FRANCHISE DISCLOSURE DOCUMENT

Carl's Jr. Restaurants LLC
A Delaware Limited Liability Company
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Franklin, TN 37067
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www.carlsjr.com

The franchisee will operate a quick service restaurant under the name "Carl's Jr.," offering a limited menu of breakfast, lunch and dinner products and featuring charbroiled 100% Black Angus Thickburger sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits, and other related quick serve menu items ("Carl's Jr. Restaurant") at either a Travel Center Location or a Gas and Convenience Location. A location is considered a "Travel Center Location" if it is located off an interstate and limited highway exit and provides a range of services to the trucking industry, including fuel, showers, restrooms, convenience items, food and truck parking & services (a "Travel Center Location"). A location is considered a "Gas and Convenience Center" if its primary focus is on non-commercial fuel service and convenience items including freshly made foods (a "Gas and Convenience Location").

The total investment necessary to begin the operation of a Carl's Jr. Restaurant at a Travel Center Location or a Gas and Convenience Location ranges from approximately $688,000 - $1,143,000. This includes $57,000 to $97,000, which must be paid to us. The total investment ranges do not include the cost of buying or renting the business location.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Danell Caron at 6700 Tower Circle, Suite 1000, Franklin, TN 37067, (615) 339-4794.

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 by calling 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home

page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

~~Issued: September 16, 2024, as amended on November 7, 2024~~Issued: May 24, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Tennessee. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.

2. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at a price the franchisor or they set. The prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

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

To simplify the language in this disclosure document, "we," "us" and "CJR" refer to Carl's Jr. Restaurants LLC, the franchisor. "You" refers to the person or legal entity who buys the franchise. If you are a corporation, partnership, limited liability company or other business entity, certain provisions of this disclosure document also apply to your owners and will be noted.

CJR is offering, in connection with this disclosure document, the opportunity to become a franchisee and operate a Carl's Jr. Restaurant at either a Travel Center Location or a Gas and Convenience Location (as defined below). The franchise described in this disclosure document is for all franchisees who desire to operate a Carl's Jr. Restaurant at a Travel Center Location or a Gas and Convenience Location.

In addition to offering franchises for the operation of Carl's Jr. Restaurants from Travel Center Locations and Gas and Convenience Locations, CJR offers franchises to operate Carl's Jr. Restaurants at traditional locations and nontraditional locations under one or more separate disclosure documents. That offer will be on terms and conditions different from those described in this disclosure document. Nontraditional locations include, but are not limited to, airports, train stations, bus stations, stadiums, arenas, convention centers, military facilities, schools, colleges, universities, hospitals, recreational theme parks, business or industrial foodservice venues, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider, Indian reservations, casinos or any similar captive market location.

Carl's Jr. Restaurants are quick service restaurants offering a limited menu of breakfast, lunch and dinner products and featuring charbroiled 100% Black Angus Thickburger sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits, and other related quick serve menu items.

The Franchise. If you are approved as a franchisee, you can buy a franchise to develop and operate one Carl's Jr. Restaurant at a Travel Center Location or Gas and Convenience Location (each, a "Franchised Restaurant") under a Franchise Agreement (the current form is attached as Exhibit D), or if you and the area in which you are interested meet certain qualifications, you can buy the rights to develop multiple (at a minimum, three) Carl's Jr. Restaurants at Travel Center Locations or Gas and Convenience Locations under a Development Agreement (the current form is attached as Exhibit C).

A Travel Center is a facility located off an interstate or limited highway exit that focuses on services to the trucking industry, including fuel, showers, restrooms, convenience items, food and truck parking & services. A Gas and Convenience Center Location is a facility primarily focused on non-commercial fuel service and convenience items including freshly made foods. The Franchised Restaurant may be a newly developed restaurant or the conversion of an existing quick service restaurant brand (at times referred to as a "Conversion Restaurant").

If you are not currently a franchisee, prior to your entering into any other agreement with us, we may require you to execute a Preliminary Agreement (the current form of which is attached as Exhibit E) under which you must agree to keep confidential the information provided by CJR to you during Discovery Day (described below). During Discovery Day, you must attend a 2-day meeting at CJR's offices and at a CKR Restaurant during which you will meet with, and be evaluated by, various CJR personnel. In addition, those individuals who will have a 10% or greater interest in the franchisee entity may be required to complete, as we deem necessary and to our satisfaction, an operations overview, which lasts approximately 10 business days ("10-Day Operations Overview").

Your receipt of this disclosure document does not mean that you will be approved as a franchisee or that you may develop or open a Franchised Restaurant. Before you may develop and open a Franchised Restaurant, CJR must approve you as a franchisee (or, if you already are a franchisee, approve you for expansion), CJR must accept the location of your proposed Franchised Restaurant, you must attend and successfully complete CJR's franchise management training program ("FMTP") and CJR and you must sign the Franchise Agreement. Among other things, you should not acquire any interest in a site for a Franchised Restaurant until, at the earliest, you are approved by CJR as a franchisee (or, if you already are a franchisee, approved for expansion) and CJR accepts the site for your Franchised Restaurant.

Development Incentive Program. Franchisees who sign a Development Agreement or Franchise Agreement for one or more Carl's Jr. Restaurant(s) to be located at a Travel Center Location or Gas and Convenience Location may qualify for our Carl's Jr. Restaurant Travel Center Development Incentive Program (the "CJR ~~2024~~2025 Travel Center Development Incentive Program") or our Standard Development Incentive Program (the "~~2024~~2025 Development Incentive Program").

To be eligible for the CJR ~~2024~~2025 Travel Center Development Incentive Program, the following requirements must be satisfied: (i) the Travel Center Location or Gas and Convenience Location must be located within ½ mile of an interstate or limited access highway and must include a combination of high rise pylon sign, billboard or other highway sign (the "Travel Center Program"), (ii) the Travel Center Location or Gas and Convenience Location must be opened pursuant to a Development Agreement dated no later than May 24, ~~2025~~2026, that includes the development of at least three (3) newly-constructed Carl's Jr. Restaurant(s), (iii) franchisee must open the Franchise Restaurants from a Travel Center Location or Gas and Convenience Location by the date(s) outlined in the corresponding Development Agreement, (iv) franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with CJR or its affiliates, (v) franchisee must be approved for growth by CJR and its affiliates, (vi) franchisee must satisfy CJR's then-current financial and operational requirements for new restaurant development, and (vii) franchisee and the Carl's Jr. Restaurant(s) otherwise meet the requirements of the CJR ~~2024~~2025 Travel Center Development Incentive Program.

For Franchisees who develop 3 or more Carl's Jr. restaurants or the conversion of an existing restaurant to a Carl's Jr. restaurant as part of the CJR ~~2024~~2025 Travel Center Development Incentive Program, we will reduce or waive the initial franchisee as set forth in Item 5 and reduce the royalty fee and APO fee as set forth in Item 6.

If you qualify for the CJR ~~2024~~2025 Development Incentive Program, simultaneously with your execution of the qualifying Franchise Agreement, you will sign a CJR ~~2024~~2025 Travel Center Development Incentive Program Addendum to the Franchise Agreement (Exhibit L), which memorializes your right to receive the development incentives described above for the applicable Franchised Restaurant(s). If you sign the CJR ~~2024~~2025 Development Incentive Program Addendum to Franchise Agreement, you will not be entitled, with respect to the applicable Franchised Restaurant(s) covered by the CJR ~~2024~~2025 Travel Center Development Incentive Program, to any other incentives that have been or may be offered by us.

If the requirements for the CJR ~~2024~~2025 Travel Center Development Incentive Program are not satisfied, then the Travel Center Location or Gas and Convenience Location may be eligible for the ~~2024~~2025 Development Incentive Program, provided the following requirements are satisfied: (i) franchisee signs a Franchise Agreement for the development of a newly-constructed Carl's Jr. Restaurant(s) by no later than May 24, ~~2025~~2026 or franchisee signs a Franchise Agreement for the development of a newly constructed Carl's Jr. Restaurant pursuant to the terms of a Development Agreement dated no later than May 24, ~~2025~~2026, (ii) franchisee must open the newly-constructed Carl's Jr. Restaurant(s) by the date(s) outlined in the corresponding Development Agreement or Franchise Agreement, (iii) franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with CJR or its affiliates, (iv) franchisee must be approved for growth by CJR and its affiliates, (v) franchisee must satisfy CJR's then-current financial and operational requirements for new restaurant development, and (vi) franchisee and the Carl's Jr. Restaurant(s) otherwise meet the requirements of the ~~2024~~2025 Development Incentive Program.

For Franchisees who are eligible for the ~~20242~~2025 Development Incentive Program, we will reduce the initial franchise fee as set forth in Item 5 and reduce the royalty and APO fee as set forth in Item 6 for the first three years of the franchise term.

If you qualify for the ~~20242~~2025 Development Incentive Program, simultaneously with your execution of the qualifying Franchise Agreement, you will sign a ~~20242~~2025 DIP Addendum to the Franchise Agreement (Exhibit L), which memorializes your right to receive the development incentives described above for the applicable Franchised Restaurant(s). If you sign the ~~20242~~2025 DIP Addendum to Franchise Agreement, you will not be entitled, with respect to the applicable Franchised Restaurant(s) covered by the ~~20242~~2025 Development Incentive Program, to any other incentives that have been or may be offered by us.

Licenses; Permits; Applicable Laws; and Competition. It is your sole and absolute obligation to research all applicable federal, state and local laws and regulations governing the operation of your business and to ensure that such operation does not violate any federal, state or local law or regulation. For example, there are various federal laws that could affect your business and that you must comply with such as the American with Disabilities Act (ADA), the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), and other federal and state anti-solicitation laws regulating marketing phone calls; and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). Further, you must comply with all local, state and federal laws and regulations applicable to the operation of your Restaurant, including health, sanitation, food handling, food preparation, waste disposal, smoking restrictions and advertising and point-of-sale disclosures, including statements concerning the nutritional and dietary characteristics of the food served at your Restaurant. You should consult with your attorney concerning all laws and regulations that may affect your Restaurant operations.

In addition, all newly-developed Carl's Jr. Restaurants must contain a charbroiler. The charbroiler has been the subject of regulation in certain areas of the country, including California where, in some regions, chain-driven charbroilers must have catalytic converters. The possibility exists that other states may require that air pollution control equipment be installed in connection with the use of a charbroiler. You would be expected to comply with these regulations, if applicable to your Restaurant, and pay all costs of installation and maintenance of the control equipment.

The restaurant business, including the quick service segment, is highly competitive. You will be competing with other quick service restaurants, including national and regional restaurant chains, fast-casual restaurants, full-service casual-dining restaurants, budget restaurants, health and nutrition-oriented restaurants, delicatessens and prepared food restaurants, take-out food service companies, supermarkets, coffee shops and convenience stores. The ability of each Carl's Jr. Restaurant to compete depends on its location, ingress and egress, signage, parking, service, employee attitudes, overhead, changing local market and economic conditions and many other factors both within and outside your control.

The Franchisor and Its Predecessor. CJR is a Delaware limited liability company organized on January 30, 2013. Our principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067. Our agents for service of process in various states are listed in Exhibit B. We do business under the name "Carl's Jr.". We have operated and offered franchises for Carl's Jr. Restaurants since April 1, 2013. As of January ~~29~~27, ~~20242~~2025, there were ~~49~~50 company-operated Carl's Jr. restaurants and there were ~~1,014~~982 domestic franchised Carl's Jr. restaurants, including ~~262~~218 Dual Concept restaurants. Dual Concept Restaurants are quick service Carl's Jr. ~~r~~Restaurants that also offer certain Green Burrito Mexican food products. In addition, as of January ~~29~~27, ~~20242~~2025, there were the following international franchised Carl's Jr. Restaurants: American Samoa – 1; Australia – ~~47~~28; Cambodia – 6;

Canada – ~~20~~18; Chile – ~~22~~28; Denmark – 16; Dominican Republic – 1; Ecuador – ~~24~~26; France – ~~7~~6; Guatemala – ~~3; India –~~ 4; India – 3; Japan – 4; Malaysia – ~~6~~5; Mexico – ~~377~~408; New Zealand – ~~17~~18; Nicaragua – ~~3~~4; Panama – ~~10~~12; People's Republic of China – ~~3~~4; Puerto Rico – 2; Russia – 17; Singapore – ~~5~~4; Spain – 44; Switzerland – ~~1~~3; and Turkey – 22. (~~We consider~~ American Samoa and Puerto Rico are considered to be international locations even though they are U.S. territories.) We do not engage in any other business or offer franchises in any other line of business.

Our predecessor is Carl Karcher Enterprises, Inc., a California corporation incorporated on February 7, 1966, whose principal place of business was 6307 Carpinteria Avenue, Carpinteria, California 93013. On March 26, 2013, it was converted from a corporation to a limited liability company, Carl Karcher Enterprises LLC, a Delaware limited liability company formed on February 25, 2013. Effective October 7, 2013, Carl Karcher Enterprises LLC was converted to a California limited liability company. Carl Karcher Enterprises LLC has the same principal place of business as ours. (Carl Karcher Enterprises, Inc. and Carl Karcher Enterprises LLC will be collectively referred to in this disclosure document as "CKE".) CKE operated Carl's Jr. Restaurants from 1966 until March 31, 2013. CKE also offered franchises for Carl's Jr. Restaurants from 1984 until March 31, 2013. From 1997 to 1998, CKE also offered franchises to operate Carl's Jr./Hardee's Dual Concept Restaurants. CKE has not engaged in any other business or offered franchises in any other line of business.

The Financing Transaction and the Management Agreement. On April 1, 2013, in connection with a financing transaction, CKE assigned to us all existing franchise agreements ("Franchise Agreements") and development agreements ("Development Agreements") governing franchised Carl's Jr. Restaurants so that we could expand and administer the Carl's Jr. System (through new franchises and other means) and, pursuant to a Contribution Agreement, CKE contributed to us its ownership of the "Carl's Jr." trade names, service marks and other trademarks that are associated with the Carl's Jr. System and we were assigned ownership of the "Green Burrito" trade names, service marks and other trademarks that are associated with the GB Dual Concept System (collectively, "Proprietary Marks"). In addition, substantially all of the real estate assets associated with the operation of company-owned Carl's Jr. Restaurants previously owned or leased by CKE (or its affiliates) and substantially all of the real estate leases and subleases between CKE (or its affiliates) and franchisees were assigned to us, and we assumed the operation of substantially all of the company-owned Carl's Jr. restaurants.

Under an April 1, 2013 management agreement ("Management Agreement") among our indirect corporate parent, CKE Restaurants Holdings, Inc., us and several other parties, CKE Restaurants Holdings, Inc. may – at all times acting on our behalf – fulfill all of our duties and obligations under all existing and future Franchise Agreements and Development Agreements, including: managing the Carl's Jr. System; marketing and offering new and renewal Franchise Agreements and Development Agreements as our franchise broker; training franchisees and their employees; and providing the required support to franchisees. CKE Restaurants Holdings, Inc. will act in conjunction with CKE in fulfilling our duties and obligations under the Franchise Agreements and Development Agreements.

If CKE Restaurants Holdings, Inc. fails to perform its obligations under the Management Agreement, it may be replaced as the franchise service provider. However, as the franchisor, we will always be ultimately responsible for fulfilling all of our duties and obligations under your Franchise Agreements and Development Agreements.

Our Parent and Certain Affiliates. Our direct corporate parent is Carl's Jr. Funding LLC ("CJF"), and CJF's direct corporate parent is Carl's Jr. SPV Guarantor LLC ("SPV"). CJF and SPV are Delaware limited liability companies organized on January 30, 2013, with the same principal place of

business as ours. Neither CJF nor SPV offer franchises in any line of business or provide products or services to Carl's Jr. franchisees.

SPV's direct corporate parent is CKE, and CKE's direct corporate parent is CKE Restaurants Holdings, Inc., which is a wholly-owned subsidiary of CKE Inc. Prior to March 26, 2013, we were an indirect wholly-owned subsidiary of CKE Restaurants, Inc., a Delaware corporation formed in March 1994 whose principal place of business was 6307 Carpinteria Avenue, Carpinteria, California 93013. On March 26, 2013, CKE Restaurants, Inc. was merged into CKE Restaurants Holdings, Inc., with CKE Restaurants Holdings, Inc. as the surviving entity. CKE Restaurants Holdings, Inc. is a Delaware corporation organized on February 22, 2013, whose principal place of business is the same as ours and CKE Inc. is a Delaware corporation incorporated on April 15, 2010, whose principal place of business is the same as ours. On December 24, 2013, the substantial majority of all issued and outstanding shares of common stock of CKE Inc. was acquired by CKE Holding Corporation, a Georgia corporation organized on November 7, 2013, whose principal place of business is 1180 Peachtree Street, Suite 2500, Atlanta, GA 30309. Neither CKE Holding Corporation, CKE Inc. nor CKE Restaurants Holdings, Inc. offer franchises in any line of business, and neither CKE Holding Corporation nor CKE Inc. offer or provide products or services to Carl's Jr. franchisees. (CKE Restaurants, Inc. and CKE Restaurants Holdings, Inc. will be collectively referred to in this disclosure document as "CKR".) Our direct affiliate that offers franchises or provides products or services to Carl's Jr. franchisees, in addition to CKR, is: Hardee's Restaurants LLC ("HR").

HR is a Delaware limited liability company formed on January 30, 2013, whose principal place of business is the same as ours. As of January ~~29~~27, ~~2024~~2025, there were ~~204~~202 company-operated Hardee's restaurants, and there were ~~1,393~~1,369 domestic franchised Hardee's restaurants, including ~~134~~129 Dual Concept restaurants. Dual Concept Restaurants are quick service Hardee's Restaurants that also offer certain Red Burrito Mexican food products. In addition, as of January ~~29~~27, ~~2024~~2025, there were the following international franchised Hardee's Restaurants: Bahrain – ~~16~~17; Egypt – ~~42~~41; Iraq – ~~9~~12; Jordan – ~~5~~4; Kazakhstan – ~~16~~19; Kenya – 1; Kuwait – ~~59~~60; Oman – 13; Pakistan – ~~31~~30; Palestine – 5; Qatar – 24; Saudi Arabia – ~~139~~146; ~~and~~ United Arab Emirates – ~~92. HR has operated and offered franchises for Hardee's Restaurants since April 1, 2013~~98; and Uzbekistan – 3. HR has not engaged in any other business or offered franchises in any other line of business.

Affiliated Franchise Programs. Through control with private equity funds managed by Roark Capital Management, LLC, we are affiliated with the following franchise programs (**"Affiliated Programs"**). None of these affiliates operates a Carl's Jr. franchise.

GoTo Foods Inc. ("**GoTo Foods**") is the indirect parent company to seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("**Auntie Anne's**"), Carvel Franchisor SPV LLC ("**Carvel**"), Cinnabon Franchisor SPV LLC ("**Cinnabon**"), Jamba Juice Franchisor SPV LLC ("**Jamba**"), McAlister's Franchisor SPV LLC ("**McAlister's**"), Moe's Franchisor SPV LLC ("**Moe's**"), and Schlotzsky's Franchisor SPV LLC ("**Schlotzsky's**"). All seven GoTo Foods franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks, and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with GoTo Foods through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, ~~2023~~2024, there were ~~1,156~~1,182 franchised and 11 affiliate-owned Auntie Anne's shops in the United States and ~~817~~815 franchised Auntie Anne's shops outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with GoTo Foods in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, ~~2023~~2024, there were ~~324~~336 franchised Carvel shoppes in the United States and ~~29~~39 franchised Carvel shoppes outside the United States.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with GoTo Foods through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, ~~2023~~2024, there were ~~952~~1,002 franchised and ~~22~~28 affiliate-owned Cinnabon bakeries in the United States ~~and 952~~, 1,040 franchised Cinnabon bakeries outside the United States~~. In addition, as of December 31, 2023, there were 185~~, and 193 franchised Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with GoTo Foods through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, ~~2023~~2024, there were ~~approximately 733~~726 franchised Jamba stores and one affiliate-owned Jamba store in the United States and ~~57~~61 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants ~~which offer a line of~~that feature deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with GoTo Foods in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, ~~2023~~2024, there were ~~506 domestic~~524 franchised and 36 affiliate-owned McAlister's restaurants ~~and 33 affiliate-owned restaurants operating~~ in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, ~~2023~~2024, there were ~~606~~591 franchised and ~~six~~five affiliate-owned Moe's Southwest Grill restaurants in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants ~~which~~that feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, ~~2023~~2024, there were ~~295~~280 franchised and 28 affiliate-owned Schlotzsky's restaurants ~~and 22 affiliate-owned restaurants operating~~ in the United States.

Inspire Brands, Inc. ("**Inspire Brands**") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to six franchisors offering and selling franchises in the United States, including: Arby's Franchisor, LLC ("**Arby's**"), Baskin-Robbins Franchising LLC ("**Baskin-Robbins**"),

Buffalo Wild Wings International, Inc. ("**Buffalo Wild Wings**"), Dunkin' Donuts Franchising LLC ("**Dunkin'**"), Jimmy John's Franchisor SPV, LLC ("**Jimmy John's**"), and Sonic Franchising LLC ("**Sonic**"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("**Inspire International**"), DB Canadian Franchising ULC ("**DB Canada**"), DDBR International LLC ("**DB China**"), DD Brasil Franchising Ltda. ("**DB Brasil**"), DB Mexican Franchising LLC ("**DB Mexico**"), and BR UK Franchising LLC ("**BR UK**"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed. As of December ~~31~~29, ~~2023~~2024, there were ~~3,413~~3,365 Arby's restaurants operating in the United States (~~2,316~~2,286 franchised and ~~1,097~~1,079 company-owned)~~ and 200~~, including one multi-brand location. Additionally, as of December 29, 2024, there were 231 single-branded franchised Arby's restaurants operating internationally.

Baskin-Robbins is a franchisor of Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of December 29, 2024, there were 2,245 franchised Baskin-Robbins restaurants operating in the United States. Of those 2,245 restaurants, 974 were single-branded Baskin-Robbins restaurants, two were Baskin-Robbins restaurants operating at a multi-brand location, and 1,269 were Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December 29, 2024, there were 5,651 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under Buffalo Wild Wings® name ("**Buffalo Wild Wings Sports Bars**") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("**BWW-GO Restaurants**"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of December ~~31~~29, ~~2023~~2024, there were ~~1,185~~1,183 Buffalo Wild Wings Sports Bars operating in the United States (~~533~~538 franchised and ~~652~~645 company-owned) and 65 franchised Buffalo Wild Wings or B-Dubs restaurants operating outside the United States. As of December ~~31~~29, ~~2023~~2024, there were ~~79~~140 BWW-GO Restaurants operating in the United States (~~31~~90 franchised and ~~48~~50 company-owned).

~~**Sonic** is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of December 31, 2023, there were 3,521 Sonic Drive-Ins operating in the United States (3,195 franchised and 326 company-owned).~~

~~**Jimmy John's** is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016~~

~~and became part of Inspire Brands by merger in 2019. As of December 31, 2023, there were 2,644 Jimmy John's restaurants operating in the United States (2,604 franchised and 40 affiliate-owned). Of those 2,644 restaurants, 2,641 were singled-branded Jimmy John's restaurants and 3 were franchised Jimmy John's restaurants operating at multi-brand locations.~~

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin' restaurants since March 2006. As of December ~~31~~29, ~~2023~~2024, there were ~~9,580~~9,768 Dunkin' restaurants operating in the United States (~~9,548~~9,734 franchised and ~~32~~34 company-owned). Of those ~~9,580~~9,768 restaurants, ~~8,295~~8,480 were single-branded Dunkin' restaurants, ~~2~~19 were ~~franchised~~ Dunkin' restaurants operating at multi-brand locations, and ~~1,283~~1,269 were franchised Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December ~~31~~29, ~~2023~~2024, there were ~~4,210~~4,328 single-branded franchised Dunkin' restaurants operating internationally.

~~**Baskin-Robbins**~~**Jimmy John's** is a franchisor of ~~Baskin-Robbins®~~ restaurants ~~that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins~~ operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in ~~December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006~~October 2016 and became part of Inspire Brands by merger in 2019. As of December ~~31~~29, ~~2023~~2024, there were ~~2,261 franchised Baskin-Robbins~~2,689 Jimmy John's restaurants operating in the United States (2,647 franchised and 42 affiliate-owned). Of those ~~2,261~~2,689 restaurants, ~~977~~2,668 were single-branded ~~Baskin-Robbins~~Jimmy John's restaurants~~, 1 was a Baskin-Robbins~~ and 21 were Jimmy John's restaurants operating at ~~a~~ multi-brand locations~~, and 1,283 were Dunkin' and Baskin-Robbins combo restaurants~~. Additionally, as of December ~~31~~29, ~~2023~~2024, there were ~~5,383 single-branded~~five franchised ~~Baskin-Robbins~~Jimmy John's restaurants operating internationally~~ and in Puerto Rico~~.

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of December 29, 2024, there were 3,461 Sonic Drive-Ins operating in the United States (3,144 franchised and 317 company-owned), including one multi-brand location.

Inspire International has, directly or through its predecessors, offered and sold franchises outside the United States for the following brands: Arby's restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John's restaurants (since November 2022), and Sonic restaurants (since November 2019). **DB Canada** was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. **DB China** has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. **DB Brasil** has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. **DB Mexico** has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. **BR UK** has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

Primrose School Franchising SPE, LLC (**"Primrose"**) is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with

children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988. As of December 31, ~~2023~~2024, there were ~~505~~525 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC (**"Massage Envy"**) is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, ~~2023~~2024, there were ~~1,053~~1,009 Massage Envy locations operating in the United States, including ~~1044~~1,000 operated as total body care Massage Envy businesses and 9 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, ~~2023~~2024, there were ~~9~~nine regional developers operating 11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

Driven Holdings, LLC ("**Driven Holdings**") is the indirect parent company to nine franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Merlin Franchisor SPV LLC ("**Merlin**"), Econo Lube Franchisor SPV LLC ("**Econo Lube**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (which included Meineke, Maaco, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, Econo Lube, Merlin, CARSTAR, Take 5, Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. None of these franchise systems have offered franchises in any other line of business.

Meineke franchises automotive centers that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December ~~30~~28, ~~2023~~2024, there were ~~698~~714 franchised Meineke centers, ~~22~~18 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December ~~30~~28, ~~2023~~2024, there were ~~373~~363 franchised Maaco centers and no company-owned Maaco centers in the United States.

Merlin franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system

and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December ~~30~~28, ~~2023~~2024, there were ~~22~~14 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December ~~30~~28, ~~2023~~2024, there were ~~9~~eight Econo Lube N' Tune franchises and ~~12~~nine Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December ~~30~~28, ~~2023~~2024, there were ~~196~~193 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December ~~30~~28, ~~2023~~2024, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December ~~30~~28, ~~2023~~2024, there were ~~455~~471 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December ~~30~~28, ~~2023~~2024, there were ~~325~~432 franchised Take 5 outlets and ~~643~~710 affiliate-owned Take 5 outlets operating in the United States.

Abra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December ~~30~~28, ~~2023~~2024, there were ~~57~~55 franchised Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December ~~30~~28, ~~2023~~2024, there were ~~203~~212 franchised Fix Auto repair shops operating in the United States~~, 9 of which are operated by FUSA's affiliate under a franchise agreement with FUSA~~.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its

predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012.

As of December ~~30~~28, ~~2023~~2024, there were: (i) ~~15~~14 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) ~~18~~17 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) ~~313~~317 franchised CARSTAR facilities and ~~1~~one company-owned CARSTAR facility in Canada; (v) ~~30~~32 franchised Take 5 outlets and ~~7~~seven company-owned Take 5 outlets in Canada; (vi) ~~57~~71 franchised UniglassPlus businesses, 27 franchised UniglassPlus/Ziebart businesses, and ~~5~~five franchised Uniglass Express businesses in Canada, and ~~2~~one company-owned UniglassPlus business~~es~~ and ~~1~~one company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, ~~57~~56 franchised VitroPlus/Ziebart businesses~~,~~ and ~~4~~three franchised Vitro Express businesses in Canada, and ~~3~~one company-owned VitroPlus business~~es~~ and ~~no~~one company-owned VitroPlus/Ziebart business~~es~~ in Canada; (viii) ~~32~~31 franchised Docteur du Pare Brise businesses and ~~no~~two company-owned Docteur du Pare Brise businesses in Canada; (ix) ~~12~~11 franchised Go! Glass & Accessories businesses and no franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In January 2022, Driven Brands acquired Auto Glass Now's repair locations. As of December ~~30~~28, ~~2023~~2024, there were more than ~~220~~224 repair locations operating under the AUTOGLASSNOW® name in the United States ("**AGN Repair Locations**"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

ServiceMaster Systems LLC is the direct parent company to three franchisors operating five franchise brands in the United States: Merry Maids SPE LLC ("**Merry Maids**"), ServiceMaster Clean/Restore SPE LLC ("**ServiceMaster**") and Two Men and a Truck SPE LLC ("**Two Men and a Truck**"). Merry Maids and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021.The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, ~~2023~~2024, there were ~~813~~796 Merry Maid franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, ~~2023~~2024, there were ~~619~~585 ServiceMaster Clean franchises, and ~~2,064~~1,995 ServiceMaster Restore franchises in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, ~~2023~~2024, there were ~~313~~339 Two Men and a Truck franchises and three company-owned Two Men and a Truck businesses in the United States. As of December 31, ~~2023~~2024, there were ~~20~~62 Two Men and a Junk Truck franchises in the United States.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, **ServiceMaster of Canada Limited** offers franchises in Canada, **ServiceMaster Limited** offers franchises in Great Britain, and **Two Men and a Truck** offers franchises in Canada and Ireland.

NBC Franchisor LLC ("**NBC**") franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at ~~4560 Belt Line Road~~5005 Lyndon B. Johnson Pkwy, Suite ~~350~~600, ~~Addison~~Dallas, Texas ~~75001~~75244. As of December 31, ~~2023~~2024, there were ~~562~~644 No~~r~~thing Bundt Cake franchises and ~~16~~17 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium ~~Center Licensing,~~Franchisor LLC (~~"~~Mathnasium~~"~~) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium's predecessor began offering franchises in late 2003. Mathnasium's predecessor became an Affiliated Program through an acquisition in November 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, ~~2023~~2024, there were ~~968~~995 franchised and ~~4~~four affiliate-owned Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium ~~Center Licensing,~~Franchisor LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, ~~2023~~2024, there were ~~89~~100 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, ~~2023~~2024, there were ~~79~~91 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing~~, LLC, Mathnasium Center Licensing~~ Canada, Inc. and Mathnasium International Franchising, LLC each have their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

Youth Enrichment Brands, LLC is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC (**"i9"**), SafeSplash Brands, LLC also known as "**Streamline Brands**"), and School of Rock Franchising LLC ("**School of Rock**"). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have never offered franchises in any other line of business.

i9 franchises businesses that operate, market, sell, and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products, and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 ~~became an Affiliated Program through an acquisition in September 2021. i9 has a~~has its principal place of business at 9410

Camden Field Parkway, Riverview, Florida 33578. As of December 31, ~~2023~~2024, there were ~~245~~264 i9 Sports franchises in the United States.

Streamline Brands offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, and other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through ~~April~~March 2023~~. Streamline Brands has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134~~. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has ~~a~~its principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, ~~2023~~2024, there were ~~128~~102 franchised and ~~company-owned~~29 affiliate-owned SafeSplash Swim School outlets (includ~~ed~~ing 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States.

School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of R~~i~~ock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, ~~2023~~2024, there were ~~234~~254 franchised and ~~47~~49 affiliate-owned School of Rock schools in the United States and 92 franchised School of Rock schools outside the United States.

Doctor's Associates LLC ("**Subway**") franchises retail eating establishments which sell foot-long and other sandwiches, salads and other food items under the Subway® mark. Subway began offering franchises in 1974. Subway became an Affiliated Program through an acquisition in April 2024. Subway has its principal place of business at 1 Corporate Drive, Suite 1000, Shelton, Connecticut 06484. As of December 31, 2024, there were 19,502 Subway franchises and no company-owned locations operating in the United States and an estimated 16,120 franchises operating outside the United States. Subway has never offered franchises in any other line of business.

None of the affiliated franchisors listed above are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

ITEM 2
BUSINESS EXPERIENCE

Independent Manager: Albert J. Fioravanti

Mr. Fioravanti has served as our Independent Manager since April 2014. He has been employed by Lord Securities Corporation ("Lord Securities"), which provides services to the securitization and structured finance market, located in New York, NY, since December 1999 and currently serves as Managing Director for Lord Securities.

Independent Manager: Leonard Padula

Mr. Padula has served as our Independent Manager since February 2017. He has been employed by Lord Securities since March 2004 and currently serves as a Vice President for Lord Securities.

Chief Executive Officer: ~~Sarah Spiegel~~Joe Guith

~~Ms~~Mr. ~~Spiegel~~Guith has served as our Chief Executive Officer ~~on an interim basis since November 2024. Ms. Spiegel~~since March 2025. Mr. Guith holds this same position with CKE, CKR, HR and SPV. ~~Since October 2019, Ms. Spiegel has served as a Managing Director at Roark Capital Group, an Atlanta based private equity company. From January 2023 to July 2023, Ms. Spiegel served as interim~~From August 2022 to February 2025, he served as Chief Executive Officer ~~of NBC Franchisor LLC, d/b/a Nothing Bundt Cakes located in Addison, Texas. From July 2017 to September 2018, Ms. Spiegel~~and a Director of Cajun Global LLC d/b/a Church's Chicken located in Atlanta, Georgia. From April 2021 to July 2022, he served as Category President, Restaurant Brands for McAlister's, Moe's and Schlotzsky's at Focus Brands LLC in Atlanta, Georgia. From April 2018 to April 2021, he served as President ~~and Chief Executive Officer of Coffee and Bagel Brands and as Chief Operating Officer from November 2016 to June 2017 in Denver, Colorado~~of McAlister's Deli in Atlanta, Georgia.

~~**Brand President, Carl's Jr.: Blake Devillier**~~

~~Mr. Devillier has held this position since April 2024. From June 2022 to March 2024, Mr. Devillier served as Senior Vice President, Field Operations for Taco Bell located in Irvine, California. From September 2017 to May 2022, Mr. Devillier served as Vice President, Stores for Old Navy located in San Francisco, California.~~

~~General Counsel and~~ Chief People and Legal Officer: Kerry Olson

Ms. Olson has held this position since ~~July 2018. She~~March 2025 and holds the same position with CJF, CKE, CKR, HR and SPV. She served as General Counsel and Chief Legal Officer of CJR, CJF, CKE, CKR, HR and SPV from July 2018 to March 2025. From September 2017 to July 2018, she was a partner at the law firm of Faegre Baker Daniels LLP in Minneapolis, Minnesota. From October 2015 to June 2017, Ms. Olson was Executive Vice President and Global General Counsel of Carlson Hotels, Inc. in Minnetonka, Minnesota.

Brand President, Carl's Jr.: Blake Devillier

Mr. Devillier has held this position since April 2024. From June 2022 to March 2024, Mr. Devillier served as Senior Vice President, Field Operations for Taco Bell located in Irvine, California. From September 2017 to May 2022, Mr. Devillier served as Vice President, Stores for Old Navy located in San Francisco, California.

Chief Marketing Officer: Jennifer Tate

Ms. Tate has held this position since September 2023. She holds the same position with CJF, CKE, CKR, HR and SPV. From August 2020 to August 2023, she served as Chief Marketing Officer for Cracker Barrel Old Country Store, Inc. based in Lebanon, TN. From March 2010 to August 2020, she served as Executive Vice President of Marketing for Darden, Inc. located in Orlando, FL.

Chief Financial Officer: Michael Lenihan

Mr. Lenihan has held this position since September 2023. He holds the same position with CJF, CKE, CKR, HR and SPV. ~~From January 2003 to~~In addition to serving as Chief Financial Officer, he also

oversees CJR's and HR's domestic franchise development in the United States. From May 2021 until September 2023, he ~~served as~~was Vice President ~~of~~, Finance~~e~~ial ~~for~~Planning & Analysis and Treasury at Yum Brands, Inc~~.~~ based in Louisville, KY. Prior to this, he was Vice President, Financial Planning & Analysis and IT Shared Services at Yum Brands, Inc. He was also Vice President, Finance at Pizza Hut from November 2015 until January 2017, and Senior Director Business Development at Pizza Hut from August 2014 until November 2015. Prior to this, he held various other positions at Yum Brands, Inc. since 2003.

Chief ~~Technology & Growth~~Supply Chain Officer~~: Justin Falciola~~ – Kelly Bengston

~~Mr. Falciola begins~~ Ms. Bengston has held this position ~~in June 2024. He will~~since February 2025. She holds the same position with CJF, CKE, CKR, HR and SPV. From January 2024 to November ~~2019 to May~~ 2024, she served as ~~Chief Insights and Technology Officer of Papa John's International in Louisville, Kentucky. Prior to that~~Senior Vice President, Supply Chain Operations for Starbucks Coffee Company located in Seattle, WA. From October 2018 to December 2023, she served as ~~Papa John's~~ Senior Vice President, Chief ~~Analytics and Technology~~Procurement Officer ~~from October 2018 to October 2019~~for Starbucks Coffee Company located in Seattle, WA.

~~**President-International: Mike Woida**~~
Vice President – Finance: Diane Simrall

~~**Mr**~~Ms. ~~**Woida**~~Simrall has held this position since ~~**April 2019. He**~~March 2025. She holds the same position with CJF, CKE, CKR, HR and SPV. ~~**From December 2010 to April 2019, Mr. Woida was Senior Vice President, International of HR and CKR.**~~ She served as Head of Non-Traditional Development and Franchise Finance (from February 2024 to March 2025) and as Director of Franchise Finance (from January 2023 to February 2024) for Pizza Hut, LLC located in Plano, Texas. She served as Director of Franchise Finance for KFC US, LLC from July 2018 to January 2023, located in Louisville, KY.

Vice President – Operations: Ofelia Kumpf

~~**Chief Human Resources Officer: Andrew Robinson**~~

~~Mr. Robinson has held this position since August 2019. He holds the same position with CJF, CKE, CKR, HR and SPV. From May 2017 through July 2019, he served as Chief Human Resources Officer at Starr Restaurants in Philadelphia, PA.~~

~~**Senior Vice President-Development: Mark McClellan**~~

~~Mr. McClellan has held this position since October 2022. From March 2018 to October 2022, he was Owner and Founder of US Franchise Consulting based in Ellijay, Georgia. From June 2012 to March 2018, he was Vice President Development & Construction for Dunkin' Brands based in Canton, Massachusetts.~~

~~**Vice President-Franchise Performance: Bracken Gardner**~~

~~Mr~~Ms. ~~Gardner~~Kumpf has held this position since ~~S~~Dep~~t~~cember ~~2022. From May 2019 to September 2022, he was Vice President, Franchise Relationship Manager for Northern Bank & Trust Company based in Woburn, Massachusetts. From May 2008 to March 2019, he was Director, Business Development for Dunkin' Brands based in Canton, Massachusetts.~~2024. Ms. Kumpf has served on the Board of Frontier Holdings Group, Inc., parent company of Frontier Airlines, since July 2021. From June 2018 to August 2022, she served as Field Vice President, Long Beach Field Office for McDonald's USA, LLC located in Irvine, CA.

Vice President – Legal: Danell Caron

Ms. Caron has held this position since April 2023. Prior to joining CKE, Ms. Caron served as General Counsel (from August 2022 to March 2023) and Director of Legal and Franchise Administration (March 2020 to July 2022) for Great Clips, Inc., in Bloomington, Minnesota. From January 2018 to February 2020, Ms. Caron served as General Counsel for Lift Brands, Inc., in Chanhassen, Minnesota.

Franchise Manager: CKE Restaurants Holdings, Inc. ("CKR")

As described in Item 1, under the Management Agreement, CKR will act as our franchise broker and will also, on our behalf, fulfill our duties under the Development Agreements and Franchise Agreements. In addition to those principal officers identified above for the franchisor, listed below are the principal officers and other individuals of CKR who have management responsibility relating to the sale or operation of Hardee's Restaurant franchises.

~~**Senior Director of Franchise Sales and Development: Eric Roschel**~~

~~Mr. Roschel has held this position since May 2024. He holds the same position for CJR. From November 2022 to March 2024, Mr. Roschel served as Executive Vice President of Marketing for TIGER 21 located in New York, NY. From January 2021 to November 2022, Mr. Roschel served as Senior Director of Development for Bojangles located in Charlotte, North Carolina. From January 2016 to January 2021, Mr. Roschel served as Director of Development for Domino's Pizza located in Ann Arbor, MI.~~

ITEM 3
LITIGATION

Franchisor Litigation – Concluded Matters

(1) *6Points Food Services Ltd. v. Carl's Jr. Restaurants LLC, et al.,* No. 15-543370 *(Sup. Ct. of Justice, Ontario)*

This proceeding was a consolidation of two actions commenced by 6Points Food Services Ltd. ("6Points"), a Canadian developer and franchisee, in the Sup. Ct. of Justice, Ontario (No. 15-453370 and No. 16-546487).

On December 23, 2015, 6Points filed an action in the Ontario Superior Court of Justice against CJR (court file no. 15-543370). The action seeks a declaration that 6Points' November 10, 2015 notice of rescission validly rescinded the development, franchise, and "related" agreements with CJR. 6Points' notice and its Statement of Claim invoke Ontario's Arthur Wishart Act to allege that CJR's franchise disclosures were deficient. 6Points further alleges that CJR failed to comply with certain representations and contractual obligations, and its obligation of fair dealing. In addition to the declaration, 6Points seeks CD $8,000,000 in damages, along with other incidental relief.

On February 11, 2016, 6Points filed an action in the Ontario Superior Court of Justice against CKR, Ned Lyerly, Jr., Michael Woida and Jeff Branton (court file no. 16-546487). The action reasserts the same claims as in the action described above. On August 8, 2016, the Court ordered that the two actions described above are consolidated into a single action under court file no. 15-543370.

On August 18, 2016, 6Points served an Amended Statement of Claim in the consolidated action, against the defendants in the actions above. The Amended Statement of Claim reasserts the same claims advanced by 6Points in the two actions described above. On August 30, 2016, the defendants served the Statement of Defence of all defendants and CJR's Counterclaim. The Statement of Defence denies all liability and requests that the action be dismissed.

On August 30, 2016, the defendants served the Statement of Defence of all defendants and CJR's Counterclaim. The Statement of Defence denies all liability and requests that the action be dismissed. CJR's Counterclaim names 6Points, Michael Meekins and Michael Levine as defendants ("Franchisee Parties"). The Counterclaim asserts claims against 6Points for breach of its development, franchise, and letter of credit agreements, and for anticipatorily repudiating the development and franchise agreements, as well as for breach of its obligation of fair dealing. The Counterclaim asserts claims against Michael Meekins and Michael Levine for breach of a contract to provide a letter of credit, and asserts that they are liable for payment of all amounts owing by 6Points pursuant to a personal guarantee. The Counterclaim claims damages in an amount to be proven at trial.

On November 16, 2016, 6Points, Michael Meekins and Michael Levine served a Reply and Defence to Counterclaim. The Defence to Counterclaim denies all liability of 6Points, Michael Meekins and Michael Levine and requests that the Counterclaim be dismissed. On December 5, 2016, CJR served a Reply to Defence to Counterclaim. On December 19, 2018, the Court ordered, 6Points to deliver documents to CJR in preparation for further discoveries. On or about October 12, 2022, the parties reached an agreement to settle the litigation with the following terms: (a) defendants agreed to pay Franchisee Parties $5,500,000 US dollars, (b) the parties agreed to mutual releases of any and all claims, including claims arising from this litigation, all without any admission of liability on any party. The Court granted the parties' stipulated motion to dismiss the case on October 14, 2022.

(2) Ashlie Harris v. CJ Star, LLC, Carl's Jr. Restaurants LLC, and DOES 1-10, (United States District Court, Eastern District of Washington, Spokane Division, Case No 2:18-cv-00247, filed August 3, 2018).

On August 3, 2018, Ashlie Harris, a former employee of a Carl's Jr. franchisee, filed a lawsuit in the federal district court for the Eastern District of Washington. The plaintiff alleged that certain provisions in the applicable franchise agreement between us and our franchisees violate federal and state anti-trust statutes as they allegedly restrict the ability of our franchisees or company-owned stores from soliciting or hiring the employees of other of our franchisees or company-owned stores. The complaint sought to certify a class of franchisee employees in the state of Washington and recover treble damages stemming from alleged underpayment of wages for current and former employees located in the state of Washington from July 12, 2014 to present. We denied that the provisions violate any law and filed a Motion to Dismiss the case. On or about April 1, 2019, the parties reached an agreement to settle the litigation with the following terms: (a) Defendants will pay Harris $5,000 and attorneys' fees in the aggregate amount of $20,000, (b) CJR has obtained amendments of the existing franchise agreements with Washington franchisees to remove non-solicitation/no-hire provisions, to the extent such provisions existed in the first place, and (c) CJR agreed not to enforce the disputed provision in existing agreements with Washington franchisees. The Court granted the parties' stipulated motion to dismiss the case on April 23, 2019.

(3) Larry Rice v. By The Rio, LLC, Carl's Jr. Restaurants LLC, and DOES 1-10, (United States District Court, District of Colorado, Case No 1:19-cv-00129-STV, filed January 15, 2019).

On January 15, 2019, Larry Rice, a former employee of a Carl's Jr. franchisee, filed a lawsuit in the federal district court for the District of Colorado. The plaintiff alleged that certain provisions in the applicable franchise agreement between us and our franchisees violate federal and state anti-trust statutes as they allegedly restrict the ability of our franchisees or company-owned stores from soliciting or hiring the employees of other of our franchisees or company-owned stores. The complaint sought to certify a class of franchisee employees in the state of Colorado and recover treble damages stemming from alleged underpayment of wages for current and former employees located in the state of Colorado from July 12, 2014 to present. On or about April 1, 2019, the parties reached an agreement to settle the litigation with

the following terms: (a) Defendants will pay Rice $2,500 and attorneys' fees in the aggregate amount of $7,500, (b) CJR will amend its franchise agreements with the Colorado franchisee named in the lawsuit to remove non-solicitation/no-hire provisions, and (c) CJR agreed not to enforce the disputed provision in existing agreements with Colorado franchisees. The Court granted the parties' stipulated motion to dismiss the case on April 23, 2019.

Disclosures Regarding Item 2 Individuals

The following pending action names one of our Item 2 individuals personally but relates to this individual's prior employment with a different franchisor and brand. This action does not have any impact on us or our brand nor does it allege any unlawful conduct by us.

(4) EYM Pizza of Georgia, LLC et al. v. Pizza Hut, LLC (United States District Court for the Northern District of Texas as Civil Action No. 3:24-cv-16770).

On July 1, 2024, plaintiffs EYM Pizza of Georgia, LLC, EYM Pizza of Illinois, LLC, EYM Pizza of SC, LLC, and EYM Pizza of Wisconsin, LLC (collectively, "EYM"), former franchisees of Pizza Hut LLC ("PHLLC") filed a second Petition and Emergency Application for Temporary and Permanent Injunctive Relief. In addition to filing suit against PHLLC, EYM also individually named PHLLC's Chief Legal Officer and PHLLC's former Director of Franchise Finance & Non-Traditional Development, Diane Simrall (Ms. Simrall currently serves as our Vice President, Finance). The claims alleged are tortious interference and conspiracy. EYM alleges that PHLLC personnel improperly spoke to potential buyers and disclosed confidential information. EYM also alleges that PHLLC personnel contacted EYM's lender causing business interruption and disclosure of trade secrets. PHLLC promptly removed the case to the United States District Court for the Northern District of Texas, Civil Action No. 3:24-cv-1677. On July 16, 2024, EYM filed a Motion for Temporary Restraining Order, which the Court denied on July 22, 2024. EYM filed for bankruptcy protection on July 22, 2024, in Case No. 24i41669-11 pending in the bankruptcy court in the Eastern District of Texas. The case is currently stayed through March 31, 2025, based on EYM's bankruptcy, at which time the parties will file a joint status report.

Disclosures Regarding Affiliated Programs – Pending Matters

(5) Paradigm Investment Group, LLC v. Hardee's Restaurants, LLC (United States District Court, Middle District of Tennessee Case No.: 3:25-cv-00419, filed April 15, 2025).

On April 14, 2025, Paradigm Investment Group, LLC ("Paradigm") filed an Application for Temporary Restraining Order to prevent HR from terminating its franchise agreements. On April 17, 2025, HR and Paradigm filed a Joint Notice Regarding Plaintiff's Temporary Restraining Order Application notifying the court that there is no immediate need for a Temporary Restraining Order hearing. On April 17, 2025, the Court issued an Order stating that it will take no action on the pending Temporary Restraining Order Application until it receives an update from the parties.

On April 15, 2025, Paradigm also filed a Complaint against HR seeking declaratory relief and alleging breach of contract / anticipatory repudiation and injunctive relief relating to a Notice of Default and Termination HR issued to Paradigm as a result of Paradigm's breaches of its franchise agreements. HR maintains that Paradigm is in breach of its franchise agreements and it has the right to enforce the termination of Paradigm's franchise agreements. This matter remains pending.

(6) Hardee's Restaurants LLC v. Arbor Capital Partners, LLC, et al., Case No.: 2024 12342 CICI (Circuit Court of the Seventh Judicial Circuit for Volusia County, Florida Circuit Civil Division, filed July 12, 2024).

On July 12, 2024, HR commenced an action against Arbor Capital Partners LLC, Aihab Gerges, Edward Gerges and Gerges Gerges (collectively, "Arbor Capital"). On December 16, 2024, HR filed a First Amended Complaint seeking to recover damages from Arbor Capital for breach of a sublease, conversion and breach of personal guarantees. On December 17, 2024, Arbor Capital filed its Answer, Affirmative Defenses and Counterclaim. In its Counterclaim, Arbor Capital alleges fraudulent concealment, breach of franchise agreement and demand for accounting, conversion and demand for accounting, negligence and breach of implied covenant of good faith and fair dealing.

On April 29, 2025, HR filed a Motion to Dismiss Arbor Capital's Counterclaim. A hearing on HR's Motion to Dismiss is scheduled for July 1, 2025. HR maintains that Arbor Capital is in breach of its obligations under the Sublease and denies all liability or wrongdoing with respect to Arbor Capital's Counterclaim. This matter remains pending.

Disclosures Regarding Affiliated Programs – Concluded Matters

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

(~~4~~7) The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019).

On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

(~~5~~8) The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. 19STCV09597, filed on March 19, 2019.)

On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

(~~6~~9) New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019).

In this matter, the N.Y. Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under the consent order, DBI agreed to pay $650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

* * *

Other than these ~~six~~nine (9) actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Development Fee

If you enter into a Development Agreement for the development of three (3) or more Franchised Restaurants to be located at Travel Center Locations or Gas and Convenience Locations, you must pay CJR a Development Fee of $10,000 for each Franchised Restaurant you agree to develop at the time you sign the Development Agreement (this includes the CJR 2024 Travel Center Development Incentive Program). The Development Fee is not refundable. If you execute a Franchise Agreement for a new Franchised Restaurant pursuant to the Development Agreement, the $10,000 Development Fee associated with this new Franchised Restaurant will be credited against the Initial Franchise Fee for such Franchised Restaurant. If you enter into a Development Agreement, you will execute the form of Franchise Agreement in use at the time you begin to develop the Franchised Restaurant and the respective CJR 2024 Travel Center Development Incentive Program Addendum or 2024 DIP Addendum, if applicable.

Initial Franchise Fee

The Initial Franchise Fee is $25,000, although the balance of the Initial Franchise Fee due to CJR is reduced to $15,000 for a Franchised Restaurant developed pursuant to the terms of a Development Agreement, including any Conversion Restaurant. You must pay CJR the Initial Franchise Fee, less any Development Fee already paid, when you execute the Franchise Agreement. The Initial Franchise Fee is fully earned by CJR when paid, and it is not refundable. Under the Development Agreement, we will waive the $15,000 Initial Franchise Fee for any Franchised Restaurant that opens 6 months prior to the contractual opening date for the Franchised Restaurant as set forth in the Development Agreement.

Training Fees

Additional FMTP Training

~~CJR~~CJR's Global Learning and Development Team currently provides the FMTP training to you, your Operating Principal (if not previously trained), your General Manager and 6 other employees who you have hired as Shift Leaders at no additional cost to you, provided the training takes place within 2 years of your signing the Franchise Agreement. We reserve, however, the right to modify or waive the training required based on an individual's or your experience. If ~~CJR~~CJR's Global Learning and Development Team has provided FMTP training to those individuals and you desire that additional employees attend the FMTP, they may do so, subject to space availability and your payment of a nonrefundable Training Fee. The Training Fee for each additional employee is $500 per person per week. You will be required to pay all travel, living and other expenses incurred by your employees while attending training. You will be billed for the applicable number of weeks attended if the person being trained fails to complete the required training.

All-Star Team Opening Training Support

You will receive opening assistance support from our All-Star Team (the "Opening Training Support Team") in connection with the opening of your first Franchised Restaurant (or your first two Franchised Restaurants if you are multi-restaurant developer). You ~~will be responsible to~~must reimburse us for the salaries, administrative fees, meals, travel and lodging expenses of the Opening Training Support Team members while they are trainers at your Franchised Restaurant, which amounts you will be required to pay to us within the month following completion of the opening of the Franchised Restaurant (collectively such amounts, the "Opening Training Support Fee"). We estimate that the Opening Training Support Fees will range between $30,000 to $70,000. We will determine, in our sole discretion, the level of opening training support required for your Franchised Restaurant. We reserve the right, in our sole discretion, to modify the level of assistance provided by the Opening Training Support Team.

10-Day Operations Overview

We may require those individuals who will have a 10% or greater interest in the franchisee entity to attend and successfully complete the 10-Day Operations Overview. You may be required to pay a nonrefundable fee of up to $500 per person for this training program. You must pay all travel, living and other expenses incurred by your personnel while attending the 10-Day Operations Overview.

* * *

The preceding fees are uniform. CJR, in its sole discretion, may offer incentives to a specific franchisee under certain circumstances, which may include circumstances where a franchisee agrees to develop a significant number of Franchised Restaurants, a franchisee agrees to significantly accelerate his historical development patterns, a franchisee agrees to develop Franchised Restaurants in a new territory, or a franchisee proposes to develop unique sites. In those circumstances, among others as determined by us, CJR may, among other things, waive some or all of the initial fees, decrease the royalty fee for a period of time (as noted in Item 6), and/or extend the time for a franchisee to comply with its remodel obligations for some or all of its existing Franchised Restaurants.

ITEM 6

OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
Royalty	4%-5% of Gross Sales **(2)**	Within 10 calendar days after the end of each fiscal week	Gross Sales includes all revenue from the sale of all services and products (except CJR-approved promotional items) and all other income of every kind and nature (excluding revenue from the sale of stored value gift cards or gift certificates but including revenue when gift certificates are redeemed or stored value gift cards are debited) related to the Franchised Restaurant, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Sales do not include sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority.
Taxes	You must reimburse us for any taxes, fees or assessments imposed on us for acting as franchisor or licensing the Proprietary Marks.	Within 10 days of invoice, except if the invoice is associated with taxes tied to rent then due upon receipt of invoice	
Advertising	An advertising and promotion obligation ("APO") in an amount set forth in your Franchise Agreement. The APO will be up to 7% of Gross Sales. Currently, the APO is 6% of Gross Sales **(3)**	Same as royalty	Advertising fees will be divided between a Production Fund and a Media Fund as described in Item 11.
Interest	Interest on the amount owed from the date due until paid	When any payment is overdue	The interest rate is the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurant is located, not to exceed 1.5% per fiscal period (or a portion of a fiscal period).
Secret Shopper, and other Quality Assurance (QA) Programs	All costs associated with the 800 number, Secret Shopper programs or other QA programs as CJR may require	As incurred	You must participate in programs initiated to verify customer satisfaction and/or your compliance with all operational and other aspects of the System. (Currently, there is no charge for an initial QA audit; the cost of a second audit due to a deficiency is currently $211.00 per Restaurant which may be increased every year, although we do not anticipate the annual increase to exceed 30%.)
Non-Cash Payment Systems	All costs associated with non-cash payment systems	As incurred	You must accept debit cards, credit cards, stored value gift cards or other non-cash payment systems specified by CJR to enable customers to purchase authorized products.

Type of Fee (1)	Amount	Due Date	Remarks
Additional Training Materials	Varies	As incurred	We have developed materials, such as audio visual aids, that you may purchase, at your option, for use in your Franchised Restaurant.
Star University Access Fee	Currently, $14 per Fiscal Period (currently a 4-week accounting period)	Within 21 days of receipt of invoice	This fee will provide you access to Star University, a required training tool for your Franchised Restaurant; Star University ~~an E~~ Learning ~~m~~Management ~~s~~System (LMS) for the administration, tracking and reporting of learning programs. You will be required to sign the Star University License Agreement (the current form is attached as Appendix I in Exhibit D). The fee is paid to us but we pass this entire fee to a third-party vendor to help facilitate the training environment. We reserve the right to increase the fee in the future, although we do not anticipate any annual increase to exceed 30%.
Food and Safety Training Program	Varies	Prior to start of training	You and certain of your employees will be required from time to time to complete an online training program on food and safety topics. You also will be required to pay all expenses incurred by you and your employees while participating in this training. This training includes, but is not limited to, training provided by us or by third parties for certification of food safety requirements.
Financial Audit and Inspection Costs	Deficiency in royalty fees and advertising contributions, plus interest	Within 10 days after receipt of the audit or inspection report	The interest rate is the same as the interest rate for late payments. If an inspection or audit is made necessary by your failure to furnish reports or supporting records, or to furnish such reports, records or information on a timely basis, or if there is an understatement of Gross Sales of greater than 2%, you also must pay the reasonable costs of the audit or inspection.
Transfer	$2,500 per restaurant transferred	Prior to consummation of transfer	There is no fee if you transfer to a corporation or limited liability company which you control. Unless otherwise expressly permitted by the applicable agreement, transfers are subject to CJR's prior written consent.
Indemnification	The losses and expenses incurred by CJR and our affiliates	As incurred	You must indemnify and hold CJR and its parents and affiliates harmless in all actions arising out of or resulting from your activities under the applicable agreement and your development and operation of the Franchised Restaurant, excluding our gross negligence or willful misconduct.
New Product and Supplier Testing	Reasonable cost of inspection and actual cost of testing; $1,500 fee for inspection must be paid as a deposit.	As incurred	If you propose to purchase any goods or materials (that you are not required to purchase from CJR, an affiliate of CJR or a designated supplier) from a supplier that we have not previously approved, you must submit to us a written request for such approval, or you must request that the supplier do so. We have the right to require, as a condition of our approval of the supplier, that our representatives be permitted to inspect the supplier's facilities, and that such

Type of Fee (1)	Amount	Due Date	Remarks
			information, specifications and samples as we reasonably designate be delivered to us and/or to an independent, certified laboratory designated by us for testing prior to granting approval. You must pay a charge not to exceed the reasonable cost of the inspection and the actual cost of the test.
Supply Chain Fee	We reserve the right to, directly or though our vendor and distribution partners, assess a per case fee on certain products or services franchisees purchase from approved suppliers	As incurred	We and/or our affiliates collect this fee from certain approved suppliers from which you may purchase products and services to offset expenses related to managing the supply chain. This fee is subject to change from time to time.
Software Support Fee (PAR Brink and CrunchTime)	Currently, $118 per Franchised Restaurant per fiscal period (4 week accounting period) (for L/1 and L/2 Help Desk Support for PAR Brink & CrunchTime); in addition, $825 per Franchised Restaurant bi-annually (every 26 week accounting period) for back office support fee payable to CrunchTime. Additionally, there is an optional BizIQ cost, per user: Power User $~~3,500~~3,800, Analyst $1,800, and Consumer $600. If you use Brink, you must also pay the Brink Hosting Fee of $6.50 per fiscal period (4 week accounting period) plus the CrunchTime hosting fee of $1.50 per fiscal period. If you don't use Brink, but use CrunchTime for back office, the	As incurred	$118 of this amount is paid to our affiliate, CKR, and the amount or related fees are subject to change, although we do not anticipate any annual increase to exceed 30% unless new technology components are added. Applicable only if you choose to use the PAR Brink/CrunchTime service (described in Item 11). You are not required to use this software. If you use PAR Brink you are also required to use CrunchTime for back office support and pay to Crunchtime $825 per Franchised Restaurant bi-annually (every 26 week accounting period) for back office support fee. PAR Brink and CrunchTime require the payment of additional license fees as explained in Item 11. The breakdown of this support fee is: RTSC Help Desk – Cognizant - $~~88~~55 RTSC Help Desk – Network/Telco $25 RTSC Help Desk – Kaseya/Ninja - $14 ~~Binary Defense~~Black Hills InfoSec (BHIS) - $13 RTSC Help Desk – Service Now - $8 Sentinel 1 - $3 The BizIQ cost is billed annually by BizIQ and paid directly to BizIQ. The CrunchTime and Brink Hosting Fees are billed by us and paid to our affiliate, CKR, to reimburse CKR for these hosting fees billed to CKR by CrunchTime and Brink.

Type of Fee (1)	Amount	Due Date	Remarks
	CrunchTime Hosting Fee of $1.50 only will be charged per fiscal period.		
PAR Brink and CrunchTime Training Fee	Currently, one-time fee of $1,250 per franchisee.	At the time the Software Support Agreement is signed	This amount is currently paid to our affiliate, CKR, and is subject to change, although we do not anticipate any annual increase to exceed 30% unless new technology components are added. Applicable only if you choose to use the PAR Brink/CrunchTime service (described in Item 11). You are not required to use the PAR Brink/Crunch Time software. If you use PAR Brink you are also required to use CrunchTime for back office support. PAR Brink and CrunchTime require the payment of additional license fees as explained in Item 11.
Digital Tech Fee	Currently, $160 per fiscal period (4 week accounting period)	Billed ~~on the 1st of the month~~each fiscal period and due upon invoicing	You must participate in our online ordering/ delivery and loyalty programs we may from time to time establish and use the related software and technology that we may from time to time specify. Currently, the Digital Tech Fee will provide you with access to the following software and technology: OLO, Data Menu Management, Data Management (customer data processing) and Future (enterprise data management and content management system). You must execute the OLO Authorized Operator Agreement (the current form is attached as Exhibit G-2) and we may require you to execute other related software agreements in the future. The Digital Tech Fee may also be used to offset and/or recoup costs and expenses we have incurred related to building and managing the digital initiatives and platforms. We may change or modify the required software/technology from time to time. We may increase this fee upon prior notice to you, although we do not anticipate any annual increase to exceed 30% unless new technology components are added.
Software and other Technology/POS Updates	Actual cost of updates	As incurred	The Franchise Agreement gives us the right to require you, at your expense, to use any software or other technology that we may designate or develop in the future.
Costs and Attorneys' Fees	CJR's costs and expenses	As incurred	If we prevail in litigation regarding enforcement of the terms of any agreement with you, you must pay our attorneys' fees and costs.
Carl's Jr. Renewal Fee	$5,000 for a renewal term of 5 years ~~or less or~~; $10,000 for a renewal term ~~greater than 5 years, but no more than~~of 10 years	At the time the new franchise agreement is signed	We reserve the right to prorate the Renewal Fee to align with a renewal term with a corresponding lease expiration date.

Type of Fee (1)	Amount	Due Date	Remarks
Liquidated Damages	As calculated (see Remarks)	As incurred	If the Franchise Agreement is terminated following your default, since it would be difficult, if not impossible, to determine the amount of damages that we will suffer as a result of your breach, unless waived by us in our sole discretion, you must immediately pay us, as damages and not as a penalty, the amount of the royalty fee that you would have paid during the period ("Damages Period") from the effective date of termination to the earlier of: **(a)** the 3-year anniversary of the effective date of termination; or **(b)** the date on which the initial term of the Franchise Agreement was scheduled to expire. The amount of such royalty fee during the Damages Period will be calculated by multiplying the average weekly royalty fee that you owed for the 52-week period prior to the effective date of termination by the number of weeks in the Damages Period.
Collection Costs and Expenses	CJR's costs and expenses	On demand, if required	These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales of the Franchised Restaurant, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.
Relocation	CJR's reasonable expenses	On demand, if required	You may not relocate the Franchised Restaurant without CJR's prior written consent, which may be withheld by CJR in its sole discretion. If we approve a relocation of your Franchised Restaurant, we have the right to charge you for all reasonable expenses actually incurred in connection with consideration of the request.
Reimbursement of Insurance Costs	Cost of obtaining coverage	Immediately upon receipt of invoice	If you fail to procure or maintain the required insurance, we may procure the insurance and charge its cost along with our out-of-pocket expenses to you. We collect the cost of the insurance coverage for the insurance company with which we place the coverage.
Web Site Fee	Actual cost of developing, reviewing, securing, protecting and/or hosting the web site	As incurred	CJR has the right to charge you a fee for developing, reviewing and approving your web site and/or securing, protecting and hosting the web site.
Lease Admin Fee	Currently, $2,500 per year	As incurred	We or our affiliate reserve the right to charge you a Lease Admin Fee in connection with any lease or sublease renewal or extension (including the exercise of any lease option terms) or any amendment or modification to any lease or sublease between us (or our affiliates) and you (or your affiliates). A template version of the Sublease is attached as Exhibit O.

Type of Fee (1)	Amount	Due Date	Remarks
Reimbursement of Fees under Lease or Sublease	Actual amount incurred	As incurred	You must reimburse us for any actual out-of-pocket costs, expenses and fees we or our affiliates incur (including any attorney or accountant fees) in connection with any lease or sublease between us (or our affiliates) and you (or your affiliates). Without limiting the foregoing, this includes all costs and expenses we incur to repair and maintain the premises, to remove property from the premises, as a result of your failure to surrender the premises as required by the terms of the lease or sublease, or as a result of your default of the lease or sublease. A template version of the Sublease is attached as Exhibit O.

NOTES

(1) Unless otherwise noted, all fees are imposed by and payable to us, are non-refundable and are uniformly imposed on our franchisees who receive this disclosure document.

~~**(2)** If the Franchise Agreement is terminated following your default, since it would be difficult, if not impossible, to determine the amount of damages that we will suffer as a result of your breach, unless waived by us in our sole discretion, you must immediately pay us, as damages and not as a penalty, the royalty fee that you would have paid during the period ("Damages Period") from the effective date of termination to the earlier of: **(a)** the 3-year anniversary of the effective date of termination; or **(b)** the date on which the initial term of the Franchise Agreement was scheduled to expire. The amount of such royalty fee during the Damages Period will be calculated by multiplying the average weekly royalty fee that you owed for the 52-week period prior to the effective date of termination by the number of weeks in the Damages Period.~~

(2) If your Franchised Restaurant does not qualify for the CJR ~~2024~~2025 Travel Center Development Incentive Program because: (1) the Franchised Restaurant opens on an address only basis pursuant to a Franchise Agreement that is not part of a Development Agreement, or (2) the Franchised Restaurant location does not meet the requirements of the Travel Center Program – meaning, the location is not within ½ mile of an interstate or limited access highway and/or does not have the signage required to be eligible for the Travel Center Program (combination of high rise pylon sign, billboard or other highway sign) then we and you will sign the ~~2024~~2025 DIP Addendum attached to this Disclosure Document as Exhibit L. Under the terms of the ~~2024~~2025 DIP Addendum, we will reduce the royalty fee and APO by (i) 3% of Gross Sales accruing during the Restaurant's first year of operation; (ii) 2% of Gross Sales accruing during the second year of operation; and (iii) 1% of Gross Sales accruing during the third year of operation. After the third year of operation the royalty fee reverts back to 4% of Gross Sales and the APO fee reverts back to 5.5% of Gross Sales. If you or any of your affiliates receive, during the initial term of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between you or any of your affiliates and CJR or any affiliate of CJR and fails to cure the default within the applicable cure period, the ~~2024~~2025 DIP Addendum will be terminated and the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

If your Franchised Restaurant qualifies for the CJR ~~2024~~2025 Travel Center Development Incentive and you sign a Development Agreement for more than three and up to nine Franchised

Restaurants, then we and you will sign the ~~2024~~2025 Travel Center DIP Addendum attached to this Disclosure Document as Exhibit L. Under the terms of the ~~2024~~2025 Travel Center DIP Addendum and with respect to Gross Sales accruing during the applicable Franchised Restaurant's initial term of operation under the Franchise Agreement, we will reduce the royalty fee by (i) 3% of Gross Sales accruing during the Restaurant's first year of operation; (ii) 2% of Gross Sales accruing during the second year of operation; and (iii) 1% of Gross Sales accruing during the third year of operation. After the third year of operation the royalty fee reverts to 5% of Gross Sales. Additionally, the APO fee will be reduced to 3% of Gross Sales for the full 20 year term of the Franchise Agreement. If you or any of your affiliates receive, during the initial term of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between you or any of your affiliates and CJR or any affiliate of HR and fails to cure the default within the applicable cure period, the CJR ~~2024~~2025 Travel Center DIP Addendum will be terminated and the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

If your Franchised Restaurant qualifies for the CJR ~~2024~~2025 Travel Center Development Incentive Program and you sign a Development Agreement for ten or more Franchised Restaurants, then we and you will sign the ~~2024~~2025 Travel Center DIP Addendum attached to this Disclosure Document as Exhibit L. Under the terms of the ~~2024~~2025 Travel Center DIP Addendum and respect to Gross Sales accruing during the applicable Franchised Restaurant's initial term of operation under the Franchise Agreement, we will reduce the royalty fee by (i) 3% of Gross Sales accruing during the Restaurant's first year of operation; (ii) 2% of Gross Sales accruing during the second year of operation; and (iii) 1% of Gross Sales accruing during the third year of operation. After the third year of operation the royalty fee reverts to 5% of Gross Sales. Additionally, the APO fee will be reduced to 2% of Gross Sales for the full 20 year term of the Franchise Agreement. If you or any of your affiliates receive, during the initial term of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between you or any of your affiliates and CJR or any affiliate of CJR and fails to cure the default within the applicable cure period, the CJR 2024 Travel Center DIP Addendum will be terminated and the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

The same incentives will apply for a Conversation Restaurant, as applicable, developed under a Development Agreement; in addition we will pay you a $50,000 cash incentive if you open a Conversion Restaurant in accordance with all applicable CJR requirements within 12 months of signing the Franchise Agreement for that Conversion Restaurant.

(3) We have the right, following written notice to you, to reallocate your advertising contributions and to increase your advertising contributions, but not by more than ½% of Gross Sales in any 12-month period, up to 7.0% of Gross Sales. In addition, we may, in our sole discretion, temporarily or permanently adjust the advertising contribution for certain locations or markets due to unique or unusual circumstances.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT TO DEVELOP A CARL'S JR. RESTAURANT AT A TRAVEL CENTER LOCATION OR GAS AND CONVENIENCE LOCATION (1)

Type of Expenditure	Low Amount	High Amount	Method of Payment (2)	When Due	To Whom Payment Is To Be Made
Fees to CJR:					
Initial Franchise Fee **(3)**	$25,000	$25,000	Lump sum or installments	See Item 5	CJR
Opening Training Support Team Fee **(3)**	$32,000	$72,000	As incurred	See Item 5	Vendors, CJR
Total Fees to CJR	**$57,000**	**$97,000**			
Build-Out Costs:					
Point of Sale System **(4)**	$55,000	$72,000			Vendors, CJR and third parties
Soft Costs **(5)**	$5,000	$25,000	As arranged	As incurred	Vendors and third parties
Equipment **(4)**	$350,000	$540,000	As arranged	As incurred	Vendors, CJR
Signage **(6)**	$15,000	$55,000	As arranged	As incurred	Vendors and third parties
Total Build-Out Costs	**$425,000**	**$692,000**			
Preliminary Operating Expenses:					
Initial Training **(7)**	$20,000	$60,000	As arranged	As incurred	Third parties
Pre-Opening Costs **(8)**	$26,000	$44,000	As arranged	As incurred	Vendors, CJR
Additional Funds - 3 months **(9)**	$160,000	$250,000	As arranged	As incurred	Vendors, CJR
Total Preliminary Operating Expenses	**$206,000**	**$354,000**			
TOTAL ESTIMATED INITIAL INVESTMENT (10)	**$688,000**	**$1,143,000**			

NOTES

(1) This table reflects a low-high range of costs for each of the major cost categories of the initial investment for a Franchised Restaurant developed at a Travel Center Location and Gas and Convenience Location, including a Conversion Restaurant. Typically, the building, site work and improvements for the Franchised Restaurant at a Travel Center Location or Gas and Convenience Location are paid by the Travel Center Host or owner of the Gas and Convenience Location. The estimates included in the table above assume that the building, site work and improvements for the Franchised Restaurant at a Travel Center Location or Gas and Convenience Location are paid by the Travel Center Host or owner of the Gas and Convenience Location or the Travel Center Location or Gas and Convenience Location is already built and includes an HVAC Unit,

electrical switchgear, water heater, grease trap, drive thru window and sign foundations and poles.

The costs and expenditures listed are for a new Franchised Restaurant located inside a Travel Center Location or Gas and Convenience Location that has a Restaurant that is approximately 800 to 2,200 square feet, with 0 to 35 seats, and a limited menu kitchen. The ranges listed are our best information to date but may vary depending on changes in market conditions, including availability of building materials, and the geographic area in which the Franchised Restaurant will be located.

(2) Costs paid to CJR are not refundable. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Franchised Restaurant is located.

