the greatest mutual benefit of the Operator and Chick-fil-A; (ii) the Trade Secrets, the Confidential Information and other proprietary rights of Chick-fil-A and CFA Properties are adequately protected; and (iii) all Minimum Standards are maintained.

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

## **SECTION 26 – REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

(b) one of the foundations of the Chick-fil-A System is Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate their respective Chick-fil-A restaurant businesses (either directly or through an approved entity) devoting full time and personal best efforts to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community in which each of their Chick-fil-A restaurant businesses is located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of their Chick-fil-A restaurant businesses, the Marks, Chick-fil-A and the System;

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

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

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

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

(g) the Operator shall not make any untrue statements or engage in any unlawful acts which may be injurious to the Business, the Marks, Chick-fil-A or the System.

## SECTION 27 – INDEMNIFICATION

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

selected by the Operator and the conduct and resolution of any such litigation.

## SECTION 28 – GENERAL PROVISIONS

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

If to Chick-fil-A:  
Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349-2998  
Attn: Legal Department - Notices

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

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

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

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

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

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

28.6 This Agreement, including any Lease(s) attached hereto as an exhibit, incorporated herein and made a part hereof, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; no other representations have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure

Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either party and none shall have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

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

28.8 The Operator shall comply, and assist Chick-fil-A to the fullest extent possible, in Chick-fil-A's efforts to comply with Anti-Terrorism Laws (as defined below). The Operator certifies, represents, and warrants that neither the Operator (or, as applicable, the Operator-Owner) nor the Operator's (or, as applicable, the Operator-Owner's) property or interests is subject to being blocked under, and that they otherwise are not in violation of, any of the Anti-Terrorism Laws of the United States. "Anti-Terrorism Laws of the United States" means Executive Order 13224, issued by the President of the United States, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (Public Law 107 56), and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority, addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by the Operator (or, as applicable, the Operator-Owner), or any blocking of the Operator's (or, as applicable, the Operator-Owner's) assets under the Anti-Terrorism Laws, will constitute a material breach and good cause for immediate termination of this Agreement.

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

28.10 The Operator acknowledges and agrees that the Operator has and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is

vested and where its System operations are conducted and supervised. The parties hereto agree that if any controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. **THE OPERATOR HEREBY WAIVES ANY AND ALL OBJECTIONS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE FULTON COUNTY, GEORGIA SUPERIOR COURT AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION, AND FURTHER WAIVES ANY AND ALL OBJECTIONS TO THE JURISDICTION OF AND VENUE IN SUCH COURTS, IN AND FOR ALL CASES AND CONTROVERSIES RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP BETWEEN THE OPERATOR AND CHICK-FIL-A.** This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

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

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

**28.13 THE OPERATOR AGREES TO LITIGATE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT WITH CHICK-FIL-A ONLY ON AN INDIVIDUAL BASIS ONLY. THE OPERATOR AGREES THAT THE OPERATOR SHALL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER FRANCHISED OPERATOR, INDIVIDUAL, OR ENTITY. THE PARTIES AGREE THAT NEITHER PARTY WILL PURSUE ANY CLASS CLAIMS IN ANY**

**MEDIATION, ARBITRATION, OR LITIGATION FORUM AND THAT BOTH PARTIES WAIVE THE RIGHT TO PROCEED ON A CLASS-ACTION BASIS.**

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

**28.15 TO THE FULLEST EXTENT PERMITTED BY LAW, CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY, WAIVE ANY RIGHT CHICK-FIL-A OR THE OPERATOR MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY, EACH ACKNOWLEDGE THAT CHICK-FIL-A AND THE OPERATOR, RESPECTIVELY HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

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

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

28.18 Except as otherwise expressly stated in this Agreement, any consent or approval required to be obtained from Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks and System overall. The Operator and Chick-fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in

which Chick-fil-A has expressly agreed herein or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in strict adherence with all of, or otherwise is in default or breach of any of, the terms and conditions of this Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned or delayed consent or approval in such event shall be as provided in this Section.

**EXHIBIT “A” TO FRANCHISE AGREEMENT**  
**LEASE FOR INITIAL BUSINESS**



**EXHIBIT A TO FRANCHISE AGREEMENT**

**Initial Business Lease Form**

**LEASE  
FOR CHICK-FIL-A RESTAURANT SITE**

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

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

Witness

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

Print name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Assistant Secretary

(CORPORATE SEAL)

The Operator:

Witness:

\_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Site and Business that are the subject of this Lease:

Chick-fil-A at \_\_\_\_\_  
(store name & number)

address \_\_\_\_\_

city, state \_\_\_\_\_

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

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## WITNESSETH:

**WHEREAS**, Chick-fil-A desires to lease the Site to the Operator, and the Operator desires to lease the Site from Chick-fil-A, subject to the terms and conditions hereinafter set forth; and

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

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

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

### SECTION 1 – DEFINITIONS

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

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

(b) "Base Rent" is as described in Section 3 hereof and as set forth on the Rent Calculation Report attached hereto as Exhibit C and made a part hereof.

(c) "Building" means the building now or hereafter located on the Site in regards to a freestanding restaurant and means the space in which the restaurant is located in regards to a restaurant located in a building with other occupants besides the Business.

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

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

(f) "Commencement Date" means the date on which the Operator begins on-site, day-to-day operation of the Business and otherwise commences discharging the Operator's obligations operating the Business pursuant to the Franchise Agreement. Notwithstanding anything herein

to the contrary, if the Commencement Date has not occurred within one (1) year following the date of execution of this Lease, this Lease shall, at Chick-fil-A's option, to be exercised in its sole and exclusive business judgment, become null and void and of no further force or effect upon written notice to the Operator.

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

(h) "Initial Term" is as set forth in Section 2.3 hereof.

(i) "Percentage Rent" is as described in Section 3 hereof and as set forth on the Rent Calculation Report attached hereto as Exhibit C and made a part hereof.

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

(k) "Rent" means Base Rent and Percentage Rent.

(l) "Requirements of Law" means all laws, statutes, ordinances, rules, orders and regulations of federal, state, county and municipal authorities in effect from time to time, including without limitation, ordinances of any municipality in which the Site is situated; zoning and building code restrictions; safety laws and regulations, such as the Americans with Disabilities Act; wage and employment laws; fire, health, safety and Environmental Laws (as defined in Section 2.10 hereof); and all directions of all public officers applicable to the Site, the Business and/or the Operator.

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

(n) "Term" is as set forth in Section 2.3 hereof.

(o) "Termination Date" of this Lease shall be the last day of the Term (as defined in Section 2.3 hereof)

or such earlier expiration or termination of the Term pursuant to the terms and conditions of this Lease.

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

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

## **SECTION 2 – SITE, TERM AND USE**

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

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

2.3 Term. The Initial Term means the period of time commencing on the Commencement Date, and ending on the Thirty-First day of December of the year in which the Commencement Date occurs. The Initial Term, together with any and all extensions thereof and subject to earlier termination pursuant to this Lease or the Franchise Agreement, is hereinafter sometimes referred to as the “Term.” The Term of this Lease is subject to any rights set forth herein for the earlier termination or expiration of the Term or the earlier termination or expiration of the Franchise Agreement. Unless this Lease or the Franchise Agreement is terminated earlier, the Term of this Lease shall be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Lease is given by either party hereto to the other at least thirty (30) days prior to the end of then-current Term; provided, however, that this Lease may not be renewed if the Operator does not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. Chick-fil-A reserves the right to change the terms and conditions of this Lease upon such a renewal by giving the Operator a written notice of such changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator shall have fifteen (15) days from the date of such notice to decide and to notify Chick-fil-A in writing of the Operator’s decision to either renew upon the terms offered or not renew upon the terms offered. The Operator’s failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon such changed terms and conditions shall be deemed to be an election by the Operator

to terminate this Lease at the end of such Term. Notwithstanding anything herein to the contrary, this Lease shall terminate automatically without any notice to the Operator (i) upon the expiration or earlier termination of the Franchise Agreement, or any Prime Lease or Ground Lease, as the case may be, and/or (ii) if and when the Operator (or the Operator-Owner (as that term is expressly defined in the Franchise Agreement)) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform any of their respective obligations hereunder or under the Franchise Agreement.

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

2.5 Prime Lease/Ground Lease. The Operator acknowledges that the Site may be subject to a Prime Lease or Ground Lease and the Operator further acknowledges that this Lease is subordinate to any such Prime Lease or Ground Lease. The Operator agrees to abide in all respects by the terms and conditions set forth in any such Prime Lease or Ground Lease, as the same may be amended or changed by Chick-fil-A and the prime lessor or ground lessor from time to time. Neither the Operator nor its employees, agents, contractors or invitees shall perform any act, neglect to perform any duty or fail to adhere to any standard of conduct that would constitute a violation of this Lease, any Prime Lease or Ground Lease. It is the intent of the parties to enter into a sublease between Chick-fil-A and the Operator and not to make an assignment of the Prime Lease or Ground Lease, as the case may be. The parties further acknowledge that it is their intent that there be no merger of Chick-fil-A’s

interest in this Lease and fee title if Chick-fil-A acquires a fee interest in the Site at any time after the execution of this Lease.

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

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

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

2.9 Acceptance of the Site. By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements thereon and found them to be in a safe, satisfactory, and completed condition.

2.10 Hazardous Materials. The Operator shall, at its sole cost, expense and liability, keep and maintain the Site in compliance with all local, state and federal environmental laws, ordinances and regulations, including without limitation 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated thereunder (all of

the foregoing being referred to collectively as "Environmental Laws"). During the Term, the Operator shall not use, or cause or permit any spills, discharges, or releases of, or treat, store, or dispose of, any hazardous, toxic, radioactive or polluting substances or solid waste, including without limitation any oil or petroleum products or any constituent, fraction or product thereof, any asbestos, mold, mildew, fungus or polychlorinated biphenyls, or any chemical liquids or solids (all of the foregoing being referred to collectively as "Hazardous Materials"), provided that Operator shall be permitted to use Hazardous Materials commonly and typically used in the normal operation of the Business and such use is limited and fully complies with all applicable Environmental Laws. The Operator shall indemnify, defend and hold harmless Chick-fil-A, its officers, directors, shareholders, partners, employees, agents, contractors, lenders, successors and assigns from and against any claim, liability, loss, cost, damage, expense, response or remedial action costs (including without limitation attorneys' fees, and costs of investigation or audit) relating in any way to: (i) the presence, use, handling, or storage at, on, off, or under the Site, or any spill, discharge or release from the Site, of any Hazardous Material during the Term; or (ii) any failure of the Site to comply with any applicable Environmental Law, unless such non-compliance results from the conduct of Chick-fil-A. The foregoing indemnity shall survive the expiration or termination of this Lease.

### SECTION 3 – RENT

3.1 Base Rent and Percentage Rent. Commencing on the Commencement Date, the Operator shall on a timely basis, as rental upon the Site, without demand and without offset or deduction of any kind pay to Chick-fil-A the Base Rent, the Percentage Rent and all other amounts as may be set forth on or contemplated by the Rent Calculation Report attached hereto as Exhibit C with respect to the Business, which is incorporated herein by this reference. The Percentage Rent payable by the Operator to Chick-fil-A shall be calculated based on all Gross Receipts (as defined in Section 3.2 below) of the Business except as otherwise specifically set forth in the Rent Calculation Report.

3.2 Gross Receipts. "Gross Receipts" of the Business for each calendar month during the Term of this Lease shall mean the Operator's entire gross receipts with respect to the Business (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Site of the Business during such calendar month, whether for cash or on a charge, credit or time basis, including but not limited to such sales and services (i) where orders originate and/or are accepted by the Operator at, in or away from the Site of the Business, or (ii) pursuant to telephone, internet, online or other similar orders received or filled at or in the Site.

3.3 Additional Charges and Expenses. Commencing on the Commencement Date, the Operator shall also promptly pay when due directly to the appropriate business, governmental authority or other person or entity, or to Chick-fil-A, as determined by Chick-fil-A in its sole and

exclusive business judgment, any and all costs and expenses of operating and maintaining the Site, including without limitation the following: (i) all charges, costs and expenses necessary to repair and maintain the Site in good condition and repair, including without limitation all expenses necessary for the maintenance and repair of all or any portion or component of any plumbing, electrical, HVAC, walk-in coolers, sprinkler, fire suppression, security, tel/data or other building systems; (ii) all charges, deposits and other costs for the establishment and maintenance of the utilities or other services provided or rendered in connection with the Site, including without limitation all expenses for electricity, gas, water, sewer, telephone, sanitation and waste services, and cleaning; (iii) all personal property taxes levied upon the fixtures, equipment and other improvements located on the Site; (iv) all real estate taxes and special and general assessments that are levied or assessed against the Site, including without limitation any tax which is levied or assessed against the rental, real or tangible personal property, and the Operator shall promptly reimburse Chick-fil-A for any similar tax which Chick-fil-A is required to pay or, in fact, does pay; (v) any charge or expense other than "rent" that might become due under a Prime Lease, a Ground Lease or a Title Document (including, but not limited to, service charges, common area maintenance (CAM) charges, taxes, association fees, and any other fees, dues and charges); and (vi) any other charge or expense of any nature which Chick-fil-A may be required to pay by virtue of Chick-fil-A's interest in the Site (including, but not limited to, common area maintenance charges, merchant's association's dues, utility charges, security fees, and other fees and taxes).

All of the foregoing charges and expenses shall be deemed and collectively referred to as Additional Charges and Expenses hereunder and singularly are sometimes referred to herein as an Additional Charge or Expense. The Operator agrees to provide to Chick-fil-A, if requested, copies of paid invoices and such other documentation evidencing payment of any such Additional Charge or Expense. If the Operator shall default in the payment of any obligation required to be paid by the Operator, then Chick-fil-A may, at its option, elect to pay the same together with any penalty or interest levied thereon, and the Operator shall be obligated to repay Chick-fil-A on demand for such payment as provided in Section 7 of this Lease.

3.4 Change to Rent Calculation Report. If at any time during the Term of this Lease, (i) the Building is demolished and reconstructed, (ii) the Building is refurbished or remodeled, or (iii) the Building or the Site becomes owned by Chick-fil-A after the Commencement Date, Chick-fil-A shall have the right to determine in its sole and exclusive business judgment a new Rent Calculation Report for the Site which will be substituted and attached to this Lease as Exhibit C and made a part hereof. Additionally, if all of the costs and expenses needed to prepare a Rent Calculation Report have not been accounted for as of the Commencement Date of this Lease, Chick-fil-A shall have the right in its sole and exclusive business judgment to prepare a final post-construction Rent Calculation Report for the Site which will be attached to this Lease as Exhibit C

and made a part hereof. With respect to a Prime Lease or a Ground Lease that is renewed, renegotiated, amended or otherwise goes into effect after the Commencement Date, Chick-fil-A shall have the right in the exercise of its sole and exclusive business judgment to negotiate and determine the terms and conditions of such Prime Lease and/or Ground Lease, and such new, renewed, amended or modified Prime Lease and/or Ground Lease shall be substituted and attached to this Lease by Chick-fil-A as Exhibit B and made a part hereof for the prior Prime Lease and/or Ground Lease and a revised Rent Calculation Report reflecting any such new terms and conditions shall be substituted and attached to this Lease by Chick-fil-A as Exhibit C and made a part hereof for the prior Rent Calculation Report.

#### **SECTION 4 – CONDEMNATION**

If the entire Site is condemned under eminent domain, or acquired in lieu of condemnation, this Lease shall terminate automatically without any further obligation or liability of Chick-fil-A to the Operator upon the earlier of the date when possession of the Site is required by the condemning authority, or such other earlier date as Chick-fil-A may specify in written notice to the Operator. All charges, draws, rentals, refundable deposits and all other costs and expenses by and between Chick-fil-A and the Operator as a result of the Business's operations up to such termination date will be credited, deducted and, where applicable, disbursed as otherwise set forth in this Lease and the Franchise Agreement. The Operator acknowledges and agrees that the Operator shall have no right to make a claim for the value of all or part of the Operator's interest, if any, in the Site pursuant to this Lease or the Business by reason of any condemnation. The Operator specifically waives and releases any claims for the value of all or part of the Business, Site, Building, fixtures and other improvements on the Site whether or not installed or paid for by Chick-fil-A or by the Operator. If only a part of the Site is condemned or acquired in lieu of condemnation and Chick-fil-A determines, in the exercise of its sole and exclusive business judgment, that the operation of the Business or the Site is no longer economically feasible or desirable, Chick-fil-A may at any time elect to terminate this Lease by written notice to the Operator subject to the same terms and conditions set forth above. If Chick-fil-A does not elect to terminate this Lease upon a partial condemnation or acquisition in lieu of condemnation, subject to Chick-fil-A's receipt of condemnation proceeds in an amount sufficient to cover the cost of such repairs and alterations, Chick-fil-A shall with reasonable promptness make necessary repairs to and alterations of the improvements on the Site to restore it to a condition that will permit the continued operation of the Business.

#### **SECTION 5 – RENOVATIONS AND REMODELS**

5.1 Renovations and Remodels. If at any time Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, its agents and designees shall have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business

and/or the Site, in accordance with Chick-fil-A's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Leasehold Improvements, Equipment, design and décor, trade dress, color scheme and other things as Chick-fil-A deems necessary or appropriate. Notwithstanding anything to the contrary contained herein, the Operator shall permit and cooperate with Chick-fil-A and its agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

5.2 Prohibition on Operator Changes. The Operator shall not make any change in, alteration of, or addition to any part of the Site, or remove any fixtures or improvements, including without limitation the Equipment and the Leasehold Improvements. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Commencement Date, are the property of Chick-fil-A (including without limitation the Equipment and the Leasehold Improvements) or of the fee owner of the Site, are and shall remain a part of the real estate and be considered to be leased under this Lease.

#### **SECTION 6 – DAMAGE TO SITE/ PERSONAL INJURY AND CASUALTY**

6.1 Damage to Site/Personal Injury. Any damage to or loss of the Site, the Equipment, the Leasehold Improvements, any other fixtures on or improvements to the Site, or any personal property of any person or entity, as well as any and all liability of the Operator and/or Chick-fil-A for personal injury or otherwise, caused by or resulting from any act or omission of the Operator, the Operator's employees, agents, contractors, invitees or customers, shall be allocated pursuant to and governed by the terms and conditions of this Lease and Section 5 of the Franchise Agreement.

6.2 Casualty. If the Site is damaged by fire or any other casualty, Chick-fil-A shall, subject to any Prime Lease, Ground Lease or other underlying lease, within a reasonable time from the date of the damage or destruction, repair or replace the Site; provided, however, that Chick-fil-A shall have the right to terminate this Lease (and, in turn, the Franchise Agreement to which this Lease is attached and a part of) by providing the Operator notice in writing of such termination, and thereupon the Term shall expire, effective the date of the casualty, and the Operator shall vacate the Site and surrender the same to Chick-fil-A within ten (10) days after receipt of such notice. Chick-fil-A also shall have the right, in its sole and exclusive business judgment, to limit its rebuild or restoration of the Site hereunder to (i) the extent of the net insurance proceeds recovered by Chick-fil-A, or (ii) Chick-fil-A's restoration obligations under the Ground Lease or Prime Lease, as applicable. The Operator hereby expressly waives and releases any and all claims against Chick-fil-A for damages in case of Chick-fil-A's failure to rebuild or restore in

accordance with the provisions of this Section. The Operator's sole remedy for any such failure shall be to elect to terminate the Franchise Agreement (which will effect a simultaneous termination of this Lease) as of the date of occurrence of the damage or destruction. If the Building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of any all-risk coverage or other like insurance applicable to the Building and other permanent improvements shall be due and payable to Chick-fil-A. The Operator agrees to execute and deliver any release or other document Chick-fil-A may request for Chick-fil-A to obtain the release or control of the proceeds.

#### **SECTION 7 – CHARGES BILLED TO OR PAID BY CHICK-FIL-A**

If any Additional Charge or Expense which the Operator is obligated to pay pursuant to this Lease is initially billed to or paid by Chick-fil-A, Chick-fil-A shall have the right to rebill such charge or cost to the Operator. If Chick-fil-A rebills any such Additional Charge or Expense to the Operator, the Operator shall pay promptly the rebilled charge or cost directly to the appropriate business, governmental authority or other person or entity. If Chick-fil-A, at its election, pays any such Additional Charge or Expense on behalf of the Operator, the Operator shall reimburse Chick-fil-A immediately upon the Operator's receipt of Chick-fil-A's written notice of having made such payment, in Chick-fil-A's sole and exclusive business judgment, either by (i) issuing Chick-fil-A a check or (ii) acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A under the Franchise Agreement.

#### **SECTION 8 – INSURANCE**

8.1 Required Minimum Insurance Coverage. The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Term, at the Operator's own expense, insurance on the Site and for the operation of the Business as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement. Chick-fil-A may from time to time, in its sole and exclusive business judgment, offer or require different or modified insurance programs, coverages or terms and, upon notice of such changed programs, coverages, terms or other requirements, the Operator agrees to maintain in full force and effect during the remaining Term, at the Operator's own expense, such insurance on the Site and the operation of the Business as set forth and otherwise then required pursuant to Section 7 of the Franchise Agreement.

8.2 Placement by Chick-fil-A. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase such insurance, and may add the premiums paid to the Additional Charges and Expenses. Additionally, the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance,

Chick-fil-A assumes no responsibility for premium expenses nor guarantees payment for any losses sustained by the Operator.

8.3 Limited Waiver of Covered Claims. Chick-fil-A and the Operator each hereby agree and hereby waive any and all rights of recovery against each other for loss or damage occurring to the Site or any of Chick-fil-A's or the Operator's property located at the Site regardless of the cause of such loss or damage to the extent that the loss or damage is covered by the injured party's insurance or the insurance the injured party is required to carry under this Lease, whichever is greater (without regard to any deductible provision in any policy). This waiver does not apply to claims caused by a party's willful misconduct. This waiver also applies to each party's directors, officers, employees, shareholders, members and agents.

## **SECTION 9 – INSPECTION**

Chick-fil-A, or its designee, shall have the right to enter and inspect the Site at any time on Business Days, without notice to the Operator, to insure that the Operator and all aspects of the Site thereof are in compliance with this Lease and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

## **SECTION 10 – DEFAULT, TERMINATION AND REMEDIES**

10.1 Default. This Lease and the term and estate hereby granted are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as such term is defined below) the Operator shall be in default under this Lease and Chick-fil-A shall have the right and, at its election, may terminate this Lease pursuant to Section 10.2 below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as "Events of Default") shall each be an event of default by Operator under this Lease: (i) the Operator defaults in the payment of any installment of Rent, Additional Charges and Expenses or any other sum due under this Lease; (ii) the Operator defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or adhered to by the Operator (or, as applicable, the Operator-Owner) under this Lease other than the payment of Rent, Additional Charges and Expenses or any other sum due under this Lease, and other than any other Event of Default listed in this Section 10.1, and such default continues for ten (10) days after notice in writing to the Operator; (iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Lease (or the Operator's estate or interest herein or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, contrary to Section 14.5 hereof; (iv) the Operator violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement or the Franchise Agreement terminates by lapse of time or otherwise; (v) the Operator or any of its officers, directors, members,

employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Prime Lease, the Ground Lease or any Title Document (or any document related to any of the foregoing); (vi) the Operator files, or consents by answer or otherwise to the filing against Operator of, a petition for relief or any other petition in bankruptcy, or any proceeding in bankruptcy or under any insolvency law for liquidation, reorganization or rearrangement of the Operator's affairs; (vii) the Operator makes a general assignment for the benefit of creditors or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of himself or of any substantial part of the Operator's property; (viii) the Operator is adjudicated or becomes insolvent; (ix) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to the Operator or any substantial part of the Operator's business or assets, or an order for relief is entered in any case for the Operator to take advantage of any bankruptcy or insolvency law of any jurisdiction relative to the Operator, or a petition for such relief is filed against the Operator and not dismissed or stayed within sixty (60) calendar days; or (x) the Operator vacates or abandons the Site.