(3) For your first 2 Franchised Restaurants, you are required to have an All-Star Team, a certified training team, participate in the pre-opening and post-opening of the Franchised Restaurants. You will be responsible to pay us the Opening Training Support Fee, which will reimburse us for the All-Star Team's trainers' salaries, administrative fees, travel, lodging and meal expenses for the time they teach and train at your Franchised Restaurants, which is usually four days before opening and a minimum of seven days after opening, for a total of up to two weeks. We will waive the $15,000 Initial Franchise Fee for any Franchised Restaurant that opens 6 months prior to the contractual opening date for the Franchised Restaurant as set forth in the Development Agreement

(4) You must purchase certain items of furniture, fixtures and equipment, the point of sale system, and smallwares. You may be able to lease from or finance through a third party a portion of these purchases, but you should expect to make a down-payment of up to 25%. The low end of these figures assumes that certain items such as furniture and seating, trash cans, décor, lighting, condiment and beverage stations, flooring, ceiling and wall finishes and restroom fixtures are common use items already existing in the Travel Center Location or Gas and Convenience Location. The high end of these figures also includes the cost of a catalytic converter for the charbroiler. If required, the cost of the catalytic converter is approximately $1,558.

(5) You should check with the relevant regulatory agencies to identify costs for required building permits, impact fees, taxes, bonds, licenses and other fees, which can vary dramatically depending on the location. There may also be off-site costs, such as intersection improvements or street widening that, when required, can have a major impact on cost.

(6) The type of signage installed is governed by local ordinances regarding height and size restrictions. The estimates included in the table above reflect the cost of faces signs only and assumes that all sign foundations and poles are already installed.

The low estimates assumes that the Franchised Location is located at a Travel Center Location or Gas and Convenience Location that does not meet the requirements of our Travel Center Program and includes exterior building signs and a 25-foot pole. A typical unit with a drive-thru has 2-4 illuminated directional signs.

The high estimate assumes your Franchised Restaurant is located at a Travel Center Location or Gas and Convenience Location that meets the requirements for our Travel Center Program – meaning, the location is within a ½ mile of an interstate or limited access highway and includes a

combination of high rise pylon sign, streel level onsite pylon sign, monument sign, billboard or other highway sign.

(7) You must pay the costs of travel, living and other expenses for you and your employees during training. The cost of these expenses will depend on the distance you must travel, type of accommodations, the number of your employees attending training and their wages.

(8) These costs include uniforms, office supplies and other prepaid expenses. This range also includes, for a Carl's Jr. Restaurant, $18,000 to $21,000 for the initial inventory of food and paper products. These costs do not include utility deposits, installation of telephones, business licenses or cleaning supplies, which are not substantial.

(9) These figures are an estimate of your operating expenses for the initial 3 months of business. They include payroll, taxes, insurance, food, paper, supplies, utilities, licenses and permits, bank charges and repair and maintenance expenses. They do not include advertising contributions or royalty fees paid to CJR. These figures are estimates, and CJR cannot guarantee that you will not incur additional expenses in connection with starting the business. Your costs will depend on factors including: the size of your Franchised Restaurant; how closely you follow CJR's methods and procedures; your management skill, experience and business acumen; financing costs; local economic conditions; the local market for restaurants; the prevailing wage rate; competition; and the sales level reached during the initial period.

(10) You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer any direct financing for any part of the initial investment.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Where we have issued standards and specifications, you must use only ingredients, food products, spices, seasonings, mixes, beverages, materials, supplies used in the preparation of food products, furniture, fixtures, equipment, smallwares, forms, paper and plastic products and packaging, cleaning supplies, and other materials that meet our standards and specifications as contained in the Operation Procedures Manual ("OPM"). A list of approved suppliers is available upon written request addressed to our Quality Assurance Department. Most food items and other goods that you are required to purchase will be purchased from a master distributor. The master distributor will carry items such as meats, cheese, grocery, bread products, paper and cleaning supplies. As of the date of this disclosure document, our master distributor is Distribution Market Advantage ("DMA"). We reserve the right to change the master distributors. Other master distributors may be approved from time to time.

Certain of CJR's products, including our "special sauce," are confidential secret recipes and are considered trade secrets. For those CJR products, in order to control and maintain the quality and consistency of these products, you must use only our secret recipe products and purchase them from us, our affiliate or a source designated by us. For the fiscal year ended January ~~30~~27, ~~2023~~2025, neither our affiliates nor us received any revenue from the sale of these products to our franchisees.

We may approve one or more suppliers or distributors for any products, equipment (including computer/cash register system as noted below), goods or materials, and we may approve a supplier or distributor only as to certain goods or materials. We may concentrate purchases with one or more suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Carl's Jr. Restaurants or any other group of restaurants operated or franchised by CJR or our affiliates. Although you are not required to lease a location from us or an affiliate, we must consent to your selection of the

site for your Carl's Jr. Restaurant. If you lease the Restaurant premises from a third party landlord, you must sign the Franchise Lease Addendum attached as Appendix G to the Franchise Agreement.

Approval of a supplier or a distributor may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, sanitation standards, facility standards, insurance and other quality assurance requirements or other criteria, and concentration of purchases, as set forth above, and such approval may be temporary pending a further evaluation of the supplier by us. A fee not to exceed our actual costs of reviewing the supplier or distributor and auditing the facility, if needed, may be charged by us and must be paid by you. We may establish commissaries and distribution facilities owned and operated by us or an affiliate that we will designate as an approved supplier.

One or more of our officers may own nominal interests in certain of our approved suppliers which are publicly traded companies or through investment funds.

We and our affiliates may receive fees, payments, commissions, field-of-use license royalties~~,~~ or other consideration from approved suppliers based on sales to franchisees, ~~and we~~ from promotional allowances and volume discounts. We and our affiliates may use all amounts received from approved suppliers, distributors or third parties, whether or not based on your and/or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate. Finally, we and our affiliates provide supply chain, quality assurance, distribution and logistics services for the franchise system. These services include negotiating with suppliers and distributors who will sell and distribute goods to our franchisees, designating one or more distributors to service our franchisees, and managing distribution logistics. As a result, we and our affiliates reserve the right to recover our costs related to performing these services by collecting a per-case distribution fee for all cases sold by an approved supplier to our franchisees and from other logistics-related programs.

We may charge non-approved suppliers reasonable testing and/or inspection fees.

If you propose to purchase any goods or materials (that you are not required to purchase from CJR, an affiliate of CJR or a designated supplier) from a supplier that we have not previously approved, you must submit to us a written request for such approval, or you must request that the supplier do so. We have the right to require, as a condition of approval, that our representatives be permitted to inspect the supplier's facilities and that such information, specifications and samples as we reasonably designate be delivered to us and/or to an independent, certified laboratory designated by us for testing prior to granting approval. You must pay a fee not to exceed the reasonable cost of the inspection and the actual cost of the test. In addition to product testing, a facility audit may be required. We will notify you within 60 days as to whether you are authorized to purchase such products from that supplier. In the event we tentatively approve a request for an alternative supplier, you must submit a check for $1,500 to us as a deposit against the cost we incur in inspecting the supplier's facility. You will be responsible for additional costs and expenses associated with the inspection of the facility, which must occur before final approval. Approval of a supplier also may be subject to the frequency of delivery, reporting capabilities, standards of service (including prompt attention to complaints) or other criteria (including the number of suppliers already approved) and may be temporary pending further evaluation of such supplier. We may periodically require that the testing and/or facility audit be performed again at your expense to ensure continued compliance with our specifications and facility standards. We will advise you in writing if we revoke any approvals.

You must obtain and install data processing equipment, computer hardware, required dedicated telephone and power lines, high speed Internet connections, modems, printers and other computer related accessory or peripheral equipment as we may specify in the OPM or otherwise in writing

("Computer/POS System"), as further explained in Item 11. Current approved vendors for technology components of the Computer/POS System are PAR Tech, Inc., CrunchTime, QSR Automations, Xenial Xpient (4.0 or higher) and Meraki. Currently, you must use either the PAR Brink (and CrunchTime) POS software or the Xenial Xpient (4.0 or higher) POS software in operating your Franchised Restaurant. You must utilize any proprietary software program, system documentation manuals and other proprietary materials provided by us in connection with the operation of the Franchised Restaurant. When we provide proprietary software, we may require that you execute one or more standard form software license or similar agreements and input and maintain in your computer the software programs, data and information as we prescribe. You must purchase from us, at prices and upon terms that we determine, the proprietary software programs, manuals and/or computer-related materials whenever we decide to use new or upgraded programs, manuals and/or materials throughout the Carl's Jr. System. Except as described in Items 6 and 11 with respect to the Digital Tech Fee, Star University Access Fee and Software Support Fee, there are currently no payments to be made to us in connection with these items. You must comply with the Payment Card Industry Data Security Standard ("PCI-DSS") at all times and engage any vendor that we may designate to ensure the security of your data and compliance with PCI-DSS. You must maintain continuous PCI compliance and must attest this to us annually by providing us with a completed and signed PCI Attestation of Compliance.

You must also participate in any online ordering/delivery and loyalty programs that we may establish from time to time with approved vendors and you must comply with the rules and participation criteria applicable to these programs, including our loyalty program. We have currently designated OLO as the sole software platform provider for our online ordering program, Punchh as the sole software platform for our loyalty program, and have partnered with designated service providers for our delivery program. Under our online ordering/delivery programs, we require you to accept and process specific customer delivery orders and we require you to use all approved third-party delivery service providers, currently Uber Eats, Door Dash, and GrubHub if those delivery service providers operate in your restaurant's serviceable area. We must pre-approve all delivery service providers not already designated as approved under our delivery program. In addition, we must pre-approve all sales recording processes that originate from the delivery service providers. We have the right to modify the participation criteria or discontinue these initiates at any time upon written notice to you. See also Item 11.

We negotiate system-wide contracts with a number of suppliers under which Carl's Jr. Restaurants may purchase products at a negotiated price and terms. Franchisees are entitled to purchase products at the price and terms negotiated by us; however, we reserve the right to limit the number of suppliers who deliver the products at those prices and terms. With respect to equipment, smallwares and supplies, to obtain the negotiated price and to be eligible for certain revenue sharing incentives, you must purchase the equipment, smallwares and supplies from our third-party vendor Wasserstrom Holdings, Inc. and its subsidiaries. There currently are no purchasing or distribution cooperatives. We do not provide material benefits to a franchisee based on the franchisee's purchase of particular products or services or the use of particular suppliers.

Approximately 90% of your purchases or leases of fixtures, furnishings, equipment, décor, signs, food items, ingredients, supplies and other products in connection with the establishment of the Franchised Restaurant must be purchased in accordance with our specifications or from approved suppliers. We estimate that these items represent approximately 65% of your controllable purchases, excluding labor and general administrative costs in connection with the ongoing operation of the Franchised Restaurant. We do not provide material benefits (e.g., renewal or additional franchises) to you based on use of designated or approved suppliers.

Occasionally, during major promotions, suppliers will sell items to us at a discount. At our discretion, we will either pass the savings directly to you or contribute any amounts collected in excess of

the discount to an advertising fund (*see* Item 11). Currently, certain of our soft drink suppliers offer rebates to both you and us based on volume purchases.

During our fiscal year ended January ~~29~~27, ~~2024~~2025, we received rebates from several suppliers~~ Door Dash~~: CDM ($~~94,300~~50,000); KDM ($~~26,409~~31,670.74); Dr. Pepper ($~~147,508~~114,623.12); and Coca-Cola ($~~2,177,365~~1,793,188). The funds contributed were used primarily to offset the cost of point of purchase associated with promoting Carl's Jr. products and other production advertising costs. Additionally, during our fiscal year ended January 27, 2025, we and our affiliates' revenue from all sales and leases to Carl's Jr. franchisees was approximately $86.2 million, which represented approximately 12.9% of the total revenue of the Securitization Entities of approximately $671.4 million. In certain instances, we simply pass through the franchisee payments to the designated vendor, supplier or landlord.

The funds contributed were used primarily to offset the cost of point of purchase associated with promoting Carl's Jr. products and other production advertising costs.

You must, at your sole expense, maintain in full force and effect throughout the term of each agreement that insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Restaurant, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by us. (Franchise Agreement, § 17; Development Agreement, § 7.). We may regulate the types, amounts, terms and conditions of insurance coverage required for the Franchised Restaurant, and standards for underwriters of policies providing required insurance coverage. You will receive written notice of these modifications, and you must take prompt action to comply. We, and any entity with an insurable interest designated by us, shall be an additional insured in such liability policies, except for workers' compensation/employer's liability, and loss payee for property to the extent each has an insurable interest. All insurance policies must be written by an insurance company (or companies) satisfactory to us in compliance with the standards, specifications, coverages and limits set forth in the OPM or otherwise provided to you in writing.

These required insurance policies include, at a minimum, the following: (1) Commercial General Liability insurance with policy limits not less than $5,000,000 per occurrence and in the aggregate. Coverage shall apply per location, including coverage for contractual liability, broad form property damage, personal and advertising injury, product liability and completed operations, not to exclude food-borne illness, as well as Damage to Rented Premises coverage with limits not less than $100,000; (2) Automobile Liability coverage, including owned, leased, non-owned and hired vehicles, with a combined single limit not less than $1,000,000 per accident and additional liability coverage as needed for delivery services. This may be included as part of a package policy; (3) Workers' Compensation, statutory as required by law, and Employer's Liability insurance with limits not less than $500,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated. This coverage shall also be in effect for all of Franchisee's employees who participate in any of the training programs described in the Franchise Agreement; The required limits in (1) – (3) above may be satisfied through a combination of Primary and Umbrella/Excess Liability coverage. If satisfied through an Umbrella/Excess Liability coverage, the Umbrella/Excess Liability must be "following form" of the underlying Commerical General Liability, Automobile Liability and Employer's Liability coverages; (4) Commercial Property insurance that extends coverage on a replacement cost basis for the Franchised Restaurant, business personal property (including electronic equipment, tenant improvements & betterments), and business income and extra expense for a minimum of 12 months or actual loss sustained to cover loss of profits, continuing expenses and loss of rents. Covered causes of loss should be "Special Form" or "All Risk" with coinsurance conditions not less than 80%. Flood insurance is also required for locations that reside in FEMA Flood Zones beginning with the letters "A" or "V". Earthquake insurance is also required for locations that reside in FEMA Seismic Design Categories "E" or "D"; (5) Cyber

Liability (network security/data privacy) with policy limits not less than $1,000,000 per occurrence; and (6) In connection with any construction, leasehold improvements, renovation, refurbishment, or remodeling of the Franchised Restaurant, your general contractor shall maintain Commercial General Liability insurance (with products liability and independent contractors coverage), Automobile Liability coverage for owned, leased, hired and non-owned vehicles, and Builder's Risk with limits no less than $1,000,000, with CJR named as an additional insured, as well as Workers' Compensation and Employer's Liability as required by state law.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise and Development 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 Franchise Agreement (FA) and Development Agreement (DA)	Disclosure Document Item
a.	Site selection and acquisition/lease	FA: Section 3 DA: Sections 3-5	Items 7 & 11
b.	Pre-opening purchases/leases	FA: Sections 3-5 DA: Section 3-6	Items 7 & 8
c.	Site development and other pre-opening requirements	FA: Sections 3 - 7 DA: Sections 3 & 5-6	Items 6, 7 & 11
d.	Initial and ongoing training	FA: Section 11 DA: Section 5	Items 5, 6, 7 & 11
e.	Opening	FA: Section 5 DA: Not Applicable	Item 11
f.	Fees	FA: Sections 3, 5, 8 & Appendix A-C DA: Section 4	Items 5 & 6
g.	Compliance with standards and policies/Operating Manual	FA: Sections 6, 7 & 10 DA: Section 6	Items 8 & 11
h.	Trademarks and proprietary information	FA: Section 11 DA: Not Applicable	Items 13 & 14
i.	Restrictions on products/services offered	FA: Section 10 DA: Not Applicable	Item 16
j.	Warranty and customer service requirements	FA: Section DA: Not Applicable	Item 11
k.	Territorial development and sales quotas	FA: Not Applicable DA: Sections 1-3 & Appendix A-B	Item 12
l.	Ongoing product/service purchases	FA: Section 10.B. DA: Not Applicable	Item 8
m.	Maintenance, appearance and remodeling requirements	FA: Sections 2, 7 & 10 DA: Not Applicable	Item 11
n.	Insurance	FA: Section 12 DA: Section 7	Items 6 & 7

Obligation		Section in Franchise Agreement (FA) and Development Agreement (DA)	Disclosure Document Item
o.	Advertising	FA: Section 5 & Appendix C DA: Not Applicable	Items 6 & 11
p.	Indemnification	FA: Section 22 DA: Section 16	Item 6
q.	Owner's participation/ management/staffing	FA: Sections 10 & 13 DA: Section 8	Items 11 & 15
r.	Records and reports	FA: Section 4 DA: Not Applicable	Item 6
s.	Inspections and audits	FA: Sections 4 & 9 DA: Not Applicable	Items 6 & 11
t.	Transfer	FA: Sections 14 & 15 DA: Sections 9 & 10	Item 17
u.	Renewal	FA: Section 2 DA: Not Applicable	Item 17
v.	Post-termination obligations	FA: Section 19 DA: Section 14	Item 17
w.	Non-competition covenants	FA: Section 17 DA: Section 12	Item 17
x.	Dispute resolution	FA: Section 27 DA: Section 22	Item 17

ITEM 10
FINANCING

Neither we nor any of our agents or affiliates offer direct or indirect financing to you or guarantee any of your notes, leases or obligations.

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

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

CJR's Pre-Opening Obligations

Before you open your Franchised Restaurant, we will:

1. Provide you with the following site selection assistance: **(A)** CJR's site selection guidelines and, as you may request, a reasonable amount of consultation with respect thereto; and **(B)** such on-site evaluation as we may deem advisable as part of our evaluation of your request for site acceptance. (Development Agreement, § 5.B and Franchise Agreement § 4.B.)

2. We will advise you in writing within 45 days after receipt of all documents that we require whether we have accepted a particular site; however, we have no obligation to review any development proposal if you or your affiliates are not in full compliance with all agreements with

us or our affiliates. If we do not respond within that time period, we will be deemed not to have accepted the site. (Development Agreement, § 5.D and Franchise Agreement § 4.D.)

3. Provide you with any training we require. (Development Agreement, § 5.F.; Franchise Agreement, §6.A. & 6.I.)

4. ~~Loan~~Provide you ~~one copy of~~electronic access to CJR's Development Guide and OPM, which contain mandatory specifications and standards relating to construction of Carl's Jr. Restaurants and information relating to your other obligations under the Development Agreement and Franchise Agreement. (Development Agreement, § 6; Franchise Agreement, §9)

5. Furnish you with prototypical plans and specifications for a Carl's Jr. Restaurant, including requirements for dimensions, design image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront and color scheme. (Development Agreement, § 6). It will be your responsibility to have prepared all required construction plans and specifications to suit the shape and dimensions of the location of your Franchised Restaurant ("Franchised Location"), and you must ensure that these plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You must use only registered architects, registered engineers, and professional and licensed contractors.

We will review the construction plans for the proposed Franchised Restaurant and notify you within 30 days after we receive the plans, or such longer period as we require, whether the plans are approved. (Franchise Agreement, §4.B.).

6. Provide you with a final inspection of the Franchised Restaurant, if we choose to conduct one, and provide you with express written authorization to open the Franchised Restaurant if you have complied with all conditions. (Franchise Agreement, §4.K.)

7. Provide you electronic access to our confidential and proprietary OPM, which contains information and knowledge that is unique, necessary and material to the Carl's Jr. System. The OPM remains our property. We may revise the contents of the OPM and you agree to comply with each new or changed section. (Franchise Agreement, §9). We will permit you to inspect a copy of the OPM before you purchase a franchise, if you first sign a Confidentiality Agreement, which is attached as Exhibit F.

8. Provide you with consultation and advice at no additional cost with regard to construction or renovation and operation of the Franchised Restaurant, building layout, furnishings, fixtures and equipment plans and specifications, training, purchasing and inventory control and those other matters as we deem appropriate. (Franchise Agreement, §12.A.)

9. Provide you with assistance, upon your request, in opening the Franchised Restaurant and in training your employees as we deem appropriate in light of your needs and the availability of our personnel. We have the right to charge you a fee for the opening training support team, depending on the level of support needed to open the Franchised Restaurant (as determined by us). (Franchise Agreement, §11.B.)

10. Provide the FMTP to up to 8 individuals. The details of the FMTP are described later in this Item. (Franchise Agreement, §11.A.).

CJR's Obligations During Operation of the Franchise

During the operation of your Franchised Restaurant, we will:

1. Collect, administer and spend for advertising and promotion purposes monies paid by franchisees and company-operated restaurants into the Production Fund and Media Fund. (Franchise Agreement, §§8.B., C., and E.)

2. Provide you with guidelines for local advertising and promotion from time to time. You must submit to us for our prior approval any local advertising and promotional materials purchased from a source other than CJR or its affiliates. (Franchise Agreement, §8.D.)

3. We may change or modify the Carl's Jr. System, including modifications to the OPM, required training program, the menu and menu formats, the required equipment, the signage, the building and premises of the Franchised Restaurant (including the trade dress, décor and color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and means of reporting and of payment of any monies owed to CJR (including electronic means of reporting and payment) and the adoption and use of new or modified Proprietary Marks or copyrighted materials. (Franchise Agreement, §10.A.)

4. Provide additional training to you, if we decide to offer any additional training. We reserve the right to require you to pay a tuition fee for these additional training programs, and you will be required to pay all travel, living and other expenses incurred by your employees while attending the training. (Franchise Agreement, §11.B.)

5. Provide periodic advice and consultation to you in connection with the operation of the Franchised Restaurant as we deem appropriate or necessary. We will provide to you, as we deem appropriate or necessary, our knowledge and expertise regarding the Carl's Jr. System and pertinent new developments, techniques and improvements in the areas of restaurant design, management, system and tools, food and beverage preparation, sales promotion, service concepts, overall restaurant operations, financial metrics, and other areas. We may provide these services through visits by our representatives to the Franchised Restaurant or your offices, the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications or other communications. (Franchise Agreement, §12.C.)

6. Conduct inspections of the Franchised Restaurant and evaluations of the products sold and services rendered as we deem appropriate or necessary. (Franchise Agreement, §12.D.; Co-Brand Location Addendum, § 7)

Advertising

During the term of the Franchise Agreement, you will have an advertising and promotion obligation ("APO"), paid on a weekly basis, in the amount set forth in an appendix to the Franchise Agreement. You will pay that portion of the APO as we direct to the Production Fund described in the next paragraph. The remainder of the APO shall be paid, at the same time and in the same manner as the royalty fee, to a Media Fund. Currently, approximately 1.0% of Gross Sales is paid to the Production Fund and 5% of Gross Sales is paid to the Media Fund. ~~H~~CJR reserves the right to reallocate or change the APO split. There is no franchisee advertising council that advises CJR on advertising policy.

Our predecessor has established, and we will maintain and administer, a fund for the creation and development of advertising, marketing and public relations, research and related programs, gift card and loyalty programs, activities and materials that we, in our sole discretion, deem appropriate ("Production

Fund"). Vendors and suppliers also may contribute to the Production Fund. We or our designee direct all advertising, marketing, and public relations programs and activities financed by the Production Fund with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. We usually work with an advertising agency in developing advertising for print, radio, Internet and television and leverage internal and contract creative services.

Our predecessor also has established, and we will maintain and administer, a fund for all working media costs ("Media Fund"). We or our designee direct all advertising, marketing, and public relations programs and activities financed by the Media Fund with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials.

CJR will administer the Production Fund and the Media Fund (at times referred to as the "Funds"). The Production Fund and Media Fund are not trust or escrow accounts, and CJR has no fiduciary obligation to franchisees with respect to them. CJR or its designee has the right to terminate (and subsequently restart) the Production Fund or the Media Fund or establish different advertising funds. CJR may incorporate any advertising fund and may have a separate entity manage any advertising fund.

In the fiscal year ended January ~~29~~27, ~~2024~~2025, of the total monies spent by the Funds, ~~4~~11% was spent for production; ~~83~~74% was spent for media placement; 1% was spent on research/marketing consulting fees; and ~~12~~14% was spent for miscellaneous expenses, including administrative expenses. No money was spent by the Funds to solicit new franchisees.

You may, during the period beginning 30 days before the scheduled opening of your Franchised Restaurant and continuing for 90 days after your Franchised Restaurant first opens for business ("Grand Opening Period"), conduct such grand opening advertising as CJR and you deem appropriate. CJR will reimburse you up to $5,000, in accordance with our Grand Opening Policy as may be in effect from time to time, for grand opening advertising during the Grand Opening Period, if those expenditures were pre-approved by CJR and comply with the requirements of your Franchise Agreement for local advertising and you provide written proof to CJR of the advertising and the cost for that advertising no later than 90 days after your Franchised Restaurant first opens for business.

Local advertising and promotion materials may be purchased from any CJR-approved source. If purchased from a source other than CJR or its affiliates or if the materials are created or developed by you, these materials must comply with federal and local laws and regulations and with the guidelines for advertising and promotions promulgated from time to time by CJR or its designee and must be submitted to CJR or its designee at least 30 days prior to first use for approval, which CJR may grant or withhold in its sole discretion. In no event may your advertising contain any statement or material which, in the sole discretion of CJR, may be considered: **(1)** in bad taste or offensive to the public or to any group of persons; **(2)** defamatory of any person or an attack on any competitor; **(3)** to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or **(4)** inconsistent with the public image of CJR or the System. Within 30 days after the end of each fiscal quarter, you must provide us or our designee with copies of all documentation demonstrating the amount and types of local marketing expenditures you made in the prior fiscal quarter.

We have the right, following written notice to you, to reallocate the APO and to increase the APO; however, we will not increase the APO by more than ½% of Gross Sales in any 12-month period, and your maximum required APO will not exceed 7% of Gross Sales.

CJR maintains separate bookkeeping accounts for all advertising funds. CJR prepares an unaudited report of the operations of the funds annually, which is available to you upon written request. Restaurants operated by CJR contribute to the various advertising funds an amount equivalent to that contributed by comparable franchised Restaurants. In spending advertising monies, CJR is not obligated to make expenditures for any franchisee that are equivalent or proportionate to that franchisee's contribution or to ensure that any particular franchisee benefits directly or on a pro rata basis from expenditure of the funds.

Generally, CJR believes that it will spend all advertising payments during the taxable year in which the contribution and earnings are received. If we do not spend the advertising payments in one year, we will spend them in the following year.

Electronic Cash Register/Point of Sale System

A Carl's Jr. Restaurant typically requires a Computer/POS System consisting of 4 POS terminals and 6 kitchen display monitors. You must purchase or lease PAR ES600 or PAR ES8500 terminals. These systems record customer transactions and collect and generate gross sales reports (including sales by categories) for the Franchised Restaurant. In addition, (i) you must purchase or lease Brink Kitchen Display Systems and a back-office workstation as recommended by the software provider, and (ii) you must have met our required connectivity standards (currently, (a) Cisco Meraki Firewall/Router with Advanced Security License; (b) Cisco Meraki Wireless Access Points, Cisco Meraki 48 port switch; (c) highly reliable internet with auto-failure to LTE Backup; and (d)Wi-Fi for guests (if Internet speeds are fast enough to support it) and back of house operations. The hardware for the connectivity currently includes security appliance – Meraki MX68 w/Advanced Security License, wireless access Points – Meraki MR33, and managed switch – Meraki MS120. You are required to upgrade or update these systems and add or replace components during the term of the Franchise Agreement, and there is no contractual limitation on the frequency or cost of the obligation.

You also must use an approved software program for the Computer/POS System. You must choose either PAR Brink or Xenial Xpient (5.0 or higher) for your Computer/POS System. The cost of PAR Brink includes an initial setup fee of $2,200 per Franchised Restaurant and $576 annual license fee per Franchised Restaurant which will cover 4 terminals and 6 KDS systems, both fees payable directly to the third-party vendor. You may add additional terminals or KDS systems for $7 per month for each additional service. If you choose PAR Brink, you must also use CrunchTime as your back-office software solution. If you choose to use PAR Brink, you may sign a Software Support Agreement with CKR (the current form is attached as Exhibit G-1) and pay to CKR a software support fee of $118 for each Franchised Restaurant for each fiscal period (as defined by CKR) which will give you access to CKR's Level 1 and Level 2 Help Desk Support and also pay to CrunchTime $825 per Franchised Restaurant bi-annually (every 26 week accounting period) for swivel seat support which includes hardware and network issues, phone and internet issues and access to the CrunchTime back-office software solution. If you obtain support for PAR Brink/CrunchTime from a third party, we estimate the cost to be on average $~~125~~250 per month. In addition, for PAR Brink, you must enter into a written agreement with Par Tech, Inc. ("Par Tech"), Lucas POS Systems, or POS Technical to provide on-site support. Par Tech, Lucas POS Systems, or POS Technical will bill you directly for these services. If you choose Xenial Xpient IRIS 5.0 (or higher) as your POS software, you will need to obtain a license directly from Xenial and on-site support from a vendor approved by Xenial. The purchase price of the required hardware, software and support ranges from approximately $35,000 to $45,000, depending on the vendor selected.

You must maintain your point of sale system and keep it in good repair. We can access the information stored in the system, and there is no contractual limitation on our right to do so. We estimate

the cost of maintaining, updating or upgrading your Computer/POS System or its components will range from $1,800 to $3,000 annually, although the cost will depend on your repair history, local costs of computer maintenance services in your area and technological advances, which we cannot predict at this time, and this annual estimate is separate and independent from any requirement to install a new cash register/point of sale system.

You must participate in any online ordering and delivery programs that we may establish with approved supplier(s) (currently Uber Eats, Door Dash, and GrubHub) and you must comply with any participation criteria and other rules applicable to such programs. You must also participate in our loyalty and gift card programs and any other marketing and promotional initiatives that we may from time to time establish with approved vendors and comply with any participation criteria and other rules applicable to such programs. We have the right to modify the participation criteria or discontinue such initiatives at any time upon written notice to you. We will provide you access to the online ordering/delivery and loyalty program software and technology (which currently includes OLO, Data Menu Management, Punchh Loyalty, Data Management (customer data processing) and Future (enterprise data management and content management system) and you must pay us the Digital Tech Fee identified in Item 6 (currently $160 per 4-week fiscal period). You must execute the OLO Authorized Operator Agreement (current form is attached as Exhibit G-2) and we may require you to execute additional or different software agreements regarding your use of such technology in the future. (Franchise Agreement, Section 15.E. and Appendix A).

Selecting the Location for Your Franchised Restaurant

We do not select the site for your Franchised Restaurant. You select the site for your Franchised Restaurant subject to our acceptance. As noted in Item 1, you should not acquire any interest in a site for your Franchised Restaurant until you have been approved as a franchisee (or, if you already are a franchisee, until you have been approved for expansion) and we have accepted the site in writing. We generally do not own the Franchised Restaurant premises and lease them to franchisees.

For each proposed site for a Franchised Restaurant, you will, if requested by us, submit a Franchise Site Application to us. In addition, you may have to submit a complete real estate package (containing that information as we may reasonably require) for a proposed site, which you reasonably believe conforms to our then-current site selection criteria, including demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses (including restaurants operated or franchised by CJR or our affiliates), the nature of other businesses in proximity to the site and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. Within 30 days after receipt of these documents, and any information which CJR may reasonably require, we will advise you in writing whether we have accepted a particular site; however, CJR has no obligation to review any development proposal if you or your affiliates are not in full compliance with all agreements with CJR or its affiliates. If we do not respond within that time period, we will be deemed not to have accepted the site. Our acceptance or refusal to accept a site for the Franchised Restaurant may be subject to reasonable conditions as determined in our sole discretion.

We may refuse to accept a site for a proposed Franchised Restaurant unless you demonstrate sufficient financial capabilities, in our sole judgment, applying standards consistent with criteria we use to establish Carl's Jr. Restaurants in other comparable market areas, to properly develop, operate and maintain the Franchised Restaurant. Therefore, you also must furnish us with such financial statements and other information regarding you and the development and operation of the proposed Franchised

Restaurant, including, without limitation, investment and financing plans for the proposed Franchised Restaurant, as we reasonably may require.

Our acceptance of one or more sites is not a representation or a promise by CJR that a Franchised Restaurant at an accepted site will achieve a certain sales volume or a certain level of profitability. Similarly, our acceptance of one or more sites and our refusal to accept other sites is not a representation or a promise that an accepted site will have a higher sales volume or be more profitable than a site which we did not accept. Our acceptance only indicates our willingness to be represented by you at that site.

Following our acceptance of a site, you must secure the site by entering into a lease or sublease for the site or purchasing the real property. This must be finalized no later than 6 to 9 months after our site acceptance ("Property Control Date"). If you do not do so by the Property Control Date, the site acceptance will be deemed withdrawn without providing you notice. ~~Y~~You must commence construction within 6 months after the Property Control Date. If you fail to do so, site acceptance will be deemed withdrawn without providing you notice. You may not commence construction until we have a fully-executed Franchise Agreement with you and you have paid us the Initial Franchise Fees. You must open the Franchised Restaurant within 18 months after the Property Control Date. If you fail to open the Franchised Restaurant within 18 months after the Property Control Date, we will have the right to terminate the Franchise Agreement.

Time Between Agreement Signing and Opening

The typical length of time between the Property Control Date and the opening of the Franchised Restaurant is between 12 and 18 months. Factors affecting the length of time needed to open the Franchised Restaurant usually include your ability to obtain adequate financing, weather, local requirements and procedures for necessary permits and zoning, shortages or delayed installation of equipment, signs and fixtures and special circumstances affecting construction in a particular area, none of which are within our control.

Training

We may require those individuals who will have a 10% or greater interest in the franchisee entity to attend a 10-Day Operations Overview before we will commit to enter into any ~~other~~ agreement with you. The 10-Day Operations Overview will be conducted at those locations specified by us. As described in Item 5, we may charge a fee for this program, and you will be required to pay all travel, living and other expenses incurred in attending this program. The persons participating in the 10-Day Operations Overview will be required to execute the Preliminary Agreement.

We currently provide, at no charge for you, your Operating Principal (if not previously trained), your General Manager and 6 other employees who you have hired as Shift Leaders, the FMTP, provided the training takes place within 2 years of your signing the Franchise Agreement, in the operation of a Carl's Jr. Restaurant at those times and places designated by us. We reserve, however, the right to modify or waive the training required based on individual's or your experience. As described in Item 5, a fee is charged to provide the FMTP to additional individuals. The FMTP will include ~~in~~ restaurant training at a Carl's Jr. Restaurant designated by us~~, classroom instruction~~ and training ~~at a designated training facility in Anaheim, CA or Franklin, TN, and~~on Star University (StarU), our online ~~tr~~Lea~~i~~rning Management System.

In addition, we also provide you ~~electronic~~with access to our ~~E-~~Learning ~~m~~Management ~~s~~System called Star University (StarU). Star University is a ~~web-based personal learning and training environment~~management platform which is used for the administration, tracking and reporting of learning

and development programs. Currently, the fee associated with the use of this program is $14 per fiscal period (as defined by us, currently a 4-week accounting period), but we reserve the right to increase the fee in the future. In addition, you will be required to sign the Star University License Agreement (the current form is attached as Appendix I to the Franchise Agreement). The fee is paid to us but we pass this entire fee to a third-party vendor to help facilitate the training environment. The use of Star University requires certain high-speed internet and hardware and such costs will be solely your responsibility. Star University is a required training tool for your Franchised Restaurant.

You will be required to pay all travel, living and other expenses incurred by you and your employees while attending the training. We reserve the right to dismiss from the FMTP any person whom we do not believe will perform acceptably in the position for which he has been hired by you, and you will provide a suitable replacement within one month of that dismissal.

The minimum length of the FMTP is 8 consecutive weeks; however, depending on the prior experience of the trainee, the FMTP could be shorter or longer. ~~In addition, your General Manager and 2 Shift Leaders must attend an additional 2 weeks of Shift Control training. A new class begins as needed. The FMTP is scheduled so that it is completed sufficiently in advance of your Franchised Restaurant's initial opening to afford adequate time for the Franchised Restaurant set-up and the hiring and training of crew members before the opening of the Franchised Restaurant. The FMTP instructors~~The FMTP trainers are experienced Carl's Jr. Restaurant managers who conduct the training under the supervision of CKR's Director of Global Learning & Organizational Development, Lisa Holloway. See Note (2) below regarding Lisa Holloway's experience.

In addition, if you do not currently operate a Franchised Restaurant or if you have not opened a new Franchised Restaurant in the last 2 years, your Operating Principal must attend another franchisee's (or a company) new restaurant opening no more than 12 months before your Franchised Restaurant opens.

Any training that we may provide to any of your employees will be limited to training or guiding the employees regarding the delivery of approved products to customers in a manner that reflects the customer service standards of the Carl's Jr. System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

TRAINING PROGRAM

The following chart summarizes the subjects taught during the FMTP in the operation of a Carl's Jr. Restaurant:

General Manager Training:

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
~~Day 1: Orientation~~RGM LIT Hype Video	~~n/a~~:07	~~8~~	Designated Training Facility
~~Day 2: Who We are a Brand~~RGM LIT Program Introductions	~~n/a~~:08	~~8~~	Designated Training Facility
~~Day 3: What's Important to~~	~~n/a~~:35	~~8~~	Designated Training Facility

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
~~Guests~~Chapter 1 Intro Knowledge Check			
~~Day 4: Operation QSC & Pathing~~Leadership Essential: Plans and Aligns	~~n/a~~:13	~~8~~	Designated Training Facility
~~Day 5: Sales Retention & Forecasting~~RGM Chapter 1 Exam 1	~~n/a~~:15	~~8~~	Designated Training Facility
~~Week~~RGM Chapter 1~~: Skill Evaluation~~ Exam 2	~~n/a~~:15	~~1~~	Designated Training Facility
~~Day 6: Selecting & Recruiting~~RGM Chapter 1 Exam 3	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 7: Interviewing & Hiring~~RGM OJT Skill Sign Off	~~n/a~~	~~8~~ 1:00	Designated Training Facility
~~Day 8: Onboarding & Orientation~~Chapter 1 Hands on Practice	~~n/a~~	~~8~~ 30:00	~~Designated Training Facility~~
~~Day 9: Training~~Chapter 2 Intro Knowledge Check	~~n/a~~:35	~~8~~	Designated Training Facility
~~Day 10: Effective Coaching & Delegation~~Leadership Essential: Optimizes Work Processes	~~n/a~~:13	~~8~~	Designated Training Facility
~~Week~~RGM Chapter 2~~: Skill Evaluation~~ Exam 1	~~n/a~~:15	~~1~~	Designated Training Facility
~~Day 11: Forecasting Labor~~RGM Chapter 2 Exam 2	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 12: Creating a Base Schedule~~RGM Chapter 2 Exam 3	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 13: Adjustments~~	~~n/a~~	~~8~~	~~Designated Training Facility~~
~~Day 14: Labor Scheduling System~~RGM OJT Skill Sign Off	~~n/a~~	~~8~~ 1:00	~~Designated Training Facility~~
~~Day 15: Analyzing Weekly Schedules~~	~~n/a~~	~~8~~	~~Designated Training Facility~~
~~Week 3: Skill Evaluation~~Chapter 2 Hands on Practice	~~n/a~~	~~1~~ 30:00	~~Designated Training Facility~~
~~Day 16:Flow of Food Basics~~Chapter 3 Intro Knowledge Check	~~n/a~~:35	~~8~~	Designated Training Facility
~~Day 17: Learning Inventory Systems~~Leadership Essential: Interpersonal Savvy	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 18: Creating a Built To~~RGM Chapter 3 Exam 1	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 19: Receiving & Storage~~RGM Chapter 3 Exam 2	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 20: Analyzing Shift & Daily Control~~RGM Chapter 3 Exam 3	~~n/a~~:15	~~8~~	Designated Training Facility
~~Week 4:~~RGM OJT Skill ~~Evaluation~~Sign Off	~~n/a~~	1:00	~~Designated Training Facility~~

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
~~Day 21: Labor Utilization~~Chapter 3 Hands on Practice	~~n/a~~	~~8~~ 30:00	~~Designated Training Facility~~
~~Day 22: Communication & Listening~~Chapter 4 Intro Knowledge Check	~~n/a~~:35	~~8~~	Designated Training Facility
~~Day 23: Managing Conflict~~Leadership Essential: Develops Talent	~~n/a~~:16	~~8~~	Designated Training Facility
~~Day 24: Discipline Management~~RGM Chapter 4 Exam 1	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 25: Creating a Positive Work Environment~~	~~n/a~~	~~8~~	~~Designated Training Facility~~
~~Week 5: Skill Evaluation~~RGM Chapter 4 Exam 2	~~n/a~~:15	~~1~~	Designated Training Facility
~~Day 26: Creating a Prep Chart~~	~~n/a~~	~~8~~	~~Designated Training Facility~~
~~Day 27: Cooking, Holding & Serving~~RGM Chapter 4 Exam 3	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 28: Waste, Transfer, & Vendor Invoices~~RGM OJT Skill Sign Off	~~n/a~~	~~8~~ 1:00	~~Designated Training Facility~~
~~Day 29: Quality Assurance~~	~~n/a~~	~~8~~	~~Designated Training Facility~~
~~Day 30: Analyzing Weekly Food Cost~~Chapter 4 Hands on Practice	~~n/a~~	~~8~~ 30:00	~~Designated Training Facility~~
~~Week 6: Skill Evaluation~~Chapter 5 Intro Knowledge Check	~~n/a~~:35	~~1~~	Designated Training Facility
~~Day 31: Facilities~~Leadership Essential: Business Insights	~~n/a~~:12	~~8~~	Designated Training Facility
~~Day 32: Equipment~~RGM Chapter 5 Exam 1	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 33: Loss Prevention~~RGM Chapter 5 Exam 2	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 34: Marketing~~RGM Chapter 5 Exam 3	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 35: Financials~~	~~n/a~~	~~8~~	~~Designated Training Facility~~
~~Week 7:~~RGM OJT Skill ~~Evaluation~~Sign Off	~~n/a~~	1:00	~~Designated Training Facility~~
~~Day 36: Taking over your Assigned Restaurant~~Chapter 5 Hands on Practice	~~n/a~~	~~8~~ 30:00	~~Designated Training Facility~~
~~Day 37: People~~RGM Program Evaluation	~~n/a~~:15	~~8~~	Designated Training Facility
~~Day 38: Learn your Systems~~Workbook Practice Activities	~~n/a~~32:00	~~8~~	Designated Training Facility
~~Day 39: Planning Part 1~~	~~n/a~~**40:32 (hrs)**	~~8~~ **155 (hrs)**	Designated Training Facility
~~Day 40: Planning Part 2~~	~~n/a~~	~~8~~	~~Designated Training Facility~~
~~Week 8: Skill Evaluation~~**Total**	~~n/a~~		

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
	~~Designated Training Facility~~About 24.42 Days (195.32 hrs)		

Shift Leader and General Manager Training:

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
~~L1 M1 Becoming a Team Leader~~MIT 1.01 Intro	~~0.5~~:02	~~1~~	Star University; Designated Training Facility
~~L1 M2 Becoming a Kitchen Leader~~MIT 1.02 Learning Leadership	~~0.5~~:12	~~2~~	Star University; Designated Training Facility
~~L1 M3 Becoming a Drive Thru Leader~~MIT 1.03 Leadership Essentials Communication	~~0.5~~:12	~~2~~	Star University; Designated Training Facility
~~L1 M4 Becoming a Service Leader~~MIT 1.04 Leading Stations - Backline	~~0.5~~:20	~~2~~	Star University; Designated Training Facility
~~L1 M5 Training a New Employee on a~~MIT 1.05 Leading Stations - Frontline	~~0.5~~:20	~~2~~	Star University; Designated Training Facility
~~L1 M6 Coaching Your~~MIT 1.06 Training Team Members	~~0.5~~:10	~~2~~	Star University; Designated Training Facility
~~L1: MIL~~T ~~WORKSHOP – Model~~1.07 Coaching Others - QSC	~~1.5~~:15	~~1~~	Virtual; Certified Training Restaurant (“CTR”) or Designated Training Facility
~~L1: MIL~~T ~~WORKSHOP – Coach~~1.08 Leading Others	~~1.5~~:05	~~1~~	Virtual; CTR location or Designated Training Facility
~~L1: MIL~~T ~~WORKSHOP – Require~~ Exam 1	~~1.5~~:30	~~1~~	Virtual; CTR location or Designated Training Facility
Chapter 1 Hands on Practice		64:00	
~~L2 M1 What is Level 2~~MIT Observation 1	~~0.5~~	~~0.5~~:45	Star University; Designated Training Facility
~~L2 M2 Shift Planning~~MIT 2.01 Delivering Results	~~0.5~~:05	~~2~~	Star University; Designated Training Facility
~~L2 M3 Pathing~~MIT 2.02 Shift Strategy	~~0.5~~:05	~~2~~	Star University; Designated Training Facility
~~L2 M4 Cash Handling~~MIT 2.03 Pathing	~~0.5~~:10	~~2~~	Star University; Designated Training Facility
~~L2 M5 Product Safety & Quality~~MIT 2.04 Asset Protection	~~0.6~~:15	~~2~~	Star University; Designated Training Facility
~~L2 M6 Safety & Security~~MIT 2.05 Business Leadership	~~0.6~~:08	~~2~~	Star University; Designated Training Facility

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
~~L2 M7 Shift Changeover~~MIT 2.06 Decision Making	~~0.5~~:05	~~2~~	Star University; Designated Training Facility
~~L2 M8 Shift Control~~MIT 2.07 Guest Focus	~~0.5~~:10	~~2~~	Star University; Designated Training Facility
~~L2: M~~MI~~L~~T ~~WORKSHOP – Shift Planning 1~~2.08 Teamwork	~~2~~:05	~~1~~	Virtual; CTR location or Designated Training Facility
~~L2: M~~MI~~L~~T ~~WORKSHOP – Shift Planning~~Exam 2	~~2~~:30	~~1~~	Virtual; CTR location or Designated Training Facility
~~L3 M1 Becoming a Person in Charge~~Chapter 2 Hands on Practice	~~0.5~~	~~2~~ 64:00	~~Star University; Designated Training Facility~~
~~L3 M2 ROS Deployment and Positioning~~MIT Observation 2	~~0.5~~:15	~~2~~ :45	Star University; Designated Training Facility
~~L3 M3Working Centerpost as P~~MI~~C~~T 3.01 Accountability	~~0.5~~:15	~~2~~	Star University; Designated Training Facility
~~L3 M4 Equipment Troubleshooting~~MIT 3.02 Audits and Inspections	~~0.5~~:15	~~2~~	Star University; Designated Training Facility
~~L3 M5 Production Levels~~MIT 3.03 Resilience	~~0.6~~:10	~~2~~	Star University; Designated Training Facility
~~L3 M6~~MIT 3.04 Food and Labor ~~Cost~~Basics	~~0.5~~:20	~~2~~	Star University; Designated Training Facility
~~L3 M7 Banking & Deposits~~MIT 3.05 Centerpost Success	~~0.4~~:15	~~2~~	Star University; Designated Training Facility
~~L3 M8 Audits~~MIT 3.06 Opening and ~~Inspections~~Closing	~~0.5~~:15	~~2~~	Star University; Designated Training Facility
~~L3 M9 Emergency Situations~~2025 New Hire - MIT 3.07 Banking	~~0.5~~:15	~~2~~	Star University; Designated Training Facility
~~L3 M10 Opening, Closing and Overnights~~2025 New Hire - MIT 3.08 Emergencies	~~0.5~~:05	~~2~~	Star University; Designated Training Facility
~~L3:~~2025 New Hire - MI~~L~~T ~~WORKSHOP – PIC part 1~~Exam 3	~~2~~:30	~~1~~	Star University; Designated Training Facility
Chapter 3 Hands on Practice		64:00	
~~L3:~~2025 New Hire - MI~~L~~T ~~WORKSHOP – PIC part 2~~Observation 3	~~2~~	~~1~~ :45	Star University; Designated Training Facility
	6.23 (hrs)	**97:25 (hrs)**	
Total			**About 12.93 Days (103.48 hrs)**

General Manager, Shift Leader and Crew Person Training:

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
Crew Onboarding (Crew Person, Shift Leader, Restaurant General Manager (RGM))			
Welcome ~~to (~~Carl's ~~or Hardees~~Jr.)	~~0.2~~2:05	~~0.5~~	Star University; Designated Training Facility
~~Workplace Safety~~	~~0.2~~	~~0.5~~	~~Star University; Designated Training Facility~~
~~Food Safety~~	~~0.4~~	~~1~~	~~Star University; Designated Training Facility~~
~~Security Awareness~~	~~0.2~~	~~0.5~~	~~Star University; Designated Training Facility~~
Shift Leader/RGM Onboarding			
~~Biscuit~~Feeder Station	~~0.5~~:13	~~1~~ 3	Star University; Designated Training Facility
Feeder Station Exam	~~0.4~~:11	~~1~~	~~Star University; Designated Training Facility~~
Feeder Station Observation		:30	
Fry Station	~~0.3~~:10	~~1~~ 3	Star University; Designated Training Facility
Fry Station Exam	:11		
Fry Station Observation		:30	
Cook Station	~~0.3~~:09	~~1~~ 3	Star University; Designated Training Facility
Cook Station Exam	:11		
Cook Station Observation		:30	
Grill Station	~~0.3~~:11	~~1~~ 3	Star University; Designated Training Facility
Grill Station Exam	:12		
Grill Station Observation		:30	
Hand Breaded Chicken Tender Station	~~0.4~~:11	~~1~~ 3	Star University; Designated Training Facility
Hand Bread Chicken Station Exam	:12		

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
Hand Breaded Chicken Tender Station Observation		:30	
Dining Room Station	~~0.4~~:11	~~1~~ 3	Star University; Designated Training Facility
Dining Room Station Exam	:11		
Dining Room Station Observation		:30	
Cashier Station	~~0.4~~:11	~~1~~ 3	Star University; Designated Training Facility
Cashier Station Exam	:11		
Cashier Station Observation		:30	
Drive Thru Station	~~0.4~~:15	~~1~~ 3	Star University; Designated Training Facility
Drive Thru Station Exam	:11		
Drive Thru Station Observation		:30	
Prep Station	~~0.4~~:08	~~1~~ 3	Star University; Designated Training Facility
Prep Station Exam	:20		
Prep Station Observation		:30	
	23 (min)	**2100 (min)**	
Total			**4.87 Days (38.97 hrs/2338 min)**
Additional Crew Trainings (Shift Leader, RGM)			
QSC Team Member	~~0.1~~:03	~~0.25~~	Star University; Designated Training Facility
QSC ~~Super Star Service~~Cleanliness	~~0.1~~:20	~~0.25~~	Star University; Designated Training Facility
~~QSC Speed of Service~~	~~0.2~~:23	~~0.25~~	~~Star University; Designated Training Facility~~
~~QSC Cleanliness~~	~~0.2~~	~~0.25~~	~~Star University; Designated Training Facility~~
~~Perfect Burger~~	~~0.2~~	~~0.25~~	~~Star University; Designated Training Facility~~
~~Perfect Biscuit~~**Total**	~~0.2~~ ~~0.25~~ ~~Star University; Designated Training Facility~~**About :23 (half an hour)**		
~~Handling Guest Concerns~~	~~0.1~~	~~0.25~~	~~Star University; Designated Training~~

~~Subject (1)(2)~~Title	Hours of Classroom Training	Hours of On ~~The~~the Job Training	Location
			~~Facility~~
~~Communicable Disease Prevention Video~~	~~0.1~~	~~0~~	~~Star University; Designated Training Facility~~
~~ServSafe Takeout: Covid 19 Precautions~~	~~0.2~~	~~0.25~~	~~Star University; Designated Training Facility~~

NOTES

(1) The instructional materials for the FMTP include the following Training Program Materials: Crew Person, Shift Leader and Restaurant General Manager (RGM) workbooks.

(2) Lisa Holloway is our Director of Global Learning & Organizational Development. She has more than ~~15~~20 years of experience leading training and performance initiatives in guest-facing organizations. FMTP ~~instructors~~trainers include General Managers, District Managers, ~~Regional Trainers,~~ and Certified ~~Franchise~~ Train~~ers~~ing Managers.

Other Training

We have the right to require that you, your owners, your Operating Principal, your General Manager and any other employees hired by you to fill certain designated positions take and successfully complete other training courses in addition to the FMTP. We reserve the right to require you to pay a tuition fee for these additional training programs as established by us from time to time. We also reserve the right to modify or waive the elements of the FMTP, any additional FMTP training, and the 10 day Operations Overview, in our sole discretion. You will be required to pay all travel, living and other expenses incurred by your personnel while attending this training.

All-Star Team Opening Training Support

For your first two Franchised Restaurants, you will receive the assistance of our All-Star Team in the pre-opening and opening of those two Franchised Restaurants. The All-Star Team may consist of our corporate staff and/or it may include one or more of our franchisees, as we may determine. The All-Star Team's primary responsibility is to assist with restaurant set-up, restaurant crew station training and guest experience during your Franchise Restaurant pre-opening and opening. You will be responsible for the salaries, administrative fees, meals, travel and lodging expenses of the All-Star Team members while they are trainers at your Franchised Restaurant. For additional details, see Items 5 and 7.

Training by You

You must conduct those initial and continuing training programs for your employees as we periodically require. You must ensure that all of your employees have been trained in the proper operation of the Franchised Restaurant. In addition, if you operate three or more Franchised Restaurants, we may require, in our sole discretion, that (A) you obtain and maintain a certification from us for one or more of your Franchised Restaurants to be an authorized training restaurant (a **"Certified Franchisee Training Restaurant"**) and (B) one or more of your General Managers obtain and maintain a certification from us as a trainer authorized to provide our FMTP to your new trainees (a **"Certified Franchisee ~~Management~~**

Trainer~~er~~ing Manager"). Your Certified Franchisee ~~Management~~ Trainers~~ers~~ing Manager may provide our FMTP at a Certified Franchisee Training Restaurant in accordance with our System standards for such training. To become a Certified Franchisee ~~Management~~ Trainer~~er~~ing Manager, a General Manager must (i) complete our FMTP, (ii) maintain specific food safety programs, (iii) attend any required additional training program as specified by us from time to time, and (iv) meet other qualifications that we may specify from time to time. To be designated as a Certified Training Restaurant, your Franchised Restaurant must (a) meet compliance scores that we specify, (b) fully comply with our then-current System standards, (c) maintain established personnel requirements, in addition to a Certified Franchisee ~~Management~~ Trainer~~er~~ing Manager, (d) remain compliant with all health department or other regulatory requirements; and (e) meet any other requirements that we may specify from time to time. We may, in our sole discretion, revoke certification for a Certified Franchisee Training Restaurant or a Certified Franchisee ~~Management~~ Trainer~~er~~ing Manager. If we revoke certification, we may require your trainees to attend the FMTP at another location that we designate.

Conventions

We may, from time to time, conduct conferences, conventions, programs, webinars, teleconferences, or training sessions on any matters related to the System. Your Operating Principal or your General Manager and other personnel we designate must attend each such meeting, program, or session that we require. We may charge you a reasonable fee to attend any such meeting, program, or session. We may require you to purchase or license from us, our affiliates, or third-party suppliers any training platform and equipment necessary to use or access the training materials. (Franchise Agreement, Section 13.B)

ITEM 12
TERRITORY

Development Agreement

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

There are no restrictions on the areas in which you may advertise or solicit customers for your Franchised Restaurants; however, see Item 13 for Internet restrictions. We reserve all rights to use and license the Carl's Jr. System other than those we expressly grant you under the Development Agreement, the Franchise Agreement. There are no restrictions on the areas in which we may advertise or solicit customers, nor must we pay any compensation to you for soliciting or accepting orders from inside the Development Territory. The rights we reserve include the right to use any other channel of distribution, including the Internet, to make sales in the Development Territory using the Proprietary Marks or different proprietary marks.

Franchise Agreement

You will not receive any exclusive territory under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You do not receive the right, under the Franchise Agreement, to develop or operate more than one Franchised Restaurant. Our prior written consent is required before you relocate the Franchised Restaurant. If your right to possession of the Franchise Restaurant premises is lost through no act or failure to act on your part, you may relocate the Franchised Restaurant if: (1) we accept the new location; (2) you construct and equip a Franchised Restaurant at the new location in accordance

with the then-current System standards and specifications; (3) a Franchised Restaurant at the new location is open to the public for business within 6 months after the loss of possession of the original franchised location; and (4) you reimburse us for all reasonable expenses actually incurred by us in connection with the acceptance of the new location.

You may only sell or distribute products identified by some or all of the Proprietary Marks from the Franchised Location; you may not use any other method or channel of distribution. We do not impose any geographic restrictions on your ability to solicit customers; however, see Item 13 for Internet restrictions. In addition, you must participate in all online ordering and delivery programs that we may designate from time to time and comply with the terms and conditions of such programs, including any geographic or other delivery restrictions. There are no restrictions on our ability to solicit customers, nor must we pay any compensation to you for soliciting or accepting orders. We reserve all rights to use and license the Carl's Jr. System other than those we expressly grant to you. We reserve the right to merchandise and distribute goods and services identified by the Proprietary Marks (or different proprietary marks) through any method or channel of distribution, including the Internet.

As noted in Item 1, pursuant to the Management Agreement, CKR, at all times acting on our behalf, may fulfill all of our duties and obligations under all existing and future Franchise Agreements and Development Agreements, including managing the Carl's Jr. System; marketing and offering new and renewal Franchise Agreements and Development Agreements as our franchise broker; training franchisees and their employees; and providing the required support to franchisees. Pursuant to the same Management Agreement, CKR, also fulfills all of HR's duties and obligations under all existing and future franchise agreements and development agreements for Hardee's Restaurants, which are quick service restaurants identified in whole or in part by the name "Hardee's." Except in limited circumstances, Carl's Jr. Restaurants are not located in the same geographic area as Hardee's Restaurants. In the limited circumstances where there is overlap, HR and its franchisees may solicit or accept orders within the same area served by Restaurants operated by Carl's Jr. franchisees, and any potential conflict between the franchisees of each system will be resolved on a case by case basis. As noted in Item 1, the principal place of business of CKR and HR is the same as ours.

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13
TRADEMARKS

For Carl's Jr. Restaurant franchisees, we grant you the right to operate a restaurant under the name "Carl's Jr." and to use our other current or future trademarks that we designate in the operation of

your Franchised Restaurant. By trademarks, we mean trade names, trademarks, trade dress, service marks, logos, insignias, slogans, emblems, symbols, designs and any combination of these or any other indicia of source used to identify and distinguish the Carl's Jr. brand (our "Proprietary Marks"). We own all right, title and interest in and to the Proprietary Marks and you will only have such rights to use the Proprietary Marks as granted to you in the Franchise Agreement.

Our Proprietary Marks include both registered and unregistered marks. Registered marks are marks that have been registered with the United States Patent and Trademark Office ("USPTO") and enjoy the protections of federal registration. Unregistered marks may include short term product marks (LTOS or similar promotions), trade dress, or other marks that, while not registered, are protected by common law based upon our use of the marks. In addition to other registered trademarks, we own the following principal trademarks ("Principal Trademarks") that have been registered with the USPTO on the Principal Register, and any applicable required affidavits of continued use have been filed and accepted:

Trademark	Registration Number	Registration Date
	1,631,819 1,383,339 1,297,845 1,151,330	01/15/91 (Renewed) 02/18/86 (Renewed) 09/25/84 (Renewed) 04/14/81 (Renewed)
	5,651,207	01/08/19 (Renewed)
CARL'S JR.	1,400,272 901,315	07/08/86(Renewed) 10/20/70 (Renewed)
HAPPY STAR	1,084,351	01/31/78 (Renewed)
	3,524,587	10/28/08 (Renewed)
	5,654,099	01/15/19 (Renewed)
STAR PALS	6760794	06/14/22
	5932708	12/10/19
FAMOUS STAR	3612923	04/29/2009 (Renewed)
SUPER STAR	1099039 6701966 6001520	08/08/78 (Renewed) 04/12/22 03/03/20
WESTERN BACON CHEESEBURGER	1456922 1481762	09/08/1987 (Renewed) 03/22/1988 (Renewed)

You must follow our rules when you use the Proprietary Marks. You cannot use the Proprietary Marks as part of a corporate, limited liability company, partnership or other business entity name or with modifying words, designs or symbols. You may not use the Proprietary Marks in connection with the sale of any unauthorized products or services or in any manner not authorized in writing by us. You may not seek registration of a Proprietary Mark or any mark that contains, includes or is similar to a Proprietary Mark.

There are no presently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court relating to the Principal Trademarks. There are no pending infringement, opposition or cancellation proceedings or material litigation involving the Principal Trademarks. There are no agreements currently in effect that significantly limit our right to use or license the use of the Principal Trademarks in any manner material to you. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Principal Trademarks in any state.

You must promptly inform us in writing regarding any infringement of the Proprietary Marks of which you are aware. You may not make any demand or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy with respect to any infringement without first obtaining our written approval. We will have the right, but not the obligation, to bring an action or take those steps we consider advisable to prevent any such infringement and to join you as a party to any action in which we are or may be a party and as to which you are or would be a necessary or proper party. The Franchise Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Proprietary Marks. The Franchise Agreement does require that you notify us immediately if any litigation involving our Proprietary Marks is instituted or threatened against you. You also must fully cooperate in defending or settling the litigation. You may not directly or indirectly contest the validity or our ownership of the Proprietary Marks.

You may not use our Proprietary Marks in any Internet domain name or e-mail address, in the operation of any Internet web site or on a social media platform including any social networking site, Facebook, Twitter, Instagram, Pinterest, YouTube, Snapchat, Vine, blogs, podcasts and wikis or other future social media platforms and/or technological avenues (collectively, "Social Media"; not an exclusive list and term applies to any social networking website, mobile application, blog or microblog, public and private message boards, comment sections, etc.) without our prior written consent. We may grant or withhold our consent in our sole discretion and may condition our consent on such requirements as we deem appropriate, including, among other things, that you obtain our written approval of: **(A)** any and all Internet domain names and home page addresses related to the Franchised Restaurant; **(B)** the proposed form and content of any web site related to the Franchised Restaurant; **(C)** your use of any hyperlinks or other links; **(D)** your use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and **(E)** any proposed modification of your web site. We may designate the form and content of your web site and/or require that any such web site be hosted by us or a third party whom we designate, using one or more web sites that we own and/or control. We may charge you a fee for developing, reviewing and approving your web site and/or for hosting the web site. We have established a Social Media policy for all franchisees, and you must comply with the policy, as modified from time to time, and any additional policies that we issue. Any copyright in your sites or pages on any Social Media are owned by us, and you must sign any documents that we reasonably deem necessary to affirm our ownership of the copyright.

With respect to Carl's Jr. Restaurant franchisees, if we should elect to use a principal name other than "Carl's Jr." to identify the Carl's Jr. System, we may select another name. The Carl's Jr. System and the Franchise Agreement will be deemed amended to substitute that name, and you will be required to

incur the necessary costs to adopt the new name. The Carl's Jr. System and the Franchise Agreement will be deemed amended to substitute that name, and you will be required to incur the necessary costs to adopt the new name.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents that are material to your Franchised Restaurant or the Carl's Jr. System. We own the copyright in all of our advertising and marketing materials including, but not limited to, images, copy, radio, and television commercials, and social media posts, the OPM and certain forms, architectural, engineering and construction plans, advertising materials, product specifications, computer programs, newsletters, training materials, and operations and accounting materials. While we do not commonly register our materials protected by copyright with the United States Registrar of Copyrights, we may seek registration for these materials at any time.

During the term of the Franchise Agreement, you will have access to trade secret information that is confidential and proprietary to us such as manuals, formulas, methods, Customer Information, vendor and pricing lists and policies. For example, the OPM and other materials contain CJR's detailed standards and specifications for managing and operating your Franchised Restaurant and other proprietary information may discuss the selection, purchase, storage, preparation, packaging, ingredients, recipes, service and sale of the products and beverages you will sell at your Franchised Restaurant. The OPM also contains information on management and employee training, marketing, advertising and sales promotions, signs, fixtures and furnishings, employee dress attire and appearance standards, menu concept, and business practices and procedures, such as bookkeeping, accounting, records retention and other business systems.

You acknowledge that the trade secrets derive independent economic value from not being generally known to and not readily ascertainable to others. You agree to hold in confidence and agree not to disclose or in any way make available to any unauthorized person any trade secret or any information regarding any trade secret or any proprietary information made available to you by us. You may disclose trade secrets only to your employees and agents with a legitimate need to know, each of whom you will warrant will be subject to this confidentiality requirement. You also agree not to contest CJR's interest in the trade secrets and confidential and proprietary information that comprise the Carl's Jr. System.

We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so as appropriate.

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

You are not obligated to participate personally in the direct operation of the Franchised Restaurant; however, you must designate, and we must approve, a qualified individual to serve as the "Operating Principal" of your Franchised Restaurant. If you sign a Development Agreement, you must designate, and we must approve, a qualified individual to serve as your "Development Principal."

The Operating Principal must own at least a 10% equity ownership interest in you, or in your general partner if you are a limited partnership, unless modified by us in our sole discretion, and be a person acceptable to both us and you. (This requirement does not apply if you were a publicly-held entity or a wholly-owned subsidiary of a publicly-held entity as of the date of the first franchise-related agreement between you and us.) The Operating Principal must be a member of the Continuity Group and

have full control over the day-to-day activities of the Franchised Restaurant and those other restaurants (that are franchised by us or our affiliates) operated by you in the same geographic market as the Franchised Restaurant, including control over the standards of operation and financial performance. Unless you have named, and we have approved, a Multi-Unit Manager (discussed below), the Operating Principal must: **(1)** devote full time and best efforts to the supervision and conduct of the Franchised Restaurant and those other restaurants (that are franchised by us or our affiliates) operated by you in the same geographic market as the Franchised Restaurant; and **(2)** maintain his/her primary residence within a reasonable driving distance of the Franchised Restaurant, unless waived in writing by us. The Operating Principal will be required to successfully complete the FMTP and any additional training required by us. If you operate restaurants in multiple markets that are franchised by us or our affiliates, an individual meeting the above qualifications will serve as the Operating Principal in at least one market.

If you operate restaurants that are franchised by us or our affiliates in multiple geographic markets, for all markets in which the Operating Principal fails to satisfy our requirements, you must designate and retain an individual to serve as Multi-Unit Manager. The Multi-Unit Manager will be under the supervision of the Operating Principal. The Multi-Unit Manager must devote full time and best efforts to supervising the operation of the Franchised Restaurant and those other restaurants (that are franchised by us or our affiliates) operated by you in the same geographic market, successfully complete the FMTP and any additional training required by us, and be approved by us. In addition, the Multi-Unit Manager must maintain his/her primary residence within a reasonable driving distance of the Franchised Restaurant, unless waived in writing by us.

The Development Principal must own at least a 10% equity ownership interest in you, or in your general partner if you are a limited partnership, unless modified by us in our sole discretion. (This requirement does not apply if you were a publicly-held entity or a wholly-owned subsidiary of a publicly-held entity as of the date of the first franchise-related agreement between you and us.) The Development Principal must be a member of the Continuity Group and have full control over the day-to-day development of the Franchised Restaurants. Unless you have named, and we have approved, a Multi-Unit Development Manager (discussed below), the Development Principal must: **(1)** devote full time and best efforts to supervising the development of the Franchised Restaurants; and **(2)** maintain his/her primary residence within a reasonable driving distance of the Development Territory, unless waived in writing by us. The Development Principal will be required to successfully complete our development training and any additional training required by us. If you are developing restaurants in multiple markets that are franchised by us or our affiliates, an individual meeting the above qualifications will serve as the Development Principal in at least one market.

If you are developing Franchised Restaurants in multiple geographic markets, for all markets in which the Development Principal fails to satisfy our requirements, you must designate and retain an individual to serve as Multi-Unit Development Manager. The Multi-Unit Development Manager will be under the supervision of the Development Principal. The Multi-Unit Development Manager must devote full time and best efforts to supervising the development of the Franchised Restaurants and other restaurants that are to be operated by you that are franchised by us or our affiliates in a geographic market, successfully complete our development training, the FMTP and any additional training required by us, and be approved by us. In addition, the Multi-Unit Development Manager must maintain his/her primary residence within a reasonable driving distance of the Development Territory, unless waived in writing by us.

The Franchised Restaurant must at all times be under the on-site supervision of one of the following designated individuals who must meet our applicable training qualifications for their designated position: the Operating Principal, a Multi-Unit Manager, a restaurant General Manager, or a Site Manager. You must, at all times, employ at the Franchised Restaurant at least one General Manager and a

sufficient number of employees who have successfully completed the FMTP to ensure that the Franchised Restaurant operates in accordance with the System. If the Franchised Restaurant employs at any time fewer than the required number of trained personnel who have successfully completed the FMTP, you have 30 days to hire and enroll the required number of personnel in the FMTP. If this manager ceases to be employed at the Franchised Restaurant, you have 30 days to hire a replacement and enroll him or her in the FMTP. Your managers are not required to own an equity interest in you.

If you are any type of business entity other than a sole proprietorship, we and you will identify a "Continuity Group." The members of the Continuity Group will include: **(1)** the Development Principal; **(2)** the Operating Principal; **(3)** all holders of a direct or indirect legal or beneficial interest of 10% or more ("10% Owners") in Franchisee; **(4)** if Franchisee is a limited partnership, all 10% Owners in Franchisee's general partner; and **(5)** if any 10% Owner of Franchisee is a corporation or limited liability company, all 10% Owners in the entity that is a 10% Owner of Franchisee. You must notify us of any change in the Continuity Group. Each member of the Continuity Group and their spouses, if applicable, is bound by the confidentiality and non-competition restrictions described in Item 17 and must sign a guarantee assuming and agreeing to discharge all of your obligations to us unless we, in our sole discretion, waive or modify this requirement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Franchised Restaurant solely for the operation of the Carl's Jr. Restaurant and must maintain sufficient inventories, adequately staff each shift with qualified employees and continuously operate the Franchised Restaurant as we specify in the OPM or otherwise in writing.

You must meet and maintain the highest applicable public health standard and rating. You must adhere to the terms outlined in the Red Audit Policy for third-party food safety audits. You must operate the Franchised Restaurant in strict conformity with the methods, standards and specifications that we prescribe in the OPM or otherwise in writing.

You must offer for sale and sell at the Franchised Restaurant all and only those products and services as are expressly authorized by us in the OPM or otherwise in writing. We may restrict sales of menu items to certain time periods during the day. We have the right to change the menu items, ingredients, products, materials, supplies and paper goods or the standards and specifications of each, and there are no limits on our ability to do so. You must promptly comply with the new requirements. We do not limit the customers to whom you may sell goods or services. You must offer to customers online ordering and delivery services pursuant to online ordering/delivery programs that we may from time to time establish with approved vendors and comply with our specifications regarding same.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following tables list certain important provisions of the Development and Franchise Agreements. You should read these provisions in the agreements attached to this disclosure document.

DEVELOPMENT AGREEMENT

Provision	Section In Development Agreement	Summary
a. Length of the franchise term	Section 1.A.	The term is from date of execution of the Development Agreement to the first to occur of: the date the last Franchised Restaurant required by the development schedule opens for business; or the date the last Franchised Restaurant is required to be opened under the terms of the development schedule.
b. Renewal or extension of the term	Not Applicable	
c. Requirements for you to renew or extend	Not Applicable	
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 13	We may terminate upon default, which includes, but is not limited to, remaining in default beyond any applicable cure period under any agreement with us or our affiliates, including any Franchise Agreement.
g. "Cause" defined-curable defaults	Section 13.A.(13)	You have 10 days to cure monetary defaults. You have 30 days to cure defaults other than those discussed in paragraph h. below.
h. "Cause" defined –non-curable defaults	Section 13.A.(1-12)	Non-curable defaults include: failure to obtain site acceptance on schedule; failure to open and operate the scheduled number of Franchised Restaurants; beginning construction before receipt of fully-executed Franchise Agreement; insolvency; bankruptcy; execution levied against your business or property; material breach of covenants; transfer without our prior written consent; material misrepresentation; falsification of reports; felony conviction; default beyond cure period under other agreements with us or our affiliates, any real estate or equipment lease or financing instrument relating to a Franchised Restaurant or any agreement with any vendor or supplier to a Franchised Restaurant; material breach of any representation or warranty; and default after receipt of 2 or more notices of default within 12 months.
i. Your obligations on termination/non-renewal	Section 14	Obligations include: forfeiture of right to develop; return of materials to CJR; continued observance of covenants; payment of amounts due CJR; forfeiture of Development Fee; no operation of business under any name or in any manner that suggests connection to CJR and our affiliates; and cease use of CJR materials.

Provision	Section In Development Agreement	Summary
j. Assignment of contract by us	Section 9	There are no restrictions on our right to assign.
k. "Transfer" by you-defined	Section 10.A.	Includes sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any direct or indirect interest in you or the Development Agreement, or any other assets pertaining to your operations under the Development Agreement.
l. Our approval of transfer by you	Sections 10.B. and 10.G.	Unless otherwise expressly permitted, you must obtain our prior written consent for any Transfer (as defined in the Development Agreement).
m. Conditions for our approval of transfer	Sections 10.B. and 10.C.	Conditions include: qualified transferee; reasonable sales price; payment of amounts due; no default on any agreement with CJR or its affiliates; no default beyond the applicable cure period under any real estate or equipment lease or financing instrument relating to the Franchised Restaurant or any agreement with any vendor or supplier to the Franchised Restaurant; signed release; completed development training programs; compliance with all obligations to us or our affiliates under transferee's and each of transferee's affiliates development and franchise agreements with us or our affiliates; payment of transfer fee; and agreements signed.
n. Our right of first refusal to acquire your business	Section 10.J.	CJR can match any offer for your business.
o. Our option to purchase your business	Not Applicable	
p. Your death or disability	Section 10.G.(1)(b)	Transfer to your spouse, children, parents, sibling or a member of your Continuity Group is allowed.
q. Non-competition covenants during the term of the franchise	Section 12.C.	Except with our consent - no diversion of any business or customer to any competitor; no interest in any restaurant business: (i) whose sales of Designated Entrée Items during any daypart are reasonably likely to account collectively for 20% or more of the restaurant's sales of all entrée items during that daypart, (ii) that features or promotes any Designated Entrée Item in its advertising, or (iii) that operates in a quick-service format (with or without table service). "Designated Entrée Items" means any hamburger sandwich, chicken sandwich, breakfast sandwich and any other entrée item of a type designated by us as part of the Carl's Jr. System at any time during the term of the Development Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 12.C.	No activity as described in paragraph q. above for 2 years within your Development Territory, within 2 miles of its border and within a 2-mile radius of any then-existing Carl's Jr. Restaurant.
s. Modification of the agreement	Section 20	No modification generally without signed agreement, but CJR may modify the Carl's Jr. System and the Development Guide.
t. Integration/merger clause	Section 20	Only the terms of the Development Agreement, the Development Guide, the documents referred to in and the attachments to the Development Agreement are binding. Any other oral or written promises related to the subject matter of the Development Agreement may not be enforceable. This is not intended to disclaim any representation made in this disclosure document.

Provision	Section In Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	Not Applicable	
v. Choice of forum	Section 22.B.	Subject to applicable state law, you can only file suit where our principal offices are located. We may file suit in the jurisdiction where our principal offices are located, where you reside or do business, where the Development Territory or any Franchised Restaurant is or was located or where the claim arose.
w. Choice of law	Section 22.A.	Subject to applicable state law, Tennessee law applies.

FRANCHISE AGREEMENT

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A.	20 years from the date the Franchised Restaurant opens for business.
b. Renewal or extension of the term	Section 2.B.	You can renew for a Renewal Term of 10 years or, at your option, 5 years.
c. Requirements for you to renew or extend	Section 2.B.	In order to renew at the end of the Initial Term you must: give timely notice; sign general release; comply with training requirements; be in good standing; not be in default under any agreement with us and our affiliates; not be in default beyond the cure period under any real estate or equipment lease or financing instrument relating to the Franchised Restaurant or any agreement with any vendor or supplier to the Franchised Restaurant; have the right to remain in possession of the Franchised Location for the Renewal Term; remodel in accordance with our then-current standards; and pay a renewal fee. You must also sign our then-current form of Franchise Agreement, the terms of which likely will differ from your original Franchise Agreement, including, without limitation, those relating to royalty fees and advertising obligations.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 21	We may terminate upon default, which includes, but is not limited to, remaining in default beyond any applicable cure period under any agreement with us or our affiliates, including any Development Agreement.
g. "Cause" defined– curable defaults	Section 21.B.	You have 10 days to cure monetary defaults. You have 30 days to cure all other defaults except those discussed in paragraph h. below.
h. "Cause" defined – non-curable defaults	Sections 21.A., 21.B.(3) & 21.C.	Non-curable defaults include: closure of Franchised Restaurant for more than 5 days; insolvency; bankruptcy; execution levied on your business or property; foreclosure; material breach of covenants; transfer without our prior written consent; material misrepresentation; falsification of reports; failure to open Franchised Restaurant within 60 days after opening is authorized; imminent danger to public health or

Provision	Section In Franchise Agreement	Summary
		safety; loss of possession of Franchised Location; felony conviction; breach of representation or warranty; default beyond cure period under other agreements with us or our affiliates; default after receipt of 2 or more notices of default within previous 12 months; and receipt of second consecutive failing score on an inspection.
i. Your obligations on termination/nonrenewal	Section 22	Obligations include: immediately cease operating the Franchised Restaurant; payment of amounts due; return OPM; continued observance of covenants; discontinue use of Proprietary Marks; complete de-identification of the Franchised Restaurant; and upon termination based on your default, payment of future lost royalties.
j. Assignment of contract by us	Section 17	There are no restrictions on our right to assign.
k. "Transfer" by you-defined	Section 18.A.	Includes sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any direct or indirect interest in you, the Franchise Agreement, the Franchise, the Franchised Restaurant, the assets of the Franchised Restaurant, the Franchised Location or any other assets pertaining to your operations under the Franchise Agreement.
l. Our approval of transfer by you	Sections 18.B & 8.G.	Unless otherwise expressly permitted, you must obtain our prior written consent for any Transfer (as defined in the Franchise Agreement).
m. Conditions for our approval of transfer	Sections 18.B.-C.	Conditions include: transferee qualified; reasonable sales price; payment of amounts due; no default under any agreement with CJR or its affiliates; no default beyond the applicable cure period under any real estate or equipment lease or financing instrument relating to the Franchised Restaurant or agreement with any vendor or supplier to the Franchised Restaurant; signed release; transferee must complete training; compliance with all obligations to us or our affiliates under transferee's and each of transferee's affiliates development and franchise agreements with us or our affiliates; remodeling, maintenance and facility upgrades to modernize Franchised Restaurant to current image; transfer fee paid; and agreements signed.
n. Our right of first refusal to acquire your business	Section 18.J.	We or our designee can match any offer for your business.
o. Our option to purchase your business	Section 23	We can purchase some or all of your assets upon expiration or earlier termination of the Franchise Agreement at a price agreed upon or set by appraisers.
p. Your death or disability	Section 18.G.(1)(b)	Transfer to your spouse, children, parent, sibling or member of your Continuity Group is allowed.
q. Non-competition covenants during the term of the franchise	Section 20.C.	Except with our consent - no diversion of any business or customer to any competitor; no interest in any restaurant business or sale of real property to a restaurant business (i) whose sales of Designated Entrée Items during any daypart are reasonably likely to account collectively for 20% or more of the restaurant's sales of all entrée items during that daypart, (ii) that features or promotes any Designated Entrée Item in its advertising, or (iii) that operates in a quick-service format (with or without table service). "Designated Entrée Items" means any hamburger sandwich, chicken

Provision	Section In Franchise Agreement	Summary
		sandwich, breakfast sandwich and any other entrée item of a type designated by us as part of the System at any time during the term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 20.C.;	No activity as described in paragraph q. above for 2 years within a 2-mile radius of the Franchised Location or within a 2-mile radius of any then-existing Carl's Jr. Restaurant.
s. Modification of the agreement	Section 29	No modification generally without signed agreement, but CJR may modify the System and the OPM.
t. Integration/merger clause	Section 29	Only the terms of the Franchise Agreement, the OPM, the documents referred to in and the attachments to the Franchise Agreement are binding. Any other oral or written promises related to the subject matter of the Franchise Agreement may not be enforceable. This is not intended to disclaim any representation made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	
v. Choice of forum	Section 31.B.	Subject to applicable state law, you can only file suit where our principal offices are located. We may file suit in the jurisdiction where our principal offices are located, where you reside or do business, where the Franchised Restaurant is or was located or where the claim arose.
w. Choice of law	Section 31.A.	Subject to applicable state law, Tennessee law applies.

NOTES

Certain states require franchisors to make additional disclosures related to the information contained in this disclosure document. These disclosures are contained in Exhibit K to this disclosure document.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-operated 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 this 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.

~~**BACKGROUND**~~

~~This~~The financial performance representation ~~consists of three sections. In Section I & II, we provide certain financial information for our~~included below shows the average revenue for our 56 Carl's Jr. Travel Center and Gas and Convenience Center ~~franchised r~~Restaurants (as defined below) that were ~~open and in~~ operat~~ion~~ed by our franchisees during the ~~52~~ entire 53 week time period ~~extending from~~of January ~~31, 2023 through~~30, 2024 to January ~~29 2024 ("FY24" or~~ 27, 2025 (the "~~FY24~~FY25 Period"). ~~In Section III of this financial performance representation, we present average historical FY24 revenue and associated costs and expenses for those freestanding franchised Carl's Jr. restaurants ("Freestanding Restaurant") that have shared financial information with us via the online iLumen portal. Franchise rights for a Freestanding Restaurant are offered under a separate franchise disclosure document.~~

At the end of FY25 we had 1,571 franchised and company-operated restaurants open and operating in the United States. Of the 976 restaurants excluded from this financial performance representation: (i) 950 restaurants operate from a freestanding location – meaning, the restaurant is located in a single tenant building, not attached to any other structures, (ii) 25 restaurants operate from a college, university, toll plaza, end-cap, inline or airport, and (iii) 1 restaurant did not provide us with complete revenue data for the entire FY25 time period.

Average Revenue FY25
Franchised Carl's Jr. Travel Center and Gas and Convenience Restaurants[1]

Average Revenue[2]	$1,586,460
Median Revenue	$1,559,367
# Met / Exceeded Average	28
% Met / Exceeded Average	56%
Lowest	$343,875
Highest	2,516,000

Table Notes

1. ~~The restaurants included in Section I and II of this financial performance representation are all franchisee operated Carl's Jr.~~ Travel Center and Gas and Convenience Center Restaurants. The restaurants ~~located in the United States~~included in this financial performance representation are considered either a "Travel Center" or a "Gas and Convenience Center" Carl's Jr. restaurant. A Carl's Jr. restaurant is considered a "Travel Center" if it is located off an interstate or a limited highway exit that focuses on services to the trucking industry and provides services that include fuel, showers, restrooms, convenience items, food and truck parking and services. A Carl's Jr. restaurant is considered a "Gas and Convenience Center" if its primary focus is on non-commercial fuel service and convenience items including freshly made foods.
~~The restaurants included in Section III of this financial performance representation are all franchised Freestanding Restaurants located in the United States. A Carl's Jr. restaurant is considered a "Freestanding Restaurant" if it is located in a single tenant building, not attached to any other structures.~~ This financial performance representation does not include information for ~~franchised~~ Carl's Jr. restaurants operated from freestanding restaurants, colleges and universities, and airports. Further, ~~franchised~~ Carl's Jr. restaurants located outside the United States are not

included in this financial performance representation. ~~This financial performance representation does not include information regarding any company owned or operated Carl's Jr. restaurants.~~

~~**Section I: Travel Center Revenue FY24**~~

~~In this Section I, we present certain historical financial and operational performance information for 45 Travel Center franchised Carl's Jr. restaurants that were operated by our franchisees for all of FY24.~~

~~At the end of FY24 we had 1,014 franchised Carl's Jr.~~ restaurants ~~open and operating in the United States. For purposes of this Section I, we excluded 968 franchised restaurants for the following reasons: (i) 967 restaurants operate from a freestanding restaurant, gas and convenience center, college, university, toll plaza, or airport – meaning, they do not operate from a Travel Center location, and (ii) 1 Travel Center restaurant that did not provide us with complete revenue data for the entire FY24 Period.~~

~~For purposes of this Section I, we separated the 45 remaining Travel Center restaurants into two groups based on when they first opened for business (i) "2018 and Prior" are those Travel Center restaurants which first opened for business in calendar year 2018 and earlier, (ii) "2019 – 2022" are those Travel Center restaurants which first opened for business in calendars years 2019, 2020, 2021 and 2022. We have not independently audited or verified the accuracy of data provided to us by franchisees.~~

~~**Table 1: Travel Center Revenue FY24**~~

~~Values~~	~~2018 and Prior~~	~~2019 – 2022~~	~~All Locations~~
~~Count of Unit #~~	~~39~~	~~6~~	~~45~~
~~Average of FY24~~	~~$1,664,817~~	~~$1,680,456~~	~~$1,666,902~~
~~Average of Age~~	~~12.4~~	~~3.3~~	~~11.2~~

~~Table Notes:~~

2. Revenue. Revenue includes all revenue from the sale of all services and products (except CJR-approved promotional items) and all other income of every kind and nature (excluding revenue from the sale of stored value gift cards or gift certificates but including revenue when gift certificates are redeemed or stored value gift cards are debited), whether for cash or credit and regardless of collection in the case of credit; provided, however, that Revenue does not include sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority. ~~The above definition of "revenue" is designated as "Gross Sales" in the Carl's Jr. franchise agreement. "Revenue" information for this Table 1 was obtained from Carl's Jr. point of sale system (if utilized by the franchised restaurant) or self-reported to CJR by the franchisee.~~

~~Below are the median, low, and high ranges, and number and percentage of Travel Center restaurants that attained or exceeded the average revenue numbers presented in Table 1 above.~~

~~Values~~	~~2018 and Prior~~	~~2019 – 2022~~	~~All Locations~~
~~Median FY24 Revenue~~	~~$1,679,821~~	~~$1,596,789~~	~~$1,639,997~~
~~Lowest FY24 Revenue~~	~~$720,961~~	~~$1,145,587~~	~~$720,961~~
~~Highest FY24 Revenue~~	~~$2,590,776~~	~~2,162,527~~	~~$2,590,776~~
~~# Met/Exceeded Avg~~	~~20~~	~~2~~	~~22~~
~~% Met/Exceeded Avg~~	~~51%~~	~~33%~~	~~49%~~

Section II: Gas and Convenience Center Revenue FY24

In this Section II, we present certain historical financial and operational performance information for 8 Gas and Convenience Center franchised Carl's Jr. restaurants that were operated by our franchisees for all of FY24.

At the end of FY24 we had 1,014 franchised Carl's Jr. restaurants open and operating in the United States. For purposes of this Section II, we excluded 1,006 franchised restaurants that operate from a freestanding restaurant, Travel Center store, college, university, toll plaza, or airport – meaning, they do not operate from a Gas and Convenience Center location. No Gas and Convenience Center locations were excluded from this analysis.

For purposes of this Section II, we separated the 8 restaurants into 1/2's based on Average FY24 Revenue, with the "Top 1/2" reflecting the 4 restaurants with the highest Revenues for FY24, the "Bottom 1/2" reflecting the 4 restaurants with the lowest Revenues for FY24. Average FY24 Revenue included in this Section II is calculated based on information reported to us by our franchisees. We have not independently audited or verified the accuracy of data provided to us by franchisees.

Table 2: Gas and Convenience Center Revenue FY24

Values	Top 1/2	Bottom 1/2	All Locations
# of Carl's Jr	4	4	8
Average of FY24	$1,348,502	$709,393	$1,028,948

Below are the median, low, and high ranges, and number and percentage of Gas and Convenience Center restaurants that attained or exceeded the average revenue numbers presented in Table 2 above.

Values	Top 1/2	Bottom 1/2	All Locations
Median FY24 Revenue	$1,188,032	$760,032	$1,032,111
Lowest FY24 Revenue	$1,042,576	$295,861	$295,861
Highest FY24 Revenue	$1,975,369	$1,021,645	$1,975,369
# Met/Exceeded Avg	1	2	4
% Met/Exceeded Avg	25%	50%	50%

Section III: Freestanding Restaurants FY24 Revenue and Costs Analysis

In this Section III, we present the historical FY24 average revenue data for 138 Freestanding Restaurants that provided us with full year FY24 profit and loss (P&L) data through the online financial reporting portal, iLumen. iLumen is a financial reporting portal which permits parties to upload historical financial data – including revenue, cost, and expense information. The revenue, cost and expense information included in this Section III is based on the actual revenue and cost and expense information reported to us by these franchisees via the iLumen portal. We have not independently audited or verified the accuracy of the data provided to us by our franchisees, including verifying the information entered into iLumen by the 138 franchisees.

Because only 138 franchisees provided us with the proper historical financial data – including revenue, cost, and expense information, we eliminated the balance of the 876 franchised Carl's

restaurants open and operating at year end FY24 (1,014) from having their financial data included in Table 3.

For the purposes of this Section III, we divided 138 restaurants into 3 groups based on their Average FY24 Revenue reported in iLumen. The "Top 1/3" consists of the 46 restaurants with the highest revenues for FY24. The "Bottom 1/3" includes the 46 restaurants with the lowest revenues for FY24. The "Mid 1/3" contains the 46 restaurants whose FY24 revenues fall between the Top 1/3 and Bottom 1/3 groups. The Average Revenue data in this Section III is based on reports from our franchisees operating Freestanding restaurants and has not been independently audited or verified by us.

Table 3: FY24 Revenue and Cost Analysis
(Franchised Carl's Freestanding Restaurants)

Values	Top 1/3	Mid 1/3	Bottom 1/3	All Locations
# of Stores	46	46	46	138
Revenue	**$2,039,104**	**$1,443,757**	**$1,046,221**	**$1,509,694**
Food & Paper	$479,985	$352,108	$264,068	$365,387
Direct Labor	$465,353	$353,584	$283,468	$367,468
% of Revenue	**Top 1/3**	**Mid 1/3**	**Bottom 1/3**	**All Locations**
Food & Paper	23.5%	24.4%	25.2%	24.2%
Direct Labor	22.8%	24.5%	27.1%	24.3%

Table Notes

1. See the notes to Table 1 above for the definition of "Revenue."
2. Food & Paper. Total Food & Paper includes all food, paper and distribution costs, less supplier rebates.
3. Direct Labor. Direct Labor includes hourly wages, hourly overtime, hourly PTO, labor penalties, and payroll taxes. A franchisee's Direct Labor costs will vary depending on the amount of vacation time granted, the amount and type of insurance coverage provided to employees, the size of the franchisee's total employment base and specific local requirements. Direct Labor does not include costs such as general manager salaries, manager bonuses, PTO, stipends, Interim General Manager wages, recruiting expenses, and restaurant benefits (including those for full-time, hourly staff). These costs can vary based on vacation time, insurance coverage, the size of the employment base, and local requirements.

Below, please find the median, lowest, and highest, and number and percentage of Freestanding Restaurants that attained or exceeded the average revenue numbers presented in Table 3 above.

Values	Top 1/3	Mid 1/3	Bottom 1/3	All Locations
Median FY24 Revenue	$1,884,548	$1,462,863	$1,065,801	$1,462,863
Lowest FY24 Revenue	$1,589,779	$1,252,387	$748,824	$748,824
Highest FY24 Revenue	$3,516,111	$1,572,944	$1,251,770	$1,251,770
# Met/Exceeded Avg	18	26	24	61
% Met/Exceeded Avg	39%	57%	52%	44%

* * *

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

Written substantiation of the financial performance representation will be made available to you upon reasonable request. However, we will disclose the identity, revenue or other items of income or expense of any particular Company-Operated Restaurant only in connection with the sale of that Company-Operated Restaurant.

You are responsible for developing your own business plan for your franchised restaurant, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business and legal advisors and to make necessary allowances for changes in financial results to income, expenses or both. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised restaurant. Franchisees or former franchisees listed in the disclosure document may be one source of this information.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kerry Olson, Chief People and Legal Officer, ~~General Counsel, and Secretary,~~ 6700 Tower Circle, Suite 1000, Franklin, TN 37067, (615) 538-9260, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Restaurant Summary
For Fiscal Years ~~2022-2024~~2023-2025[1]

Restaurant Type	Year	Restaurants at Start of the Year	Restaurants at End of the Year	Net Change
~~Franchised~~	~~2022~~	~~1031~~	~~1018~~	~~-13~~
Franchised	2023	1018	1020	+2
	2024	1020	1014	-6
~~Company-Operated~~	~~2022~~2025	~~48~~1014	~~48~~982	~~0~~-32
Company-Operated	2023	48	49	+1
	2024	49	49	0
~~Total Outlets~~	~~2022~~2025	~~1079~~49	~~1066~~50	~~-13~~+1
Total Outlets	2023	1066	~~1068~~1069	~~+2~~+3
	2024	~~1068~~1069	1063	~~-5~~-6
	2025	1063	1032	-31

Systemwide Dual Concept Restaurant Summary*
For Fiscal Years ~~2022-2024~~2023-2025[1] [2]

Restaurant Type	Year	Restaurants at Start of the Year	Restaurants at End of the Year	Net Change
~~Franchised~~	~~2022~~	~~326~~	~~270~~	~~-56~~
Franchised	2023	270	269	-1
	2024	269	262	-7
~~Company-Operated~~	~~2022~~2025	~~5~~262	~~0~~107	~~-5~~-155
Company-Operated	2023	0	0	0
	2024	0	0	0
~~Total Outlets~~	~~2022~~2025	~~331~~0	~~270~~0	~~-61~~0
Total Outlets	2023	270	269	-1
	2024	269	262	-7
	2025	262	107	-155

*The Restaurants included in this table are also included in the preceding table.

Table No. 2
Transfers of Restaurants from Franchisees to New Owners
(Other than to CJR, Its Predecessor or Their Affiliates)
For Fiscal Years ~~2022-2024~~2023-2025[1]

State	Year	Number of Transfers
AZ	2023	3
	2024	3
~~AZ~~	~~2022~~2025	0
CA	2023	~~3~~81
	2024	~~3~~10
~~CA~~	~~2022~~2025	~~1~~0
CO	2023	~~81~~0
	2024	~~10~~0
~~CO~~	~~2022~~2025	~~0~~7
NV	2023	0
	2024	~~0~~6
~~ID~~	~~2022~~2025	~~4~~0
NM	2023	0
	2024	~~0~~3

State	Year	Number of Transfers
~~NV~~	~~2022~~2025	0
TX	2023	0
	2024	~~6~~11
~~NM~~	~~2022~~2025	~~0~~2
UT	2023	~~0~~10
	2024	~~3~~0
~~TX~~	~~2022~~2025	0
WA	2023	0
	2024	~~1~~0
~~UT~~	~~2022~~2025	~~3~~2
WY	2023	~~1~~0
	2024	0
~~TOTAL~~	~~2022~~2025	~~3~~1
TOTAL	2023	94
	2024	33
	2025	12

Transfers of Dual Concept Restaurants from Franchisees to New Owners (Other than to CJR, Its Predecessor or Their Affiliates) For Fiscal Years ~~2022-2024~~2023-2025[1] [2] *

State	Year	Number of Transfers
CA	2023	1
~~CA~~	~~2022~~2024	0
	2025	0
UT	2023	1
	2024	0
~~UT~~	~~2022~~2025	0
TOTAL	2023	~~1~~2
	2024	0
~~TOTAL~~	~~2022~~2025	0
	~~2023~~	~~2~~
	~~2024~~	~~0~~

*The Restaurants included in this table are also included in the preceding table.

Table No. 3
Status of Franchised Restaurants
For Fiscal Years ~~2022-2024~~2023-2025[1] [2]

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year
AK	~~2022~~2023	4	0	0	0	0	0	4
	~~2023~~2024	4	0	0	0	0	0	4
	~~2024~~2025	4	0	0	0	0	0	4
~~AZ~~	~~2022~~	~~70~~	~~0~~	~~0~~	~~1~~	~~0~~	~~0~~	~~69~~
AZ	2023	69	1	0	0	0	0	70
	2024	70	3	0	0	0	0	73
~~CA~~	~~2022~~2025	~~628~~73	2	0	~~6~~1	0	~~10~~1	~~614~~73
CA	2023	614	1	0	0	0	2	613
	2024	613	2	0	1	1	8	605
~~CO~~	~~2022~~2025	~~43~~605	1	0	~~0~~3	~~0~~1	~~0~~14	~~44~~588
CO	2023	44	1	0	0	0	0	45
	2024	45	2	0	0	0	0	47
~~HI~~	~~2022~~2025	~~2~~47	~~0~~1	0	0	0	0	~~2~~48
FL	2023	~~2~~0	0	0	0	0	0	~~2~~0
	2024	~~2~~0	0	0	0	0	0	~~2~~0
~~ID~~	~~2022~~2025	~~20~~0	~~0~~1	0	0	0	0	~~20~~1
HI	2023	~~20~~2	0	0	0	0	0	~~20~~2
	2024	~~20~~2	0	0	0	0	~~1~~0	~~19~~2
~~LA~~	~~2022~~2025	~~3~~2	0	0	0	0	~~3~~0	~~0~~2
ID	2023	~~0~~20	0	0	0	0	0	~~0~~20
	2024	~~0~~20	~~1~~0	0	0	0	~~0~~1	~~1~~19
~~NV~~	~~2022~~2025	~~43~~19	~~1~~0	0	0	0	1	~~43~~18
LA	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
		1	0	0	0	0	0	1

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year
	2025							
NV	2023	43	0	0	0	0	0	43
	2024	43	1	0	0	0	0	44
~~NM~~	~~2022~~2025	~~16~~44	0	0	0	0	~~0~~3	~~16~~41
NM	2023	16	0	0	0	0	0	16
	2022	16	0	0	0	0	0	16
~~OK~~	~~2022~~2025	~~38~~16	0	0	0	0	~~0~~1	~~38~~15
OK	2023	38	0	0	0	0	0	38
	2024	38	0	0	0	0	2	36
~~OR~~	~~2022~~2025	~~56~~36	0	0	0	0	~~0~~9	~~56~~27
OR	2023	56	2	0	0	0	0	58
	2024	58	0	0	0	0	0	58
~~TX~~	~~2022~~2025	~~31~~58	0	0	0	0	0	~~31~~58
TX	2023	31	1	0	0	0	0	32
	2024	32	0	1	0	0	1	30
~~UT~~	~~2022~~2025	~~44~~30	0	0	0	0	0	~~44~~30
UT	2023	44	0	0	0	0	2	42
	2024	42	0	0	0	0	0	42
~~WA~~	~~2022~~2025	~~34~~42	0	0	0	0	~~0~~3	~~34~~39
WA	2023	34	0	0	0	0	0	34
	~~2023~~2024	34	0	0	0	0	0	34
~~WY~~	~~2022~~2025	~~2~~34	~~1~~2	0	0	0	~~0~~2	~~3~~34
WY	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~TOTAL~~	~~2022~~2025	~~1031~~3	~~5~~0	0	~~6~~0	0	~~1~~20	~~1018~~3
TOTAL	2023	1018	6	0	0	0	4	1020
	2024	1020	9	1	1	1	12	1014

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year
	2025	1014	7	0	4	1	34	982

Status of Franchised Dual Concept Restaurants
For Fiscal Years ~~2022–2024~~[1] 2023-2025[(1)] [(2)] *

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year
~~AZ~~	~~2022~~	~~14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~14~~
AZ	2023	14	0	0	0	0	0	14
	2024	14	0	0	0	0	0	14
~~CA~~	~~2022~~2025	~~250~~14	0	0	0	0	~~31~~14	~~219~~0
CA	2023	219	0	0	0	0	1	218
	2024	218	0	0	0	0	3	215
~~CO~~	~~2022~~2025	~~7~~ 215	0	0	0	0	~~4~~113	~~3~~102
CO	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~HI~~	~~2022~~2025	~~1~~3	0	0	0	0	0	~~1~~3
HI	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~ID~~	~~2022~~2025	~~11~~1	0	0	0	0	0	~~11~~1
ID	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	2	9
~~OK~~	~~2022~~2025	~~13~~ 9	0	0	0	0	~~2~~9	~~11~~0
OK	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	1	10
~~OR~~	~~2022~~2025	~~1~~ 10	0	0	0	0	~~0~~10	~~1~~0
OR	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
~~TX~~	~~2022~~2025	~~2~~0	0	0	0	0	~~2~~0	0

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year
TX	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
~~UT~~	~~2022~~2025	~~1~~9	0	0	0	0	~~1~~8	~~1~~0
UT	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~WA~~	~~2022~~2025	~~9~~ 1	0	0	0	0	~~0~~1	~~9~~0
WA	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
~~TOTAL (14)~~	~~2022~~2025	~~32~~69	0	0	0	0	~~5~~68	~~27~~01
TOTAL (14)	2023	270	0	0	0	0	1	269
	2024	269	0	0	0	0	7	262
	2025	262	0	0	0	0	155	107

*The Restaurants included in this table are also included in the previous table.

Table No. 4
Status of Company-Operated Restaurants
For Fiscal Years ~~2022–2024~~2023-2025(1) (2)

State	Year	Restaurants at Start of the Year	Restaurants Opened	Restaurants Reacquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
~~CA~~	~~2022~~	~~48~~	~~0~~	~~0~~	~~0~~	~~0~~	~~48~~
CA	2023	48	1	0	0	0	49
	2024	49	0	0	0	0	49
~~TOTAL~~	~~2022~~2025	~~48~~49	0	~~0~~1	0	0	~~48~~50
TOTAL	2023	48	1	0	0	0	49
	2024	49	0	0	0	0	49
	2025	49	0	1	0	0	50

Status of Company-Operated Dual Concept Restaurants
For Fiscal Years ~~2022-2024~~2023-2025[1] [2] *

State	Year	Restaurants at Start of the Year	Restaurants Opened	Restaurants Reacquired From Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
CA	~~2022~~2023	~~5~~0	0	0	~~5~~0	0	0
	~~2023~~2024	0	0	0	0	0	0
	~~2024~~2025	0	0	0	0	0	0
TOTAL (4)	~~2022~~2023	~~5~~0	0	0	~~5~~0	0	0
	~~2023~~2024	0	0	0	0	0	0
	~~2024~~2025	0	0	0	0	0	0

*The Restaurants included in this table are also included in the previous table.

Table No. 5
Projected Openings of Carl's Jr. Restaurants
As of January ~~29~~27, ~~2024~~2025

State	Franchise Agreements Signed But Restaurant Not Opened	Projected New Franchised Restaurants In Next Fiscal Year	Projected New Company-Operated Restaurants In Next Fiscal Year
Arizona	~~3~~0	~~2~~0	0
California	2	~~2~~1	0
Colorado	~~0~~2	2	0
Florida	~~1~~0	~~1~~0	0
Nevada	~~0~~1	~~1~~2	0
Washington	~~1~~0	~~2~~0	0
Total	~~7~~5	~~10~~5	0

NOTES

(1) The numbers for ~~2022~~2023 through ~~2024~~2025 are as of our fiscal year end. Our fiscal year runs from the Tuesday subsequent to the last Monday in January through the last Monday in January of the next calendar year.

(2) If multiple events occurred affecting a Dual Concept Restaurant, this table shows the event that occurred last in time.

During the last three fiscal years, we have signed confidentiality clauses with current or former franchisees that may restrict them from speaking openly with you about their experiences with us or our predecessor.

Attached as Exhibit H is a list of the name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of the Carl's Jr. franchisees that had a franchised

restaurant terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement, including in connection with a transfer, during the fiscal year ended January ~~29~~27, ~~2024~~2025; or failed to communicate with our predecessor within 10 weeks of the application date of this disclosure document. Franchised Dual Concept Restaurants are indicated in Exhibit I. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Attached as Exhibit I is a list of the addresses and telephone numbers of all Carl's Jr. and Dual Concept franchised locations and the name of the franchisee for each franchised location as of January ~~29~~27, ~~2024~~2025.

* * *

The Star Franchise Association ("SFA") is an independent organization comprised of over 75 Carl's Jr. and Dual Concept franchisees representing over 1,020 Carl's Jr. and Dual Concept Restaurants in the Western United States. You may contact SFA's coordinator, Calina Borja, via telephone ((866) 655-4900), email (calina@starfran.com)). SFA's website is www.starfran.com.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit J are the audited combined consolidated financial statements of the Securitization Entities (Carl's Jr. Restaurants LLC, Carl's Jr. SPV Guarantor LLC, Carl's Jr. Funding LLC, Hardee's Restaurants LLC, Hardee's SPV Guarantor LLC and Hardee's Funding LLC), which comprise (1) the combined consolidated balance sheets as of January 27, 2025 and January 29, 2024~~ and January 30, 2023~~, and the related combined consolidated statements of income, members' deficit, and cash flows for the fiscal years then ended, and the related notes to the combined consolidated financial statements; and (2) the combined consolidated balance sheets as of January 29, 2024 and January 30, 2023~~ and January 31, 2022~~, and the related combined consolidated statements of income, members' deficit, and cash flows for the fiscal years then ended, and the related notes to the combined consolidated financial statements. Each of the CKE Securitization Entities (other than CJR) has agreed absolutely and unconditionally to guarantee to assume our duties and obligations under the franchise agreements entered into by us, should we become unable to perform our duties and obligations. A copy of those guarantees are attached as part of Exhibit J to this disclosure document.

Also attached as Exhibit J are the audited consolidated financial statements for CJR's indirect corporate parent, CKE Restaurants Holdings, Inc. ("CKR") (formerly known as CKE Restaurants, Inc.), which comprise (1) consolidated balance sheets as of January 27, 2025 and January 29, 2024~~ and January 30, 2023~~, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements; and (2) consolidated balance sheets as of January 29, 2024 and January 30, 2023~~ and January 31, 2022~~, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements. As noted in Item 1, CKR will be providing required support and services to franchisees under a Management Agreement with us. CKR's financial statements are being provided for disclosure purposes only. CKR is not a party to any agreement that we sign with franchisees, nor does CKR guarantee our obligations under any agreement that we sign with franchisees.

~~Also attached as part of Exhibit J are (1) the CKE Securitization Entities unaudited condensed combining consolidating balance sheet as of August 12, 2024 and unaudited condensed combining consolidating statement of operations for the twenty-eight weeks ended August 12, 2024; and (2) the~~

~~CKR unaudited condensed consolidated balance sheet and unaudited condensed consolidated statement of income for the twenty-eight weeks ended August 12, 2024.~~

ITEM 22
CONTRACTS

The following agreements related to a Franchised Restaurant are attached as exhibits to this disclosure document:

Exhibit C	Development Agreement
Exhibit D	Franchise Agreement (including Guarantee and Assumption, Franchise Information (Appendix A), Weekly Royalty Fee (Appendix B), Franchisee's Advertising and Promotion Obligation (Appendix C), Ownership Interests (Appendix D), Acknowledgement Addendum (Appendix E), Commencement Date Agreement (Appendix F), Lease Addendum (Appendix G), ACH Authorization Form (Appendix H), and Star University License Agreement (Appendix I)
Exhibit E	Preliminary Agreement
Exhibit F	Confidentiality Agreement
Exhibit G-1	Software Support Agreement for PAR Brink and CrunchTime
Exhibit G-2	OLO Authorized Operator Agreement
Exhibit L	Development Incentive Program Addenda to Franchise Agreement
Exhibit M	Renewal Addendum

ITEM 23
RECEIPTS

The last two pages of this disclosure document are detachable receipt pages. Please sign and date each of them as of the date you received this disclosure document and return one copy to us.

EXHIBIT A

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California:

Commissioner
Department of Financial Protection & Innovation
1-866-275-2677

Los Angeles:

320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

Sacramento:

2101 Arena Blvd.
Sacramento, CA 95834
(916) 445-7205

San Diego:

1350 Front Street, Room 2034
San Diego, CA 92101-3697
(619) 525-4233

San Francisco:

One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972-8559

Hawaii:

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
King Kalakaua Building
335 Merchant Street
Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois:

Illinois Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana:

Alex Glass Securities
Commissioner Indiana
Securities Division
Room E-111
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

Maryland:

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan:

Attn: Franchise Section
Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
G. Mennen Williams Bldg., 1st Floor
Lansing, MI 48933
(517) 373-7117

Minnesota:

Commissioner
Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1600

New York:

Office of the Attorney General
New York State
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

North Dakota:

North Dakota Securities Department
State Capitol, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

Rhode Island:

Department of Business Regulation
Division of Banking and Securities
1511 Pontiac Avenue
John O. Pastore Complex–Bldg. 68-2
Cranston, RI 02920
(401) 462-9500

South Dakota:

Franchise Administrator
Department of Labor and Regulation
Division of Insurance-
Securities Regulation
124 S. Euclid, 2nd Floor
Pierre, SD 57501
(605) 773-3563

Virginia:

State Corporation Commission
Division of Securities &
Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington:

Securities Division
Department of Financial Institutions
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin:

Administrator
Department of Financial
Institutions
201 W. Washington Avenue
Madison, WI 53703
(608) 266-8557

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

CJR AGENTS FOR SERVICE OF PROCESS

Arizona:

Corporation Service Company
8825 N 23rd Avenue, Suite 100
Phoenix, AZ 85021

California:

Commissioner
Department of Financial Protection & Innovation:

Los Angeles
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Sacramento
2101 Arena Blvd.
Sacramento, CA 95834

San Diego
1350 Front Street, Room 2034
San Diego, CA 92101-3697

San Francisco
One Sansome Street, Suite 600
San Francisco, CA 94104

Delaware:

Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Hawaii:

Commissioner of Securities
Dep't of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street
Room 203
Honolulu, Hawaii 96813

CSC Services of Hawaii, Inc.
1003 Bishop Street
Suite 1600 Pauahi Tower
Honolulu, HI 96813

Idaho:

Corporation Service Company
12550 W. Explorer Drive, Suite 100
Boise, ID 83713

Indiana:

Indiana Secretary of State
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Minnesota:

Minnesota Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

New Mexico:

Corporation Service Company
MC-CSC1
726 E. Michigan, Dr., Suite 101
Hobbs, NM 88240

New York:

Secretary of State
New York State Department of State
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231

North Dakota:

North Dakota Securities Commissioner
State Capitol, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505

Oregon:

Corporation Service Company
1127 Broadway Street NE, Suite 310
Salem, OR 97301

South Dakota:

Director, Division of Insurance
Department of Labor and Regulation

124 S. Euclid, Suite 104
Pierre, SD 57501

Texas:

Corporation Service Company d/b/a
CSC - Lawyers Incorporating Service Company
211 E. 7th Street, Suite 620
Austin, TX 78701-3218

Utah:

Corporation Service Company
15 West South Temple, Suite 1701
Salt Lake City, Utah 84101

Washington:

Director of Securities
Securities Division
Department of Financial Institutions
150 Israel Road, SW
Tumwater, WA 98501

Corporation Service Company
300 Deschutes Way SW, Suite 304
Tumwater, WA 98501

Wisconsin:

Wisconsin Commissioner of Securities
Department of Financial Institutions
Division of Securities
201 W. Washington Ave., Suite 300
Madison, WI 53703

EXHIBIT C

DEVELOPMENT AGREEMENT

CARL'S JR. RESTAURANT DEVELOPMENT AGREEMENT

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CARL'S JR. RESTAURANT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of _____ by and between Carl's Jr. Restaurants LLC ("CJR"), a Delaware limited liability company, and _____ ("Developer").

RECITALS:

A. As a result of the expenditure of time, skill, effort and money, CJR and its predecessor have developed, and CJR owns, a unique and distinctive system ("Carl's Jr. System") relating to the development, establishment and operation of quick service restaurants ("Carl's Jr. Restaurants").

B. The Carl's Jr. System is identified by means of certain trade names, trademarks, service marks, trade dress, logos, insignias, slogans, emblems, symbols, designs, and any combination thereof or any other indicia of source (collectively "Proprietary Marks") which CJR owns and which CJR has designated or may in the future designate for use with the Carl's Jr. System. The Proprietary Marks used to identify the Carl's Jr. System, including the principal Proprietary Marks, may be modified by CJR from time to time.

C. CJR continues to develop, use and control the use of these Proprietary Marks in order to identify for the public the source of services and products marketed under the Proprietary Marks, the Carl's Jr. System, and to represent the Carl's Jr. System's high standards of quality, appearance and service.

D. Developer desires to be granted the opportunity, subject to the terms and conditions of this Agreement, to develop franchised Carl's Jr. Restaurants ("Franchised Restaurant(s)") in the limited geographic area described in attached Appendix A ("Development Territory").

E. Developer understands and acknowledges the importance of CJR's high and uniform standards of quality, operations and service and the necessity of developing Franchised Restaurants in strict conformity with this Agreement and the Development Guide.

F. CJR is willing to grant Developer the opportunity to develop Franchised Restaurants in the Development Territory, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of CJR's grant to Developer of the right to develop Franchised Restaurants in the Development Territory during the term of this Agreement ("Development Term"), as well as the mutual covenants, agreements and obligations set forth below, the parties agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS

A. Grant

CJR hereby grants to Developer, subject to the terms, conditions, provisions and limitations of this Agreement, the right to develop Franchised Restaurants in the Development Territory during the Development Term. The Development Term begins on the date this Agreement is signed by CJR and terminates on the first to occur of: **(1)** the date that the last Franchised Restaurant required by the Development Schedule in attached Appendix B opens for business; or **(2)** the date that the last Franchised Restaurant was required to be opened pursuant to the Development Schedule. There is no renewal term for this Agreement. Each Franchised Restaurant shall be located in the Development Territory at a specific location accepted by CJR.

B. Development Rights Only

This Agreement is not a license or a franchise agreement. It does not give Developer the right to operate Franchised Restaurants or use the Carl's Jr. System. In addition, this Agreement does not give Developer any right to license others to operate Franchised Restaurants or use the Carl's Jr. System. This Agreement only gives Developer the opportunity to enter into Franchise Agreements for the operation of Franchised Restaurants at locations in the Development Territory accepted by CJR. Each Franchised Restaurant developed pursuant to this Agreement shall be established and operated only in strict accordance with a separate Franchise Agreement.

C. Forms of Agreement

Developer acknowledges that, over time, CJR has entered, and will continue to enter, into agreements with other developers and franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that CJR and other developers and franchisees may have different rights and obligations does not affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

2. LIMITED EXCLUSIVE RIGHTS

The Carl's Jr. System (including the products sold under the Proprietary Marks) have been developed, and are designed, to function effectively in a wide variety of retail environments, many of which are not practically available to Developer. Accordingly, CJR reserves to itself the rights to: **(A)** operate and license others to operate Carl's Jr. Restaurants in the Development Territory that are located in travel plazas, gas stations or convenience stores; **(B)** operate and license others to operate Carl's Jr. Restaurants in the Development Territory that are located in airports, train stations, bus stations, toll plazas, stadiums, arenas, convention centers, military facilities, schools, colleges, universities, hospitals, recreational theme parks, business or industrial foodservice venues, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider, Indian reservations, casinos, "ghost" or "dark" kitchens or any similar captive or non-traditional "brick and mortar" locations (collectively, Captive Market Locations"); **(C)** award national or regional licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark; **(D)** develop and operate, and license others to develop and operate, restaurants other than Carl's Jr. Restaurants in the Development Territory; **(E)** merchandise and distribute products identified by some or all of the Proprietary Marks in the Development Territory through any other method or channel of distribution; and **(F)** sell and distribute products identified by some or all of the Proprietary Marks in the Development Territory to restaurants other than Carl's Jr. Restaurants,

provided those restaurants are not licensed to use the Proprietary Marks in connection with their retail sales.

Except as reserved in the preceding paragraph, CJR will not, during the Development Term, operate or license others to operate Carl's Jr. Restaurants in the Development Territory, provided Developer is in compliance with the terms of this Agreement and any other agreements with CJR or its affiliates and is current on all obligations due CJR and its affiliates. This Section 2 does not prohibit CJR or its affiliates from: **(1)** operating and licensing others to operate, during the Development Term, Carl's Jr. Restaurants at any location outside of the Development Territory; **(2)** operating and licensing others to operate, after this Agreement terminates or expires, Carl's Jr. Restaurants at any location, including in the Development Territory; and **(3)** operating and licensing others to operate at any location, during or after the Development Term, any type of restaurant other than a Carl's Jr. Restaurant.

The restrictions contained in this Section 2 apply only to CJR and do not apply to Carl's Jr. Restaurants under development or in operation in the Development Territory as of the date of this Agreement. Nothing shall prohibit CJR or its affiliates from operating or licensing a restaurant at any location in or outside the Development Territory, other than a restaurant in the Development Territory that primarily is identified by the name and mark "Carl's Jr."

3. DEVELOPMENT SCHEDULE

A. During the Development Term, Developer shall develop, open and continuously operate in the Development Territory the number of Franchised Restaurants specified in the Development Schedule in attached Appendix B. For each Franchised Restaurant to be developed during the Development Term, Developer shall first obtain CJR's written acceptance of the site. No later than 9 months after CJR's written acceptance of the site, Developer shall deliver to CJR a fully-signed lease or sublease for the Authorized Site (defined below) or proof of Developer's purchase of such site. The effective date of the lease or sublease, or the closing day of the purchase of the real property, shall be the "Property Control Date". Developer shall open the Franchised Restaurant no later than the Opening Date set forth in Appendix B. Strict compliance with the Development Schedule is essential to this Agreement. Any failure by Developer in fulfilling its obligations to develop and open any Franchised Restaurant when required by the Development Schedule or to obtain site acceptance by the date specified in the Development Schedule shall constitute a material, non-curable breach of this Agreement permitting CJR immediately to terminate this Agreement by giving written notice of termination to Developer. **Time is of the essence**.

B. Developer, as requested by CJR, shall prepare a development plan for the Development Territory. Among other things, the development plan may identify specific markets or trade areas in the Development Territory in which Developer will develop Franchised Restaurants, the number and type of Franchised Restaurants to be developed and the time periods in which Developer will develop Franchised Restaurants in each market or trade area. If prepared, any failure by Developer to timely comply with the development plan or any material aspect of the development plan shall constitute a material, non-curable breach of this Agreement, permitting CJR to terminate this Agreement immediately by giving written notice of termination to Developer.

C. The Initial Franchise Fee for each Franchised Restaurant required to be developed under this Agreement is $25,000.

D. If, during the Development Term, Developer sells a Franchised Restaurant that was developed pursuant to this Agreement, that Franchised Restaurant will continue to be counted as a

Franchised Restaurant for the purpose of meeting Developer's obligations under the Development Schedule, provided that the sale has been consented to by CJR and only so long as that restaurant continues to be operated pursuant to a franchise agreement with CJR or its affiliates.

E. At Developer's request, CJR will permit the Franchise Agreement for any Franchised Restaurant in the Development Territory to be executed by a business entity formed by Developer to develop and operate the Franchised Restaurant ("Affiliated Entity"), provided all of the following conditions are met: **(1)** Developer, the Development Principal (defined in Section 8.F.) or Developer's Continuity Group (defined in Section 8.D.) owns at least 51% of all ownership interests in the Affiliated Entity; **(2)** the Affiliated Entity conducts no business other than the operation of the Franchised Restaurant; **(3)** Developer, the Development Principal, the members of Developer's Continuity Group and all holders of a legal or beneficial interest of 10% or more in Developer or, if Developer is a limited partnership, in Developer's general partner ("10% Owner(s)") agree to assume full and unconditional liability for and agree to perform all obligations, covenants and agreements contained in the Franchise Agreement; and **(4)** all owners of the Affiliated Entity possess a good moral character and meet CJR's standards, as determined by CJR in its sole discretion, and Developer provides CJR all reasonably requested information to permit CJR to make such a determination.

4. DEVELOPMENT FEE

Developer shall pay CJR, at the time this Agreement is signed, a development fee equal to $10,000 for each Franchised Restaurant Developer has agreed to develop in the Development Territory during the Development Term ("Development Fee"). The total amount of the Development Fee paid by Developer is set forth in Appendix B. Developer acknowledges and agrees that the Development Fee is fully earned by CJR when paid and it is not refundable. Upon the execution of each Franchise Agreement for each Franchised Restaurant Developer has agreed to develop pursuant to this Agreement, the applicable Development Fee of $10,000 will be credited against the full Initial Franchise Fee due CJR upon the execution of such Franchise Agreement.

5. DEVELOPMENT PROCEDURES

A. Developer's Responsibility and Business Plan

Developer assumes all cost, liability and expense for locating, obtaining and developing sites for Franchised Restaurants and constructing and equipping Franchised Restaurants in accordance with CJR's standards at accepted sites. Developer shall not make any binding commitments to purchase or lease a site until the site has been accepted in writing by CJR.

If requested by CJR, Developer shall develop and submit to CJR a business plan for the length of the Development Term. The business plan shall outline the actions that Developer will take to ensure the development and management of the Franchised Restaurants in accordance with CJR's standards. If prepared during the Development Term, Developer agrees to revise the business plan as requested by CJR and further agrees to implement that business plan as approved by CJR.

B. Site Selection Assistance

CJR will provide Developer with the following site selection assistance: **(1)** CJR's site selection guidelines, and, as Developer may request, a reasonable amount of consultation with respect thereto; and **(2)** such site evaluation as CJR may deem advisable as part of its evaluation of Developer's request for site acceptance. Developer agrees that CJR will incur no liability to Developer for site selection assistance provided by CJR. Developer is solely responsible for conducting all such due diligence, investigation and

validation with its own third party advisors with respect to a proposed site. CJR's consent to a proposed site is simply for purposes of confirming that the site meets CJR's then-current site selection criteria.

C. Franchise Site Application

For each proposed site for a Franchised Restaurant, Developer shall, if requested by CJR, submit to CJR a Franchise Site Application. In addition, Developer shall submit a development proposal (containing that information as CJR may reasonably require) for a proposed site which Developer reasonably believes to conform to site selection criteria CJR establishes from time to time for demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses (including restaurants operated or franchised by CJR or its affiliates), the nature of other businesses in proximity to the site and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises.

Developer acknowledges that, in order to preserve and enhance the reputation and goodwill of all restaurants franchised by CJR and the goodwill of the Proprietary Marks, all Franchised Restaurants must be properly developed, operated and maintained. Accordingly, Developer agrees that CJR may refuse to accept a site for a proposed Franchised Restaurant unless Developer demonstrates sufficient financial capabilities, in CJR's sole judgment, applying standards consistent with criteria CJR uses to establish restaurants in other comparable market areas, to properly develop, operate and maintain the proposed Franchised Restaurant. To this end, Developer shall furnish CJR with such financial statements and other information regarding Developer (or its Affiliated Entity, as defined in Section 3.E.) and the development and operation of the proposed Franchised Restaurant, including, without limitation, investment and financing plans for the proposed Franchised Restaurant, as CJR reasonably may require.

D. Site Acceptance

Within 45 days after receipt of all documents referenced in this Section and any additional information that CJR may require, CJR shall advise Developer in writing whether it has accepted a particular site; however, CJR has no obligation to review any development proposal if Developer or its affiliates are not in full compliance with all agreements with CJR or its affiliates and not approved for growth by CJR. If CJR does not respond within that time period, CJR shall be deemed not to have accepted the site. CJR's acceptance or refusal to accept a site may be subject to reasonable conditions as determined in its sole discretion. (A site which CJR has accepted shall be referred to as an "Authorized Site.")

CJR's acceptance of one or more sites is not a representation or a promise by CJR that a Franchised Restaurant at an Authorized Site will achieve a certain sales volume or a certain level of profitability. Similarly, CJR's acceptance of one or more sites and its refusal to accept other sites is not a representation or a promise that an Authorized Site will have a higher sales volume or be more profitable than a site which CJR did not accept. Acceptance by CJR merely means that the minimum criteria which CJR has established for identifying suitable sites for proposed Carl's Jr. Restaurants have been met. Because real estate development is an art and not a precise science, Developer agrees that acceptance, or refusal to accept a proposed site by CJR, whether or not a site report is completed and/or submitted to CJR shall not impose any liability or obligation on CJR. The decision to accept or reject a particular site is Developer's, subject to acceptance by CJR. Preliminary acceptance of a proposed site by any representative of CJR is not conclusive or binding, because his or her recommendation may be rejected by CJR.

CJR assumes no liability or responsibility for: (1) evaluation of an Authorized Site's soil for hazardous substances; (2) inspection of any structure on the Authorized Site for asbestos or other toxic or hazardous materials; (3) compliance with the Americans with Disabilities Act ("ADA"); or (4) compliance with any other applicable law. It is Developer's sole responsibility to obtain satisfactory evidence and/or assurances that the Authorized Site (and any structures thereon) is free from environmental contamination and in compliance with the requirements of the ADA.

E. Execution of Agreements

Following CJR's acceptance of each proposed site and Developer's submission to CJR of a signed lease or sublease for the proposed site, or evidence that Developer has completed its purchase of the proposed site by the Property Control Date, CJR will prepare and forward to Developer a Franchise Agreement for the Authorized Site. The form of Franchise Agreement for each Franchised Restaurant to be developed by Developer pursuant to this Agreement shall be the applicable then-current standard form in general use at the time of CJR's acceptance of the applicable Authorized Site. Developer shall execute and return the Franchise Agreement to CJR, along with the Initial Franchise Fee, within 10 days after receipt by Developer, and, following receipt by CJR, CJR shall execute the Franchise Agreement and return a fully-executed original of the Franchise Agreement to Developer. Developer may not commence construction at the Authorized Site prior to its receipt of a fully-executed Franchise Agreement and its payment to CJR of the Initial Franchise Fee.

F. Development Training

Developer shall complete, to CJR's satisfaction, any development training required by CJR. Developer shall pay CJR, for each person attending development training, a tuition fee as established by CJR from time to time. Developer also may attend optional development training as offered by CJR from time to time, subject to payment of a tuition fee as established by CJR from time to time. Developer will be required to pay all travel, living and other expenses incurred by Developer and its employees while attending development training and optional development training.

G. Delegation

CJR has the right, from time to time, to delegate the performance of any portion or all of its obligations and duties under this Agreement to designees, including, but not limited to CJR's corporate parents, affiliates or agents or independent contractors with which CJR has contracted to perform CJR's obligations or duties.

6. DEVELOPMENT GUIDE

CJR will ~~loan~~provide to Developer for the Development Term one copy of, or provide electronic access to, the Development Guide. The Development Guide contains mandatory specifications and standards relating to construction of Franchised Restaurants and information relating to Developer's other obligations under this Agreement. Developer agrees to comply fully with these obligations and mandatory specifications. The Development Guide may be supplemented or amended from time to time by letter, email, bulletin, construction standards manuals, ~~videotapes, audio tapes, CDs, DVDs,~~ software or other communications concerning the Carl's Jr. System to reflect changes in the image, specifications and standards relating to the development and construction of a Carl's Jr. Restaurant. Supplements or amendments to the Development Guide also may contain, among other matters, minimum standards and requirements for constructing, equipping and furnishing a Carl's Jr. Restaurant. CJR reserves the right to furnish all or part of the Development Guide to Developer in electronic form or online (including by

Intranet) and establish terms of use for access to any restricted portion of CJR's web site. Developer shall keep its copy of the Development Guide current and up-to-date with all additions and deletions provided by CJR and shall purchase whatever equipment and related services (including, without limitation, a ~~DVD player,~~ computer system, Internet service, dedicated phone line, ~~facsimile machine,~~ etc.) as may be necessary to receive these communications. If a dispute relating to the contents of the Development Guide develops, the master copy maintained by CJR at its principal offices shall control.

7. INSURANCE

Developer shall be responsible for all loss or damage arising from or related to Developer's development and operation of the Franchised Restaurant, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Franchised Restaurant. Developer shall, at its sole expense, maintain in full force and effect throughout the term of this Agreement that insurance which Developer determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Restaurant which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by this Section 7.B. CJR, and any entity with an insurable interest designated by CJR, shall be an additional insured in such liability policies, except for workers' compensation/employer's liability, and loss payee for property to the extent each has an insurable interest.

All insurance policies shall be written by an insurance company or companies satisfactory to CJR, in compliance with the standards, specifications, coverages and limits set forth in the OPM or otherwise provided to Developer in writing. These policies shall include, at a minimum, the following:

(1) Commercial General Liability insurance with policy limits not less than $5,000,000 per occurrence and in the aggregate. Coverage shall apply per location, including coverage for contractual liability, broad form property damage, personal and advertising injury, product liability and completed operations, not to exclude food-borne illness, as well as Damage to Rented Premises coverage with limits not less than $100,000.

(2) Automobile Liability coverage, including owned, leased, non-owned and hired vehicles, with a combined single limit not less than $1,000,000 per accident and additional liability coverage as needed for delivery services. This may be included as part of a package policy.

(3) Workers' Compensation, statutory as required by law, and Employer's Liability insurance with limits not less than $500,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated. This coverage shall also be in effect for all of Developer's employees who participate in any of the training programs described in Section 8.

The required limits set forth in Section 7(1)-(3) above may be satisfied through a combination of Primary and Umbrella/Excess Liability coverage. If satisfied through an Umbrella/Excess Liability coverage, the Umbrella/Excess Liability must be "following form" of the underlying Commercial General Liability, Automobile Liability and Employer's Liability coverages.

(4) Commercial Property insurance that extends coverage on a replacement cost basis for the Franchised Restaurant, business personal property (including electronic equipment, tenant improvements & betterments), and business income and extra expense for a minimum of 12 months or actual loss sustained to cover loss of profits, continuing expenses and loss of rents. Covered causes of loss should be "Special Form" or "All Risk" with coinsurance conditions not less than 80%. Flood insurance is

also required for locations that reside in FEMA Flood Zones beginning with the letters "A" or "V." Earthquake insurance is also required for locations that reside in FEMA Seismic Design Categories “E” or “D.”

(5) Cyber Liability (network security/data privacy) with policy limits not less than $1,000,000 per occurrence.

(6) In connection with any construction, leasehold improvements, renovation, refurbishment, or remodeling of the Franchised Restaurant, Developer’s general contractor shall maintain Commercial General Liability insurance (with products liability and independent contractors coverage), Automobile Liability coverage for owned, leased, hired and non-owned vehicles, and Builder’s Risk with limits no less than $1,000,000, with CJR named as an additional insured, as well as Workers’ Compensation and Employer’s Liability as required by state law.

CJR may regulate the types, amounts, terms and conditions of insurance coverage required for the Franchised Restaurant, and standards for underwriters of policies providing required insurance coverage, including: **(a)** CJR’s protection and rights under these policies as an additional insured or loss payee; **(b)** required or permissible insurance contract provisions; **(c)** assignment of policy rights to CJR; **(d)** periodic verification of insurance coverage that must be furnished to CJR and; **(e)** similar matters related to insured and uninsured claims. Developer shall receive written notice of such modifications and shall take prompt action to comply.

The following general requirements shall apply to each insurance policy that Developer is required to maintain under this Agreement:

Each insurance policy shall be specifically endorsed to provide that the coverages shall be primary and that any insurance carried by any additional insured or loss payee shall be excess and non-contributory.

No insurance policy shall contain a provision that in any way limits or reduces coverage for Developer in the event of a claim by CJR or its affiliates.

Each insurance policy shall extend to, and provide indemnity for, all obligations and liabilities of Developer to third parties and all other items for which Developer is required to indemnify CJR under this Agreement.

Each insurance policy shall be written by an insurance company that has received and maintains an “A- VIII” or better rating by A.M. Best Company (or another rating service designated by CJR) and that is otherwise satisfactory to CJR.

No insurance policy shall provide for a deductible amount that exceeds $100,000, unless otherwise approved in writing by CJR.

Each insurance policy shall include a waiver of subrogation endorsement in favor of CJR and its affiliates.

With respect to the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies, CJR and its affiliates shall be named as Additional Insured on a primary and non-contributory basis. With respect to the Commercial Property coverage, CJR and its affiliates shall be named as Loss Payee.

All required insurance policies shall be in full force and effect and Developer shall submit to CJR evidence of satisfactory insurance and proof of payment therefore no later than the date the first of the following occurs: **(1)** 30 days prior to the scheduled opening date of the Franchised Restaurant; **(2)** the date Developer takes possession of the Franchised Location, or **(3)** the date construction commences at the Franchised Location, if Developer is contractually obligated for the construction. On each policy renewal date thereafter, Developer shall again submit evidence of satisfactory insurance and proof of payment therefor to CJR. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to CJR. Upon request, Developer also shall provide to CJR copies of all or any policies, and policy amendments and endorsements.

Developer acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by CJR that only such policies, in such amounts, are necessary to protect Developer from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by Developer of its obligations under this Section, shall not relieve Developer of liability under the indemnification provisions of this Agreement.

Should Developer, for any reason, fail to procure or maintain at least the insurance required by this Section 7, as revised from time to time pursuant to the OPM or otherwise in writing, CJR shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to Developer. All out-of-pocket costs incurred by CJR in obtaining such insurance on behalf of Developer shall be reimbursed to CJR by Developer immediately upon Developer's receipt of an invoice therefor.

8. ORGANIZATION OF DEVELOPER

A. Representations

If Developer is a corporation, a limited liability company, a partnership or any other type of organization (collectively, "business entity"), Developer makes the following representations and warranties: **(1)** it is duly organized and validly existing under the laws of the state of its formation; **(2)** it is qualified to do business in the state or states in which the Development Territory is located; **(3)** execution of this Agreement and the development and operation of Franchised Restaurants is permitted by its governing documents; and **(4)** unless waived in writing by CJR, Developer's governing documents shall at all times provide that the activities of Developer are limited exclusively to the development and operation of the Franchised Restaurants and other restaurants that are franchised by CJR or its affiliates and that no Transfer (as defined in Section 10) of an ownership interest may be made except in accordance with Section 10.

If Developer is an individual, or a partnership comprised solely of individuals, Developer makes the following additional representations and warranties: **(A)** each individual has executed this Agreement; **(B)** each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and **(C)** notwithstanding any transfer for convenience of ownership, pursuant to Section 10.D., each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement.

B. Governing Documents

If Developer is a business entity, Developer shall furnish CJR with copies of Developer's governing documents and any other corporate documents, books or records that CJR may request. When

any of these governing documents are modified or changed, Developer promptly shall provide copies to CJR. Developer's governing documents must provide that no Transfer (as defined in Section 10.A.) may be made except in accordance with Section 10.

C. Ownership Interests

If Developer is a business entity, Developer must furnish CJR with a list of all holders of a direct or indirect ownership interest in Developer and their respective percentage interests. As of the date of this Agreement, all interests in Developer are owned as set forth in attached Appendix C. Developer shall comply with Section 10 prior to any change in ownership interests and shall update Appendix C as changes occur in order to ensure the information contained in Appendix C is true, accurate and complete at all times.

The requirements of this Section 8.C. shall apply only to Developer's Continuity Group (defined in Section 8.D.) if, as of the date of the first franchise-related agreement between Developer and CJR or one of its affiliates, Developer was a publicly-held entity (*i.e.*, an entity that has a class of securities traded on a recognized securities exchange or quoted on the inter-dealer quotation sheets known as the "pink sheets"). If Developer becomes a publicly-held entity after that date, it shall thereafter be required to update Appendix C only with respect to changes in ownership interests of members of the Continuity Group.

D. Continuity Group

If Developer is a business entity, Appendix C lists those persons who comprise Developer's "Continuity Group." CJR and Developer acknowledge and agree that it is their intent that the members of the Continuity Group include the Development Principal (as defined in Section 8.F.) and **(1)** all holders of a direct or indirect, legal or beneficial interest of 10% or more ("10% Owners") in Developer; **(2)** if Developer is a limited partnership, all 10% Owners of Developer's general partner; and **(3)** all 10% Owners of a business entity that owns a controlling interest in Developer. In the event of any change in the Continuity Group or in the ownership interests of any member of the Continuity Group, Developer shall update Appendix C to reflect the change. The Continuity Group shall at all times own at least 51% of the ownership interests in Developer.

E. Guarantees

All members of the Continuity Group and their spouses, if applicable, shall jointly and severally guarantee Developer's payment and performance under this Agreement and shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee and Assumption of Developer's Obligations ("Guarantee"). Notwithstanding the foregoing, CJR reserves the right, in its sole discretion, to waive the requirement that some or all of the previously described individuals execute the attached Guarantee and/or to limit the scope of the Guarantee. CJR reserves the right to require any guarantor to provide personal financial statements to CJR from time to time.

With respect to 10% Owners, Developer acknowledges that, unless otherwise agreed to in writing by CJR, it is CJR's intent to have individuals (and not corporations, limited liability companies or other entities) execute the Guarantee. Accordingly, if any 10% Owner is not an individual, CJR shall have the right to have the Guarantee executed by individuals who have only an indirect ownership interest in Developer and their spouses, if applicable. (By way of example, if a 10% Owner of Developer is a corporation, CJR has the right to require that the Guarantee be executed by individuals who have an ownership interest in that corporation and their spouses, if applicable.)

If Developer, any guarantor or any parent, subsidiary or affiliate of Developer holds any interest in other restaurants that are franchised by CJR or its affiliates, the party who owns that interest shall execute, concurrently with this Agreement, a form of cross-guarantee to CJR and its affiliates for the payment of all obligations for such restaurants, unless waived in writing by CJR in its sole discretion. For purposes of this Agreement, an affiliate of Developer is any company controlled, directly or indirectly, by Developer or Developer's parent or subsidiary.

F. Development Principal

Developer shall designate and retain an individual to serve as the Development Principal. (If Developer is owned by one individual, that individual may serve as the Development Principal if the individual meets CJR's requirements for a Development Principal.) The Development Principal as of the date of this Agreement is identified in Appendix C. The Development Principal shall meet all of the following qualifications:

(1) The Development Principal shall have at least a 10% equity ownership interest in Developer or, if Developer is a limited partnership, in Developer's general partner, unless this requirement is modified by CJR in its sole discretion. This Section 8.F.(1) shall not apply if Developer was a publicly-held entity or a wholly-owned subsidiary of a publicly-held entity as of the date of the first franchise-related agreement between Developer and CJR.

(2) The Development Principal, at all times, shall be a member of the Continuity Group and, at a minimum, have full control over the day-to-day development of Developer's Franchised Restaurants.

(3) Unless Developer has named and CJR has approved a Multi-Unit Development Manager:

(a) The Development Principal shall devote full-time and best efforts to supervising the development of Developer's Franchised Restaurants and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility.

(b) Unless waived in writing by CJR, the Development Principal shall maintain his primary residence within a reasonable driving distance of the Development Territory.

(4) If requested by CJR, the Development Principal shall successfully complete CJR's development training. In addition, if requested by CJR, the Development Principal shall successfully complete the Franchise Management Training Program ("FMTP").

(5) CJR shall have approved the Development Principal, and not have later withdrawn that approval.

If the Development Principal no longer meets these qualifications, Developer must provide CJR written notice designating a qualified person to act as Development Principal within 30 days after the date the prior Development Principal ceases to be qualified. CJR shall advise Developer whether it has approved the new Development Principal within a reasonable time after receipt of Developer's notice. If CJR does not approve the proposed Development Principal, Developer will have 15 days from its receipt of notice of the decision to advise CJR in writing of another person to act as Development Principal who satisfies the preceding qualifications.

If Developer is developing restaurants in multiple markets that are franchised by CJR or its affiliates, an individual meeting the qualifications of this Section will serve as Development Principal in at least one market.

G. Multi-Unit Development Manager

If Developer is developing Franchised Restaurants in multiple geographic markets, for all markets in which the Development Principal fails to satisfy the requirements of Section 8.F., Developer shall designate and retain an individual to serve as Multi-Unit Development Manager. The Multi-Unit Development Manager shall be under the supervision of the Development Principal. The Multi-Unit Development Manager shall meet all of the following qualifications:

(1) The Multi-Unit Development Manager shall devote full time and best efforts to supervising the development of the Franchised Restaurants and other restaurants to be operated by Developer that are franchised by CJR or its affiliates in a geographic market and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility.

(2) Unless waived in writing by CJR, the Multi-Unit Development Manager shall maintain his primary residence within a reasonable driving distance of the Development Territory.

(3) If requested by CJR, the Multi-Unit Development Manager shall successfully complete CJR's development training. In addition, the Multi-Unit Development Manager shall successfully complete the FMTP and any additional training required by CJR.

(4) CJR shall have approved the Multi-Unit Development Manager, and not have later withdrawn that approval.

If a Multi-Unit Development Manager no longer qualifies as such, Developer shall designate another qualified person to act as Multi-Unit Development Manager within 30 days after the date the prior Multi-Unit Manager ceases to be qualified. Developer's designee to become Multi-Unit Development Manager must successfully complete the FMTP and any additional development training required by CJR.

9. TRANSFERS BY CJR

CJR shall have the absolute, unrestricted right, exercisable at any time, to transfer and assign all or any part of its rights and obligations under this Agreement to any person or legal entity without the consent of Developer. Developer agrees that CJR will have no liability after the effective date of transfer or assignment for the performance of, or any failure to perform, any obligations transferred.

10. TRANSFERS BY DEVELOPER

A. Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, that CJR has entered into this Agreement in reliance on Developer's (and Developer's direct and indirect owners') business skill, financial capacity, personal character, experience and demonstrated or purported ability in developing and operating high quality foodservice operations and that CJR has entered into this Agreement with the understanding that, except as otherwise reserved by CJR in Section 2, Developer will be the only franchisee of CJR in the Development Territory during the Development Term. Accordingly, neither Developer nor any immediate or remote successor to any part of Developer's interest in this Agreement, nor any individual, partnership, corporation or other legal entity which directly or indirectly has an interest in Developer shall

sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in Developer, this Agreement or any other assets pertaining to Developer's operations under this Agreement (collectively "Transfer") without the prior written consent of CJR. CJR shall be free to withhold consent to any Transfer, without consideration of the factors listed in Section 10.B., if Developer does not propose to Transfer the same interest with respect to all agreements with CJR in the Development Territory.

Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having the prior written consent of CJR shall be null and void and shall constitute a material breach of this Agreement, for which CJR may terminate this Agreement without providing Developer an opportunity to cure the breach.

B. Developer shall advise CJR in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, submit a copy of all contracts and all other agreements or proposals and submit all other information requested by CJR relating to the proposed Transfer. If CJR does not exercise its right of first refusal pursuant to Section 10.J., the decision as to whether or not to consent to a proposed Transfer shall be made by CJR in its sole discretion and shall include numerous factors deemed relevant by CJR. These factors may include, but will not be limited to, the following:

(1) The proposed transferee (and if the proposed transferee is not a natural person, all persons that have any direct or indirect interest in the transferee as CJR may require) must demonstrate to CJR's satisfaction that it has extensive experience in high quality restaurant operations of a character and complexity similar to the restaurants franchised by CJR or its affiliates; must meet the managerial, operational, experience, quality, character and business standards for a developer promulgated by CJR from time to time; must possess a good character, business reputation and credit rating; must have an organization whose management culture is compatible with CJR's management culture; and must have adequate financial resources and working capital, as determined by CJR in its sole discretion, to meet Developer's development obligations under this Agreement.

(2) The sales price shall not be so high, in CJR's reasonable judgment, as to jeopardize the ability of the transferee to develop, maintain, operate and promote the Franchised Restaurants and meet financial obligations to CJR, third party suppliers and creditors. CJR's decision with respect to a proposed Transfer shall not create any liability on the part of CJR: **(a)** to the transferee, if CJR consents to the Transfer and the transferee experiences financial difficulties; or **(b)** to Developer or the proposed transferee, if CJR withholds consent to the Transfer. CJR, without any liability to Developer or the proposed transferee, has the right, in its sole discretion, to communicate and counsel with Developer and the proposed transferee regarding any aspect of the proposed Transfer.

(3) All of Developer's accrued monetary obligations to CJR and its affiliates (whether arising under this Agreement or otherwise) and all other outstanding obligations related to the Franchised Restaurants (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) have been satisfied or, in the reasonable judgment of CJR, adequately provided for. CJR reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all of these obligations are satisfied.

(4) Developer is not then in material default of any provision of this Agreement or any other agreement between Developer and CJR or its affiliates, is in good standing as a franchisee with CJR and its affiliates, is not in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to Developer's Franchised Restaurants and is not in

default beyond the applicable cure period with any vendor or supplier to Developer's Franchised Restaurants.

(5) Developer, all individuals who executed this Agreement and all guarantors of Developer's obligations must execute a general release and a covenant not to sue, in a form satisfactory to CJR, of any and all claims against CJR and its affiliates and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement and any other agreements between Developer and CJR or its affiliates and all other restaurants operated by Developer that are franchised by CJR or its affiliates.

(6) Unless waived by CJR in its sole discretion, the transferee and those employees hired by transferee to fill certain designated positions shall complete the development training programs provided in Section 5.F.

(7) The transferee and each of the transferee's affiliates that have entered into a development or franchise agreement with CJR or its affiliates must, as of the date of the request for CJR's consent to the Transfer, be in compliance with all obligations to CJR or its affiliates under those agreements

C. If CJR consents to a proposed Transfer, prior to the Transfer becoming effective:

(1) The transferor shall pay CJR a nonrefundable Transfer fee under this Agreement of $2,500 in connection with CJR's review of the Transfer application.

(2) Developer and the proposed transferee shall execute, at CJR's election, an assignment agreement and any amendments to this Agreement deemed necessary or desirable by CJR to reflect the Transfer and/or CJR's then-current standard form of development agreement for a term ending on the expiration date of this Agreement. In either event, a guarantee of the type required by Section 8.E. shall be executed by those individuals identified in Section 8.E. In addition, Developer, the proposed transferor and the proposed transferee shall sign all other documents and take such actions as CJR may require to protect CJR's rights under this Agreement.

(3) The transferor shall remain liable for all obligations to CJR incurred before the date of the Transfer and shall execute any and all instruments reasonably requested by CJR to evidence that liability.

D. If Developer is an individual or a partnership and desires to Transfer this Agreement to a corporation (or limited liability company) formed for the convenience of ownership, the requirements of Section 10.B. shall apply to such a Transfer, however, Developer will not be required to pay a Transfer fee. CJR's consent also will be conditioned on the following: **(1)** the corporation (or limited liability company) must be newly organized; **(2)** prior to the Transfer, CJR must receive a copy of the documents specified in Section 8.B. and the transferee shall comply with the remaining provisions of Section 8; and **(3)** Developer must own all voting securities of the corporation (or membership interests of the limited liability company) or, if Developer is owned by more than one individual, each person shall have the same proportionate ownership interest in the corporation (or the limited liability company) as prior to the Transfer.

E. Notwithstanding the provisions of Sections 10.A. and B., the issuance of options or the exercise of options pursuant to a qualified stock option plan or a qualified employee stock ownership plan

shall not be considered a Transfer and shall not require the prior written consent of CJR; provided no more than a total of 49% of Developer's outstanding voting securities are subject to the qualified stock option plan or qualified employee stock ownership plan.

F. If Developer was a publicly-held entity as of the date of the first franchise-related agreement between Developer and CJR or its affiliates, Section 10.B. shall be applicable to transfers of ownership interests in Developer only if the proposed Transfer would result in: **(1)** 50% or more of Developer's voting securities being held by different shareholders than as of the date of the first franchise-related agreement between Developer and CJR or its affiliates; or **(2)** any change in ownership of Developer's voting securities whereby any existing shareholder of Developer acquires an additional 10% or more of Developer's voting securities; or **(3)** any change in the membership of the Continuity Group (unless such change is a permitted Transfer pursuant to Section 10.G.).