10.2 Termination. If there shall be an Event of Default as set forth in Section 10.1 above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right, upon its election, to terminate this Lease immediately and to declare the Term of this Lease ended upon giving notice thereof, without any further obligation or liability to the Operator. If this Lease is terminated under this Section 10.2 or otherwise terminates or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire effective as of the effective date of termination or expiration of this Lease, and Chick-fil-A shall have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. It is also expressly acknowledged and agreed by Chick-fil-A and the Operator that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, shall also terminate this Lease effective immediately, without further notice being required.

10.3 Duties Upon Termination or Expiration. Upon the termination or expiration of this Lease for any reason, the Operator shall (i) immediately return to Chick-fil-A all of the Equipment; (ii) immediately pay Chick-fil-A the full amount of all sums due and owing under this Lease; (iii) remove all of Operator's personal property, if any, from the Site and shall repair any resulting damage to the Site; and (iv) quit and surrender the Site to Chick-fil-A broom clean, in good order and condition, ordinary wear and tear and damage by fire or other casualty excepted.

10.4 Duty to Vacate. The Operator shall vacate the Site of such terminated Business and return to Chick-fil-A all of



the Equipment immediately upon the termination or expiration of this Lease or the Franchise Agreement, and permit the peaceable possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized operator. Should the Operator fail to do so, Chick-fil-A may re-enter, expel, remove and put out the Operator and all persons occupying the Site under the Operator, using such force as may be reasonably necessary in so doing, and repossess the Site. Such re-entry and repossession shall not be deemed a forfeiture of any past due Rent or Additional Charges and Expenses to be paid hereunder and shall not terminate any covenants to be performed by the Operator during the Term of this Lease.

10.5 **Irreparable Harm.** The Operator acknowledges, agrees and warrants that the failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A upon a termination or expiration of this Lease or the Franchise Agreement, or upon an Event of Default pursuant to the terms of this Lease and/or the Franchise Agreement, would result in irreparable damage and harm to Chick-fil-A that could not be adequately compensated by money damages or other remedy at law. Accordingly, in the event of the failure of the Operator to so vacate and permit the possession of the Site by Chick-fil-A upon termination or expiration of this Lease and/or the Franchise Agreement, or other breach of this Lease or the Franchise Agreement by the Operator, Chick-fil-A shall be entitled, if it so elects, in addition to any other remedies available to it, to immediate equitable relief therefor, including without limitation a temporary restraining order or preliminary injunction which may include an order for specific performance. If Chick-fil-A brings such an action for equitable relief, the Operator hereby waives any defense that Chick-fil-A has an adequate remedy at law.

10.6 **Right to Perform for the Operator.** If the Operator fails to perform any of its obligations under this Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A shall be an additional charge due from the Operator to Chick-fil-A, together with Interest (as defined in Section 10.7 below) thereon.

10.7 **Interest on Amounts Due.** In the event that the Operator is past due on the payment of any amount due Chick-fil-A under this Lease, including without limitation any Rent or Additional Charges and Expenses, Chick-fil-A shall have the right at its option to require the Operator, to the extent permitted by law, to pay interest on any such past due amount for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month ("Interest"). Such Interest shall be calculated on a monthly compounding basis using the actual number of days elapsed divided by 365. Such Interest shall be in addition to any other rights or remedies Chick-fil-A may have under this Lease.

10.8 **Remedies Not Mutually Exclusive.** The remedies in this Lease granted to Chick-fil-A will not be exclusive or mutually exclusive, and Chick-fil-A will have such other remedies against the Operator as may be permitted in law or in equity at any time. Any exercise of a right of termination by Chick-fil-A will not be construed to eliminate any right of Chick-fil-A to damages on account of any default of the Operator, including without limitation damages for Rent and Additional Charges and Expenses otherwise due under the Lease.

10.9 **Survival.** The obligations of the Operator, as well as the rights of Chick-fil-A, under Sections 3, 6 and 10 through 14 (inclusive) shall survive any expiration, termination or other cancellation of this Lease.

## **SECTION 11 – HOLDOVER**

The Operator shall not holdover or remain in occupancy beyond the expiration or termination of this Lease. If the Operator remains in occupancy beyond the expiration or termination of this Lease, such holdover shall be deemed a tenancy at sufferance by the Operator upon the same conditions as are provided for in this Lease (except the Operator shall be required to stop using the Marks and to de-identify the Site as required under the Franchise Agreement and applicable law) but with Base Rent and Percentage Rent for the period of such holding over being double (2x) the Base Rent and Percentage Rent last paid by the Operator during the Term of this Lease, as liquidated damages and not as a penalty, such amount being considered by both Chick-fil-A and the Operator to be a reasonable pre-estimate of Chick-fil-A's probable monetary losses under this Lease, which are difficult or impossible to calculate at the time of the execution of this Lease. Such amounts shall be calculated on a per diem basis. Chick-fil-A's acceptance of any Rent or liquidated damages after holding over begins shall not be deemed a renewal of this Lease nor be deemed to create a new tenancy of any kind. Neither this provision nor the acceptance of any liquidated damages hereunder shall waive Chick-fil-A's rights of re-entry or any other rights or remedies under this Lease or the Franchise Agreement (including, but not limited to, injunctive or other equitable relief). The Operator's obligations under this Section shall survive the expiration or other termination of this Lease. In addition, the Operator shall pay Chick-fil-A for all damages (including, but not limited to, consequential damages) sustained by reason of the Operator's retention of possession of the Site after the end of the Term.

## **SECTION 12 – INDEMNIFICATION AND WAIVER**

12.1 **Indemnification.** If Chick-fil-A, or a subsequent operator of the Business on the Site is subjected to any claim, demand or penalty, or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator or the Operator's agents, contractors or employees, (ii) any claimed violation of any Requirements of Law by the Operator or the Operator's agents, contractors or employees,

(iii) any damages allegedly resulting from a breach by the Operator of this Lease, (iv) any damages allegedly resulting from a willful misrepresentation to Chick-fil-A by the Operator or the Operator's agents, contractors or employees, or (v) any act occurring on the Site during the Term, then the Operator shall indemnify and hold harmless Chick-fil-A, and any subsequent operator of the Business or a like business against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Business or a like business. At the election of Chick-fil-A or any subsequent operator of the Business or a like business, the Operator shall also defend Chick-fil-A or such subsequent operator in any action or suit in which a party claims or seeks damages or other award of the type listed above, subject to the right of Chick-fil-A or such subsequent operator to approve counsel selected by the Operator and the resolution of any such litigation.

12.2 Waiver. The Operator waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which otherwise might be required to be given under any present or future law. The Operator shall not have, and hereby expressly waives, any and all rights which are or may be conferred upon the Operator by any present or future law to redeem the Lease or the Site, or to re-enter the Building or the Site, or to restore the operation of the Lease, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejectment or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination of this Lease and the Term is by operation of law or pursuant to the provisions of this Lease. If Chick-fil-A shall acquire possession without judicial proceedings, it shall be deemed a re-entry within the meaning of that word as used in this Lease and not a technical or legal definition. In the event that Chick-fil-A elects to recover possession by invoking judicial process, the Operator acknowledges that the Site is to be used for commercial purposes, and the Operator expressly waives and relinquishes any and all protections and rights afforded a commercial tenant under Georgia law, including without limitation O.C.G.A. § 44-7-52, or any law of like import now or hereinafter in effect or applicable, if any.

## SECTION 13 – SUBORDINATION

13.1 Lease Is Subordinate. This Lease and all of the Operator's rights, title and interest under the Lease are and shall be subject, subordinated and inferior to the lien of any and all mortgages and other security instruments and to the rights of all parties under any sale and leaseback of the Site which Chick-fil-A or any grantee of Chick-fil-A (collectively, the "Fee Owner") has or may place upon the Site and the improvements thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such mortgage or other security instruments or of the deed and lease under such sale and leaseback. Any such mortgages or other security instruments are declared to be superior to the interest of the Operator in this Lease.

13.2 Duty to Assist Sale and Leaseback Arrangements. The subordination of this Lease to any mortgage or other security instruments or to any lease under a sale and leaseback arrangement shall be automatic and self-operative, and no special instrument of subordination shall be necessary. Without limiting such automatic and self-operative subordinations, however, the Operator will, on demand, execute without expense to the Fee Owner, any and all instruments that Fee Owner may deem necessary to evidence the subordination of this Lease and all rights in this Lease to the lien of any such mortgage or to any such lease under a sale and leaseback arrangement.

13.3 Duty to Provide Written Instruments. The Operator shall, without charge, within ten (10) days after request (time being of the essence) by Chick-fil-A, any holder of a mortgage or other security interest encumbering the Site, the prime landlord or the ground lessor, deliver a written instrument to the requesting party, certifying to the requesting party and any other party designated by such requesting party: (i) that this Lease is unmodified and in full force and effect or, if there has been any modification, that the Lease is in full force and effect as modified by any such modifications; (ii) whether the Term of this Lease has commenced, Rent has become payable thereunder, and the Operator has accepted possession of the Site; (iii) whether the Operator has any defenses or offsets against the enforcement of any of the terms of this Lease and any modification hereof, and, if so, specifying the same; (iv) the dates to which the Base Rent, Percentage Rent, Additional Charges and Expenses, and other charges hereunder, have been paid; (v) whether or not Chick-fil-A is in default of its obligations hereunder and whether the Operator has made any claim against Chick-fil-A under this Lease, and if so, the nature thereof and the dollar amount, if any, of such claim; (vi) that the Site is used only for the purpose set forth herein and is not in violation of any Requirements of Law; and (vii) to such other matters as the requesting party may reasonably request.

## SECTION 14 – GENERAL PROVISIONS

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

If to Chick-fil-A:

Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349-2998  
Attn: Legal Department - Notices

If to Operator:

At the address set forth on the signature page of the Lease or otherwise then in effect as the Notice address under the Lease. With a copy to the address set forth on the signature page of the

Franchise Agreement or otherwise then in effect as the notice address under the Franchise Agreement if such address is not the same notice address required under the Lease.

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

14.2 This Lease may not be amended, supplemented or otherwise modified orally or by any course of dealing or performance and shall only be deemed amended, supplemented or otherwise modified by a further agreement in writing duly executed and delivered by Chick-fil-A and the Operator; provided, however, Chick-fil-A may amend or modify the Lease and its Exhibits from time to time as expressly provided for in this Lease. No attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

14.3 No failure by either party hereto, at any time, or from time to time, to enforce the strict keeping and performance of any term or condition of this Lease, nor any action or course of dealing or performance by either party not consistent with the terms and conditions hereof, shall constitute a waiver of any such, or any other, term or condition at any future time and shall not prevent such party from insisting on the strict keeping and performance of such, and all other, terms and conditions at the same and all later times. The rights in this Lease to receive, collect or sue for any Rent, Additional Charges and Expenses, monies or payments, or to enforce the terms, covenants, provisions and conditions of this Lease, or to prevent the breach or non-observance thereof, or to exercise any right or remedy in this Lease, shall not in any way affect the right or power of Chick-fil-A to declare the Term ended and to terminate this Lease because of any default in or breach of any of the terms, covenants, provisions or conditions of this Lease. No payment by the Operator or receipt by Chick-fil-A of an amount less than the Rent and Additional Charges and Expenses required hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Chick-fil-A may accept such check or payment without prejudice to Chick-fil-A's right to recover the balance of such rent and other charges and expenses or to pursue any other remedy provided for in this Lease. Chick-fil-A may at its option use the program established and administered from time to time pursuant to Section 14.12 of the Franchise Agreement to accomplish the payment and retention of all amounts due Chick-fil-A and third-parties pursuant to this Lease.

14.4 Each and every provision of this Lease is severable, and invalidity of one or more provisions shall not, in any way, affect the validity of this Lease or any other provision hereof. If any material term of this Lease is stricken or declared invalid, Chick-fil-A reserves the right to terminate this Lease at its sole option. Should any provision of this Lease require judicial interpretation, the terms hereof shall not be more strictly construed against either party.

14.5 The Franchise Agreement and this related Lease, and the franchise that is the subject thereof, were offered and granted by Chick-fil-A to the individual Operator *personally* who is the original signatory to the Franchise Agreement, were offered and granted at the conclusion of Chick-fil-A's operator selection process and in reliance on such individual's personal qualifications, experience, aptitude and the other qualifications and selection criteria described in Section 26.2(c) of the Franchise Agreement as evaluated by Chick-fil-A. Except as expressly provided under Section 21 of the Franchise Agreement and this related Lease, neither this Lease nor the Operator's estate or interest herein may be accepted by any other person, heir, successor, partnership, corporation, limited liability company or other entity, or transferred by assignment, will or operation of law. The Operator and, as applicable, the Operator-Owner shall not without the express written consent and approval of Chick-fil-A: (i) assign or permit to be assigned this Lease or the Operator's estate or interest herein or in the Site to any person or entity; (ii) sublet the Site, or mortgage, pledge or otherwise encumber the Operator's interest in this Lease or the Site; or (iii) permit or facilitate in any way occupancy of the Site by any person or entity other than the Operator. The transfer (or transfers in the aggregate) of an interest in the Franchise Agreement or the Operator (if Operator is an entity) shall be deemed an attempted assignment of this Lease and is strictly prohibited hereunder. Any attempted assignment of this Lease (or the Operator's estate or interest herein or in the Site) or sublet by the Operator shall be void and of no force or effect, and no purported assignment or sublet shall release the Operator from any of its obligations under this Lease. Chick-fil-A has the right to assign this Lease to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A hereunder shall inure to and be binding upon any such assigns. The covenants and obligations of the Operator hereunder shall extend to and be binding upon the administrators, executors, heirs, and assigns and successors of the Operator and, as applicable, the Operator-Owner, provided, however, that any such purported assignee shall not receive the benefits of this Lease unless Chick-fil-A has consented in writing to such purported assignment, which consent Chick-fil-A may withhold for any reason whatsoever in its sole and exclusive business judgment under this Lease and pursuant to the terms and conditions of the Franchise Agreement.

14.6 This Lease and the Franchise Agreement to which it is attached constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Lease except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease or in the FDD were made by either party and none shall have any effect with reference to this Lease. No

officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Lease or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

14.7 This Lease shall not become valid against either party hereto until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE with respect to the due performance of the terms, covenants and conditions herein contained, provided, however, that no delay or failure to enforce any of the provisions herein contained and no conduct or statement shall waive or affect any of Chick-fil-A's rights hereunder. The Operator shall have no authority, express or implied, to act as agent of Chick-fil-A or any of its affiliates for any purpose. The Operator is, and shall remain, an independent contractor responsible for all obligations and liabilities, directly or indirectly, resulting from the operation of the Business located on the Site. All agreements, covenants and indemnifications contained herein or made in writing pursuant to the terms of this Lease by or on behalf of the Operator shall be deemed material and shall survive expiration or sooner termination of this Lease.

14.8 This Lease is made and takes effect when accepted and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Lease shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist on the effective date of this Lease and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Lease or any related lease or sublease under this Lease, Chick-fil-A's right to enter upon and take possession of any Site, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws. No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Chick-fil-A's acceptance of Rent, Additional Charges and Expenses or other amounts due with knowledge of a default by the Operator, shall constitute a waiver of the default, nor shall it constitute an estoppel.

**14.9 TO THE EXTENT PERMITTED BY LAW, CHICK-FIL-A AND THE OPERATOR HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF CHICK-FIL-A AND THE OPERATOR, THE OPERATOR'S USE OR OCCUPANCY OF THE SITE, AND/OR ANY OTHER CLAIMS, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY WITH RESPECT**

**THERE TO.** If Chick-fil-A commences any summary proceeding, or any other proceeding or action to recover possession of the Site, the Operator hereby waives the provisions of any law relating to notice and/or delay in levy of execution for possession or any law of like import now or hereafter in effect. The Operator shall not interpose any counterclaim or claim for set-off of whatever nature or description in any such action or proceeding, except for statutory mandatory counterclaims.

14.10 The Operator has and shall continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its System operations are conducted and supervised. If any controversy or claim between the parties arises out of or relates to this Lease or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party shall commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Lease or the relationship between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. The Operator hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Lease and/or the relationship between the Operator and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

14.11 Only a court that is a court of general jurisdiction may, and under no circumstances shall a magistrate court, justice of peace court, small claims court, housing court, eviction court, dispossessory court, or any other court that is not a court of general jurisdiction, determine any controversy or claim arising out of or relating to the termination of this Lease or Chick-fil-A's resulting right to enter upon and take possession of the Site, including but not limited to any claim or controversy regarding whether a

termination of this Lease was proper or effective under the Lease's terms and applicable law.

14.12 The Operator shall not record this Lease or any notice, memorandum or short-form version of this Lease without the prior written consent of Chick-fil-A. If Chick-fil-A desires to record any notice, memorandum or short form version of this Lease, the Operator shall promptly execute the same upon request.

14.13 This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

14.14 Whenever a period of time is prescribed for the taking of an action by Chick-fil-A or the Operator (other than the payment of Rent or Additional Charges and Expenses, the Operator's payment of any monetary amount or the Operator's performance of any obligation that can be satisfied by the payment of a commercially reasonable amount of money), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). The foregoing Force Majeure provision shall not apply to, or result in, an extension of the Term of this Lease nor apply to any of Operator's obligations to vacate the Building and the Site upon the expiration or earlier termination of the Term, nor any other obligations under Sections 10 and 11 of this Lease. The Operator may not rely on the foregoing Force Majeure provision unless it notifies Chick-fil-A of the occurrence of a Force Majeure event within ten (10) days following its occurrence.

14.15 Nothing in this Lease shall authorize the Operator to do any act which shall in any way encumber the interest or estate of Chick-fil-A or the estate of Fee Owner in the Site if Chick-fil-A is not the Fee Owner. The Operator shall not permit the Site to become subject to any claim by lien or encumbrance, and the Operator shall immediately pursue in good faith its legal remedies to remove a lien on the Site. If any lien is filed against the Site or the Operator's interest in this Lease, at Chick-fil-A's option, the Operator shall either pay the amount of the lien in full or shall provide for a non-cancelable bond acceptable by Chick-fil-A, in an amount deemed sufficient by Chick-fil-A to protect the interest of Chick-fil-A and any mortgagee or holder of other security interest from any loss resulting from such lien.

14.16 Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks, the Site and the System overall. The Operator and Chick-fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said

judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in which Chick-fil-A has expressly agreed herein or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Lease and/or the Franchise Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in strict adherence with all of, or otherwise is in default or breach of any of, the terms and conditions of this Lease and/or the related Franchise Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned or delayed consent or approval in such event shall be as provided in this Section.

**Exhibit A to Lease**

LEGAL DESCRIPTION OF THE SITE

**Exhibit B to Lease**

PRIME LEASE OR GROUND LEASE AND/OR TITLE DOCUMENTS, IF APPLICABLE, AND OTHER  
RELATED DOCUMENTS

**Exhibit C to Lease**

**RENT CALCULATION REPORT**



**Exhibit C to Lease**

RENT CALCULATION REPORT  
(store #) – (store name)

**Base Rent Payable as of the Commencement Date**

Lease Acquisition Cost	\$ _____
Building Shell Cost	\$ _____
Misc. Cost Adjustments	\$ _____
	<hr/>
Total Cost Basis	\$ _____
Total Cost Basis x ____%	\$ _____
Annual Ground Lease Base Rent Payable as of the Commencement Date	\$ _____
Additional Lease/License Costs	\$ _____
	<hr/>
<b>Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date</b>	<b>\$ _____</b>
<b>Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date</b>	<b>\$ _____</b>

**Percentage Rent Payable as of the Commencement Date**

<b>Annual Percentage Rent Breakpoint as of the Commencement Date</b>	<b>\$ _____</b>
<b>Percentage of Gross Receipts Payable Above Breakpoint</b>	<b>\$ _____</b>

**Additional Notes:**

**Ground Lease and Calculation of Base Rent and Percentage Rent**

This Site is subject to an underlying Ground Lease (attached as Exhibit “B” hereto), under which the ground lessee is Chick-fil-A or a wholly-owned subsidiary of Chick-fil-A. The calculation of monthly Base Rent for this Site can generally be explained as follows -- the total amount invested by Chick-fil-A or its wholly-owned subsidiary in the acquisition of the land (including title premiums, endorsements, recording fees and other such costs incurred) is added to the amounts invested by Chick-fil-A or its wholly-owned subsidiary for a building shell, then the sum is multiplied by a finance factor. The product is then added to the total rent under the Ground Lease, and that sum is divided by twelve; provided, however, the monthly Base Rent could increase when and if, among other things, the rent under the Ground Lease increases.

To the extent the calendar year-to-date Gross Receipts (as such term is defined in Section 3.2 of this Lease) of your franchised Chick-fil-A restaurant business exceed the Year-To-Date Percentage Rent Breakpoint (as such term is defined below), you will be obligated to pay Chick-fil-A Percentage Rent in the amount of six percent (6%) of all Gross Receipts over the Year-To-Date Percentage Rent Breakpoint. For the purposes of this Rent Calculation Report, Year-To-Date Percentage Rent Breakpoint shall mean the Annual Percentage Rent Breakpoint prorated on a daily basis for the number of days that have elapsed in any given calendar year.

#### Ground Lease

The underlying Ground Lease for this Site is subject to amendment, renewal and/or renegotiation with the ground lessor for the Site during the term of your Franchise Agreement and this Lease. As a result, your monthly Lease payments to Chick-fil-A could change, including, without limitation, the calculation of Base Rent, Percentage Rent, and Additional Charges and Expenses (as such term is defined in Section 1 of this Lease) (which include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents).

#### Commencement Date

Your actual Commencement Date may vary from the projected Commencement Date. The projected Commencement Date may not necessarily be during the first year of the term under the Ground Lease or any other applicable document. Base Rent and Percentage Rent terms may increase, decrease or otherwise change if the actual Commencement Date varies from the projected Commencement Date and/or in accordance with the terms and provisions of the Franchise Agreement and this Lease (which incorporates the Ground Lease).

#### Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and the Lease (and specifically the Ground Lease attached as Exhibit "B" hereto) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or the Lease, the terms of the Lease shall govern and control.

**Exhibit D to Lease**

**EQUIPMENT LEASE ADDENDUM**

## **Exhibit D to Lease**

### **EQUIPMENT LEASE ADDENDUM**

#### **Equipment Lease for \_\_\_\_\_ Restaurants**

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Commencement Date, upon the terms and conditions set forth herein, the Equipment listed on Schedule 1 attached hereto and made a part hereof (together with any replacements thereof and additions or accessions thereto). The Operator agrees that Chick-fil-A shall have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator shall keep and maintain the Equipment only at the Site, unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Business at the Site, shall service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and shall not make any changes, alterations or additions thereto without the prior written consent of Chick-fil-A, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator shall solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for such items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Site or leave Equipment at the Site which had been used at the Site prior to the date hereof.