G. ~~Notwithstanding the provisions of Sections 10.A. and B., CJR agrees that certain Transfers shall be permitted without CJR's prior written consent, provided all of the following conditions are satisfied:~~In the event of the death or permanent incapacity of any person with an ownership interest in Developer, CJR shall not unreasonably withhold its consent to a transfer to any person, persons, partnership or corporation designated by his legal representative, provided, however, that:

(1) The ~~Transfer is a transfer of:~~requirements of Section 10.B. and 10.C. shall have been met.

(2) The proposed transfer is applied for in writing within 2 months of the date of death or permanent incapacity by the legal representative of such individual, and is effected within 6 months thereafter.

~~**(a)** An ownership interest in Developer of 20% or less, provided that after the Transfer the Continuity Group owns at least 66% of all ownership interests in Developer; or~~

~~**(b)** Ownership interests in Developer following the death or permanent incapacity of a person with an ownership interest in Developer, provided that the Transfer is to the parent, sibling, spouse or children of that person or to a member of the Continuity Group.~~

~~**(2)** Developer provides CJR written notice of its intent to undertake the Transfer at least 30 days prior to the effective date of the Transfer, together with documents demonstrating that the Transfer meets the requirements of this Section.~~

(3) ~~At the time of Developer's notice to CJR, Developer is not in default of this Agreement or any other agreements between Developer and CJR or its affiliates.~~In the case of permanent incapacity, the legal representative shall have furnished a certification of a physician designated by CJR that Developer has been or will be unable to develop or operate any System Restaurants for a period of 6 months or longer.

~~**(4)** In connection with the Transfer, Developer and all persons who will have an ownership interest in Developer after the Transfer fully comply with the requirements of Section 8.~~

H. Developer shall not grant any security interest in its business or in any Franchised Restaurant or the assets used in the operation or development of any Franchised Restaurant without CJR's prior written consent, which will not be unreasonably withheld. CJR's consent may be conditioned, in its sole discretion, on the written agreement by the secured party that, in the event of a default by Developer under any agreement related to the security interest, CJR shall have the right and option (but not the

obligation) to purchase the rights of the secured party upon payment of all sums then due to the secured party. If Developer (or any person with a direct or indirect interest in Developer) finances any part of the price paid in connection with the Transfer, the person or entity providing the financing must agree that all obligations of the proposed transferee and any security interests retained in the assets being transferred, will be subordinate to the proposed transferee's obligations to: **(1)** pay all amounts due to CJR and its affiliates; and **(2)** otherwise comply with this Agreement and all other agreements with CJR or its affiliates.

I. Securities or partnership interests in Developer may be sold, by private or public offering, only with CJR's prior written consent (whether or not CJR's consent is required under any other provision of this Section), which consent shall not be unreasonably withheld. In addition to the requirements of Section 10.B., prior to the time that any public offering or private placement of securities or partnership interests in Developer is made available to potential investors, Developer, at its expense, shall deliver to CJR a copy of the offering documents. Developer, at its expense, also shall deliver to CJR an opinion of Developer's legal counsel and an opinion of one other legal counsel selected by CJR (both of which shall be addressed to CJR and in a form acceptable to CJR) that the offering documents properly use the Proprietary Marks and accurately describe Developer's relationship with CJR and/or its affiliates. The indemnification provisions of Section 16 shall also include any losses or expenses incurred by CJR and its affiliates in connection with any statements made by or on behalf of Developer in any public offering or private placement of Developer's securities.

J. If any party holding any direct or indirect interest in Developer or in this Agreement receives a bona fide offer (as determined by CJR in its reasonable discretion) from a third party or otherwise desires to undertake any Transfer that would require CJR's consent (other than a Transfer for convenience of ownership pursuant to Section 10.D. or a Transfer of ownership interests to a parent, sibling, spouse or child), it shall notify CJR in writing of the terms of the proposed Transfer, and shall provide such information and documentation relating to the proposed Transfer as CJR may reasonably require, including, but not limited to, a copy of the offer. CJR or its designee may elect to purchase the interest that the seller proposes to Transfer any time within 30 days after receipt of written notification, and all documents and other information required by Section 10.B., by sending written notice to the seller that CJR or its designee intends to purchase the seller's interest on the same financial terms and conditions offered by the third party (except that CJR or its designee shall not be obligated to pay any finder's or broker's fees). In purchasing the interest, CJR or its designee shall be entitled to set off any monies owed to CJR or its affiliates by Developer and CJR or its designee shall be entitled to all customary representations and warranties that the assets are free and clear (or, if not, accurate and complete disclosure) as to: **(1)** ownership, condition and title; **(2)** liens and encumbrances; **(3)** environmental and hazardous substances; and **(4)** validity of contracts inuring to the purchaser or affecting the assets, whether contingent or otherwise.

If the offer to Developer involves assets in addition to this Agreement, Developer's Franchised Restaurants and other restaurants operated by Developer that are franchised by CJR or its affiliates, Developer's notice to CJR shall state the cash value of that portion of the offer received by Developer relating to this Agreement and those restaurants. If the proposed Transfer provides for payment of consideration other than cash or it involves intangible benefits, CJR or its designee may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties are unable to agree within 30 days on the reasonable equivalent in cash of the non-cash part of the offer received by Developer, or the cash value of that portion of the offer received by Developer relating to this Agreement, Developer's Franchised Restaurants and those other restaurants, the amount shall be determined by two professionally certified appraisers, Developer selecting one and CJR or its designee selecting one. If the higher appraisal is more than 10% greater than the other appraisal, the two appraisers shall select a third

professionally certified appraiser who also shall determine the amount. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and CJR or its designee may exercise its right of first refusal within 30 days after being advised in writing of the decision of the appraisers. The cost of the appraisers shall be shared equally by the parties.

CJR's failure to exercise its right of first refusal shall not constitute consent to the proposed Transfer nor a waiver of any other provision of this Section 10 with respect to a proposed Transfer. If CJR does not exercise its right of first refusal, Developer may not thereafter Transfer the interest at a lower price or on more favorable terms than those that have been offered to CJR. CJR shall again be given a right of first refusal if a transaction does not close within 6 months after CJR elected not to exercise its right of first refusal. In no event shall Developer offer the interest for sale or transfer at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign, through any advertisement, either in the newspapers or otherwise, without first having obtained the written consent of CJR to the auction or advertisement.

K. CJR's consent to any Transfer shall not constitute a waiver of any claims CJR may have against the transferring party, nor shall it be deemed a waiver of CJR's right to demand exact compliance with any of the terms of this Agreement by the transferee, nor will it be deemed a waiver of CJR's right to give or withhold consent to future Transfers.

11. GENERAL RELEASE

Except as set forth at the end of this Section 11, Developer (on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and all individuals who execute this Agreement (each a "Releasor" and collectively, "Releasors"), freely and without any influence forever release and covenant not to sue CJR, its parents, subsidiaries, affiliates, predecessors and successors and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities (collectively, "CJR Releasees"), from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "claims"), which any Releasor now owns or holds or may in the future own or hold based on, arising out of or relating to, in whole or in part, any fact, event, conduct or omission occurring on or before the date of this Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation, and claims arising out of, or relating to this Agreement and all other agreements between any Releasor and any CJR Releasee, the sale of a franchise to any Releasor, the development of any Franchised Restaurant and the development and operation of all other restaurants operated by any Releasor that are or were franchised by CJR or its parents, subsidiaries, affiliates or predecessors. Developer (on behalf of Releasors) expressly agrees that fair consideration has been given by CJR for this release and it fully understands that this is a negotiated, complete and final release of all claims. This release does not include a release of claims arising from representations in the Carl Jr.'s Franchise Disclosure Document provided to Developer in connection with this Agreement or any claims arising under any applicable state or federal franchise laws regulating the offer or sale of the franchise for this Agreement as of the date of this Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436).

12. COVENANTS

A. Best Efforts

During the Development Term, Developer and the Development Principal shall devote their best efforts to the development, management and operation of the Franchised Restaurants in the Development Territory.

B. Confidentiality

Developer acknowledges and agrees that: **(1)** CJR owns all right, title and interest in and to the Carl's Jr. System; **(2)** the Carl's Jr. System include trade secrets and confidential and proprietary information and know-how that give CJR and its affiliates a competitive advantage; **(3)** the trade secrets and confidential and proprietary information and know-how derive independent economic value to CJR from not being generally known to and not readily ascertainable by others; **(4)** CJR and its affiliates have taken all measures appropriate to protect the trade secrets and the confidentiality of the proprietary information and know-how of the Carl's Jr. System; **(5)** all material or other information now or hereafter provided or disclosed to Developer regarding the Carl's Jr. System is disclosed in confidence; **(6)** Developer has no right to disclose any part of the Carl's Jr. System to anyone who is not an employee of Developer; **(7)** Developer will disclose to its employees only those parts of the Carl's Jr. System that an employee needs to know; **(8)** Developer will have a system in place to ensure that its employees keep confidential CJR's trade secrets and confidential and proprietary information, and, if requested by CJR, Developer shall obtain from those of its employees designated by CJR an executed Confidential Disclosure Agreement in the form prescribed by CJR; **(9)** by entering this Agreement, Developer does not acquire any ownership interest in the Carl's Jr. System; and **(10)** Developer's use or duplication of the Carl's Jr. System or any part of the Carl's Jr. System in any other business, or disclosure of any part of the Carl's Jr. System to others for use or duplication in any other business, would constitute an unfair method of competition, for which CJR would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Developer shall not, during the Development Term or at any time thereafter, communicate or disclose any trade secrets or confidential or proprietary information or know-how of the Carl's Jr. System to any unauthorized person, or do or perform, directly or indirectly, any other acts injurious or prejudicial to any of the Proprietary Marks or the Carl's Jr. System. Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that CJR or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement.

If Developer develops any new concepts, processes or improvements relating to the Carl's Jr. System, Developer promptly shall notify CJR and provide CJR with all information regarding the new concept, process or improvement, all of which shall become the property of CJR and its affiliates and which may be incorporated into the Carl's Jr. System without any payment to Developer. Developer promptly shall take all actions deemed necessary or desirable by CJR to vest in CJR ownership of such concepts, processes or improvements.

C. Restrictions

(1) Developer acknowledges and agrees that: **(a)** pursuant to this Agreement, Developer will have access to valuable trade secrets, specialized training and other confidential information from CJR and/or its affiliates regarding the development, operation, product preparation and sales, market and operations research, advertising and marketing plans and strategies, purchasing, sales and marketing methods and techniques of CJR and/or its affiliates and the Carl's Jr. System; **(b)** the know-how regarding the Carl's Jr. System and the opportunities, associations and experience acquired by Developer pursuant to this Agreement are of substantial value; **(c)** in developing the Carl's Jr. System, CJR and/or its affiliates have made substantial investments of time, effort and money; **(d)** CJR would be unable adequately to protect the Carl's Jr. System and their trade secrets and confidential and proprietary information against unauthorized use or disclosure and would be unable adequately to encourage a free exchange of ideas and information among operators of Carl's Jr. Restaurants if franchisees or developers were permitted to engage in the activities described in Section 12.C.(2)(a) or to hold interests in the businesses described in Section 12.C.(2)(b); **(e)** all restaurants operating in a quick-service format are substantial and direct competitors of the Carl's Jr. System; and **(f)** the restrictions on Developer's right to hold interests in, or perform services for, businesses described in Section 12.C.(2)(b) will not unduly limit its activities.

(2) Accordingly, Developer covenants and agrees that, except with CJR's prior written consent, during the Development Term, and for a continuous period of 2 years following its expiration, transfer or termination, Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, or other entity:

(a) Divert or attempt to divert any business or customer, or potential business or customer, of any restaurant franchised or operated by CJR or its affiliates to any competitor, by direct or indirect inducement or otherwise.

(b) Own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, sell the real property underlying any Franchised Location and related assets to, or have any interest in, either directly or indirectly, any restaurant business: **(i)** whose sales of Designated Entrée Items (as defined below) during any daypart are reasonably likely to account collectively for 20% or more of the restaurant's sales of all entrée items during that daypart; **(ii)** that features or promotes any Designated Entrée Item in its advertising; or **(iii)** that operates in a quick-service format (with or without table service). For purposes of the previous sentence, the term "Designated Entrée Items" means any hamburger sandwich, chicken sandwich, breakfast sandwich and any other entrée item of a type designated by CJR as part of the Carl's Jr. System at any time during the term of this Agreement. During the Development Term, there is no geographical limitation on this restriction. Following the expiration, transfer or termination of this Agreement, this restriction shall apply within the Development Territory, within 2 miles of the border of the Development Territory and within a 2-mile radius of any then-existing Carl's Jr. Restaurant. This restriction shall not apply to Developer's existing restaurant or foodservice operations, if any, which are identified in Appendix B, nor shall it apply to other restaurants operated by Developer that are franchised by CJR or its affiliates.

If any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. If, at any time during the 2 year period following expiration, Transfer or termination of this Agreement, Developer fails to comply with its

obligations under this Section, that period of noncompliance will not be credited toward Developer's satisfaction of the 2 year obligation.

D. Modification

CJR shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 12 effective immediately upon Developer's receipt of written notice, and Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 20.

E. Applicability

The restrictions contained in this Section 12 shall apply to Developer and all guarantors of Developer's obligations. With respect to each guarantor, these restrictions shall apply until 2 years after the earlier of: **(i)** the expiration, transfer or termination of this Agreement; or **(ii)** the date the guarantor ceases to be the Development Principal, an officer, stockholder, director, member of the Continuity Group or a 10% Owner (or, if a guarantor is the spouse of a person holding one or more of these positions, the date the person ceases to hold the applicable positions). The restrictions contained in this Section 12 shall not apply to ownership of less than a 5% legal or beneficial ownership in the outstanding equity securities of any publicly held corporation. The existence of any claim Developer or any guarantor of Developer's obligations may have against CJR or its affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by CJR of the covenants in this Section 12.

At CJR's request, unless otherwise prohibited by law, Developer will obtain covenants similar in substance to those set forth in this Section 12 from any of its stockholders, managers, directors, members, officers, or restaurant managers and from family members of guarantors.

F. Injunctive Relief

Developer acknowledges and agrees that violation of the covenants contained in this Section 12 will result in immediate and irreparable injury to CJR for which money damages are not an adequate remedy. Therefore, in addition to being responsible for any damages caused to CJR arising from Developer's violation of this Section 12, CJR shall be entitled to seek the entry of an injunction prohibiting any conduct by Developer in violation of this Section 12.

13. TERMINATION

A. Grounds for Termination

In addition to the grounds for termination that may be stated elsewhere in this Agreement, CJR may terminate this Agreement, and the rights granted by this Agreement, upon written notice to Developer without an opportunity to cure upon the occurrence of any of the following events:

(1) Developer fails to provide CJR with a fully-executed lease or sublease, or proof of purchase of the real property, for a proposed site by the applicable Property Control Date listed in Appendix B.

(2) Developer fails to open an authorized site by the Opening Date listed in Appendix B.

(3) At any time during the Development Term, Developer fails to have open and operating the minimum number of Franchised Restaurants required by the Development Schedule.

(4) Developer begins construction of a Franchised Restaurant at a site before Developer has received a fully-executed Franchise Agreement and paid CJR the Initial Franchise Fee.

(5) Developer is insolvent or is unable to pay its creditors (including CJR); files a petition in bankruptcy, an arrangement for the benefit of creditors or a petition for reorganization; there is filed against Developer a petition in bankruptcy, an arrangement for the benefit of creditors or petition for reorganization, which is not dismissed within 60 days of the filing; Developer makes an assignment for the benefit of creditors; or a receiver or trustee is appointed for Developer and not dismissed within 60 days of the appointment.

(6) Execution is levied against Developer's business or property; suit to foreclose any lien or mortgage against the premises or equipment of any Franchised Restaurant developed hereunder is instituted against Developer and is not dismissed within 60 days; or the real or personal property of any Franchised Restaurant developed hereunder shall be sold after levy thereupon by any sheriff, marshal or constable.

(7) There is a material breach by Developer of any obligation under Section 12.

(8) Any Transfer that requires CJR's prior written consent occurs without Developer having obtained that prior written consent.

(9) CJR discovers that Developer made a material misrepresentation or omitted a material fact in the information that was furnished to CJR in connection with its decision to enter into this Agreement.

(10) Developer knowingly falsifies any report required to be furnished CJR or makes any material misrepresentation in its dealings with CJR or fails to disclose any material facts to CJR.

(11) Developer, the Development Principal, any stockholder, member, partner, director or officer of Developer, any member of the Continuity Group or any 10% Owner is convicted of, or pleads no contest to, a felony charge, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole opinion of CJR, to adversely affect CJR, its affiliates, the Carl's Jr. System.

(12) Developer, the Development Principal, any member of the Continuity Group, any 10% Owner or any Affiliated Entity remains in default beyond the applicable cure period: **(a)** under any other agreement with CJR or its affiliates; **(b)** under any real estate lease, equipment lease, or financing instrument relating to a Franchised Restaurant; or **(c)** with any vendor or supplier to a Franchised Restaurant; provided that if the default is not by Developer, Developer is given written notice of the default and 30 days to cure said default.

(13) Developer fails or refuses to comply with any other provision of this Agreement or any requirement of the Carl's Jr. System and does not correct the failure or refusal within 30 days (10 days for monetary defaults) after receiving written notice of default. Except for monetary defaults, if the default cannot be corrected within 30 days, Developer shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Developer begins taking the actions necessary to correct the default during the 30-day cure period and diligently and in good faith pursues those actions to completion. Developer will be in default under this Section 13.A.(13) for any failure to

materially comply with any of the requirements imposed by this Agreement, the Development Guide or otherwise in writing, or to carry out the terms of this Agreement in good faith.

If Developer has received 2 or more notices of default pursuant to this Section 13.A.(13) within the previous 12 months, CJR shall be entitled to send Developer a notice of termination upon Developer's next default under this Section 13.A.(13) in that 12-month period without providing Developer an opportunity to remedy that default.

B. Statutory Limitations

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

14. OBLIGATIONS ON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement:

A. Developer shall have no further right to develop or open Franchised Restaurants in the Development Territory, except that Developer shall be entitled to complete and open a Franchised Restaurant for which a Franchise Agreement has been fully executed. Termination or expiration of this Agreement shall not affect Developer's right to continue to operate Franchised Restaurants that were open and operating as of the date this Agreement terminated or expired.

B. The limited exclusive rights granted Developer in the Development Territory shall terminate and CJR shall have the right to operate or license others to operate Carl's Jr. Restaurants anywhere in the Development Territory.

C. Developer promptly shall return to CJR all materials and information furnished by CJR or its affiliates, except materials and information furnished with respect to a Franchised Restaurant under development for which there is an effective Franchise Agreement or a Franchised Restaurant which is open and operating pursuant to an effective Franchise Agreement.

D. Developer and all persons and entities subject to the covenants contained in Section 12 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants.

E. Developer immediately shall pay CJR and its affiliates all sums due and owing CJR or its affiliates pursuant to this Agreement.

F. CJR shall retain the Development Fee, including any remaining (unused) balance on account with CJR.

G. Developer shall furnish CJR, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by an authorized officer of Developer) satisfactory to CJR of Developer's compliance with Sections 14.A. through 14.E.

H. Developer shall not, except with respect to a restaurant franchised by CJR or its affiliates which is then open and operating pursuant to an effective franchise agreement or a restaurant under construction that is franchised by CJR or its affiliates for which there is an effective franchise agreement:

(1) operate or do business under any name or in any manner that might tend to give the public the impression that Developer is connected in any way with CJR or its affiliates or has any right to use the Carl's Jr. System or any of the Proprietary Marks; **(2)** make, use or avail itself of any of the materials or information furnished or disclosed by CJR or its affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else; or **(3)** assist anyone not licensed by CJR or its affiliates to construct or equip a foodservice outlet substantially similar to a Carl's Jr. Restaurant.

15. RELATIONSHIP OF THE PARTIES

This Agreement does not create a fiduciary or other special relationship between the parties. No agency, employment, or partnership is created or implied by the terms of this Agreement, and Developer is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of CJR or its affiliates or a joint employer with CJR or its affiliates. Developer shall have no right or power to, and shall not, bind or obligate CJR or its affiliates in any way or manner, nor represent that Developer has any right to do so. Developer shall not issue any press releases without the prior written approval of CJR.

Developer is an independent contractor and is solely responsible for all aspects of the development and operation of the Franchised Restaurants, subject only to the conditions and covenants established by this Agreement and the Franchise Agreements. Without limiting the generality of the foregoing, Developer acknowledges that CJR has no responsibility to ensure that the Franchised Restaurants are developed and operated in compliance with all applicable laws, ordinances and regulations and that CJR shall have no liability in the event the development or operation of the Franchised Restaurants violates any law ordinance or regulation.

The sole relationship between Developer and CJR is a commercial, arms' length business relationship and, except as provided in Section 16, there are no third party beneficiaries to this Agreement. Developer's business is, and shall be kept, totally separate and apart from any that may be operated by CJR. In all public records, in relationships with other persons, and on letterheads and business forms, Developer shall indicate its independent ownership of the Franchised Restaurants and that Developer is solely a franchisee of CJR.

16. INDEMNIFICATION

A. Developer and all guarantors of Developer's obligations under this Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to CJR), and hold harmless (to the fullest extent permitted by law) CJR and its parents and affiliates, and their respective predecessors, successors, assigns, past and present stockholders, directors, managers, officers, members, employees, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with Developer's activities under this Agreement, excluding the gross negligence or willful misconduct of CJR. Developer promptly shall give CJR written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Developer and, upon request, shall furnish CJR with copies of any documents from such matters as CJR may request.

At Developer's expense and risk, CJR may elect to assume (but under no circumstances will CJR be obligated to undertake), the defense and/or settlement of any action, suit, proceeding, claim, demand,

investigation, inquiry, judgment or appeal thereof subject to this indemnification. Such an undertaking shall, in no manner or form, diminish Developer's obligation to indemnify and hold harmless CJR and Indemnitees. CJR shall not be obligated to seek recoveries from third parties or otherwise mitigate losses.

B. As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; lost profits; reasonable attorneys' fees; expert witness fees; court costs; settlement amounts; judgments; compensation for damages to CJR's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

17. CONSENTS, APPROVALS AND WAIVERS

A. Whenever this Agreement requires the prior approval or consent of CJR, Developer shall make a timely written request to CJR therefor; and any approval or consent received, in order to be effective and binding upon CJR, must be obtained in writing and be signed by an authorized officer of CJR.

B. CJR makes no warranties or guarantees upon which Developer may rely by providing any waiver, approval, consent or suggestion to Developer in connection with this Agreement, and assumes no liability or obligation to Developer therefor, or by reason of any neglect, delay, or denial of any request therefor. CJR shall not, by virtue of any approvals, advice or services provided to Developer, assume responsibility or liability to Developer or to any third parties to which CJR would not otherwise be subject.

C. No failure of CJR to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Developer with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of CJR's right to demand exact compliance with any of the terms of this Agreement. A waiver by CJR of any particular default by Developer shall not affect or impair CJR's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of CJR to exercise any power or right arising out of any breach or default by Developer of any of the terms, provisions or covenants of this Agreement affect or impair CJR's right to exercise the same, nor shall such constitute a waiver by CJR of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of the Development Term. Subsequent acceptance by CJR of any payments due to it hereunder shall not be deemed to be a waiver by CJR of any preceding breach by Developer of any terms, covenants or conditions of this Agreement. CJR has entered, and will continue to enter, into agreements with other developers and franchisees. The manner in which CJR enforces its rights, and the developers' or franchisees' obligations, under any of those other agreements shall not affect the ability of CJR to enforce its rights or Developer's obligations under this Agreement.

18. NOTICES

No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to: **(A)** if to Developer, addressed to Developer at the notice address set forth in Appendix B; and **(B)** if to CJR, addressed to CJR at its principal offices, current address: 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067 (marked Attn: Kerry Olson, General Counsel) (Email: kolson@ckr.com), with a copy to Franchise Legal Team (Email: legal@ckr.com). Any party may designate a new address for notices by

giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first rejection) and may be: **(1)** delivered personally; **(2)** transmitted by email to the address set forth above (or in Appendix B) with electronic confirmation of receipt; **(3)** mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or **(4)** mailed via overnight courier.

19. FORCE MAJEURE

As used in this Agreement, the term "Force Majeure" means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, pandemic, fire or other catastrophe, act of any government or other third party and any other cause not within the control of the party affected thereby. Developer's inability to obtain financing (regardless of the reason) shall not constitute Force Majeure.

If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, the parties shall be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice of such Force Majeure event to the other party by setting forth the nature thereof and an estimate as to its duration. Notwithstanding the foregoing, nothing in this Section shall permit or excuse any delay or failure to remit any payment due the other party on the due date.

20. ENTIRE AGREEMENT

CJR and Developer acknowledge that each element of this Agreement is essential and material and that, except as otherwise provided in this Agreement, the parties shall deal with each other in good faith. This Agreement, the Development Guide, the documents referred to herein, and the attachments hereto, constitute the entire, full and complete agreement between the parties concerning Developer's rights in the Development Territory and CJR's acceptance of sites for Franchised Restaurants, and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and in the attachments. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representation made in the Carl's Jr. Franchise Disclosure Document provided to Developer.

21. SEVERABILITY AND CONSTRUCTION

A. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final, unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which CJR is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

B. Except as otherwise provided in Section 16, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer and CJR and its affiliates and such of their heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

C. Developer expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which CJR is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. No provision of this Agreement shall be interpreted in favor of, or against, any party because of the party that drafted this Agreement.

E. Whenever CJR has expressly reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant Developer a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, CJR may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests. This also applies if CJR is deemed to have a right and/or discretion. CJR's judgment of what is in the best interests of the Carl's Jr. System, at the time its decision is made or its right or discretion is exercised, can be made without regard to whether: **(1)** other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by CJR; **(2)** CJR's decision or the action taken promotes its financial or other individual interest; **(3)** CJR's decision or the action taken applies differently to Developer and one or more other developers or franchisees or CJR company-operated or affiliate-operated operations; or **(4)** CJR's decision or the action taken is adverse to Developer's interests. CJR will have no liability to Developer for any such decision or action. CJR and Developer intend that the exercise of CJR's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, CJR and Developer agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants CJR the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Developer's rights and obligations under this Agreement.

F. Developer agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of CJR will have any liability for: **(1)** any obligations or liabilities of CJR relating to or arising from this Agreement; **(2)** any claim against CJR based on, in respect of, or by reason of the relationship between Developer and CJR; or **(3)** any claim against CJR based on any alleged unlawful act or omission of CJR. This provision does not include a release of claims arising from representations in the Carl's Jr. Franchise Disclosure Document provided to Franchisee in connection with this Agreement or any claims arising under any applicable state or federal franchise laws regulating the offer or sale of the franchise for this Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436)).

22. GOVERNING LAW, FORUM AND LIMITATIONS

A. This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles. Nothing in this Section is intended, or shall be deemed, to make any

Tennessee law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

B. The parties agree that, to the extent any disputes cannot be resolved directly between them, Developer shall file any suit against CJR only in the federal or state court having jurisdiction where CJR's principal offices are located at the time suit is filed. CJR may file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Developer resides or does business or where the Development Territory or any Franchised Restaurant is or was located or where the claim arose. Developer consents to the personal jurisdiction of those courts over Developer and to venue in those courts.

C. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding (including the offer and sale of a franchise to Developer) brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

D. Developer and CJR waive, to the fullest extent permitted by law, any right or claim of any consequential, punitive or exemplary damages against each other and agree that, in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it. Developer and CJR waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits and the right to trial by jury.

E. If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding shall be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of, the proceeding. If CJR utilizes legal counsel (including in-house counsel employed by CJR) in connection with any failure by Developer to comply with this Agreement, Developer shall reimburse CJR for any of the above-listed costs and expenses incurred by CJR. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

F. No right or remedy conferred upon or reserved to CJR or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS

A. Gender and Number

All references to gender and number shall be construed to include such other gender and number as the context may require.

B. Captions

All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

C. Counterparts

This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original. This Agreement may be signed using electronic signatures, and such signatures will have full legal force and effect.

D. Time

Time is of the essence of this Agreement for each provision in which time is a factor. Whenever this Agreement refers to a period of days or months, the first day or month to be counted shall be the day or month of the designated action, event or notice. Days shall be measured by calendar days, except that if the last day of a period is a Saturday, Sunday or national holiday, the period automatically shall be extended to the next day that is not a Saturday, Sunday or national holiday.

E. Injunctive Relief

Developer recognizes that its failure to comply with the terms of this Agreement, including, but not limited to, the failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to CJR, its affiliates, and the Carl's Jr. System. Therefore, Developer agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Developer, CJR shall be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by CJR shall be in addition to, and not in lieu of, all remedies and rights that CJR otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

F. Authority

All information Developer provided to CJR in connection with Developer's franchise application and CJR's grant of the development rights is truthful, complete and accurate. The persons signing this Agreement on behalf of Developer have full authority to enter into this Agreement and the other agreements contemplated by the parties. Execution of this Agreement or such other agreements by Developer does not and will not conflict with or interfere with, directly or indirectly, intentionally or otherwise, with the terms of any other agreement with any other third party to which Developer or any person with an ownership interest in Developer is a party.

G. Variations

CJR has the right, in its sole discretion, to waive, defer, or permit variations from the standards of the Carl's Jr. System, or any applicable agreement to any developer, franchisee, prospective developer, or prospective franchisee based on the peculiarities of a particular site, existing building configuration or circumstance, density of population, business potential, trade area population or any other condition or circumstance. CJR has the right, in its sole discretion, to deny any such request CJR believes would not be in the best interests of the Carl's Jr. System.

H. Compliance with U.S. Laws

Developer acknowledges that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 ("Order"), CJR is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, Developer represents and warrants to CJR that, as of the date of this Agreement, neither Developer nor any person holding any ownership interest in Developer,

controlled by Developer, or under common control with Developer is designated under the Order as a person with whom business may not be transacted by CJR, and that Developer: **(1)** does not, and hereafter shall not, engage in any terrorist activity; **(2)** is not affiliated with and does not support any individual or entity engaged in, contemplating or supporting terrorist activity; and **(3)** is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating or supporting terrorist activity, or to otherwise support or further any terrorist activity.

I. FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

If Developer is a resident of one of the states listed in the heading of this Section 23.I (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of a Franchised Restaurant in the Applicable Franchise Registration State, then the following applies:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

CJR:
CARL'S JR. RESTAURANTS LLC

By: _____
~~Print Name:~~ ~~Kerry Olson~~
~~Title:~~ ~~General Counsel~~
~~Date:~~ _____

~~**DEVELOPER:**~~
~~By:~~ _____
Print Name: _____
Title: _____
Date: _____

DEVELOPER:

By: _____
Print Name: _____
Title: _____
Date: _____

GUARANTEE AND ASSUMPTION OF DEVELOPER'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Carl's Jr. Restaurant Development Agreement dated as of _____ ("Agreement") by Carl's Jr. Restaurants LLC ("CJR"), entered into with _____ ("Developer"), the undersigned ("Guarantors"), each of whom is a member of Developer's Continuity Group or a 10% Owner, or the spouse thereof, hereby personally and unconditionally agree as follows:

1. Guarantee To Be Bound By Certain Obligations. Guarantors hereby personally and unconditionally guarantee to CJR and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that each will be personally bound by the restrictions contained in Section 12 of the Agreement.

2. Guarantee and Assumption of Developer's Obligations. Guarantors hereby: **(A)** guarantee to CJR and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Developer and any assignee of Developer's interest under the Agreement shall **(1)** punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and **(2)** punctually pay all other monies owed to CJR and/or its affiliates; **(B)** agree to be personally bound by each and every provision in the Agreement, including, without limitation, the provisions of Sections 12 and 16; and **(C)** agree to be personally liable for the breach of each and every provision in the Agreement.

3. General Release. Except as set forth at the end of this Section 3, each Guarantor (if an individual, on behalf of him/herself and his/her heirs, representatives, successors and assigns, and if a business entity, on behalf of itself and its parent, subsidiaries and affiliates) (each a "Releasor" and collectively, "Releasors"), freely and without any influence forever releases and covenants not to sue CJR, its parents, subsidiaries, affiliates, predecessors and successors and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities (collectively, "CJR Releasees"), from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "claims"), which any Releasor now owns or holds or may in the future own or hold based on, arising out of or relating to, in whole or in part, any fact, event, conduct or omission occurring on or before the date of this Guarantee, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation, and claims arising out of, or relating to the Agreement and all other agreements between any Releasor and any CJR Releasee, the sale of a franchise to any Releasor, the development of any Franchised Restaurant and the development and operation of all other restaurants operated by any Releasor that are or were franchised by CJR or its parents, subsidiaries, affiliates or predecessors. Each Guarantor (on behalf of the applicable Releasors) expressly agrees that fair consideration has been given by CJR for this release and it fully understands that this is a negotiated, complete and final release of all claims. This release does not include a release of claims arising from representations in the Carl's Jr. Franchise Disclosure Document provided to any Releasor in connection with the Agreement or any claims arising under any applicable state or federal franchise laws regulating the offer or sale of the franchise for the Agreement as of the date of the Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436).

4. General Terms and Conditions. The following general terms and conditions shall apply to this Guarantee:

A. Each of the undersigned waives: **(1)** acceptance and notice of acceptance by CJR of the foregoing undertakings; **(2)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(3)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(4)** any right he may have to require that an action be brought against Developer or any other person as a condition of liability; **(5)** all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Developer arising as a result of the execution of and performance under this Guarantee by the undersigned; **(6)** any law or statute which requires that CJR make demand upon, assert claims against or collect from Developer or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Developer or any others prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guarantee; **(7)** any and all other notices and legal or equitable defenses to which he may be entitled; and **(8)** any and all right to have any legal action under this Guarantee decided by a jury.

B. Each of the undersigned consents and agrees that: **(1)** his direct and immediate liability under this Guarantee shall be joint and several; **(2)** he shall render any payment or performance required under the Agreement if Developer fails or refuses punctually to do so; **(3)** such liability shall not be contingent or conditioned upon pursuit by CJR of any remedies against Developer or any other person; **(4)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which CJR may from time to time grant to Developer or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Developer to CJR or its affiliates under the Agreement; and **(5)** monies received from any source by CJR for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by CJR. In addition, if any of the undersigned ceases to be a member of the Continuity Group, a 10% Owner, or own any direct or indirect interest in Developer or any of the Franchised Restaurants, that person (and his spouse, if the spouse is also a guarantor) agrees that the obligations under this Guarantee shall continue to remain in force and effect unless CJR in its sole discretion, in writing, releases those person(s) from this Guarantee. Notwithstanding the provisions of the previous sentence, unless prohibited by applicable law, the obligations contained in Section 12.C. of the Agreement shall remain in force and effect for a period of 2 years after any such release by CJR. A release by CJR of any of the undersigned shall not affect the obligations of any other Guarantor.

C. If CJR brings an action to enforce this Guarantee in a judicial proceeding or arbitration, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

D. If CJR utilizes legal counsel (including in-house counsel employed by CJR or its affiliates) in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse CJR for any of the above-listed costs and expenses incurred by it.

E. If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(1)** failure of timely payment or performance of the obligations under this Guarantee; **(2)** breach of any agreement or representation contained or referred to in this Guarantee; **(3)** the dissolution

of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; and/or **(4)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any of the undersigned. If a Default occurs, the obligations of the undersigned shall be due immediately and payable without notice. Upon the death of one of the undersigned, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

F. This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. CJR's interests in and rights under this Guarantee are freely assignable, in whole or in part, by CJR. Any assignment shall not release the undersigned from this Guarantee.

G. Sections 22.A. through 22.D. of the Agreement are incorporated by reference into this Guarantee and all capitalized terms that are not defined in this Guarantee shall have the meaning given them in the Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal.

GUARANTORS:

NAME, INDIVIDUALLY

_____
Print name: _____
Address: _____
_____
Date: _____

NAME, INDIVIDUALLY

_____
Print name: _____
Address: _____
_____
Date: _____

NAME, INDIVIDUALLY

_____
Print name: _____
Address: _____
_____
Date: _____

APPENDIX A

DEVELOPMENT TERRITORY
(Recitals and Section 2)

The Development Territory shall be:

Developer's rights in the Development Territory shall be subject to the limitations described in Section 2. Any political boundaries contained in the description of the Development Territory shall be considered fixed as of the date of this Agreement and shall not change notwithstanding a political reorganization or a change in those boundaries. Unless otherwise specified, all street, road and highway boundaries shall be deemed to include only the inside portion of the stated boundary.

APPENDIX B

DEVELOPMENT INFORMATION

1. **Development Fee (Section 4)**. The Development Fee paid by Developer is $_____.

2. **Development Schedule (Section 3.A.)**. As of the date of the Development Agreement, Developer and its affiliates operate _____ Franchised Restaurants in the Development Territory ("Existing Restaurants"). During the Development Term, Developer shall develop _____ new Franchised Restaurants in the Development Territory ("New Restaurants"), so that, as of each Opening Date listed below, Developer (and its affiliates) are operating at least the following cumulative number of Existing and New Restaurants:

Number of New Restaurants	Property Control Date	Opening Date	Cumulative Number of Existing and New Restaurants To Be Open and Operating in the Development Territory by the Opening Date, Including the New Restaurant To Be Established

3. **Interests in Other Restaurants (Section 12.C.(2)(b).** _____

_____

4. **Developer's Notice Address (Section 18).** _____

_____

_____

~~**5. Development Agreement for One Franchised Restaurant Only. [NOTE: The following applies if the Development Agreement is for One Franchised Restaurant Only]** Developer and CJR agree that the Development Agreement is for the development of one Franchised Restaurant only in the Development Territory and as specified in the Development Schedule. Accordingly, any reference to Franchised Restaurants in the Development Agreement shall refer to the single Franchised Restaurant to be developed under the Development Agreement.~~

APPENDIX C

OWNERSHIP INTERESTS
(Section 8.C.)

If Developer is a business entity, the following is a list of all holders of a direct or indirect equity interest in Developer and their respective percentage interests.

Name	Address	Ownership Interest

Type of Business Entity:_____

CONTINUITY GROUP AND DEVELOPMENT PRINCIPAL
(Section 8.D. and Section 8.F.)

Developer's Continuity Group shall be comprised of the following persons:

_____

Developer's Development Principal is: _____

DEVELOPER:

By: _____

Title: _____ Date:____

APPENDIX D

CARL'S JR. LEASE ADDENDUM

THIS ADDENDUM to the Lease Agreement dated as of _____ ("Lease") between _____("Landlord") and _____("Tenant") is entered into as of the effective date of the Lease.

RECITALS:

Pursuant to the Lease, Landlord will lease or has leased to Tenant certain real property as defined in the Lease ("Premises") for the operation of a franchised Carl's Jr. Restaurant ("Restaurant");

Tenant will develop and operate the Restaurant pursuant to a franchise agreement (the "Franchise Agreement") with Carl's Jr. Restaurants LLC or its affiliates (collectively "CJR"), and the Lease is contingent upon Tenant's execution of the Franchise Agreement with CJR; and

The Franchise Agreement requires, among other things, that the Lease contain certain provisions. Landlord and Tenant desire to modify the Lease to add those required provisions as set forth below, and agree that the terms and provisions of this Lease Addendum are hereby deemed incorporated into and made a part of the Lease.

NOW, THEREFORE, notwithstanding anything to the contrary elsewhere in the Lease, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. The effectiveness of the Lease is contingent upon Tenant's execution of the Franchise Agreement with CJR within 30 days after the date of this Addendum.

2. Landlord consents to Tenant's use of the proprietary signs, distinctive exterior and interior designs, colors and layouts, and the trademarks prescribed by CJR (collectively, "Proprietary Marks"), and upon expiration or the earlier termination of the Lease, consents to permit Tenant, at Tenant's expense, to remove all such items and other trade fixtures, so long as Tenant makes repairs to the Premises caused by such removal.

3. Landlord and Tenant each agrees to provide CJR (at the same time as sent to the other party) a copy of all amendments, assignments, any notices of default, option and refusal rights notices and any other material documents or correspondence or notices pertaining to the Lease and the Premises, including without limitation, tenant estoppel certificates and subordination agreements. CJR's mailing address, until further notice, for this purpose is Attention: Franchise Legal Team, 6700 Tower Circle, Suite 1000, Franklin, TN 37067.

4. Following reasonable notice to Landlord, CJR shall have the right to enter the Premises to make any modifications or alterations necessary to protect the "Carl's Jr. Restaurant System" and the Proprietary Marks and to cure any Tenant default under the Lease within the time

periods provided by the Lease, and charge Tenant for all costs incurred in making such modifications or alterations and for curing any such default, all without being guilty of trespass or other tort.

5. Landlord agrees that Tenant, and not CJR, shall be solely responsible for all obligations, debts and payments under the Lease and that CJR shall have no liability in that regard.

6. Landlord agrees that, following the expiration or earlier termination of the Lease or the Franchise Agreement, Tenant shall have the right to make those alterations and modifications (including removal and demolition of improvements installed by Tenant or CJR if necessary) to the Premises or any part thereof as may be necessary to clearly distinguish to the public the Premises from a Carl's Jr. Restaurant and also to make those specific additional changes as CJR reasonably may require for that purpose. This includes, but is not limited to, removal of all Proprietary Marks. Landlord further agrees that, if Tenant fails to promptly make the necessary alterations and modifications, CJR shall have the right to do so without being guilty of trespass or other tort so long as CJR makes repairs to the building caused by such removal.

7. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees not to amend or otherwise modify the Lease in any manner that would affect any of the requirements set forth herein without CJR's prior written consent.

8. Tenant may assign the Lease, or any right or rights therein (including without limitation purchase options or rights of first refusal), to CJR or its parent, affiliates or subsidiaries (without Landlord's consent) or its designee (with Landlord's consent which consent shall not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rentals or other charges payable to Landlord.

9. Landlord consents to Tenant's collateral assignment of the Lease to CJR or its designee, granting CJR the option, but not the obligation, to assume the Lease and/or any or all rights therein.

10. If Tenant fails to exercise, for any reason, any term renewal or term extension right under the Lease, then CJR may exercise such right, and upon the exercise of such right by CJR, Tenant agrees that the Lease shall be deemed transferred and assigned to CJR, effective upon the commencement of the renewal or extension term, without any further action of the parties, and Landlord consents to such transfer and assignment, and Tenant shall remain obligated under the Lease. If Tenant fails to exercise, for any reason, any purchase option or right of first refusal or similar right under the Lease, then CJR may exercise such right, and upon the exercise of such right by CJR, Tenant agrees that such right shall be deemed transferred and assigned to CJR without any further action of the parties, and Landlord consents to such transfer and assignment, and Tenant shall remain obligated under the Lease. Landlord and Tenant acknowledge that CJR's exercise of the foregoing rights is subject to Tenant's right to exercise such rights, and that if Tenant legally exercises such right within the time permitted under the Lease, CJR's exercise of such rights, whether before or after Tenant's exercise, shall be void.

11. CJR is hereby deemed a third party beneficiary of this Addendum solely for the purpose of enforcing any rights granted to or otherwise available to CJR under this Addendum.

12. Upon the expiration or termination of the Lease or Franchise Agreement, Landlord acknowledges and agrees that CJR has the option, in accordance with its rights under the Franchise Agreement, to take an assignment of Tenant's rights and obligations under the Lease. CJR may exercise its step-in rights by giving written notice to the Landlord at any time following such expiration or termination of the Lease or Franchise Agreement up until 30 days after the later of: **(1)** the effective date of termination or expiration of the Lease or Franchise Agreement; or **(2)** the date Tenant ceases to operate the Restaurant.

13. ~~12.~~ The foregoing provisions shall apply during the entire term of the Lease, including any renewal term. To the extent there is any conflict between the terms set forth in the body of the Lease and the terms set forth in this Lease Addendum, the terms of this Lease Addendum will control.

14. ~~13.~~ This Addendum may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

15. ~~14.~~ Each of the persons executing this Addendum on behalf of each party represents and warrants that said party has the full right, power and authority to execute and deliver this Addendum and that each person signing on said party's behalf is authorized to do so.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

LANDLORD:

By:_____

Print Name:_____

Title:_____

Date:_____

TENANT:

By:_____

Print Name:_____

Title:_____

Date:_____

EXHIBIT D

FRANCHISE AGREEMENT

CARL'S JR. RESTAURANT FRANCHISE AGREEMENT

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CARL'S JR. RESTAURANT FRANCHISE AGREEMENT

THIS AGREEMENT is made as of _____ by and between Carl's Jr. Restaurants LLC ("CJR"), a Delaware limited liability company, and _____ ("Franchisee").

RECITALS:

A. As a result of the expenditure of time, skill, effort and money, CJR and its predecessor have developed, and CJR owns, a unique and distinctive system ("System") relating to the development, establishment and operation of quick service restaurants ("Carl's Jr. Restaurants").

B. The distinguishing characteristics of the System include, without limitation, uniform and distinctive exterior and interior design, layout and trade dress, including specially designed decor and furnishings; an efficient kitchen and equipment layout featuring an automatic charbroiling cooking process; special recipes and menu items; procedures and techniques for food and beverage storage, preparation, service and sanitation; technical assistance and training through course instruction and manuals; and advertising and promotional programs. The System and its components may be changed, improved, and further developed by CJR from time to time.

C. CJR identifies the System by means of certain trade names, trademarks, service marks, trade dress, logos, insignias, slogans, emblems, symbols, designs and any combination thereof or any other indicia of source (collectively "Proprietary Marks") which CJR has designated or may in the future designate for use with the System. The Proprietary Marks used to identify the System, including the principal Proprietary Marks, may be modified by CJR and/or its affiliates from time to time.

D. CJR continues to develop, use and control the use of these Proprietary Marks in order to identify for the public the source of services and products marketed under the Proprietary Marks and the System, and to represent the System's high standards of quality, appearance and service.

E. Franchisee desires to obtain a license to use the System and to develop and continuously operate one Carl's Jr. Restaurant ("Franchised Restaurant") at the location specified in attached Appendix A ("Franchised Location"), subject to the terms and conditions of this Agreement and in strict compliance with the standards and specifications established by CJR.

F. Franchisee understands and acknowledges the importance of CJR's high and uniform standards of quality, operations and service and the necessity of developing and operating the Franchised Restaurant (the "System Standards") in strict conformity with this Agreement, the Development Guide, and the Operation Procedures Manual ("OPM").

G. CJR is willing to grant Franchisee a license to develop and operate the Franchised Restaurant at the Franchised Location, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of CJR's grant to Franchisee of the right to develop and operate a Franchised Restaurant at the Franchised Location during the term of this Agreement, as well as the mutual covenants, agreements and obligations set forth below, the parties agree as follows:

1. GRANT OF FRANCHISE

A. Grant

Subject to the provisions of this Agreement, CJR hereby grants to Franchisee the nonexclusive right ("Franchise") to develop and continuously operate the Franchised Restaurant at the Franchised Location and to use the Proprietary Marks in the operation of the Franchised Restaurant. Franchisee may not operate the Franchised Restaurant at any site other than the Franchised Location or offer and sell products through any other method or channel of distribution. Further, Franchisee may not relocate the Franchised Restaurant without CJR's prior written consent, which may be withheld by CJR in its sole discretion. If CJR approves a relocation of the Franchised Restaurant, it shall have the right to charge Franchisee for all reasonable expenses actually incurred in connection with consideration of the relocation request.

Franchisee agrees that it will at all times faithfully, honestly and diligently perform its obligations under this Agreement, that it will continuously exert its best efforts to promote and enhance the business of the Franchised Restaurant and that it will not engage in any other business or activity that may conflict with its obligations under this Agreement, except the operation of other Carl's Jr. Restaurants or other restaurants operated by Franchisee that are franchised by CJR or its affiliates or other restaurants as disclosed to CJR by Franchisee in Appendix A.

B. No Exclusivity

This Agreement does not give Franchisee any exclusive rights to use the System or the Proprietary Marks in any geographic area. Nothing in this Agreement prohibits CJR from, among other things: **(1)** operating or licensing others to operate at any location, during or after the term of this Agreement, any type of restaurant other than Carl's Jr. Restaurants; **(2)** operating or licensing others to operate, during the term of this Agreement, Carl's Jr. Restaurants at any location other than the Franchised Location; **(3)** operating or licensing others to operate, after this Agreement terminates or expires, Carl's Jr. Restaurants at any location, including the Franchised Location; and **(4)** merchandising and distributing goods and services identified by the Proprietary Marks at any location through any other method or channel of distribution. CJR reserves to itself all rights to use and license the System and the Proprietary Marks other than those expressly granted under this Agreement.

C. Forms of Agreement

Franchisee acknowledges that, over time, CJR has entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that CJR and other franchisees may have different rights and obligations does not affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

2. TERM

A. Initial Term

The Initial Term of this Agreement and the Franchise granted by this Agreement shall begin on the date of this Agreement and terminate at midnight on the day preceding the 20th anniversary of the date the Franchised Restaurant first opened for business, unless this Agreement is terminated at an earlier date pursuant to Section 21. CJR shall complete and forward to Franchisee a Commencement Date Addendum to memorialize the date the Franchised Restaurant first opened for business in the form

substantially similar to Appendix F. Franchisee agrees to continuously operate the Franchised Restaurant during the Initial Term, and in the event of casualty to the Franchised Restaurant that requires its closure, Franchisee must reopen the Franchised Restaurant for business within six months following the event of casualty unless a different time period is agreed to in writing by CJR.

Notwithstanding the foregoing, if, during the term of this Agreement, Franchisee, through no act or failure to act on its part (except the failure to extend the lease for the Franchised Location through the Initial Term of this Agreement), loses the right to possession of the Franchised Location, the Initial Term shall expire as of the date of the loss of the right to possession. However, if the right to possession is lost through no act or failure to act on Franchisee's part, Franchisee may relocate the Franchised Restaurant (without paying any additional initial franchise fee or transfer fee) at its expense and the Initial Term shall not expire if: **(1)** CJR accepts the new location; **(2)** Franchisee constructs and equips a Franchised Restaurant at the new location in accordance with the then-current System Standards and specifications; **(3)** a Franchised Restaurant at the new location is open to the public for business within 6 months after the loss of possession of the Franchised Location; and **(4)** Franchisee reimburses CJR for all reasonable expenses actually incurred by CJR in connection with the acceptance of the new location.

B. Renewal Term

(1) At the expiration of the Initial Term, Franchisee shall have an option to remain a franchisee at the Franchised Location for a Renewal Term of 10 years or, at Franchisee's option, 5 years. Franchisee must give CJR written notice of whether or not it intends to exercise its renewal option and the length of the proposed Renewal Term not less than 12 months, nor more than 24 months, before the expiration of the Initial Term. Notwithstanding the foregoing, if Franchisee subleases the Franchised Location from CJR, Franchisee must give CJR the notice described in the preceding sentence not less than 6 months, nor more than 12 months, before notice of renewal is required to be provided to the landlord under the master lease. Failure by Franchisee to timely provide CJR the required notice constitutes a waiver by Franchisee of its option to remain a franchisee beyond the expiration of the Initial Term.

(2) If Franchisee desires to continue as a franchisee for the Renewal Term, Franchisee must comply with all of the following conditions prior to and at the end of the Initial Term:

(a) Franchisee shall not be in default under this Agreement or any other agreements between Franchisee and CJR or its affiliates; Franchisee shall not be in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Franchised Restaurant; Franchisee shall not be in default beyond the applicable cure period with any vendor or supplier to the Franchised Restaurant; and, for the 12 months before the date of Franchisee's notice and the 12 months before the expiration of the Initial Term, Franchisee shall not have been in default beyond the applicable cure period under this Agreement or any other agreements between Franchisee and CJR or its affiliates.

(b) Franchisee shall make the capital expenditures required to renovate and modernize the Franchised Restaurant to conform to the interior and exterior designs, decor, color schemes, furnishings and equipment and presentation of the Proprietary Marks consistent with the image of the System for new Carl's Jr. Restaurants at the time Franchisee provides CJR the renewal notice, including such structural changes, remodeling, redecoration and modifications to existing improvements as may be necessary to do so.

(c) Franchisee and its employees at the Franchised Restaurant shall be in compliance with CJR's then-current training requirements.

(d) Franchisee shall have the right to remain in possession of the Franchised Location, or other premises acceptable to CJR, for the Renewal Term and all monetary obligations owed to Franchisee's landlord, if any, must be current.

(e) Franchisee, all individuals who executed this Agreement and all guarantors of Franchisee's obligations shall have executed a general release and a covenant not to sue, in a form satisfactory to CJR, of any and all claims against CJR and its affiliates and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Franchisee and CJR or its affiliates and Franchisee's operation of the Franchised Restaurant, other Carl's Jr. Restaurants operated by Franchisee and all other restaurants operated by Franchisee that are franchised by CJR or its affiliates.

(f) As determined by CJR in its sole discretion, Franchisee has operated the Franchised Restaurant and all of its other franchised Carl's Jr. Restaurants in accordance with the applicable franchise agreements and with the System Standards (as set forth in the OPM or otherwise and as revised from time to time by CJR) and has operated each of its other restaurants that are franchised by CJR or its affiliates in accordance with the applicable franchise agreement and system standards.

(3) Within 4 months after CJR's receipt of Franchisee's written notice of its desire to renew, CJR shall advise Franchisee whether or not Franchisee is entitled to remain a franchisee for the Renewal Term. If CJR intends to permit Franchisee to remain a franchisee for the Renewal Term, CJR's notice will contain preliminary information regarding actions Franchisee must take to satisfy Sections 2.B.(2)(b) and (c). If CJR does not intend to permit Franchisee to remain a franchisee for the Renewal Term, CJR's notice shall specify the reasons for non-renewal. If CJR chooses not to permit Franchisee to remain a franchisee for the Renewal Term, it shall have the right to unilaterally extend the Initial Term of this Agreement as necessary to comply with any applicable laws.

(4) If Franchisee will remain a franchisee for the Renewal Term, CJR shall forward to Franchisee a new franchise agreement for the Renewal Term for Franchisee's signature at least 4 months prior to the expiration of the Initial Term. The form of renewal franchise agreement shall be the form then in general use by CJR for Carl's Jr. Restaurants (or, if CJR is not then granting franchises for Carl's Jr. Restaurants, that form of agreement as specified by CJR) and likely will differ from this Agreement, including, but not limited to, provisions relating to the royalty fee and advertising obligations.

(5) Franchisee shall pay CJR a renewal fee in the amount of $5,000 for a Renewal Term of 5 years or ~~less or~~ $10,000 for a Renewal Term ~~greater than 5 years, but no more than~~of 10 years.

(6) Franchisee shall execute the renewal franchise agreement for the Renewal Term and return the signed agreement to CJR, along with the renewal fee, at least one month prior to the expiration of the Initial Term. Failure by Franchisee to sign the renewal franchise agreement and return it to CJR (along with the renewal fee) within this time shall, at CJR's option, be deemed an election by Franchisee not to renew the Franchise and shall result in termination of this Agreement and the Franchise granted by this Agreement at the expiration of the Initial Term. Provided Franchisee has timely complied with all of the conditions set forth in this Section 2.B., CJR shall execute the renewal franchise agreement and promptly return a fully-executed copy to Franchisee.

C. Holdopver

If Franchisee continues to accept the benefits of this Agreement after the expiration of the initial term but does not satisfy the renewal conditions outlined in Section 2.C above then, at CJR's sole option, this Agreement may be treated as: (a) expired as of the date of the expiration and Franchisee will be operating without a franchise or license to do so and in violation of CJR's rights to the Marks, brand and System; or (b) continued on a month-to-month basis (an "Interim Period") and all of Franchisee's obligations will remain in full force and effect during the Interim Period as if the Agreement had not expired. Each Interim Period expires at the end of each calendar month unless this Agreement is renewed as provided for this Agreement. The Interim Period does not create any new franchise rights and upon expiration of the final Interim Period; provided Franchisee does not renew the rights licensed in this Agreement as specified in this Agreement, Franchisee will be bound by all post-term obligations as provided in this Agreement.

3. LEASE TERMS

If Franchisee has not previously provided CJR with a fully-signed copy of its lease or sublease for the Franchised Location, or proof that Franchisee has purchased the real estate for the Franchised Location, Franchisee shall immediately upon execution of this Agreement provide CJR with a copy of the fully-signed lease or sublease, together with the executed Carl's Jr. Lease Addendum in the form attached as Appendix G. For purposes of this Agreement, the effective date of the lease or sublease, or the closing date of the purchase of the real property, shall be the "Property Control Date".

4. CONSTRUCTION OF THE FRANCHISED RESTAURANT

A. Development Training

Franchisee shall complete, to CJR's satisfaction, any development training required by CJR. Franchisee shall pay CJR, for each person attending development training, a tuition fee as established by CJR from time to time. Franchisee also may attend optional development training as offered by CJR from time to time, subject to payment of a tuition fee as established by CJR from time to time. Franchisee will be required to pay all travel, living and other expenses incurred by Franchisee and its employees while attending development training and optional development training.

B. Restaurant Development

Franchisee assumes all cost, liability and expense for developing, constructing and equipping the Franchised Restaurant. CJR will furnish to Franchisee prototypical plans and specifications for a Carl's Jr. Restaurant, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, storefront and color scheme. It shall be Franchisee's responsibility to have prepared all required construction plans and specifications to suit the shape and dimensions of the Franchised Location and Franchisee must ensure that these plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. Franchisee shall use only registered architects, registered engineers, and professional and licensed contractors.

Franchisee shall submit proposed construction plans, specifications and drawings for the Franchised Restaurant ("Plans") to CJR and shall, upon CJR's request, submit all revised or "as built" Plans during the course of such construction. CJR will review the Plans and notify Franchisee within 30 days after CJR receives the Plans, or such longer period as CJR requires, whether the Plans are approved. CJR's approval shall not be unreasonably withheld. Once CJR has approved the Plans and Franchisee has

signed each page of the Plans acknowledging the approval and Franchisee's obligations for compliance, no substantial change shall be made to the Plans without the prior approval of CJR, which shall not be unreasonably withheld. If, in the course of construction, any such change in the Plans is contemplated, CJR's approval must first be obtained before proceeding. CJR shall approve or disapprove Plan changes within 10 business days after receipt.

Franchisee is prohibited from beginning site preparation or construction prior to receiving written notification from CJR that it has approved the Plans. All construction must be in accordance with Plans approved by CJR and must comply in all respects with applicable laws, ordinances and local rules and regulations. The Franchised Restaurant may not open if construction has not been performed in substantial compliance with Plans approved by CJR, and this Agreement may be terminated if such non-compliance is not cured within a commercially reasonable amount of time. CJR may furnish guidance to Franchisee in developing the Franchised Restaurant and may periodically inspect the premises during its development.

C. Commencement and Completion of Construction

Construction of the Franchised Restaurant shall commence within 6 months after the Property Control Date ("Construction Commencement Date"). Site acceptance will be deemed to have been withdrawn, without notice to Franchisee, if Franchisee fails to commence construction within that time period.

Prior to the Construction Commencement Date, Franchisee shall have: **(1)** eliminated or otherwise satisfied all of the conditions set forth in this Agreement; **(2)** paid CJR the balance, if any, of the Initial Franchise Fees required by this Agreement; **(3)** if not previously signed, executed this Agreement; and **(4)** if not previously provided, provided CJR a copy of the fully-executed lease for the Franchised Location (containing those provisions specified by CJR in accordance with Section 3) or, if Franchisee owns the Franchised Location, proof of Franchisee's ownership interest. As used in this Agreement, construction shall have commenced only after Franchisee has obtained all required permits and: **(a)** with respect to a free-standing Franchised Restaurant, Franchisee has begun the installation of building footings with the intent to maintain continuous construction thereafter; or **(b)** with respect to a non free-standing Restaurant or a Restaurant being converted from a prior use, Franchisee has begun the installation of sub-floor plumbing with the intent to maintain continuous construction thereafter.

Once construction has commenced, it shall continue uninterrupted (except for interruption by reason of events constituting Force Majeure as defined in Section 28) until completed. If events constituting Force Majeure cause a delay in the commencement of construction of the Franchised Restaurant, CJR shall proportionately extend the Opening Date for the Franchised Restaurant. Notwithstanding the occurrence of any events, except events constituting Force Majeure, construction shall be completed and the Franchised Restaurant shall be furnished, equipped and shall otherwise be ready to open for business in accordance with this Agreement not later than 18 months after the Property Control Date ("Opening Date").

Franchisee agrees, at its sole expense, to do or cause to be done the following, by the Opening Date:

(1) Obtain and maintain all required building, utility, sign, health, sanitation, business and other permits and licenses applicable to the Franchised Restaurant.

(2) Construct all required improvements to the Franchised Location and decorate the exterior and interior of the Franchised Restaurant in compliance with the Plans approved by CJR.

(3) Purchase or lease and install all specified and required fixtures, equipment, furnishings and interior and exterior signs required for the Franchised Restaurant.

(4) Purchase an opening inventory for the Franchised Restaurant of only authorized and approved products and other materials and supplies.

D. Acquisition of Necessary Furnishings, Fixtures and Equipment

Franchisee agrees to use in the development and operation of the Franchised Restaurant only those fixtures, furnishings, equipment and signs that CJR has approved for Carl's Jr. Restaurants as meeting its specifications and standards for quality, design, appearance, function and performance. Franchisee further agrees to place or display at the Franchised Restaurant (interior and exterior) only those signs, emblems, lettering, logos and display materials that CJR approves in writing from time to time.

Franchisee shall purchase or lease approved brands, types or models of fixtures, furnishings, equipment and signs only from suppliers designated or approved by CJR, which may include CJR. If Franchisee proposes to purchase, lease or otherwise use any fixtures, furnishings, equipment or signs which have not been approved by CJR, Franchisee shall first notify CJR in writing and shall, at its sole expense, submit to CJR upon its request, sufficient specifications, photographs, drawings and/or other information or samples for a determination as to whether those fixtures, furnishings, equipment and/or signs comply with CJR's specifications and standards. CJR will, in its sole discretion, approve or disapprove the items and notify Franchisee within 30 days after CJR receives the request, or such longer period as CJR requires.

If Franchisee builds any portion of the Franchised Restaurant outside of CJR's specifications without receiving CJR's prior written consent, CJR shall have the right to delay the opening of the Franchised Restaurant until Franchisee, at its sole expense, brings the Franchised Restaurant's development within full compliance of CJR's specifications.

E. Hardware and Software

Prior to the opening of the Franchised Restaurant, Franchisee agrees to procure and install such data processing equipment, computer hardware and software, required dedicated telephone and power lines, modems, printers and other computer-related accessory or peripheral equipment as CJR specifies in Section 13.E. of this Agreement, the Development Guide, the OPM, or otherwise. Franchisee shall provide all assistance required by CJR to bring Franchisee's computer system on-line with the computer system designated by CJR and maintained by CJR or its affiliates at the earliest possible time. Franchisee agrees that CJR shall have the free and unfettered right to retrieve any data and information from Franchisee's computers as CJR, in its sole discretion, deems appropriate, including electronically polling the daily sales, menu mix and other data of the Franchised Restaurant. All of the hardware and software specified to be installed or purchased, or activities Franchisee is to accomplish, and the delivery cost of all hardware and software, shall be at Franchisee's expense.

F. Inspection, Cooperation

During the course of construction and/or renovation, Franchisee shall (and shall cause Franchisee's architect, engineer, contractors, and subcontractors to) cooperate fully with CJR and its

designees for the purpose of permitting CJR and its designees to inspect the Franchised Location and the course of construction of the Franchised Restaurant in order to determine whether construction is proceeding according to the Plans. Without limiting the generality of the foregoing, Franchisee, and Franchisee's architect, engineer, contractors and subcontractors shall: **(1)** supply CJR or its designees with samples of construction materials, test borings, corings, due diligence environmental studies, supplies, equipment and other material and reports, if any such tests, studies or reports indicate there may be material problems or as CJR or its designees may request; and **(2)** afford CJR's representatives and its designees access to the Franchised Location and to the construction work in order to permit CJR and its designees to carry out their inspections.

G. Reports

From the Construction Commencement Date to the Opening Date, Franchisee shall submit to CJR, on or before the first day of each month (or more frequently if CJR requests), a report showing progress made toward completing construction and being prepared to open the Franchised Restaurant by the Opening Date.

H. Limitation of CJR's Liability

Notwithstanding the right of CJR to approve the Plans and to inspect the construction work at the Franchised Restaurant, CJR and its designees shall have no liability or obligation with respect to the Franchised Location, the design or construction of the Franchised Restaurant or the furnishings, fixtures and equipment to be acquired; CJR's rights being exercised solely for the purpose of ensuring compliance with the terms and conditions of this Agreement.

I. Financing

Without the prior written approval of CJR, which shall not be unreasonably withheld, the construction, renovation and/or operation of the Franchised Restaurant shall not be financed by a public or private offering of any right, title or interest in the Franchised Restaurant, the property upon which it is built or the receipts from its operation.

J. Franchise Management Training Program

Prior to the opening of the Franchised Restaurant, those employees hired by Franchisee to fill certain designated positions shall attend and successfully complete, to the satisfaction of CJR, the Franchise Management Training Program in accordance with Section 11.A. of this Agreement.

K. Final Inspection and Opening Date

Franchisee shall notify CJR in writing at least 30 days prior to the date Franchisee expects construction and/or renovation to be completed and a certificate of occupancy to be issued. If requested by CJR, Franchisee shall submit a copy of the certificate of occupancy to CJR. CJR reserves the right, after receiving Franchisee's notice, to conduct a final inspection of the Franchised Restaurant and its premises to determine if Franchisee has complied with this Agreement. CJR shall not be liable for delays or loss occasioned by its inability to complete its investigation and to make a determination within this period. Franchisee shall not open the Franchised Restaurant for business without CJR's express written authorization, which will not be granted unless Franchisee has satisfied the conditions contained in Section 5.

5. RIGHT TO OPEN THE FRANCHISED RESTAURANT

CJR will not authorize the opening of the Franchised Restaurant unless all of CJR's pre-opening requirements have been fully satisfied, including, but not limited to, the following:

A. Neither Franchisee nor any of its affiliates is in default under this Agreement or any other agreements with CJR or its affiliates, Franchisee is not in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Franchised Restaurant, Franchisee is not in default beyond the applicable cure period with any vendor or supplier to the Franchised Restaurant and, for the previous 6 months, neither Franchisee nor any of its affiliates has been in default beyond the applicable cure period under any agreement with CJR or its affiliates.

B. Franchisee and its affiliates are current on all obligations due CJR and its affiliates.

C. CJR is satisfied that the Franchised Restaurant was constructed and/or renovated and equipped substantially in accordance with the Plans approved by CJR and state and local codes and with the requirements of the System.

D. If the Franchised Location is leased, CJR has received a copy of the fully-executed lease which contains those provisions specified by CJR in accordance with Section 3 of this Agreement.

E. Franchisee has obtained a certificate of occupancy and any other required health, safety or fire department certificates.

F. Franchisee has certified to CJR in writing that the installation of all items of furnishings, fixtures, equipment, signs, computer terminals and related equipment, supplies and other items has been accomplished.

G. CJR has determined that: **(1)** CJR's Franchise Management Training Program has been successfully completed by the minimum number of Franchisee's employees required by CJR; and **(2)** Franchisee has hired and trained a sufficient number of staff in accordance with CJR's standards and the requirements of the System and this Agreement.

H. CJR has been furnished with copies of all insurance policies required by Section 15 or such other evidence of insurance coverage and payment of premiums as CJR reasonably may request.

I. If not previously paid, Franchisee has paid CJR the balance of the Initial Franchise Fee required by this Agreement and the opening training support team fee as required by CJR.

J. Provided all of the preceding conditions have been met, CJR will notify Franchisee of its approval to open the Franchised Restaurant. Notwithstanding the foregoing, CJR has the right to waive any of the foregoing conditions.

6. FEES

A. Initial Franchise Fee

Franchisee agrees to pay CJR an Initial Franchise Fee in the amount specified in Appendix A upon its execution of this Agreement. Any Development Fee previously paid by Franchisee to CJR with respect to the Franchised Restaurant shall be credited against the Initial Franchise Fee. Franchisee

acknowledges and agrees that the Initial Franchise Fee is paid in consideration of CJR initially granting this Franchise, it was fully earned at the time paid, and it is not refundable for any reason whatsoever.

B. Royalty Fee

In addition to all other amounts to be paid by Franchisee to CJR, Franchisee shall pay CJR a nonrefundable and continuing royalty fee in an amount set forth in attached Appendix B for the right to use the System and the Proprietary Marks at the Franchised Location. If any taxes, fees or assessments are imposed on CJR by reason of its acting as franchisor or licensing the Proprietary Marks under this Agreement, Franchisee shall reimburse CJR the amount of those taxes, fees or assessments within 10 days after receipt of an invoice from CJR.

Gross Sales shall include all revenue from the sale of all services and products (except CJR approved promotional items) and all other income of every kind and nature (excluding revenue from the sale of stored value gift cards or gift certificates but including revenue when gift certificates are redeemed or stored value gift cards are debited) related to the Franchised Restaurant, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Sales shall not include any sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority.

C. Advertising Fees

Franchisee also shall spend and/or contribute for advertising up to 7% of the Gross Sales of the Franchised Restaurant. The exact amount of the advertising fees to be spent and/or contributed by Franchisee, and the allocation of the advertising fees, as of the date of this Agreement, is set forth in Section 8 and attached Appendix C.

D. Remittance Reports

Within 5 business days after the end of each fiscal week (as defined by CJR from time to time), Franchisee shall submit to CJR in writing (or by email, polling by computer or such other form or method as CJR may designate) the amount of Gross Sales from the Franchised Restaurant during the preceding fiscal week and such other data or information as CJR may require.

E. Payment of Fees

Within 10 calendar days after the end of each fiscal week ("Due Date"), Franchisee shall pay CJR the royalty fee, and the advertising fees required by Sections 8.B and 8.C., applicable to the Gross Sales for the fiscal week and any interest charges by electronic funds transfer. In connection with payment of these fees by electronic funds transfer, CJR may designate a day for payment different than the Due Date. On each Due Date, CJR will transfer from the Franchised Restaurant's bank operating account ("Account") the amount reported to CJR in Franchisee's remittance report or determined by CJR by the records contained in the cash registers/computer terminals of the Franchised Restaurant. If Franchisee has not reported Gross Sales to CJR for any fiscal period, CJR will transfer from the Account an amount calculated in accordance with its estimate of the Gross Sales during the fiscal period. If, at any time, CJR determines that Franchisee has underreported the Gross Sales of the Franchised Restaurant, or underpaid the royalty fee or other amounts due to CJR under this Agreement, or any other agreement, CJR shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited

to the Account effective as of the first reporting date after CJR and Franchisee determine that such credit is due.

In connection with payment of the royalty fee, advertising fees, or other amounts payable under this Agreement by electronic funds transfer, Franchisee shall: **(1)** comply with procedures specified by CJR in the OPM or otherwise in writing; **(2)** concurrent with the execution of this Agreement, sign and deliver the ACH form attached as Appendix H; **(3)** perform those acts and sign and deliver any other documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 8.E.; and **(4)** make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof.

Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement. Franchisee shall not be entitled to set off, deduct or otherwise withhold any royalty fees, advertising contributions, interest charges or any other monies payable by Franchisee under this Agreement on grounds of any alleged non-performance by CJR of any of its obligations or for any other reason.

F. Interest

If any payments by Franchisee due to CJR are not received by CJR by the date due, Franchisee, in addition to paying the amount owed, shall pay CJR interest on the amount owed from the date due until paid at the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurant is located, not to exceed 1.5% per fiscal period (as defined by CJR from time to time) or a portion of a fiscal period. Payment of interest by Franchisee on past due obligations is in addition to all other remedies and rights available to CJR pursuant to this Agreement or under applicable law.

G. Partial Payments

No payment by Franchisee or acceptance by CJR of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Franchisee's payment of a lesser amount than due with an endorsement, statement or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect and CJR may accept the partial payment without prejudice to any rights or remedies it may have against Franchisee. Acceptance of payments by CJR other than as set forth in this Agreement shall not constitute a waiver of CJR's right to demand payment in accordance with the requirements of this Agreement or a waiver by CJR of any other remedies or rights available to it pursuant to this Agreement or under applicable law. Notwithstanding any designation by Franchisee, CJR shall have sole discretion to apply any payments by Franchisee to any of its past due indebtedness for royalty fees, advertising contributions, purchases from CJR or its affiliates, interest or any other indebtedness. CJR has the right to accept payment from any other entity as payment by Franchisee. Acceptance of that payment by CJR will not result in that other entity being substituted for Franchisee.

H. Collection Costs and Expenses

Franchisee agrees to pay to CJR on demand any and all costs and expenses incurred by CJR in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Franchisee to CJR. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees (including attorneys' fees for in-house counsel employed by CJR or its affiliates and any attorneys' fees incurred by CJR in bankruptcy proceedings), costs incurred in creating or replicating reports demonstrating Gross Sales of the Franchised Restaurant, court costs, expert

witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

7. RECORDKEEPING AND REPORTS

A. Recordkeeping

Franchisee agrees to use computerized cash and data capture and retrieval systems that meet CJR's specifications and to record sales of the Franchised Restaurant electronically or on tape for all sales at or from the Franchised Location. Franchisee shall keep and maintain, in accordance with any procedures set forth in the OPM, complete and accurate books and records pertaining to the Franchised Restaurant sufficient to fully report to CJR. Franchisee's books and records shall be kept and maintained using generally accepted accounting principles ("GAAP"), if Franchisee uses GAAP in any of its other operations, or using other recognized accounting principles applied on a consistent basis which accurately and completely reflect the financial condition of Franchisee. Franchisee will preserve all of its books, records and state and federal tax returns for at least 5 years after the later of preparation or filing (or such longer period as may be required by any governmental entity) and make them available and provide duplicate copies to CJR within 5 days after CJR's written request.

B. Periodic Reports

Franchisee shall, at Franchisee's expense, submit to CJR, in the form and manner (which may be through an online portal or website) prescribed by CJR: (i) a monthly profit and loss statement and balance sheet for the Franchised Business (both of which may be unaudited) within 30 days after the end of each month, and (ii) a quarterly profit and loss statement and balance sheet for Franchisee (both of which may be unaudited) within 30 days after the end of each fiscal quarter (as defined by CJR from time to time) during each fiscal year (as defined by CJR from time to time). CJR shall have the right, to be exercised in its sole discretion, to require that Franchisee provide CJR profit and loss statements and balance sheets at other times as requested by CJR. Each statement and balance sheet shall be signed by Franchisee or by Franchisee's treasurer or chief financial officer attesting that it is true, correct and complete and uses accounting principles applied on a consistent basis which accurately and completely reflect the financial condition of Franchisee.

C. Annual Reports

At CJR's request, Franchisee shall, at its expense, provide to CJR either a reviewed or audited profit and loss statement and balance sheet for the Franchised Restaurant within 60 days after the end of each fiscal year to be signed by Franchisee or by Franchisee's treasurer or chief financial officer attesting that the financial statements present fairly the financial position of Franchisee and the results of operations of the Franchised Restaurant during the period covered. CJR shall have the right, in its reasonable discretion, to require that Franchisee, at Franchisee's expense, submit audited financial statements prepared by a certified public accounting firm acceptable to CJR for any fiscal year or any period or periods of a fiscal year.

D. Other Reports

Franchisee shall submit to CJR, for review or auditing, such other forms, reports, records, information and data as CJR may reasonably designate, in the form and at the times and places reasonably required by CJR, upon request and as specified from time to time in the OPM or otherwise in writing.

E. Public Filings

If Franchisee is or becomes a publicly-held entity in accordance with other provisions of this Agreement, Franchisee shall send to CJR copies of all reports (including responses to comment letters) or schedules Franchisee may file with the U.S. Securities and Exchange Commission (certified by Franchisee's chief executive officer to be true, correct, complete and accurate) and copies of any press releases it may issue, within 3 days of the filing of those reports or schedules or the issuance of those releases.

F. Audit Rights

CJR or its designee shall have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy and audit Franchisee's books, records, and federal, state and local tax returns, and such other forms, reports, information and data as CJR reasonably may designate, applicable to the operation of the Franchised Restaurant. If an inspection or audit discloses an understatement of Gross Sales, Franchisee shall pay CJR, within 10 days after receipt of the inspection or audit report, the deficiency in the royalty fees and advertising contributions plus interest (at the rate and on the terms provided in Section 7.F.) from the date originally due until the date of payment. If an inspection or audit is made necessary by Franchisee's failure to furnish reports or supporting records as required under this Agreement, or to furnish such reports, records or information on a timely basis, or if an understatement of Gross Sales for the period of any audit is determined by any audit or inspection to be greater than 2%, Franchisee also shall reimburse CJR for the reasonable cost of the audit or inspection including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room, board and compensation of CJR's employees or designees involved in the audit or inspection. The foregoing remedies shall be in addition to all other remedies and rights available to CJR under this Agreement or applicable law.

If Franchisee fails to provide CJR on a timely basis with the records, reports and other information required by this Agreement or, upon request of CJR, with copies of same, CJR or its designee shall have access at all reasonable times (and as often as necessary) to Franchisee's books and records for the purpose, among other things, of preparing the required records, reports and other information. Franchisee promptly shall reimburse CJR or its designee for all costs and expenses associated with CJR obtaining such records, reports or other information. Franchisee also acknowledges that CJR has the right at any time to communicate directly with Franchisee's lenders, any other creditors, any suppliers and all regulatory authorities regarding Franchisee, Franchisee's business or any aspect of the Franchised Restaurant.

8. ADVERTISING AND PROMOTION

A. Contributions/Expenditures by Franchisee

During the term of this Agreement, Franchisee shall have a weekly advertising and promotion obligation ("APO") in the amount set forth in Section 6.C. and Appendix C. Following written notice to Franchisee, CJR may modify the amount and allocation of the APO subject to the provisions of Section 8.F. Franchisee shall pay, at the same time and in the same manner as the royalty fee, that portion of the APO as CJR may direct to the Production Fund in accordance with Section 8.B. The remainder of the APO shall be paid, at the same time and in the same manner as the royalty fee, to the Media Fund in accordance with Section 8.C.

B. Production Fund

CJR has established, and will maintain and administer a fund for the creation and development of advertising, marketing, social media and public relations, research and related programs, gift card and loyalty programs, activities and materials that CJR, in its sole discretion, deems appropriate ("Production Fund"). Franchisee shall contribute to the Production Fund the amount set forth in Appendix C, as subsequently modified pursuant to Section 8.F. Carl's Jr. Restaurants operated by CJR and its affiliates shall contribute to the Production Fund on the same basis as comparable franchisees.

CJR or its designee shall direct all advertising, marketing, social media and public relations programs and activities financed by the Production Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. Franchisee agrees that the Production Fund may be used among other things to pay the costs of preparing and producing such associated materials and programs as CJR or its designee may determine, including but not limited to video, audio and written advertising materials; employing advertising or activation agencies; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail, in-App support for third party delivery platforms like Doordash and other media advertising and employing advertising agencies to assist with these efforts; and supporting public relations, market research and other advertising, promotional and marketing activities. Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Production Fund~~.~~ From time to time, CJR or its designee may furnish Franchisee with marketing, advertising and promotional materials at the cost of producing them, plus any related shipping, handling and storage charges.

C. Media Fund

CJR has established and will maintain and administer a fund for working media costs ("Media Fund"). Franchisee shall contribute to the Media Fund the amount set forth in Appendix C, as subsequently modified pursuant to Section 8.F. Carl's Jr. Restaurants operated by CJR and its affiliates shall contribute to the Media Fund on the same basis as comparable franchisees.

CJR or its designee shall direct all advertising, marketing, social media and public relations programs and activities financed by the Media Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. Franchisee agrees that the Media Fund may be used to pay the costs of preparing and producing such associated materials and programs as CJR or its designee may determine, including video, audio and written advertising materials; sponsorship of sporting, music, charitable or similar events; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising agencies to assist with these efforts; and supporting other advertising, promotional and marketing activities. Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Media Fund. From time to time, CJR or its designee may furnish Franchisee with marketing, advertising and promotional materials at the cost of producing them, plus any related shipping, handling and storage charges.

D. Local Store Marketing

Franchisee may conduct approved local store marketing ("LSM") at its own expense. CJR or its designee periodically shall advise Franchisee of the advertising and sales promotions approved by CJR.

Franchisee may, during the period beginning 30 days before the scheduled opening of the Franchised Restaurant and continuing for 90 days after the Franchised Restaurant first opens for business ("Grand Opening Period"), conduct such grand opening advertising as CJR and Franchisee deem appropriate. CJR will reimburse Franchisee up to $5,000 for expenditures made for grand opening advertising during the Grand Opening Period if those expenditures were pre-approved by CJR and comply with this Section and if Franchisee submits written proof to CJR of the grand opening advertising and the expense for that advertising no later than 60 days after the end of the Grand Opening Period.

Local advertising and promotion materials may be purchased from any CJR approved source. If purchased from a source other than CJR or its affiliates, these materials shall comply with federal and local laws and regulations and with the guidelines for advertising and promotions promulgated from time to time by CJR or its designee and shall be submitted to CJR or its designee at least 30 days prior to first use for its approval, which CJR may grant or withhold in its sole discretion. In no event shall Franchisee's advertising contain any statement or material which, in the sole discretion of CJR, may be considered: **(1)** in bad taste or offensive to the public or to any group of persons; **(2)** defamatory of any person or an attack on any competitor; **(3)** to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or **(4)** inconsistent with the public image of CJR or the System. Franchisee may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and TCPA, and applicable state advertising laws.

E. Treatment of Payments to CJR

CJR shall separately account for the Production Fund and the Media Fund, but neither of the funds shall be required to be segregated from CJR's other monies. None of the funds shall be used to defray any of CJR's general operating expenses. Each fund may hire employees, either full-time or part-time, for its administration. CJR and its affiliates may be reimbursed by each fund for expenses directly related to the fund's marketing programs including, without limitation, conducting market research, preparing advertising, promotions and marketing materials, and collecting and accounting for contributions to each fund. CJR may spend in any fiscal year an amount greater or less than the aggregate contribution of all Carl's Jr. Restaurants to each fund during that year or cause each fund to invest any surplus for future use by the fund. A statement of monies collected and costs incurred by each fund shall be prepared annually and shall be furnished to Franchisee within a reasonable period of time following a written request. CJR or its designee will have the right to cause each fund to be incorporated or operated through an entity separate from CJR at such time as CJR or its designee deems appropriate, and such successor entity shall have all rights and duties of CJR pursuant to this Section 8.

Franchisee understands and acknowledges that each fund is intended to enhance recognition of the Proprietary Marks and patronage of Carl's Jr. Restaurants. CJR will endeavor to utilize each fund to develop advertising and marketing materials and programs, and to place advertising that will benefit the System and all Carl's Jr. Restaurants contributing to the fund. However, Franchisee agrees that CJR is not liable to Franchisee and Franchisee forever covenants not to sue and holds CJR harmless of any liability or obligation to ensure that expenditures by each fund in or affecting any geographic area (including the Franchised Location) are proportionate or equivalent to the contributions to the fund by Carl's Jr. Restaurants operating in that geographic area, or that any Carl's Jr. Restaurant will benefit directly or in proportion to its contribution to each fund from the development of advertising and marketing materials or the placement of advertising. Except as expressly provided in this Section 8, neither CJR nor its designee assumes any direct or indirect liability to Franchisee with respect to the maintenance, direction or administration of each fund.

CJR reserves the right, in its sole discretion, to: **(1)** suspend contributions to and operations of each fund for one or more periods that it determines to be appropriate; **(2)** terminate any fund upon 30 days' written notice to Franchisee and establish, if CJR so elects, one or more new advertising funds; and **(3)** upon the written request of any franchised or company restaurants, defer or waive, in whole or in part, any advertising fees required by this Section if, in CJR's sole judgment, there has been demonstrated unique, objective circumstances justifying any such waiver or deferral. On termination of a fund, all monies in the fund shall be spent for advertising and/or promotional purposes. CJR has the right to reinstate any fund upon the same terms and conditions set forth in this Agreement upon 30 days' prior written notice to Franchisee. CJR, in its sole discretion as it deems appropriate in order to maximize media effectiveness, may transfer monies from the Production Fund to the Media Fund or from the Media Fund to the Production Fund.

F. Changes in the APO

CJR has the right, following written notice to Franchisee, to reallocate the APO and to increase the APO; however, CJR will not increase the APO by more than ½% of Gross Sales in any 12 month period.

G. Loyalty Program

During the term of this Agreement, Franchisee must participate in all customer loyalty program(s) implemented by CJR. Franchisee shall ensure that the Franchised Restaurant has all required technology to properly operate the loyalty program in the Franchised Restaurant. Franchisee agrees to sign any loyalty program agreement as requested by CJR, either directly with CJR and/or with a third party provider, at any time during the term of this Agreement.

9. OPERATION PROCEDURES MANUAL

CJR shall ~~loan to Franchisee~~ during the term of this Agreement ~~one copy of, or~~ provide Franchisee with electronic access to, CJR's confidential and proprietary OPM which contains information and knowledge that is unique, necessary and material to the System. (As used in this Agreement, the term "OPM" also includes all written or electronic correspondence from CJR regarding the System, other publications, materials, drawings, memoranda, ~~videotapes, CDs, DVDs, audio tapes,~~ and electronic media that CJR from time to time may provide to Franchisee.) The OPM may be supplemented or amended from time to time by letter, email, bulletin~~, videotapes, audio tapes, CDs, DVDs~~, software or other communications concerning the System to reflect changes in the image, specifications and standards relating to developing, equipping, furnishing and operating a Carl's Jr. Restaurant. CJR reserves the right to furnish all or part of the OPM to Franchisee in electronic form or online (including by Intranet) and establish terms of use for access to any restricted portion of CJR's web site. Franchisee shall keep its copy (wither a hardcopy or in electronic form) of the OPM current and up-to-date with all additions and deletions provided by or on behalf of CJR and shall purchase whatever equipment and related services (including, without limitation, ~~a DVD player,~~ computer system, Internet service and adequate bandwidth, dedicated phone line~~, facsimile machine~~, etc.) as may be necessary to receive these communications. If a dispute relating to the contents of the OPM develops, the master copy maintained by CJR at its principal offices shall control.

The OPM contains detailed standards, specifications, instructions, requirements, methods and procedures for management and operation of the Franchised Restaurant. The OPM also may relate to the selection, purchase, storage, preparation, packaging, ingredients, recipes, service and sale of all products and beverages sold at the Franchised Restaurant; management and employee training; marketing, advertising and sales promotions; maintenance and repair of the Franchised Restaurant building, grounds,

equipment, graphics, signs, interior and exterior decor items, fixtures and furnishings; employee dress attire and appearance standards; menu concept and graphics; and accounting, bookkeeping, records retention and other business systems, procedures ~~and~~, operations and brand standards. Franchisee agrees at all times to operate the Franchised Restaurant in strict conformity with the OPM; to maintain the OPM at the Franchised Restaurant; to not reproduce the OPM or any part of it; and to treat the OPM as confidential and proprietary, and; to disclose the contents of the OPM only to those employees of Franchisee who have a need to know.

Even though this Agreement contains provisions requiring Franchisee to operate the Franchised Restaurant in compliance with the System: (1) CJR and its affiliates do not have actual or apparent authority to control the day-to-day conduct and operation of Franchisee's business or employment decisions; and (2) Franchisee and CJR do not intend for CJR or its affiliates to incur any liability in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the OPM.

10. MODIFICATIONS OF THE SYSTEM

A. CJR, in its sole discretion, shall be entitled from time to time to change or modify the System, including modifications to the OPM, required training program, the menu and menu formats, the required equipment, the signage, the building and premises of the Franchised Restaurant (including the trade dress, decor and color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to CJR (including electronic means of reporting and payment) and the adoption and use of new or modified Proprietary Marks or copyrighted materials. Franchisee shall accept and use or display in the Franchised Restaurant any such changes or modifications in the System as if they were a part of the System at the time this Agreement was executed, and Franchisee will make such expenditures as the changes or modifications in the System may reasonably require.

B. Within 30 days after receipt of written notice from CJR, Franchisee shall begin selling any newly authorized menu items and cease selling any menu items that are no longer authorized. All food, beverage and merchandise items authorized for sale at the Franchised Restaurant shall be offered for sale under the specific name designated by CJR. CJR, in its sole discretion, may restrict sales of menu items to certain time periods during the day. Franchisee shall establish menu prices in its sole and absolute discretion. If Franchisee has a suggestion for a new menu item or for a change to an authorized menu item or Franchisee desires to participate in a test market program, Franchisee shall provide CJR written notice prior to implementation. Franchisee shall not add or modify any menu item or participate in a test market program without first having obtained CJR's prior written approval and executed a test agreement acceptable to CJR. Franchisee shall purchase any additional equipment and smallwares as CJR deems reasonably necessary in connection with new menu items. If CJR requires Franchisee to begin offering a new menu item which requires the purchase of additional equipment, a reasonable period of time, as determined in the sole discretion of CJR, shall be provided for the financing, purchase and installation of any such equipment before such new menu items must be offered for sale at the Franchised Restaurant.

C. Extensive structural changes, major remodeling and renovations, and substantial modifications to existing equipment and improvements to modernize and conform the Franchised Restaurant to the image of the System for new franchised and company restaurants shall be required: (i) as a condition of renewal, (ii) as a condition of CJR issuing its consent to a proposed transfer as defined further in Section 18 below, or (iii) at CJR's request (but not more often than every 5 years). Capital expenses necessary for the repair and maintenance of the Franchised Location and modifications required by applicable law or required to abate a hazardous situation are not subject to the time limitations

described in the preceding sentence. Within 60 days after receipt of CJR's written notice regarding the required modernization, Franchisee shall prepare and complete drawings and plans, along with a project timeline, for the required modernization. These drawings and plans must be submitted to, and their use approved by, CJR prior to the commencement of work. Franchisee shall complete the required modernization within the time reasonably specified by CJR in its written notice.

D. CJR has the right, in its sole discretion, to waive, defer or permit variations from the standards of the System or the applicable agreement to any franchisee or prospective franchisee based on the peculiarities of a particular site, existing building configuration or circumstance, density of population, business potential, trade area population or any other condition or circumstance. CJR shall have the right, in its sole discretion, to deny any such request CJR believes would not be in the best interests of the System.

E. If Franchisee develops any new concepts, processes or improvements relating to the System, whether or not pursuant to a CJR authorized test, Franchisee promptly shall notify CJR and provide CJR with all information regarding the new concept, process or improvement, all of which shall become the property of CJR and its affiliates and which may be incorporated into the System without any payment to Franchisee. Franchisee, at its expense, promptly shall take all actions deemed necessary or desirable by CJR to vest in CJR ownership of such concepts, processes or improvements.

11. TRAINING

A. Franchise Management Training Program

CJR shall provide Franchisee and those employees hired by Franchisee to fill certain designated positions the Franchise Management Training Program ("FMTP") in the operation of a Carl's Jr. Restaurant at those times and those places designated by CJR. The FMTP will include ~~classroom instruction and~~ training at ~~CJR's designated training facilities and/or at~~ a Carl's Jr. Restaurant designated by CJR and training on Star University (StarU), our online Learning Management System. Franchisee, the General Manager, a minimum of 6 Shift Leaders and any other employees hired by Franchisee to fill certain designated positions shall attend and satisfactorily complete each element of the FMTP, specified by CJR. Franchisee's Operating Principal (as defined in Section 16.G.) also shall attend and satisfactorily complete each element of the FMTP if not previously completed. CJR reserves the right to modify or waive the training required based on an individual's or Franchisee's experience.

Franchisee shall pay CJR, for each person attending the FMTP, a tuition fee as established by CJR from time to time. Franchisee will be required to pay all travel, living and other expenses incurred by Franchisee's employees while attending the training. CJR reserves the right to dismiss from the training program any person whom CJR does not believe will perform acceptably in the position for which he has been hired by Franchisee and Franchisee shall provide a suitable replacement within one month of such dismissal.

B. Other Training

~~Promptly after~~Prior to the Opening Date, Franchisee shall enter into the Star University License Agreement with CJR, in the form attached as Appendix I. If CJR elects to change the training provider during the Term or Renewal Term of this Agreement, Franchisee agrees to promptly enter into a replacement license agreement with the new training provider. CJR shall have the right (which may be exercised at any time and in CJR's sole discretion) to require that Franchisee, Franchisee's owners, the Operating Principal, the General Manager and any other employees hired by Franchisee to fill certain designated positions take and successfully complete other training courses in addition to the FMTP. CJR

reserves the right to require Franchisee to pay a tuition fee for these additional training programs as established by CJR from time to time. Franchisee will be required to pay all travel, living and other expenses incurred by Franchisee's employees while attending the training.

These other training courses include, but are not limited to, food safety certification programs~~ offered through the American National Standards Institute or its successor~~. Franchisee shall maintain at the Franchised Restaurant all certificates of completion for these food safety certification programs and, if required by applicable law, display the certificates at the Franchised Restaurant.

C. Training by Franchisee

Franchisee shall conduct such initial and continuing training programs for its employees as CJR may require from time to time and Franchisee shall ensure that all of its employees have been trained in the proper operation of the Franchised Restaurant.

12. ADDITIONAL SERVICES BY CJR

In addition to the services described elsewhere in this Agreement, during the term of this Agreement, CJR shall make the following services available to Franchisee:

A. Pre-Opening Assistance

CJR shall provide consultation and advice to Franchisee as CJR deems appropriate at no additional cost with regard to construction or renovation and operation of the Franchised Restaurant, building layout, furnishings, fixtures and equipment plans and specifications, employee ~~selection~~staffing and training, purchasing and inventory control and those other matters as CJR deems appropriate.

B. Opening of the Franchised Restaurant

Upon Franchisee's reasonable request, or at CJR's discretion, CJR shall provide assistance in opening ~~the~~training for the first or second new Franchised Restaurant in a new franchisee's portfolio, and in training Franchisee's employees as CJR deems appropriate in light of Franchisee's needs and the availability of CJR personnel. CJR has the right to charge Franchisee ~~a fee for the opening training~~all reasonable expenses incurred in support ~~team depending on the level of support needed to open the Franchised~~of the ~~R~~restaurant opening, including but not limited to any travel, hotel, meals, employee wages, materials and supplies (as determined by CJR).

C. Post-Opening Assistance

CJR periodically, as it deems appropriate, shall advise and consult with Franchisee in connection with the operation of the Franchised Restaurant. CJR, as it deems appropriate, shall provide to Franchisee its knowledge and expertise regarding the System and pertinent new developments, techniques and improvements in the areas of restaurant design, management, systems and tools, food and beverage preparation, sales promotion, service concepts, overall restaurant operations, financial metrics, and other areas. CJR may provide these services through visits by CJR's representatives to the Franchised Restaurant or Franchisee's offices, the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications or other communications.

D. CJR's Right to Inspect the Franchised Restaurant

To determine whether Franchisee and the Franchised Restaurant are in compliance with this Agreement and with all specifications, quality standards ~~and~~, operating procedures and brand standards prescribed by CJR for the operation of Carl's Jr. Restaurants, CJR or its designees shall have the right at any reasonable time and without prior notice to Franchisee to: **(1)** inspect the Franchised Location; **(2)** observe, photograph and videotape the operations of the Franchised Restaurant for such consecutive or intermittent periods as CJR deems necessary; **(3)** remove samples of any food and beverage product, material or other products for testing and analysis (without paying for the samples); **(4)** interview personnel of the Franchised Restaurant; **(5)** interview customers of the Franchised Restaurant; and **(6)** inspect and copy any books, records and documents, including any electronic records, relating to the operation of the Franchised Restaurant or, upon the request of CJR or its designee, require Franchisee to send copies thereof to CJR or its designee. Franchisee agrees to cooperate fully with CJR or its designee in connection with any such inspections, observations, videotaping, product removal and interviews. Franchisee shall take all necessary steps to immediately correct any deficiencies detected during these inspections, including, without limitation, ceasing further sale of unauthorized menu items, correcting any critical food safety issues, correcting any identified deficiencies that adversely impact guest safety or the ability to operate the restaurant in conformance with OPM procedures or brand standards, and ceasing further use of any equipment, advertising materials or supplies that do not conform with the standards and requirements promulgated by CJR from time to time. If CJR deems such deficiencies to create an imminent health hazard to Franchisee's customers, CJR may direct Franchisee to temporarily close the Franchised Restaurant until all hazards are corrected to CJR's satisfaction pursuant to CJR's Closure Policy, as amended from time to time. Franchisee shall present to its customers such evaluation forms as are periodically prescribed by CJR and shall participate and/or request its customers to participate in any surveys performed by or on behalf of CJR as CJR may direct. Franchisee will reimburse CJR for all costs related to the Franchised Restaurant associated with any and all of these inspections and related activities set forth above.

E. Delegation

CJR has the right, from time to time, to delegate the performance of any portion or all of its obligations and duties under this Agreement to designees, including, but not limited to CJR's corporate parents, affiliates or agents or independent contractors with which CJR has contracted to perform CJR's obligations or duties.

13. PERFORMANCE STANDARDS AND UNIFORMITY OF OPERATION

Products sold and services performed under the Proprietary Marks have a reputation for quality. This reputation has been developed and maintained by CJR, and it is of the utmost importance to CJR, Franchisee and all other franchisees of CJR that this reputation be maintained. In recognition of the mutual benefits that come from maintaining the reputation for quality enjoyed by the System, Franchisee covenants and agrees, with respect to the operation of the Franchised Restaurant, that Franchisee and its employees shall comply with all of the requirements of the System as set forth in the OPM or otherwise, and Franchisee additionally shall comply with the following:

A. Standards, Specifications and Procedures

Franchisee acknowledges that each and every detail of the appearance, layout, decor, services and operation of the Franchised Restaurant is important to CJR and other Carl's Jr. Restaurants. Franchisee agrees to cooperate with CJR by maintaining these high standards in the operation of the Franchised Restaurant. Franchisee further agrees to comply with all System specifications, recipes, standards and operating procedures (whether contained in the OPM or any other written communication to Franchisee) relating to the interior and exterior appearance, function, cleanliness and operation of a Carl's Jr.

Restaurant, including, but not limited to: **(1)** type, quality, taste, weight, dimensions, ingredients, uniformity, manner of preparation, and sale of all food products and beverages sold at the Franchised Restaurant and all other products used in the packaging and sale of those products and beverages; **(2)** sales and marketing procedures and customer service; **(3)** advertising and promotional programs; **(4)** layout, decor and color scheme of the Franchised Restaurant; **(5)** appearance and dress of employees; **(6)** safety, maintenance, appearance, cleanliness, sanitation, standards of service, and operation of the Franchised Restaurant; **(7)** submission of requests for approval of brands of products, supplies and suppliers; **(8)** use and illumination of signs, posters, displays, standard formats and similar items; **(9)** identification of Franchisee as the owner of the Franchised Restaurant; **(10)** types of fixtures, furnishings, equipment, smallwares and packaging; and **(11)** the make, type, location and decibel level of any game, entertainment or vending machine. Mandatory specifications, brand standards and operating procedures, including upgraded or additional equipment, that CJR prescribes from time to time in the OPM or otherwise communicates to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth in this Agreement.

B. Approved Products, Distributors and Suppliers

Franchisee acknowledges that the reputation and goodwill of Carl's Jr. Restaurants are based upon, and can only be maintained by, the sale of distinctive, high quality food products and beverages, and the presentation, packaging and service of such products and beverages in an efficient and appealing manner. CJR may develop certain proprietary food products that will be prepared by or for CJR according to CJR's proprietary special recipes and formulas. CJR also has developed standards and specifications for other food products, ingredients, seasonings, mixes, beverages, materials and supplies incorporated or used in the preparation, cooking, serving, packaging and delivery of prepared food products authorized for sale at Carl's Jr. Restaurants. Franchisee agrees that the Franchised Restaurant will: **(1)** purchase those food products developed by CJR pursuant to a special recipe or formula only from CJR, an affiliate of CJR or a third party designated and licensed by CJR to prepare and sell such products; and **(2)** purchase from manufacturers, distributors, vendors and suppliers (collectively "suppliers") approved by CJR all other goods, food products, ingredients, spices, seasonings, mixes, beverages, materials, supplies and cleaning products used in the preparation of products and cleanliness of the Franchised Restaurant (collectively "goods"), as well as advertising materials, furniture, fixtures, equipment, smallwares, menus, forms, paper and plastic products, packaging or other materials (collectively "materials") that meet the standards and specifications promulgated by CJR from time to time. CJR has the right to require that Franchisee use only certain brands and to prohibit Franchisee from using other brands. CJR may from time to time modify the list of approved brands and/or suppliers, and Franchisee shall not, after receipt of such modification in writing, reorder any brand from any supplier that is no longer approved.

CJR may approve one or more suppliers for any goods or materials and may approve a supplier only as to certain goods or materials. CJR may concentrate purchases with one or more suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Carl's Jr. Restaurants or any other group of restaurants franchised or operated by CJR or its affiliates. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by CJR. CJR may establish commissaries and distribution facilities owned and operated by CJR or an affiliate that CJR shall designate as an approved supplier.

If Franchisee proposes to purchase any goods or materials (that Franchisee is not required to purchase from CJR, an affiliate of CJR or a designated supplier) from a supplier that CJR has not previously approved, Franchisee shall submit to CJR a written request for such approval, or shall request

the supplier to do so itself. CJR has the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that such information, specifications and samples as CJR reasonably designates be delivered to CJR and/or to an independent, certified laboratory designated by CJR for testing prior to granting approval. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee. CJR reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon the suppliers' failure to continue to meet any of the foregoing criteria.

Franchisee shall at all times maintain an inventory of approved goods and materials sufficient in quality and variety to realize the full potential of the Franchised Restaurant. CJR may, from time to time, conduct market research and testing to determine consumer trends and the salability of new food products and services. Franchisee agrees to cooperate in these efforts by participating in CJR's customer surveys and market research programs if requested by CJR. All customer surveys and market research programs will be at CJR's sole cost and expense, unless such survey or program has been approved by Franchisee and Franchisee has approved its proportionate cost. Franchisee shall not be allowed to test anything without first being requested to by CJR and signing a test letter agreement in a form satisfactory to CJR.

CJR and its affiliates disclaim all express or implied warranties concerning any approved goods, materials or services, including, without limitation, any warranties as to merchantability, fitness for a particular purpose, availability, quality, pricing or profitability. Franchisee acknowledges that CJR and its affiliates may, under appropriate circumstances, receive fees, payments, commissions, field-of-use license royalties, or other consideration from approved suppliers based on sales to franchisees, ~~and that~~from promotional allowances and volume discounts. CJR may charge non-approved suppliers reasonable testing or inspection fees.

C. Health Standards

Franchisee must meet and maintain the highest public health standards and ratings applicable to the operation of the Franchised Restaurant. Franchisee must participate in all food safety and brand standards audit programs specified by CJR from time to time. The Franchised Restaurant must undergo the then current number of audits per year as required by CJR, which may be at Franchisee's expense, at CJR's sole discretion. The Franchised Restaurant must adhere to the terms outlined in the Red Audit Policy for third-party food safety audits. Franchisee must furnish to CJR, within five days after its receipt, a copy of all inspection reports, warnings, citations, certificates and/or ratings resulting from inspections conducted by any federal, state or municipal agency with jurisdiction over the Franchised Restaurant. CJR's System Standards for health and safety are set forth in the OPM and other written materials. To the extent that any federal, state, or municipal agency's health and safety standards exceed those set forth in CJR's System Standards, the Franchised Restaurant must meet the federal, state, or municipal agency's standards to be in compliance with CJR's standards. Without limiting the foregoing, Franchisee and all required employees of Franchisee must obtain and maintain all necessary and required licenses and certificates for food service and food handling as may be required by applicable local rules and regulations or the OPM.

D. Menu Boards and Formats

CJR shall have the right to prescribe, and subsequently vary, one or more menu boards and formats to be utilized in the Franchised Restaurant. The menu boards and formats may include requirements concerning organization, graphics, product descriptions, illustrations and other matters (except price~~s~~) related to the menu. Prescribed menu boards and formats may vary depending on region, market size or other factors deemed relevant by CJR. If any menu board and format utilized by Franchisee ceases to be an authorized menu board and format, Franchisee shall have a reasonable period of time (not

to exceed 6 months) to discontinue use of the old menu board and format and begin using an authorized menu board and format.

E. Hardware, Software and Security

Franchisee agrees to procure and install such data processing equipment computer hardware and software, required dedicated telephone and power lines, high speed Internet connections, modems, printers and other computer-related accessory or peripheral equipment as CJR specifies in the OPM or otherwise. All of the foregoing must be able to provide CJR that information, in that format/medium, as CJR reasonably may specify from time to time. Franchisee shall provide all assistance required by CJR to bring Franchisee's computer system on-line with the computer system designated by CJR and maintained by CJR or its affiliates at the earliest possible time. Franchisee agrees that CJR shall have the free and unfettered right to retrieve any data and information from Franchisee's computers as CJR, in its sole discretion, deems appropriate, including electronically polling the daily sales, menu mix and other data of the Franchised Restaurant. All of the hardware and software specified to be installed or purchased, or activities Franchisee is to accomplish, and the delivery cost of all hardware and software, shall be at Franchisee's expense.

Franchisee shall: **(1)** use the proprietary software program, system documentation manuals and other proprietary materials now and hereafter required by CJR in connection with the operation of the Franchised Restaurant; **(2)** if requested by CJR, execute CJR's standard software license or similar agreement; **(3)** input and maintain in Franchisee's computer such data and information as CJR prescribes in the OPM, software programs, documentation or otherwise; **(4)** purchase new or upgraded software programs, system documentation manuals and other proprietary materials at then-current prices whenever adopted system-wide by CJR; **(5)** comply with Point to Point Credit Encryption Standards ("P2PE") and Payment Card Industry Data Security Standard ("PCI DSS") at all times, and if necessary to maintain such compliance, upgrade its technology, at Franchisee's expense; and **(6)** engage any vendor that CJR designates to ensure the security of Franchisee's data and compliance with P2PE and PCI DSS. Franchisee must maintain continuous PCI compliance and attest annually by providing a completed and signed PCI Attestation of Compliance (AOC) to CJR.

Franchisee acknowledges that computer systems are designed to accommodate a finite amount of data and terminals, and that, as these limits are reached, or as technology or software is developed in the future, CJR may, in its sole discretion, mandate that Franchisee: **(A)** add memory, ports and other accessories or peripheral equipment or additional, new or substitute software to the original computer system purchased by Franchisee; and **(B)** replace or upgrade the entire computer system with a larger system capable of assuming and discharging the computer-related tasks and functions specified by CJR. Franchisee also acknowledges that computer designs and functions change periodically and that CJR may desire to make substantial modifications to its computer specifications or to require installation of entirely different systems during the term of this Agreement or upon renewal of this Agreement.

To ensure full operational efficiency and communication capability between CJR's computers and those of all Carl's Jr. Restaurants, Franchisee agrees, at its expense, to keep its computer system in good maintenance and repair and to make additions, changes, modifications, substitutions and replacements to its computer hardware, software, telephone and power lines and other computer-related facilities as directed by CJR, and on the dates and within the times specified by CJR in its sole discretion. Upon termination or expiration of this Agreement, all computer software, disks, tapes and other magnetic storage media shall be returned to CJR in good operating condition, excepting normal wear and tear.

Franchisee agrees to utilize administrative, physical, and technical safeguards designed to protect systems and data from unauthorized access, disclosure, acquisition, destruction, use, or modification that

are consistent with industry standards and best practices. Franchisee further agrees to adhere to any applicable law relating to data security. In the event of a suspected or actual data breach, Franchisee will notify CJR within 24 hours of becoming aware of the actual or suspected data breach and provide timely updates and information when requested by CJR. Franchisee will comply with industry standards and best practices regarding breach reporting and notification obligations and take all necessary and appropriate corrective action to remedy the data breach, prevent a recurrence of such a breach, and avoid and/or prevent any further loss or damage arising from the data breach.

F. Upkeep of the Franchised Restaurant

Franchisee shall constantly maintain and continuously operate the Franchised Restaurant and all furniture, fixtures, equipment, furnishings, floor coverings, interior and exterior signage, the building interior and exterior, interior and exterior lighting, landscaping and parking lot surfaces in first-class condition and repair in accordance with the requirements of the System, including all ongoing necessary remodeling, redecorating, refurbishing and repairs. In addition, Franchisee shall promptly and diligently perform all necessary maintenance, repairs and replacements to the Franchised Restaurant as CJR may prescribe from time to time including periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and decor.

Franchisee shall not make any material alterations to the Franchised Restaurant that affect operations or the image of the System without CJR's prior written approval. Franchisee acknowledges and agrees that the requirements of this Section are both reasonable and necessary to ensure continued public acceptance and patronage of Carl's Jr. Restaurants, to assist the Franchised Restaurant to compete effectively in the marketplace and to avoid deterioration or obsolescence of the operation of the Franchised Restaurant.

If the Franchised Restaurant is leased or subleased and the lease/sublease is renewed or extended (or a new lease/sublease is executed) during the Initial Term of this Agreement, Franchisee shall exercise good faith efforts to obtain the landlord's consent to inclusion of the lease provisions required by CJR pursuant to Section 3 of this Agreement.

G. Maximum Operation of the Franchised Restaurant

During the term of this Agreement, Franchisee shall use the Franchised Location solely for the operation of the Franchised Restaurant and shall maintain sufficient inventories, adequately staff each shift with qualified employees and continuously operate the Franchised Restaurant at its maximum capacity and efficiency for the minimum number of days and hours set forth in the OPM or as CJR otherwise prescribes in writing (subject to the requirements of local laws and licensing requirements).

Franchisee shall immediately resolve any customer complaints regarding the quality of food or beverages, service and/or cleanliness of the Franchised Restaurant or any similar complaints. When any customer complaints cannot be immediately resolved, Franchisee shall use best efforts to resolve the customer complaints as soon as practical and shall, whenever feasible, give the customer the benefit of the doubt. If CJR, in its sole discretion, determines that its intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if CJR, in its sole discretion, believes that Franchisee has failed adequately to address or resolve any customer complaints, CJR may, without Franchisee's consent, resolve any complaints and charge Franchisee an amount sufficient to cover CJR's reasonable costs and expenses in resolving the customer complaints, which amount Franchisee shall pay CJR immediately on demand.

H. Franchised Restaurant Management and Personnel

The Franchised Restaurant shall at all times be under the on-site supervision of one of the following designated individuals, who must meet, to the satisfaction of CJR, CJR's applicable training qualifications for their designated position: the Operating Principal, a Multi-Unit Manager, or a restaurant General Manager. Franchisee must, at all times, employ at the Franchised Restaurant at least one General Manager and a sufficient number of employees who have successfully completed the FMTP or CJR's then-current training as designated by CJR to ensure that the Franchised Restaurant operates in accordance with the System. If, at any time, Franchisee ceases to employ the required number of trained personnel, Franchisee has 30 days (from the date on which Franchisee has less than the required number of trained personnel) to hire and enroll replacement personnel in the FMTP or other designated training requirements, and 90 days to ensure that such replacement personnel has completed the required training requirements.

Franchisee, Franchisee's Operating Principal or, if applicable, the Multi-Unit Manager shall remain active in overseeing the operations of the Franchised Restaurant, including, without limitation, regular, periodic visits to the Franchised Restaurant and sufficient communications with CJR to ensure that the Franchised Restaurant's operations comply with the operating standards as promulgated by CJR from time to time in the OPM or otherwise in written or oral communications.

Franchisee shall hire, and at all times employ, a sufficient number of trained employees for the Franchised Restaurant and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Franchised Restaurant, in human resources and customer relations. Franchisee shall establish at the Franchised Restaurant a training program for all employees that meets the standards prescribed by CJR. Franchisee will be solely responsible for: (1) hiring, training and supervising efficient, competent and courteous employees of good character for the operation of the Franchised Restaurant; (2) the terms of their employment and compensation; and (3) the proper training of the employees in the operation of the Franchised Restaurant.

Franchisee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of CJR and the System and, while on duty, comply with the dress attire, personal appearance and hygiene standards set forth in the OPM. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of the Franchised Restaurant.

I. Signs and Logos

Subject to local ordinances, Franchisee shall prominently display in and upon the land and buildings of the Franchised Restaurant interior and exterior signs and logos using the name "Carl's Jr.", without any prefix or suffix, and those other names, marks, advertising signs and logos, of such nature, form, color, number, location and size, and containing that material as CJR may from time to time direct. Franchisee shall not display in or upon the Franchised Location any sign, logo or advertising media of any kind to which CJR objects.

J. Amusement Equipment

Franchisee shall not permit at the Franchised Restaurant any juke box, vending or game machine, gum machine, game, ride, gambling or lottery device, coin or token operated machine, or any other music, film or video device not authorized by CJR.

K. Compliance with Laws and Good Business Practices

Franchisee shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Franchised Restaurant. It is Franchisee's sole and absolute obligation to research all applicable federal, state and local laws and regulations governing the operation of the Franchised Restaurant and to ensure that such operation does not violate any federal, state or local law or regulation. For example, there are various federal laws that could affect the Franchised Restaurant and Franchisee must comply with such as the American with Disabilities Act (ADA), the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), and other federal and state anti-solicitation laws regulating marketing phone calls; and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). Franchisee must investigate these laws to understand your potential legal obligations. Further, Franchisee shall operate the Franchised Restaurant in full compliance with all applicable laws, ordinances and regulations governing or relating to the handling of food products, immigration and discrimination, occupational hazards and health insurance, employment laws, including, without limitation, worker's compensation insurance, unemployment insurance, and the withholding and payment of federal and state income taxes, social security taxes and sales taxes. All advertising and promotion by Franchisee shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee shall, in all dealings with Franchisee's customers, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice that may be injurious to the goodwill associated with the Proprietary Marks or the business of CJR, CJR Affiliates, the System or other restaurants operated or franchised by CJR or CJR Affiliates.

Franchisee shall notify CJR in writing within 5 days after the commencement of: **(1)** any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of Franchisee or the Franchised Restaurant; or **(2)** of any notice of violation of any law, ordinance or regulation relating to health or sanitation at the Franchised Restaurant.

L. Non-Cash Payment Systems

Franchisee shall accept debit cards, credit cards, stored value gift cards or other non-cash payment systems specified by CJR to enable customers to purchase authorized products and shall obtain all necessary hardware and/or software used in connection with these non-cash payment systems. At all times, Franchisee must maintain relationships with all issuers or service providers that CJR designates as mandatory, and Franchisee must refrain from using any services or providers that CJR has not approved in writing or that CJR has revoked its approval. CJR may modify its requirements and designate additional approved or required methods of payment and vendors for processing such payment. Franchisee shall reimburse CJR for all costs associated with such non-cash payment systems as they pertain to the Franchised Restaurant. In addition to the requirements set forth in Section 13.E. above, Franchisee must also comply with the Fair and Accurate Credit Transactions Act ("FACTA"). Franchisee must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies, or any other policies related to data privacy or data use, that CJR periodically may establish. Franchisee must notify CJR immediately if it is notified of a credit card or data breach related to the Franchised Restaurant and must fully cooperate with CJR and applicable authorities in resolving such breach. Further, Franchisee must cooperate with CJR

fully regarding media statements and other items related to managing any such event for the purpose of protecting the Proprietary Marks and System as set forth below.

M. Gift Card Program

Franchisee must participate in the Carl's Jr. Gift Card Program or other gift card program that CJR specifies. If necessary, Franchisee must purchase the software, hardware, blank cards, and other items needed to sell and process gift cards or stored value cards, which CJR may specify in writing in the OPM or otherwise. Franchisee must sell and honor gift cards only in accordance with CJR's written standards. Franchisee must account for all gift card sales, gift card redemptions, and other gift card transactions in the manner CJR specifies in this Agreement, the OPM, or other standards. Franchisee agrees that it will enter into a Participation Agreement with CJR's gift card service provider, Stored Value Systems, Inc., immediately after the opening of the Franchised Restaurant.

N. Delivery Services

CJR requires Franchisee to offer delivery services only through CJR's designated providers to customers in Franchisee's market. On or before the Opening Date of the Franchised Restaurant opens, Franchisee agrees to enter into the OLO Authorized Operator Agreement with Olo, Inc. Franchisee further agrees to enter into any participation agreement required with CJR's designated delivery providers at the same time (currently, the approved delivery providers are Uber Eats, Door Dash, and GrubHub). Unless CJR provides its prior written consent, Franchisee agrees that it will not provide its own delivery service or use its employees to deliver orders to Franchisee's customers.

O. Customer Satisfaction Programs

In order to (among other things) maintain and enhance the goodwill associated with the Proprietary Marks, the System and each Carl's Jr. Restaurant, Franchisee agrees to participate in programs initiated to verify customer satisfaction and/or Franchisee's compliance with all operational and other aspects of the System, including (but not limited to) secret shoppers, customer survey, or other Quality Assurance ("QA") or similar programs as CJR may require. CJR will share the results of these programs, as they pertain to the Franchised Restaurant, with Franchisee. Franchisee will reimburse CJR for all costs related to the Franchised Restaurant associated with any and all of these programs.

P. Consumer Information

Franchisee may only use Consumer Information (as defined below) to the extent necessary to perform Franchisee's obligations under this Agreement during the term hereof and subject to such instructions and restrictions as CJR may from time to time impose and in compliance with all data privacy, security and other applicable laws. "Consumer Information" means any identifiers (including name, address, phone numbers, usernames, birthdates and e-mail addresses), sales, transaction, loyalty and payment history, and all other information about or related to any customer or prospective customer, including any information deemed "personal information" or "personal data" under applicable law. As used in this Agreement, the term "customer" refers to any person or entity (i) whose information is collected by any CJR system or application or included in any consumer or customer database, file or system owned or controlled by CJR, its parent, subsidiary or affiliate companies; (ii) who is included on any marketing or customer lists Franchisee develops or uses or any customer information generally collected and saved for any reason; (iii) who has purchased, purchases or intends to purchase products or services online, through an CJR application, or at the Franchised Restaurant; or (iv) who has been solicited to purchase any products or services at the Franchised Restaurant. CJR may use the Consumer Information as CJR deems appropriate, including sharing it with CJR's affiliates.

CJR owns all Consumer Information and may use the Consumer Information as it deems appropriate (subject to applicable law), including disclosing it to vendors or sharing it with its affiliates for cross-marketing or other purposes. Franchisee may only use Consumer Information for the purpose of operating the Franchised Restaurant to the extent permitted under this Agreement, including the OPM, during the term hereof and subject to such restrictions as CJR may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, Franchisee agrees to comply with applicable law in connection with Franchisee's collection, processing, storage and use of such Consumer Information, including, if required under applicable law, obtaining consents from individuals for CJR's and its affiliates' use of the Consumer Information. Franchisee must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Law(s)"), as well as data privacy and security policies, procedures and other requirements CJR may periodically establish. Franchisee must maintain reasonable, appropriate, and effective security controls to preserve the security, integrity, availability, confidentiality, and resilience of Consumer Information. Franchisee must notify CJR immediately of any suspected data breach at or in connection with the Franchised Restaurant or the business operated at the Franchised Restaurant. Franchisee must fully cooperate with CJR and its counsel in determining the most effective way to meet CJR's standards and policies pertaining to Privacy Laws, including those governing notification of a data breach. Franchisee is responsible for any financial losses it incurs or remedial actions that it must take as a result of breach of security or unauthorized access to Consumer Information in Franchisee's control or possession.

Without limiting the foregoing, Franchisee represents, warrants, and covenants that:

(1) Franchisee will not "sell" or "share" (as defined under any Privacy Law) any Consumer Information or make Consumer Information available to any third party for valuable consideration;

(2) Franchisee will retain, use, or disclose Consumer Information only for the specific business purposes specified in this Agreement, and not for any other commercial or noncommercial purpose;

(3) Franchisee will not retain, use, or disclose Consumer Information outside of the direct business relationship between Franchisee and CJR;

(4) Franchisee will not combine Consumer Information received from or on behalf of CJR with personal information received from another source or collected from Franchisee's interactions with a consumer outside the operation of the Franchised Restaurant, except as specifically allowed under applicable Privacy Law;

(5) Franchisee shall not allow any person or entity (other than Franchisee's direct employees) to process Consumer Information without the express prior approval of CJR, and any such subcontracting shall be performed strictly in accordance with a written agreement that imposes obligations on such subcontractor that are at least as restrictive as those imposed on Franchisee under this Agreement. Franchisee shall be liable for the acts and omissions of all such subcontractors to the same extent Franchisee would be liable if performing the services of each subcontractor directly under the Agreement;

(6) When required by applicable Privacy Law, CJR will inform Franchisee of any consumer request (e.g., deletion, correction, access, and opt-out) that requires Franchisee's compliance and will provide Franchisee with the information within CJR's possession that is necessary for Franchisee

to comply with the request. Franchisee will cooperate with CJR, and promptly (and in any event within ten days following notice by CJR) provide any information and documents requested by Franchisee to respond to requests by customers under Applicable Laws. Franchisee will delete, modify, or correct any Consumer Information upon CJR's request unless Franchisee can prove that such request is subject to an exception under applicable law;

(7) Franchisee shall make available to CJR all information necessary for Franchisee to demonstrate compliance with its obligations under this Section 13(P). Franchisee will cooperate with CJR, its internal auditors and external auditors for the purpose of inspecting, examining, and assessing Franchisee's compliance with its obligations under this Section 13(P). This Auditing may be conducted through measures including, but not limited to, manual reviews and automated scans, as well as technical and operational testing. Auditing may take place at least once every twelve (12) months; and

(8) If Franchisee receives a Consumer Information request directly from a consumer under their state Privacy Law (e.g. a request to access, delete or correct Consumer Information) that may pertain to Consumer Information , Franchisee shall inform CJR of that request within one business day and cooperate with CJR to ensure that the consumer receives an appropriate and timely acknowledgement and response. Typically, an acknowledgement is required within 10 business days and a final response is required within 45 calendar days.

Franchisee certifies that it understands the restrictions in Paragraphs (1) – (5) of this section and will comply with them. Franchisee shall immediately (and in any event within five business days) notify CJR if it determines that it can no longer meet its obligations under this Section 13(P).Franchisee also acknowledges and agrees that CJR may modify the restrictions by written notice to Franchisee, including adding other similar privacy restrictions that may be required under other federal, state or local privacy laws.

To the extent Franchisee's business is independently subject to any Privacy Laws, Franchisee must comply with all standards, laws, rules, regulations or any equivalent thereof relating to personal information, data privacy, and data protection that may apply to personal information not encompassed by the definition of "Consumer Information," above (for example, as relates to Franchisee's employees or job applicants). The requirements of this Section 13(P) are not intended to constitute legal advice or to imply that compliance with this Agreement fulfills all of Franchisee's potential obligations under the Privacy Laws. Franchisee should consider applicable federal, state and local laws, and consult its own legal counsel or advisors, as it deems necessary.

14. PROPRIETARY MARKS

The term "Proprietary Marks" as used in this Agreement refers to all trade names, trademarks, service marks, trade dress, logos, insignias, slogans, emblems, symbols, designs, and any combination thereof or any other indicia of source designated by CJR as identifying the System and the products sold and services provided in connection with the System. You acknowledge that CJR owns all rights, title, and interest in and to the Proprietary Marks and you have only such rights to use the Proprietary Marks as this Agreement grants. CJR shall, from time to time, advise Franchisee as to any additions or deletions to the Proprietary Marks and Franchisee's right to use the Proprietary Marks shall be deemed modified by those additions or deletions.

Franchisee's right to use the Proprietary Marks is limited to its use of the Proprietary Marks in the operation of the Franchised Restaurant at the Franchised Location and as expressly provided in this Agreement and the OPM. Franchisee's limited license extends only to use of the Proprietary Marks in

accordance with (i) all applicable standards, operating procedures, policies and guidelines that we prescribe—and from time to time amend—during the duration of this Agreement, including, without limitation, those set forth in the most current edition of the OPM and other publications, if any, dedicated to proper use of the Proprietary Marks; and (ii) all applicable laws and regulations pertaining to advertising and marketing, including, without limitation, federal and state laws pertaining to telemarketing (including the Telephone Consumer Protection Act), false advertising, unfair competition and unfair practices.

Franchisee shall not use the Proprietary Marks on any vehicles without the prior written approval of CJR. Franchisee shall not use the Proprietary Marks or any variations of the Proprietary Marks or marks or names confusingly similar to the Proprietary Marks in any manner not authorized by CJR or in any corporate, limited liability company or partnership name and shall not use any other trade names, service marks or trademarks in conjunction with the Franchised Restaurant. If local laws or ordinances require that Franchisee file an affidavit of doing business under an assumed name or otherwise make a filing indicating that the Proprietary Marks are being used as a fictitious or assumed name, Franchisee shall include in such filing or application an indication that the filing is made as a franchisee of CJR. Franchisee shall use the symbol ® with all registered trademarks and the symbol ™ with all pending registrations or other marks.

Franchisee shall not use the Proprietary Marks in any Internet domain name or e-mail address, in the operation of any Internet web site or on a social mediate platform including any social networking site, Facebook Twitter, Instagram, Pinterest, YouTube, Snapchat, Vince, blogs, podcasts and wikis or other future social media platforms and/or technological avenues (collectively, "Social Media"); not an exclusive list and term applies to any social networking website, mobile application, blog or microblog, public and private message boards, comment sections, etc.) without CJR's prior written consent. CJR may grant or withhold its consent in its sole discretion and may condition its consent on such requirements as CJR deems appropriate, including, among other things, that Franchisee obtain CJR's written approval of: **(A)** any and all Internet domain names and home page addresses related to the Franchised Restaurant; **(B)** the proposed form and content of any web site related to the Franchised Restaurant; **(C)** Franchisee's use of any hyperlinks or other links; **(D)** Franchisee's use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and **(E)** any proposed modification of Franchisee's web site. CJR may designate the form and content of Franchisee's web site and/or require that any such web site be hosted by CJR or a third party who CJR designates, using one or more web sites that CJR owns and/or controls. CJR may charge Franchisee a fee for developing, reviewing, securing, protecting or approving Franchisee's web site and/or for hosting the web site. CJR has established a Social Media policy for franchisees and Franchisee must comply with the Social Media policy, as modified from time to time, and any additional policies CJR issues. Any copyright in Franchisee's sites or pages on any Social Media are owned by CJR, and Franchisee must sign any documents that CJR reasonably deems necessary to affirm CJR's ownership of the copyright.

If CJR, in the exercise of its reasonable business judgment, should elect to use a principal name in addition to or other than "Carl's Jr." to identify System Restaurants generally or in the DMA in which the Franchised Restaurant is located, CJR may select another name and notify Franchisee to change all or some items bearing the Proprietary Marks to the new name within a reasonable period of time as determined by CJR without any liability to Franchisee, and Franchisee promptly shall adopt that name provided that CJR has committed to adopt that name and make the necessary changes in at least 60% of the System Restaurants operated by CJR or CJR Affiliates (if the change affects all System Restaurants) or, in all other circumstances, in at least 60% of the System Restaurants operated by CJR or CJR Affiliates in the DMA in which the Franchised Restaurant is located. Franchisee agrees that nothing in this Agreement gives it any right, title or interest in the Proprietary Marks (except the right to use the

Proprietary Marks in accordance with the terms of this Agreement), that the Proprietary Marks are the sole property of CJR and CJR Affiliates, that Franchisee shall not directly or indirectly contest the validity or ownership of the Proprietary Marks or CJR's right to license the Proprietary Marks, and that any and all uses by Franchisee of the Proprietary Marks and the goodwill arising therefrom shall inure exclusively to the benefit of CJR and CJR Affiliates. Franchisee will not seek to register, reregister, assert claim to ownership of, license or allow others to use, or otherwise appropriate to itself any of the Proprietary Marks or any mark or name confusingly similar thereto, or the goodwill symbolized by any of the foregoing except to the extent this action inures to the benefit of, and has the prior written approval of, CJR. Any unauthorized use of the Proprietary Marks by Franchisee or attempt by Franchisee, directly or indirectly, to register the Proprietary Marks in any jurisdiction shall constitute a breach of this Agreement and an infringement of the rights of CJR and CJR Affiliates in and to the Proprietary Marks.

Franchisee promptly shall inform CJR in writing as to any infringement of the Proprietary Marks of which it has knowledge. Franchisee shall not make any demand or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy with respect to any such infringement without first obtaining CJR's written approval. CJR shall have the right, but not the obligation, to bring such action or take such steps as it may deem advisable to prevent any such infringement and to join Franchisee as a party to any action in which CJR or CJR Affiliates are or may be a party and as to which Franchisee is or would be a necessary or proper party. Franchisee also shall promptly notify CJR of any litigation (including administrative or arbitration proceedings) of which Franchisee is aware instituted against CJR, CJR Affiliates or Franchisee relating to the Proprietary Marks. Franchisee shall execute any and all instruments and documents, render such other assistance and do any acts and things as may, in the opinion of counsel for CJR or CJR Affiliates, be necessary or advisable to protect and maintain the interests of CJR and CJR Affiliates in the Proprietary Marks, including without limitation their interests in litigation or proceedings before the U.S. Patent and Trademark Office or other tribunal relating to the Proprietary Marks.

15. INSURANCE

A. Franchisee shall be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Franchised Restaurant, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Franchised Restaurant. Franchisee shall, at its sole expense, maintain in full force and effect throughout the term of this Agreement that insurance which Franchisee determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Restaurant which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by Section 15.B. CJR, and any entity with an insurable interest designated by CJR, shall be an additional insured in such liability policies, except for workers' compensation/employer's liability, and loss payee for property to the extent each has an insurable interest.

B. All insurance policies shall be written by an insurance company or companies satisfactory to CJR, in compliance with the standards, specifications, coverages and limits set forth in the OPM or otherwise provided to Franchisee in writing. These policies shall include, at a minimum, the following:

(1) Commercial General Liability insurance with policy limits not less than $5,000,000 per occurrence and in the aggregate. Coverage shall apply per location, including coverage for contractual liability, broad form property damage, personal and advertising injury, product liability

and completed operations, not to exclude food-borne illness, as well as Damage to Rented Premises coverage with limits not less than $100,000.

(2) Automobile Liability coverage, including owned, leased, non-owned and hired vehicles, with a combined single limit not less than $1,000,000 per accident and additional liability coverage as needed for delivery services. This may be included as part of a package policy.

(3) Workers' Compensation, statutory as required by law, and Employer's Liability insurance with limits not less than $500,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated. This coverage shall also be in effect for all of Franchisee's employees who participate in any of the training programs described in Section 13.

The required limits set forth in 15.B.(1)-(3) may be satisfied through a combination of Primary and Umbrella/Excess Liability coverage. If satisfied through an Umbrella/Excess Liability coverage, the Umbrella/Excess Liability must be "following form" of the underlying Commercial General Liability, Automobile Liability, and Employer's Liability coverages.

(4) Commercial Property insurance that extends coverage on a replacement cost basis for the Franchised Restaurant, business personal property (including electronic equipment, tenant improvements & betterments), and business income and extra expense for a minimum of 12 months or actual loss sustained to cover loss of profits, continuing expenses and loss of rents. Covered causes of loss should be "Special Form" or "All Risk" with coinsurance conditions not less than 80%. Flood insurance is also required for locations that reside in FEMA Flood Zones beginning with the letters "A" or "V." Earthquake insurance is also required for locations that reside in FEMA Seismic Design Categories "E" or "D."

(5) Cyber Liability (network security/data privacy) with policy limits not less than $1,000,000 per occurrence.

(6) In connection with any construction, leasehold improvements, renovation, refurbishment, or remodeling of the Franchised Restaurant, Franchisee's general contractor shall maintain Commercial General Liability insurance (with products liability and independent contractors coverage), Automobile Liability coverage for owned, leased, hired and non-owned vehicles, and Builder's Risk with limits no less than $1,000,000, with CJR named as an additional insured, as well as Workers' Compensation and Employer's Liability as required by state law.

CJR may regulate the types, amounts, terms and conditions of insurance coverage required for the Franchised Restaurant, and standards for underwriters of policies providing required insurance coverage, including: **(a)** CJR's protection and rights under these policies as an additional insured or loss payee; **(b)** required or permissible insurance contract provisions; **(c)** assignment of policy rights to CJR; **(d)** periodic verification of insurance coverage that must be furnished to CJR and; **(e)** similar matters related to insured and uninsured claims. Franchisee shall receive written notice of such modifications and shall take prompt action to comply.

C. The following general requirements shall apply to each insurance policy that Franchisee is required to maintain under this Agreement:

(1) Each insurance policy shall be specifically endorsed to provide that the coverages shall be primary and that any insurance carried by any additional insured or loss payee shall be excess and non-contributory.

(2) No insurance policy shall contain a provision that in any way limits or reduces coverage for Franchisee in the event of a claim by CJR or its affiliates.

(3) Each insurance policy shall extend to, and provide indemnity for, all obligations and liabilities of Franchisee to third parties and all other items for which Franchisee is required to indemnify CJR under this Agreement.

(4) Each insurance policy shall be written by an insurance company that has received and maintains an "A- VIII" or better rating by A.M. Best Company (or another rating service designated by CJR) and that is otherwise satisfactory to CJR.

(5) No insurance policy shall provide for a deductible amount that exceeds $100,000, unless otherwise approved in writing by CJR.

(6) Each insurance policy shall include a waiver of subrogation endorsement in favor of CJR and its affiliates.

(7) With respect to the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies, CJR and its affiliates shall be named as Additional Insured on a primary and non-contributory basis. With respect to the Commercial Property coverage, CJR and its affiliates shall be named as Loss Payee.

D. All required insurance policies shall be in full force and effect and Franchisee shall submit to CJR evidence of satisfactory insurance and proof of payment therefore no later than the date the first of the following occurs: **(1)** 30 days prior to the scheduled opening date of the Franchised Restaurant; **(2)** the date Franchisee takes possession of the Franchised Location, or **(3)** the date construction commences at the Franchised Location, if Franchisee is contractually obligated for the construction. On each policy renewal date thereafter, Franchisee shall again submit evidence of satisfactory insurance and proof of payment therefor to CJR. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to CJR. Upon request, Franchisee also shall provide to CJR copies of all or any policies, and policy amendments and endorsements.

E. Franchisee acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by CJR that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by Franchisee of its obligations under this Section, shall not relieve Franchisee of liability under the indemnification provisions of this Agreement.

F. Should Franchisee, for any reason, fail to procure or maintain at least the insurance required by this Section 15, as revised from time to time pursuant to the OPM or otherwise in writing, CJR shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to Franchisee. All out-of-pocket costs incurred by CJR in obtaining such insurance on

behalf of Franchisee shall be reimbursed to CJR by Franchisee immediately upon Franchisee's receipt of an invoice therefor.

16. ORGANIZATION OF FRANCHISEE

A. Representations

If Franchisee is a corporation, a limited liability company, a partnership or any other type of organization (collectively, "business entity"), Franchisee makes the following representations and warranties: **(1)** it is duly organized and validly existing under the laws of the state of its formation; **(2)** it is qualified to do business in the state or states in which the Franchised Restaurant is located; **(3)** execution of this Agreement and the development and operation of the Franchised Restaurant is permitted by its governing documents; and **(4)** unless waived in writing by CJR, Franchisee's governing documents shall at all times provide that the activities of Franchisee are limited exclusively to the development and operation of Carl's Jr. Restaurants and other restaurants that are franchised by CJR or its affiliates and that no Transfer (as defined in Section 18) of an ownership interest may be made except in accordance with Section 18.

If Franchisee is an individual, or a partnership comprised solely of individuals, Franchisee makes the following additional representations and warranties: **(A)** each individual has executed this Agreement; **(B)** each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and **(C)** notwithstanding any transfer for convenience of ownership, pursuant to Section 18.D., each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement.

B. Governing Documents

If Franchisee is a business entity, Franchisee shall furnish CJR with copies of Franchisee's governing documents and any other corporate documents, books or records that CJR may request. When any of these governing documents are modified or changed, Franchisee promptly shall provide copies to CJR.

C. Ownership Interests

If Franchisee is a business entity, Franchisee must furnish CJR with a list of all holders of a direct or indirect ownership interest in Franchisee and their respective percentage interests. As of the date of this Agreement, all interests in Franchisee are owned as set forth in attached Appendix D. Franchisee shall comply with Section 18 prior to any change in ownership interests and shall update Appendix D as changes occur in order to ensure the information contained in Appendix D is true, accurate and complete at all times.

The requirements of this Section 16.C. shall apply only to Franchisee's Continuity Group (defined in Section 16.E.) if, as of the date of the first franchise-related agreement between Franchisee and CJR or one of its affiliates, Franchisee was a publicly-held entity (*i.e.*, an entity that has a class of securities traded on a recognized securities exchange or quoted on the inter-dealer quotation sheets known as the "pink sheets"). If Franchisee becomes a publicly-held entity after that date, it shall thereafter be required to update Appendix D only with respect to changes in ownership interests of members of the Continuity Group.

D. Restrictive Legend

If Franchisee is a corporation, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any voting securities, and each stock certificate of the corporation shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of this stock is subject to the restrictions imposed on assignment by the Carl's Jr. Restaurant Franchise Agreement(s) to which the corporation is a party." If Franchisee is a publicly-held corporation these requirements shall apply only to the stock owned by Franchisee's Continuity Group. If Franchisee is a limited liability company, each membership or management certificate or other evidence of interest in Franchisee shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of an interest in this limited liability company is subject to the restrictions imposed on assignment by the Carl's Jr. Restaurant Franchise Agreement(s) to which the limited liability company is a party." If Franchisee is a partnership, its written partnership agreement shall provide that ownership of an interest in the partnership is held subject to, and that further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement. If Franchisee is any other type of business entity, its organizational and governing documents shall provide that an ownership interest in the business entity is held subject to, and further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement.

E. Continuity Group

If Franchisee is a business entity, Appendix D lists those persons who comprise Franchisee's "Continuity Group." CJR and Franchisee acknowledge and agree that it is their intent that the members of the Continuity Group include the Operating Principal (defined in Section 16.G.) and **(1)** all holders of a direct or indirect legal or beneficial interest of 10% or more ("10% Owners") in Franchisee; **(2)** if Franchisee is a limited partnership, all 10% Owners of Franchisee's general partner; and **(3)** all 10% Owners of a business entity that owns a controlling interest in Franchisee. In the event of any change in the Continuity Group or in the ownership interests of any member of the Continuity Group, Franchisee shall update Appendix D to reflect the change. The Continuity Group shall at all times own at least 51% of the ownership interests in Franchisee.

F. Guarantees

All members of the Continuity Group and their spouses, if applicable, shall jointly and severally guarantee Franchisee's payment and performance under this Agreement and shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee and Assumption of Franchisee's Obligations ("Guarantee"). Notwithstanding the foregoing, CJR reserves the right, in its sole discretion, to waive the requirement that some or all of the previously described individuals execute the attached Guarantee and/or to limit the scope of the Guarantee. CJR reserves the right to require any guarantor to provide personal financial statements to CJR from time to time.

With respect to 10% Owners, Franchisee acknowledges that, unless otherwise agreed to in writing by CJR, it is CJR's intent to have individuals (and not corporations, limited liability companies or other entities) execute the Guarantee. Accordingly, if any 10% Owner is not an individual, CJR shall have the right to have the Guarantee executed by individuals who have only an indirect ownership interest in Franchisee and their spouses, if applicable. (By way of example, if a 10% Owner of Franchisee is a corporation, CJR has the right to require that the Guarantee be executed by individuals who have an ownership interest in that corporation and their spouses, if applicable.)

If Franchisee, any guarantor or any parent, subsidiary or affiliate of Franchisee holds any interest in other restaurants that are franchised by CJR or its affiliates, the party who owns that interest shall execute, concurrently with this Agreement, a form of cross-guarantee to CJR and its affiliates for the

payment of all obligations for such restaurants, unless waived in writing by CJR in its sole discretion. For purposes of this Agreement, an affiliate of Franchisee is any company controlled, directly or indirectly, by Franchisee or Franchisee's parent or subsidiary.

G. Operating Principal

Franchisee shall designate and retain an individual to serve as the Operating Principal. (If Franchisee is owned by one individual, that individual may serve as the Operating Principal if the individual meets CJR's requirements for an Operating Principal.) The Operating Principal as of the date of this Agreement is identified in Appendix D. The Operating Principal shall meet all of the following qualifications:

(1) The Operating Principal shall have at least a 10% equity ownership interest in Franchisee or, if Franchisee is a limited partnership, in Franchisee's general partner, unless this requirement is modified by CJR in its sole discretion. This Section 16.G.(1) shall not apply if Franchisee was a publicly-held entity or a wholly-owned subsidiary of a publicly-held entity as of the date of the first franchise-related agreement between Franchisee and CJR.

(2) The Operating Principal, at all times, shall be a member of the Continuity Group and, at a minimum, have full control over the day-to-day activities of the Franchised Restaurant and those other restaurants (that are franchised by CJR or its affiliates) operated by Franchisee in the same geographic market as the Franchised Restaurant, including control over the standards of operation and financial performance.

(3) Unless Franchisee has named and CJR has approved a Multi-Unit Manager:

(a) The Operating Principal shall devote full-time and best efforts to supervising the operation of the Franchised Restaurant and those other restaurants (that are franchised by CJR or its affiliates) operated by Franchisee in the same geographic market as the Franchised Restaurant and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility.

(b) Unless waived in writing by CJR, the Operating Principal shall maintain his primary residence within a reasonable driving distance of the Franchised Restaurant.

(4) The Operating Principal shall successfully complete the FMTP and any additional training required by CJR.

(5) CJR shall have approved the Operating Principal, and not have later withdrawn that approval.

If the Operating Principal no longer meets these qualifications, Franchisee must provide CJR written notice designating a qualified person to act as Operating Principal within 30 days after the date the prior Operating Principal ceases to be qualified. CJR shall advise Franchisee whether it has approved the new Operating Principal within a reasonable time after receipt of Franchisee's notice. If CJR does not approve the proposed Operating Principal, Franchisee will have 15 days from its receipt of notice of the decision to advise CJR in writing of another person to act as Operating Principal who satisfies the preceding qualifications.

If Franchisee operates restaurants in multiple markets that are franchised by CJR or its affiliates, an individual meeting the qualifications of this Section will serve as the Operating Principal in at least one market.

H. Multi-Unit Manager

If Franchisee operates restaurants that are franchised by CJR or its affiliates in multiple geographic markets, for all markets in which the Operating Principal fails to satisfy the requirements of Section 16.G., Franchisee shall designate and retain an individual to serve as Multi-Unit Manager. The Multi-Unit Manager shall be under the supervision of the Operating Principal. The Multi-Unit Manager shall meet all of the following qualifications:

(1) The Multi-Unit Manager shall devote full time and best efforts to supervising the operation of the Franchised Restaurant and those other restaurants (that are franchised by CJR or its affiliates) operated by Franchisee in the same geographic market and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility.

(2) Unless waived in writing by CJR, the Multi-Unit Manager shall maintain his primary residence within a reasonable driving distance of the Franchised Restaurant.

(3) The Multi-Unit Manager shall successfully complete the FMTP and any additional training required by CJR.

(4) CJR shall have approved the Multi-Unit Manager, and not have later withdrawn that approval.

If the Multi-Unit Manager no longer qualifies as such, Franchisee shall designate another qualified person to act as Multi-Unit Manager within 30 days after the date the prior Multi-Unit Manager ceases to be qualified. Franchisee's designee to become the Multi-Unit Manager must successfully complete the FMTP and any additional training required by CJR.

17. TRANSFERS BY CJR

CJR shall have the absolute, unrestricted right, exercisable at any time, to transfer and assign all or any part of its rights and obligations under this Agreement to any person or legal entity without the consent of Franchisee. Franchisee agrees that CJR will have no liability after the effective date of transfer or assignment for the performance of, or any failure to perform, any obligations transferred.

18. TRANSFERS BY FRANCHISEE

A. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that CJR has entered into this Agreement in reliance on Franchisee's (and Franchisee's direct and indirect owners') business skill, financial capacity, personal character, experience and demonstrated or purported ability in developing and operating high quality foodservice operations. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation or other legal entity which directly or indirectly has an interest in Franchisee shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in Franchisee, this Agreement, the Franchise, the Franchised Restaurant, the assets of the Franchised Restaurant, the Franchised Location or any other assets pertaining to Franchisee's operations under this Agreement

(collectively "Transfer") without the prior written consent of CJR, unless otherwise permitted by this Section.

Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having the prior written consent of CJR shall be null and void and shall constitute a material breach of this Agreement, for which CJR may terminate this Agreement without providing Franchisee an opportunity to cure the breach.

B. Franchisee shall advise CJR in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, submit a copy of all contracts and all other agreements or proposals and submit all other information requested by CJR relating to the proposed Transfer. If CJR does not exercise its right of first refusal pursuant to Section 18.J., the decision as to whether or not to consent to a proposed Transfer shall be made by CJR in its sole discretion and shall include numerous factors deemed relevant by CJR. These factors may include, but will not be limited to, the following:

(1) The proposed transferee (and if the proposed transferee is not a natural person, all persons that have any direct or indirect interest in the transferee as CJR may require) must demonstrate to CJR's satisfaction extensive experience in high quality restaurant operations of a character and complexity similar to Carl's Jr. Restaurants; must meet the managerial, operational, experience, quality, character and business standards for a franchisee promulgated by CJR from time to time; must possess a good character, business reputation and credit rating; must have an organization whose management culture is compatible with CJR's management culture; and must have adequate financial resources and working capital, as determined by CJR in its sole discretion, to meet Franchisee's obligations under this Agreement.

(2) If the Transfer is a sale, the sales price shall not be so high, in CJR's reasonable judgment, as to jeopardize the ability of the transferee to develop, maintain, operate and promote the Franchised Restaurant and meet financial obligations to CJR, third party suppliers and creditors. CJR's decision with respect to a proposed Transfer shall not create any liability on the part of CJR: **(a)** to the transferee, if CJR consents to the Transfer and the transferee experiences financial difficulties; or **(b)** to Franchisee or the proposed transferee, if CJR withholds consent to the Transfer. CJR, without any liability to Franchisee or the proposed transferee, has the right, in its sole discretion, to communicate and counsel with Franchisee and the proposed transferee regarding any aspect of the proposed Transfer.

(3) All of Franchisee's accrued monetary obligations to CJR and its affiliates (whether arising under this Agreement or otherwise) and all other outstanding obligations related to the Franchised Restaurant (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) have been satisfied or, in the reasonable judgment of CJR, adequately provided for. CJR reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all of these obligations are satisfied.

(4) Franchisee is not then in material default of any provision of this Agreement or any other agreement between Franchisee and CJR or its affiliates, is in good standing as a franchisee with CJR and its affiliates, is not in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Franchised Restaurant and is not in default beyond the applicable cure period with any vendor or supplier to the Franchised Restaurant.

(5) Franchisee or the proposed transferee, as determined by CJR, must complete all remodel, renovations, re-image, maintenance and facility upgrades to modernize and conform the Franchised Restaurant to the image of the System for new franchised restaurants.