2. Commencing on the Commencement Date, the Operator shall pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment equal to \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00) (the "Equipment Rental"). At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described herein with respect to the Equipment and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.

3. Commencing on the Commencement Date, the Operator shall timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Business during the Term of the Lease, including without limitation the following:

- (i) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;
- (ii) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment; and
- (iii) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and such Equipment cannot reasonably be repaired, then Chick-fil-A will replace such Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Business, as and to the extent such equipment and other items become worn out.

## Schedule 1 to Exhibit D to Lease

### LIST OF EQUIPMENT

#### Beverage & Ice Cream

- Beverage dispensing system (drink towers, carbonators, and regulators)
- Blended drinks station (not at all Restaurants)
- Beverage bag-in-box system & rack
- Coffee brewer(s)
- Tea brewer(s)
- Lemonade dispenser(s)
- Lemon juicer ([Sunkist model only](#))
- Ice cream machine(s)
- Refrigerated milkshake base dispenser
- Water filtration system (not at all Restaurants)
- Bulk CO2 tank (not at all Restaurants)
- Water Booster Pump (not in all Restaurants)

#### Cooking

- Chargrill cooker
- Open fryers
- Pressure fryers
- Radiant/Conveyor toaster (not in all Restaurants)
- Conveyor bun toaster
- Exhaust hoods (varying sizes)
  - Ansul fire suppression system
  - Rooftop exhaust fan(s)
- Convection oven(s)
- Griddle(s) (not at all Restaurants)
- Hotplates (not at all Restaurants)

#### Food Prep & Holding

- Centerline table(s) (not at all Restaurants)
- Electronic holding timer
- Wire storage shelving, upright and wall (per layout)
- Hot holding systems
  - Food holding station
  - Chicken warming station(s)
  - Single and/or double warming drawer(s)
  - Biscuit holding cabinet(s)
  - Waffle fry warming station
  - Food warming chute
  - Multi-use holding cabinet
- Soup warmer
- Sinks (varies per layout)
  - Hand sink
  - Three or four compartment sink
  - Vegetable produce sink
- Chicken transfer station (not at all Restaurants)
- Stainless steel worktable(s)
- Mixer, 20 quart (floor or table)
- Food cutter, 18" bowl

#### Refrigeration

- Undercounter refrigerator(s)
- Undercounter freezer(s) (not in all Restaurants)
- Reach-in refrigerator(s)
- Reach-in freezer(s)
- Refrigerated display case(s) (not at all Restaurants)
- Breeding table
- Salad prep table (not at all Restaurants)
- Thawing refrigerator(s)
- Quick chiller (not at all Restaurants)
- Refrigerated cold rail (not all Restaurants)
- Ice storage bin
- Ice machine(s)

#### Accessories & Fixtures

- Safe
- Seating -chairs, tables & booths package (not at all Restaurants)
- Drive-thru communications system (not at all Restaurants)
- Music system (dining room or outside) (not at all Restaurants)
- Menu boards (interior & exterior)
- Desk (Primary Office)
- Air curtain (drive thru & back door)
- Outdoor trash receptacle(s) (not at all Restaurants)
- Outdoor seating & umbrellas (not at all Restaurants)
- Outdoor playground equipment (not at all Restaurants)
- Indoor playground equipment (not at all Restaurants)
- Trash cart
- ~~Trash~~[Outdoor trash](#) compactors (not at all Restaurants)
- Security system (not at all Restaurants)
- Point of sale system (Registers, kitchen display system(s), cash drawer(s), receipt printer(s), and server)
- Back office computer and check printer and network equipment
- Shelving package
- Lockers
- Pressure Washer (not at all Restaurants)
- Image panels (not in all Restaurants)
- TV/DVD player (For Training purposes)
- Hand sink(s)

Updated 3/26/~~2015~~[2016](#)



**EXHIBIT “B” TO FRANCHISE AGREEMENT**

**CHICK-FIL-A TRADEMARKS**

## EXHIBIT “B” TO FRANCHISE AGREEMENT

### CHICK-FIL-A TRADEMARKS

The following trademarks are presently registered on the principal register of the United States Patent and Trademark Office:

Mark	Registration 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
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.



**EXHIBIT “C” TO FRANCHISE AGREEMENT**

**CHICK-FIL-A MENU OFFERINGS**

## EXHIBIT “C” TO FRANCHISE AGREEMENT

### CHICK-FIL-A MENU OFFERINGS

#### Classics

Chick-fil-A® Chicken Sandwich  
Chick-fil-A® Chicken Deluxe Sandwich ~~Deluxe~~  
Chick-fil-A® Spicy Chicken Sandwich  
Chick-fil-A® Spicy Chicken Deluxe Sandwich ~~Deluxe~~  
Chick-fil-A® Grilled Chicken Sandwich  
Chick-fil-A® Grilled Chicken Club Sandwich  
Chick-fil-A Chick-n-Strips®  
Chick-fil-A® Chicken Salad Sandwich  
Chick-fil-A® Nuggets  
Chick-fil-A® Grilled Nuggets

#### Wrap

Grilled Chicken Cool Wrap®

#### Beverages

Chick-fil-A® Lemonade  
Chick-fil-A® Diet Lemonade  
Coca-Cola® Soft Drinks  
Dr. Pepper® Soft Drinks  
Iced Tea - Sweetened  
Iced Tea - Unsweetened  
Milk  
Chocolate Milk  
Chick-fil-A® Coffee, sourced by THRIVE Farmers  
Chick-fil-A® Iced Coffee  
Simply Orange  
~~Minute Maid Apple Juice Box~~ Honest Kids Appley  
Ever After Juice Drink  
DASANI Bottled Water

#### Desserts

Chocolate Chunk Cookie  
Icedream®  
Chocolate Milkshake  
Strawberry Milkshake  
Vanilla Milkshake  
Cookies-&-Cream Milkshake  
Chick-fil-A® Frosted Lemonade  
Chick-fil-A® Frosted Diet Lemonade

#### Side Items

Chick-fil-A Waffle Potato Fries®  
~~Cole Slaw~~  
Superfood Side  
Side Salad  
Hearty Breast of Chicken Soup  
Fruit Cup  
Chicken Salad Cup  
Greek Yogurt Parfait  
Cinnamon Applesauce (Buddy Fruits®)

#### Salads

Chick-fil-A® Cobb Salad  
Chick-fil-A® ~~Asian~~ Spicy Southwest Salad  
Chick-fil-A® Grilled Market Salad

#### Breakfast

Chick-fil-A® Chicken Biscuit  
Chick-fil-A® Spicy Chicken Biscuit\*  
~~Hot Buttered~~ Plain Biscuit  
Chick-fil-A Chick-n-Minis™  
Chicken, Egg & Cheese on Sunflower Multigrain Bagel  
Sunflower Multigrain Bagel  
Chicken Breakfast Burrito  
Sausage Breakfast Burrito  
Hash Browns  
Bacon, Egg & Cheese Biscuit  
Bacon & Egg Biscuit  
Bacon Biscuit  
Sausage, Egg & Cheese Biscuit  
Sausage & Egg Biscuit  
Sausage Biscuit  
Egg Biscuit  
Biscuit and Gravy  
Cinnamon Cluster (through July 18, 2016)  
Multigrain Oatmeal (through July 18, 2016)  
Egg White Grill (beginning July 18, 2016)

#### Catering

Chilled Grilled Chicken Sub Sandwich  
Chick-fil-A® Waffle Potato Chips

\* May not be offered in all locations.

<http://www.chick-fil-a.com/Food/Menu>

Updated 3/~~26/2015~~9/2016



**EXHIBIT “D” TO FRANCHISE AGREEMENT**  
**ADDITIONAL BUSINESS AMENDMENTS**

**EXHIBIT “D” TO FRANCHISE AGREEMENT**

**ADDITIONAL BUSINESS AMENDMENT**  
**(Sole Proprietorship)**

**THIS ADDITIONAL BUSINESS AMENDMENT** (the “Amendment”) is made and shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), and its franchisee, \_\_\_\_\_ (the “Operator”).

**WHEREAS**, on or about \_\_\_\_\_, Chick-fil-A, Inc. and the Operator entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at \_\_\_\_\_, (address) (the “Agreement”); and

**WHEREAS**, pursuant to the terms of the Agreement, Chick-fil-A, Inc. and the Operator desire to amend and otherwise reaffirm the terms of the Agreement pursuant to the terms and conditions of this Amendment and to otherwise continue their respective performance under the Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the premises, the mutual promises and covenants contained herein, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. Pursuant to Section 2.6 of the Agreement, the address of the Additional Business shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for such Additional Business shall be the date first above written as the effective date of this Amendment.
3. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator’s Commencement Date for the Additional Business pursuant to this Amendment will be) approximately \_\_\_\_\_, 201\_\_, based on Chick-fil-A’s current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
4. The Operator hereby agrees that the Additional Business described above shall be governed by the terms of the Agreement, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit “1” to this Amendment.

5. This Amendment, including the Lease attached as Exhibit "1" and any other exhibits thereto, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement.
6. Operator acknowledges and agrees to all of his/her obligations under the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "1" and any other exhibits thereto) and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

**IN WITNESS WHEREOF, Chick-fil-A, Inc. and the Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.**

**CHICK-FIL-A, INC.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**OPERATOR**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **ADDITIONAL BUSINESS AMENDMENT**

### **(Business Entity)**

**THIS ADDITIONAL BUSINESS AMENDMENT** (the “Amendment”) is made and shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), its franchisee, \_\_\_\_\_, a \_\_\_\_\_ [corporation][limited liability company] (the “Operator”) and \_\_\_\_\_, the original signatory to the Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the “Operator-Owner”).

**WHEREAS**, on or about \_\_\_\_\_, Chick-fil-A and the Operator-Owner entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at \_\_\_\_\_, (address) (the “Agreement”);

**WHEREAS**, on or about \_\_\_\_\_, the Operator-Owner, after obtaining all required approvals and consents under the Agreement transferred and assigned his or her interest in the Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the “Assignment”); and

**WHEREAS**, pursuant to the terms of the Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Agreement and the Assignment pursuant to the terms and conditions of this Amendment and to otherwise continue their respective performance under the Agreement and the Assignment.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the premises, the mutual promises and covenants contained herein, as well as in the Agreement and the Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

1. Pursuant to Section 2.6 of the Agreement, the address of the Additional Business shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for such Additional Business shall be the date first above written as the effective date of this Amendment.
3. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator’s Commencement Date for the Additional Business pursuant to this Amendment will be) approximately \_\_\_\_\_, 201\_\_, based on Chick-fil-A’s current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.



4. The Operator and the Operator-Owner hereby agree that the Additional Business described above shall be governed by the terms of the Agreement and the Assignment, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit "1" to this Amendment.
5. This Amendment, including the Lease attached as Exhibit "1" and any other exhibits thereto, are attached to, incorporated in, and made a part of the Agreement. Capitalized terms used but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement.
6. Operator and the Operator-Owner acknowledge and agree to all of their respective obligations under the Assignment and the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "1" and any other exhibits thereto) and reaffirm the continuing existence and validity of the Agreement and the Assignment. Subject to their terms and conditions, as modified by this Amendment, the Agreement and the Assignment are in full force and effect as of the date of this Amendment, and shall remain in full force and effect.
7. Pursuant to the Assignment and this Amendment, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "1" and any other exhibits thereto. Nothing contained herein shall be deemed to relieve the Operator-Owner of any of his/her obligations contained in the Assignment or the Agreement. The Operator-Owner further agrees to, and by this instrument does hereby, guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "1" and any other exhibits thereto. Without limiting the foregoing, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A: (i) that the Operator shall pay all amounts to be paid and otherwise comply with all provisions of the Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses; and (ii) that if the Operator defaults in making any such payments or complying with any such provisions, the Operator-Owner shall pay forthwith upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of any such non-compliance.
8. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "1" and any other exhibits thereto, shall also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under said Assignment and Agreement and, pursuant to its terms, grounds for termination and/or non-renewal of the Agreement and the franchise granted under such Agreement.

**IN WITNESS WHEREOF, Chick-fil-A, Inc., the Operator and the Owner-Operator, intending to be legally bound, have duly executed and delivered this Amendment as of the day and year first above written.**

**CHICK-FIL-A, INC.**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**[OPERATOR]**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**OPERATOR-OWNER:**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT “B-1”**

**ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (CORPORATION)**

**EXHIBIT “B-2”**

**ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT  
(LIMITED LIABILITY COMPANY)**

# ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

(Corporation)

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (the "Assignment") is made and shall be effective as of \_\_\_\_\_ (the "Effective Date"), by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its assigning franchised Operator, \_\_\_\_\_ ("Assignor"), and \_\_\_\_\_, a corporation organized under the laws of the state of \_\_\_\_\_ and having its principal business address at \_\_\_\_\_ ("Assignee").

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

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Assistant Secretary

(CORPORATE SEAL)

"Assignor" (Assigning Operator)

\_\_\_\_\_

\_\_\_\_\_  
Witness

"Initial Business"  
Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Additional Business", if any  
Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Assignee"

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

**WITNESSETH:**

**WHEREAS**, Chick-fil-A and Assignor are parties to a Franchise Agreement and its attached Lease(s) dated \_\_\_\_\_, including any amendments and exhibits thereto (collectively, the "Franchise") with Chick-fil-A granting Assignor the right to operate, as the Operator, the Initial Business and the Additional Business(es), if any (individually and collectively referred to as the "Business"), at the Site(s), pursuant to the terms and conditions set forth in the Franchise; and

**WHEREAS**, Assignor has formed and organized Assignee for the purpose of owning and operating the Business; and

**WHEREAS**, Assignor desires to transfer all of Assignor's right, title and interest in the Franchise to Assignee; and

**WHEREAS**, all parties to the Assignment acknowledge that Chick-fil-A's consent to any transfer is required under the Franchise, and is necessary to ensure Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate the respective franchised Chick-fil-A restaurant businesses to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which such businesses are located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of the businesses, the Marks, Chick-fil-A, and the System.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the promises, covenants, warranties and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

**SECTION 1 – ASSIGNMENT  
AND ASSUMPTION**

1.1 As of the Effective Date, Assignor, in consideration of \$10.00 and other good and valuable consideration, hereby assigns, transfers and sets over to Assignee all the right, title and interest of Assignor in and to the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits thereto, and the Business, including any and all rights and benefits awarded or earned resulting from and arising under Chick-fil-A's Symbol of Success, Champions Club, or

other similar programs, subject to the terms and conditions therein.

1.2 Assignee hereby assumes all of Assignor's duties, obligations, agreements, commitments and liabilities under the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits thereto, and under or otherwise in connection with the Business, including under Chick-fil-A's Symbol of Success, Champions Club, or other similar programs and any related Buy Back or other agreements, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Operator thereunder with the same force and effect as if the Franchise were originally written with Assignee as the Operator.

**SECTION 2 – CONTINUING OBLIGATIONS  
AND GUARANTY OF ASSIGNOR**

2.1 Assignor agrees to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise, and that nothing contained herein shall be deemed to relieve Assignor of any of its obligations contained in the Franchise. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of Assignee's obligations, commitments, duties and liabilities under the Franchise, in the same manner, to the same degree and with the same recourse against Assignor as if Assignor were the Operator. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Chick-fil-A: (i) that Assignee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Business; and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing to Chick-fil-A under the Franchise and all damages that may arise as a result of any such non-compliance. Any violation or breach by Assignor of any term or condition of this Assignment or the Franchise shall also constitute a violation and breach of the same term or condition by Assignee, a default by Assignee under said Assignment or Franchise and, pursuant to its terms, grounds for termination and/or non-renewal of the Franchise.

2.2 After the Effective Date, Assignor shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which the Business is located and in the nation as a

whole, and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks, Chick-fil-A, and the System. Assignee and Assignor shall engage only in the operation of the Business, and no other business.

### **SECTION 3 – ENTITY NAME**

Assignor and Assignee acknowledge and agree that they shall not use Chick-fil-A's Marks (including, without limitation, the term "Chick-fil-A" or "CFA"), or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any corporate name or other legal name of Assignee or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of Assignee must not contain any derogatory or non-professional terms.

### **SECTION 4 – LIMITATIONS ON TRANSFER**

4.1. Assignor and Assignee, jointly and severally, agree, represent and warrant that they shall not make nor permit any subsequent assignment, pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of the Franchise, the Business or any rights or obligations under the Franchise, whether directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law.

4.2 Assignor and Assignee, jointly and severally, acknowledge and agree that the transfer of an interest in Assignee will in substance constitute an assignment of Assignee's interest in the Business, including the Franchise, which Assignor and Assignee have agreed not to transfer. Assignor and Assignee, jointly and severally, further agree, represent and warrant that (i) Assignor is the only person with a legal, beneficial or equity interest in Assignee; (ii) the extent of such legal, beneficial or equity interest is one hundred percent (100%); and (iii) there are no obligations or intentions to issue additional legal, beneficial or equity interests in Assignee. Assignee and Assignor, jointly and severally, agree, represent and warrant that they shall not make nor permit, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, the issuance, pledge or sale of stock in Assignee or any other legal, beneficial or equity interests in Assignee to be issued, pledged or sold to a person or entity other than Assignor nor make nor permit any stock in Assignee or any other legal, beneficial or equity interest in Assignee, in whole or in part, subsequently to be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or

involuntarily, including by will, trust or other instrument, or by operation of law. As used in this Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

### **SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT**

5.1 Chick-fil-A hereby consents to the assignment of the Franchise upon the following conditions only:

(a) Chick-fil-A has relied upon, and agreed to execute this Assignment based upon, the agreements, representations, warranties and guaranty executed and undertaken by Assignor and Assignee.

(b) The granting of this consent is in no way an approval by Chick-fil-A of the legal sufficiency of the formation and organizational documents or any other documents pertaining to Assignee, and insofar as the terms of same may conflict with or contradict the terms of the Assignment, said terms are expressly disclaimed.

(c) Assignor shall maintain stop-transfer instructions against the transfer on its records of any equity securities; Assignor shall include the following provision in the by-laws pertaining to Assignee:

(1) Neither the stock in the Corporation nor any other legal, beneficial or equity interest in the Corporation shall be issued, pledged or sold to a person or entity other than the initial sole stockholder, nor shall any stock in the Corporation nor any other legal, beneficial or equity interest in the Corporation, in whole or in part, be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are also subject to the terms of the Franchise and any attached Lease(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation. As used herein, the term "legal, beneficial or equity interest(s)" shall include direct or indirect interest(s) in the equity of the Corporation or the business risk of the franchised Chick-fil-A restaurant business(es) operated by the Corporation, including, but not limited to, interests allegedly denominated as debt, but which in substance

encompass the type of risk-taking interest described herein.

(2) All certificates representing stock in the Corporation during the term of the Franchise shall have affixed thereto a legend substantially in the following form:

“Neither this stock nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation.”

(3) In addition, each stock certificate of Assignee shall contain and conspicuously display the following statement:

Neither this stock nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all stock issuances and transfers are subject to the terms of the Franchise Agreement and any attached Lease(s), Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Corporation.

(d) The granting of the Assignment to Assignee is not a consent to any proposed future transfer of any interest in Assignee to beneficiaries upon the attainment of a certain age or other condition.

5.2 Granting consent to this Assignment does not constitute approval of any stockholder or officer of Assignee as an approved Operator or the Operator under the Franchise except as to the particular stockholder that is a previous signatory to the Franchise in his or her individual capacity as the approved Operator thereunder and who is listed on Exhibit A attached hereto and made a part of this Assignment. Assignor and Assignee agree that a breach of this Assignment shall constitute a breach of the Franchise and shall entitle Chick-fil-A to enforce all rights and remedies available to it including termination of the Franchise and this Assignment.

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease thereto, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or this Assignment, then the Franchise and this Assignment shall automatically terminate without any notice to Assignor or Assignee and this Assignment shall automatically be deemed null and void.

5.4 Assignor and Assignee hereby agree to promptly provide Chick-fil-A copies of the certificate of incorporation, by-laws, stock certificates or other agreements pertaining to Assignee and the holder(s) of all legal and beneficial interest in Assignee upon the written request of Chick-fil-A.

5.5 Assignor and Assignee agree that Chick-fil-A at any time during normal business hours may examine, review and copy any and all of each of their individual or corporate records, books, financial records, tax returns or other documents relating to Assignee for the purpose of ensuring compliance with the Franchise and this Assignment.

5.6 Assignor and Assignee agree that upon breach of any of the conditions, representations, agreements or warranties contained herein, they and each of them shall be subject, among all other remedies available by law or hereunder, to all relief and remedies granted to Chick-fil-A by the Franchise and this Assignment.

5.7 Chick-fil-A may review any of Assignee's organizational documents for purposes of determining whether they meet Chick-fil-A's then current requirements only. Therefore, the Assignment does not constitute an approval by Chick-fil-A for any other purpose or from any other perspective of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of the Assignment or Chick-fil-A's Operator selection or ownership criteria, requirements or policies, Chick-fil-A will not be bound by those documents and the provisions of the Assignment and Franchise shall control.

5.8 Assignor and Assignee acknowledge and agree that: (i) Chick-fil-A has not provided any legal, tax or other advice in connection with the Assignment; (ii) Chick-fil-A's approval of the Assignment does not constitute legal or tax advice; and (iii) Chick-fil-A has not reviewed or evaluated the validity of Assignee.

## **SECTION 6 – MISCELLANEOUS**

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All



obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

6.2 All terms and conditions of the Franchise remain in full force and effect, except as modified by this Assignment. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to them in the Franchise.

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 29 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease thereto and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) thereto.

6.4 The Assignment, together with the Franchise, including the Franchise Agreement and its attached Lease(s) and any amendments and exhibits thereto, shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and may be changed, modified or amended only by a written instrument executed by all parties hereto.

6.5 In the enforcement of any of its rights against Assignor, Chick-fil-A may proceed as if Assignor were the primary obligor under the Franchise. Assignor waives any right to require Chick-fil-A to first proceed against Assignee or to proceed against or exhaust any rights or security (if any) held by Chick-fil-A or to pursue any other remedy available to it before proceeding against Assignor. No dealings between Chick-fil-A and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, Chick-fil-A may modify or amend the Franchise, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise transact with and/or pursue its remedies against Assignee as Chick-fil-A may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

6.6 If Chick-fil-A institutes any action at law or in equity against the Operator or retains the services of legal counsel to secure, defend or protect its rights under or to enforce the terms of the Assignment, Chick-fil-A shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in securing, defending and protecting its rights and enforcing the terms of the Assignment.

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

6.8 The Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

6.9 The Assignment shall not become valid, binding or effective upon any party hereto unless and until it is accepted, made and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of the Assignment shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist as of the Effective Date and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of the Assignment or the Franchise, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

6.10 Assignor and Assignee acknowledge and agree that they each have and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its franchise System operations are conducted and supervised. The parties hereto agree that if any controversy or claim between them arises out of or relates to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, in the event there is no such jurisdiction or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall

have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. The Assignor and Assignee hereby waive any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waive any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of the Assignment, the Franchise and/or the relationship between or among Assignor, Assignee and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where Assignor and/or Assignee are located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

6.11. The obligations of the Assignor and Assignee, as well as the rights of Chick-fil-A, under this Assignment shall survive any expiration, termination or other cancellation of the Franchise or this Assignment.

## EXHIBIT “A”

<u>Stockholder Name</u>	<u>Address</u>	<u>Percentage of Equity Interest in Corporation</u>
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19772/2/3041145.12

Assignment and Consent (Corporation)

**ASSIGNMENT AND CONSENT TO  
ASSIGNMENT AGREEMENT**  
(Limited Liability Company)

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (the "Assignment") is made and shall be effective as of \_\_\_\_\_ (the "Effective Date"), by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 ("Chick-fil-A"), its assigning franchised Operator, \_\_\_\_\_ ("Assignor"), and \_\_\_\_\_, a limited liability company, organized under the laws of the state of \_\_\_\_\_ and having its principal business address at \_\_\_\_\_ ("Assignee").

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

By: \_\_\_\_\_  
Dan T. Cathy, Chief Executive Officer

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Assistant Secretary

"Assignor" (Assigning "Operator")

\_\_\_\_\_

\_\_\_\_\_  
Witness

"Initial Business"

Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Additional Business", if any

Chick-fil-A at \_\_\_\_\_  
(store name, alpha code & number)  
address \_\_\_\_\_  
city, state \_\_\_\_\_

"Assignee"

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

## WITNESSETH:

**WHEREAS**, Chick-fil-A and Assignor are parties to a Franchise Agreement and its attached Lease(s) dated \_\_\_\_\_, including any amendments and exhibits thereto (collectively, the "Franchise") with Chick-fil-A granting Assignor the right to operate, as the Operator, the Initial Business and the Additional Business(es), if any (individually and collectively referred to as the "Business"), at the Site(s), pursuant to the terms and conditions set forth in the Franchise; and

**WHEREAS**, Assignor has formed and organized Assignee for the purpose of owning and operating the Business; and

**WHEREAS**, Assignor desires to transfer all of Assignor's right, title and interest in the Franchise to Assignee; and

**WHEREAS**, all parties to the Assignment acknowledge that Chick-fil-A's consent to any transfer is required under the Franchise, and is necessary to ensure Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate the respective franchised Chick-fil-A restaurant businesses to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which such businesses are located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of the businesses, the Marks, Chick-fil-A, and the System.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF** the promises, covenants, warranties and representations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

### SECTION 1 – ASSIGNMENT AND ASSUMPTION

1.1 As of the Effective Date, Assignor, in consideration of \$10.00 and other good and valuable consideration, hereby assigns, transfers and sets over to Assignee all the right, title and interest of Assignor in and to the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits thereto, and the Business, including any and all rights and benefits awarded or earned resulting from and arising under Chick-fil-A's Symbol of Success, Champions Club, or other similar programs, subject to the terms and conditions therein.

1.2 Assignee hereby assumes all of Assignor's duties, obligations, agreements, commitments, and liabilities under the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits thereto, and under or otherwise in connection with the Business, including under Chick-fil-A's Symbol of Success, Champions Club, or other similar programs and any related Buy Back or other agreements, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Operator thereunder with the same force and effect as if the Franchise were originally written with Assignee as the Operator.

### SECTION 2 – CONTINUING OBLIGATIONS AND GUARANTY OF ASSIGNOR

2.1 Assignor agrees to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise, and that nothing contained herein shall be deemed to relieve Assignor of any of its obligations contained in the Franchise. Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of Assignee's obligations, commitments, duties and liabilities under the Franchise, in the same manner, to the same degree and with the same recourse against Assignor as if Assignor were the Operator. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to Chick-fil-A: (i) that Assignee shall pay all amounts to be paid and otherwise comply with all provisions of the Franchise or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Business; and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing to Chick-fil-A under the Franchise and all damages that may arise as a result of any such non-compliance. Any violation or breach by Assignor of any term or condition of this Assignment or the Franchise shall also constitute a violation and breach of the same term or condition by Assignee, a default by Assignee under said Assignment or Franchise and, pursuant to its terms, grounds for termination and/or non-renewal of the Franchise.

2.2 After the Effective Date, Assignor shall continue to devote his or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's Minimum Standards, Guidelines and image in the community in which the Business is located and in the nation as a whole, and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks, Chick-fil-A, and the System.

Assignee and Assignor shall engage only in the operation of the Business, and no other business.

### **SECTION 3 – ENTITY NAME**

Assignor and Assignee acknowledge and agree that they shall not use Chick-fil-A's Marks (including, without limitation, the term "Chick-fil-A" or "CFA"), or any other component(s) or derivative(s) of Chick-fil-A's Marks (including, without limitation, the term "Chick" or "fil"), as part of any corporate name or other legal name of Assignee or with any prefix, suffix or other modifying words, terms, designs or symbols. The name of Assignee must not contain any derogatory or non-professional terms.

### **SECTION 4 – LIMITATIONS ON TRANSFER**

4.1 Assignor and Assignee, jointly and severally, agree, represent and warrant that they shall not make nor permit any subsequent assignment, pledge, sale, assignment, encumbrance, gift, transfer or hypothecation of the Franchise, the Business or any rights or obligations under the Franchise, whether directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law.

4.2 Assignor and Assignee, jointly and severally, acknowledge and agree that the transfer of an interest in Assignee will in substance constitute an assignment of Assignee's interest in the Business, including the Franchise, which Assignor and Assignee have agreed not to transfer. Assignor, Assignee and the Member(s), jointly and severally, further agree, represent and warrant that: (i) Assignor is the only person with a legal, beneficial or equity interest in Assignee; (ii) the extent of such equity interest is one hundred percent (100%); and (iii) there are no obligations or intentions to issue additional legal, beneficial or equity interests in Assignee. Assignee and Assignor, jointly and severally, agree, represent and warrant that they shall not make nor permit, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law, the issuance, pledge or sale of new membership units in Assignee or any other legal, beneficial or equity interests in Assignee to be issued, pledged or sold to a person or entity other than Assignor nor make nor permit any membership interest in Assignee or any other legal, beneficial or equity interest in Assignee, in whole or in part, subsequently to be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. As used in this Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not

limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

### **SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT**

5.1 Chick-fil-A hereby consents to the assignment of the Franchise upon the following conditions only:

(a) Chick-fil-A has relied upon, and agreed to execute this Assignment based upon, the agreements, representations, warranties and guaranty executed and undertaken by Assignor and Assignee.

(b) The granting of this consent is in no way an approval by Chick-fil-A of the legal sufficiency of the formation and organizational documents or any other documents pertaining to Assignee and insofar as the terms of same may conflict with or contradict the terms of the Assignment said terms are expressly disclaimed.

(c) Assignor shall maintain stop-transfer instructions against the transfer on its records of any equity securities; Assignor shall include the following provision in the limited liability company operating agreement pertaining to Assignee:

(1) Neither the membership interests in the Company nor any other legal, beneficial or equity interest in the Company shall be issued, pledged or sold to a person or entity other than the initial sole member, nor shall any membership interests in the Company nor any other legal, beneficial or equity interest in the Company, in whole or in part, be pledged, sold, assigned, encumbered, given, transferred or otherwise hypothecated, directly or indirectly, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are also subject to the terms of the Franchise Agreement and any attached Leases, Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company. As used herein, the term "legal, beneficial or equity interest(s)" shall include direct or indirect interest(s) in the equity of the Company or the business risk of the franchised Chick-fil-A restaurant business(es) operated by the Company, including, but not limited to, interests allegedly denominated as debt, but which in substance encompass the type of risk-taking interest described herein.

(2) All certificates representing membership interests in the Company during the term

of the Franchise shall have affixed thereto a legend substantially in the following form:

“Neither this membership interest nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are subject to the terms of the Franchise Agreement and any attached Leases, Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company.”

(3) In addition, each membership certificate of Assignee shall contain and conspicuously display the following statement:

Neither this membership interest nor any legal or beneficial interest thereof shall be pledged, sold, assigned, encumbered, given, transferred or hypothecated, directly or indirectly, in whole or in part, voluntarily or involuntarily, including by will, trust or other instrument, or by operation of law. Any and all issuances of membership interests and transfers are subject to the terms of the Franchise Agreement and any attached Leases, Assignment and Consent to Assignment Agreement relating to the Franchise Agreement and other applicable agreements, for each franchised Chick-fil-A restaurant business operated by the Company.

(d) The granting of the Assignment to Assignee is not a consent to any proposed future transfer of any interest in Assignee to beneficiaries upon the attainment of a certain age or other condition.

5.2 Granting consent to this Assignment does not constitute approval of any member or officer of Assignee as an approved Operator or the Operator under the Franchise except as to the particular member that is a previous signatory to the Franchise in his or her individual capacity as the approved Operator thereunder and who is listed on Exhibit A attached hereto and made a part of this Assignment. Assignor and Assignee agree a breach of this Assignment shall constitute a breach of the Franchise and shall entitle Chick-fil-A to enforce all rights and remedies available to it including termination of the Franchise and this Assignment.

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease thereto, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or this Assignment, then the Franchise and this

Assignment shall automatically terminate without any notice to Assignor or Assignee and this Assignment shall automatically be deemed null and void.

5.4 Assignor and Assignee agree to promptly provide Chick-fil-A copies of the articles of organization and the limited liability company operating agreement of Assignee and all the holders of all legal and beneficial interest in Assignee upon the written request of Chick-fil-A.

5.5 Assignor and Assignee agree that Chick-fil-A at any time during normal business hours may examine, review and copy any and all of each of their individual or entity records, books, financial records, tax returns or other documents relating to Assignee for the purpose of ensuring compliance with the Franchise and this Assignment.

5.6 Assignor and Assignee agree that upon breach of any of the conditions, representations, agreements or warranties contained herein, they and each of them shall be subject, among all other remedies available by law or hereunder, to all relief and remedies granted to Chick-fil-A by the Franchise and this Assignment.

5.7 Chick-fil-A may review any of Assignee's organizational documents for purposes of determining whether they meet Chick-fil-A's then current requirements only. Therefore, the Assignment does not constitute an approval by Chick-fil-A for any other purpose or from any other perspective of any documents relating to Assignee. If any of those documents conflict with or contradict the provisions of the Assignment or Chick-fil-A's Operator selection or ownership criteria, requirements or policies, Chick-fil-A will not be bound by those documents and the provisions of the Assignment and Franchise shall control.

5.8 Assignor and Assignee acknowledge and agree that: (i) Chick-fil-A has not provided any legal, tax or other advice in connection with the Assignment; (ii) Chick-fil-A's approval of the Assignment does not constitute legal or tax advice; and (iii) Chick-fil-A has not reviewed or evaluated the validity of Assignee.

## **SECTION 6 – MISCELLANEOUS**

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

6.2 All terms and conditions of the Franchise remain in full force and effect, except as modified by

this Assignment. All defined terms used, but not defined, in the Assignment shall have the meaning as defined in the Franchise.

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 29 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease thereto and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) thereto.

6.4 The Assignment, together with the Franchise, including the Franchise Agreement and its attached Lease(s) and any amendments and exhibits thereto, shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and may be changed, modified or amended only by a written instrument executed by all parties hereto.

6.5 In the enforcement of any of its rights against Assignor, Chick-fil-A may proceed as if Assignor were the primary obligor under the Franchise. Assignor waives any right to require Chick-fil-A to first proceed against Assignee or to proceed against or exhaust any rights or security (if any) held by Chick-fil-A or to pursue any other remedy available to it before proceeding against Assignor. No dealings between Chick-fil-A and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, Chick-fil-A may modify or amend the Franchise, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise transact with and/or pursue its remedies against Assignee as Chick-fil-A may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

6.6 If Chick-fil-A institutes any action at law or in equity against the Operator or retains the services of legal counsel to secure, defend or protect its rights under or to enforce the terms of the Assignment, Chick-fil-A shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in securing, defending and protecting its rights and enforcing the terms of the Assignment.

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

6.8 The Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

6.9 The Assignment shall not become valid, binding or effective upon any party hereto unless and until it is accepted, made and executed by Chick-fil-A in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of the Assignment shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they exist as of the Effective Date and thereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of the Assignment or the Franchise, and any other aspect of the parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

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



Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Assignor and Assignee hereby waive any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waive any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of the Assignment, the Franchise and/or the relationship between or among Assignor, Assignee and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any

appropriate jurisdiction where Assignor and/or Assignee are located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

6.11 The obligations of the Assignor and Assignee, as well as the rights of Chick-fil-A, under this Assignment shall survive any expiration, termination or other cancellation of the Franchise or this Assignment.

**EXHIBIT “A”**

<u>Member Name</u>	<u>Address</u>	<u>Percentage of Equity Interest in LLC</u>
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**EXHIBIT “C”**

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

# Chick-fil-A, Inc.

## Consolidated Financial Statements December 31, 2014 and 2013

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and 2013

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

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## 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

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

	2014	2013
<b>Assets</b>		
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.**

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

	<u>2015</u>	<u>2014</u>	
<b><u>Assets</u></b>			
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>
<b>Liabilities and Stockholders' Equity</b>			
Accounts payable			
Due to restaurant <del>Operators</del> Franchisees	\$	\$	\$ <del>130,565,712</del>
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
<del>Operators' Franchisees'</del> 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
<del>110,806 shares in 2014 and 2013 issued and outstanding</del>		<del>1,108</del>	<del>1,108</del>
Nonvoting shares of \$.01 par value; 180,000,000 authorized; <del>94,368,117</del> 93,913,572 shares in shares in <del>2013</del> 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><b>2015</b></u>	<u><b>2014</b></u>
<u><b>Revenue and income</b></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><b>Costs and expenses</b></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><b>Other comprehensive income (loss), before tax</b></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>		
<b><u>Balances at December 31, 2013</u></b>	<u>\$ 1,108</u>	<u>\$ 946,681</u>	<u>\$ 2,392,514</u>	<u>\$ (51,161,908)</u>	<u>\$ 1,926,394,263</u>	<u>\$ 1,878,572,658</u>
<u>Comprehensive income</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>(14,506,353)</u>	<u>256,727,032</u>	<u>242,220,679</u>
<u>Dividends</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>(188,958)</u>	<u>(188,958)</u>
<u>Purchase and retirement of 300,000</u>						
<u>shares of nonvoting common stock</u>	<u>=</u>	<u>(3,000)</u>	<u>=</u>	<u>=</u>	<u>(6,597,000)</u>	<u>(6,600,000)</u>
<b><u>Balances at December 31, 2014</u></b>	<u>1,108</u>	<u>943,681</u>	<u>2,392,514</u>	<u>(65,668,261)</u>	<u>2,176,335,337</u>	<u>2,114,004,379</u>
<u>Comprehensive income</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>1,319,547</u>	<u>319,434,508</u>	<u>320,754,055</u>
<u>Dividends</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>(188,049)</u>	<u>(188,049)</u>
<u>Purchase and retirement of 454,545</u>						
<u>shares of nonvoting common stock</u>	<u>=</u>	<u>(4,545)</u>	<u>=</u>	<u>=</u>	<u>(9,995,445)</u>	<u>(9,999,990)</u>
<b><u>Balances at December 31, 2015</u></b>	<u>\$ 1,108</u>	<u>\$ 939,136</u>	<u>\$ 2,392,514</u>	<u>\$ (64,348,714)</u>	<u>\$ 2,485,586,351</u>	<u>\$ 2,424,570,395</u>

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>
<b><u>Cash flows from operating activities</u></b>		
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
<b><u>Cash flows from investing activities</u></b>		
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)
<b><u>Cash flows from financing activities</u></b>		
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
<b><u>Cash and cash equivalents</u></b>		
Beginning of year	301,832,216	225,646,294
End of year	\$ 381,110,541	\$ 301,832,216
<b><u>Supplemental disclosure of cash flow information</u></b>		
Cash paid during the year for		
Interest	\$ 84,282	\$ -
Income taxes	152,272,546	162,430,832
<b><u>Supplemental disclosure of noncash transactions</u></b>		
<b><u>financing and investing activities</u></b>		
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**

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**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

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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.

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

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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

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

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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

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

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>
<b><u>Change in benefit obligations</u></b>				
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
<b><u>Change in plan assets</u></b>				
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>
<b><u>Amounts recognized in accumulated other comprehensive loss consists of</u></b>				
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



**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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<b><u>Components of net periodic benefit cost</u></b>				
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		

<b><u>Weighted average assumptions used to determine benefit obligations as of December 31</u></b>				
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
<b><u>Weighted average assumptions used to determine net periodic benefit cost for year ended</u></b>				
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.

<b><u>Assets at Fair Values as of December 31, 2015</u></b>				
	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Total</u></b>
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

<b><u>Assets at Fair Values as of December 31, 2014</u></b>				
	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Total</u></b>
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

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

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:

	Minimum	Target	Maximum
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>Payments</u>	<u>Medicare 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**

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

	<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

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

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>	<u>235,996</u>	<u>59,913</u>
	<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>	<u>11,294,539</u>	<u>597,300,386</u>
<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.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2015 and 2014**

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.

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

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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.

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

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

	<u>2014</u>	<u>2013</u>
<b><u>Assets</u></b>		
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.**  
**Consolidated Balance Sheets**  
**December 31, 2014 and 2013**

	<u>2014</u>	<u>2013</u>
<b><u>Liabilities and Stockholders' Equity</u></b>		
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>
<b><u>Stockholders' equity Common stock</u></b>		
<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
<b>Revenue and income</b>		
Income from restaurants		
Base operating service <del>charge</del> fees	\$ 807,485,061	\$ 706,904,338
<del>Company's share of additional</del> Additional operating	<del>381,241</del>	306,280,083
Rental income	-	-
	1,424,964,444	1,216,081,525
Other sales, including sales from company-operated restaurants	174,156,128	147,210,750
Other income	-	-
Total revenue and income	-	-
<b>Costs and expenses</b>		
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	-	-
Earnings before contributions, scholarships, and		
income taxes	423,724,521	417,563,064
Contributions and scholarships	-	-
Earnings before income taxes	388,465,532	377,931,867
Income taxes	-	-
Net earnings	\$ 256,727,032	\$ 230,829,867
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	(22,485,353)	7,229,429
Income taxes	7,979,000	-
Other comprehensive (loss) income, net of income taxes	-	4,511,429
<b>Comprehensive income</b>	\$ 242,220,679	\$ 235,341,296

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**

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~~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**

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	<del>Common Stock</del>	<del>Voting</del>	<del>Nonvoting</del>	<del>Additional Paid-in Capital</del>
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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**

<b>Balances at December 31, 2012</b>	\$	1,108	<del>\$ 2,392,514</del>	<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)
<b>Balances at December 31, 2013</b>	\$	1,108	<del>\$ 2,392,514</del>	<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)
<b>Balances at December 31, 2014</b>	\$	1,108	<del>\$ 943,681</del>	<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**

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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 from notes  
payments



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

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

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

<del>100,000,000</del>	<del>(238,691)</del>	<del>(379,019)</del>
	<del>(6,600,000)</del>	<del>(6,883,326)</del>
<del>(189,558)</del>		

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>
<b><u>Cash flows from operating activities</u></b>		
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
<b><u>Cash flows from investing activities</u></b>		
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)
<b><u>Cash flows from financing activities</u></b>		
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
<b><u>Cash and cash equivalents</u></b>		
Beginning of year	225,646,294	161,304,151
End of year	\$ 301,832,216	\$ 225,646,294
<b><u>Supplemental disclosure of cash flow information</u></b>		
Cash paid during the year for		
Interest	\$ -	12,365
Income taxes	162,430,832	118,840,951
<b><u>Supplemental disclosure of noncash transactions financing and investing activities</u></b>		
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

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#### 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 to the Franchisee~~ profit draw 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~~ 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**

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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

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~~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**

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~~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*, 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~~ income taxes in accordance with ASC 740, *Income Taxes*, which uses ~~an asset and liability approach~~ 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

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

<u>Prior service cost</u>	<del>\$ 966,404</del>	<del>\$ 611,045</del>	<del>\$ 1,577,449</del>
	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
<b>Change in benefit obligations-</b>				
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>
<b>Change in plan assets</b>				
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**

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**Pension Plans**

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

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~~2013~~

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

Postretirement Medical Plan 2014 2013 2014 2013

<b>Change in benefit obligations</b>				
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
<b>Change in plan assets</b>				
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

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

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

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

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~~N/A~~

~~7.00%~~

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

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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**  
**December 31, 2014 and 2013**

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N/A N/A

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

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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**

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~~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**  
**December 31, 2014 and 2013**

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6.16 %

N/A N/A 7.25 %  
~~5.00~~ %  
9

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

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
<b>Weighted average assumptions used to determine net periodic benefit cost for year ended December 31</b>				
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.

<b>Assets at Fair Values as of December 31, 2014</b>				
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
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

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

\$ 71,307,815

Cash	\$13,262,061	\$	<del>\$\$\$13,262,061</del>
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	<del>\$52,100,000</del>	<del>\$16,949,505</del>	<del>\$2,258,310</del> <del>\$71,307,815</del>

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**

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

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Target

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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				<b>Maximum</b>
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

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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<u>Pension</u>		<u>Postretirement Medical</u>
		<u>Medicare</u>
		Plans

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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**Payments**

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

	<b>Subsidy</b>		
<b>Years Ending</b>			
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:

	<b>2014</b>		
	<b>Current</b>	<b>Deferred</b>	<b>Total</b>
	<b>201</b>		
	<b>Current</b>	<b>Deferred</b>	<b>Total</b>
Federal	\$ 105,640,000	\$ 30,958,000	\$ 136,598,000
State	7,363,000	(12,226,000)	(4,863,000)
Foreign	-	-	-
	<del>\$113,006,500</del>	<del>\$18,732,000</del>	<del>\$131,738,500</del>
	<b>201</b>		
	<b>Current</b>	<b>Deferred</b>	<b>Total</b>
Federal	\$120,172,000	\$13,583,000	\$133,755,000
State	11,230,000	2,117,000	13,347,000
Foreign	-	-	-



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

	<del>-\$131,402,000</del>	<del>\$15,700,000</del>	<del>\$147,102,000</del>
	<b>2013</b>		
	<b>Current</b>	<b>Deferred</b>	<b>Total</b>
<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.