(6) Franchisee, all individuals who executed this Agreement and all guarantors of Franchisee's obligations must execute a general release and a covenant not to sue, in a form satisfactory to CJR, of any and all claims against CJR and its affiliates and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Franchisee and CJR or its affiliates and Franchisee's operation of the Franchised Restaurant and all other restaurants operated by Franchisee that are franchised by CJR or its affiliates.

(7) Unless waived by CJR in its sole discretion, the transferee and those employees hired by the transferee to fill certain designated positions shall complete the training provided in Sections 11.A.-B.

(8) The transferee and each of the transferee's affiliates that have entered into a development or franchise agreement with CJR or its affiliates must, as of the date of the request for CJR's consent to the Transfer, be in compliance with all obligations to CJR or its affiliates under those agreements.

C. If CJR consents to a proposed Transfer, prior to the Transfer becoming effective:

(1) The transferor shall pay CJR a nonrefundable Transfer fee in an amount not to exceed $2,500 per Franchised Restaurant in connection with CJR's review of the Transfer application.

(2) Franchisee and the proposed transferee shall execute, at CJR's election, an assignment agreement and any amendments to this Agreement deemed necessary or desirable by CJR to reflect the Transfer and/or CJR's then-current standard form of franchise agreement for an initial term ending on the expiration date of the Initial Term of this Agreement. In either event, a guarantee of the type required by Section 16.F. shall be executed by those individuals identified in Section 16.F. In addition, Franchisee, the proposed transferor and the proposed transferee shall sign all other documents and take such actions as CJR may require to protect CJR's rights under this Agreement.

(3) The transferor shall remain liable for all obligations to CJR incurred before the date of the Transfer and shall execute any and all instruments reasonably requested by CJR to evidence that liability.

D. If Franchisee is an individual or a partnership and desires to Transfer this Agreement to a corporation (or limited liability company) formed for the convenience of ownership, the requirements of Section 18..B. shall apply to such a Transfer; however, Franchisee will not be required to pay a Transfer fee. CJR's consent also will be conditioned on the following: **(1)** the corporation (or limited liability company) must be newly organized; **(2)** prior to the Transfer, CJR must receive a copy of the documents specified in Section 16.B. and the transferee shall comply with the remaining provisions of Section 16; and **(3)** Franchisee must own all voting securities of the corporation (or membership interests of the limited liability company) or, if Franchisee is owned by more than one individual, each person shall have the same proportionate ownership interest in the corporation (or the limited liability company) as prior to the Transfer.

E. Notwithstanding the provisions of Sections 18.A. and B., the issuance of options or the exercise of options pursuant to a qualified stock option plan or a qualified employee stock ownership plan shall not be considered a Transfer and shall not require the prior written consent of CJR; provided no more than a total of 49% of Franchisee's outstanding voting securities are subject to the qualified stock option plan or qualified employee stock ownership plan.

F. If Franchisee was a publicly-held entity as of the date of the first franchise-related agreement between Franchisee and CJR or its affiliates, Section 18.B. shall be applicable to transfers of ownership interests in Franchisee only if the proposed Transfer would result in: **(1)** 50% or more of Franchisee's voting securities being held by different shareholders than as of the date of the first franchise-related agreement between Franchisee and CJR or its affiliates; or **(2)** any change in ownership of Franchisee's voting securities whereby any existing shareholder of Franchisee acquires an additional 10% or more of Franchisee's voting securities; or **(3)** any change in the membership of the Continuity Group (unless such change is a permitted Transfer pursuant to Section 18.G.).

G. ~~Notwithstanding the provisions of Sections 18.A. and B., CJR agrees that certain Transfers shall be permitted without CJR's prior written consent, provided all of the following conditions are satisfied:~~In the event of the death or permanent incapacity of any person with an ownership interest in Franchisee, CJR shall not unreasonably withhold its consent to a transfer to any person, persons, partnership or corporation designated by his legal representative, provided, however, that:

(1) The ~~Transfer is a transfer of:~~requirements of Section 18.B. and of 18.C. shall have been met.

(2) The proposed transfer is applied for in writing within 2 months of the date of death or permanent incapacity by the legal representative of such individual, and is effected within 6 months thereafter.

(3) In the case of permanent incapacity, the legal representative shall have furnished a certification of a physician designated by CJR that Franchisee has been or will be unable to operate the Franchised Restaurant for a period of 6 months or longer.

~~**(a)** An ownership interest in Franchisee of 20% or less, provided that after the Transfer the Continuity Group owns at least 66% of all ownership interests in Franchisee; or~~

~~**(b)** Ownership interests in Franchisee following the death or permanent incapacity of a person with an ownership interest in Franchisee, provided that the Transfer is to the parent, sibling, spouse or children of that person or to a member of the Continuity Group.~~

~~**(2)** Franchisee provides CJR written notice of its intent to undertake the Transfer at least 30 days prior to the effective date of the Transfer, together with documents demonstrating that the Transfer meets the requirements of this Section.~~

~~**(3)** At the time of Franchisee's notice to CJR, Franchisee is not in default of this Agreement or any other agreements between Franchisee and CJR or its affiliates.~~

~~**(4)** In connection with the Transfer, Franchisee and all persons who will have an ownership interest in Franchisee after the Transfer fully comply with the requirements of Section 16.~~

H. Franchisee shall not grant any security interest in its business, the Franchised Restaurant, the Franchised Location or the assets used in the operation of the Franchised Restaurant without CJR's

prior written consent, which will not be unreasonably withheld. CJR's consent may be conditioned, in its sole discretion, on the written agreement by the secured party that, in the event of a default by Franchisee under any agreement related to the security interest, CJR shall have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of all sums then due to the secured party. If Franchisee (or any person with a direct or indirect interest in Franchisee) finances any part of the price paid in connection with the Transfer, the person or entity providing the financing must agree that all obligations of the proposed transferee and any security interests retained in the assets being transferred, will be subordinate to the proposed transferee's obligations to: **(1)** pay all amounts due to CJR and its affiliates; and **(2)** otherwise comply with this Agreement and all other agreements with CJR or its affiliates.

I. Securities or partnership interests in Franchisee may be sold, by private or public offering, only with CJR's prior written consent (whether or not CJR's consent is required under any other provision of this Section). In addition to the requirements of Section 18.B., prior to the time that any public offering or private placement of securities or partnership interests in Franchisee is made available to potential investors, Franchisee, at its expense, shall deliver to CJR a copy of the offering documents. Franchisee, at its expense, also shall deliver to CJR an opinion of Franchisee's legal counsel and an opinion of one other legal counsel selected by CJR (both of which shall be addressed to CJR and in a form acceptable to CJR) that the offering documents properly use the Proprietary Marks and accurately describe Franchisee's relationship with CJR and/or its affiliates. The indemnification provisions of Section 25 shall also include any losses or expenses incurred by CJR and/or its affiliates in connection with any statements made by or on behalf of Franchisee in any public offering or private placement of Franchisee's securities.

J. If any party holding any direct or indirect interest in Franchisee or in this Agreement receives a bona fide offer (as determined by CJR in its reasonable discretion) from a third party or otherwise desires to undertake any Transfer that would require CJR's consent (other than a Transfer for convenience of ownership pursuant to Section 18.D. or a Transfer of ownership interests to a parent, sibling, spouse or child), it shall notify CJR in writing of the terms of the proposed Transfer, and shall provide such information and documentation relating to the proposed Transfer as CJR may reasonably require, including, but not limited to, a copy of the offer. CJR or its designee may elect to purchase the interest that the seller proposes to Transfer any time within 30 days after receipt of written notification, and all documents and other information required by Section 18.B., by sending written notice to the seller that CJR or its designee intends to purchase the seller's interest on the same financial terms and conditions offered by the third party (except that CJR or its designee shall not be obligated to pay any finder's or broker's fees). In purchasing the interest, CJR or its designee shall be entitled to set off any monies owed to CJR or its affiliates by Franchisee and CJR or its designee shall be entitled to all customary representations and warranties that the assets are free and clear (or, if not, accurate and complete disclosure) as to: **(1)** ownership, condition and title; **(2)** liens and encumbrances; **(3)** environmental and hazardous substances; and **(4)** validity of contracts inuring to the purchaser or affecting the assets, whether contingent or otherwise.

If the offer to Franchisee involves assets in addition to this Agreement, the Franchised Location, the Franchised Restaurant and other restaurants operated by Franchisee that are franchised by CJR or its affiliates, Franchisee's notice to CJR shall state the cash value of that portion of the offer received by Franchisee relating to this Agreement, the Franchised Location, the Franchised Restaurant and those other restaurants. If the proposed Transfer provides for payment of consideration other than cash or it involves intangible benefits, CJR or its designee may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties are unable to agree within 30 days on the reasonable equivalent in cash of the non-cash part of the offer received by Franchisee or the cash value of that portion of the offer received by Franchisee relating to this Agreement, the Franchised Location, the

Franchised Restaurant and those other restaurants, the amount shall be determined by two professionally certified appraisers, Franchisee selecting one and CJR or its designee selecting one. If the higher appraisal is more than 10% greater than the other appraisal, the two appraisers shall select a third professionally certified appraiser who also shall determine the amount. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and CJR or its designee may exercise its right of first refusal within 30 days after being advised in writing of the decision of the appraisers. The cost of the appraisers shall be shared equally by the parties.

CJR's failure to exercise its right of first refusal shall not constitute consent to the proposed Transfer nor a waiver of any other provision of this Section 18 with respect to a proposed Transfer. If CJR does not exercise its right of first refusal, Franchisee may not thereafter Transfer the interest at a lower price or on more favorable terms than those that have been offered to CJR. CJR shall again be given a right of first refusal if a transaction does not close within 6 months after CJR elected not to exercise its right of first refusal. In no event shall Franchisee offer the interest for sale or transfer at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign, through any advertisement, either in the newspapers or otherwise, without first having obtained the written consent of CJR to the auction or advertisement.

K. CJR's consent to any Transfer shall not constitute a waiver of any claims CJR may have against the transferring party, nor shall it be deemed a waiver of CJR's right to demand exact compliance with any of the terms of this Agreement by the transferee, nor will it be deemed a waiver of CJR's right to give or withhold consent to future Transfers.

19. GENERAL RELEASE

Except as set forth at the end of this Section 19, Franchisee (on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and all individuals who execute this Agreement (each a "Releasor" and collectively, "Releasors"), freely and without any influence forever release and covenant not to sue CJR, its parents, subsidiaries, affiliates, predecessors and successors and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities (collectively, "CJR Releasees"), from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "claims"), which any Releasor now owns or holds or may in the future own or hold based on, arising out of or relating to, in whole or in part, any fact, event, conduct or omission occurring on or before the date of this Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation and claims arising out of, or relating to this Agreement and all other agreements between any Releasor and any CJR Releasee, the sale of a franchise to any Releasor, the development of the Franchised Restaurant prior to the date of this Agreement and the development and operation of all other restaurants operated by any Releasor that are or were franchised by CJR or its parents, subsidiaries, affiliates or predecessors. Franchisee (on behalf of Releasors) expressly agrees that fair consideration has been given by CJR for this release and it fully understands that this is a negotiated, complete and final release of all claims. This release does not include a release of claims arising from representations in the Carl's Jr. Franchise Disclosure Document provided to Franchisee in connection with this Agreement or any claims arising under any applicable state or federal franchise laws regulating the offer or sale of the franchise for this Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436)).

20. COVENANTS

A. Best Efforts

During the term of this Agreement, Franchisee and the Operating Principal shall devote their full-time and best efforts to the development, management and operation of the Franchised Restaurant.

B. Confidentiality

Franchisee acknowledges and agrees that: (**1**) CJR owns all right, title and interest in and to the System; **(2)** the System includes trade secrets and confidential and proprietary information and know-how that gives CJR a competitive advantage; **(3)** the trade secrets and confidential and proprietary information and know-how derive independent economic value to CJR from not being generally known to and not readily ascertainable by others; **(4)** CJR has taken all measures appropriate to protect the trade secrets and the confidentiality of the proprietary information and know-how of the System; **(5)** all material or other information now or hereafter provided or disclosed to Franchisee regarding the System is disclosed in confidence; **(6)** Franchisee has no right to disclose any part of the System to anyone who is not an employee of Franchisee; **(7)** Franchisee will disclose to its employees only those parts of the System that an employee needs to know; **(8)** Franchisee will have a system in place to ensure that its employees keep confidential CJR's trade secrets and confidential and proprietary information, and, if requested by CJR, Franchisee shall obtain from those of its employees designated by CJR an executed Confidential Disclosure Agreement in the form prescribed by CJR; **(9)** by entering into this Agreement, Franchisee does not acquire any ownership interest in the System; and **(10)** Franchisee's use or duplication of the System or any part of the System in any other business, or disclosure of any part of the System to others for use or duplication in any other business, would constitute an unfair method of competition, for which CJR would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Franchisee shall not, during the term of this Agreement or at any time thereafter, communicate or disclose any trade secrets or confidential or proprietary information or know-how of the System to any unauthorized person, or do or perform, directly or indirectly, any other acts injurious or prejudicial to any of the Proprietary Marks or the System. Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that CJR or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement.

C. Restrictions

(1) Franchisee acknowledges and agrees that: **(a)** pursuant to this Agreement, Franchisee will have access to valuable trade secrets, specialized training and other confidential information from CJR and/or its affiliates regarding the development, operation, product preparation and sales, market and operations research, advertising and marketing plans and strategies, purchasing, sales and marketing methods and techniques of CJR and its affiliates and the System; **(b)** the know-how regarding the System and the opportunities, associations and experience acquired by Franchisee pursuant to this Agreement are of substantial value; **(c)** in developing the System, CJR and its affiliates have made substantial investments of time, effort, and money; **(d)** CJR would be unable adequately to protect the System and its trade secrets and confidential and proprietary information against unauthorized use or disclosure and would be unable adequately to encourage a free exchange of ideas and information among operators of Carl's Jr. Restaurants if franchisees or developers were permitted to engage in the activities described in Section 20.C.(2)(a) or to hold interests in the businesses described in Sections 20.C.(2)(b) and (3); **(e)** all restaurants operating in a quick-service format are substantial and direct competitors of the

System; and **(f)** the restrictions on Franchisee's right to hold interests in, or perform services for, the businesses described in Sections 20.C.(2)(b) and (3) will not unduly limit its activities.

(2) Accordingly, Franchisee covenants and agrees that, except with CJR's prior written consent, during the term of this Agreement, and for a continuous period of 2 years following its expiration, transfer, or termination, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, or other entity:

(a) Divert or attempt to divert any business or customer, or potential business or customer, of any Carl's Jr. Restaurant to any competitor, by direct or indirect inducement or otherwise.

(b) Own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to, sell the property underlying the Franchised Location and related assets to, or have any interest in, either directly or indirectly, any restaurant business: **(i)** whose sales of Designated Entrée Items (as defined below) during any daypart are reasonably likely to account collectively for 20% or more of the restaurant's sales of all entrée items during that daypart; **(ii)** that features or promotes any Designated Entrée Item in its advertising; or **(iii)** that operates in a quick-service format (with or without table service). For purposes of the previous sentence, the term "Designated Entrée Items" means any hamburger sandwich, chicken sandwich, breakfast sandwich and any other entrée item of a type designated by CJR as part of the System at any time during the term of this Agreement. During the term of this Agreement, there is no geographical limitation on this restriction. Following the expiration, transfer or termination of this Agreement, this restriction shall apply to any restaurant business located within a 2 mile radius of the Franchised Location and any restaurant business within a 2 mile radius of any then-existing Carl's Jr. Restaurant. This restriction shall not apply to Franchisee's existing restaurant or foodservice operations, if any, which are identified in Appendix A, nor shall it apply to other restaurants operated by Franchisee that are franchised by CJR or its affiliates.

If any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. If, at any time during the 2 year period following the expiration, Transfer or termination of this Agreement, Franchisee fails to comply with its obligations under this Section, that period of noncompliance will not be credited toward Franchisee's satisfaction of the 2 year obligation.

(3) Franchisee acknowledges that the Franchised Location will acquire goodwill associated with the System and that it would be difficult for CJR to ascertain that Franchisee has no interest in the operation by a third party of a restaurant concept at that location that would, if operated by Franchisee, violate the restrictions of this Section 20. Accordingly, Franchisee further covenants and agrees that, during the term of this Agreement and for a period of 2 years following the expiration or earlier termination of this Agreement, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation, or other entity, sell, assign, lease or transfer the Franchised Location to any person, firm, partnership, corporation, or other entity which Franchisee knows, or has reason to know, intends to operate a restaurant business at the Franchised Location that would violate Section 20.C.(2)(b) if operated by Franchisee. Franchisee, by the terms of any conveyance selling, assigning, leasing or transferring its interest in the Franchised Location, shall include such restrictive covenants as are necessary to ensure that a restaurant business that would violate Section 20.C.(2)(b) if operated by Franchisee is not operated at the Franchised Location for this 2 year period, and Franchisee shall take all steps necessary to ensure that these restrictive covenants become a matter of public record.

D. Modification

CJR shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 20 effective immediately upon Franchisee's receipt of written notice, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 29.

E. Applicability

The restrictions contained in this Section 20 shall apply to Franchisee and all guarantors of Franchisee's obligations. With respect to each guarantor, these restrictions shall apply until 2 years after the earlier of: **(i)** the expiration, transfer, or termination of this Agreement; or **(ii)** the date the guarantor ceases to be the Operating Principal, a stockholder, member of the Continuity Group or a 10% Owner (or, if a guarantor is the spouse of a person holding one or more of these positions, the date the person ceases to hold the applicable positions). The restrictions contained in this Section 20 shall not apply to ownership of less than a 5% legal or beneficial ownership in the outstanding equity securities of any publicly held corporation. The existence of any claim Franchisee or any guarantor of Franchisee's obligations may have against CJR or its affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by CJR of the covenants in this Section 20.

At CJR's request, unless otherwise prohibited by law, Franchisee will obtain covenants similar in substance to those set forth in this Section 20 from any of its stockholders, managers, directors, members, officers, or restaurant managers and from family members of guarantors.

F. Injunctive Relief

Franchisee acknowledges and agrees that violation of the covenants contained in this Section 20 will result in immediate and irreparable injury to CJR for which money damages are not an adequate remedy. Therefore, in addition to being responsible for any damages caused to CJR arising from Franchisee's violation of this Section 20, CJR shall be entitled to seek the entry of an injunction prohibiting any conduct by Franchisee in violation of this Section 20.

21. TERMINATION

A. Termination Without Cure Period

In addition to the grounds for termination that may be stated elsewhere in this Agreement, CJR may terminate this Agreement, and the rights granted by this Agreement, upon written notice to Franchisee without an opportunity to cure upon the occurrence of any of the following events:

(1) Franchisee ceases to continuously operate the Franchised Restaurant for a period in excess of 5 consecutive days, unless the closing is due to a Force Majeure or is approved in writing in advance by CJR. If the closing is due to fire or other natural disaster, Franchisee must rebuild and reopen the Franchised Restaurant within six months following the fire or other natural disaster event or such longer period of time as agreed to with CJR.

(2) Franchisee is insolvent or is unable to pay its creditors (including CJR); files a petition in bankruptcy, an arrangement for the benefit of creditors or a petition for reorganization; there is filed against Franchisee a petition in bankruptcy, an arrangement for the benefit of creditors or petition for reorganization, which is not dismissed within 60 days of the filing; Franchisee makes an assignment for

the benefit of creditors; or a receiver or trustee is appointed for Franchisee and not dismissed within 60 days of the appointment.

(3) Execution is levied against Franchisee's business or property; suit to foreclose any lien or mortgage against the premises or equipment of the Franchised Restaurant is instituted against Franchisee and is not dismissed within 60 days; or the real or personal property of the Franchised Restaurant shall be sold after levy thereupon by any sheriff, marshal or constable.

(4) There is a material breach by Franchisee of any obligation under Section 20.

(5) Any Transfer that requires CJR's prior written consent occurs without Franchisee having obtained that prior written consent.

(6) CJR discovers that Franchisee made a material misrepresentation or omitted a material fact in the information that was furnished to CJR in connection with its decision to enter into this Agreement.

(7) Franchisee knowingly falsifies any report required to be furnished CJR or makes any material misrepresentation in its dealings with CJR or fails to disclose any material facts to CJR.

(8) Franchisee fails to open the Franchised Restaurant for business within 18 months after the Property Control Date or within 60 days after CJR first authorizes the opening of the Franchised Restaurant.

(9) CJR makes a reasonable determination that continued operation of the Franchised Restaurant by Franchisee will result in an imminent danger to public health or safety.

(10) Franchisee loses possession of the Franchised Location through its own fault or its failure to extend the lease for the Franchised Location through the Initial Term of this Agreement.

(11) Franchisee, the Operating Principal, any stockholder, member, partner, director or officer of Franchisee, any member of the Continuity Group or any 10% Owner is convicted of, or pleads no contest to, a felony charge; a crime involving moral turpitude; or any other crime or offense that is reasonably likely, in the sole opinion of CJR, to adversely affect CJR, its affiliates or the System.

(12) Franchisee, the Operating Principal, any member of the Continuity Group, any 10% Owner or any affiliate of Franchisee remains in default beyond the applicable cure period under any other agreement with CJR or its affiliates (provided that, if the default is not by Franchisee, Franchisee is given written notice of the default and a 30 day period to cure the default), or Franchisee remains in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to the Franchised Restaurant, or Franchisee remains in default beyond the applicable cure period with any vendor or supplier to the Franchised Restaurant, or Franchisee fails to pay when due any taxes or assessments relating to the Franchised Restaurant or its employees, unless Franchisee is actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

B. Termination Following Expiration of Cure Period

(1) Except for those items listed in preceding Section 21.A., Franchisee shall have 30 days after written notice of default from CJR within which to remedy the default and provide evidence of

that remedy to CJR. If any such default is not cured within that time, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless CJR notifies Franchisee otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, Franchisee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Franchisee begins taking the actions necessary to correct the default during the 30 day cure period and diligently and in good faith pursues those actions to completion. Franchisee will be in default under this Section 21.B.(1) for any failure to materially comply with any of the requirements imposed by this Agreement, the OPM or otherwise in writing, or to carry out the terms of this Agreement in good faith.

(2) Notwithstanding the provisions of preceding Section 21.B.(1), if Franchisee defaults in the payment of any monies owed to CJR or its affiliates when such monies become due and payable and Franchisee fails to pay such monies within 10 days after receiving written notice of default, this Agreement will terminate effective immediately upon expiration of that time, unless CJR notifies Franchisee otherwise in writing.

(3) If Franchisee has received 2 or more notices of default within the previous 12 months, CJR shall be entitled to send Franchisee a notice of termination upon Franchisee's next default within that 12 month period under this Section 21.B. without providing Franchisee an opportunity to remedy the default.

(4) In addition to the other provisions of this Section 21.B, if CJR reasonably determines that Franchisee becomes or will become unable to meet its obligations to CJR or its affiliates under this Agreement, CJR may provide Franchisee written notice to that effect and demand that Franchisee provide those assurances reasonably designated by CJR, which may include security or letters of credit for the payment of Franchisee's obligations to CJR and its affiliates. If Franchisee fails to provide the assurances demanded by CJR within 30 days after its receipt of written notice from CJR, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless CJR notifies Franchisee otherwise in writing.

C. Termination Following Inspection

CJR shall have the right to periodically conduct inspections of the Franchised Restaurant to evaluate Franchisee's compliance with the System and this Agreement. Following each inspection, CJR will provide Franchisee an inspection report listing Franchisee's score on the inspection and those conditions at the Franchised Restaurant that must be rectified. If Franchisee fails to achieve a passing score on an inspection, the inspection report shall constitute a notice of default. If Franchisee fails to achieve a passing score on the next inspection (which shall be conducted at least 30 days after Franchisee's receipt of the inspection report for the prior inspection), CJR may terminate this Agreement, without opportunity to cure, by providing Franchisee written notice of termination along with the inspection report.

D. Statutory Limitations

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

22. OBLIGATIONS ON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement:

A. Franchisee immediately shall cease operating the Franchised Restaurant.

B. Franchisee immediately shall pay CJR and its affiliates all sums due and owing CJR or its affiliates related to the Franchised Restaurant. In addition, if this Agreement is terminated following Franchisee's default, since it would be difficult, if not impossible, to determine the amount of damages that CJR will suffer as a result of Franchisee's breach, unless waived by CJR in its sole discretion, Franchisee immediately shall pay CJR, as damages and not as a penalty, the royalty fee that Franchisee would have paid during the period ("Damages Period") from the effective date of termination to the earlier of: **(1)** the 3-year anniversary of the effective date of termination; or **(2)** the date on which the Initial Term was scheduled to expire. The amount of such royalty fee during the Damages Period will be calculated by multiplying the average weekly royalty fee owed by Franchisee for the 52-week period prior to the effective date of termination by the number of weeks in the Damages Period. The obligation to pay this royalty fee survives termination of this Agreement and is in addition to, and not in lieu of, Franchisee's obligation to fully comply with its obligations under Section 20.C. following termination of this Agreement.

C. Franchisee promptly shall return to CJR the OPM, any copies of the OPM and all other materials and information furnished by CJR and delete all electronic copies of the OPM and all other materials and information furnished by CJR that are in Franchisee's possession. Franchisee promptly shall return to CJR, in good condition and repair excepting normal wear and tear, all computer software, disks, tapes and other electronic and magnetic storage media.

D. Franchisee and all persons and entities subject to the covenants contained in Section 20 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants.

E. Franchisee immediately shall discontinue all use of the Proprietary Marks in connection with the Franchised Restaurant and of any and all items bearing the Proprietary Marks; remove the Proprietary Marks from the Franchised Restaurant and from clothing, signs, materials, motor vehicles and other items owned or used by Franchisee in the operation of the Franchised Restaurant (unless CJR directs Franchisee to temporarily refrain from doing so while CJR determines if it will exercise its option under Section 23); cancel all advertising for the Franchised Restaurant that contains the Proprietary Marks (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations for the Franchised Restaurant that contain any Proprietary Marks.

F. Unless CJR directs Franchisee to temporarily maintain the existing appearance of the Franchised Location while CJR determines if it will exercise its option under Section 23, Franchisee promptly shall make such alterations and modifications to the Franchised Location as may be necessary to clearly distinguish to the public the Franchised Location from its former appearance and also make those specific additional changes as CJR may request for that purpose. If Franchisee fails to promptly make these alterations and modifications, CJR shall have the right (at Franchisee's expense, to be paid upon Franchisee's receipt of an invoice from CJR) to do so without being guilty of trespass or other tort.

G. Franchisee shall furnish CJR, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by an authorized officer of Franchisee) satisfactory to CJR of Franchisee's compliance with Sections 22.A. through 22.F.

H. Franchisee shall not, except with respect to a restaurant franchised by CJR or its affiliates which is then open and operating pursuant to an effective franchise agreement or a restaurant franchised

by CJR or its affiliates which is under construction pursuant to a fully-signed franchise agreement: **(1)** operate or do business under any name or in any manner that might tend to give the public the impression that Franchisee is connected in any way with CJR or its affiliates or has any right to use the System or the Proprietary Marks; **(2)** make, use or avail itself of any of the materials or information furnished or disclosed by CJR or its affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else; or **(3)** assist anyone not licensed by CJR or its affiliates to construct or equip a foodservice outlet substantially similar to a Carl's Jr. Restaurant.

23. OPTION TO PURCHASE

A. Upon the expiration or termination of this Agreement for any reason, CJR will have the option to purchase from Franchisee some or all of the assets used in the Franchised Restaurant ("Assets"). CJR may exercise its option by giving written notice to Franchisee at any time following expiration or termination up until ~~30~~60 days after the later of: **(1)** the effective date of termination or expiration; or **(2)** the date Franchisee ceases to operate the Franchised Restaurant. As used in this Section 23, "Assets" shall mean and include, without limitation, leasehold improvements, equipment, vehicles, furnishings, fixtures, signs and inventory (non-perishable products, materials and supplies) used in the Franchised Restaurant, and the real estate fee simple or the lease or sublease for the Franchised Location. CJR shall be entitled to the entry of interlocutory and permanent orders of specific performance by a court of competent jurisdiction if Franchisee fails or refuses to timely meet its obligations under this Section 23.

B. CJR shall have the unrestricted right to assign this option to purchase the Assets. CJR or its assignee shall be entitled to all customary representations and warranties that the Assets are free and clear (or, if not, accurate and complete disclosure) as to: **(1)** ownership, condition and title; **(2)** liens and encumbrances; **(3)** environmental and hazardous substances; and **(4)** validity of contracts and liabilities inuring to CJR or affecting the Assets, whether contingent or otherwise.

C. The purchase price for the Assets ("Purchase Price") shall be their fair market value, (or, for leased assets, the fair market value of Franchisee's lease) determined as of the effective date of purchase in a manner that accounts for reasonable depreciation and condition of the Assets; provided, however, that the Purchase Price shall take into account the termination of this Agreement. Further, the Purchase Price for the Assets shall not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Franchised Restaurant nor any goodwill or "going concern" value for the Franchised Restaurant. CJR may exclude from the Assets purchased in accordance with this Section any equipment, vehicles, furnishings, fixtures, signs, and inventory that are not approved as meeting then-current standards for a Carl's Jr. Restaurant or for which Franchisee cannot deliver a Bill of Sale in a form satisfactory to CJR.

D. If CJR and Franchisee are unable to agree on the fair market value of the Assets within 30 days after Franchisee's receipt of CJR's notice of its intent to exercise its option to purchase the Assets, the fair market value shall be determined by two professionally certified appraisers, Franchisee selecting one and CJR selecting one within 60 days after Franchisee's receipt of CJR's notice of intent to exercise its purchase option. If the higher appraisal is more than 10% greater than the other appraisal, the two appraisers shall select a third professionally certified appraiser who also shall appraise the fair market value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the Purchase Price.

E. The appraisers shall be given full access to the Franchised Restaurant, the Franchised Location and Franchisee's books and records during customary business hours to conduct the appraisal and shall value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in

accordance with the standards of this Section 23. The appraisers' fees and costs shall be borne equally by CJR and Franchisee.

F. Within 10 days after the Purchase Price has been determined, CJR may exercise its option to purchase the Assets by so notifying Franchisee in writing ("CJR's Purchase Notice"). The Purchase Price shall be paid in cash or cash equivalents at the closing of the purchase ("Closing"), which shall take place no later than 60 days after the date of CJR's Purchase Notice. From the date of CJR's Purchase Notice until Closing:

(1) Franchisee shall operate the Franchised Restaurant and maintain the Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Agreement; and

(2) CJR shall have the right to appoint a manager, at CJR's expense, to control the day-to-day operations of the Franchised Restaurant and Franchisee shall cooperate, and instruct its employees to cooperate, with the manager appointed by CJR. Alternatively, CJR may require Franchisee to close the Franchised Restaurant during such time period without removing any Assets from the Franchised Restaurant.

G. For a period of ~~30~~60 days after the date of CJR's Purchase Notice ("Due Diligence Period"), CJR shall have the right to conduct such investigations as it deems necessary and appropriate to determine: **(1)** the ownership, condition and title of the Assets; **(2)** liens and encumbrances on the Assets; **(3)** environmental and hazardous substances at or upon the Franchised Location; and **(4)** the validity of contracts and liabilities inuring to CJR or affecting the Assets, whether contingent or otherwise. Franchisee will afford CJR and its representatives access to the Franchised Restaurant and the Franchised Location at all reasonable times for the purpose of conducting inspections of the Assets; provided that such access does not unreasonably interfere with Franchisee's operation of the Franchised Restaurant.

H. During the Due Diligence Period, at its sole option and expense, CJR may **(1)** cause the title to the Assets that consist of real estate interests ("Real Estate Assets") to be examined by a nationally recognized title company and conduct lien searches as to the other Assets; **(2)** procure "AS BUILT" surveys of the Real Estate Assets; **(3)** procure environmental assessments and testing with respect to the Real Estate Assets; and/or **(4)** inspect the Assets that consist of leasehold improvements, equipment, vehicles, furnishings, fixtures, signs and inventory ("Fixed Assets") to determine if the Fixed Assets are in satisfactory working condition. Prior to the end of the Due Diligence Period, CJR shall notify Franchisee in writing of any objections that CJR has to any finding disclosed in any title or lien search, survey, environmental assessment or inspection. If Franchisee cannot or elects not to correct any such title defect, environmental objection or defect in the working condition of the Fixed Assets, CJR will have the option to either accept the condition of the Assets as they exist or rescind its option to purchase on or before the Closing.

I. Prior to the Closing, Franchisee and CJR shall comply with all applicable legal requirements, including the bulk sales provisions of the Uniform Commercial Code of the state in which the Franchised Restaurant is located and the bulk sales provisions of any applicable tax laws and regulations. Franchisee shall, prior to or simultaneously with the Closing, pay all tax liabilities incurred in connection with the operation of the Franchised Restaurant prior to Closing. CJR shall have the right to set off against and reduce the Purchase Price by any and all amounts owed by Franchisee to CJR, and the amount of any encumbrances or liens against the Assets or any obligations assumed by CJR.

J. If the Franchised Location is leased, CJR agrees to use reasonable efforts to effect a termination of the existing lease for the Franchised Location. If the lease for the Franchised Location is

assigned to CJR or CJR subleases the Franchised Location from Franchisee, CJR will indemnify and hold Franchisee harmless from any ongoing liability under the lease from the date CJR assumes possession of the Franchised Location, and Franchisee will indemnify and hold CJR harmless from any liability under the lease prior to and including that date.

K. If Franchisee owns the Franchised Location, CJR, at its option, will either purchase the fee simple interest or, upon purchase of the other Assets, enter into a standard lease with Franchisee on terms comparable to those for which similar commercial properties in the area are then being leased. The initial term of this lease with Franchisee shall be at least 10 years with 4 options to renew of 5 years each and the rent shall be the fair market rental value of the Franchised Location. If Franchisee and CJR cannot agree on the fair market rental value of the Franchised Location, the appraisers (selected in the manner described in Section 2325.D.) shall determine the rental value.

L. At the Closing, Franchisee shall deliver instruments transferring to CJR or its assignee: **(1)** good and merchantable title to the Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to CJR or its assignee), with all sales and other transfer taxes paid by the Franchisee; **(2)** all licenses and permits for the Franchised Restaurant that may be assigned or transferred, with appropriate consents, if required; and **(3)** the lease or sublease for the Franchised Location, with appropriate consents, if required. If Franchisee cannot deliver clear title to all of the purchased Assets as indicated in this Section, or if there are other unresolved issues, the Closing shall be accomplished through an escrow.

24. RELATIONSHIP OF THE PARTIES

This Agreement does not create a fiduciary or other special relationship between the parties. No agency, employment, or partnership is created or implied by the terms of this Agreement, and Franchisee is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of CJR or its affiliates or a joint employer with CJR or its affiliates. Franchisee shall have no right or power to, and shall not, bind or obligate CJR or its affiliates in any way or manner, nor represent that Franchisee has any right to do so. Franchisee shall not issue any press releases without the prior written approval of CJR.

Franchisee is an independent contractor and is solely responsible for all aspects of the development and operation of the Franchised Restaurant, subject only to the conditions and covenants established by this Agreement. Without limiting the generality of the foregoing, Franchisee acknowledges that CJR has no responsibility to ensure that the Franchised Restaurant is developed and operated in compliance with all applicable laws, ordinances and regulations and that CJR shall have no liability in the event the development or operation of the Franchised Restaurant violates any law, ordinance or regulation.

The sole relationship between Franchisee and CJR is a commercial, arms' length business relationship and, except as provided in Section 25, there are no third party beneficiaries to this Agreement. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by CJR. In all public records, in relationships with other persons, and on letterheads and business forms, Franchisee shall indicate its independent ownership of the Franchised Restaurant and that Franchisee is solely a franchisee of CJR. Franchisee shall post a sign in a conspicuous location in the Franchised Restaurant which will contain Franchisee's name and state that the Franchised Restaurant is independently owned and operated by Franchisee under a franchise agreement with CJR.

25. INDEMNIFICATION

A. Franchisee and all guarantors of Franchisee's obligations under this Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to CJR), and hold harmless (to the fullest extent permitted by law) CJR and its parents and affiliates, and their respective predecessors, successors, assigns, past and present stockholders, directors, managers, officers, employees, members, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against CJR and/or Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with Franchisee's activities under this Agreement, excluding the gross negligence or willful misconduct of CJR. Franchisee promptly shall give CJR written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, shall furnish CJR with copies of any documents from such matters as CJR may request.

At Franchisee's expense and risk, CJR may elect to assume (but under no circumstances will CJR be obligated to undertake) the defense and/or settlement of any action, suit, proceeding, claim, demand, investigation, inquiry, judgment or appeal thereof subject to this indemnification. Such an undertaking shall in no manner or form diminish Franchisee's obligation to indemnify and hold harmless CJR and Indemnitees. CJR shall not be obligated to seek recoveries from third parties or otherwise mitigate losses.

B. As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; lost profits; reasonable attorneys' fees; expert witness fees; court costs; settlement amounts; judgments; compensation for damages to CJR's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

26. CONSENTS, APPROVALS AND WAIVERS

A. Whenever this Agreement requires the prior approval or consent of CJR, Franchisee shall make a timely written request to CJR therefor; and any approval or consent received, in order to be effective and binding upon CJR, must be obtained in writing and be signed by an authorized officer of CJR.

B. CJR makes no warranties or guarantees upon which Franchisee may rely by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Agreement, and assumes no liability or obligation to Franchisee therefor, or by reason of any neglect, delay, or denial of any request therefor. CJR shall not, by virtue of any approvals, advice or services provided to Franchisee, assume responsibility or liability to Franchisee or to any third parties to which CJR would not otherwise be subject.

C. No failure of CJR to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of CJR's right to demand exact compliance with any of the terms of this Agreement. A waiver by CJR of any particular default by Franchisee shall not affect or impair CJR's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of CJR to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants of this Agreement affect or impair CJR's right to exercise the same, nor shall such constitute a waiver by CJR of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by CJR of any

payments due to it hereunder shall not be deemed to be a waiver by CJR of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

27. NOTICES

No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to: **(A)** if to Franchisee, addressed to Franchisee at the notice address set forth in Appendix A; and **(B)** if to CJR, addressed to CJR at its principal offices, current address: 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067 (marked Attn: Kerry Olson, General Counsel (Email: kolson@ckr.com) with a copy to Franchise Legal Team,) (Email: legal@ckr.com). Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt or first rejection and may be: **(1)** delivered personally; **(2)** transmitted by email to the email address set forth above (or in Appendix A) with electronic confirmation of receipt; **(3)** mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or **(4)** mailed via overnight courier.

28. FORCE MAJEURE

As used in this Agreement, the term "Force Majeure" means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party and any other cause not within the control of the party affected thereby. Franchisee's inability to obtain financing (regardless of the reason) shall not constitute Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, the parties shall be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice of such Force Majeure to the other party by setting forth the nature thereof and an estimate as to its duration. Notwithstanding the foregoing, nothing in this Section shall permit or excuse any delay or failure to remit any payment due the other party on the due date.

29. ENTIRE AGREEMENT

CJR and Franchisee acknowledge that each element of this Agreement is essential and material and that, except as otherwise provided in this Agreement, the parties shall deal with each other in good faith. This Agreement, the OPM, the documents referred to herein, and the attachments hereto, constitute the entire, full and complete agreement between the parties concerning Franchisee's rights, and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and in the attachments. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representation made in the Carl's Jr. Franchise Disclosure Document provided to Franchisee.

30. SEVERABILITY AND CONSTRUCTION

A. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is

determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final, unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which CJR is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

B. CJR has entered, and will continue to enter, into agreements with other franchisees. The manner in which CJR enforces its rights and the franchisees' obligations under any of those other agreements shall not affect the ability of CJR to enforce its rights or Franchisee's obligations under this Agreement. Except as otherwise provided in Section 25, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee and CJR and its affiliates and such of their heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

C. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which CJR is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. No provision of this Agreement shall be interpreted in favor of, or against, any party because of the party that drafted this Agreement.

E. Whenever CJR has expressly reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, CJR may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests. This also applies if CJR is deemed to have a right and/or discretion. CJR's judgment of what is in the best interests of the System, at the time its decision is made or its right or discretion is exercised, can be made without regard to whether: **(1)** other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by CJR; **(2)** CJR's decision or the action taken promotes its financial or other individual interest; **(3)** CJR's decision or the action taken applies differently to Franchisee and one or more other franchisees or CJR company-operated or affiliate-operated operations; or **(4)** CJR's decision or the action taken is adverse to Franchisee's interests. CJR will have no liability to Franchisee for any such decision or action. CJR and Franchisee intend that the exercise of CJR's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, CJR and Franchisee agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants CJR the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations under this Agreement.

F. Franchisee agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of CJR will have any liability for: **(1)** any obligations or liabilities of CJR relating to or arising from this Agreement; **(2)** any claim against CJR based on, in respect of, or by reason of the relationship between Franchisee and CJR; or **(3)** any claim against CJR based on any alleged unlawful act or omission of CJR. This provision does not include a release of claims arising from representations in the Carl's Jr. Franchise Disclosure Document provided to Franchisee in connection with this Agreement or any claims arising under any

applicable state or federal franchise laws regulating the offer or sale of the franchise for this Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436)).

31. GOVERNING LAW, FORUM AND LIMITATIONS

A. This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles. Nothing in this Section is intended, or shall be deemed, to make any Tennessee law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

B. The parties agree that, to the extent any disputes cannot be resolved directly between them, Franchisee shall file any suit against CJR only in the federal or state court having jurisdiction where CJR's principal offices are located at the time suit is filed. CJR may file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Franchisee resides or does business or where the Franchised Restaurant is or was located or where the claim arose. Franchisee consents to the personal jurisdiction of those courts over Franchisee and to venue in those courts.

C. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding (including the offer and sale of a franchise to Franchisee) brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

D. Franchisee and CJR waive, to the fullest extent permitted by law, any right or claim of any consequential, punitive or exemplary damages against each other and agree that, in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it. **Franchisee and CJR waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits and the right to trial by jury.**

E. If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding shall be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of, the proceeding. If CJR utilizes legal counsel (including in-house counsel employed by CJR) in connection with any failure by Franchisee to comply with this Agreement, Franchisee shall reimburse CJR for any of the above-listed costs and expenses incurred by CJR. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

F. No right or remedy conferred upon or reserved to CJR or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 31 shall survive the expiration or earlier termination of this Agreement.

32. MISCELLANEOUS

A. Gender and Number

All references to gender and number shall be construed to include such other gender and number as the context may require.

B. Captions

All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

C. Counterparts

This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original. This Agreement may be signed using electronic signatures, and such signatures will have full legal force and effect.

D. Time

Time is of the essence of this Agreement for each provision in which time is a factor. Whenever this Agreement refers to a period of days or months, the first day or month to be counted shall be the day or month of the designated action, event or notice. Except where otherwise noted, days shall be measured by calendar days, provided that if the last day of a period is a Saturday, Sunday or national holiday, the period automatically shall be extended to the next day that is not a Saturday, Sunday or national holiday.

E. Injunctive Relief

Franchisee recognizes that its failure to comply with the terms of this Agreement, including, but not limited to, the failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to CJR, its affiliates and the System. Therefore, Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, CJR shall be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by CJR shall be in addition to, and not in lieu of, all remedies and rights that CJR otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

F. Authority

All information Franchisee provided to CJR in connection with Franchisee's franchise application and CJR's grant of this Franchise is truthful, complete and accurate. The persons signing this Agreement on behalf of Franchisee have full authority to enter into this Agreement and the other agreements contemplated by the parties. Execution of this Agreement or such other agreements by Franchisee does not and will not conflict with or interfere with, directly or indirectly, intentionally or otherwise, with the terms of any other agreement with any other third party to which Franchisee or any person with an ownership interest in Franchisee is a party.

G. Control During Crisis Situation

If an event occurs at the Franchised Restaurant that may damage the Proprietary Marks, the System or the reputation of CJR (collectively "Crisis Situation"), Franchisee shall: **(1)** immediately

contact appropriate emergency care providers to assist it in curing the harm or injury; and **(2)** immediately inform CJR by telephone of the Crisis Situation. Franchisee shall refrain from making any internal or external announcements (*i.e.*, no communication with the news media) regarding the Crisis Situation (unless otherwise directed by CJR or public health officials).

To the extent CJR deems appropriate, in its sole and absolute discretion, CJR or its designee may control the manner in which the Crisis Situation is handled by the parties, including, without limitation, conducting all communication with the news media and/or temporarily closing the Franchised Restaurant. The parties acknowledge that, in directing the management of any Crisis Situation, CJR or its designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as it deems appropriate. Franchisee and its employees shall cooperate fully with CJR or its designee in its efforts and activities in this regard and shall be bound by all further Crisis Situation procedures developed by CJR from to time hereafter. The indemnification under Section 25 shall include all losses and expenses that may result from the exercise by CJR or its designee of the management rights granted in this Section 32.G.

H. Compliance with U.S. Laws

Franchisee acknowledges that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 ("Order"), CJR is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, Franchisee represents and warrants to CJR that as of the date of this Agreement, neither Franchisee nor any person holding any ownership interest in Franchisee, controlled by Franchisee, or under common control with Franchisee is designated under the Order as a person with whom business may not be transacted by CJR, and that Franchisee: **(1)** does not, and hereafter shall not, engage in any terrorist activity; **(2)** is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and **(3)** is not acquiring the rights granted under this Franchise Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

I. FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

If Franchisee is a resident of one of the states listed in the heading of this Section 32.I (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of the Franchised Restaurant in the Applicable Franchise Registration State, then the following applies:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

CJR:

CARL'S JR. RESTAURANTS LLC

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

GUARANTEE AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Carl's Jr. Restaurant Franchise Agreement dated as of _____ ("Agreement") by Carl's Jr. Restaurants LLC ("CJR"), entered into with _____ ("Franchisee"), the undersigned ("Guarantors"), each of whom is a member of Franchisee's Continuity Group or a 10% Owner, or the spouse thereof, hereby personally and unconditionally agree as follows:

1. Guarantee To Be Bound By Certain Obligations. Guarantors hereby personally and unconditionally guarantee to CJR and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that each will be personally bound by the restrictions contained in Section 20 of the Agreement.

2. Guarantee and Assumption of Franchisee's Obligations. Guarantors hereby: **(A)** guarantee to CJR and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Franchisee and any assignee of Franchisee's interest under the Agreement shall: **(1)** punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and **(2)** punctually pay all other monies owed to CJR and/or its affiliates; **(B)** agree to be personally bound by each and every provision in the Agreement, including, without limitation, the provisions of Sections 20 and 25; and **(C)** agree to be personally liable for the breach of each and every provision in the Agreement.

3. General Release. Except as set forth in this Section 3, each Guarantor (if an individual, on behalf of him/herself and his/her heirs, representatives, successors and assigns, and if a business entity, on behalf of itself and its parent, subsidiaries and affiliates) (each a "Releasor" and collectively, "Releasors"), freely and without any influence forever release and covenant not to sue CJR, its parents, subsidiaries, affiliates, predecessors and successors and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities (collectively, "CJR Releasees"), from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "claims"), which any Releasor now owns or holds or may in the future own or hold based on, arising out of or relating to, in whole or in part, any fact, event, conduct or omission occurring on or before the date of this Guarantee, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation, and claims arising out of, or relating to the Agreement and all other agreements between any Releasor and any CJR Releasee, the sale of a franchise to any Releasor, the development of any Franchised Restaurant and the development and operation of all other restaurants operated by any Releasor that are or were franchised by CJR or its parents, subsidiaries, affiliates or predecessors. Each Guarantor (on behalf of the applicable Releasors) expressly agrees that fair consideration has been given by CJR for this release and it fully understands that this is a negotiated, complete and final release of all claims. This release does not include a release of claims arising from representations in the Carl's Jr. Franchise Disclosure Document provided to any Releasor in connection with the Agreement or any claims arising under any applicable state or federal franchise laws regulating the offer or sale of the franchise for the Agreement as of the date of the Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436)).

4. General Terms and Conditions. The following general terms and conditions shall apply to this Guarantee:

A. Each of the undersigned waives: **(1)** acceptance and notice of acceptance by CJR of the foregoing undertakings; **(2)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(3)** protest and notice of default to any party with respect to the

indebtedness or nonperformance of any obligations hereby guaranteed; **(4)** any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; **(5)** all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guarantee by the undersigned; **(6)** any law or statute which requires that CJR make demand upon, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guarantee; **(7)** any and all other notices and legal or equitable defenses to which he may be entitled; and **(8)** any and all right to have any legal action under this Guarantee decided by a jury.

B. Each of the undersigned consents and agrees that: **(1)** his direct and immediate liability under this Guarantee shall be joint and several; **(2)** he shall render any payment or performance required under the Agreement if Franchisee fails or refuses punctually to do so; **(3)** such liability shall not be contingent or conditioned upon pursuit by CJR of any remedies against Franchisee or any other person; **(4)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which CJR may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Franchisee to CJR or its affiliates under the Agreement; and **(5)** monies received from any source by CJR for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by CJR. In addition, if any of the undersigned ceases to be a member of the Continuity Group, a 10% Owner, an officer or director of Franchisee or own any direct or indirect interest in Franchisee or the Franchised Restaurant, that person (and his spouse, if the spouse is also a guarantor) agrees that the obligations under this Guarantee shall continue to remain in force and

effect unless CJR in its sole discretion, in writing, releases those person(s) from this Guarantee. Notwithstanding the provisions of the previous sentence, unless prohibited by applicable law, the obligations contained in Section 17.C. of the Agreement shall remain in force and effect for a period of 2 years after any such release by CJR. A release by CJR of any of the undersigned shall not affect the obligations of any other Guarantor.

C. If CJR brings an action to enforce this Guarantee in a judicial proceeding or arbitration, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

D. If CJR utilizes legal counsel (including in-house counsel employed by CJR or its affiliates) in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse CJR for any of the above-listed costs and expenses incurred by it.

E. If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(1)** failure of timely payment or performance of the obligations under this Guarantee; **(2)** breach of any agreement or representation contained or referred to in this Guarantee; **(3)** the dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy

proceeding by or against, any of the undersigned; and/or **(4)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any of the undersigned. If a Default occurs, the obligations of the undersigned shall be due immediately and payable without notice. Upon the death of one of the undersigned, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

F. This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. CJR's interests in and rights under this Guarantee are freely assignable, in whole or in part, by CJR. Any assignment shall not release the undersigned from this Guarantee.

G. Sections 31.A. through 31.F. of the Agreement are incorporated by reference into this Guarantee and all capitalized terms that are not defined in this Guarantee shall have the meaning given them in the Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature on the dates set forth below.

GUARANTORS:

Date: _____ _____

Print Name: _____

Address: _____

Date: _____ _____

Print Name: _____

Address: _____

Date: _____ _____

Print Name: _____

Address: _____

Date: _____ _____

Print Name: _____

Address: _____

APPENDIX A

FRANCHISE INFORMATION

1. Franchised Location (Recitals):

_____

2. Initial Franchise Fee (Section 6.A.):

_____

3. Interests in Other Restaurants (Section 20.C.(2)(b)): _____

_____

4. Franchisee's Notice Address (Section 27): _____

_____

_____

5. Digital Tech Fee: currently, $~~120~~160 per 4-week accounting fiscal period, for access to OLO, Data Menu Management, Data Management (customer data processing) and Future (enterprise data management and content management system). Required technology and the Digital Tech Fee are subject to change or modification upon prior notice to Franchisee.

APPENDIX B

WEEKLY ROYALTY FEE

The weekly royalty fee as provided for in Section 6.B. of the Franchise Agreement is as follows:

Year of Operation of the Franchised Restaurant		Percentage of Gross Sales

APPENDIX C

FRANCHISEE'S ADVERTISING AND PROMOTION OBLIGATION

Franchisee's APO under Section 8 of the Franchise Agreement shall be as set forth below, unless and until modified by CJR as provided in Section 8:

1.	Production Fund (Section 8.B.)	_____ % of Gross Sales
2.	Media Fund (Section 8.C.)	_____ % of Gross Sales
	TOTAL APO:	_____ % of Gross Sales (not more than 7%)

APPENDIX D

OWNERSHIP INTERESTS
(Section 16.C)

If Franchisee is a business entity, the following is a list of all holders of a direct or indirect equity interest in Franchisee and their respective percentage interests.

Name	Address	Ownership Interest

Type of Business Entity:_____

CONTINUITY GROUP AND OPERATING PRINCIPAL
(Section 16.E. and Section 16.G.)

Franchisee's Continuity Group shall be comprised of the following persons:

_____

Franchisee's Operating Principal is: _____

FRANCHISEE:

By: _____

Title: _____ Date: _____

APPENDIX E

ACKNOWLEDGMENT ADDENDUM TO CARL'S JR RESTAURANT FRANCHISE AGREEMENT

THIS ACKNOWLEDGMENT ADDENDUM DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED RESTAURANT BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

As you know, you and we are entering into a Franchise Agreement for the operation of a Carl's Jr. Restaurant franchise. Please review each of the following statements carefully and confirm their accuracy or advise us of their inaccuracy.

Acknowledgments and Representations. I, the undersigned Franchisee, hereby acknowledge and represent to Carl's Jr. Restaurants LLC ("CJR"), as follows:

A. I have received a copy of Carl's Jr. Restaurants Franchise Disclosure Document (and all exhibits and attachments) (the "Disclosure Document") at least fourteen calendar days prior to signing the Carl's Jr. Restaurants Franchise Agreement (the "Franchise Agreement"). If I am a resident of Iowa, I acknowledge that I received the Disclosure Document at the earlier of the first personal meeting or at least 10 business days before the execution of any franchise or other agreement or payment of any consideration that relates to the franchise relationship. *If not accurate, please comment*:_____

_____

B. The Franchise Agreement involves significant legal and business rights and risks. CJR does not guarantee my success. I have read the Franchise Agreement in its entirety, conducted an independent investigation of the business contemplated by the Franchise Agreement, have been thoroughly advised with regard to the terms and conditions of the Franchise Agreement by legal counsel or other advisors of my choosing, recognize that the nature of the business conducted by Carl's Jr. Restaurants may change over time, have had ample opportunity to investigate all representations made by or on behalf of CJR, and have had ample opportunity to consult with current and former franchisees of CJR. The prospect for success of the business undertaken by me is speculative and depends to a material extent upon my personal commitment, capability and direct involvement in the day-to-day management of the business. *If not accurate, please comment*:_____

_____

C. CJR makes no express or implied warranties or representations that I will achieve any degree of success in the development or operation of the Franchised Restaurant and that success in the development and operation of the Franchised Restaurant depends ultimately on my efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, my financial condition and competition. *If not accurate, please comment*:_____

_____

D. CJR has entered, and will continue to enter, into agreements with other franchisees. The manner in which CJR enforces its rights and the franchisees' obligations under any of those other agreements shall not affect the ability of CJR to enforce its rights or my obligations under my Franchise Agreement. *If not accurate, please comment*:_____

_____

E. Other than as expressly stated in Item 19 of the Disclosure Document, I have not received from CJR or its affiliates or anyone acting on their behalf, any oral, written or visual claim, statement, promise or representation to me that stated, suggested, predicted or projected sales, revenues, earnings, income or profit levels at any Carl's Jr. Restaurant location. *If not accurate, please comment*:_____
_____

F. I have not received from CJR or its affiliates or anyone acting on their behalf, any representations other than those contained in the Carl's Jr. Franchise Disclosure Document provided to Franchisee as inducements to enter this Agreement. *If not accurate, please comment*:_____
_____

G. I understand that I am responsible for developing my own business plan for my Carl's Jr. Restaurant business, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances, and as part of my planning, I need to take into account the expenses I will incur. Expenses that I may incur include, but are not limited to, royalty and marketing fees, interest on debt service, insurance, legal and accounting charges, and depreciation/ amortization. I have been advised to consult with my professional advisors to assist me to identify the expenses I likely will incur, to prepare my budgets, and to assess the likely or potential financial performance of my Store. In developing the business plan, I understand that I should make necessary allowance for changes in financial results to income, expenses, or both, that may result from operation of my store during periods of, or in geographic areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences. *If not accurate, please comment*:_____
_____

H. I understand that any training, support, guidance or tools CJR provides to me as part of the franchise are for the purpose of protecting the Carl's Jr. Restaurants brand and trademarks and to assist me in the operation of my business and not for the purpose of controlling or in any way intended to exercise or exert control over my decisions or day-to-day operations of my business, including my sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of my employees and all other employment and employee related matters. *If not accurate, please comment*:_____

I. On the receipt pages of my Disclosure Document I identified _____
_____
_____as the franchise sellers involved in this franchise sales process (these are the company representatives who offered me my franchise). The franchise sellers identified above are the only franchise sellers involved with this transaction. *If not accurate, please identify any additional franchise sellers involved with this transaction*: _____
_____

IF MORE SPACE IS NEEDED TO RESPOND TO ANY REPRESENTATION, CONTINUE ON A SEPARATE SHEET AND ATTACH.

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT AND THAT CARL'S JR. RESTAURANTS, LLC WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, I REPRESENT THAT I HAVE CONSIDERED EACH REPRESENTATION CAREFULLY AND RESPONDED FULLY AND TRUTHFULLY.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

_____
_____, individually

_____
Date

APPENDIX F

COMMENCEMENT DATE ADDENDUM

COMMENCEMENT DATE ADDENDUM

This Commencement Date Addendum is dated as of _____ and is made between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee").

CJR and Franchisee entered into a Franchise Agreement dated _____ (the "Franchise Agreement"). Pursuant to the terms of the Franchise Agreement, the parties agreed to sign this Commencement Date Addendum upon the opening of the Carl's Jr. Franchised Restaurant referenced in the Franchise Agreement (the "Franchised Restaurant"). Accordingly, CJR and Franchisee agree that the Franchise Agreement is modified as follows:

1. The Franchised Restaurant opened for business on _____. The Initial Term of the Franchise Agreement expires on _____.

CJR and Franchisee agree that the terms of this Commencement Date Addendum are incorporated into the Franchise Agreement. If any term of this Commencement Date Addendum conflicts with the terms of the Franchise Agreement, the terms of this Commencement Date Addendum will control.

CARL'S JR. RESTAURANTS LLC

By: _____
Print Name: _____
Title: _____
_____

FRANCHISEE

By: _____
Print Name: _____
Title:

APPENDIX G

LEASE ADDENDUM

CARL'S JR. LEASE ADDENDUM

THIS ADDENDUM to the Lease Agreement dated as of _____ ("Lease") between _____("Landlord") and _____("Tenant") is entered into as of the effective date of the Lease.

RECITALS:

Pursuant to the Lease, Landlord will lease or has leased to Tenant certain real property as defined in the Lease ("Premises") for the operation of a franchised Carl's Jr. Restaurant ("Restaurant");

Tenant will develop and operate the Restaurant pursuant to a franchise agreement (the "Franchise Agreement") with Carl's Jr. Restaurants LLC or its affiliates (collectively "CJR"), and the Lease is contingent upon Tenant's execution of the Franchise Agreement with CJR; and

The Franchise Agreement requires, among other things, that the Lease contain certain provisions. Landlord and Tenant desire to modify the Lease to add those required provisions as set forth below, and agree that the terms and provisions of this Lease Addendum are hereby deemed incorporated into and made a part of the Lease.

NOW, THEREFORE, notwithstanding anything to the contrary elsewhere in the Lease, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. The effectiveness of the Lease is contingent upon Tenant's execution of the Franchise Agreement with CJR within 30 days after the date of this Addendum.

2. Landlord consents to Tenant's use of the proprietary signs, distinctive exterior and interior designs, colors and layouts, and the trademarks prescribed by CJR (collectively, "Proprietary Marks"), and upon expiration or the earlier termination of the Lease, consents to permit Tenant, at Tenant's expense, to remove all such items and other trade fixtures, so long as Tenant makes repairs to the Premises caused by such removal.

3. Landlord and Tenant each agrees to provide CJR (at the same time as sent to the other party) a copy of all amendments, assignments, any notices of default, option and refusal rights notices and any other material documents or correspondence or notices pertaining to the Lease and the Premises, including without limitation, tenant estoppel certificates and subordination agreements. CJR's mailing address, until further notice, for this purpose is Attention: Franchise Legal Team, 6700 Tower Circle, Suite 1000, Franklin, TN 37067.

4. Following reasonable notice to Landlord, CJR shall have the right to enter the Premises to make any modifications or alterations necessary to protect the "Carl's Jr. Restaurant System" and the Proprietary Marks and to cure any Tenant default under the Lease within the time periods provided by the Lease, and charge Tenant for all costs incurred in making such modifications or alterations and for curing any such default, all without being guilty of trespass or other tort.

5. Landlord agrees that Tenant, and not CJR, shall be solely responsible for all obligations, debts and payments under the Lease and that CJR shall have no liability in that regard.

6. Landlord agrees that, following the expiration or earlier termination of the Lease or the Franchise Agreement, Tenant shall have the right to make those alterations and modifications (including removal and demolition of improvements installed by Tenant or CJR if necessary) to the Premises or any part thereof as may be necessary to clearly distinguish to the public the Premises from a Carl's Jr. Restaurant and also to make those specific additional changes as CJR reasonably may require for that purpose. This includes, but is not limited to, removal of all Proprietary Marks. Landlord further agrees that, if Tenant fails to promptly make the necessary alterations and modifications, CJR shall have the right to do so without being guilty of trespass or other tort so long as CJR makes repairs to the building caused by such removal.

7. Notwithstanding anything to the contrary contained in the Lease, Landlord agrees not to amend or otherwise modify the Lease in any manner that would affect any of the requirements set forth herein without CJR's prior written consent.

8. Tenant may assign the Lease, or any right or rights therein (including without limitation purchase options or rights of first refusal), to CJR or its parent, affiliates or subsidiaries (without Landlord's consent) or its designee (with Landlord's consent which consent shall not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rentals or other charges payable to Landlord.

9. Landlord consents to Tenant's collateral assignment of the Lease to CJR or its designee, granting CJR the option, but not the obligation, to assume the Lease and/or any or all rights therein.

10. If Tenant fails to exercise, for any reason, any term renewal or term extension right under the Lease, then CJR may exercise such right, and upon the exercise of such right by CJR, Tenant agrees that the Lease shall be deemed transferred and assigned to CJR, effective upon the commencement of the renewal or extension term, without any further action of the parties, and Landlord consents to such transfer and assignment, and Tenant shall remain obligated under the Lease. If Tenant fails to exercise, for any reason, any purchase option or right of first refusal or similar right under the Lease, then CJR may exercise such right, and upon the exercise of such right by CJR, Tenant agrees that such right shall be deemed transferred and assigned to CJR without any further action of the parties, and Landlord consents to such transfer and assignment, and Tenant shall remain obligated under the Lease. Landlord and Tenant acknowledge that CJR's exercise of the foregoing rights is subject to Tenant's right to exercise such rights, and that if Tenant legally exercises such right within the time permitted under the Lease, CJR's exercise of such rights, whether before or after Tenant's exercise, shall be void.

11. CJR is hereby deemed a third party beneficiary of this Addendum solely for the purpose of enforcing any rights granted to or otherwise available to CJR under this Addendum.

12. Upon the expiration or termination of the Lease or Franchise Agreement, Landlord acknowledges and agrees that CJR has the option, in accordance with its rights under the Franchise Agreement, to take an assignment of Tenant's rights and obligations under the Lease. CJR may exercise its step-in rights by giving written notice to the Landlord at any time following such expiration or termination of the Lease or Franchise Agreement up until 30 days after the later of: **(1)** the effective date of termination or expiration of the Lease or Franchise Agreement; or **(2)** the date Tenant ceases to operate the Restaurant.

13. ~~12.~~ The foregoing provisions shall apply during the entire term of the Lease, including any renewal term. To the extent there is any conflict between the terms set forth in the body of the Lease and the terms set forth in this Lease Addendum, the terms of this Lease Addendum will control.

14. ~~13.~~ This Addendum may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

15. ~~14.~~ Each of the persons executing this Addendum on behalf of each party represents and warrants that said party has the full right, power and authority to execute and deliver this Addendum and that each person signing on said party's behalf is authorized to do so.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

LANDLORD:

By:_____

Print Name:_____

Title:_____

Date:_____

TENANT:

By:_____

Print Name:_____

Title:_____

Date:_____

APPENDIX H

ACH AUTHORIZATION FORM

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Company Name _____ Company ID Number_____

I (we) authorize CKE Restaurants, Inc. and its subsidiaries, hereinafter called COMPANY, to initiate variable credit entries to my (our) Checking Account/Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name_____ Branch_____

City_____ State_____ Zip_____

Routing Number_____ Account Number_____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s)_____ ID Number_____
(Please Print)

Date _____ Signature _____

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH DEBITS)

Company Name _____ Company ID Number_____

I (we) authorize CKE Restaurants, Inc. and its subsidiaries, hereinafter called COMPANY, to initiate variable debit entries to my (our) Checking Account/Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name_____ Branch_____

City_____ State_____ Zip_____

Routing Number_____ Account Number_____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s)_____ ID Number_____
(Please Print)

Date _____ Signature _____

NOTE: DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

BE SURE TO ATTACH A VOIDED CHECK

APPENDIX I

STAR UNIVERSITY LICENSE AGREEMENT

STAR UNIVERSITY LICENSE AGREEMENT

THIS **STAR UNIVERSITY LICENSE AGREEMENT** ("'Agreement") is made as of DATE ("Effective Date") by and between **CKE RESTAURANTS HOLDINGS, INC.,** a Delaware corporation ("Licensor"), and FRANCHISEE (collectively, "Licensee").

RECITALS

A. Pursuant to certain franchise or license agreements between Licensee and Licensor's subsidiary identified in Exhibit A ("Franchisor"), Licensee is the operator of the franchised restaurants located at the addresses listed in Exhibit A (collectively, the "Franchised Restaurants"). Licensee may add new Franchised Restaurants to this Agreement, with Licensor's prior written consent, by amending Exhibit A.

B. Licensor is a party to a certain educational, training and testing services Contract made and entered into with Cornerstone On Demand ("Vendor") as of May 12, 2021, pursuant to which Vendor provides certain educational, training and testing services to facilitate the acquisition and evaluation of workplace skills, including without limitation, online courses and interactive multimedia training and creating and administering learning content. (collectively, the "Licensed Program"), for use by Licensor and its subsidiaries and their franchisees.

C. Licensor and/or its subsidiaries own or have the right to use and license to others certain proprietary content that from time to time is contained on the Licensed Program (collectively, the "Content").

D. Licensor has the right to license to Licensee the Licensed Program and Content pursuant to the terms and conditions set forth in this Agreement.

E. Licensee desires to obtain a license, and Licensor desires to grant a license to Licensee, for access to and use of the Licensed Program and Content at the Franchised Restaurants upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
LICENSE

1.1 License. Licensor grants Licensee a non-exclusive, non-transferable license to use the online Web sites and Web-based applications set forth on Exhibit A to access the Licensed Program and Content offered under the terms of this Agreement solely for Licensee's internal operations at each Franchised Restaurant at which Licensee remains Franchisor's franchisee in good standing ("License"). Licensor has the right to add, modify and/or remove features and elements of the Licensed Program and Content from time to time, without notice to, or the consent of, Licensee. Any data and reports generated by Licensee's use of the Licensed Program and Content are owned solely by Licensor.

1.2 Use of Licensed Program and Content. Licensee shall use the Licensed Program and Content solely for the purposes Licensor expressly permits from time to time in writing and in strict compliance with the standards issued in writing from time to time by Licensor. When accessing the Licensed Program and Content, Licensee shall follow any instructions issued in writing by Licensor.

1.3 Ownership; Proprietary Rights. Licensee acknowledges and agrees that (a) Vendor owns or is the licensee of the Licensed Program and Licensor owns the Content; and (b) the copyright, patent, trademark, trade secret, and all other intellectual property rights of whatever nature in the Licensed Program and Content are and shall remain the property of Licensor, Vendor or other third parties, as applicable, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party. Licensee shall not alter or delete the intellectual property notices or any other proprietary legends or marks as may be specified on the Licensed Program and Content.

ARTICLE 2
SUPPORT SERVICES

Licensor agrees to provide the following support services (collectively, "Support Services") with respect to the Licensed Program and Content: (1) help desk services, which shall be available throughout the duration of this Agreement at the designated dates and times set by Licensor and which shall be accessible by email directed to ~~staracademy@ckr.com~~StarU@CKR.com or to such other email address that may be designated by Licensor from time to time or by other means designated by Licensor from time to time; and (2) initial training services, which shall be available during the first 30 days following execution of this Agreement by both parties and which shall consist of up to 4 hours of remote instruction (at Licensor' s option, via telephone, Internet or other means) on creating user accounts, reporting processes and general user navigation.

ARTICLE 3
FEES

3.1 License Fee. On the first day of each fiscal period (as defined from time to time by Licensor), Licensee shall pay to Licensor, without any right of set-off or deduction, a license fee ("License Fee") of $14 for each Franchised Restaurant to access and use the Licensed Program, Content and Support Services. Licensor shall have the right, upon 30 days' prior written notice to Licensee, to increase the License Fee. Licensor may, but is not required to, send Licensee an invoice for the License Fee. All License Fees shall be payable in advance.

3.2 Taxes. Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Licensed Program and Content, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income. In the event that Licensor pays any such taxes on behalf of Licensee, Licensor shall invoice Licensee for such taxes and Licensee agrees to pay such taxes within 30 days from the date of invoice.

3.3 Interest. If any payments by Licensee due to Licensor are not received by Licensor by the due date, Licensee, in addition to paying the amount owed, shall pay Licensor interest on the amount owed from the date due until paid at the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurants are located or 18% per annum calculated on a daily basis, whichever is less.

ARTICLE 4
CONFIDENTIALITY

4.1 Confidential Information. Without limiting the obligations under Franchise Agreements, Licensee agrees to treat the Licensed Program and Content (along with any passwords or account information, downloaded information, reports or other information generated by the Licensed Program or Content) as confidential, proprietary and trade secret information ("Confidential

Information"). Licensee agrees that it shall not, without Licensor's prior written consent: (a) modify any Confidential Information; (b) transfer, rent lease, lend or sublicense any Confidential Information to anyone for any purpose; or (c) reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform any person who is granted access under Licensee of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information.

4.2 Distribution. Except as explicitly provided in this Agreement, Licensee shall not: (a) make available or distribute all or part of the Licensed Program or Content to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Licensed Program or Content; or (c) use the Licensed Program or Content to operate in or as a time- sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Licensed Program or Content.

4.3 Exclusions. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement by Licensee or anyone to whom Licensee transmits the information; (b) becomes available to Licensee on a non-confidential basis from a source other than Licensor who is not known by Licensee to be bound by a confidentiality agreement with Licensor or other legal or fiduciary obligation of secrecy; (c) Licensee can document was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the discloser; (d) is independently developed by the recipient without use of, or reference to, Confidential Information, as demonstrated by tangible evidence; or (e) is furnished by the discloser to others with written confirmation that such information is not confidential and may be disclosed.

4.4 Unauthorized Disclosure. Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

ARTICLE 5
NO WARRANTIES

LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, FINANCIAL PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE LICENSED PROGRAM OR CONTENT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAM OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE LICENSED PROGRAM OR CONTENT WILL BE CORRECTED. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM AND CONTENT IS WITH LICENSEE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE LICENSED PROGRAM AND CONTENT IN ITS "AS IS" CONDITION. LICENSEE ACKNOWLEDGES THAT THE LICENSED PROGRAM OR CONTENT MAY BE SHUT DOWN OR

UNAVAILABLE PERIODICALLY FOR MAINTENANCE, UPGRADES, CHANGES, ETC. LICENSOR MAKES NO REPRESENTATIONS REGARDING THE VENDOR.

ARTICLE 6
INDEMNIFICATION

In addition to and not in substitution for any indemnity provided in the Franchise Agreements, Licensee hereby expressly agrees to indemnify and hold harmless Licensor, its affiliates and their respective employees, officers, directors, principals, successors, assigns, or agents, past or present from and against any claims, losses, costs, expenses (including, without limitation, reasonable legal fees), liabilities and damages arising out of or related to this Agreement and/or Licensee's use of the Licensed Program and Content including but not limited to: (i) any breach of any representation or warranty made by Licensee in this Agreement; (ii) any non-fulfillment or breach by Licensee of any of its agreements, covenants or obligations in this Agreement; or (iii) any reckless, malicious, or other tortious conduct by Licensee in connection with the obligations under this Agreement.

ARTICLE 7
LIMITATION OF LIABILITY

LICENSOR SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR WILL NOT BE RESPONSIBLE FOR ANY LOSS OF SALES OR LOST PROFITS BY LICENSEE DURING THE PERIOD IN WHICH THE LICENSED PROGRAM OR CONTENT IS INACCESSIBLE OR INOPERATIVE. NOR WILL LICENSOR BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE LICENSED PROGRAM OR CONTENT. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT DURING THE TRAILING 12 MONTH PERIOD. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS ARTICLE 7 ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OF OTHER APPLICABLE LAWS. THE FEES IN THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

ARTICLE 8
TERM AND TERMINATION

8.1 **Term**. Unless this Agreement is terminated by its terms, the term of this Agreement commences on the Effective Date and remains in force until the earlier of: (a) for each Franchised Restaurant, the termination or expiration of the respective Franchise Agreement; or (b) Licensor's determination, in its sole discretion, to require Licensee to license from Licensor or a third-party provider the same or different licensed program and/or content under then-applicable terms. If Licensor loses the right to provide Licensee access to the Licensed Program, then this Agreement shall be amended or terminated as necessary. In addition, Licensee shall have the right to terminate this Agreement for any reason and at any time by providing Licensor with 60 days written notice of its intent to cease using the Licensed Program and Content.

8.2 Cessation of Use. Upon termination of this Agreement, Licensor will disconnect Licensee from the Licensed Program and Content and deactivate passwords, as applicable. Licensee shall cease using the Licensed Program and Content and promptly return to Licensor all copies of all such materials and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on-line or off-line computer memory, and destroy all copies of such materials that also incorporate Confidential Information. Licensor shall be entitled to enter the Franchised Restaurants to repossess and remove the Licensed Program and Content, and any other Confidential Information. Licensee shall, within 5 days from the effective date of the termination, certify to Licensor, in writing by an officer or director, that all copies of the Licensed Program and Content have been returned, deleted or destroyed. In the event of termination of the License granted by this Agreement for fewer than all Franchised Restaurants, Licensee shall comply with the foregoing with respect to the applicable Franchised Restaurants. Notwithstanding forgoing, upon request Licensee shall have the right to receive from Licensor such readily accessible reports or information containing data of Licensee's completed training modules (or other available data) with the understanding that Licensor shall not have the right to incur any additional expenses to provide such data to Licensee.

8.3 Injunctive Relief. Licensee acknowledges and agrees that its failure to comply with the terms of this Agreement, including the failure to fully comply with the post-termination obligations set forth in Section 8.2, is likely to cause irreparable harm to Licensor and/or Vendor not fully compensable by money damages and therefore Licensor shall not have an adequate remedy at law. Therefore, Licensee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Licensee, Licensor and Vendor shall be entitled to a preliminary and final injunction restraining the breach and/or to specific performance, without the necessity of posting any bond or undertaking in connection therewith. Any equitable remedies sought by Licensor shall be in addition to, and not in lieu of, all remedies and rights that Licensor otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

ARTICLE 9
GENERAL

9.1 Prior Agreements Related to Learn Center. The parties agree that any prior agreements between them for the Learn Center are terminated as of the effective date of this Agreement.

9.2 Miscellaneous. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. This Agreement contains the entire agreement between the parties concerning the grant of the License to Licensee to use the Licensed Program and Content and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to this Agreement. No amendment to this Agreement is effective unless it is in writing and signed by duly authorized representatives of both parties. Each party to this Agreement agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect (including, without limitation, any applicable privacy or data protection laws).

9.3 Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement, their respective successors and permitted assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor. Licensor may transfer,

assign or delegate this Agreement or any part of its rights or obligations under this Agreement to any person, affiliate or legal entity.

9.4 Governing Law. This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles.

9.5 Force Majeure. Licensor shall not be liable for any loss or damage due to: (a) delays caused by any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party; (b) food spoilage or loss of business; or (c) any other cause not within its control.

9.6 Limitation of Action. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

9.7 Jurisdiction. The parties agree that, to the extent any disputes cannot be resolved directly between them, Licensee shall file any suit against Licensor only in the federal or state court having jurisdiction where Licensor's principal offices are located at the time suit is filed. Licensor shall file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is tiled, in the jurisdiction where Licensee resides or does business, where any Franchised Restaurant is or was located, or where the claim arose. Licensee consents to the personal jurisdiction of those courts over Licensee and venue in those courts.

9.8 Costs and Expenses. Licensee agrees to pay to Licensor on demand any and all costs and expenses incurred by Licensor in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Licensee to Licensor. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees, court costs, expert witness fees and discovery costs, together with interest charges on all of the foregoing.

9.9 Notice. No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to the party at the address stated in Exhibit A. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first refusal of delivery) and may be: (a) delivered personally; (b) transmitted by facsimile to the number(s) set forth in Exhibit A with electronic confirmation of receipt; (c) mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or (d) mailed via overnight courier.

9.10 Survival. Any section of this Agreement that is intended to survive termination or expiration shall so survive.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date written below.

LICENSOR:
CKE RESTAURANTS HOLDINGS, INC.

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

LICENSEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

1. **Franchisor**:

2. **Franchisee**:

3. **Franchised Restaurants**:

1. Franchisee (Customer #) 2. 3.	Unit Number PS# / Legacy #	4. 5. Location

4. **Web sites/applications**: https://cke.discoverlink.com

5. **Licensee's Notice Address**:

Facsimile:
E-mail:

6. **Licensor's Notice Address**:

CKE Restaurants, Inc.
Attn: Star University
6700 Tower Circle, Suite 1000
Franklin, TN 37067

E-mail: staracademy@ckr.com

EXHIBIT E

PRELIMINARY AGREEMENT

PRELIMINARY AGREEMENT

THIS AGREEMENT is made as of _____, by and between Carl's Jr. Restaurants LLC ("CJR"), a Delaware limited liability company, and _____ and _____ ("Applicant").

RECITALS:

A. Applicant wishes to be considered by CJR for a franchise opportunity to develop and operate one or more Carl's Jr. ("Franchised Restaurants").

B. Before CJR will consider offering Applicant a franchise opportunity, Applicant must attend a meeting at CJR's offices and at a Carl's Jr. during which Applicant will have the opportunity to meet with, and be evaluated by, various CJR personnel ("Discovery Day"). In addition, CJR may require that Applicant, and/or an employee or employees or other individual or individuals designated by Applicant, and as agreed to and deemed appropriate by CJR ("Other Individuals"), each satisfactorily complete other training programs (collectively "Training Programs"), depending on CJR's determination of the need of those attending the Training Programs.

C. CJR will provide Applicant and Other Individuals a variety of information both while Applicant and Other Individuals attend Discovery Day and the Training Programs and thereafter, if CJR and Applicant continue to pursue a franchise opportunity.

D. The information that will be provided by CJR is confidential and CJR is not willing to disclose the information to Applicant or Other Individuals unless they agree to keep the information confidential. Accordingly, the parties are entering into this Agreement to ensure that Applicant and Other Individuals keep all such information confidential.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties agree as follows:

1. Confidential Information. As used in this Agreement, the term "Confidential Information" means any and all information, manuals and materials containing trade secrets; non-public business methods; improvements; data processes; formulae; designs; know-how; maps and trade area analyses; and all confidential technical and non-technical information that is disclosed by or on behalf of CJR or its affiliates to Applicant and/or Other Individuals. "Confidential Information" also includes all other information that Applicant and/or Other Individuals know or have reason to know is the confidential, trade secret, or proprietary information of CJR and/or its affiliates.

2. Non-Use and Non-Disclosure of Confidential Information.

A. Applicant and Other Individuals may use the Confidential Information solely for the purposes of evaluating whether or not to pursue a franchise opportunity with CJR and for participating in the Training Programs. Except as expressly authorized by CJR in writing, Applicant and Other Individuals agree to maintain all Confidential Information in strict confidence and not to use, or permit others to use, Confidential Information for any other purpose. Applicant will not disclose any Confidential Information to anyone other than Applicant's employees and/or third parties authorized by

CJR to receive Confidential Information, each of whom: **(1)** has a reasonable need to know the Confidential Information in connection with the evaluation of the franchise opportunity; **(2)** has been advised of the confidential nature of the Confidential Information; and **(3)** if requested by CJR, has signed an agreement, in a form satisfactory to CJR, obligating the employee or third party to comply with all the provisions of this Agreement. The obligations of non-use and non-disclosure with respect to particular items of Confidential Information will remain in effect indefinitely.

B. Applicant and Other Individuals may not make any copies of any Confidential Information, except as may be necessary for uses permitted under this Agreement. Applicant and Other Individuals agree that any copies made will bear a clear stamp or legend indicating their confidential nature. Applicant and Other Individuals agree not to remove, overprint, or deface any notice of copyrights, trademark, logo, or other notices of ownership from any originals or copies of the Confidential Information.

C. Although Applicant and Other Individuals understand that CJR has endeavored to include in the Confidential Information that information which CJR believes is relevant for Applicant's and Other Individuals' purposes, Applicant and Other Individuals further understand and agree that CJR does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Applicant and Other Individuals agree that neither CJR nor its representatives will have any liability to Applicant, its representatives or the Other Individuals resulting from the use of and reliance on the Confidential Information.

D. The Confidential Information, and all copies thereof, remain the property of CJR. Neither Applicant nor Other Individuals will acquire any rights in or to the Confidential Information pursuant to this Agreement.

E. Applicant and Other Individuals will immediately notify CJR of any information that comes to their attention which indicates that there has been or may be a loss of confidentiality of any of the Confidential Information or a breach of this Agreement.

3. Termination.

A. CJR may at any time and without cause: **(1)** terminate Applicant's and/or Other Individuals' participation in the Training Programs; and **(2)** elect not to offer a franchise opportunity to Applicant.

B. Applicant may at any time and without cause: **(1)** terminate Applicant's and/or Other Individuals' participation in the Training Programs; and **(2)** elect not to pursue a franchise opportunity with CJR.

4. Obligations Upon Termination. Upon termination of this Agreement, Applicant and Other Individuals will: **(A)** immediately cease to use the Confidential Information; **(B)** return to CJR the Confidential Information and all copies thereof (whether or not the copies were authorized) within 10 days after termination and cause any third party to whom disclosure was made do the same; and **(C)** at the request of CJR, certify in writing that Applicant and Other Individuals have complied with this Section.

5. No Agency. Applicant and Other Individuals are not employees or agents of CJR or its affiliates and are not entitled to, and will not receive, any compensation, including without limitation, salary, wages or employee benefits for participation in Discovery Day and/or the Training Programs. Applicant and Other Individuals will not receive any reimbursement for costs and expenses incurred by Applicant or Other Individuals as a result of Applicant's or Other Individuals' participation in Discovery Day and/or

the Training Programs. Applicant and Other Individuals waive any and all rights to damages, the reimbursement of expenses or costs, as well as the payment of any compensation related directly or indirectly to Applicant's or Other Individuals' participation in the Discovery Day and/or the Training Programs.

6. No Transfer. This Agreement is personal to Applicant and Other Individuals and it may not be transferred by assignment, will or operation of law.

7. Miscellaneous.

A. Applicant and Other Individuals agree that they will not discuss salaries with CJR personnel.

B. Applicant acknowledges receipt of CJR's Franchise Disclosure Document at least 14 calendar days prior to execution of this Agreement. Applicant further acknowledges that CJR advised Applicant to carefully read the Franchise Disclosure Document and this Agreement.

C. Applicant and Other Individuals understand and agree that no failure or delay by CJR in exercising any right, power, or privilege under this Agreement will operate as a waiver, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement.

D. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with any applicable present or future law, rule or regulation in a final, unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which CJR is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect. If any material provision of this Agreement should be ruled invalid, CJR reserves the right to terminate this Agreement.

8. Injunctive Relief. Applicant and Other Individuals acknowledge and agree that: **(A)** disclosure of the Confidential Information by Applicant, its employees, third parties to whom Applicant has disclosed the Confidential Information or Other Individuals would result in irreparable harm to CJR, the extent of which would be difficult to ascertain; **(B)** monetary damages would be an inadequate remedy for such a breach; and **(C)** CJR will be entitled to specific performance and injunctive or other equitable relief as a court may deem appropriate in the event of such a breach without posting a bond or other security.

9. Indemnification and Attorneys' Fees. Applicant and Other Individuals agree to indemnify, defend and hold harmless CJR and its parents, subsidiaries, affiliates, predecessors, successors and assigns and their past and present directors, officers, employees, agents and representatives from any and all claims, demands and damages (including attorneys' fees) incurred in connection with or resulting from any breach of any obligation under this Agreement by Applicant, Other Individuals or representatives of Applicant. Applicant and Other Individuals agree that, if CJR institutes any proceedings to enforce the obligations of Applicant or Other Individuals under this Agreement, CJR will be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with any such proceeding.

10. Entire Agreement. This Agreement constitutes the entire, full and complete agreement between the parties concerning the subject matter covered herein and supersedes any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other

representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. No amendment, change or variance from this Agreement will be binding on any party unless mutually agreed to by the parties and executed in writing. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representation made in CJR's Franchise Disclosure Document.

11. Governing Law and Jurisdiction.

A. This Agreement and any claim or controversy arising out of, or relating to, the rights and obligations of the parties under this Agreement and any other claim or controversy between the parties will be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles. Nothing in this Section is intended, or will be deemed, to make any Tennessee law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

B. The parties agree that, to the extent any disputes cannot be resolved directly between them, Applicant and Other Individuals may file any suit against CJR only in the federal or state court having jurisdiction where CJR's principal offices are located at the time suit is filed. CJR may file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Applicant or Other Individuals reside or do business. Applicant and Other Individuals consent to the personal jurisdiction of those courts over Applicant and Other Individuals and to venue in those courts.

C. Unless prohibited by applicable law, any legal action or proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered. **Applicant, Other Individuals and CJR waive, to the fullest extent permitted by law, the right to trial by jury.**

12. Franchise Offer. CJR is not obligated to offer Applicant a franchise and Applicant is not obligated to accept any franchise offer. No franchise offer by CJR will come into existence except by a written document executed by an officer of CJR which is specifically identified as a Letter of Intent, a License Agreement, a Purchase Agreement, a Development Agreement, or a Franchise Agreement. This Agreement is not an offer of a franchise or a commitment or promise by CJR to offer Applicant a franchise, and CJR's decision to make any franchise offer rests in CJR's sole discretion.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Agreement as of the day and year first above written.

CJR:
CARL'S JR. RESTAURANTS LLC

By: _____

Print Name: _____

Title:

_____

APPLICANT:

By: _____

Print Name: _____

Title:

_____

The persons signing below, who are the "Other Individuals" identified in the foregoing Preliminary Agreement, agree to be bound by the provisions of the Agreement.

OTHER INDIVIDUALS:

_____

_____

EXHIBIT F

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

In consideration of the willingness of Carl's Jr. Restaurants LLC ("CJR") to permit me to review the confidential Operation Procedures Manual ("OPM") before entering into a Development Agreement or a Franchise Agreement, I agree, individually and as an officer or partner of any corporation or partnership that may enter into an agreement with CJR, as follows:

1. As used in this Agreement, the term "Confidential Information" means all information contained in the OPM and all other information relating to the Carl's Jr. System disclosed to me except: information which is now or hereafter becomes generally known (other than by unauthorized disclosure, whether deliberate or inadvertent, by myself or by any other person, firm or corporation with which I am affiliated); information that was in my possession at the time of receipt of the OPM; and information that comes into my possession after the date of this Agreement from a source not under an obligation of secrecy to CJR.

2. I agree not to make any use of the Confidential Information, not to make any copies of the Confidential Information and not to reveal any of the Confidential Information to any person who has not signed a Confidentiality Agreement with CJR. In the event I want to disclose the Confidential Information to my partners, employees, advisors or other representatives, I will ensure that such partner, employee, advisor or other representative: **(A)** has a reasonable need to know the Confidential Information in connection with the evaluation of the franchise opportunity; and **(B)** has been advised of the confidential nature of the Confidential Information and has agreed to maintain the confidential nature.

3. If I do not enter into a Development or Franchise Agreement with CJR, or at any time upon request of CJR, I will: **(A)** return all copies of the OPM to CJR (and/or certify that I have destroyed or deleted all electronic copies of the OPM); **(B)** immediately cease to use the Confidential Information; and **(C)** certify in writing that all of my partners, employees, advisors or other representatives to whom I have disclosed the Confidential Information have complied with this Section.

4. This Agreement will be governed and construed in accordance with the laws of the state in which I reside.

_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
Date: _____	Date: _____
Address:_____	Address: _____
_____	_____

EXHIBIT G-1

SOFTWARE SUPPORT AGREEMENT FOR PAR BRINK AND CRUNCHTIME

SOFTWARE SUPPORT AGREEMENT
(for PAR Brink and CrunchTime)

THIS AGREEMENT is made as of this _____ day of _____, 2024 by and between **CKE RESTAURANTS HOLDINGS, INC.**, a Delaware corporation ("CKR"), and _____, a _____ ("Franchisee").

RECITALS

A. Pursuant to certain franchise or license agreements ("Franchise Agreement(s)") between Franchisee and CKR's subsidiary, Carl's Jr. Restaurants LLC ("Franchisor"), Franchisee is the operator of the franchised Carl's Jr. restaurants located at the addresses listed in attached Exhibit A ("Franchised Restaurants"). Franchisee may add new Franchised Restaurants to this Agreement, with CKR's consent, by amending Exhibit A.

B. CKR's third party software vendor, Partech, Inc. ("PAR Brink"), has developed a point of sale system used in connection with the operation of a Carl's Jr. restaurant. CKR's third party software vendor CrunchTime, Inc. ("CrunchTime") has developed a back office system used in connection with the operation of a Carl's Jr. restaurant (collectively the software as be referred to as "Licensed Products").

C. Franchisee has entered into Software License Agreements with PAR Brink and CrunchTime to use the Licensed Products upon the terms and conditions contained therein.

D. Franchisee has requested to use, and CKR has agreed to provide certain, in-house technical support for the Licensed Products, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Confidential Information" means the Licensed Products and licensed materials which are confidential and proprietary trade secrets of CKR, PAR Brink or CrunchTime.

1.2 "Covered Equipment" means Franchisee's approved point-of-sale system, back office computer and printer, as identified on attached Exhibit B, and any additional equipment identified on Exhibit B that has been approved by CKR for use with the Licensed Products and for use at the Franchised Restaurants. Any equipment currently used in the Franchised Restaurants that does not meet the Franchisor's current specifications and product description listed on Exhibit B will not be considered as Covered Equipment. As Covered Equipment reaches its end of life as set forth on Exhibit B, Franchisee will need to replace the equipment with the then current Franchisor approved equipment.

1.3 "Fiscal Period" or "Period" means a four-week accounting period as defined by CKR.

1.4 "Licensed Products" means collectively the software systems designed by PAR Brink and CrunchTime for use as part of each Franchised Restaurant as further described in attached Exhibit B.

1.5 "Support Services" means telephonic help desk Level 1 and 2 maintenance services provided by CKR for the Licensed Products and Covered Equipment as described on Exhibit A.

1.6 "**Software Support Fees**" means that fees payable by Franchisee to CKR for the Support Services.

ARTICLE 2

SUPPORT SERVICES

2.1 Support Services. CKR will provide the Support Services to Franchisee subject to the terms and conditions of this Agreement. CKR, in its sole discretion, may subcontract with third party vendor(s) to provide the Support Services directly to Franchisee. Franchisee may request Support Services by calling CKR's Help Desk at the access number set forth in Exhibit A, as modified from time to time

2.2 Covered Equipment. In order to facilitate the Support Services, Franchisee agrees to operate the Covered Equipment in accordance with the CKR's and the manufacturer's instructions. Franchisee shall enter into an agreement with Par Tech, Inc. ("Par Tech") or Retail Technology Group, Inc. ("RTG") to provide onsite and telephonic maintenance services to the Covered Equipment. Par Tech or RTG will bill Franchisee directly for such services. The agreements with Par Tech and RTG do not include the cost of any parts and/or labor needed to keep the Covered Equipment functional. Franchisee may add additional equipment to the designated environment, with CKR's consent, by identifying that equipment in Exhibit A.

2.3 Required Equipment. Franchisee must install the following Next Generation Connectivity equipment and services in order to receive Support Services from CKR: 1) Cisco Meraki Firewall/Router with Advanced Security License; 2) Cisco Meraki Wireless Access Points, Cisco Meraki 48 port switch; 3) highly reliable internet with auto failover LTE backup; 4) Wi-Fi for guests (if Internet speeds are fast enough to support it) and back of house operations. Franchisee must contract with a CKR approved managed service provider to monitor and maintain their network equipment (currently this is limited to AT&T and One Source Communications). Franchisee agrees to procure and install such required dedicated data lines, including telephone and/or high-speed Internet connections, modems and other computer-related accessory or peripheral equipment as specified by CKR and/or Franchisor. Franchisee's dedicated data lines for each Franchised Restaurant are identified in Exhibit A.

2.4 Access to Data. Franchisee agrees that CKR and/or its designee shall have the free and unfettered right to retrieve any data, customer information and other information from Franchisee's computers as CKR and/or Franchisor, in their sole discretion, deem appropriate, including electronically polling the daily sales, computer information and other data of the Franchised Restaurants, with the cost of the retrieval to be borne by CKR and/or Franchisor. Franchisee shall backup all data on its computer system daily and comply with any and all other operational requirements required by its Franchise Agreement(s) and any manuals that govern the operation of the Franchised Restaurants.

ARTICLE 3

FEES

3.1 Software Support Fees. Commencing at the end of the first Fiscal Period following the date of this Agreement, Franchisee shall pay to CKR, by ACH payment, the Software Support Fees in the amounts and frequency set forth on Exhibit A. CKR shall have the right, upon 60 days' prior written notice to Franchisee, to increase the Support Services Fees.

3.2 Initial Training Support for PAR Brink and Crunch Time Software. In order to facilitate the support services, Franchisee agrees to purchase and participate in mandatory initial training programs for use of the PAR Brink and Crunch Time software. The scope of the training programs for each software is set forth on Exhibit C to this Agreement. The cost for the training programs shall be a one-time fee of $1,250 which will be billed to the Franchisee by CKR upon execution of this Agreement. Additional training programs may be made available to Franchisee, at CKR's discretion, for additional training fees.

3.3 Taxes. Franchisee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Licensed Products, or arising out of or in connection with this Agreement. If CKR pays any taxes on behalf of Franchisee, CKR shall invoice Franchisee for those taxes, and Franchisee agrees to pay those taxes within 30 days from the date of invoice.

3.4 Interest. If any payments by Franchisee due to CKR are not received by CKR by the due date, Franchisee, in addition to paying the amount owed, shall pay CKR interest on the amount owed from the date due until paid at the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurants are located or 18% per annum calculated on a daily basis, whichever is less.

ARTICLE 4

CONFIDENTIALITY

4.1 Confidential Information. Franchisee shall protect the Confidential Information as trade secrets of CKR, PAR Brink and CrunchTime. Franchisee agrees that it shall not, without the written permission of CKR, PAR Brink and CrunchTime: **(a)** modify any Confidential Information; **(b)** reverse engineer, decompile, decrypt or disassemble the Confidential Information or attempt to do so; **(c)** transfer, rent, lease, lend or sublicense any Confidential Information to anyone for any purpose; or **(d)** reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Franchisee's employees with a need to know that Confidential Information, to perform employment responsibilities consistent with Franchisee's rights under this Agreement. Franchisee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Franchisee uses to protect its own most confidential information. Franchisee shall inform its employees of their obligations under this Agreement and shall take those steps as may be reasonable in the circumstances, or as may be reasonably requested by CKR, PAR Brink and CrunchTime, to prevent any unauthorized disclosure, copying or use of the Confidential Information.

4.2 Unauthorized Disclosure. Franchisee shall notify CKR immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Franchisee, and shall fully cooperate with CKR to help CKR regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

ARTICLE 5

NO WARRANTY

CKR EXPRESSLY DISCLAIMS, AND FRANCHISEE HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CKR DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL MEET FRANCHISEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE LICENSED PRODUCTS WILL BE CORRECTED. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE LICENSED PRODUCTS IS WITH FRANCHISEE.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISEE IS ACCEPTING EACH OF THE LICENSED PRODUCTS UNDER THIS LICENSE IN ITS "AS IS" CONDITION.

ARTICLE 6

LIMITATION OF LIABILITY

CKR HAVE NO LIABILITY TO FRANCHISEE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. CKR WILL NOT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS, LOSS OF PROFIT OR OTHER FINANCIAL LOSS BY FRANCHISEE DURING THE PERIOD IN WHICH THE LICENSED PRODUCTS ARE INOPERATIVE, NOR WILL CKR BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE LICENSED PRODUCTS. IN ANY EVENT, THE LIABILITY OF CKR TO FRANCHISEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO CKR BY FRANCHISEE UNDER THIS AGREEMENT DURING THE TRAILING 12 MONTH PERIOD. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND OTHER TORTS. THE FEES IN THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. The term of this Agreement shall, with respect to each Franchised Restaurant, be co-extensive with the term of the applicable Franchise Agreement.

7.2 Termination. This Agreement shall, with respect to each Franchised Restaurant, terminate simultaneously with the termination or expiration of the Franchise Agreement between Franchisee and Franchisor for that Franchised Restaurant. Either party may terminate this Agreement by providing 60 days' prior written notice to the other; provided, however, that CKR may terminate this Agreement, without prejudice to any other remedy CKR may have, immediately without further obligation to Franchisee in the event of: **(a)** any breach by Franchisee of any material provision of this Agreement which breach is not or cannot be remedied within 24 hours of CKR's notice to Franchisee; or **(b)** any assignment by Franchisee for the benefit of its creditors, the filing under any voluntary bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import in connection with Franchisee, or the appointment of a trustee or receiver for Franchisee or its property.

ARTICLE 8

GENERAL

8.1 Miscellaneous. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement, their respective successors and permitted assigns. Franchisee may not assign its rights or obligations under this Agreement without the prior written consent of CKR. Failure by either party to exercise any right or remedy under this

Agreement does not signify acceptance of the event giving rise to such right or remedy. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement.

8.2 Governing Law. This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles.

8.3 Force Majeure. CKR shall not be liable for any loss or damage due to: **(a)** delays caused by any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party; **(b)** food spoilage or loss of business; or **(c)** any other cause not within its control.

8.4 Limitation of Action. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement shall be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

8.5 Jurisdiction. The parties agree that, to the extent any disputes cannot be resolved directly between them, Franchisee shall file any suit against CKR only in the federal or state court having jurisdiction where CKR's principal offices are located at the time suit is filed. CKR may file suit in the federal or state court located in the jurisdiction where CKR's principal offices are located at the time suit is filed, in the jurisdiction where Franchisee resides or does business, where any Franchised Restaurant is or was located, where the claim arose or where Franchisor has its principal offices at the time suit is filed. Franchisee consents to the personal jurisdiction of those courts over Franchisee and venue in those courts.

8.6 Costs and Expenses. Franchisee agrees to pay to CKR on demand any and all costs and expenses incurred by CKR in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Franchisee to CKR. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees, court costs, expert witness fees and discovery costs, together with interest charges on all of the foregoing.

8.7 Notice. No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to: **(a)** if to Franchisee, Franchisee at the notice address set forth in Exhibit A; and **(b)** if to CKR, CKE Restaurants Holdings, Inc., 6700 Tower Circle, Suite 1000, Franklin, TN 37065 (marked Attn: Restaurant Technology) (Email: restauranttechnology@ckr.com). Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first rejection) and may be: **(i)** delivered personally; **(ii)** transmitted by email to the address set forth above (or in Exhibit A) with electronic confirmation of receipt; **(iii)** mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or **(iv)** mailed via overnight courier.

[*Signatures on following page.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives to be effective as of the date first written above.

CKR:
CKE RESTAURANTS HOLDINGS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Franchised Restaurants:

Unit Number	Location

Software Support Fees:

L1/L2 Help Desk Support	$118 per Franchised Restaurant per Fiscal Period (i.e., CKR's 4-week accounting period)
Hosting Fee	$6.50 per Fiscal Period (4-week accounting period), plus a CrunchTime hosting fee of $1.50 per Fiscal Period

3. Support Services: Licensor shall provide access to help desk support services at designated dates and times set by Licensor and which shall be accessible by the Help Desk Access Number set forth below or to such other telephone number, email address or other means that may be designated by Licensor from time to time.

4. Help Desk Access Number: (866) 400-2253

5. Franchisee's Notice Address: _____

EXHIBIT B

COVERED EQUIPMENT*

Milestone	Definition	Date
End-of-Life Announcement Date	The date the document that announces the end-of-sale and end-of-life of a product is distributed to the general public.	January 20, 2021

EOL Equipment	Product Description	Replacement Equipment	Additional Information
KITCHEN			
QSR ePic (DE4000)	Older QSR controller with DOS/Win7	XCEED VIDEO CONTROLER, CE6 R3	QSR AUTOMATIONS
		Brink Kitchens w/HP controllers	HP-T530 w/ approved Bump Bar
POS Terminals			
PAR 7700 Terminal (ES7K) & older PAR terminals	POS Ready 7 embedded w/ EOL Oct 2021	TERMINAL,COUNTER,ES 8500 (ES8K)	PAR TECH INC.
		TERMINAL, ES 600	PAR TECH INC.
		AURES 1900 (J1900)	Yuno
Dell AIO	WIN7 devices need to be upgraded to WIN10	Dell 3030/3050	All units out of warranty and limited supply
Pin Pad Devices			
Elavon IPP 350	Device is EOL - now in a Break/Replace format (no Brink SAF)	Elavon Lane 3000	Device - only certified with Brink SAF
Back Office Computers			
Dell 7010,7020,5040 , 3010, 3020	Win 7 devices	Dell 3070	Dell I5 (can use Dell 5050T)
Drive Thru Devices			
HyperView POE Display	HAT POE OCB - HX2-K50	SiCOM oDMB w/ OCB embedded	SiCOM - with multiple options of screens and pre-sale board
		DELPHI OCB - 9207	Delphi IP based OCB - Serial w/ RPxxxxxxx
Delphi OCB - serial based or pre-RP network based	Older Delphi OCBs - including serial and pre-9200 series IP based	SiCOM oDMB w/ OCB embedded	SiCOM - with multiple options of screens and pre-sale board
		DELPHI OCB - 9207	Delphi IP based OCB - Serial w/ RPxxxxxxx

EOL Equipment	Product Description	Replacement Equipment	Additional Information
Delphi FTT1000/FTT3000	Serial based timers from FastTrak - EOL	TIMER, HME ZOOM DRIVE-THRU	C12061 - Zoom timer with Cloud enablement and CKE Data Feed
HyperActive Q-Timer (Acrelec)/ Delphi FTT3000DTIS	Current timers will function on BOC w/ minor modifications - cannot install BOC dependent new	Replacements will need to be planned as POS System independent (Stand Alone) w/ secondary server and cloud feed.	
LMS Training		**LMS TRAINING**	
Dell 7010,7020,5040 , 3010, 3020	Dell desktops used for LMS - will function but OOW and not being repaired	Galaxy Android tablet	Obtained via SHI and tied to CKE WiFi
		Dell 5050T - Small FF Desktop	Hardwired w/ Meraki connection (direct support only)

* Franchisee must replace end of life equipment with current Franchisor approved equipment. CKE will not support equipment that has reached its end of life as accounted by CKE.

EXHIBIT C

SCOPE OF TRAINING FOR PAR BRINK AND CRUNCHTIME

CrunchTime Scope of Training

- Train-the-trainer model
- Start Date: TBD
- Remote training only
- 4 hours of remote training to be conducted in classroom attendance
- Training will include a screen share
- Advance Class registration required

PAR Brink Scope of Training

- Train-the-trainer model
- Start Date:
- Remote training only (onsite training not available)
- 4 hours of remote training to be conducted Monday – Thursday
- Training will include a screen share/ virtual terminal walk through of order taking (front of house) operations.
- 2 days of post install go-live support for first 2 Franchised Restaurants

EXHIBIT G-2

OLO AUTHORIZED OPERATOR AGREEMENT

OLO AUTHORIZED OPERATOR AGREEMENT

This Olo Authorized Operator Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is made by and between Olo Inc., a Delaware corporation with a business address at 285 Fulton St. 82nd Floor, New York, NY 10007 ("Olo") and _____, a _____ with a business address at _____ ("Operator").

RECITALS

WHEREAS, Olo offers e-commerce, delivery enablement, payment solutions, and other associated solutions and services; and

WHEREAS, Operator is an authorized franchisee or licensee of CKE Restaurants Holdings, Inc. ("Customer");

WHEREAS, Customer has entered into an agreement ("Master Services Agreement") with Olo, whereby Olo shall provide certain services to Customer which may include e-commerce, delivery enablement, payment solutions, and other associated solutions and services; and

WHEREAS, Operator desires to use the services made available to Customer pursuant to the Master Services Agreement, and Olo desires to make available such services for use by Operator, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

"Aggregator" means an entity that offers End Users the ability to order Products (as defined below) from a range of different brands via a unified consumer-facing mobile application, website, storefront, or other means. For the avoidance of doubt, an Aggregator shall also be considered as a "Customer Third Party Provider.

"Customer Third Party Providers" means third parties used and/or directed by Customer that interface with the Licensed Applications.

"End User(s)" means the consumers who access the Customer or Operator's Licensed Applications (as defined herein) directly or indirectly, typically in conjunction with placing a digital order for the Product(s).

"Licensed Applications" means the products and services that are developed and operated by Olo to provide e-commerce, Aggregator integration, delivery enablement, and payment solutions and other associated services to its customers generally (through web, mobile web, mobile applications, voice ordering and call center solutions as applicable), and other related products and services which may be added from time-to-time, including any associated application program interfaces ("API(s)") and any enhancements or modifications thereto.

"Operator Launch Date" means the specific date on which the initial Licensed Applications are available to End Users from Operator locations.

"Personally Identifiable Information" or "PII" means any and all individually identifiable information or data relating to a natural person that (a) directly or indirectly identifies or can be used to directly or indirectly identify an individual or household, (b) that relates to an individual or household, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual or household, or (c) that may be considered personally identifiable information under any applicable Data Protection Laws (which includes any and all statutes, laws, ordinances, rules, regulations, codes, orders, official guidance, or other requirements of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of any competent jurisdiction, relating to the protection, use, or security of personally identifiable information, including, but not limited to, the California Consumer Protection Act).

"Product" means the food, beverage and/or any other good provided by the Operator for order by an End User.

"Services" means any services that Olo provides with each Licensed Application to Operator.

2. Services

2.1. Use of this Agreement. To the extent applicable, terms and conditions specific to each selected Licensed Application and the Services shall be set forth in Addendums attached hereto.

The Services shall also include any required, usual, appropriate or acceptable methods to perform activities related to the Services, including without limitation (a) conducting analytics and other product improvement activities, (b) carrying out the Services or the business of which the Services are a part, (c) carrying out any benefits, rights and obligations related to the Services, (d) maintaining records relating to the Services, and (e) complying with any legal or self-regulatory obligations related to the Services.

3. License; Proprietary Rights

3.1. License. Subject to the terms and conditions of the Agreement and the applicable Addendums, Olo hereby grants to Operator, during the Term, a non-exclusive, non-sublicensable (except as permitted hereunder), non-transferable (except pursuant to Section 10.4) license to access and use for itself and its End Users, the specific Licensed Applications selected in the applicable Customer Order Form. Operator shall not (a) assign this Agreement to any third party (it being understood that any such assignment shall be void ab initio); or (b) transfer, sell, or assign the right to use the Licensed Applications, including for the avoidance of doubt to any Customer Third Party Provider (except pursuant to Section 10.4). Olo reserves the right, in its sole discretion, to promulgate commercially reasonable standards that must be adhered to by Customer Third Party Providers (including, but not limited to, Olo's certification of all integrations to the Olo APIs). Any Customer Third Party Provider's breach or suspected breach of data security or confidentiality, abuse, or malicious or suspected malicious activities, may (at Olo's sole discretion) necessitate the immediate suspension, and possible termination, of Customer Third Party Provider's access to the Licensed Applications. A breach of the obligations set forth in this Section 3.1 by Operator may constitute a material breach of this Agreement.

3.2. Proprietary Rights. As between Operator and Olo, Operator hereby acknowledges and agrees that Olo owns all right, title and interest, including all copyrights and other intellectual property and proprietary rights, in and to the Licensed Applications, and all custom developed documents, designs, computer programs, computer systems, computer documentation and other work product authored or prepared by Olo upon the request of Customer or otherwise arising out of the Services (collectively, "Olo IP").

3.3. Trademark License. Operator acknowledges that the ownership, right, title and interest in and to Olo's trademarks rests with Olo and agrees that it will do nothing inconsistent with such ownership. Operator may use the slogan "Skip the Line®" in marketing materials and store displays in reference to the order ahead program utilizing the Licensed Applications; provided however that any display of such slogan clearly denotes the slogan as a registered trademark of Olo.

4. Confidentiality; Security

4.1. A Party receiving Confidential Information may only use Confidential Information to exercise its rights and fulfill its obligations under this Agreement and will take reasonable measures to avoid unauthorized disclosure or misuse of the Confidential Information, including, but not necessarily limited to, taking such security precautions as it takes to protect its own Confidential Information. During and after the Term, the receiving Party agrees not to disclose Confidential Information, except (a) to its employees, agents, independent contractors, or professional advisors who have a need to know the same and who are legally bound to keep it confidential; (b) to a potential acquirer of the receiving Party's relevant assets, stock, or business under a strict duty of confidentiality, but only to the extent such potential acquirer has executed a term sheet, letter of intent or other similar agreement to negotiate such acquisition, and (c) as required to be disclosed by applicable Law, or judicial or other governmental or regulatory order (provided that the disclosing Party must use reasonable efforts to notify the other Party, unless legally prohibited, prior to disclosure in order to afford such other Party the opportunity to at its own expense seek a protective order or otherwise prevent or limit the disclosure). For the avoidance of doubt, the terms of this Agreement are Confidential Information belonging to both parties.

4.2. Security. The terms of Olo's Security Policy, available at www.olo.com/security-policy, are hereby incorporated by reference. Customer may provide in writing additional minimum security requirements, which Olo will use commercially reasonable efforts to promptly implement.

5. Representations and Warranties

5.1. Each party represents and warrants that (a) it has the legal power and authority to enter into this Agreement; (b) it will not violate, or use or provide the Services (as applicable) in violation of, any applicable Laws, including any applicable privacy and Data Protection Laws, or any third party right; (c) it will use or provide the Services (as applicable) in compliance with its agreements with third parties; and (d) it will comply with the terms of the Olo Security Policy, which are incorporated into this Agreement by reference. Olo further represents and warrants that (i) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof, and (ii) its Security Policy will be no less stringent throughout the Term, and for two (2) years following the termination of this Agreement, than is as described at www.olo.com/security-policy; (iii) the Licensed Applications will be free from viruses or other disabling features and perform in all material respects to the applicable documentation for each Licensed Application.

5.2. OLO MAKES NO REPRESENTATION OR WARRANTY OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. THE WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Term and Termination

6.1. Term – Generally. The Term of this Agreement shall begin on the Operator Launch Date and shall remain in force for a period that shall expire once all corresponding Order Forms have terminated. . This Agreement and corresponding Order Forms may terminate earlier as provided in Section 7.2 or Section 7.3, or as the parties may otherwise agree in writing.

6.2. Termination of the Master Services Agreement. This Agreement shall automatically terminate if and when the Master Services Agreement is terminated between Olo and Customer.

6.3. Termination for Cause; Reasonable Opportunity to Cure Breach. If a party breaches any material provision of this Agreement, the non-breaching party may terminate this Agreement and corresponding Order Forms by giving thirty (30) days' notice to the other party, except that such a termination shall not take effect if the breaching party cures the breach before the end of such thirty (30) day period. For purposes of this Agreement, breach of a material provisions means a breach that has caused or, with the passage of time, will cause substantial harm to the interests of the aggrieved party, specifically including but not limited to breaches

of 3.1 (License), 3.2 (Proprietary Rights), 3.3 (Trademark License) and 5 (Confidentiality; Security), or if the aggregate effect of non-material breaches by the same party satisfies this standard for materiality.

6.4. Termination of Franchise Agreement/Elimination of Location. This Agreement shall automatically terminate as to a franchised location if and when (i) the franchise agreement between Customer and Operator is terminated, in which case this Agreement shall terminate as to all Customer franchised locations of Operator, or (ii) Operator no longer owns and operates the franchised location, in which case, this Agreement shall only terminate as to such franchised location.

7. Indemnification

7.1. Each of Olo and Customer (in such capacity, the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its officers, directors and employees (each an "Indemnified Party") from all third-party claims and liabilities (including reasonable outside attorney's fees) arising out of or relating to the Indemnifying Party's (i) negligent acts or omissions including the negligent acts or omissions of its employees, subcontractors or representatives and with respect to Customer, its Third Party Providers or Authorized Operators; (ii) breach of Section 5 or 6; or (iii) infringement or misappropriation of a third party's trade secret, or United States patent, trademark or copyright, or other intellectual property right in connection with (a) with respect to Olo, the Licensed Applications, software or other technology Olo uses to provide the Services to Customer hereunder and (b) with respect to Customer, the technology, data, or other materials Customer provides or uses with the Services ("Customer Materials") (the indemnification obligation of each Party described in this clause (iii), the "IP Infringement Obligation"). The previous sentence states the sole liability of the Indemnifying Party, and the sole remedy of the Indemnified Party, with respect to any third-party claim arising out of the Indemnifying Party's negligent acts or omissions (other than claims arising from fraud, criminal activity or willful misconduct).

7.2. Additionally, Customer shall defend, indemnify and hold harmless Olo and and its officers, directors and employees (each, an "Indemnified Party") from all third-party claims and liabilities (including reasonable outside attorney's fees) arising out of or relating to (i) any action against Olo arising out of any Customer Third Party Provider's disclosure or misuse of Customer Data or related to Olo's release of such Customer Data, including PII, if the release of such information was requested in writing by Customer; (ii) Customer's failure to properly collect and remit taxes or other government payments or fees associated with its usage of the Services, which shall be the sole responsibility of the Customer and, if applicable, the Authorized Operators; and (iii) the transfer of Customer Data by any means not recommended or deemed reasonably secure by Olo.

7.3. The Indemnified Party must (a) promptly notify the Indemnifying Party in writing of any third-party claim (provided that a failure to promptly notify will not relieve the Indemnifying Party of its indemnification obligations, except to the extent it has been prejudiced by such failure); (b) reasonably cooperate with the Indemnifying Party in the defense of the matter; and (c) give the Indemnifying Party primary control of the defense of the matter and negotiations for its settlement. The Indemnified Party may, at its own expense, join in the defense with counsel of its choice. The Indemnifying Party may not enter into a settlement unless it (i) involves only the payment of monetary damages by the Indemnifying Party, and (ii) includes a complete release of liability in favor of the Indemnified Party; any other settlement will be subject to the written consent of the Indemnified Party (not to be unreasonably withheld).

7.4. Olo's IP Infringement Obligation will not apply to claims to the extent arising from (i) Customer's use of the Licensed Applications or Services in violation of this Agreement, (ii) the Customer Materials' infringement or misappropriation of a third party's trade secret, or U.S. patent, trademark, or copyright, or (iii) the combination, operation, or use of the Service(s) with any product, service or material not provided by Olo or on Olo's behalf. Customer's IP Infringement Obligation will not apply to claims to the extent arising from (a) Olo's provision of the Service in violation of this Agreement, or (b) Olo's infringement or misappropriation of a third party's trade secret, or U.S. patent, trademark, or copyright. If a Service is, or in Olo's reasonable opinion is likely to be, ruled by a court of

competent jurisdiction as infringing upon a third party's intellectual property, Olo will promptly notify Customer and, at Olo's sole option and expense, either: (a) procure the right to continue providing the Service as contemplated by this Agreement, (b) modify the Service to render it non-infringing, or (c) replace the Service with a substantially equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each Party will have the right to terminate this Agreement with respect to the infringing Service.

8. Limitation of Liability

EXCLUDING EITHER PARTY'S IP INFRINGEMENT INDEMNIFICATION OBLIGATIONS, A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF CONFIDENTIALITY, DATA PRIVACY OR DATA SECURITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ONE OR BOTH PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) BUT FOR THE EXCLUSIONS ABOVE WITH RESPECT TO WHICH EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS ($5,000,000), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO OLO IN CONNECTION WITH OLO'S PROVISION OF THE SERVICES DURING THE TWELVE (12) MONTHS BEFORE THE DATE WHEN THE LIABILITY AROSE. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION 9 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

9. Miscellaneous

9.1. Notices. All notices and other communications sent under this Agreement must be in writing (including by email) and will be deemed effective when delivered. All notices shall be sent to the applicable mailing address or email address set forth on the signature page hereof.

9.2. Governing Law. This Agreement is governed by and construed in accordance with the laws of Delaware, without regard to the conflicts of law rules thereof. The parties consent to the exclusive jurisdiction and venue of courts in Castle County, Delaware for all disputes hereunder.

9.3. Insurance. Olo shall maintain the following insurance coverage throughout the term of this Agreement, with minimum limits as follows:

i. Commercial General Liability on an occurrence basis, with a limit of $1,000,000 per Occurrence/$2,000,000 Aggregate for bodily injury and property damage liability.

ii. Workers' Compensation as provided for under any workers' compensation or similar law in the jurisdiction where work is performed. Employer's Liability with a limit of $1,000,000 Each Accident; $1,000,000 Disease-EA Employee; $1,000,000 Disease-Policy Limit

iii. Umbrella Liability with a limit of $5,000,000 in excess of Liability insurance.

iv. Professional/Cyber/Media Tech Liability Limit to $40,000,000

1. Professional (Errors and Omissions) Liability covering the Liability for financial loss due to errors, omissions, negligence of employees or machine malfunction

2. Technology Errors and Omissions/Cyber Liability including Network Security/Privacy covering

liability for loss or damage due to an act, error, omission, or negligence and for claims arising from unauthorized access to or use of the Licensed Software. Such insurance shall cover network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of PII, privacy perils, and including coverage amounts and a copy of Olo's Certificates of Insurance.for related regulatory defense and penalties. Furthermore, the insurance shall cover data breach expenses and be payable whether incurred by Customer or Olo, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services. The coverage shall be written on a claims made and reported basis.

3. Intellectual Property Infringement Liability

All policies shall maintain a minimum A.M. Best rating of A- (V) at all times during the term of this Agreement. The General Liability and Umbrella policies shall include Customer, its parent, affiliates, subsidiaries and franchisees as additional insureds, on a primary and non-contributory basis and shall include a thirty (30) day written notice of cancellation. Olo must provide to Customer a certificate of insurance evidencing the required coverages prior to commencing any work for Customer. It is the responsibility of Olo to notify Customer of any material changes and/or renewals to its required insurance. Olo shall require all permitted subcontractors to maintain the required insurance. No goods or services shall be provided hereunder until this insurance is obtained, a certificate is provided to Customer and Customer has approved the certificate in writing.

9.4. Assignment. Neither party may assign or transfer any part of this Agreement without the prior written consent of the other Party except that this Agreement may be assigned without consent: (a) to a person or entity who acquires all or substantially all of the assigning Party's assets, stock or business, and (b) to any affiliate or subsidiary of a Party; in each case, so long as the assignee accepts the obligations hereunder in writing. Any purported assignment of rights or obligations, except as expressly permitted herein, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

9.5. Severability. If any provision of the Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

9.6. Relationship of Parties. The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

9.7. Amendment/Modification. This Agreement may be modified or amended only by a separate writing signed by Olo and Customer expressly so modifying or amending this Agreement or the Master Services Agreement.

9.8. Certain Remedies. The parties acknowledge that the breach of Sections 3 and 5 will give rise to irreparable injury to the non-breaching party inadequately compensable in damages. Accordingly, the parties agree that injunctive relief will be an appropriate remedy to prevent violation of the parties' respective rights and/or obligations under those two sections. However, nothing in this Section 10.8 shall limit a party's right to any other remedies in equity or at law, including the recovery of damages.

9.9. Force Majeure. Neither party will be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, fires, state-sponsored cyber

terrorism, cyber-attacks or brute force attacks, espionage, sabotage, other catastrophes, and other causes beyond its reasonable control; provided, however, that Operator shall have no obligation to pay Olo during a Force Majeure event.

9.10. Counterparts. This Agreement may be executed in two counterparts, which together shall constitute but one and the same instrument. Executed counterparts transmitted electronically (via email or e-signature software) shall constitute originals for all intents and purposes.

9.11. Waiver. A waiver by either party of any term or condition of this Agreement in one or more instances will not constitute a permanent waiver of the term or condition or any other term or condition of this Agreement or a general waiver.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.

Operator	Olo Inc.
By _____ Name _____ Title. _____	By _____ Name _____ Title. _____
Date _____	Date _____
Mailing Address for Notices: 6700 Tower Circle Suite 1000 Franklin, TN 37067	Mailing Address for Notices: One World Trade Center 285 Fulton Street, 82nd Floor New York, NY 10007

Digital Ordering Terms & Conditions Addendum

This Addendum forms a part of the Agreement and is applicable upon execution of the Agreement in conjunction with a Customer Order Form in which Customer and Olo have agreed that Olo will provide Operator with its Customer-branded Licensed Applications which will power Customer's digital ordering solution ("Digital Ordering"). In the event that this Addendum conflicts with the Agreement or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

1. Exclusivity. During the Digital Ordering Term, Olo shall be the exclusive provider of Digital Ordering to Operator. Operator agrees to require the Olo program for all existing and future locations owned by Operator. Notwithstanding the foregoing, Operator shall have the right to use Aggregators at their sole discretion.
2. Service Level. During the Digital Ordering Term, Digital Ordering will be operational and available to Operator at least 99% of the time in any calendar month (the "SLA"). Solely to the extent that Customer chooses the Pro or Enterprise Service Editions, the SLA thresholds and applicable service credits are as follows:
    a. If Olo does not meet the SLA, and if Customer and Operator meet its obligations under the Agreement and this Addendum, Operator will be eligible to receive the Service Credits described below. Subject to this SLA and 7.3 of the Agreement, this SLA states Operator's sole and exclusive remedy for any failure by Olo to meet the SLA.
    b. Definitions. The following definitions shall apply to the SLA:
        i. "Downtime" means the period of time during which Digital Ordering fails to be operational and available across any platform to End Users to place a digital order (for reasons other than those set forth below) until Digital Ordering, on all platforms, again becomes operational and available to End Users.
        ii. "Permitted Downtime" means the period of time during which Digital Ordering fails to be operational and available due to software upgrades and scheduled maintenance, conducted on a regular basis between 3:00 a.m. and 6:00 a.m. Eastern Time, of which Olo will give Customer and Authorized Operator a minimum of twenty-four (24) hours advanced notice. Notwithstanding the foregoing, Olo shall be permitted to take up to five (5) minutes of downtime on any day during the calendar year between 4:00 a.m. and 6:00 a.m. Eastern Time without prior notice to Customer.
        iii. "Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
        iv. "Service Credit" means the following:

Monthly Uptime Percentage	Service Credit
99.9% - 99.5%	5% reduction in next month's Digital Ordering fees
99.49% - 98.0%	10% reduction in next month's Digital Ordering fees
97.99% - 96.0%	20% reduction in next month's Digital Ordering fees
< 95.9%	30% reduction in next month's Digital Ordering fees

*Service Credit shall be calculated using the Service Edition Monthly Fee for the month in which Olo does not meet the SLA, and shall be applied to the following month's invoice.

c. Olo shall notify Customer and Operator within five (5) business days from the end of the month if Customer is eligible to receive a Service Credit for the preceding month. To the extent that any Downtime having been determined by Olo, in its good faith reasonable discretion, was caused by a reason outlined in Paragraph 4(e) below, Olo shall have an additional ten (10) business days to notify Customer and Operator of their Service Credit for the preceding month if any.

d. The aggregate maximum Service Credit to be issued by Olo to Operator for all Downtime (not including Permitted Downtime) that occurs in a single calendar month shall not exceed a thirty percent (30%) credit in the next month's fees.

e. The SLA does not apply to any Downtime to the extent it was caused by: (i) Customer or Authorized Operator environment issues affecting connectivity or interfering with Digital Ordering, including without limitation, Customer or Authorized Operator's connection to the Internet (i.e., problems with the Customer or Authorized Operator's Internet Service Provider, modem, cable, DSL or dial-up connection, mobile phone connection or other Customer or Authorized Operator Internet connectivity issues) or any other Customer or Authorized Operator equipment or software (including third party attacks, including without limitation, hacks, intrusions, distributed denial-of-service attacks or any other third party actions intended to cause harm to or disrupt Customer's Third Party Providers, including without limitation, e-commerce software, payment gateways, Aggregators, and loyalty or rewards providers, that are integrated into the Olo APIs), Customer or Authorized Operator's firewall software, hardware or security settings, Customer or Authorized Operator's configuration of anti-virus software or anti-spyware or malicious software, Customer's use of or placement of Javascript code and/or other tracking or measurement software or code (including Google Analytics), or operator error of Customer or Authorized Operator; (ii) directly or indirectly integrating any Aggregator orders into the POS if such failure to integrate is no fault of Olo; (iii) Customer or Authorized Operator's Point of Sale (POS) failure(s) or the failure to properly maintain the POS environment, including updating the POS firmware or version of the software running on the POS as recommended by either Olo, a third party POS reseller or servicer, or the POS provider themselves; (iv) verified bugs of any third party software used in conjunction with Digital Ordering and failure of third party professional services; (v) force majeure events as described in Section 10.10 of the Master Services Agreement; (vi) issues related to third party domain name system (DNS) errors or failures; (vii) emergency maintenance of the Licensed Applications, including without limitation suspension of Licensed Applications in response to a Breach of Security, for which Customer or Authorized Operator may not receive advanced notice; or (viii) Permitted Downtime.

f. Olo will post notifications publicly to https://status.olo.com of any outages in production systems under its control and that may impact multiple customers for more than one (1) minute in any twenty-four (24) hour period other than as permitted under Section 3(b)(ii) above. Olo may occasionally post notifications of significant outages at third party providers, which may include Customer Third Party Providers, outside of Olo's control, such as payment, POS, loyalty, Delivery Service Providers, or Aggregators. Olo cannot be relied upon for comprehensive reporting of outages at third party providers and makes no representation that Olo's information is accurate or up to date. Olo's incident response procedures prioritize triaging and problem resolution over public communication, which may result in delays in posting status updates. Timestamps on status updates may not reflect the actual times of an incident.

Dispatch Services Terms & Conditions Addendum

This Addendum forms a part of the Master Services Agreement and is applicable upon execution of an Order Form in which the parties have agreed that Olo will provide the Customer with its delivery platform allowing for the scheduling and billing of delivery services ("Dispatch"). In the event that this Addendum conflicts with the Agreement, or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

1. Definitions

"**Available Delivery Service Providers**" shall mean the Delivery Service Providers who have been selected and approved by Olo to create a Profile on the Platform and are available to Operator (to the extent applicable) to make deliveries to End Users in a given Delivery Area on behalf of Operator.

"**Confirmed Delivery Response**" shall mean that the Platform has transmitted an End User delivery request to a Selected Delivery Service Provider(s) that has responded back with an acceptance of that delivery request.

"**Delivery Area**" shall mean the area(s) in which a Delivery Service Provider offers delivery service to End Users.

"**Delivery Fees**" shall mean the fees that are quoted by Olo as "delivery service fees" plus a tip (if any) added to the payment form the End User fills out for the delivery of the Product.

"**Delivery Guidelines**" shall mean the rules and responsibilities associated with the delivery of the Product to the End User, which are located at www.olo.com/delivery-guidelines and which may be updated by Olo from time to time.

"**Delivery Service Providers**" shall mean the providers of delivery services, selected by Olo and given access to the Platform by Olo, that use their own employees or independent delivery drivers.

"**Delivery Requirements**" shall mean the requirements established by Customer or Operator in the Platform relating to the selection of the Delivery Service Providers who may be Available Delivery Service Providers for Operator.

"**Platform**" means the system operated by Olo that allows customers to provide Delivery Requirements and place requests with Olo to deliver Products to End Users and facilitates through those Delivery Service Providers who meet the Delivery Requirements, including any associated application program interfaces and technology and any enhancements or modifications thereto.

"**Profile**" means the information provided by a Delivery Service Provider for review by Olo and as updated by Olo quarterly or upon material changes, in order to allow the Delivery Service Provider to participate on the Platform.

"**Selected Delivery Service Provider**" means an Available Delivery Service Provider that is selected by Olo on behalf of Operator (based on the Delivery Requirements established by Customer or Operator) to deliver a given order for Products to End Users on behalf of the Operator in the Delivery Area.

2. Selection of Delivery Service Providers

2.1 Available Delivery Service Providers. As part of the Platform, Olo allows Delivery Service Providers to sign up for use of the Platform and complete a Profile. Operator may access a list of Available Delivery Service Providers based on the Delivery Requirements.

2.2 Selection of Available Delivery Service Providers. Olo will select the Selected Delivery Service Providers based on the Delivery Requirements and the Profiles of Available Delivery Service Providers in each Delivery Area. Notwithstanding the foregoing, to the extent that Customer or Operator does not provide any parameters for Olo to choose an Available Delivery Service Provider, one shall be selected automatically by Olo. Customer or Operator may change its Delivery Requirements at any time in its sole discretion.

3. Delivery

3.1 Quotes. Olo provides Operators with access to the Platform in order to request and receive delivery quotes (delivery time and pricing) and Olo will provide such quotes if there is an Available Delivery Service Provider available for a given order.

3.2 Availability. The Operator may seek a bid for the delivery to a given End User of the Product(s) ordered by that End User through the Platform. Each Selected Delivery Service Provider who is available to make a delivery in a given Delivery Area may respond to the request for a delivery and the delivery order will be assigned based upon the Delivery Requirements provided by Customer or Operator. If a delivery response does not meet that Customer's Delivery Requirements, or any additional filters or criteria which may be applied by Olo from time to time, then delivery may not be available for that End User order.

4. Additional Obligations

4.1 Olo Obligations. In addition to the other obligations set forth in this Agreement, Olo shall also use commercially reasonable efforts to: (a) require that the Delivery Service Providers maintain an accurate Profile; (b) require that the Delivery Service Providers maintain and enforce strict guidelines for their drivers, including any independent delivery drivers; (c) require that the Delivery Service Providers; use of the End User data is subject to Olo's privacy policy in effect at the time; (d) require that no End User PII is used by Delivery Service Providers to market any additional products or services to those End Users; and (e) require that all End User PII will be secured from unauthorized access, use, disclosure, loss and theft using industry standard security practices and technologies.

4.2 Operator Obligations. In addition to the other obligations set forth in this Agreement, Operator shall also use commercially reasonable efforts to: (a) ensure they comply with the Delivery Guidelines; (b) ensure that they promptly respond to all End Users' inquiries; (c) use the Platform to promptly respond to all End User issues, including cancellations and refunds; and (d) use best efforts to create tickets in Dashboard or the Olo API, as applicable, for Selected Delivery Service Providers for issues related to the order or delivery in question. To the extent Operator integrates directly with the Olo API, Operator hereby agrees to any additional terms of service that may be applicable to its Selected Delivery Service Providers. Operator shall not create any obligation of the Delivery Service Provider or Olo to provide any refund other than as specifically set forth in the Delivery Parameters and Refund Matrix located at www.olo.com/delivery-parameters-and-refund-matrix.

5. Third Party Beneficiaries

Olo operates a Platform for Customers and Delivery Service Providers to transact with each other. Olo does not provide the delivery services, and therefore does not assume, and expressly disclaims, any liability arising from Operator's use of the delivery services and the Selected Delivery Service Providers' provision of the delivery services. To facilitate direct dispute resolution between Operator and each Selected Delivery Service Provider in connection with Operator's use of delivery services, Operator's Selected Delivery Service Providers are third-party beneficiaries of Operator's obligations as set forth herein, and Operator is a third-party beneficiary of Operator's Selected Delivery Service Providers' obligations as set forth in their agreements with Olo. Olo will indicate to Operator through the Platform which Delivery Service Providers are subject to such third-party beneficiary obligations. Olo's Delivery Service Providers which have contractually committed to such third-party

beneficiary obligations have agreed not to assert a defense based on lack of privity against any Operaotr seeking to enforce their third-party beneficiary rights hereunder.

6. Disclaimer.

OLO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF ANY PROFILE INFORMATION AND OLO MAKES NO INDEPENDENT VERIFICATION OF THE INFORMATION PROVIDED BY A DELIVERY SERVICE PROVIDER (OTHER THAN THE REPRESENTATIONS AND WARRANTIES MADE BY THAT DELIVERY SERVICE PROVIDER AS TO THE ACCURACY OF THE PROFILE INFORMATION). OLO MERELY MAKES A PLATFORM AVAILABLE TO FACILITATE THE INTERACTIONS BETWEEN DELIVERY SERVICE PROVIDERS AND CUSTOMERS; OLO IS NOT RESPONSIBLE FOR THE PERFORMANCE OF DELIVERY SERVICE PROVIDERS.

Rails Terms & Conditions Addendum

This Addendum forms a part of the Agreement and is applicable upon execution of the Agreement and in conjunction with a Customer Order Form in which Olo and Customer have agreed that Olo will provide Operator with its Aggregator integration and management platform ("Rails"). In the event that this Addendum conflicts with the Agreement, or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

"Rails" means the service, provided by Olo, and utilized by Operator at its sole discretion, in which Aggregators connect to the Olo platform in order to (a) receive store information including, but not limited to, store location data, menu item availability, product make times, available production capacity, and item pricing; (b) transmit orders made on Aggregator website or mobile application to the Customer's or Operator's Point of Sale systems (POS) through the Olo APIs; (c) monitor and report Aggregator activity; and, at Operator's sole discretion, (d) control order flow into the store.

In order for Operator to utilize Rails, Operator consents to allow Olo to transfer, or otherwise provide access to, certain data, including but not limited to, menu information and general restaurant information to Aggregator. Olo will not share any PII with Aggregator. Data may only be used for the limited purpose outlined above, namely use of Rails. Operator agrees that Olo shall have no liability to Operator for the granting of access to, or the misuse of such data, by Aggregator, or any other claims arising out of or related to the granting of access to the data unless such claims are based on Olo's negligence in such actions.

Olo shall be the exclusive provider of integration services for Aggregator ordering platforms to Operator. Also during the Term, Operator shall not use, test or support any Aggregator-initiated ordering service in lieu of Licensed Applications. Operator agrees to require the Olo program for all existing and future locations owned by Operator.

Google Rails Premium Addendum

This Addendum (this "GRP Addendum") forms a part of the Agreement and is applicable upon execution of the Agreement and in conjunction with a Customer Order Form in which Olo and Customer have agreed that Olo will provide Operator with Google Rails Premium ("GRP"). In the event that this Addendum conflicts with the Agreement, or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

1. Definitions

"Actions on Google" means Google's platform that allows the integration of Licensed Content (and related services) with assistive experiences and services across products and services.

"Brand Features" means Customer's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Google Data" means (i) data provided by Google to Olo via the Google API that facilitates actions by Customer and End Users and (ii) any reporting provided by Google to Olo.

"Licensed Content" means (a) any Customer content that is provided to or retrieved by Google through a Google API or other mutually agreed delivery mechanism, and (b) any Updates.

"Updates" means any update, refresh, correction or modification to the Licensed Content provided by Customer under this GRP Addendum.

2. Grant.

a. **Transfer of Data.** Customer consents to allow Olo to transfer, or otherwise provide access to, certain data, including but not limited to, menu information and general restaurant information to Google pursuant to this GRP Addendum ("Data"). Olo will not share any PII with Google. The Data may only be used for the limited purpose outlined above, namely use of GRP. Customer agrees that Olo shall have no liability to Customer for the granting of access to, or the misuse of the Data, by Google, or any other claims arising out of or related to the granting of access to the Data.

b. **Licensed Content.** Customer grants to Olo a perpetual, irrevocable, worldwide royalty-free, nonexclusive, license to use the Licensed Content in connection with GRP (including Actions on Google and Google products and services made available on third party devices and interfaces). Customer acknowledges that its Licensed Content may be sublicensed by Google but only to the extent necessary to permit end users to use GRP products and services, including those made available on third party devices and interfaces.

c. **Google Data.** Any Google Data to which Customer is provided access through Olo may only be used by Customer to respond to End User queries received from Google products and services to communicate with particular End Users identified by Google (e.g., to process or deliver a food order, issue a refund). Customer may only use Google Data to provide assistance to these End Users who have placed a food order.

d. **Retention of Rights.** Customer retains all rights in Licensed Content and its Brand Features and has no right to any Google Data or any content created, submitted, or used in connection with the Google products and services.

3. Prohibited Actions.

a. Customer will not:

i. use Google Data other than to provide assistance to or to market to end users who have placed a food order provided that such marketing shall only be via email and to End Users that have provided Google with consent to receive marketing from Customer;

ii. generate automated, fraudulent, or otherwise invalid activity (including queries, clicks, or conversions);

iii. use any automated means or data scraping or extraction to access or collect Actions on Google-related information except as expressly permitted by Google;

iv. knowingly provide inaccurate or outdated information, including for Licensed Content;

v. engage in deceptive, misleading, and/or unethical practices;

vi. make false or misleading representations with regards to Actions on Google;

vii. alter, interfere with, or otherwise tamper with customer reviews of Customer's services or the services of its competitors; or

viii. attempt to interfere with Actions on Google's proper functioning.

4. Customer Support/Termination.

a. As between Customer, Olo and Google, an End User's satisfaction with Customer is solely Customer's responsibility. Customer must immediately notify Olo if it no longer wants to be surfaced to End Users via Actions on Google and Olo will then remove Customer from Actions on Google and/or remove their information from the Licensed Content, so that it is no longer shown to Google end users and customers.

b. Google may contact Customer.

c. Upon termination of GRP, Google may continue to use the Licensed Content submitted through Google API(s), in accordance with its standard terms & conditions (which are available from Google).

5. Other Google Products.

a. If at any time, Customer uses other Google products or services, then a separate agreement will be required.