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

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>

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

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are as follows:

~~Years Ending December 31~~

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

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~~Capital Leases~~

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

**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 of certain menu items from 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**  
**December 31, 2014 and 2013**

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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**  
**December 31, 2014 and 2013**

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~~**Chick-fil-A, Inc.**~~  
~~**Consolidated Financial Statements**~~  
~~**December 31, 2013 and 2012**~~

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

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**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.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2014 and 2013**

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

~~2013~~

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

~~2012~~

<del>Assets</del>		
<del>Cash and cash equivalents</del>	<del>\$225,646,294</del>	<del>\$161,304,151</del>
<del>Investments</del>	<del>114,504,838</del>	<del>93,074,533</del>
<del>Inventories</del>	<del>6,501,698</del>	<del>8,067,051</del>
<del>Property and equipment, at cost</del>		
<del>Leased to restaurant Operators-</del>		
<del>Land</del>	<del>496,616,260</del>	<del>457,061,158</del>
<del>Capital leases</del>	<del>2,535,016</del>	
<del>Buildings</del>	<del>683,165,795</del>	<del>604,577,937</del>
<del>Leasehold improvements</del>	<del>970,756,830</del>	<del>848,110,612</del>
<del>Fixtures and equipment</del>	<del>418,986,164</del>	<del>352,683,380</del>
<del>Equipment in storage and construction in progress</del>	<del>71,940,357</del>	<del>61,972,978</del>
<del>Office land, buildings, fixtures, and equipment</del>	<del>218,015,643</del>	<del>187,858,485</del>
<del>Capital leases</del>	<del>154,763</del>	<del>154,763</del>
	<del>2,862,170,828</del>	<del>2,512,419,313</del>
<del>Less: Accumulated depreciation and amortization</del>	<del>715,978,080</del>	<del>629,174,798</del>
<del>Net property and equipment</del>	<del>2,146,192,748</del>	<del>1,883,244,515</del>
<del>Cash surrender value of life insurance</del>	<del>74,460,208</del>	<del>60,414,427</del>
<del>Prepaid expenses and other assets</del>	<del>35,066,635</del>	<del>34,203,756</del>
<del>Notes receivable</del>	<del>2,937,461</del>	<del>2,894,335</del>
<del>Income taxes receivable</del>		<del>6,886,850</del>
<del>Receivables</del>	<del>27,528,512</del>	<del>22,396,958</del>
<del>Total assets</del>	<del>\$2,632,838,394</del>	<del>\$2,281,486,576</del>

~~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**

	2013	2012
<b>Liabilities and Stockholders' Equity</b>		
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>
<b>Stockholders' equity</b>		
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**

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**Consolidated Statements of Comprehensive Earnings**  
**Years Ended December 31, 2013 and 2012**

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	2013	2012
<b>Revenue and income</b>		
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>
<b>Costs and expenses</b>		
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**\_\_\_\_\_

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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, 2013 and 2012~~\_\_\_\_\_

\_\_\_\_\_~~Common Stock~~\_\_\_\_\_~~Voting~~\_\_\_\_\_~~Nonvoting~~

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

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~~Additional Paid-in Capital~~

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

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	Accumulated	
Other		
Comprehensive	Retained	
Loss	Earnings	Total

Balances at December 31, 2011	\$ 1,108	<del>\$953,505</del>	<del>\$2,396,464</del>	<del>\$ (36,486,587)</del>	\$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**

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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 franchise 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 profit margin) in the year, it has been the Company's practice 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**  
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~~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.~~

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**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**

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**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**

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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**

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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

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**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.

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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

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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**

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**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**  
**December 31, 2014 and 2013**

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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 plan. 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 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 designated beneficiary. 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**

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

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Pension Plans	
2013	2012

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**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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**Postretirement Medical Plan 2013—2012**

<b>Change in benefit obligations-</b>				
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>
<b>Change in plan assets</b>				
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**  
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Postretirement Medical Plan	2013	2012	2013	2012
Amounts recognized in accumulated other comprehensive loss consists of Prior service cost	<del>\$4,501,328</del>	<del>\$5,291,420</del>	<del>\$4,742,192</del>	<del>\$1,992,960</del>
Net actuarial loss	<del>56,083,440</del>	<del>70,277,121</del>	<del>16,662,948</del>	<del>11,657,836</del>
Total (before tax effect)	<del>\$60,584,768</del>	<del>\$75,568,541</del>	<del>\$21,405,140</del>	<del>\$13,650,796</del>
Components of net periodic benefit cost				
Service cost	<del>\$12,280,590</del>	<del>\$9,097,177</del>	<del>\$4,879,157</del>	<del>\$2,584,218</del>
Interest cost	<del>6,460,438</del>	<del>6,483,441</del>	<del>2,653,096</del>	<del>1,482,864</del>
Expected return on plan assets	<del>(4,902,531)</del>	<del>(4,392,404)</del>		
Amortization of prior service cost	<del>646,378</del>	<del>505,422</del>	<del>460,411</del>	<del>398,593</del>
Recognized actuarial loss	<del>5,778,846</del>	<del>2,786,951</del>	<del>441,219</del>	<del>50,391</del>
Net periodic benefit cost	<del>\$20,272,721</del>	<del>\$14,480,587</del>	<del>\$8,443,783</del>	<del>\$4,516,066</del>
One time charge for change in assumptions			<del>12,089,984</del>	<del>-</del>
Total expense	<del>\$20,272,721</del>	<del>\$14,480,587</del>	<del>\$20,533,767</del>	<del>\$4,516,066</del>
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**

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~~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**

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~~5.16%~~

N/A

~~7.25%~~

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

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~~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**

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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**

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5.00%

9

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

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**

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~~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~~

<del>Effect on total service cost and interest cost</del>	<del>N/A</del>	<del>N/A</del>	<del>\$ (2,053,122)</del>	<del>\$ (988,892)</del>
<del>Effect on benefit obligation</del>	<del>N/A</del>	<del>N/A</del>	<del>\$ (15,546,216)</del>	<del>\$ (9,794,276)</del>

~~Sensitivity to a one percentage point  
increase in health care cost trend  
rates~~

<del>Effect on total service cost and interest cost</del>	<del>N/A</del>	<del>N/A</del>	<del>\$2,901,528</del>	<del>\$1,384,000</del>
<del>Effect on benefit obligation</del>	<del>N/A</del>	<del>N/A</del>	<del>\$21,388,625</del>	<del>\$13,460,000</del>



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

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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**  
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---

~~Total~~

Cash	\$13,262,061	\$	<del>\$13,262,061</del>	
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**  
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---

~~Level 2~~ ~~Level 3~~

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

Cash	\$227,685	\$	<del>227,685</del>	
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**  
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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~~

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



**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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**Maximum**

Domestic stocks	1 %	30 %	55 %
International stocks	1 %	30 %	50 %
Fixed income	1 %	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**  
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Postretirement Medical Medicare

Plans



**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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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 +nmppn<sup>3</sup>•nl•n mnintn•n nnnqi•nllfied rferred compensation plan on behalf of a~~  
~~select~~ ~~gran ip nf exen iti<sup>2</sup>•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**

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~~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
<del>Balance Sheet</del>			
<del>Assets:-</del>			
<del>Investments</del>		93,074,533	93,074,533
<del>Total Assets</del>	2,188,412,043	93,074,533	2,281,486,576
<del>Liabilities: Accrued</del>			
<del>Expenses</del>	174,162,399	93,074,533	267,236,932
<del>Total Liabilities</del>	538,107,797	93,074,533	631,182,330
<del>Statement of Income</del>			
<del>Revenue and income: Other</del>			
<del>income</del>	23,098,203	9,552,902	32,651,105
	1,268,029,173	9,552,902	1,277,582,075
<del>Costs and expenses:</del>			
<del>SG&amp;A expenses (Company contributions)</del>	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

Operating Flows Net earnings

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

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

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228,112,481



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

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(9,552,902)

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

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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**

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~~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
	<del>\$131,402,000</del>	<del>\$15,700,000</del>	<del>\$147,102,000</del>
	Current	2012 Deferred	Total
Federal	\$112,573,000	\$10,973,000	\$123,546,000
State	10,566,000	1,683,000	12,249,000
	<del>\$123,139,000</del>	<del>\$12,656,000</del>	<del>\$135,795,000</del>

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

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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.

■ 7

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**

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~~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**

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~~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**

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Capital Leases

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

**Operating Leases**

2014	<b>\$188,022</b>	<b>\$86,889,675</b>
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	<b>\$1,044,779</b>	

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 per year to 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**\_\_\_\_\_

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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**

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**EXHIBIT “D”**

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quality requirements guide

Content as of March 4, 2015 [10.2016](#)



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F I N A N C I A L   S E R V I C E S

Guide to  
Managing Food Cost  
and Stopping

The **D.R.I.P.**

Cash and Inventory  
Management Systems

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**EXHIBIT “E”**

**LIST OF OPERATOR RESTAURANTS, CHICK-FIL-A  
OPERATED RESTAURANTS AND LICENSED UNITS**

## CHICK-FIL-A RESTAURANT LISTING AS OF

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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<a href="#">Mike Philip Ricks Myers</a>	26861 Aliso Creek Rd	Aliso Viejo	92656-3392	949/425-1685
CA	OPR	Carlos Mayen Solorzano	900 E Alosta Ave	Azusa	91702-2709	626/334-7600
CA	OPR	<a href="#">Justin Troy Clark Hess</a>	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	<a href="#">Jordan Ciervo</a>	<a href="#">1290 Auto Park Way</a>	<a href="#">Escondido</a>	<a href="#">92029-2232</a>	<a href="#">760/738-9200</a>
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	<a href="#">Dan Kosin</a>	<a href="#">5245 Mowry Ave</a>	<a href="#">Fremont</a>	<a href="#">94538-1056</a>	<a href="#">510/608-5771</a>
CA	OPR	<a href="#">Jon Hooper</a>	<a href="#">5539 Auto Mall Pkwy</a>	<a href="#">Fremont</a>	<a href="#">94538-5128</a>	<a href="#">510/353-1678</a>
CA	OPR	<a href="#">Peter Marthedal</a>	<a href="#">765 E Shaw Ave</a>	<a href="#">Fresno</a>	<a href="#">93710-7705</a>	<a href="#">559/226-1967</a>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
CA	OPR	Matt Ellenberg	2040 N Rose Ave	Oxnard	93036-5052	805/988-9232



## CHICK-FIL-A RESTAURANT LISTING AS OF

CA	OPR	<a href="#">Randall Brookshire</a>	<a href="#">732 W Rancho Vista Blvd</a>	<a href="#">Palmdale</a>	<a href="#">93551-3713</a>	<a href="#">661/947-7700</a>
CA	OPR	Adaobi Gwacham	1700 E Colorado Blvd	Pasadena	91106-2115	626/793-7636
CA	OPR	<a href="#">Livi Vizi</a>	<a href="#">2354 Sunrise Blvd</a>	<a href="#">Rancho Cordova</a>	<a href="#">95670-4343</a>	<a href="#">916/853-9100</a>
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	<a href="#">Brent Baillio</a>	<a href="#">10750 Camino Ruiz</a>	<a href="#">San Diego</a>	<a href="#">92126-2305</a>	<a href="#">858/566-7800</a>
CA	OPR	<a href="#">Matthew Matt Hughes</a>	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	<a href="#">Tyler Lunn</a>	<a href="#">10750 Camino Ruiz</a>	<a href="#">San Diego</a>	<a href="#">92126-2305</a>	<a href="#">858/566-7800</a>
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	<a href="#">Jason Chris Sutton Medford</a>	1452 Mendocino Ave	Santa Rosa	95401-4314	707/542-2456
CA	OPR	<a href="#">Nate Kyle Knecht Steck</a>	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	<a href="#">Ignacio Erasq</a>	<a href="#">1191 Admiral Callaghan Ln</a>	<a href="#">Vallejo</a>	<a href="#">94591-3701</a>	<a href="#">707/648-7001</a>
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	<a href="#">David Powell</a>	<a href="#">24400 E Smoky Hill Rd</a>	<a href="#">Aurora</a>	<a href="#">80016-1385</a>	<a href="#">303/690-4110</a>
CO	OPR	Doug Bizerra	1198 S Havana St	Aurora	80012-4008	303/745-7872
CO	TMP	<a href="#">John Pence</a>	<a href="#">24400 E Smoky Hill Rd</a>	<a href="#">Aurora</a>	<a href="#">80016-1385</a>	<a href="#">303/690-4110</a>
CO	OPR	Karen Arangua	14310 E Alameda Ave	Aurora	80012-2520	303/366-0779
CO	OPR	<a href="#">Matt Williams</a>	<a href="#">3444 North Salida Street</a>	<a href="#">Aurora</a>	<a href="#">80011</a>	<a href="#">303/307-1099</a>
CO	OPR	Shane Weeks	5600 S Parker Rd	Aurora	80015-1110	303/766-9170
CO	TMP	<a href="#">Timothy Trey Harendt Senn</a>	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 <del>Of The of the</del> 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	<a href="#">Ryan Saxby</a>	<a href="#">7925 Fountain Mesa Rd</a>	<a href="#">Fountain</a>	<a href="#">80817-1535</a>	<a href="#">719/312-3123</a>
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	<a href="#">Doug Jacobson</a>	<a href="#">8515 Park Meadows Center Dr Ste 3018</a>	<a href="#">Littleton</a>	<a href="#">80124-5015</a>	<a href="#">303/706-9500</a>
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	<a href="#">Doug Jacobson</a>	<a href="#">8515 Park Meadows Center Dr</a>	<a href="#">Lone Tree</a>	<a href="#">80124-5012</a>	<a href="#">303/706-9500</a>
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	<a href="#">DeanNathan LawsAnderson</a>	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	<a href="#">Steve LaVoye</a>	<a href="#">25 Hazard Ave</a>	<a href="#">Enfield</a>	<a href="#">06082-3725</a>	<a href="#">860/253-0469</a>
CT	OPR	Todd Langston	1098 N Colony Rd	Wallingford	06492-1728	203/265-4747
DC	OPR	<a href="#">Jessie Chesson</a>	<a href="#">3100 14th St NW</a>	<a href="#">Washington</a>	<a href="#">20010-2415</a>	<a href="#">202/986-3290</a>
DE	OPR	Adam Marcus	1101 Quintilio Dr	Bear	19701-6003	302/834-4816
DE	TMP	<a href="#">BrittanyRon</a>	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 <a href="#">E Altamonte Mall Dr</a>	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	<a href="#">AJJustin PuglisiMize</a>	1560 W Boynton Beach Blvd	Boynton Beach	33436-4602	561/752-0790
FL	OPR	<a href="#">DavidHolly SpethSiudmak</a>	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	<a href="#">RickNicko Powell</a> <a href="#">Apostolu</a>	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	<a href="#">WinstonBrent Overton</a> <a href="#">Baillio</a>	<a href="#">1700 W International Speedway</a> <a href="#">3648 W</a>	<a href="#">DaytonaDeerfield Beach</a>	<a href="#">3211433442</a>	<a href="#">386954/258570</a>
FL	OPR	<a href="#">Susan Leffert</a>	<a href="#">1800 S Federal Hwy</a>	<a href="#">Delray Beach</a>	<a href="#">33483-3311</a>	<a href="#">561/265-0321</a>
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	<a href="#">Eric Gillis</a>	<a href="#">3280 Oak Bluff Ln</a>	<a href="#">Jacksonville</a>	<a href="#">32257-6221</a>	<a href="#">904/292-4668</a>
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	<a href="#">HollyNathan</a>	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	<a href="#">Tim Lytle</a>	<a href="#">3286 N John Young Pkwy</a>	<a href="#">Kissimmee</a>	<a href="#">34741-7549</a>	<a href="#">407/935-0102</a>
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	<a href="#">JustinKayley Mize</a> <a href="#">Jones</a>	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
<a href="#">FL</a>	<a href="#">OPR</a>	<a href="#">Mauricio Leon</a>	<a href="#">9301 West Flagler Street</a>	<a href="#">Miami</a>	<a href="#">33174</a>	<a href="#">305/553-5497</a>
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
<a href="#">FL</a>	<a href="#">OPR</a>	<a href="#">Mike Ricks</a>	<a href="#">52 Scenic Gulf Drive</a>	<a href="#">Miramar Beach</a>	<a href="#">32550</a>	<a href="#">850/654-0064</a>
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
<a href="#">FL</a>	<a href="#">TMP</a>	<a href="#">Caleb Easthon</a>	<a href="#">2885 S Orange Ave</a>	<a href="#">Orlando</a>	<a href="#">32806-5403</a>	<a href="#">407/423-4933</a>
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
<a href="#">FL</a>	<a href="#">OPR</a>	<a href="#">James Wood</a>	<a href="#">4200 Conroy Rd Ste 245</a>	<a href="#">Orlando</a>	<a href="#">32839-2440</a>	<a href="#">407/226-9949</a>
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
<a href="#">ST</a>	<a href="#">Type</a>	<a href="#">Operator Name</a>	<a href="#">Location Addr1</a>	<a href="#">Location City</a>	<a href="#">Zip</a>	<a href="#">Phone</a>
FL	OPR	Larry Smith	<del>7415</del> <a href="#">2885 S Orange Blossom Trl Ave</a>	Orlando	<del>32809</del> <a href="#">32806</a>	<del>407/856</del> <a href="#">423-01</a>
FL	OPR	Melanie Holland	8673 Summit Centre Way	Orlando	32810-5908	407/475-0522
FL	OPR	Mick Fish	6350 S Semoran Blvd	Orlando	32822- <a href="#">3205</a>	407/816-0032
<a href="#">FL</a>	<a href="#">OPR</a>	<a href="#">Rick Powell</a>	<a href="#">4200 Conroy Rd Ste 245</a>	<a href="#">Orlando</a>	<a href="#">32839-2449</a>	<a href="#">407/226-9949</a>
<a href="#">FL</a>	<a href="#">OPR</a>	<a href="#">Rick Rapson</a>	<a href="#">7415 S Orange Blossom Trl</a>	<a href="#">Orlando</a>	<a href="#">32809-5709</a>	<a href="#">407/856-0106</a>
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	<a href="#">TMP</a>	<del>Carlos</del> <a href="#">James Colon</a> <del>Wood</del>	1464 W Granada Blvd	Ormond Beach	32174-5919	386/673-6424
FL	OPR	Allan Bradburn	1610 Oviedo Mall Blvd	Oviedo	32765- <del>7479</del> <a href="#">7</a>	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
<a href="#">FL</a>	<a href="#">OPR</a>	<a href="#">Glen Efford</a>	<a href="#">1000 Palm Coast Pkwy NW</a>	<a href="#">Palm Coast</a>	<a href="#">32137-4722</a>	<a href="#">386/445-0399</a>
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
<a href="#">FL</a>	<a href="#">TMP</a>	<a href="#">John Dombroski</a>	<a href="#">5020 Bayou Blvd</a>	<a href="#">Pensacola</a>	<a href="#">32503-2504</a>	<a href="#">850/484-5521</a>
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
<a href="#">FL</a>	<a href="#">OPR</a>	<a href="#">Steve Gossman</a>	<a href="#">5020 Bayou Blvd</a>	<a href="#">Pensacola</a>	<a href="#">32503-2504</a>	<a href="#">850/484-5521</a>
FL	OPR	Gus Mir	7020 Us Highway 19 N	Pinellas Park	33781-4601	727/525-7171
FL	<a href="#">TMP</a>	<del>Nathan</del> <a href="#">Kyle Hunter</a> <del>Morgan</del>	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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<del>4400</del> <u>4350</u> Ashford Dunwoody Rd <del>Ne</del> <u>NE</u>	Atlanta	30346- <del>1548</del> <u>1</u>	770/ <del>394</del> <u>351</u> - <del>34</del>
GA	OPR	Andrew Turner	3393 Peachtree Rd Ne	Atlanta	30326- <del>1135</del> <u>1</u>	404/231-7972
GA	OPR	Ben Rhodes	8433 Roswell Rd	Atlanta	30350-2834	770/642-6575
GA	OPR	<del>Brian</del> <u>Bryan</u> <del>Davis</del> <u>Auton</u>	<del>3280</del> <u>1901</u> Peachtree Rd <del>NE-Ste-105</del> <u>Ne</u>	Atlanta	<del>30305</del> <u>30309</u> -	404/ <del>816</del> <u>355</u> - <del>34</del>
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
<b>GA</b>	<b>OPR</b>	<b>John Diamond</b>	<b>1100 Northside Dr NW</b>	<b>Atlanta</b>	<b>30318-5417</b>	<b>404/249-2491</b>
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 <del>Street</del> <u>St</u> NW	Atlanta	<del>30303</del> <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	<del>Michele</del> <u>Ryan</u>	<del>1901</del> <u>Peachtree<del>4400</del><u>Ashford Dunwoody</u> Rd</u>	Atlanta	<del>30309</del> <u>30346</u> -	<del>404</del> <u>770</u> / <del>355</del> <u>394</u>
<b>GA</b>	<b>TMP</b>	<b>Shane Neel</b>	<b>3280 Peachtree Rd NE Ste 105</b>	<b>Atlanta</b>	<b>30305-2438</b>	<b>404/816-3113</b>
GA	OPR	Wayne Blessitt	2841 Greenbriar Pkwy Sw	Atlanta	30331- <del>2641</del> <u>2</u>	404/344-1754
GA	OPR	<del>John</del> <u>Adam</u> <del>Hughes</del> <u>Edwards</u>	3450 Wrightsboro Rd	Augusta	30909-2516	706/733-7541
<b>GA</b>	<b>OPR</b>	<b>John Hughes</b>	<b>3130 Peach Orchard Rd</b>	<b>Augusta</b>	<b>30906-3513</b>	<b>706/792-6261</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>GA</b>	<b>OPR</b>	<b>Daniel Liberatore</b>	<b>152 Hwy 515 E</b>	<b>Blairsville</b>	<b>30512</b>	<b>706/745-0515</b>
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
<b>GA</b>	<b>OPR</b>	<b>Glenn Jordan</b>	<b>94 Old Allatoona Road</b>	<b>Cartersville</b>	<b>30121</b>	<b>770/386-1208</b>
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	<del>Bryan</del> <u>Andrew</u> <del>Auton</del> <u>Smith</u>	151 Highway 441 N	Clayton	30525-4260	706/212-0022
<b>GA</b>	<b>OPR</b>	<b>Chris Liberatore</b>	<b>25 W Underwood St</b>	<b>Cleveland</b>	<b>30528-1353</b>	<b>706/865-1738</b>
GA	OPR	Alex Vann	2421 Wynnton Rd	Columbus	31906-2534	706/321-5880
GA	OPR	Darryl Autry	3131 Manchester Expy Ste <del>E7</del> <u>f</u>	Columbus	31909- <del>6543</del> <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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>GA</b>	<b>TMP</b>	<b>Justin Smith</b>	<b>301 Jonesboro Rd</b>	<b>Mcdonough</b>	<b>30253-3725</b>	<b>770/914-0683</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<a href="#">Tari Thompson</a>	<a href="#">230 S Duff Ave</a>	<a href="#">Ames</a>	<a href="#">50010-6642</a>	<a href="#">515/232-2599</a>
IA	OPR	Thomas Krogman	2410 SE Delaware Avenue	Ankeny	50021	515/965-7786
IA	OPR	<a href="#">Amgad Zaghloul</a>	<a href="#">2610 Edgewood Rd SW</a>	<a href="#">Cedar Rapids</a>	<a href="#">52404-3264</a>	<a href="#">319/396-3079</a>
IA	OPR	Bob Schmidt	217 Collins Rd NE	Cedar Rapids	52402-3159	319/378-3200
IA	OPR	<a href="#">Adam Justin Denius Belcher</a>	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	<a href="#">Isaac David Holbert Schiedt</a>	4400 Sergeant Rd Ste 214	Sioux City	51106-4761	712/276-3916
IA	TMP	<a href="#">Blake Dennard</a>	<a href="#">101 Jordan Creek Pkwy Ste 12508</a>	<a href="#">West Des Moines</a>	<a href="#">50266-8118</a>	<a href="#">515/327-5033</a>
IA	OPR	<a href="#">David Grimm</a>	<a href="#">4502 University Ave</a>	<a href="#">West Des Moines</a>	<a href="#">50266-1025</a>	<a href="#">515/457-3176</a>
IA	OPR	Garry Brumels	6555 Mills Civic Pkwy	West Des Moines	50266-8341	515/223-6113
IA	OPR	<a href="#">Tari Thompson</a>	<a href="#">101 Jordan Creek Pkwy Ste 12508</a>	<a href="#">West Des Moines</a>	<a href="#">50266-8118</a>	<a href="#">515/327-5033</a>
ID	OPR	Lauren Mosteller	3003 S 25th E	Ammon	83406-5730	208/523-2697
ID	TMP	<a href="#">Emily Gaskey</a>	<a href="#">300 S Broadway Ave</a>	<a href="#">Boise</a>	<a href="#">83702-7217</a>	<a href="#">208/345-1053</a>
ID	OPR	Joe Bucklew	8000 W Franklin Rd	Boise	83709-0620	208/376-6110
ID	OPR	<a href="#">Wes Yahara</a>	<a href="#">300 S Broadway Ave</a>	<a href="#">Boise</a>	<a href="#">83702-7217</a>	<a href="#">208/345-1053</a>
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	<a href="#">Joe Antolik</a>	<a href="#">354 W Army Trail Rd</a>	<a href="#">Bloomington</a>	<a href="#">60108-2683</a>	<a href="#">630/980-5088</a>
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	<a href="#">Ben J.D. Moore Willis</a>	4812 Northwest Hwy	Crystal Lake	60014-7327	815/444-8611
IL	OPR	<a href="#">Bob Doug Gutherz Knozman</a>	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	<a href="#">Dave Hendricks</a>	<a href="#">281 Saint Clair Sq</a>	<a href="#">Fairview Heights</a>	<a href="#">62208-2134</a>	<a href="#">618/632-1186</a>
IL	OPR	Allen Ordeanu	20429 N Rand Rd	Kildeer	60047	847/438-8600
IL	OPR	<a href="#">Bob Dave Gutherz Terhune</a>	717 E Butterfield Rd	Lombard	60148-5614	630/586-0830
IL	OPR	<a href="#">Rachel Thamson</a>	4500 16th St	Moline	61265-7078	309/797-2271
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
IL	OPR	John Velarde	950 N Elmhurst Rd	Mount Prospect	60056-1144	847/398-3880
IL	OPR	<a href="#">Josh Wynn</a>	<a href="#">101 S Veterans Pkwy</a>	<a href="#">Normal</a>	<a href="#">61761-2133</a>	<a href="#">309/268-9500</a>
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	<a href="#">Nolan Kevin Hatley Skarin</a>	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	<a href="#">Brian Philip Hogan Everett</a>	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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>IN</b>	<b>OPR</b>	<b>Daniel Moore</b>	<b>49 W Maryland St Spc Vc-10</b>	<b>Indianapolis</b>	<b>46204-3522</b>	<b>317/822-8501</b>
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
<b>IN</b>	<b>OPR</b>	<b>Sam Hartman</b>	<b>49 W Maryland St Spc Vc-10</b>	<b>Indianapolis</b>	<b>46204-3522</b>	<b>317/822-8501</b>
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
<b>IN</b>	<b>TMP</b>	<b>Daniel Lefevre</b>	<b>6501 Grape Rd</b>	<b>Mishawaka</b>	<b>46545-1007</b>	<b>574/272-2247</b>
IN	OPR	Kathy Wonderly	5517 N Main St	Mishawaka	46545-9043	574/277-0222
<b>IN</b>	<b>OPR</b>	<b>Mark Dugger</b>	<b>6501 Grape Rd</b>	<b>Mishawaka</b>	<b>46545-1007</b>	<b>574/272-2247</b>
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
<b>IN</b>	<b>OPR</b>	<b>Sam Hartman</b>	<b>14098 Bergen Blvd</b>	<b>Noblesville</b>	<b>46060-3365</b>	<b>317/776-4060</b>
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
<b>KS</b>	<b>OPR</b>	<b>Andrew Nelson</b>	<b>1818 N Rock Rd</b>	<b>Derby</b>	<b>67037-3728</b>	<b>316/788-1067</b>
KS	OPR	Sam West	10770 Parallel Pkwy	Kansas City	66109-3647	913/334-2442
<b>KS</b>	<b>OPR</b>	<b>Denise Martinek</b>	<b>2735 Iowa St</b>	<b>Lawrence</b>	<b>66046-4155</b>	<b>785/842-9000</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<a href="#">Brandon Hurst</a>	<a href="#">400 E Pratt St</a>	<a href="#">Baltimore</a>	<a href="#">21202-3116</a>	<a href="#">410/244-6120</a>
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	<a href="#">Luke</a> <a href="#">Larry</a> <a href="#">Trader</a> <a href="#">Everett</a>	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	<a href="#">888301/229365</a>
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	<a href="#">Aaren</a> <a href="#">Jim</a> <a href="#">Ellison</a> <a href="#">Krout</a>	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	<a href="#">Josh</a> <a href="#">Matt</a> <a href="#">Horner</a> <a href="#">Gibson</a>	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	<a href="#">Ron</a> <a href="#">Hunter</a> <a href="#">DiFava</a> <a href="#">Caudill</a>	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
<a href="#">MN</a>	<a href="#">OPR</a>	<a href="#">Andrew Johnson</a>	<a href="#">1200 County Road 42 W</a>	<a href="#">Burnsville</a>	<a href="#">55337-4431</a>	<a href="#">952/898-3410</a>
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
<a href="#">MO</a>	<a href="#">OPR</a>	<a href="#">Kevin Hutcheson</a>	<a href="#">607 West Main Street</a>	<a href="#">Branson</a>	<a href="#">65616</a>	<a href="#">417/334-2723</a>
<a href="#">MO</a>	<a href="#">OPR</a>	<a href="#">Bob Guthertz</a>	<a href="#">8590 Eager Rd</a>	<a href="#">Brentwood</a>	<a href="#">63144-1435</a>	<a href="#">314/968-5400</a>
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
<a href="#">MO</a>	<a href="#">OPR</a>	<a href="#">Jeremy Stouder</a>	<a href="#">305 N Stadium Blvd</a>	<a href="#">Columbia</a>	<a href="#">65203-1147</a>	<a href="#">573/445-6627</a>
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
<a href="#">MO</a>	<a href="#">OPR</a>	<a href="#">Brian Heberlie</a>	<a href="#">425 W Sunshine St</a>	<a href="#">Springfield</a>	<a href="#">65807-2433</a>	<a href="#">417/866-4232</a>
MO	OPR	Steve Lowery	3700 S Glenstone Ave	Springfield	65804-4416	417/890-5800
MO	OPR	Will Allen	2825 S Glenstone Ave Ste <a href="#">RZVc-11</a>	Springfield	65804- <del>3723</del>	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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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 <del>Oliver</del> 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	<del>Drew</del> Nick <del>Caffrey</del> 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 <del>J-W</del> <del>Jw</del> Clay <del>Blvd</del>	Charlotte	28262- <del>8418</del>	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
<b>NC</b>	<b>OPR</b>	<b>Jason Pope</b>	<b>1480 Concord Pkwy N</b>	<b>Concord</b>	<b>28025-2933</b>	<b>704/786-7322</b>
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



## CHICK-FIL-A RESTAURANT LISTING AS OF

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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>NJ</b>	<b>TMP</b>	<b>Jonas Williams</b>	<b>1530 The Mall at Voorhees</b>	<b>Voorhees</b>	<b>08043</b>	<b>856/772-2201</b>
NJ	OPR	Matt Williams	1170 White Horse Rd	Voorhees	08043-2108	856/784-5360
<b>NJ</b>	<b>TMP</b>	<b>Steven Owen</b>	<b>1530 The Mall at Voorhees</b>	<b>Voorhees</b>	<b>08043</b>	<b>856/772-2201</b>
NJ	TMP	Michael Carlos Daubert Colon	434 Woodbridge Ctr	Woodbridge	07095-1305	732/634-8981
<b>NJ</b>	<b>OPR</b>	<b>Marlon Terrell</b>	<b>1040 US Highway 1 N</b>	<b>Woodbridge</b>	<b>07095-2507</b>	<b>732/636-2074</b>
NM	OPR	Dan O'Bryan	3801 Ellison Rd Nw	Albuquerque	87114-7017	505/898-8988
<b>NM</b>	<b>OPR</b>	<b>Len Spadoni</b>	<b>1600 Gibson Blvd SE</b>	<b>Albuquerque</b>	<b>87106</b>	<b>505/247-0947</b>
NM	OPR	Len Spadoni	5009 Montgomery Blvd NE	Albuquerque	87109-1307	505/884-4171
<b>NM</b>	<b>OPR</b>	<b>Mark Cook</b>	<b>2274 Wyoming Blvd NE</b>	<b>Albuquerque</b>	<b>87112-2620</b>	<b>505/299-0276</b>
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
<b>NM</b>	<b>OPR</b>	<b>Bridget Alcala</b>	<b>1058 Unser Blvd. SE</b>	<b>Rio Rancho</b>	<b>87124</b>	<b>505/892-1359</b>
<b>NY</b>	<b>OPR</b>	<b>Oscar Fittipaldi</b>	<b>1000 Avenue of the Americas</b>	<b>New York</b>	<b>10018-5440</b>	<b>212/704-9920</b>
<b>NY</b>	<b>OPR</b>	<b>Stan Abrahamsen</b>	<b>5184 Nesconset Hwy</b>	<b>Port Jefferson Stati</b>	<b>11776-1302</b>	<b>888/467-8084</b>
OH	OPR	Tony Alexander	26300 Cedar Rd Ste 1105	Beachwood	44122-1190	216/831-5195
OH	OPR	Chris Loweth	2727 Fairfield Commons Blvd <del>Spc F225</del>	Beavercreek	45431- <del>57265</del>	937/320-1224
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
OH	OPR	Rex Brooking	2360 N Fairfield Rd	Beavercreek	45431-2558	937/320-1228
OH	OPR	<del>Derek</del> 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
<b>OH</b>	<b>OPR</b>	<b>Marla Davis</b>	<b>5301 Cornerstone North Blvd</b>	<b>Centerville</b>	<b>45440-2269</b>	<b>937/439-1700</b>
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	<b>TMP</b>	<b>Dave Stacie</b>	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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
SC	OPR	Aaron <del>Jackson</del> 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	<del>Dave</del> 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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
SC	OPR	Hunter Thompson	901 Highway #9 Bypass, West	Lancaster	29720	803/283-3232
<b>SC</b>	<b>OPR</b>	<b>Marshall Davis</b>	<b>917 E Main St</b>	<b>Laurens</b>	<b>29360-3601</b>	<b>864/682-4663</b>
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
<b>SC</b>	<b>OPR</b>	<b>Justin Clark</b>	<b>601 N Highway 52</b>	<b>Moncks Corner</b>	<b>29461-3130</b>	<b>843/438-4308</b>
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
<b>SC</b>	<b>OPR</b>	<b>Daniel Liberatore</b>	<b>1301 N Kings Hwy</b>	<b>Myrtle Beach</b>	<b>29577-3636</b>	<b>843/448-0667</b>
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
<b>SC</b>	<b>TMP</b>	<b>WilliamTom LaneFitzpatrick</b>	<b>2150 Northwoods Blvd Unit B4</b>	<b>North Charleston</b>	<b>29406-4045</b>	<b>843/797-2341</b>

## CHICK-FIL-A RESTAURANT LISTING AS OF

SC	OPR	<a href="#">ScottJeff SpearsCash</a>	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
<a href="#">SC</a>	<a href="#">OPR</a>	<a href="#">Chad Saxon</a>	<a href="#">3420 Highway 153</a>	<a href="#">Piedmont</a>	<a href="#">29673-9405</a>	<a href="#">864/295-8330</a>
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
<a href="#">ST</a>	<a href="#">Type</a>	<a href="#">Operator Name</a>	<a href="#">Location Addr1</a>	<a href="#">Location City</a>	<a href="#">Zip</a>	<a href="#">Phone</a>
SC	OPR	Matt Webber	659 Fairview Rd	Simpsonville	29680-6706	864/962-5157
SC	<a href="#">TMP</a>	<a href="#">ChaseBen HarperMoore</a>	1995 E Main St	Spartanburg	29307-2308	864/577-0801
SC	OPR	Keith Laws	1503 Wo Ezell Blvd	Spartanburg	29301-2603	864/595-0478
<a href="#">SC</a>	<a href="#">OPR</a>	<a href="#">Randy Goff</a>	<a href="#">1790 Asheville Hwy</a>	<a href="#">Spartanburg</a>	<a href="#">29303-2008</a>	<a href="#">864/582-0093</a>
SC	OPR	<a href="#">KeithWill LawsLane</a>	205 W Blackstock Rd Ste 630	Spartanburg	29301-1396	864/574-2144
<a href="#">SC</a>	<a href="#">OPR</a>	<a href="#">Randy Goff</a>	<a href="#">1790 Asheville Hwy</a>	<a href="#">Spartanburg</a>	<a href="#">29303-2008</a>	<a href="#">864/582-0093</a>
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
<a href="#">TN</a>	<a href="#">OPR</a>	<a href="#">Josh Horner</a>	<a href="#">360 Pinnacle Parkway</a>	<a href="#">Bristol</a>	<a href="#">37620</a>	<a href="#">423/573-2032</a>
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	<a href="#">TMP</a>	<a href="#">JohnKaren DombroskiColley</a>	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
<a href="#">ST</a>	<a href="#">Type</a>	<a href="#">Operator Name</a>	<a href="#">Location Addr1</a>	<a href="#">Location City</a>	<a href="#">Zip</a>	<a href="#">Phone</a>
TN	OPR	Dean Kirstein	5740 Highway 153	Hixson	37343-3727	423/877-5504
TN	<a href="#">TMP</a>	<a href="#">BrittanyJosh JoynerMaxwell</a>	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	<a href="#">Chris</a> <a href="#">Gretchen</a>	144 Foothills Mall	Maryville	37801-2308	865/982-6061
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<a href="#">Ryan</a> <a href="#">Matt</a>	4465 Poplar Ave Ste <a href="#">Fe</a> <a href="#">ES-303</a>	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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<a href="#">TX</a>	<a href="#">OPR</a>	<a href="#">Brad Nichols</a>	<a href="#">8738 N Highway 146</a>	<a href="#">Baytown</a>	<a href="#">77523-7008</a>	<a href="#">281/573-4573</a>
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
<a href="#">TX</a>	<a href="#">OPR</a>	<a href="#">Robert Henckel</a>	<a href="#">3825 College St</a>	<a href="#">Beaumont</a>	<a href="#">77701-4621</a>	<a href="#">409/835-8114</a>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<del>Seth Reece White Howard</del>	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	<del>77384-4921</del>	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
<del>TX</del>	<del>OPR</del>	<del>Louie Murillo</del>	<del>3820 W Northwest Hwy</del>	<del>Dallas</del>	<del>75220-5160</del>	<del>214/353-2266</del>
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
<del>TX</del>	<del>OPR</del>	<del>Yessica Buentello</del>	<del>2207 Veterans Blvd</del>	<del>Del Rio</del>	<del>78840-3120</del>	<del>830/775-2902</del>
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
<del>TX</del>	<del>OPR</del>	<del>Rudy Martinez</del>	<del>1360 W University Dr</del>	<del>Edinburg</del>	<del>78539-2912</del>	<del>956/287-0805</del>
<del>TX</del>	<del>OPR</del>	<del>Anthony Martinez</del>	<del>750 Sunland Park Dr Ste Vc6</del>	<del>El Paso</del>	<del>79912-6835</del>	<del>915/585-3640</del>
TX	OPR	Edgar Ortega	7597 N Mesa St	El Paso	79912-3505	915/760-8990
<del>TX</del>	<del>TMP</del>	<del>Joshua Cunningham</del>	<del>750 Sunland Park Dr Ste Vc6</del>	<del>El Paso</del>	<del>79912-6835</del>	<del>915/585-3640</del>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>TX</b>	<b>OPR</b>	<b>Branden Gibson</b>	<b>8609 Westheimer Rd</b>	<b>Houston</b>	<b>77063-4201</b>	<b>713/278-2300</b>
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
<b>TX</b>	<b>OPR</b>	<b>Greg Kubala</b>	<b>753 Dairy Ashford Rd</b>	<b>Houston</b>	<b>77079-5314</b>	<b>832/770-4576</b>
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	<del>1162 Willowbrook Mall</del> 3635 Cypress Creek	Houston	<del>77070-77068-</del>	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	<b>TMP</b>	<b>Tyler Rusty Pierotti Wylie</b>	<b>8609 Westheimer Rd</b> 19303 Katy Fwy	Houston	<b>77063-77094-</b>	<b>713-281/278-578</b>
<b>TX</b>	<b>OPR</b>	<b>Tyler Pierotti</b>	<b>1174 Willowbrook Mall</b>	<b>Houston</b>	<b>77070-5789</b>	<b>281/890-6613</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
TX	OPR	Steven Kinney	20131 Highway 59 N Ste 2106	Humble	77338-2334	281/446-4255
<b>TX</b>	<b>TMP</b>	<b>Brittany Ainsworth</b>	<b>460 Grapevine Hwy</b>	<b>Hurst</b>	<b>76054-2743</b>	<b>817/514-4990</b>
TX	OPR	Rich Eager	1475 W Pipeline Rd	Hurst	76053-4628	817/590-8889
<b>TX</b>	<b>OPR</b>	<b>Steve Vinson</b>	<b>460 Grapevine Hwy</b>	<b>Hurst</b>	<b>76054-2743</b>	<b>817/485-3337</b>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>TX</b>	<b>OPR</b>	<b>Seth White</b>	<b>1060 Junction Hwy</b>	<b>Kerrville</b>	<b>78028-4902</b>	<b>830/257-6901</b>
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
<b>TX</b>	<b>TMP</b>	<b>Joshua Cunningham</b>	<b>2460 Monarch Dr</b>	<b>Laredo</b>	<b>78045-6574</b>	<b>956/795-1408</b>
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
<b>TX</b>	<b>OPR</b>	<b>Michael Hancock</b>	<b>2460 Monarch Dr</b>	<b>Laredo</b>	<b>78045-6574</b>	<b>956/795-1408</b>
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
<b>TX</b>	<b>OPR</b>	<b>T.J. St. Romain</b>	<b>9130 N Tarrant Pkwy</b>	<b>North Richland Hills</b>	<b>76182-8676</b>	<b>817/485-7400</b>
TX	OPR	Rusty Dunn	3805 E 42nd St	Odessa	79762-5947	432/550-7421
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<a href="#">DawnMichael KosirHancock</a>	<a href="#">811 N Central Expy</a>	<a href="#">2023 Interstate Highway</a>	<a href="#">PlanoPharr</a>	<a href="#">75075-8815</a> <a href="#">972956/422283</a>
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	<a href="#">281832/342595</a>
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	<a href="#">Adriana Ramirez-Bustamante</a>	<a href="#">5803 Babcock Rd</a>	<a href="#">San Antonio</a>	<a href="#">78240-2135</a>	<a href="#">210/694-4553</a>
TX	OPR	Anthony Walker	1350 Austin Hwy	San Antonio	78209-4330	210/824-6400
TX	OPR	<a href="#">Cindy Gonzalez</a>	<a href="#">18203 W Interstate 10</a>	<a href="#">San Antonio</a>	<a href="#">78257-9538</a>	<a href="#">210/698-8200</a>
TX	OPR	<a href="#">CindyChad GonzalezHelwig</a>	5189 De Zavala Rd	San Antonio	78249-2026	210/699-6100
TX	OPR	<a href="#">Cindy Gonzalez</a>	<a href="#">18203 W Interstate 10</a>	<a href="#">San Antonio</a>	<a href="#">78257-9538</a>	<a href="#">210/698-8200</a>
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	<a href="#">Reece Howard</a>	<a href="#">2310 Sw Military Dr Ste 108</a>	<a href="#">San Antonio</a>	<a href="#">78224-1409</a>	<a href="#">210/927-1680</a>
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	<a href="#">Ryan Taylor</a>	<a href="#">2310 Sw Military Dr Ste 108</a>	<a href="#">San Antonio</a>	<a href="#">78224-1409</a>	<a href="#">210/927-1680</a>
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
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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	<a href="#">Daniel Jordan Lefevre Snook</a>	2400 Richmond Rd	Texarkana	75503-2466	903/832-3180
TX	OPR	Michael Dodson	2601 Richmond Rd	Texarkana	75503-2326	903/223-0560
<b>ST</b>	<b>Type</b>	<b>Operator Name</b>	<b>Location Addr1</b>	<b>Location City</b>	<b>Zip</b>	<b>Phone</b>
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
<b>UT</b>	<b>TMP</b>	<b><a href="#">Cody Hopper</a></b>	<b><a href="#">1201 N Hill Field Rd Ste Fc-07</a></b>	<b><a href="#">Layton</a></b>	<b><a href="#">84041-5137</a></b>	<b><a href="#">801/546-4812</a></b>
UT	OPR	Craig Saxton	651 W Antelope Dr	Layton	84041-1628	801/776-8646
<b>UT</b>	<b>TMP</b>	<b><a href="#">Wes Yahara</a></b>	<b><a href="#">1201 North Hill Field Road</a></b>	<b><a href="#">Layton</a></b>	<b><a href="#">84041</a></b>	<b><a href="#">801/546-4812</a></b>
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	<a href="#">Russ Tate Kral Smith</a>	6191 S State St Ste 348	Murray	84107-7266	801/281-0673
<b>UT</b>	<b>OPR</b>	<b><a href="#">Bart Norman</a></b>	<b><a href="#">1120 Washington Blvd</a></b>	<b><a href="#">Ogden</a></b>	<b><a href="#">84404-4951</a></b>	<b><a href="#">801/394-1992</a></b>
<b>UT</b>	<b>TMP</b>	<b><a href="#">Jared Ciervo</a></b>	<b><a href="#">575 E University Pkwy Ste M208</a></b>	<b><a href="#">Orem</a></b>	<b><a href="#">84097-7477</a></b>	<b><a href="#">801/224-0958</a></b>
UT	OPR	Jason MacDonald	121 N State St	Orem	84057-5509	801/221-9994
<b>UT</b>	<b>TMP</b>	<b><a href="#">Johannes Hillerbrand</a></b>	<b><a href="#">575 E University Pkwy Ste M208</a></b>	<b><a href="#">Orem</a></b>	<b><a href="#">84097-7477</a></b>	<b><a href="#">801/224-0958</a></b>
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
<b>UT</b>	<b>TMP</b>	<b><a href="#">Ben Hardy</a></b>	<b><a href="#">28 S State St</a></b>	<b><a href="#">Salt Lake City</a></b>	<b><a href="#">84111-1551</a></b>	<b><a href="#">801/363-2697</a></b>
UT	OPR	Eric Champeau	1206 E 2100 S	Salt Lake City	84106-2825	801/486-0609
<b>UT</b>	<b>OPR</b>	<b><a href="#">Nick Reynolds</a></b>	<b><a href="#">28 S State St</a></b>	<b><a href="#">Salt Lake City</a></b>	<b><a href="#">84111-1551</a></b>	<b><a href="#">801/363-2697</a></b>
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
<b>UT</b>	<b>OPR</b>	<b><a href="#">Scott Rasband</a></b>	<b><a href="#">825 E. Highway 6</a></b>	<b><a href="#">Spanish Fork</a></b>	<b><a href="#">84660</a></b>	<b><a href="#">801/798-8129</a></b>
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	<del>Stephen</del> <a href="#">Jim Craig</a> <del>Krout</del>	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
<del>ST</del>	<del>Type</del>	<del>Operator Name</del>	<del>Location Addr1</del>	<del>Location City</del>	<del>Zip</del>	<del>Phone</del>
VA	OPR	Dave Pollard	3483 Lee Hwy	Bristol	24202-5542	276/466-5811
<del>VA</del>	<del>TMP</del>	<del>Ray Emmerling</del>	<del>500 Gate City Hwy</del>	<del>Bristol</del>	<del>24201-2372</del>	<del>276/644-3452</del>
<del>ST</del>	<del>Type</del>	<del>Operator Name</del>	<del>Location Addr1</del>	<del>Location City</del>	<del>Zip</del>	<del>Phone</del>
VA	OPR	Peter Kim	4412 Chantilly Pl	Chantilly	20151-3704	703/631-2253
<del>VA</del>	<del>OPR</del>	<del>Bryan Ritter</del>	<del>1626 Richmond Rd</del>	<del>Charlottesville</del>	<del>22911-3507</del>	<del>434/245-5254</del>
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
<del>VA</del>	<del>OPR</del>	<del>Marshall Davis</del>	<del>4200 Portsmouth Blvd #516</del>	<del>Chesapeake</del>	<del>23321-2100</del>	<del>757/488-6814</del>
VA	OPR	Sean Hess	4204 Portsmouth Blvd	Chesapeake	23321-2129	757/465-8138
<del>VA</del>	<del>TMP</del>	<del>Tony Grinbarg</del>	<del>4200 Portsmouth Blvd Ste 516</del>	<del>Chesapeake</del>	<del>23321-2182</del>	<del>757/488-6814</del>
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	<del>Donovan</del> <a href="#">Jason</a>	384 Southpark <del>Circle Space</del> <a href="#">Cir Spc</a> B-10	Colonial Heights	23834- <del>2965</del>	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
<del>VA</del>	<del>OPR</del>	<del>Natalie Yang</del>	<del>3880 Fettler Park Dr</del>	<del>Dumfries</del>	<del>22025-1995</del>	<del>703/221-8428</del>
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
<del>VA</del>	<del>TMP</del>	<del>Jason</del> <del>Rob</del> <del>Riddle</del> <a href="#">Preservati</a>	11800 W Broad St Ste <del>2092</del> <a href="#">1008</a>	Henrico	23233- <del>7927</del> <a href="#">7</a>	804/364- <del>9670</del> <a href="#">0</a>
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	JoeChris BauknechtGuthrie	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	MichaelJohn MorganPence	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	MikeNick WadeCunningham	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 SpeSte 620	Bridgeport	26330-9619g	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 PattersonPatteson 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	BryanNolan RitterHatley	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	RaymondErica	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:	1,5951677			



# 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	<a href="tel:4809652052">480/965-2052</a>	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- <del>1175</del>	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

<a href="#">FL</a>	<a href="#">Florida Atlantic University</a>	<a href="#">777 Glades Rd</a>		<a href="#">Boca Raton</a>	<a href="#">33431-</a>	<a href="#">561/297-4727</a>	<a href="#">LIC-Chartwells</a>
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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- <del>Sedexo</del> <a href="#">Aramark</a>
<a href="#">FL</a>	<a href="#">St. Vincent's Medical Center</a>	<a href="#">1 Shircliff Way</a>	<a href="#">New Hospital Cafe</a>	<a href="#">Jacksonville</a>	<a href="#">32204-</a>		<a href="#">LIC-TouchPoint</a>
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
<a href="#">FL</a>	<a href="#">Pensacola International Airport</a>	<a href="#">2430 Airport Blvd</a>		<a href="#">Pensacola</a>	<a href="#">32504-</a>		<a href="#">LIC-OHM</a>
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- <del>Self Operated College</del> <a href="#">Metz</a>
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/ <del>654</del> <a href="#">413-0</a>	LIC-Sodexo College
GA	Georgia Tech	350 Ferst Dr		Atlanta	30332-	404/894-2383	LIC-Sodexo College
<a href="#">GA</a>	<a href="#">Grady Memorial Hospital</a>	<a href="#">80 Jesse Hill Jr Dr Se</a>		<a href="#">Atlanta</a>	<a href="#">30303-</a>		<a href="#">LIC-Morrison's</a>
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc	6000 N Terminal Pkwy	Concourse A	Atlanta	30320-	<a href="#">678/490-1066</a>	LIC-Hojeij
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc	7700 Spine Rd		Atlanta	30320	404/761-4213	LIC-HMS Host
<a href="#">GA</a>	<a href="#">Morehouse College</a>	<a href="#">830 Westview Dr Sw</a>	<a href="#">Kilgore Center</a>	<a href="#">Atlanta</a>	<a href="#">30314-</a>		<a href="#">LIC-Aramark College/University</a>
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 <a href="#">Unidine</a>
GA	Kennesaw State University	1000 Chastain Rd Nw		Kennesaw	30144	770/423-6448	LIC-Sodexo-College <a href="#">Chartwells</a>
GA	Georgia Gwinnett College	1000 University Center Ln	Building-A Food Court	Lawrenceville	30043	678/407-5090	LIC-Aramark College/University
<a href="#">GA</a>	<a href="#">Medical Center of Central Georgia</a>	<a href="#">777 Hemlock St</a>		<a href="#">Macon</a>	<a href="#">31201</a>	<a href="#">478/633-8174</a>	<a href="#">LIC-Morrison's</a>
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	<a href="#">Rome</a> <a href="#">Mount</a>	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	<a href="#">706/379-5304</a>	LIC-Sodexo College
ID	Boise State University	1910 University Dr	Student Union	Boise	83725	208/426-1437	LIC-Aramark College/University
<a href="#">ID</a>	<a href="#">University of Idaho</a>	<a href="#">1080 W 6th St</a>	<a href="#">Idaho Commons Food Court</a>	<a href="#">Moscow</a>	<a href="#">83843</a>	<a href="#">208/885-6070</a>	<a href="#">LIC-Sodexo College</a>
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
<a href="#">IN</a>	<a href="#">Indiana University-Library</a>	<a href="#">1320 E 10th St</a>		<a href="#">Bloomington</a>	<a href="#">47405</a>	<a href="#">812/855-6670</a>	<a href="#">LIC-Sodexo-College</a>
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

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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	<a href="#">Wichita Dwight D. Eisenhower National</a>	<a href="#">2173 S Air Cargo Rd</a>		<a href="#">Wichita</a>	<a href="#">67209</a>		<a href="#">LIC-MSE Business/Industry</a>
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

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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
<del>KY</del>	<del>Kentucky State University</del>	<del>400 E Main St</del>		<del>Frankfort</del>	<del>40604</del>	<del>502/597-5664</del>	<del>LIC-Aramark College/University</del>
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- <del>Morrison's</del> <a href="#">TouchPoint</a>
MD	University of Maryland- Baltimore County	1000 Hilltop Cir	University Center	Baltimore	21250	443/612- <del>3663</del>	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- <del>THP</del> <a href="#">Thompson Hosp</a>
MD	Towson University	8000 York Rd		Towson	21252	410/704-5403	LIC-Chartwells
MI	<a href="#">Detroit Metropolitan Airport</a>	<a href="#">2562 Worldgateway Pl</a>	<a href="#">McNamara Terminal, Core 10</a>	<a href="#">Detroit</a>	<a href="#">48242</a>		<a href="#">LIC-Hojeij</a>
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

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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

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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-	<a href="tel:6623773528">662/377-3528</a>	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/ <del>843</del> <a href="tel:9624">962-4</a>	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	<a href="#">Wake Forest Baptist Medical Center</a>	<a href="#">Medical Center Blvd</a>		<a href="#">Winston Salem</a>	<a href="#">27157</a>	<a href="#">336/716-8836</a>	<a href="#">LIC-Sodexo Hospital</a>
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

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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	<a href="#">Cleveland-Hopkins International Airport</a>	<a href="#">5300 Riverside Dr</a>		<a href="#">Cleveland</a>	<a href="#">44135</a>		<a href="#">LIC-United Concessions</a>
OH	Dayton International Airport	3600 Terminal Rd		Vandalia	45377	<a href="#">937/898-3593</a>	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	<del>15200 Kutztown Rd</del> <a href="#">20 Luckenbill</a>	<del>Cub Cafe/McFarland Student</del>	Kutztown	19530	<del>610/484/68364</del>	LIC-Aramark College/University
PA	<a href="#">Lock Haven University</a>	<a href="#">401 N Fairview St</a>	<a href="#">Eagle Rock Food Court - Bently Hall</a>	<a href="#">Lock Haven</a>	<a href="#">17745</a>	<a href="#">570/484-2833</a>	<a href="#">LIC-Aramark College/University</a>

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/ <del>365</del> <del>492</del> -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- <del>7093</del>	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- <del>7762</del>	LIC-Aramark <del>Sodexo</del> 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	<del>1502 Cumberland Ave</del> <del>1015 Phillip</del>	<del>Rocky Top</del>	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
<b>TN</b>	<b>University of Memphis</b>	<b>Jones Hall Tiger Den</b>		<b>Memphis</b>	<b>38152</b>	<b>901/678-3079</b>	<b>LIC-Aramark College/University</b>
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
<b>TN</b>	<b>AT&amp;T-Nashville</b>	<b>333 Commerce St</b>		<b>Nashville</b>	<b>37201</b>	<b>615/742-0261</b>	<b>LIC-Aramark Business/Industry</b>
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
<b>TX</b>	<b>Texas A&amp;M-Commons</b>	<b>Dept Of Food Service</b>		<b>College Station</b>	<b>77843</b>	<b>979/845-1842</b>	<b>LIC-Chartwells</b>
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
<a href="#">TX</a>	<a href="#">Pennzoil Place</a>	<a href="#">711 Louisiana St Ste 100</a>		<a href="#">Houston</a>	<a href="#">77002-</a>	<a href="#">713/505-1211</a>	<a href="#">LIC-Restaurant Innovative</a>
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
<a href="#">TX</a>	<a href="#">Texas Southern University</a>	<a href="#">3100 Cleburne St</a>	<a href="#">Sterling Student Life Center</a>	<a href="#">Houston</a>	<a href="#">77004-</a>		<a href="#">LIC-Sodexo College</a>
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
<a href="#">TX</a>	<a href="#">William P. Hobby Airport</a>	<a href="#">7800 Airport Blvd</a>	<a href="#">International Terminal</a>	<a href="#">Houston</a>	<a href="#">77061-</a>	<a href="#">713/644-0737</a>	<a href="#">LIC-NPR</a>
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

<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	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-	<a href="#">972/883-4769</a>	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- <del>4209</del>	LIC-Aramark College/University
TX	University of the Incarnate Word	4301 Broadway St		San Antonio	78209-	210/ <del>829</del> <a href="#">805-6</a>	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
<a href="#">TX</a>	<a href="#">Tyler Junior College</a>	<a href="#">S Baxter St</a>	<a href="#">New Student Resident Life Center</a>	<a href="#">Tyler</a>	<a href="#">75798-</a>		<a href="#">LIC-Aramark College/University</a>

## ~~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	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



<a href="#">TX</a>	<a href="#">Midwestern State University</a>	<a href="#">3410 Taft Blvd</a>	<a href="#">Clark Student Union</a>	<a href="#">Wichita Falls</a>	<a href="#">76308-</a>	<a href="#">940/397-4803</a>	<a href="#">LIC-Chartwells</a>
<a href="#">UT</a>	<a href="#">Southern Utah University</a>	<a href="#">351 W University Blvd</a>	<a href="#">Sharwan Smith Student Center</a>	<a href="#">Cedar City</a>	<a href="#">84720-</a>	<a href="#">435/586-7780</a>	<a href="#">LIC-Chartwells</a>
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- <del>Chartwells</del> <a href="#">Thompson Hosp</a>
VA	Old Dominion University	1200 Webb Ctr		Norfolk	23529-	757/683-3218	LIC-Aramark College/University
<a href="#">VA</a>	<a href="#">Virginia State University</a>	<a href="#">1 Hayden St</a>	<a href="#">Foster Hall Student Center</a>	<a href="#">Petersburg</a>	<a href="#">23803-</a>	<a href="#">804/687-2499</a>	<a href="#">LIC-Thompson Hosp</a>
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
<a href="#">VA</a>	<a href="#">Valley Health Winchester Medical Center</a>	<a href="#">1836 Amherst St</a>	<a href="#">Cafe at Winchester Medical Center</a>	<a href="#">Winchester</a>	<a href="#">22601-</a>	<a href="#">540/536-8110</a>	<a href="#">LIC-Aramark Hospital</a>
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**

<a href="#">State</a>	<a href="#">Location Name</a>	<a href="#">Location Addr1</a>	<a href="#">Location Addr2</a>	<a href="#">City</a>	<a href="#">Zip</a>	<a href="#">Phone</a>	<a href="#">Contractor Name</a>
WV	West Virginia University	1550 University Ave	Mountainlair Student Center	Morgantown	26506-	304/293-2096	LIC-Self Operated College
	<del>274</del> <a href="#">289</a>						

**EXHIBIT “F”**

**LIST OF FORMER OPERATORS**



# EXHIBIT "F"

Former Operators, whose franchise agreements were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year ~~2014~~2015 and through March 31, ~~2015~~2016 or who have not communicated with us within ten weeks of our application date:

State	City	Name (Last, First)	Current Business Phone	Last Known Home Phone
<u>AL</u>	<u>Dothan</u>	<u>Bradburn, Jr., James</u>	<u>Unknown</u>	<u>334-792-9589</u>
<u>AL</u>	<u>Mobile</u>	<u>Cate, Jr., Rufus</u>	<u>Unknown</u>	<u>251-423-4516</u>
<u>AL</u>	<u>Montgomery</u>	<u>Gwin, Jeromy</u>	<u>Unknown</u>	<u>334-264-8384</u>
CA	Santee	<del>Kneet</del> <u>Knecht</u> , Nathaniel	Unknown	619-647-9717
<del>FL</del> <u>C</u> <u>O</u>	<del>Saint</del> <del>Petersburg</del> <u>Aurora</u>	<del>Spilker</del> <u>Powell</u> , George David	Unknown	<del>727-720-4594</del> <u>251-780-5255</u>
<u>CO</u>	<u>Superior</u>	<u>Laws, Dean</u>	<u>404-765-7875</u>	<u>Unknown</u>
<u>FL</u>	<u>Pensacola</u>	<u>Gossman, Stephen</u>	<u>Unknown</u>	<u>850-477-9767</u>
FL	Sarasota	Jay, Melissa <del>Alison</del>	Unknown	813-380-7318
<del>GA</del>	<del>Athens</del>	<del>Kirby, Matthew</del>	<del>Unknown</del>	<del>678-726-3105</del>
GA	Atlanta	Barnes, Michele <del>Lynn</del>	Unknown	770-713- <del>7420</del> <u>7240</u>
<del>GA</del>	<del>Atlanta</del>	<del>Cosgrove, Richard</del>	<del>Unknown</del>	<del>678-662-1180</del>
<del>GA</del>	<del>Cornelia</del>	<del>Wright, Danna</del>	<del>Unknown</del>	<del>706-782-1276</del>
<del>GA</del>	<del>East Point</del>	<del>InnMan, Cynthia</del>	<del>Unknown</del>	<del>678-907-8669</del>
<del>IL</del>	<del>Rockford</del>	<del>Horton, Anna-Lisa</del>	<del>Unknown</del>	<del>815-262-3335</del>
<del>KY</del>	<del>Richmond</del>	<del>Redick, Heather</del>	<del>Unknown</del>	<del>404-450-3803</del>
<del>NC</del>	<del>Gastonia</del>	<del>Ellington, David-Luke</del>	<del>Unknown</del>	<del>704-853-3742</del>
<del>NC</del>	<del>Hickory</del>	<del>Atkinson, Kevin-Mitchell</del>	<del>Unknown</del>	<del>828-313-0683</del>
<del>PA</del>	<del>Monaca</del>	<del>Brosius, Lawrence</del>	<del>Unknown</del>	<del>724-774-1671</del>
PA	North Wales	Endicott, Michael	Deceased	Deceased
SC	North <del>Charleston</del> <u>Myrtle</u> <u>Beach</u>	<del>Moniz</del> <u>Spears</u> , <del>Janice</del> <u>Matthew (Scott)</u>	<del>Unknown</del> <u>404-684-85</u> <u>73</u>	<del>843-559-6756</del> <u>Unknown</u>
<del>TN</del>	<del>Cleveland</del>	<del>Hodgson, Mark</del>	<del>Deceased</del>	<del>Deceased</del>
<del>TX</del>	<del>Tyler</del>	<del>King, Claude-Edwin</del>	<del>Deceased</del>	<del>Deceased</del>
UT	Murray	Kral, Russell <del>James</del>	Unknown	704-576-9857
<u>VA</u>	<u>Winchester</u>	<u>Seamone, Caleb</u>	<u>Unknown</u>	<u>540-431-9662</u>
WI	Greendale	Bauknecht, Joseph <del>Albert</del>	Unknown	414-369-9136

## EXHIBIT "G"

### PROMISSORY NOTE

### PROMISSORY NOTE

\$5,000.00 \_\_\_\_\_ Atlanta, Georgia  
\_\_\_\_\_, 2015

\_\_\_\_\_  
FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ ("Maker"),  
promises to pay to the order of CHICK-FIL-A, INC., a Georgia corporation ("Holder"), at 5200 Buffington  
Road, Atlanta, Georgia 30349, to the attention of Christina Peacock, or at such other address as Holder shall  
hereafter from time to time designate to Maker in writing, the principal sum of FIVE THOUSAND AND  
NO/100 DOLLARS (\$5,000.00) (the "Principal"), together with accrued interest thereon payable in the  
manner and at the rate(s) specified below. In accordance with the amortization schedule attached hereto as  
Exhibit A, the Principal and interest shall be payable in twelve (12) equal monthly installments of FOUR  
HUNDRED THIRTY-FOUR AND 94/100 DOLLARS (\$434.94) each, commencing one month from the  
date of this Note and continuing through the one year anniversary of the date of this Note. If not sooner  
paid, all principal and interest shall be due and payable on the one year anniversary of the date of this Note.

1. \_\_\_\_\_ The outstanding Principal balance of this Note shall bear interest calculated at a fixed rate of  
eight percent (8%) per annum (the "Interest Rate"). In no contingency or event whatsoever shall the interest  
rate charged pursuant to the terms of this Note exceed the highest rate permissible under any law which a  
court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that  
such a court determines that Holder has received interest hereunder in excess of the highest permissible  
rate, Holder shall promptly refund such excess interest to Maker.

2. \_\_\_\_\_ All unpaid Principal and accrued interest due hereunder will immediately become due and payable  
if the Franchise Agreement between Holder and Maker dated \_\_\_\_\_, 2015 concerning the  
license and operation of a Chick-fil-A Restaurant business is terminated for any reason, or expires and is not  
renewed.

3. \_\_\_\_\_ Any failure of Maker to make a payment when due pursuant hereto shall constitute an "Event of  
Default" by Maker hereunder. Upon the occurrence of an Event of Default pursuant hereto by Maker,

~~Holder shall be entitled to seek and obtain all available rights, remedies and damages, whether existing at law, in equity or pursuant to this Note, including, without limitation, the acceleration and payment of all unpaid Principal and accrued interest due hereunder. Upon an Event of Default, Chick-fil-A may at its option use the program established and administered from time to time pursuant to Section 14.12 of the Franchise Agreement to accomplish the payment of all amounts due Chick-fil-A under this Note.~~

~~4. Maker shall be entitled, at any time and from time to time, without the consent of Holder and without paying any penalty or premium therefor, to prepay all or any portion or portions of the outstanding Principal and accrued interest due pursuant hereto.~~

~~5. Time is of the essence of this Note, and in the event this Note is collected by law or through an attorney at law, Maker agrees to pay all attorneys' fees and costs of collection. This Note shall be governed by and construed in accordance with the laws of the State of Georgia.~~

~~6. No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.~~

~~IN WITNESS WHEREOF~~, the undersigned has executed this Note under seal as of the day and year first above written.

~~\_\_\_\_\_~~  
~~"Maker"~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~ (Seal)

Exhibit A

To Promissory Note

Amortization Schedule

Payment	Payment	Principal Paid	Interest Paid	Total Interest	Balance
1	\$ 434.94	\$ 401.61	\$ 33.33	\$ 33.33	\$ 4,598.39
2	\$ 434.94	\$ 404.29	\$ 30.66	\$ 63.99	\$ 4,194.10
3	\$ 434.94	\$ 406.98	\$ 27.96	\$ 91.95	\$ 3,787.12
4	\$ 434.94	\$ 409.69	\$ 25.25	\$ 117.20	\$ 3,377.43
5	\$ 434.94	\$ 412.43	\$ 22.52	\$ 139.71	\$ 2,965.00
6	\$ 434.94	\$ 415.18	\$ 19.77	\$ 159.48	\$ 2,549.83

<b>Payment</b>	<b>Payment</b>	<b>Principal Paid</b>	<b>Interest Paid</b>	<b>Total Interest</b>	<b>Balance</b>
7	\$ 434.94	\$ 417.94	\$ 17.00	\$ 176.48	\$ 2,131.88
6	\$ 434.94	\$ 420.73	\$ 14.21	\$ 190.69	\$ 1,711.15
9	\$ 434.94	\$ 423.53	\$ 11.41	\$ 202.10	\$ 1,287.62
10	\$ 434.94	\$ 426.36	\$ 8.58	\$ 210.68	\$ 861.26
11	\$ 434.94	\$ 429.20	\$ 5.74	\$ 216.43	\$ 432.06
12	\$ 434.94	\$ 432.06	\$ 2.88	\$ 219.31	\$ 0.00

**EXHIBIT "H"**

**STATE ADDENDA AND AGREEMENT AMENDMENTS**

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF CALIFORNIA**

The California Department of 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](http://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 for the Franchise Agreement, item n, under the subheading “Franchisor’s right of first refusal to acquire franchisee’s business” shall be amended to read as follows:](#)

<u><a href="#">n. Franchisor’s right of first refusal to acquire franchisee’s business</a></u>	<u><a href="#">FA 21.5</a></u>	<u><a href="#">We have the right of first refusal to purchase an interest in the Franchise Agreement, the Lease, the Chick-fil-A Restaurant business or in you (if you are a business entity) which is for sale and for which you claim to have received a bona fide offer to purchase. We have 60 days from our receipt of the notice of the offer to exercise our right of first refusal to purchase the interest under the same terms as those contained in the offer.</a></u>
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5. [Item 17 for the Lease, item n, under the subheading “Franchisor’s right of first refusal to acquire franchisee’s business” shall be amended to read as follows:](#)

<u><a href="#">n. Franchisor’s right of first refusal to acquire</a></u>	<u><a href="#">Lease 14.5</a></u>	<u><a href="#">See item n of the table above for the Franchise Agreement.</a></u>
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6. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item for the table for the Franchise Agreement and the table for the Lease:

The following notice is required to be inserted in this Franchise Disclosure Document by the State of California whenever an applicable provision is included in a franchise agreement. Chick-fil-A reserves the right to attempt to enforce all of the provisions listed below in which Chick-fil-A indicates that the "provision may not be enforceable under California law."

The Franchise Agreement and the Lease each provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning non-renewal and termination of the Franchise Agreement and the Lease. The Federal Bankruptcy Code provides rights to you concerning termination of the Franchise Agreement and the Lease. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement and the Lease upon certain bankruptcy-related events. To the extent the Franchise Agreement or the Lease contains a provision that is inconsistent with the law, the law will control.

If the Franchise Agreement or the Lease contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement or the Lease, this provision may not be enforceable under California law.

If the Franchise Agreement or the Lease requires payment of liquidated damages that are inconsistent with California Civil Code Section 1671, the liquidated damages provision may not be enforceable under California law.

If the Franchise Agreement or the Lease requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, this provision may not be enforceable under California law.

If the Franchise Agreement or the Lease 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.

~~5.7~~ Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional and any other requirements of the California law applicable to the provision are met independent of and without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional or any other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”), and any attached Lease (the “Lease”), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 24.1(1)(e) of the Franchise Agreement, under the heading entitled “Termination,” and Section 10.1 of the Lease, under the heading entitled “Default,” shall be supplemented by the addition of the following language:

The Franchise Agreement and the Lease each provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

2. Section 2 of the Franchise Agreement, under the heading entitled “Term and Additional Businesses,” Section 24 of the Franchise Agreement, under the heading entitled “Termination,” Section 2 of the Lease entitled “Site, Term and Use,” and Section 10 of the Lease entitled “Default, Termination and Remedies,” shall be supplemented by the addition of the following language:

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchise concerning non-renewal and termination of the Franchise Agreement and the Lease. The Federal Bankruptcy Code provides rights to the Franchise concerning termination of the Franchise Agreement and the Lease. The Federal Bankruptcy Code also provides rights to the Franchise concerning termination of the Franchise Agreement and the Lease upon certain bankruptcy-related events. To the extent the Franchise Agreement or the Lease contains a provision that is inconsistent with the law, the law will control.

3. Section 19 of the Franchise Agreement, under the heading entitled “Competition,” shall be supplemented by the addition of the following language:

The Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement. This provision may not be enforceable under California law.

4. Section 24.3 of the Franchise Agreement, under the heading entitled “Termination,” and Section 11 of the Lease, under the heading entitled “Holdover,” shall be supplemented by the addition of the following language:

The Franchise Agreement contains a liquidated damages provision. Under California Civil Code Section 1671, certain liquidated damages provisions are unenforceable. The liquidated damages provision contained in the Franchise Agreement may not be enforceable under California law.

5. Section 21 of the Franchise Agreement, under the heading entitled “Transferability of Interest” shall be supplemented by the addition of the following section:

21.5 Notwithstanding anything herein to the contrary, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and

their operations and/or the Sites or in any approved transferee business entity that has been expressly appointed and named by Chick-fil-A as the franchised Operator under this Agreement, then in the event the Operator or, as applicable, the Operator-Owner, claims to receive or receives a bona fide offer deemed acceptable from a third party to purchase the legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations and the Sites or in any approved transferee business entity or any portion thereof, Chick-fil-A shall have a right of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document. The Operator or, as applicable, the Operator-Owner, shall provide Chick-fil-A with a fully-executed copy of the offer or purchase and sale document (including any exhibits or referenced documents) for the proposed sale, which shall expressly be subject to Chick-fil-A's right of first refusal, and Chick-fil-A shall have 60 days from receipt to give notice to the Operator or, as applicable, the Operator-Owner, whether Chick-fil-A is exercising its right of first refusal, provided that Chick-fil-A may substitute cash for any form of payment proposed in such offer. Chick-fil-A may purchase the interest itself or assign its right without recourse to a nominee, including its affiliate or a franchisee, who will purchase the interest directly from the Operator or, as applicable, the Operator-Owner. Chick-fil-A or its nominee, if applicable, shall have not less than 30 days after Chick-fil-A's acceptance of the offer to consummate the transaction. Chick-fil-A's election not to exercise its right of first refusal as to any offer does not constitute consent to any proposed transfer. If Chick-fil-A does not exercise this right of first refusal, the offer may be accepted by the Operator or, as applicable, the Operator-Owner, subject to the prior written approval of Chick-fil-A, only as provided in the Guidelines, including any then current Operator selection and approval policy and any of Chick-fil-A's other then-current policies, procedures, programs, and other standards and specifications. Nothing contained in this Section 21.5 shall in any way be deemed to impair Chick-fil-A's sole and exclusive business judgment in considering, approving or disapproving any request to transfer or assign the interest. If the Operator or, as applicable, the Operator-Owner, does not accept the offer within 90 days of the date of the offer and thereafter close within 30 days after acceptance, or modifies the offer or terms of sale in any way, the offer or purchase and sale document, as modified if applicable, must be resubmitted to Chick-fil-A and Chick-fil-A will again have 60 days to exercise the right of first refusal. Chick-fil-A's failure to exercise its right of first refusal shall not be deemed a waiver of future rights of first refusal. Any transfer or assignment or attempted transfer or assignment of the interest other than a transfer or assignment to any approved transferee business entity pursuant to the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26, without first giving Chick-fil-A the right of first refusal described in this Section 21.5 shall be void and of no force or effect.

6. Section 14.5 of the Lease, under the heading entitled "General Provisions," shall be supplemented by the addition of the following language:

Notwithstanding anything herein to the contrary, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this Lease or the Operator's estate or interest herein or in the Site or in the Operator (if Operator is an entity), Chick-fil-A shall have a right of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document pursuant to Section 21.5 of the Franchise Agreement.

7. Section 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," and Section 14.10 of the Lease, under the heading entitled "General Provisions," shall be supplemented by the addition of the following language:



The Franchise Agreement and the Lease each requires litigation to be conducted in a forum other than the State of California. This provision may not be enforceable under California law.

~~6.8.~~ Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” and Section 14.8 of the Lease, under the heading entitled “General Provisions,” shall be supplemented by the addition of the following language:

The Franchise Agreement and the Lease each requires that it be governed by a state’s law, other than the State of California. This provision may not be enforceable under California law.

~~7.9.~~ Notwithstanding the contents of this Amendment, Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement and the Lease listed above in which the parties have indicated that the “provision may not be enforceable under California law.”

~~8.10.~~ The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement and the Lease shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the California law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Hawaii shall be amended as follows:

1. The Risk Factors on the State Cover Page of the Disclosure Document are supplemented by adding the following:

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

2. Item 17 is supplemented by adding the following at the end:

No release language in the Franchise Agreement or the Lease 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 FRANCHISEES  
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Illinois shall be amended to include the following:

1. Item 17 shall be supplemented by the following language:

The conditions under which your Franchise Agreement and Lease can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Operator's rights upon non-renewal regarding repurchase may be affected by Illinois law, 815 ILCS 705/20. In the event that Chick-fil-A does not renew the Franchise Agreement, Chick-fil-A will compensate the Operator either by repurchase or by other means for the diminution in value of the franchised business caused by the expiration of the Franchise Agreement, if Chick-fil-A is required to do so by Illinois law, 815 ILCS 705/20.

2. The Item 17 provision entitled "Choice of forum" shall be amended for the table for the Franchise Agreement and the table for the Lease so that it reflects that litigation must occur in the state of Illinois.

3. The Item 17 provision entitled "Choice of law" shall be supplemented for the table for the Franchise Agreement and the table for the Lease 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.  
FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement"), and any attached Lease (the "Lease"), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Sections 2.2 and 24 of the Franchise Agreement and Sections 2 and 10 of the Lease 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 28.9 of the Franchise Agreement and Section 14.8 of the Lease shall be deleted in their 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 28.9 shall be void with respect to any cause of action arising under the Illinois Franchise Disclosure Act of 1987.

3. Section 28.10 of the Franchise Agreement and Section 14.10 of the Lease shall be deleted in their entirety, and the following language shall be added in lieu thereof:

The parties hereto agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in litigation, the state and federal courts located in the state of Illinois shall have jurisdiction to hear and decide such matters, and each party hereby submits to the jurisdiction of such courts. The parties further acknowledge and agree that such courts are convenient forums for the litigation of any controversy or claim which may arise out of or relating to this Agreement and that those courts shall have exclusive jurisdiction for such litigation arising under the Illinois Franchise Disclosure Act of 1987.

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 Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following language:

Neither Chick-fil-A nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency.

2. Item 12, "Territory," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Operator within a reasonable area of your Chick-fil-A Restaurant.

3. Item 17 for the Franchise Agreement and the Lease, items b and c, under the subheadings entitled "Renewal or extension of term" and "Requirements for franchisee to renew or extend," shall be supplemented by the addition of the following language:

Indiana State Code 23-2-2.7-1(5) deems it unlawful for the Operator to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Chick-fil-A from liability imposed by Indiana State Code 23-2-2.7.

4. Item 17 for the Franchise Agreement, item r, under the subheading entitled "Non-Competition covenants after the franchise is terminated or expires," shall be supplemented by the addition of the following language:

The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits Chick-fil-A from prohibiting the Operator from competing for a period longer than 3 years or in an area greater than the exclusive area, if any, contained in the Franchise Agreement.

5. Item 17 for the Franchise Agreement and the Lease, item v, under the subheading entitled “Choice of forum,” shall be amended by the addition of the following language:

The requirement under the Franchise Agreement and the Lease 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).

6. Item 17 for the Franchise Agreement and the Lease, 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.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”), and any attached Lease (the “Lease”), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading entitled “Term and Additional Businesses,” shall be supplemented by the addition of the following language:

Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. Section 4.3 of the Franchise Agreement, under the heading entitled “Business Operation,” shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Operator within a reasonable area of the Operator’s franchised Chick-fil-A Restaurant businesses.

3. Section 22.1 of the Franchise Agreement, under the heading “Remedies,” and Section 10.5 of the Lease are supplemented by adding the following sentence at the end:

Any reservation of rights by Chick-fil-A to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). The Operator cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights by the Operator with regard to this Agreement is prohibited to the extent required under IC 23-2-2.7-1(5).

4. Section 27 of the Franchise 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 your proper reliance on or use of procedures or materials provided by Chick-fil-A or because of Chick-fil-A’s negligence.

5. Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” and Section 14.8 of the Lease, under the heading entitled “General Provisions,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease 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 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” and Section 14.10 of the Lease, under the heading entitled “General Provisions,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease 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 Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Maryland shall be amended to include the following:

1. The sentences in Item 17v. for the Franchise Agreement and the Lease shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease 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. for the Franchise Agreement and the Lease shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

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.  
FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Chick-fil-A, Inc. Franchise Agreement, dated as of \_\_\_\_\_ (the "Franchise Agreement"), and any attached Lease (the "Lease"), do hereby agree as follows:

1. Section 28.9 of the Franchise Agreement and Section 14.8 of the Lease shall be supplemented by the following language:

If the Franchise Agreement or the Lease requires the application of Georgia law, the requirement shall not be interpreted to limit any rights the Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Section 28.10 of the Franchise Agreement and Section 14.10 of the Lease shall be supplemented by the following language:

If the Franchise Agreement or the Lease requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights the Operator may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

3. Section 28.6 of the Franchise Agreement and Section 14.6 of the Lease shall be supplemented by the following language:

Nothing in the Franchise Agreement, the Lease, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties’ trademarks. The Franchise Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties’ trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the Franchise Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the Franchise Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your Franchise Agreement, you must immediately cease all use of the trademarks.

2. Item 17.b 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 without cause,” and “Termination by franchisor with cause” for the Franchise Agreement and the Lease:

The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of nonrenewal. If the Franchise Agreement, the Lease and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement and/or the Lease will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

3. Item 17.w shall be amended by the addition of the following language at the conclusion of the provision entitled “Choice of law” for the Franchise Agreement and the Lease:

If the Franchise Agreement, the Lease and/or Franchise Disclosure Document require(s) that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Item 17.v shall be amended by the addition of the following language at the conclusion of the provision entitled “Choice of forum” for the Franchise Agreement and the Lease:

If the Franchise Agreement, the Lease and/or Franchise Disclosure Document requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

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. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn Rules. §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”), and any attached Lease (the “Lease”), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement, under the headings entitled “Term and Additional Businesses” and “Termination,” and Sections 2 and 10 of the Lease entitled “Site, Term and Use,” and “Default, Termination and Remedies,” shall be supplemented by the addition of the following language:

The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of nonrenewal of the Franchise Agreement. If the Franchise Agreement or the Lease contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement and/or the Lease will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

2. Section 20.3 of the Franchise Agreement, under the heading entitled “Use of the Marks,” shall be deleted in its entirety, and the following language shall be added in lieu thereof:

20.3. CFA Properties and Chick-fil-A shall have the sole and exclusive right, in their sole business judgment, to protect and defend the Marks at their own expense. The Operator agrees to cooperate with CFA Properties and Chick-fil-A in the defense and protection of the Marks and shall promptly and fully advise Chick-fil-A of all knowledge the Operator has concerning any use of a trade name, trademark or other mark that may infringe upon any of the Marks. Chick-fil-A agrees to defend the Operator against any third-party claim, suit, or demand arising out of the Operator’s use of the Marks. If Chick-fil-A, in its sole business judgment, determines that the Operator has used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Chick-fil-A. If Chick-fil-A, in its sole business judgment, determines that the Operator has not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by the Operator.

3. Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” and Section 14.8 of the Lease, under the heading entitled “General Provisions,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease requires that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts

of Minnesota. If the Franchise Agreement or the Lease requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Section 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” and Section 14.10 of the Lease, under the heading entitled “General Provisions,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

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 Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

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

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

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of New York shall be amended as follows:

**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, 23<sup>RD</sup> 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 FRANCHISEE'S RIGHTS.

5. Item 9, "Franchisee'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 Franchise Agreement.

7. Item 17, 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 for the Franchise Agreement and the Lease under the provision entitled "Termination by franchisee:"

You may terminate the Franchise Agreement and the Lease upon any grounds available by law.

8. Item 17, 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 for the Franchise Agreement and the Lease under the provision entitled “Assignment of the 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 Franchise Agreement.

9. Item 17, 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 for the Franchise Agreement 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, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following language for the Franchise Agreement and the Lease 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 Franchise Agreement or the Lease 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. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement"), and any attached Lease (the "Lease"), dated as of \_\_\_\_\_, do agree as follows:

1. Section 11 of the Franchise Agreement, under the heading "Standards of Cleanliness, Sanitation and Business Conduct," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Franchise Agreement:

Revisions to the manuals shall not unreasonably affect the Operator's obligations, including economic requirements, under this Agreement.

2. Section 21.4 of the Franchise Agreement, under the heading "Transferability of Interest," shall be supplemented by the following language, which shall be considered an integral part of the Franchise Agreement:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under this Agreement.

3. Section 28.9 of the Franchise Agreement, under the heading "General Provisions," and Section 14.8 of the Lease, under the heading "General Provisions," shall be supplemented as follows:

This Agreement/Lease shall be interpreted and construed under the laws relating to the construction and interpretation of contracts of the State of Georgia, without regard to any conflict of law statute or doctrine applicable in the State of Georgia, except that the foregoing choice of law should not be considered a waiver of any right conferred upon the Operator by the General Business Law of New York State, Sections 680-695.

4. Section 27 of the Franchise Agreement, under the heading "Indemnification," and Section 12.1 of the Lease, under the heading "Indemnification and Waiver," shall be supplemented as follows:

Notwithstanding the above, you shall indemnify Chick-fil-A and hold Chick-fil-A harmless from liabilities resulting from your breaches and civil wrongs only.

5. Section 28 of the Agreement, under the heading “General Provisions,” and Section 14 of the Lease, under the heading “General Provisions,” shall be supplemented by adding the following as subsection 28.19 and 14.17, respectively:

To the extent that the Franchise Agreement and/or the Lease requires the Operator to sign a release or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action that would violate New York law, including New York General Business Law, Article 33, Sections 680 – 695, or a rule or order under the law, the release or acknowledgment of fact will be void with respect to claims arising under New York law. All rights the Operator enjoys and any causes of action arising in the Operator’s favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under the law remain in force, it being the intent that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

6. Each provision of this Amendment to the Franchise Agreement and Lease shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the State of North Dakota shall be amended to include the following:

1. The Item 17.r provision entitled “Non-competition covenants after the franchise is terminated or expires” for the Franchise Agreement shall be supplemented with the following language:

The North Dakota Franchise Investment Law has a statute which limits Chick-fil-A’s ability to restrict your activity after the Franchise Agreement has ended. N.D. Cent. Code § 9-08-06.

2. The Item 17.v provision entitled “Choice of forum” for the Franchise Agreement and the Lease shall be amended so that it reflects that there is no such provision contained in the Franchise Agreement for use in North Dakota.

3. The Item 17.w provision entitled “Choice of law” for the Franchise Agreement and the Lease shall be supplemented by the following language:

This provision may not be enforceable under North Dakota law. North Dakota law will apply to all claims arising under the North Dakota Franchise Investment Law.

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. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement"), and any attached Lease (the "Lease"), dated as of \_\_\_\_\_ do hereby agree as follows:

1. Section 28 of the Franchise Agreement, under the heading "General Conditions," and Section 14 of the Lease, under the heading "General Provisions," shall be supplemented with the following language:

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages, or any provision that provides that parties waive their right to a jury trial are generally unenforceable under North Dakota law.

2. Section 28.9 of the Franchise Agreement, under the heading "General Conditions," and Section 14.8 of the Lease, under the heading "General Provisions," shall be deleted in their entirety, and the following language shall be added in lieu thereof:

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.

3. Section 28.10 of the Franchise Agreement, under the heading "General Conditions," and Section 14.10 of the Lease, under the heading "General Provisions," shall be deleted in their entirety, and shall have no force or effect.

4. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Rhode Island shall be amended to include the following:

1. The sentence in Items 17v. for the Franchise Agreement and the Lease 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. for the Franchise Agreement and the Lease 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.  
FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”), and any attached Lease (the “Lease”), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 28.9 of the Franchise Agreement and Section 14.8 of the Lease shall be supplemented by the following language:

If the Franchise Agreement or Lease 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 28.10 of the Franchise Agreement and Section 14.10 of the Lease shall be supplemented by the following language:

If the Franchise Agreement or Lease 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 Franchise Agreement and Lease in duplicate as of the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of South Dakota shall be amended as follows:

1. The “Summary” section in Item 17(q), entitled “Non-competition covenants during term of the franchise” and Item 17(r) entitled “Non-competition covenants after the franchise is terminated or expires”, for the Franchise Agreement, are amended by the addition of the following language:

Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

2. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement listed above that may not be enforceable under South Dakota law.

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. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement"), and any attached Lease (the "Lease"), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 19.2 of the Franchise Agreement, under the heading entitled "Competition," shall be supplemented by the addition of the following language:

The Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Franchise Agreement. This provision may not be enforceable under South Dakota law.

2. Chick-fil-A reserves the right to attempt to enforce Section 19.2 of the Franchise Agreement listed above even though it may not be enforceable under South Dakota law.

3. 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 Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Virginia shall be amended to include the following:

1. 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 FRANCHISEES  
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Washington shall be amended to include the following:

1. 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. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”), and any attached Lease (the “Lease”), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading “Term and Additional Businesses”, Section 24.8 of the Franchise Agreement, under the heading entitled “Termination,” Section 2.3 of the Lease, under the heading “Term” and Section 10.2 of the Lease, under the heading “Default, Termination and Remedies,” 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 28.9 and 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” and Sections 14.8 and 14.10 of the Lease, under the heading “General Provisions,” 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 21.2 of the Franchise Agreement, under the heading entitled “Transferability of Interest,” and Section 14.5 of the Lease, under the heading “General Provisions,” shall be amended by adding the following language at the end of each Section:

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

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 Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Wisconsin shall be amended as follows:

1. Item 17, item b, under the subheading entitled “Renewal or extension of term,” for the Franchise Agreement and the Lease, shall be replaced in its entirety by the following language:

Automatically extended for one year periods unless written notice is given at least ninety (90) days prior to the end of the existing term by either party. Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. Item 17, item c, under the subheading entitled “Requirements for franchisee to renew or extend,” for the Franchise Agreement and the Lease, shall be replaced in its entirety by the following language:

Automatic renewal unless you or Chick-fil-A give written notice of nonrenewal at least ninety (90) days prior to the end of the existing term. Chick-fil-A will not refuse to renew the Franchise Agreement and the Lease without good cause.

3. Item 17, item e, under the subheading entitled “Termination by franchisor without cause,” for the Franchise Agreement and the Lease, shall be replaced in its entirety by the following language:

Chick-fil-A can terminate you upon 90 days prior written notice to you. Chick-fil-A can also terminate you immediately upon notice to you and payment of the greater of \$1,000 or an amount determined by a formula, or within the first 90 days of the term without notice or any payment, upon termination of the lease for the site or upon your death. We will not terminate you without good cause.

4. Item 17, item i, under the subheading entitled “Franchisee’s obligations on termination/nonrenewal,” for the Franchise Agreement and the Lease, shall be supplemented with the addition of the following language at the conclusion of the item:

Upon termination of the Franchise Agreement by Chick-fil-A, at your option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A’s trademarks sold by Chick-fil-A to you for resale under the Franchise Agreement.

5. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE  
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE  
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement"), and any attached Lease (the "Lease"), dated as of \_\_\_\_\_ do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement under the headings entitled "Term and Additional Businesses" and "Termination," and Sections 2 and 10 of the Lease entitled "Site, Term and Use," and "Default, Termination and Remedies," shall be supplemented by the addition of following language:

Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. The thirty (30) days' written notice provisions in Section 2.2 of the Franchise Agreement and Section 2.3 of the Lease and the forty-five (45) days' written notice provision in Section 2.3 of the Lease shall be changed to require ninety (90) days' written notice instead.

3. Section 24.2 of the Franchise Agreement shall be replaced in its entirety by the following language:

Either Chick-fil-A or the Operator may terminate the Franchise Agreement as to one or more of the Businesses upon ninety (90) days' prior written notice to the other. Chick-fil-A will not terminate the Franchise Agreement without good cause.

4. Section 24 of the Franchise Agreement shall be supplemented by the addition of the following language at the conclusion of the Section:

24.9. Upon termination of the Franchise Agreement by Chick-fil-A, at the Operator's option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademark sold by Chick-fil-A to the Franchise for resale under the Franchise Agreement.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Wisconsin Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT “H”**

**RECEIPTS**

## RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York 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 Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A give you this Disclosure Document at least 10 business days before the execution of the Franchise Agreement or any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Chick-fil-A does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is: Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, ~~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 Operators dated March 31, ~~2015~~2016, that included the following Exhibits:

EXHIBIT "A"	List of State Agencies/Agents for Service of Process
EXHIBIT "B"	Franchise Agreement
EXHIBIT "B-1"	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT "B-2"	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT "C"	Consolidated Financial Statements of Chick-fil-A, Inc.
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "E"	List of Operator Restaurants, Chick-fil-A Operated Restaurants, and Licensed Units
EXHIBIT "F"	List of Former Operators
EXHIBIT "G"	<del>Form of Promissory Note</del> EXHIBIT "H" — State Addenda and Agreement
Amendments	
EXHIBIT " <del>H</del> "	Receipts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Operator

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

**Please sign and date this page and retain this page in your possession as part of your records.**

## RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

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EXHIBIT "G"	<del>Form of Promissory Note</del> EXHIBIT "H" — State Addenda and Agreement Amendments
EXHIBIT " <del>H</del> "	Receipts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Operator

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

**Please remove this page, sign and date this page, and return this page within 48 hours  
after you receive this Disclosure Document to Operator Selection Team, Chick-fil-A, Inc.,  
5200 Buffington Road, Atlanta, Georgia 30349-2998**