EXHIBIT H

LIST OF FRANCHISEES THAT
CLOSED/TRANSFERRED FRANCHISED RESTAURANTS
IN FISCAL YEAR ~~2024~~2025

LIST OF FRANCHISEES THAT CLOSED/TRANSFERRED FRANCHISED RESTAURANTS IN FISCAL YEAR ~~2024~~2025

The following is a list of the name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of each franchisee that had a Franchised Restaurant terminated, canceled or not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement, including in connection with a transfer, during fiscal year ~~2023~~2025; or failed to communicate with CJR within 10 weeks of the application date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Transfers:

Franchisee	Address	City	State	Zip
~~Leto Enterprises~~North Star Foods, LLC	~~2080 E. Fry Blvd~~4238 Union St.	~~Sierra Vista~~Firestone	~~AZ~~CO	~~85635~~80504
~~Leto Enterprises~~North Star Foods, LLC	~~8120 S. Houghton Rd~~421 Cowan St.	~~Tucson~~Fort Collins	~~AZ~~CO	~~85747~~80524
~~BTO Investments, Inc.~~North Star Foods, LLC	~~19312 N. U.S. Hwy 93 North~~2555 11th Ave	~~White Hills~~Greeley	~~AZ~~CO	~~86445~~80631
~~Telesis Restaurant Group, Inc.~~	~~1180 S. Mount Vernon Ave.~~	~~Colton~~	~~CA~~	~~92324~~
~~Telesis Restaurant Group, Inc.~~	~~25536 Barton Rd.~~	~~Loma Linda~~	~~CA~~	~~92354~~
~~Telesis Restaurant Group, Inc.~~	~~192 E. Redlands Blvd.~~	~~San Bernardino~~	~~CA~~	~~92408~~
~~M&B Restaurants~~	~~1346 Saratoga Ave.~~	~~San Jose~~	~~CA~~	~~95129~~
~~M&B Restaurants~~	~~1690 Tully Rd.~~	~~San Jose~~	~~CA~~	~~95122~~
~~M&B Restaurants~~	~~2802 S. White Rd.~~	~~San Jose~~	~~CA~~	~~95148~~
~~M&B Restaurants~~	~~655 Coleman Ave.~~	~~San Jose~~	~~CA~~	~~95110~~
~~M&B Restaurants~~	~~270 Saratoga Ave.~~	~~Santa Clara~~	~~CA~~	~~95050~~
~~M&B Restaurants~~	~~2900 Bowers Ave.~~	~~Santa Clara~~	~~CA~~	~~95051~~
~~M&B Restaurants~~	~~2495 Lafayette St.~~	~~Santa Clara~~	~~CA~~	~~95050~~
~~Bernard Karcher Investments, Inc.~~	~~30660 Rancho California Rd~~	~~Temecula~~	~~CA~~	~~92591~~
~~BR Reno~~North Star Foods, LLC	~~5880 S Virginia~~720 10th St	~~Reno~~Greeley	~~NV~~CO	~~89502~~80631
~~BR Reno~~North Star Foods, LLC	~~1195 Kietzke Ln~~1754 Hover St.	~~Reno~~Longmont	~~NV~~CO	~~89502~~80501
~~BR Reno~~North Star Foods, LLC	~~1801 Silverada Blvd~~1340 N Cleveland Ave	~~Reno~~Loveland	~~NV~~CO	~~89512~~80537
~~BR Reno~~North Star Foods, LLC	~~10170 N. McCarron Blvd~~4140 Clydesdale Pkwy	~~Reno~~Loveland	~~NV~~CO	~~89503~~80538
~~BR Reno~~ Star Chaser's Austin, LLC	~~85 Damonte Ranch Pkwy~~1315 E Whitestone Blvd	~~Reno~~Cedar Park	~~NV~~TX	~~89521~~78613
~~BR Reno~~ Star Chaser's Austin, LLC	~~1400 E Prater Way~~1039 W University Ave	~~Sparks~~Georgetown	~~NV~~TX	~~89434~~78628
~~CLK New Star, LP~~	~~829 S. White Sands Blvd.~~	~~Alamogordo~~	~~NM~~	~~88310~~
~~CLK New Star, LP~~	~~3965 Bataan Memorial West~~	~~Las Cruces~~	~~NM~~	~~88011~~
~~CLK New Star, LP~~	~~503 S. Solano~~	~~Las Cruces~~	~~NM~~	~~88001~~
~~CLK New Star, LP~~	~~1490 N. Zaragoza Rd.~~	~~El Paso~~	~~TX~~	~~79936~~
Bremerton Foods, LLC~~LK~~	~~7120 Airport Rd.~~4815 Kitsap	~~El Paso~~Bremerton	~~TX~~WA	~~79906~~98

~~New Star, LP~~	Way			312
Harbor Foods, LLC~~LK New Star, LP~~	~~9071 Alameda~~5524 Soundview Dr	~~El Paso~~Gig Harbor	~~TX~~WA	~~79907~~98335
North Star Foods, LLC~~LK New Star, LP~~	~~1898 N. Lee Trevino Dr.~~216 E Lincolnway	~~El Paso~~Cheyenne	~~TX~~WY	~~79936~~82001
~~CLK New Star, LP~~	~~7910 Arteraft Rd.~~	~~El Paso~~	~~TX~~	~~79932~~
~~CLK New Star, LP~~	~~6031 N. Mesa St.~~	~~El Paso~~	~~TX~~	~~79912~~
~~CLK New Star, LP~~	~~10620 Montana Ave.~~	~~El Paso~~	~~TX~~	~~79935~~
~~CLK New Star, LP~~	~~3510 Zaragoza Road~~	~~El Paso~~	~~TX~~	~~79936~~
~~CLK New Star, LP~~	~~11300 McCombs St, Suite C~~	~~El Paso~~	~~TX~~	~~79934~~
~~CLK New Star, LP~~	~~1305 Horizon Blvd.~~	~~El Paso~~	~~TX~~	~~79928~~
~~CLK New Star, LP~~	~~1124 McRae Blvd.~~	~~El Paso~~	~~TX~~	~~79925~~

Terminations / Non-Renewals / Ceased Operations

Franchisee	Address	City	State	Zip
STARCORP CJ, LLC	1440 W SOUTHERN AVE	MESA	AZ	85202
STARCORP CJ, LLC	555 MILLER VALLEY RD	PRESCOTT	AZ	86301
RAZIPOUR, MIRKAZEMI, KHAJVAND	20640 TRACY AVE	BUTTONWILLOW	CA	93206
OC BURGER BOYS, LLC	5930 CERRITOS AVENUE	CYPRESS	CA	90630
~~Zealous Business Group, Inc.~~AMS RESTAURANTS, LLC	~~13312 Lincoln Way~~1616 COVELL BLVD.	~~Auburn~~DAVIS	CA	~~9560~~3956~~16~~
~~BTO Investments~~SDC RESTAURANTS LLC	~~8105 Madison Ave~~555 WEST MISSION AVE.	~~Fair Oaks~~ESCONDIDO	CA	~~9562~~8925~~025~~
~~First Star Holdings~~STRZ4US, ~~LL~~INC.	~~15716 Arrow Hwy~~4400 CENTRAL PL	~~Irwindale~~FAIRFIELD	CA	~~9170~~6945~~34~~
~~OC Burger Boys~~AMS RESTAURANTS, LLC	~~3700 Atlantic Ave~~2515 IRON POINT RD	~~Long Beach~~FOLSOM	CA	~~9080~~7956~~30~~
BURGER BUDDIES LLC	1401 W. ARTESIA BLVD	GARDENA	CA	90248
~~Harshad & Nasir Corporation~~SENIOR CLASSIC LEASING, LLC	~~9021 Valley Blvd~~6202 LAUREL CANYON BLVD	~~Rosemead~~NORTH HOLLYWOOD	CA	~~9177~~9160~~6~~
~~SD~~OC ~~Restaurants~~BURGER BOYS, LLC	~~8856 Navajo Road~~1285 E IMPERIAL HWY	~~San Diego~~PLACENTIA	CA	~~9211~~9287~~0~~
~~Vikas Tandon (dba United Investment Solutions, Inc.)~~NEW HORIZON FOODS, LLC	~~1689 N Capital Ave~~8736 BASELINE RD	~~San Jose~~RANCHO CUCAMONGA	CA	~~9513~~9170~~1~~
~~Behnam H. Rodd~~PALISADES RESTAURANT GROUP INC.	~~2310 Firestone Blvd~~701 N PACIFIC COAST HWY	~~South Gate~~REDONDO BEACH	CA	~~9028~~9027~~7~~
~~OC Burger Boys~~AMS RESTAURANTS, LLC	~~2992 El Camino Real~~2795 FULTON AVENUE	~~Tustin~~SACRAMENTO	CA	~~9278~~2958~~21~~
SDC RESTAURANTS LLC	3381 ROSECRANS ST	SAN DIEGO	CA	92110
SDC RESTAURANTS LLC	16613 DOVE CANYON RD	SAN DIEGO	CA	92127

Franchisee	Address	City	State	Zip
~~Greenstar Foods~~TRI STAR FOODS, LLC	~~4999 Glenwood St~~1690 TULLY RD	~~Garden City~~SAN JOSE	~~ID~~CA	~~83714~~95122
~~OK Restaurant Holdings~~TRI STAR FOODS, LLC	~~200 S. Mississippi~~1999 CAMDEN AVENUE	~~Ada~~SAN JOSE	~~OK~~CA	~~74820~~95124
CLK 3 D-S, LP	14503 7TH ST	VICTORVILLE	CA	92395
~~OK Restaurant Holdings~~GREENSTAR FOODS, LLC	~~3264 S Broadway~~226 BROADWAY AVE	~~Edmond~~BOISE	~~OK~~ID	~~73013~~83702
BTO INVESTMENTS	758 S BOULDER HWY	HENDERSON	NV	89015
BTO INVESTMENTS	3185 W ANN RD	NORTH LAS VEGAS	NV	89031
BTO INVESTMENTS	607 W CRAIG RD	NORTH LAS VEGAS	NV	89032
WILES' RESTAURANTS, INC.	3811 ELLISON DR NW	ALBUQUERQUE	NM	87114
~~Fresgo~~OK RESTAURANT HOLDINGS, LLC	~~5665 E. Mockingbird Lane~~900 N ASPEN DR	~~Dallas~~BROKEN ARROW	~~TX~~OK	~~75206~~74012
OK RESTAURANT HOLDINGS, LLC	917 W DANFORTH RD	EDMOND	OK	73003
OK RESTAURANT HOLDINGS, LLC	1305 NW SHERIDAN RD	LAWTON	OK	73505
OK RESTAURANT HOLDINGS, LLC	1306 MEMORIAL DR	MARIETTA	OK	73448
OK RESTAURANT HOLDINGS, LLC	7900 E RENO AVE	MIDWEST CITY	OK	73110
OK RESTAURANT HOLDINGS, LLC	9140 N 121ST E AVE	OWASSO	OK	74055
OK RESTAURANT HOLDINGS, LLC	1120 E CHARLES PAGE BLVD	SAND SPRINGS	OK	74063
OK RESTAURANT HOLDINGS, LLC	6916 S MINGO RD	TULSA	OK	74133
OK RESTAURANT HOLDINGS, LLC	925 E MAIN ST	WEATHERFORD	OK	73096
~~CLK New Star,~~SNOW STAR LP	~~9330 Dyer St~~1385 N 400 W STREET	~~El Paso~~BEAVER	UT~~X~~	~~79924~~84713
SNOW STAR LP	385 N 800 W	CENTERVILLE	UT	84014
SNOW STAR LP	1856 W 12600 S	RIVERTON	UT	84065
CJ STAR, LLC	N 6740 DIVISION ST	SPOKANE	WA	99208
WAMTO, LLC	2500 YAKIMA VALLEY HIGHWAY	SUNNYSIDE	WA	98944

EXHIBIT I

LIST OF FRANCHISEES AND FRANCHISED LOCATIONS

CJR LIST OF FRANCHISEES AND FRANCHISED LOCATIONS

(as of January ~~29~~27, ~~2024~~2025)

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone~~#~~
J & D RESTAURANTS, INC.	2242 ABBOTT ROAD	ANCHORAGE	AK	~~99507-4454~~99507	N	9073363381
J & D RESTAURANTS, INC.	650 W NORTHERN LIGHTS BLVD	ANCHORAGE	AK	~~99503-3804~~99503	N	9072762275
J & D RESTAURANTS, INC.	12319 OLD GLENN HWY	EAGLE RIVER	AK	~~99577-7555~~99577	N	9076224304
J & D RESTAURANTS, INC.	1741 E. PALMER WASILLA HWY	WASILLA	AK	~~99654-7221~~99654	N	9073764360
STARCORP CJ, LLC	2933 S TOMAHAWK RD	APACHE JUNCTION	AZ	~~85119-8577~~85119	N	4809825815
STARCORP CJ, LLC	416 S WATSON RD	BUCKEYE	AZ	85326	N	6233273667
CLK 1, LLC	2195 HIGHWAY 95	BULLHEAD CITY	AZ	~~86442-6008~~86442	N	9287639500
CLK 1, LLC	640 N. HWY 95	BULLHEAD CITY	AZ	~~86429-5006~~86429	N	9287541150
STARCORP CJ, LLC	1715 E FLORENCE BLVD	CASA GRANDE	AZ	~~85122-4763~~85122	N	5204219790
STARCORP CJ, LLC	2560 E RIO MESA TRL	COTTONWOOD	AZ	86326	N	~~928634433892~~86345338
STARCORP CJ, LLC	105 E 5TH ST	DOUGLAS	AZ	~~85607-2860~~85607	N	5203643691
STARCORP CJ, LLC	3090 N TOLTEC RD	ELOY	AZ	~~85131-9602~~85131	~~Y~~N	5204669385
STARCORP CJ, LLC	826 W PIMA ST	GILA BEND	AZ	85337	N	~~928663997392~~86839973
STARCORP CJ, LLC	85 E GERMANN RD	GILBERT	AZ	~~85297-0601~~85297	N	4808990644
STARCORP CJ, LLC	5378 S POWER RD	GILBERT	AZ	~~85295-8479~~85295	N	4802791743
STARCORP CJ, LLC	5105 W THUNDERBIRD	GLENDALE	AZ	~~85306-4841~~853	N	6029785020

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
	RD			06		
STARCORP CJ, LLC	5775 W NORTHERN AVE	GLENDALE	AZ	85301 133485301	N	6239157586
STARCORP CJ, LLC	6706 N 95TH AVE	GLENDALE	AZ	85305	N	4807362461
STARCORP CJ, LLC	1083 S COTTON LN	GOODYEAR	AZ	85338 465385338	N	6239258237
STARCORP CJ, LLC	1519 W BASELINE RD	GUADALUPE	AZ	85283 104585283	Y N	4808384063
STARCORP CJ, LLC	1635 N NAVAJO BLVD	HOLBROOK	AZ	86025	N	9285242252
STARCORP CJ, LLC	789 W BEALE ST	KINGMAN	AZ	86401 594286401	N	9287531989
STARCORP CJ, LLC	3440 STOCKTON HILL RD	KINGMAN	AZ	86409 368086409	N	9286811111
CLK 1, LLC	275 N LAKE HAVASU AVENUE	LAKE HAVASU CITY	AZ	86403 565986403	N	9286807717
CLK DESERT STAR, LP	14875 S HWY 95	LAKE HAVASU CITY	AZ	86404 811686404	N	9287641051
STARCORP CJ, LLC	5040 W BASELINE RD	LAVEEN	AZ	85339 732485339	N	6239258322 6022372980
STARCORP CJ, LLC	13025 WEST CAMELBACK RD	LITCHFIELD PARK	AZ	85340	N	4803860164
STARCORP CJ, LLC	3790 W INA RD	MARANA	AZ	85741 209385741	Y N	5207440392
VALLEY STAR AZ, LLC	20015 JOHN WAYNE PKWY.	MARICOPA	AZ	85139	N	4808268039
STARCORP CJ, LLC	1352 S GILBERT RD	MESA	AZ	85204 600485204	Y N	4808924793
~~STARCORP CJ, LLC~~	~~1440 W SOUTHERN AVE~~	~~MESA~~	~~AZ~~	~~85202~~	~~Y~~	~~4809691383~~
STARCORP CJ, LLC	1850 S COUNTRY CLUB	MESA	AZ	85210 601285210	N	4808351925
STARCORP CJ, LLC	4515 E MCKELLIPS RD	MESA	AZ	85215 252385215	N	4809859260
STARCORP CJ, LLC	2002 N COUNTRY CLUB	MESA	AZ	85201 120585201	N	4808343381

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
	DR			01		
STARCORP CJ, LLC	1015 N DOBSON RD	MESA	AZ	85201-757485201	N	4809621406
LETO ENTERPRISES, LLC	800 W MARIPOSA RD	NOGALES	AZ	85621-107985621	N	5202819699
STARCORP CJ, LLC	12110 N 75TH AVE	PEORIA	AZ	85345-820485345	N	6234121053
STARCORP CJ, LLC	9360 W NORTHERN AVE	PEORIA	AZ	85345	N	6238772078
STARCORP CJ, LLC	2342 E THOMAS RD	PHOENIX	AZ	85016-782885016	¥N	6029556419
STARCORP CJ, LLC	1202 N 51ST AVE	PHOENIX	AZ	85043-173285043	¥N	6022693119
STARCORP CJ, LLC	3470 W BELL RD	PHOENIX	AZ	85053-292685053	N	6028633129
STARCORP CJ, LLC	2343 E BELL RD	PHOENIX	AZ	85022-290185022	¥N	6024829869
STARCORP CJ, LLC	4916 E CHANDLER BLVD	PHOENIX	AZ	85048-085985048	¥N	4807535733
STARCORP CJ, LLC	7610 W THOMAS	PHOENIX	AZ	85033-543485033	¥N	6232457015
STARCORP CJ, LLC	4311 W CAMELBACK RD	PHOENIX	AZ	85031-142485031	N	6232451041
STARCORP CJ, LLC	2501 W HAPPY VALLEY RD STE 44	PHOENIX	AZ	85085-370285085	N	6234340081
STARCORP CJ, LLC	2750 W THOMAS RD	PHOENIX	AZ	85017-551485017	N	6022331385
STARCORP CJ, LLC	1753 W BETHANY HOME RD	PHOENIX	AZ	85015-251085015	N	6022498108
STARCORP CJ, LLC	3050 E. STATE ROUTE 69	Prescott	AZ	86301	N	4803860186027433482
~~STARCORP CJ, LLC~~	~~555 MILLER VALLEY RD~~	~~PRESCOTT~~	~~AZ~~	~~86301-2313~~	~~N~~	~~9287783907~~
STARCORP CJ, LLC	5785 E STATE ROUTE 69	PRESCOTT VALLEY	AZ	86314-280186314	N	9287787366

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
STARCORP CJ, LLC	1451 W MAIN ST	QUARTZSITE	AZ	85346	N	9289275177
STARCORP CJ, LLC	21064 E OCOTILLO RD	QUEEN CREEK	AZ	85142	N	4809877713
STARCORP CJ, LLC	455 S 20TH AVE	SAFFORD	AZ	85546	N	9284283400
STARCORP CJ, LLC	18700 S NOGALES HWY	SAHUARITA	AZ	85614 5878856 14	N	5206485500
CLK DESERT STAR, LP	1517 N MAIN ST	SAN LUIS	AZ	85349	N	9287226767
STARCORP CJ, LLC	5401 S. WHITE MOUNTAIN RD.	Show LowSHOW LOW	AZ	85901	N	4803860187
VALLEY STAR AZ, LLC	2080 E FRY BLVD	SIERRA VISTA	AZ	85635 2707856 35	N	5204581809
STARCORP CJ, LLC	13335 W GRAND AVE	SURPRISE	AZ	85374	N	6025467177
VALLEY STAR AZ, LLC	13290 N. PRASADA PKWY	SURPRISE	AZ	85388	N	6026030618
STARCORP CJ, LLC	1210 N SCOTTSDALE RD	TEMPE	AZ	85281	N	4809660554
FRANCIECO., L.P.	8313 W ROOSEVELT ST	TOLLESON	AZ	85353	N	6239361037
STARCORP CJLETO ENTERPRISES, LLC	3289 E1691 W VALENCIA RD	TUCSON	AZ	85706 5952857 46	N	52029535365202944310
LETO ENTERPRISES, LLC	3707 N ORACLE RD	TUCSON	AZ	85705	N	5208884032
LETO ENTERPRISESSTARCORP CJ, LLC	1691 W3289 E VALENCIA RD	TUCSON	AZ	85746 6029857 06	N	52029443105202953536
STARCORP CJ, LLC	7805 E BROADWAY	TUCSON	AZ	85710 3943857 10	YN	5208864354
STARCORP CJ, LLC	1880 E BROADWAY BLVD	TUCSON	AZ	85719 5933857 19	N	5206243302
STARCORP CJ, LLC	6301 E GRANT RD	TUCSON	AZ	85715 3816857 15	YN	5202905018
STARCORP CJ, LLC	1070 E AJO WAY	TUCSON	AZ	85713 5051857 13	YN	5208891347
LETO ENTERPRISES, LLC	3707 N ORACLE RD	TUCSON	AZ	85705 3263	N	5208884032
STARCORP CJ, LLC	615 W CONGRESS ST	TUCSON	AZ	85745 2823857 45	YN	5206220210
VALLEY STAR AZ, LLC	8120 S HOUGHTON RD	TUCSON	AZ	85747 9751857	N	5206631020

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
				47		
LVP QSR 3 DEVELOPMENT (CJ) LLC	19312 N US-93	WHITE HILLS	AZ	86445	N	9284214416
STARCORP CJ, LLC	728 N BISBEE AVE	WILLCOX	AZ	85643	N	5203846154
STARCORP CJ, LLC	1055 N GRAND CANYON BLVD	WILLIAMS	AZ	86046	N	9286358873
STARCORP CJ, LLC	704 MIKE'S PEAK BOULEVARD	WINSLOW	AZ	86047	N	9892892031 92 82892031
CLK 1, LLC	388 W 32ND ST	YUMA	AZ	85364 8128 853 64	N	9287268161
CLK 1, LLC	1020 E. 16TH STREET	YUMA	AZ	85365 2018 853 65	N	9283291711
~~CLK DESERT STAR, LP~~	~~MCAS YUMA BUILDING 965~~	~~YUMA~~	~~AZ~~	~~85365~~	~~N~~	~~7603412992~~
CLK 1, LLC	11274 S FORTUNA RD	YUMA	AZ	85367	N	9282763526
CLK DESERT STAR, LP	MCAS YUMA BUILDING 965	YUMA	AZ	85365	N	9283440249
AKASH RESTAURANTS, LLC	14292 US HIGHWAY 395	ADELANTO	CA	92301 6701 923 01	N	7602464559
BURGER BUDDIES LLC	5709 KANAN RD	AGOURA	CA	91301 1601 913 01	~~Y~~N	8189918403
TWM INDUSTRIES, LP	871 MARINA VILLAGE PARKWAY	ALAMEDA	CA	94501 1035 945 01	Y	5105231464
DFG RESTAURANTS, INC.	2521 W COMMONWEALTH AVE	ALHAMBRA	CA	91803 1308 918 03	N	6264571133
WILES' RESTAURANTS, INC.	23002 ALISO CREEK RD	ALISO VIEJO	CA	92656 1540 926 56	N	9493629689
SDC RESTAURANTS LLC	1263 TAVERN RD	ALPINE	CA	91901 3819 919 01	N	6196590201
ATJ&B LLC	9756 19TH ST	ALTA LOMA	CA	91737 3538 917 37	~~Y~~N	9099876186
BERNARD KARCHER INVESTMENTS, INC.	8225 SANTA ANA CANYON RD	ANAHEIM	CA	92808	N	7146371014
OC BURGER BOYS, LLC	275 S HARBOR BLVD	ANAHEIM	CA	92805 3711 928 05	~~Y~~N	~~714 635 1480~~ 7 146351480

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
OC BURGER BOYS, LLC	2820 E LINCOLN	ANAHEIM	CA	92806-4040928 06	Y N	7146302874
OC BURGER BOYS, LLC	1189 SO STATE COLLEGE BLVD	ANAHEIM	CA	92806-5140928 06	Y N	7145333310
OC BURGER BOYS, LLC	2025 E KATELLA AVE	ANAHEIM	CA	92806-6067928 06	Y N	7143851504
OC BURGER BOYS, LLC	1091 N TUSTIN AVE	ANAHEIM	CA	92807-1710928 07	Y N	7146668934
BERNARD KARCHER INVESTMENTS, INC.	8225 SANTA ANA CANYON RD	ANAHEIM	CA	92808-2270	N	7146371014
AKASH RESTAURANTS, LLC	12271 APPLE VALLEY RD	APPLE VALLEY	CA	92308-1701923 08	Y N	7602404169
CLK 2 D-S, LP	20302 US HIGHWAY 18	APPLE VALLEY	CA	92307-2923923 07	N	7609610915
SENIOR CLASSIC LEASING, LLC	165 E DUARTE RD	ARCADIA	CA	91006-3935910 06	N	6264474840
JLN ENTERPRISES, L.P.	4900 VALLEY WEST BLVD	ARCATA	CA	95521-8301955 21	N	7078229058
CENTRAL COAST STAR, LLC	1590 W. BRANCH STREET	ARROYO GRANDE	CA	93420-1819934 20	Y N	8054817052
PALISADES RESTAURANT GROUP INC.	5631 LAVAL RD	ARVIN	CA	93203	Y N	6618581162
CENTRAL COAST STAR, LLC	7085 EL CAMINO REAL	ATASCADERO	CA	93422-4523934 22	N	8054628092
THE CHOWCHILLA CONNECTION, LLC	1600 BELL LN	ATWATER	CA	95301-9696953 01	Y	2093582567
ZEALOUS BUSINESS GROUP, INC.	2300 GRASS VALLEY HIGHWAY	AUBURN	CA	95603-2554956 03	N	5308238802
SENIOR CLASSIC LEASING, LLC	1190 WEST FOOTHILL BLVD	AZUSA	CA	91702-2818917 02	N	6263345340
MICHAEL RAZIPOUR, MOREY MIRKAZEMI, GLORIA LOCSIN	56335 MOJAVE POINTE	BAKER	CA	92309	N	7607331014
CJB RESTAURANTS, LLC	815 REAL ROAD	BAKERSFIELD	CA	93309-1001933	N	6613230296

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
				09		
CJB RESTAURANTS, LLC	2412 MING AVE	BAKERSFIELD	CA	93304-4536933 04	N	6618348646
CJB RESTAURANTS, LLC	9000 MING AVE	BAKERSFIELD	CA	93311-1325933 11	Y	6616652396
CJB RESTAURANTS, LLC	2930 F STREET	BAKERSFIELD	CA	93301-1820933 01	N	6613222851
CJB RESTAURANTS, LLC	3901 AUBURN AVENUE	BAKERSFIELD	CA	93306-2201933 06	Y	6618715152
CJB RESTAURANTS, LLC	9500 BRIMHALL RD	BAKERSFIELD	CA	93312-2232933 12	¥N	6615874859
CJB RESTAURANTS, LLC	4520 COFFEE ROAD	BAKERSFIELD	CA	93308-5025933 08	¥N	6615879085
CJB RESTAURANTS, LLC	3501 PANAMA LN	BAKERSFIELD	CA	93313-3586933 13	Y	6618338414
CJB RESTAURANTS, LLC	4800 WHITE LANE	BAKERSFIELD	CA	93309-6371933 09	N	6613989510
CJB RESTAURANTS, LLC	5555 GOSFORD RD	BAKERSFIELD	CA	93309	¥N	6616651709
CJB RESTAURANTS, LLC	3520 ROSEDALE HIGHWAY	BAKERSFIELD	CA	93308-6229933 08	¥N	6613232641
CJB RESTAURANTS, LLC	2400 WHITE LANE	BAKERSFIELD	CA	93304-6919933 04	¥N	6618363181
CJB RESTAURANTS, LLC	101 S UNION AVE	BAKERSFIELD	CA	93307-3392933 07	N	6618630273
SENIOR CLASSIC LEASING, LLC	14080 FRANCISQUITO	BALDWIN PARK	CA	91706-5906917 06	N	6269622911
MURPHY'S STAR, INC.	1888 W RAMSEY	BANNING	CA	92220-4270922 20	N	9518495541
MURPHY'S STAR, INC.	300 S HIGHLAND SPRINGS AVE BLDG 4	BANNING	CA	92220-6505922 20	N	9517691378
AKASH RESTAURANTS, LLC	1530 E MAIN STREET	BARSTOW	CA	92311-3230923 11	¥N	7602568117
AKASH RESTAURANTS, LLC	2856 LENWOOD ROAD	BARSTOW	CA	92311-9589923 11	¥N	7602534846

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
APRO, LLC	5990 E. 2ND STREET	BENICIA	CA	94510-1003945 10	N	7077459383
CLK 2, LLC	40050 WASHINGTON	BERMUDA DUNES	CA	92203-9201922 03	N	7603455677
CLK 5, LLC	PO BOX 1742 (41717 BIG BEAR BL)	BIG BEAR LAKE	CA	92315-1742923 15	N	9098669672
WILES' RESTAURANTS, INC.	768 N MAIN ST	BISHOP	CA	93514-2428935 14	N	7608734090
WEST COAST PETROLEUM, INC.	3610 S RIVERSIDE AVE	BLOOMINGTON	CA	92316-3535923 16	Y	9518245199
CLK 2, LLC	160 S LOVEKIN	BLYTHE	CA	92225-2505922 25	N	7609223500
FRANCIECO., L.P.	27201 BORON FRONTAGE	BORON	CA	93516	N	6613856020
CLK 5, LLC	115 MAIN ST	BRAWLEY	CA	92227-2348922 27	N	7603446363
BRENTWOOD STAR, LLC	6291 LONE TREE WAY	BRENTWOOD	CA	94513-5255945 13	N	9253087010
CENTRAL COAST STAR, LLC	208 E. HIGHWAY 246	BUELLTON	CA	93427-9654934 27	N	8056931125
OC BURGER BOYS, LLC	6002 BEACH BLVD	BUENA PARK	CA	90621-2301906 21	N	7145237240
OC BURGER BOYS, LLC	8991 KNOTT AVE	BUENA PARK	CA	90620-4136906 20	~~Y~~N	7148277210
OC BURGER BOYS, LLC	8361 LA PALMA	BUENA PARK	CA	90620-3207906 20	~~Y~~N	7145211865
SUN GIR, INC.	1320 N. SAN FERNANDO ROAD	BURBANK	CA	91504-4235915 04	N	8188453396
~~RAZIPOUR, MIRKAZEMI, KHAJVAND~~	~~20640 TRACY AVE~~	~~BUTTONWILLOW~~	~~CA~~	~~93206-9782~~	~~N~~	~~6617646302~~
CLK 2, LLC	221 W BIRCH ST	CALEXICO	CA	92231-2348922 31	N	7603573717
CLK 3 D-S, LP	1164 CALIMESA BLVD	CALIMESA	CA	92320-1509923 20	N	9094460522
BTO INVESTMENTS	4065 CAMERON PARK DR	CAMERON PARK	CA	95682-8409956	N	5306777539

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SENIOR CLASSIC LEASING, LLC	20105 SATICOY	CANOGA PARK	CA	91306-250691306	N	8187090689
SENIOR CLASSIC LEASING, LLC	21201 SHERMAN WAY	CANOGA PARK	CA	91303-151391303	N	8187160599
SENIOR CLASSIC LEASING, LLC	20900 ROSCOE BLVD	CANOGA PARK	CA	91304-430891304	N	8187008584
BURGER BUDDIES LLC	18950 SOLEDAD CANYON RD	CANYON COUNTRY	CA	91351-336091351	N	6612524114
SDC RESTAURANTS LLC	950 CARLSBAD VILLAGE DR	CARLSBAD	CA	92008-180192008	N	7607297258
SDC RESTAURANTS LLC	2608 EL CAMINO REAL	CARLSBAD	CA	92008-121492008	N	7607295584
SDC RESTAURANTS LLC	925 PALOMAR AIRPORT RD	CARLSBAD	CA	92011-111092011	N	7604381132
AMS RESTAURANTS, LLC	5935 MADISON AVENUE	CARMICHAEL	CA	95608-051995608	N	9163487735
CENTRAL COAST STAR, LLC	4610 CARPINTERIA AVE	CARPINTERIA	CA	93013-181493013	N	8056844079
~~PALISADES RESTAURANT GROUP INC.~~	~~21703 S AVALON BLVD~~	~~CARSON~~	~~CA~~	~~90745-3302~~	~~N~~	~~3105498632~~
OC BURGER BOYS, LLC	17450 AVALON BLVD	CARSON	CA	90746-156090746	Y	3103236855
OC BURGER BOYS, LLC	1881 E DEL AMO BLVD	CARSON	CA	90746-293990746	Y	3107632744
PALISADES RESTAURANT GROUP INC.	21703 S AVALON BLVD	CARSON	CA	90745	N	3105498632
PALISADES RESTAURANT GROUP INC.	31412 RIDGE ROUTE	CASTAIC	CA	91384-330091384	~~Y~~N	6612573747
CLK 3, LLC	32-250 DATE PALM DR	CATHEDRAL CITY	CA	92234-430992234	N	7603289875
MODESTO RESTAURANT GROUP, LLC	2420 MITCHELL RD	CERES	CA	95307-283795307	N	2095372277
SENIOR CLASSIC LEASING,	9861 DESOTO AVE	CHATSWORTH	CA	91311-4412913	N	8189980188

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LLC				11		
JLN ENTERPRISES, L.P.	2516 ESPLANADE	CHICO	CA	95926-1111959 26	N	5308932908
JLN ENTERPRISES, L.P.	1940 EAST 20TH ST	CHICO	CA	95928-6342959 28	N	5303459643
AKASH RESTAURANTS, LLC	12005 CENTRAL AVE	CHINO	CA	91710-1908917 10	Y N	9096282787
ATJ&B LLC	7069 SCHAEFER AVE	CHINO	CA	91710-9110917 10	Y	9093648013
ATJ&B LLC	3880 GRAND AVE	CHINO	CA	91710-5419917 10	Y N	9095915393
ATJ&B LLC	4200 CHINO HILLS PKWY	CHINO HILLS	CA	91709-3777917 09	Y N	9093937820
THE CHOWCHILLA CONNECTION, LLC	125 S CHOWCHILLA BLVD	CHOWCHILLA	CA	93610-9301936 10	Y	5596657136
SDC RESTAURANTS LLC	996 THIRD AVE	CHULA VISTA	CA	91911-2003919 11	N	6194266786
SDC RESTAURANTS LLC	2097 OLYMPIC PKWY	CHULA VISTA	CA	91915-1356919 15	N	6194219257
SDC RESTAURANTS LLC	695 H ST	CHULA VISTA	CA	91910	N	6194764420
SDC RESTAURANTS LLC	1100 BROADWAY	CHULA VISTA	CA	91911-2707919 11	N	6194261609
SDC RESTAURANTS LLC	1487 E H ST	CHULA VISTA	CA	91910-6823919 10	N	6194822210
AMS RESTAURANTS, LLC	7570 SUNRISE BLVD	CITRUS HEIGHTS	CA	95610-3001956 10	Y N	9167260800
AMS RESTAURANTS, LLC	7400 GREENBACK LANE	CITRUS HEIGHTS	CA	95610-5604956 10	N	9167221295
AMS RESTAURANTS, LLC	6400 ANTELOPE ROAD	CITRUS HEIGHTS	CA	95621-1045956 21	N	9167252521
PALISADES RESTAURANT GROUP INC.	5501 TELEGRAPH RD	CITY OF COMMERCE	CA	90040-1511900 40	N	3237251386
DFG RESTAURANTS, INC.	13151 CROSSROADS PKWY S	CITY OF INDUSTRY	CA	91746	N	5626952510

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SENIOR CLASSIC LEASING, LLC	210 S HACIENDA BLVD	CITY OF INDUSTRY	CA	91745-1103 91745	N	6263307118
SENIOR CLASSIC LEASING, LLC	19782 EAST WALNUT NORTH	CITY OF INDUSTRY	CA	91789-2831 91789	N	9095956954
DFG RESTAURANTS, INC.	13151 CROSSROADS PKWY S	CITY OF INDUSTRY	CA	91746-3422	N	5626952510
TWM INDUSTRIES, LP	1530 KIRKER PASS ROAD	CLAYTON	CA	94517-1072 94517	N	9256729324
THIRD STAR INVESTMENTS, LLC	15895 DAM ROAD EXT	CLEARLAKE	CA	95422-9359 95422	N	7079951809
TWM/FRESNO, LLC	1125 HERNDON AVE	CLOVIS	CA	93612-0409 93612	N	5593251368
TWM/FRESNO, LLC	1930 CLOVIS AVE	CLOVIS	CA	93612-2712 93612	Y	5592987200
TWM/FRESNO, LLC	818 W. SHAW AVENUE	CLOVIS	CA	93612-3201 93612	Y	5593480446
CLK 3, LLC	50-087 HARRISON ST	COACHELLA	CA	92236-1474 92236	N	7603986636
CLK 3, LLC	45761 DILLON RD STE B	COACHELLA	CA	92236-2001 92236	N	7608635862
CENTRAL CALIFORNIA CONNECTION, LLC	25167 W DORRIS AVE	COALINGA	CA	93210-9723 93210	N	5599352980
DMF STAR, INC.	1180 S MOUNT VERNON AVE	COLTON	CA	92324-4220 92324	N	9098248003
3 BROTHERS PLAZA, LLC	844 BRIDGE STREET	COLUSA	CA	95932	N	7073491418
BURGER BUDDIES LLC	1400 E ROSECRANS AVE	COMPTON	CA	90221-2204 90221	N	3106326359
PALISADES RESTAURANT GROUP INC.	1931 W ARTESIA BLVD	COMPTON	CA	90220-5309 90220	N	3106325103
B & J, LLC	1865 W 6TH STREET	CORONA	CA	92882-2957 92882	N	9517342880
B & J, LLC	230 W FOOTHILL PKWY	CORONA	CA	92882	N	9517380809
BERNARD KARCHER	2199 SAMPSON	CORONA	CA	92879-6011 928	N	9512797072

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INVESTMENTS, INC.				79		
BERNARD KARCHER INVESTMENTS, INC.	23740 TEMESCAL CANYON RD	CORONA	CA	92883-766792883	N	9512772619
B & J, LLC	230 W FOOTHILL PKWY	CORONA	CA	92882-8540	N	9517380809
OC BURGER BOYS, LLC	1550 ADAMS BLVD	COSTA MESA	CA	92626-380492626	N	7145454194
SENIOR CLASSIC LEASING, LLC	573 N AZUSA AVE	COVINA	CA	91722-350291722	N	6263312064
OC BURGER BOYS, LLC	6947 KATELLA AVE	CYPRESS	CA	90630-510990630	YN	7142204977
OC BURGER BOYS, LLC	5930 CERRITOS AVENUE	CYPRESS	CA	90630-4707	Y	7145277443
TWM INDUSTRIES, LP	2434 JUNIPERO SERRA BLVD	DALY CITY	CA	94015-163294015	Y	6509949009
WILES' RESTAURANTS, INC.	34312 PACIFIC COAST HWY	DANA POINT	CA	92629-291192629	N	9496613955
AMS RESTAURANTS, LLC	1616 COVELL BLVD.	DAVIS	CA	95616-1362	Y	5307581050
AMS RESTAURANTS, LLC	1701 COWELL BLVD	DAVIS	CA	95681-638595681	N	5307561626
KRP STAR, LP	612 CECIL AVE	DELANO	CA	93215	N	6617212106
CLK 2, LLC	13010 PALM DR	DESERT HOT SPRINGS	CA	92240-594792240	N	7603290120
SENIOR CLASSIC LEASING, LLC	141 S DIAMOND BAR BLVD	DIAMOND BAR	CA	91765-160491765	N	9098617136
CENTRAL CALIFORNIA CONNECTION, LLC	904 W EL MONTE WAY	DINUBA	CA	93618-917093618	Y	5595959137
STRZ4US, INC.	125 GATEWAY PLZ	DIXON	CA	95620-921495620	N	7076781372
BURGER BUDDIES LLC	7200 FIRESTONE BLVD	DOWNEY	CA	90241-410790241	Y	5629270129
OC BURGER BOYS, LLC	9110 IMPERIAL HIGHWAY	DOWNEY	CA	90242-280990242	Y	5629237446
SENIOR CLASSIC LEASING, LLC	1302 HUNTINGTON DRIVE	DUARTE	CA	91010-252691010	N	6263036319

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HARSHAD & NASIR CORPORATION	5633 N. WHITTIER BLVD.	EAST LOS ANGELES	CA	90022-4105900 22	N	3237245488
SDC RESTAURANTS LLC	624 FLETCHER PKWY	EL CAJON	CA	92020-2515920 20	N	6194475452
SDC RESTAURANTS LLC	520 N SECOND STREET	EL CAJON	CA	92021-6448920 21	N	6195797083
CLK 4, LLC	1498 ADAMS AVE	EL CENTRO	CA	92243-2010922 43	N	7603535633
SENIOR CLASSIC LEASING, LLC	3832 PECK ROAD	EL MONTE	CA	91732-2241917 32	N	6263501642
OC BURGER BOYS, LLC	639 N. SEPULVEDA BLVD.	EL SEGUNDO	CA	90245-3423902 45	Y	3103221318
AMS RESTAURANTS, LLC	8140 SHELDON RD	ELK GROVE	CA	95758-5963957 58	N	9166818923
AMS RESTAURANTS, LLC	8401 ELK GROVE FLORIN RD	ELK GROVE	CA	95624-9518956 24	~~Y~~N	9166814038
AMS RESTAURANTS, LLC	8722 ELK GROVE BLVD	ELK GROVE	CA	95624-1737956 24	N	9166851642
AMS RESTAURANTS, LLC	9664 BRUCEVILLE RD	ELK GROVE	CA	95757-5950957 57	N	9167142476
AMS RESTAURANTS, LLC	2609 W TARON CT	ELK GROVE	CA	95757-8401957 57	N	9167145660
SDC RESTAURANTS LLC	1137 REGAL RD	ENCINITAS	CA	92024-4639920 24	N	7604368660
SDC RESTAURANTS LLC	435 W 13TH AVE	ESCONDIDO	CA	92025-5709920 25	N	7607413129
SDC RESTAURANTS LLC	1280 EAST VALLEY PARKWAY	ESCONDIDO	CA	92027-2310920 27	N	7607476116
~~SDC RESTAURANTS LLC~~	~~555 WEST MISSION AVE.~~	~~ESCONDIDO~~	~~CA~~	~~92025-1608~~	~~N~~	~~7604898757~~
SDC RESTAURANTS LLC	1288 AUTO PARK WAY	ESCONDIDO	CA	92029-2232920 29	N	7607437571
JLN ENTERPRISES, L.P.	3160 SO BROADWAY	EUREKA	CA	95501-3806955 01	N	7074421690
STRZ4US, INC.	2380 N TEXAS ST	FAIRFIELD	CA	94533-2140945	N	7074256993

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~~STRZ4US, INC.~~	~~4400 CENTRAL PL~~	~~FAIRFIELD~~	~~CA~~	~~94534-1670~~	~~N~~	~~7078642122~~
SDC RESTAURANTS LLC	1137 SO. MISSION ROAD	FALLBROOK	CA	~~92028-3222~~92028	N	7607233530
BURGER BUDDIES LLC	754 W VENTURA ST	FILLMORE	CA	~~93015-1835~~93015	~~Y~~N	8055243988
~~AMS RESTAURANTS, LLC~~	~~2515 IRON POINT RD~~	~~FOLSOM~~	~~CA~~	~~95630-8708~~	~~N~~	~~9169830461~~
BTO INVESTMENTS	9500 GREENBACK LN #54	FOLSOM	CA	~~95630-2091~~95630	N	9169889011
BTO INVESTMENTS	1016 E BIDWELL ST	FOLSOM	CA	~~95630-5552~~95630	N	9169839260
AKASH RESTAURANTS, LLC	16565 SIERRA LAKES PKWY	FONTANA	CA	~~92336-1256~~92336	~~Y~~N	9094282704
TWM-VFR	1140 TRITON DRIVE	FOSTER CITY	CA	~~94404-1218~~94404	Y	6503491221
OC BURGER BOYS, LLC	17085 BROOKHURST ST	FOUNTAIN VALLEY	CA	~~92708-3601~~92708	N	7149650293
OC BURGER BOYS, LLC	16101 HARBOR BLVD	FOUNTAIN VALLEY	CA	92708	Y	7148398506
CENTRAL CALIFORNIA CONNECTION, LLC	326 E MERCED ST	FOWLER	CA	~~93625-2517~~93625	Y	5598342486
TRI STAR FOODS, LLC	1901 FREEDOM BLVD	FREEDOM	CA	~~95019-2819~~95019	Y	8317226920
UNITED INVESTMENT SOLUTIONS, INC.	37000 FREMONT	FREMONT	CA	~~94536-3604~~94536	N	~~5107932581~~5104932359
UNITED INVESTMENT SOLUTIONS, INC.	46637 MISSION BLVD	FREMONT	CA	~~94539-7994~~94539	N	5106567642
TWM/FRESNO, LLC	3983 N BLACKSTONE	FRESNO	CA	~~93726-3804~~93726	N	5592252428
TWM/FRESNO, LLC	217 N ABBY	FRESNO	CA	~~93701-1904~~93701	N	5592680069
TWM/FRESNO, LLC	5275 W SHAW AVE	FRESNO	CA	~~93722-5031~~93722	Y	5592756526

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TWM/FRESNO, LLC	1588 N FIRST STREET	FRESNO	CA	93703-4023937 03	Y	5594851705
TWM/FRESNO, LLC	6767 N FIRST ST	FRESNO	CA	93710-3934937 10	Y	5594321477
TWM/FRESNO, LLC	5007 E. MCKINLEY	FRESNO	CA	93727-1967937 27	N	5592514500
TWM/FRESNO, LLC	3820 N CEDAR AVE	FRESNO	CA	93726-5263937 26	Y	5592250288
TWM/FRESNO, LLC	2590 SOUTH EAST AVENUE	FRESNO	CA	93706-5103937 06	Y	5592378113
TWM/FRESNO, LLC	3092 WEST SHAW AVENUE	FRESNO	CA	93711-3217937 11	N	5592760196
TWM/FRESNO, LLC	5625 E. KINGS CANYON ROAD	FRESNO	CA	93727-4641937 27	Y	5594548379
TWM/FRESNO, LLC	1611 N. BLACKSTONE AVE.	FRESNO	CA	93703-2907937 03	N	5592660386
TWM/FRESNO, LLC	1052 E SHAW	FRESNO	CA	93710-7807937 10	N	5592218990
TWM/FRESNO, LLC	7646 N BLACKSTONE AVE	FRESNO	CA	93720-4300937 20	N	5592612760
TWM/FRESNO, LLC	8873 N CHESTNUT AVE	FRESNO	CA	93720-5367937 20	Y	5593248740
TWM/FRESNO, LLC	6003 N FIGARDEN DR	FRESNO	CA	93722-3226937 22	N	5502763754
TWM/FRESNO, LLC	3015 W CLINTON AVE	FRESNO	CA	93722	N	5592751024
ATJ&B LLC	3240 YORBA LINDA BLVD	FULLERTON	CA	92831-1707928 31	YN	7145285910
CSU FULLERTON AUXILIARY SERVICES CORPORATION	800 N STATE COLLEGE BLVD	FULLERTON	CA	92831	N	6572783880
OC BURGER BOYS, LLC	222 N EUCLID	FULLERTON	CA	92832-1621928	YN	7148707432

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OC BURGER BOYS, LLC	4010 N HARBOR BLVD	FULLERTON	CA	92835-1037928 35	YN	7144410701
OC BURGER BOYS, LLC	1070 EAST BASTANCHURY ROAD	FULLERTON	CA	92835-2790928 35	YN	7142561154
CSU FULLERTON AUXILIARY SERVICES CORPORATION	800 N STATE COLLEGE BLVD	FULLERTON	CA	92831-3547	N	6572783880
WOMAR, INCORPORATED	1065 C STREET	GALT	CA	95632-1700956 32	Y	2097456843
OC BURGER BOYS, LLC	10012 WESTMINSTER AVE	GARDEN GROVE	CA	92843-4721928 43	YN	7145341412
OC BURGER BOYS, LLC	9917 CHAPMAN AVE	GARDEN GROVE	CA	92841-2712928 41	YN	7146368456
OC BURGER BOYS, LLC	6022 CHAPMAN AVE	GARDEN GROVE	CA	92845-1736928 45	Y	7148912773
BURGER BUDDIES LLC	1401 W. ARTESIA BLVD	GARDENA	CA	90248-3207	Y	3103244562
TRI STAR FOODS, LLC	5880 MONTEREY RD	GILROY	CA	95020-8032950 20	YN	4088485295
SUN GIR, INC.	1124 W GLENOAKS BLVD	GLENDALE	CA	91202-2606912 02	N	8182434084
SENIOR CLASSIC LEASING, LLC	810 S GRAND	GLENDORA	CA	91740-4806917 40	N	6269634010
CENTRAL COAST STAR, LLC	5820 CALLE REAL	GOLETA	CA	93117-2314931 17	N	8056810584
PALISADES RESTAURANT GROUP INC.	49669 GORMAN POST RD	GORMAN	CA	93243	YN	6612486738
CENTRAL CALIFORNIA CONNECTION, LLC	6670 BETTY DR	GOSHEN	CA	93291	N	5593720776
SENIOR CLASSIC LEASING, LLC	16815 DEVONSHIRE ST	GRANADA HILLS	CA	91344-7405913 44	N	8183685177
SENIOR CLASSIC LEASING, LLC	18090 W CHATSWORTH ST	GRANADA HILLS	CA	91344-5607913 44	N	8183606125
AMS RESTAURANTS, LLC	8477 SIERRA COLLEGE BLVD	GRANITE BAY	CA	95746	N	9167972775

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CZM Restaurants, Inc.	729 TAYLORVILLE RD	GRASS VALLEY	CA	95949-771395949	N	5304775649
DMF RESTAURANTS LLC	369 WALNUT AVE	GREENFIELD	CA	93927	N	8316745818
CENTRAL CALIFORNIA CONNECTION, LLC	840 WEST LACEY BLVD	HANFORD	CA	93230-438293230	Y	5595836124
PALISADES RESTAURANT GROUP INC.	840 SEPULVEDA BLVD	HARBOR CITY	CA	90710-160590710	N	3105490969
OC BURGER BOYS, LLC	14208 HAWTHORNE BLVD	HAWTHORNE	CA	90250-700890250	Y	3106752129
OC BURGER BOYS, LLC	5315 ROSECRANS	HAWTHORNE	CA	90250-662290250	N	3106436330
STAR BY THE BAY, INC.	27467 HESPERIAN BLVD	HAYWARD	CA	94545-425894545	N	5107863440
STAR BY THE BAY, INC.	20550 MISSION BLVD	HAYWARD	CA	94541-181594541	N	5103170328
THIRD STAR INVESTMENTS, LLC	1037 VINE ST	HEALDSBURG	CA	95448-482995448	N	7074318762
CLK 2 D-S, LP	43350 FLORIDA AVE	HEMET	CA	92544-522092544	N	9519279978
CLK 2 D-S, LP	510 N SAN JACINTO ST	HEMET	CA	92543-310692543	N	9519292347
CLK 2 D-S, LP	15669 MAIN ST	HESPERIA	CA	92345-348092345	N	7609565652
CLK 3 D-S, LP	14717 BEAR VALLEY RD	HESPERIA	CA	92345-160892345	N	7609490128
CLK 3, LLC	7261 BOULDER AVE	HIGHLAND	CA	92346-338992346	N	9098640894
OC BURGER BOYS, LLC	6882 WARNER	HUNTINGTON BEACH	CA	92647-530492647	N	7148427666
OC BURGER BOYS, LLC	19512 BEACH BLVD	HUNTINGTON BEACH	CA	92648-290392648	~~Y~~N	7149687374
OC BURGER BOYS, LLC	9022 ADAMS	HUNTINGTON BEACH	CA	92646-340292646	N	7149681934
OC BURGER BOYS, LLC	16031 BOLSA CHICA	HUNTINGTON	CA	92649-240692649	Y	7148462422

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		BEACH		49		
OC BURGER BOYS, LLC	19125 GOLDENWEST ST	HUNTINGTON BEACH	CA	92648-2152926 48	Y	7143748505
OC BURGER BOYS, LLC	8271 WARNER AVE	HUNTINGTON BEACH	CA	92647-6040926 47	Y	7148481206
PALISADES RESTAURANT GROUP INC.	2401 E FLORENCE AVENUE	HUNTINGTON PARK	CA	90255-5726902 55	N	3235884718
SDC RESTAURANTS LLC	700 13TH STREET	IMPERIAL BEACH	CA	91932-2308919 32	N	6194235025
CLK 5, LLC	81770 US HIGHWAY 111	INDIO	CA	92201-5432922 01	N	7603474479
CLK DESERT STAR, LP	42225 JACKSON ST	INDIO	CA	92203	N	7603476149
OC BURGER BOYS, LLC	3300 W CENTURY BLVD	INGLEWOOD	CA	90303-1305903 03	Y	3106722742
OC BURGER BOYS, LLC	18032 CULVER DR	IRVINE	CA	92612-2701926 12	N	9497860612
OC BURGER BOYS, LLC	17971 MACARTHUR BLVD	IRVINE	CA	92614-6505926 14	N	9492500210
OC BURGER BOYS, LLC	55 TECHNOLOGY WEST	IRVINE	CA	92618-2346926 18	YN	9497271491
OC BURGER BOYS, LLC	4960 BARRANCA PARKWAY	IRVINE	CA	92604-4629926 04	YN	9495590882
OC BURGER BOYS, LLC	4770 IRVINE BLVD	IRVINE	CA	92620-1909926 20	YN	7148326357
OC BURGER BOYS, LLC	6324 IRVINE BLVD	IRVINE	CA	92620-2102926 20	YN	9494511679
SONORA STAR, INC.	11230 PROSPECT DR	JACKSON	CA	95642	YN	2092571938
TWM/FRESNO, LLC	15005 W WHITESBRIDGE AVE	KERMAN	CA	93630-1013936 30	Y	5598466871
CENTRAL CALIFORNIA CONNECTION, LLC	33300 HUBERT WAY	KETTLEMAN CITY	CA	93239	N	5593865355
DMF RESTAURANTS LLC	570 CANAL STREET	KING CITY	CA	93930-3446939	N	8313855138

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
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CENTRAL CALIFORNIA CONNECTION, LLC	949 SIERRA STREET	KINGSBURG	CA	93631-1512936 31	Y	5598978719
ATJ&B LLC	701 S BEACH BLVD	LA HABRA	CA	90631-6415906 31	Y	5626942808
SDC RESTAURANTS LLC	8110 PARKWAY DR	LA MESA	CA	91942-2409919 42	N	6196982920
ATJ&B LLC	15226 E ROSECRANS	LA MIRADA	CA	90638-4735906 38	N	7145233373
OC BURGER BOYS, LLC	5012 LA PALMA	LA PALMA	CA	90623-1624906 23	YN	5629240988
CLK 5, LLC	78672 HIGHWAY 111	LA QUINTA	CA	92253-2048922 53	N	7607711330
SENIOR CLASSIC LEASING, LLC	1400 FOOTHILL BLVD	LA VERNE	CA	91750-3450917 50	N	9095962814
OC BURGER BOYS, LLC	23002 LAKE FOREST DR	LAGUNA HILLS	CA	92653-1319926 53	YN	9497688001
WILES' RESTAURANTS, INC.	24901 ALICIA PKWY	LAGUNA HILLS	CA	92653-4622926 53	N	9499513043
BERNARD KARCHER INVESTMENTS, INC.	251 DIAMOND DR	LAKE ELSINORE	CA	92530-4466925 30	N	9516740580
OC BURGER BOYS, LLC	20552 LAKE FOREST DRIVE	LAKE FOREST	CA	92630-7740926 30	YN	9498308929
OC BURGER BOYS, LLC	2710 DEL AMO	LAKEWOOD	CA	90712-2902907 12	YN	5624221463
PALISADES RESTAURANT GROUP INC.	5601 WOODRUFF AVE	LAKEWOOD	CA	90713-1129907 13	N	5628676369
RWZ RESTAURANTS, LLC	852 W AVENUE L	LANCASTER	CA	93534-7159935 34	Y	6619483165
RWZ RESTAURANTS, LLC	44361 N SIERRA HWY	LANCASTER	CA	93534-4309935 34	Y	6619486314
RWZ RESTAURANTS, LLC	1511 W AVENUE K	LANCASTER	CA	93534-5927935	Y	6619486188

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
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RWZ RESTAURANTS, LLC	44400 VALLEY CENTRAL WAY	LANCASTER	CA	93536-652893536	Y N	6619408418
RWZ RESTAURANTS, LLC	2114 E. AVENUE J	LANCASTER	CA	93535	N	6617261405
MODESTO RESTAURANT GROUP, LLC	200 E LOUISE AVE	LATHROP	CA	95330-909395330	Y	2098584894
SDC RESTAURANTS LLC	7162 BROADWAY	LEMON GROVE	CA	91945-140191945	N	6194640474
AMS RESTAURANTS, LLC	101 FERRARI RANCH RD	LINCOLN	CA	95648-741395648	Y	9162533451
HUNDAL FOODS, INC.	875 E. STANLEY BLVD	LIVERMORE	CA	94550-400894550	N	9254431565
HUNDAL FOODS, INC.	2860 KITTY HAWK RD	LIVERMORE	CA	94551-766694551	N	9254491876
THE CHOWCHILLA CONNECTION, LLC	443 JOSEPH GALLO CT	LIVINGSTON	CA	95334-920495334	Y	2093947682
AMS RESTAURANTS, LLC	6301 W BANNER RD	LODI	CA	95242-919195242	Y N	2093662206
WOMAR, INCORPORATED	820 W. KETTLEMAN LANE	LODI	CA	95240-605295240	N	2093331288
DMF STAR, INC.	25536 BARTON RD	LOMA LINDA	CA	92354-310992354	Y N	9094789834
BURGER BUDDIES LLC	1752 PACIFIC COAST HIGHWAY	LOMITA	CA	90717-272090717	Y	3103263036
CENTRAL COAST STAR, LLC	625 N H ST	LOMPOC	CA	93436-451893436	Y	8057351016
WILES' RESTAURANTS, INC.	401 N MAIN ST	LONE PINE	CA	93545	N	7608761035
APRO, LLC	1670 W PACIFIC COAST HWY	LONG BEACH	CA	90810	N	5629837827
BURGER BUDDIES LLC	1212 N BELLFLOWER BLVD	LONG BEACH	CA	90815-414890815	N	5629851883
OC BURGER BOYS, LLC	2920 N BELLFLOWER	LONG BEACH	CA	90815-1149908	Y N	5624211050

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
	BLVD			15		
OC BURGER BOYS, LLC	2100 E CARSON ST	LONG BEACH	CA	90807-304290807	N	5624929984
OC BURGER BOYS, LLC	6601 ATLANTIC AVE	LONG BEACH	CA	90805	N	5624239539
PALISADES RESTAURANT GROUP INC.	700 LONG BEACH BLVD	LONG BEACH	CA	90813-441790813	YN	5624327502
PALISADES RESTAURANT GROUP INC.	7201 CARSON ST	LONG BEACH	CA	90808-235990808	N	5626270979
PALISADES RESTAURANT GROUP INC.	271 EAST WILLOW STREET	LONG BEACH	CA	90806-262390806	N	5629819192
OC BURGER BOYS, LLC	6601 ATLANTIC AVE	LONG BEACH	CA	90805-1409	N	5624239539
APRO, LLC	1670 W PACIFIC COAST HWY	LONG BEACH	CA	90810-4027	Y	5629837827
PALISADES RESTAURANT GROUP INC.	4511 E PACIFIC COAST HWY	LONG BEACH	CA	90804	N	5624944356
TWM INDUSTRIES, LP	5000 EL CAMINO REAL	LOS ALTOS	CA	94022-150094022	Y	6509659002
AREAS USA LAX, LLC	TERMINAL 8, SP 8E, LAX, 1 WORLD WAY	LOS ANGELES	CA	90045	N	2135031805
ATJ&B LLC	3500 WILSHIRE BLVD.	LOS ANGELES	CA	90010	N	2133866902
BARNES, JACOB & BARNES, ZURI	254 S BROADWAY	LOS ANGELES	CA	90012	N	2136251357
BARNES, JACOB & BARNES, ZURI	229 W 7TH STREET	LOS ANGELES	CA	90014	N	2136241315
BEHNAM H. RODD	5800 OBAMA BLVD	LOS ANGELES	CA	90016	N	3105580297
BURGER BUDDIES LLC	308 WESTWOOD PLAZA	LOS ANGELES	CA	90095	N	3108241497
NEW HORIZON FOODS, LLC	2110 W 7TH ST	LOS ANGELES	CA	90057	N	2137007684
NON TRADITIONAL FOODS, INC.	5151 STATE UNIVERSITY DR	LOS ANGELES	CA	90032	N	3233436780
PALISADES RESTAURANT GROUP INC.	1005 S FAIRFAX AVE	LOS ANGELES	CA	90019-440290019	YN	3239354122
PALISADES RESTAURANT GROUP INC.	1751 S SOTO ST	LOS ANGELES	CA	90023-264190023	N	3232644232

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
~~ATJ&B LLC~~	~~3500 WILSHIRE BLVD.~~	~~LOS ANGELES~~	~~CA~~	~~90010-2309~~	~~N~~	~~2133866902~~
~~PALISADES RESTAURANT GROUP INC.~~	~~2912 S FIGUEROA~~	~~LOS ANGELES~~	~~CA~~	~~90007-3709~~	~~N~~	~~2137475801~~
PALISADES RESTAURANT GROUP INC.	2320 E 4TH ST	LOS ANGELES	CA	~~90033-4306~~90033	N	3232622603
~~BURGER BUDDIES LLC~~	~~308 WESTWOOD PLAZA~~	~~LOS ANGELES~~	~~CA~~	~~90095-8355~~	~~N~~	~~3108241497~~
~~BEHNAM H. RODD~~	~~5800 OBAMA BLVD~~	~~LOS ANGELES~~	~~CA~~	~~90016-4406~~	~~N~~	~~3105580297~~
RAZIPOUR, MICHAEL	1001 W MARTIN LUTHER KING JR	LOS ANGELES	CA	~~90037-1816~~90037	N	3237668290
RAZIPOUR, MICHAEL	11224 S WESTERN AVE	LOS ANGELES	CA	~~90047-4800~~90047	N	3232420011
SENIOR CLASSIC LEASING, LLC	3215 N BROADWAY	LOS ANGELES	CA	~~90031-2801~~90031	N	3234418878
~~NON TRADITIONAL FOODS, INC.~~	~~5151 STATE UNIVERSITY DR~~	~~LOS ANGELES~~	~~CA~~	~~90032-4226~~	~~N~~	~~3233436780~~
~~BARNES, JACOB & BARNES, ZURI~~	~~254 S BROADWAY~~	~~LOS ANGELES~~	~~CA~~	~~90012~~	~~N~~	~~2136251357~~
~~AREAS USA LAX, LLC~~	~~TERMINAL 8, SP 8E, LAX, 1 WORLD WAY~~	~~LOS ANGELES~~	~~CA~~	~~90045~~	~~N~~	~~2135031805~~
~~NEW HORIZON FOODS, LLC~~	~~2110 W 7TH ST~~	~~LOS ANGELES~~	~~CA~~	~~90057~~	~~Y~~	~~2137007684~~
~~BARNES, JACOB & BARNES, ZURI~~	~~229 W 7TH STREET~~	~~LOS ANGELES~~	~~CA~~	~~90014~~	~~N~~	~~2136241315~~
THE CHOWCHILLA CONNECTION, LLC	1551 W PACHECO BLVD	LOS BANOS	CA	~~93635-8505~~93635	Y	2098274533
THE CHOWCHILLA CONNECTION, LLC	1941 E PACHECO BLVD	LOS BANOS	CA	~~93635-4936~~93635	Y	2098273567
RAZIPOUR, MIRKAZEMI, KHAJVAND	21937 HIGHWAY 46	LOST HILLS	CA	~~93249-9733~~93249	~~Y~~N	6617972542
THE CHOWCHILLA CONNECTION, LLC	301 S. MADERA AVE.	MADERA	CA	~~93637-5430~~93637	Y	5596747863
THE CHOWCHILLA CONNECTION, LLC	1305 COUNTRY CLUB DRIVE	MADERA	CA	~~93638-1547~~93638	Y	5596749772

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WILES' RESTAURANTS, INC.	437 OLD MAMMOTH RD	MAMMOTH LAKES	CA	93546	N	7609348812
MANTECA STAR, LLC	990 N MAIN ST	MANTECA	CA	~~95336-3743~~95336	Y	2092395851
MANTECA STAR, LLC	1465 W YOSEMITE AVE	MANTECA	CA	~~95337-5100~~95337	Y	2092397705
MANTECA STAR, LLC	1489 HULSEY WAY	MANTECA	CA	~~95336-5066~~95336	Y	2098257190
HUNDAL FOODS, INC.	550-D MORELLO AVE	MARTINEZ	CA	~~94553-6871~~94553	N	9253139420
ALPHA STAR RESTAURANTS, LLC	429 9TH ST	MARYSVILLE	CA	~~95901-5355~~95901	N	5307426130
THE CHOWCHILLA CONNECTION, LLC	1400 V STREET	MERCED	CA	~~95340-5633~~95340	Y	2093832952
THE CHOWCHILLA CONNECTION, LLC	300 W OLIVE AVE	MERCED	CA	~~95348-3137~~95348	Y	2097235429
UNITED INVESTMENT SOLUTIONS, INC.	1890 MCCANDLESS DR	MILPITAS	CA	~~95035-8004~~95035	N	4089561846
ATJ&B LLC	6221 PATS RANCH RD	MIRA LOMA	CA	~~91752-4428~~91752	N	9517390916
OC BURGER BOYS, LLC	27092 LA PAZ RD	MISSION VIEJO	CA	~~92692-2442~~92692	~~Y~~N	9495812960
OC BURGER BOYS, LLC	26338 OSO PKWY	MISSION VIEJO	CA	~~92691-5641~~92691	~~Y~~N	9495825524
MODESTO RESTAURANT GROUP, LLC	2808 MCHENRY AVE	MODESTO	CA	~~95350-2350~~95350	N	2095776009
MODESTO RESTAURANT GROUP, LLC	4125 SISK AVE	MODESTO	CA	~~95356-3210~~95356	Y	2095452796
MODESTO RESTAURANT GROUP, LLC	1600 OAKDALE RD	MODESTO	CA	~~95355-3008~~95355	N	2095510921
MODESTO RESTAURANT GROUP, LLC	1643 E HATCH RD	MODESTO	CA	~~95351-5009~~95351	N	2095372275
MODESTO RESTAURANT	118 E WHITMORE AVE	MODESTO	CA	~~95358-9411~~953	Y	2095374763

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GROUP, LLC				58		
HIGH DESERT STAR, LP	15900 SIERRA HIGHWAY	MOJAVE	CA	93501 1516935 01	Y	6618242858
ATJ&B LLC	5295 HOLT BLVD	MONTCLAIR	CA	91763	Y	9096211895
NEW HORIZON FOODS, LLC	8972 CENTRAL AVE.	MONTCLAIR	CA	91763 1619917 63	N	9094474519
ATJ&B LLC	5295 HOLT BLVD	MONTCLAIR	CA	91763 4822	Y	9096211895
SENIOR CLASSIC LEASING, LLC	1471 N. MONTEBELLO BLVD	MONTEBELLO	CA	90640 2584906 40	N	3237219989
DMF RESTAURANTS LLC	902 LIGHTHOUSE AVENUE	MONTEREY	CA	93940 1013939 40	N	8313754264
SENIOR CLASSIC LEASING, LLC	1231 W. AVENIDA CESAR CHAVEZ	MONTEREY PARK	CA	91754 6051917 54	N	3232641122
SENIOR CLASSIC LEASING, LLC	2030 MONTROSE AVENUE	MONTROSE	CA	91020 1605910 20	N	8182363804
BURGER BUDDIES LLC	401 W LOS ANGELES AVENUE	MOORPARK	CA	93021 1707930 21	Y	8055237034
MURPHY'S STAR,AKASH RESTAURANTS, INLLC.	25055 ELDER AVE16130 PERRIS BLVD	MORENO VALLEY	CA	92557 7402925 51	N	951242391695 16010313
CLK 3 D-S, LP	27670 EUCALYPTUS AVE	MORENO VALLEY	CA	92555 4557925 55	N	9516010421
AKASH RESTAURANTS,MURPHY'S STAR, LLINC.	16130 PERRIS BLVD25055 ELDER AVE	MORENO VALLEY	CA	92551 3302925 57	N	951601031395 12423916
MURPHY'S STAR, INC.	22580 CACTUS AVE	MORENO VALLEY	CA	92553 9022925 53	N	9516537259
MURPHY'S STAR, INC.	22700 CENTERPOINT DR	MORENO VALLEY	CA	92553 5243925 53	N	9516970310
TRI STAR FOODS, LLC	16995 CONDIT RD	MORGAN HILL	CA	95037 3841950 37	Y	4087796411
B & J, LLC	40980 CALIFORNIA OAKS RD	MURRIETA	CA	92562 5747925 62	N	9516778344
B & J, LLC	40375 MURRIETA HOT	MURRIETA	CA	92563 6409925	N	9514610348

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	SPRINGS			63		
B & J, LLC	23761 WASHINGTON AVE	MURRIETA	CA	92562-226392562	N	9518944775
B & J, LLC	28023 SCOTT RD	MURRIETA	CA	92563-742892563	N	9516723814
JLN ENTERPRISES, L.P.	1631 IMOLA AVE	NAPA	CA	94559-472194559	N	7072244750
SDC RESTAURANTS LLC	1280 PLAZA BLVD	NATIONAL CITY	CA	91950-361091950	N	6194772068
SDC RESTAURANTS LLC	1502 SWEETWATER	NATIONAL CITY	CA	91950-762191950	N	6194744382
CLK 4, LLC	2601 NEEDLES HWY	NEEDLES	CA	92363-211492363	N	7603264476
UNITED INVESTMENT SOLUTIONS, INC.	39901 BALENTINE ROAD	NEWARK	CA	94560-537394560	N	5106566022
UNITED INVESTMENT SOLUTIONS, INC.	5670 THORNTON AVE	NEWARK	CA	94560-382594560	N	5107976260
BURGER BUDDIES LLC	411 SOUTH REINO ROAD	NEWBURY PARK	CA	91320-426791320	N	8054990014
BURGER BUDDIES LLC	23320 LYONS AVENUE	NEWHALL	CA	91321-263491321	YN	6612556979
BURGER BUDDIES LLC	20425 NEWHALL AVE	NEWHALL	CA	91321	N	6612599286
OC BURGER BOYS, LLC	2092 SE BRISTOL	NEWPORT BEACH	CA	92660-172792660	N	9497568844
OC BURGER BOYS, LLC	4880 CAMPUS DR	NEWPORT BEACH	CA	92660-180892660	YN	9492528736
CENTRAL COAST STAR, LLC	510 W TEFFT ST	NIPOMO	CA	93444-894693444	N	8059295916
BERNARD KARCHER INVESTMENTS,B & J, INLLC.	28961120 HAMNER AVE	NORCO	CA	92860-192992860	N	9517359610951280992 6
B & J,BERNARD KARCHER INVESTMENTS, LLINC.	11202896 HAMNER AVE	NORCO	CA	92860-311592860	N	9512809926951735961 0

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AMS RESTAURANTS, LLC	4805 WATT AVE	NORTH HIGHLANDS	CA	95660-5108956 60	N	9163382275
AMS RESTAURANTS, LLC	7523 WATT AVE	NORTH HIGHLANDS	CA	95660-2608956 60	YN	6163347525
SENIOR CLASSIC LEASING, LLC	6202 LAUREL CANYON BLVD	NORTH HOLLYWOOD	CA	91606-3211	N	8187623927
PALISADES RESTAURANT GROUP INC.	3770 CAHUENGA BLVD	NORTH HOLLYWOOD	CA	91604-3502916 04	YN	8187607669
SENIOR CLASSIC LEASING, LLC	12653 SHERMAN WAY	NORTH HOLLYWOOD	CA	91605-5240916 05	N	8187645888
SENIOR CLASSIC LEASING, LLC	5166 VINELAND AVE	NORTH HOLLYWOOD	CA	91601-3849916 01	N	8187635240
SENIOR CLASSIC LEASING, LLC	6601 LANKERSHIM BLVD	NORTH HOLLYWOOD	CA	91606-1612916 06	N	8187594708
SBV PARTNERS, A PARTNERSHIP	1449 E. F ST	OAKDALE	CA	95361-9265953 61	N	2098472948
TWM/FRESNO, LLC	40242 HWY 41	OAKHURST	CA	93644-8876936 44	N	5596588878
TWM INDUSTRIES, LP	3770 TELEGRAPH AVENUE	OAKLAND	CA	94609-2429946 09	N	5106584491
TWM INDUSTRIES, LP	10770 MACARTHUR BLVD.	OAKLAND	CA	94605	N	5103838910
WOMAR, INCORPORATED	915 MAIN ST	OAKLEY	CA	94561-2917945 61	N	9257785472
SDC RESTAURANTS LLC	4186 OCEANSIDE BLVD	OCEANSIDE	CA	92056-6003920 56	N	7606303487
SDC RESTAURANTS LLC	775 COLLEGE BLVD	OCEANSIDE	CA	92057-6259920 57	N	7609457850
SDC RESTAURANTS LLC	611 DOUGLAS DR	OCEANSIDE	CA	92058-6948920 58	N	7609670371
AKASH RESTAURANTS, LLC	1445 N MOUNTAIN AVE	ONTARIO	CA	91762-1107917 62	YN	9099833818
AKASH RESTAURANTS, LLC	1625 E 4TH ST	ONTARIO	CA	91764-2637917 64	YN	9099840949

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ATJ&B LLC	2556 S EUCLID AVE	ONTARIO	CA	91762 6619917 62	YN	9099841871
ATJ&B LLC	4453 MILLS CIRCLE	ONTARIO	CA	91764 5232917 64	YN	9094760053
ATJ&B LLC	2421 SO VINEYARD AVE.	ONTARIO	CA	91761 6479917 61	YN	9099472594
ATJ&B LLC	3440 E ONTARIO RANCH ROAD	ONTARIO	CA	91761	N	9097815981
OC BURGER BOYS, LLC	3510 E CHAPMAN	ORANGE	CA	92869 3815928 69	YN	7146333450
OC BURGER BOYS, LLC	145 N TUSTIN ST	ORANGE	CA	92867 7716928 67	YN	7147711579
OC BURGER BOYS, LLC	1522 E KATELLA AVE	ORANGE	CA	92867 5026928 67	YN	7146397025
JLN ENTERPRISES, L.P.	2730 OLIVE HWY	OROVILLE	CA	95966	N	5307129267
CLK 2, LLC	73-125 HIGHWAY 111	PALM DESERT	CA	92260 3907	N	7605680170
CLK 2 D-S, LP	36879 COOK ST	PALM DESERT	CA	92211 6063922 11	N	7603409543
CLK 52, LLC	2520 N PALM CANYON DR73-125 HIGHWAY 111	PALM SPRINGSDESERT	CA	92262 1832922 60	N	7603251795760 05680170
CLK 3, LLC	425 S SUNRISE WAY STE D	PALM SPRINGS	CA	92262 7664922 62	N	7607781689
CLK 5, LLC	2520 N PALM CANYON DR	PALM SPRINGS	CA	92262	N	7603251795
HIGH DESERT STAR, LP	2005 E PALMDALE BLVD	PALMDALE	CA	93550 4036935 50	N	6619477775
HIGH DESERT STAR, LP	1031 WEST AVENUE P	PALMDALE	CA	93551	N	6612664582
RWZ RESTAURANTS, LLC	5006 W AVENUE N	PALMDALE	CA	93551 5729935 51	N	6617221081
RWZ RESTAURANTS, LLC	2505 E AVENUE S	PALMDALE	CA	93550 6402935 50	Y	6612664928

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~~HIGH DESERT STAR, LP~~	~~1031 WEST AVENUE P~~	~~PALMDALE~~	~~CA~~	~~93551-3933~~	~~N~~	~~6612664582~~
SENIOR CLASSIC LEASING, LLC	14344 ROSCOE BLVD	PANORAMA CITY	CA	~~91402-4223~~91402	N	8188922712
BURGER BUDDIES LLC	14555 LAKEWOOD BLVD	PARAMOUNT	CA	~~90723-3636~~90723	Y	5624082299
BURGER BUDDIES LLC	16229 PARAMOUNT BLVD	PARAMOUNT	CA	~~90723-5425~~90723	Y	5625318662
DFG RESTAURANTS, INC.	485 N ROSEMEAD BLVD	PASADENA	CA	91107	N	6263511801
SENIOR CLASSIC LEASING, LLC	1465 E COLORADO BLVD.	PASADENA	CA	~~91106-2001~~91106	N	6267957633
~~DFG RESTAURANTS, INC.~~	~~485 N ROSEMEAD BLVD~~	~~PASADENA~~	~~CA~~	~~91107-3044~~	~~N~~	~~6263511801~~
CENTRAL COAST STAR, LLC	2201 THEATRE DR	PASO ROBLES	CA	~~93446-9613~~93446	N	8052274732
CENTRAL COAST STAR, LLC	2725 BLACK OAK DRIVE	PASO ROBLES	CA	~~93446-1315~~93446	N	8052384967
MODESTO RESTAURANT GROUP, LLC	65 ROGERS RD	PATTERSON	CA	~~95363-9513~~95363	Y	2098928383
MURPHY'S STAR, INC.	736 RAMONA EXPRESSWAY	PERRIS	CA	92570	N	9512639906
BURGER BUDDIES LLC	9400 SLAUSON AVENUE	PICO RIVERA	CA	~~90660-4748~~90660	~~Y~~N	5629427681
HUNDAL FOODS, INC.	1550 FITZGERALD DRIVE	PINOLE	CA	~~94564-2229~~94564	N	5102232562
WOMAR, INCORPORATED	4595 CENTURY BLVD	PITTSBURG	CA	~~94565-7103~~94565	N	9257545423
~~OC BURGER BOYS, LLC~~	~~1285 E IMPERIAL HWY~~	~~PLACENTIA~~	~~CA~~	~~92870-1746~~	~~Y~~	~~7149964290~~
OC BURGER BOYS, LLC	750 N ROSE DRIVE	PLACENTIA	CA	~~92870-7520~~92870	~~Y~~N	7145248770
BTO INVESTMENTS	93 FAIR LN	PLACERVILLE	CA	~~95667-3922~~95667	N	5306263542

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone #
~~ATJ&B LLC~~	~~1755 INDIAN HILL BLVD.~~	~~POMONA~~	~~CA~~	~~91767-3729~~	~~Y~~	~~9096262122~~
~~SENIOR CLASSIC LEASING, LLC~~	~~140 E FOOTHILL BLVD~~	~~POMONA~~	~~CA~~	~~91767-1402~~	~~N~~	~~9093927343~~
AKASH RESTAURANTS, LLC	801 RIO RANCHO RD	POMONA	CA	91766	~~Y~~N	9096296075
ATJ&B LLC	1755 INDIAN HILL BLVD.	POMONA	CA	91767	N	9096262122
ATJ&B LLC	3395 POMONA BLVD	POMONA	CA	~~91768-3297~~91768	N	9095989865
CAL POLY POMONA FOUNDATION, INC.	3801 W TEMPLE AVE BLDG 97	POMONA	CA	~~91768-2557~~91768	N	9098695269
SENIOR CLASSIC LEASING, LLC	140 E FOOTHILL BLVD	POMONA	CA	91767	N	9093927343
CENTRAL CALIFORNIA CONNECTION, LLC	431 W VANDALIA AVE	PORTERVILLE	CA	~~93257-5916~~93257	Y	5597931667
SDC RESTAURANTS LLC	14097 STOWE DRIVE	POWAY	CA	~~92064-6848~~92064	N	8584866043
SDC RESTAURANTS LLC	14949 POMERADO	POWAY	CA	~~92064-2804~~92064	N	8586791663
AMS RESTAURANTS, LLC	2300 SUNRISE BLVD	RANCHO CORDOVA	CA	~~95670-4343~~95670	N	9168590706
AMS RESTAURANTS, LLC	10311 FOLSOM BLVD	RANCHO CORDOVA	CA	~~95670-3518~~95670	N	9163624590
AMS RESTAURANTS, LLC	3100 SUNRISE BLVD	RANCHO CORDOVA	CA	~~95742-7342~~95742	N	9166318115
~~NEW HORIZON FOODS, LLC~~	~~8736 BASELINE RD~~	~~RANCHO CUCAMONGA~~	~~CA~~	~~91701-5503~~	~~Y~~	~~9099874075~~
ATJ&B LLC	11738 FOOTHILL BLVD	RANCHO CUCAMONGA	CA	~~91730-3914~~91730	~~Y~~N	9099410041
ATJ&B LLC	7359 MILLIKEN AVE	RANCHO CUCAMONGA	CA	91730	~~Y~~N	9099413795
BURGER BUDDIES LLC	28619 S WESTERN AVE	RANCHO PALOS VERDES	CA	~~90275-0810~~90275	Y	3108334130

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JLN ENTERPRISES, L.P.	833 E. CYPRESS AVENUE	REDDING	CA	96002-1003960 02	N	5302217962
JLN ENTERPRISES, L.P.	6360 WEST SIDE STREET	REDDING	CA	96001-4855960 01	N	5302411849
JLN ENTERPRISES, L.P.	183 LAKE BLVD	REDDING	CA	96003-2539960 03	N	5302414939
JLN ENTERPRISES, L.P.	1385 CHURN CREEK ROAD	REDDING	CA	96003-4089960 03	N	5302214362
JLN ENTERPRISES, L.P.	1800 EUREKA WAY	REDDING	CA	96001-0433960 01	N	5302420600
AKASH RESTAURANTS, LLC	1205 W COLTON AVE	REDLANDS	CA	92374-2861923 74	N	9097931058
PALISADES RESTAURANT GROUP INC.	2100 ARTESIA BLVD	REDONDO BEACH	CA	90278-3014902 78	YN	3103748022
~~PALISADES RESTAURANT GROUP INC.~~	~~701 N PACIFIC COAST HWY~~	~~REDONDO BEACH~~	~~CA~~	~~90277-2109~~	~~Y~~	~~3103793331~~
TWM-VFR	1001 VETERANS BOULEVARD	REDWOOD CITY	CA	94063-1716940 63	N	6503611230
CENTRAL CALIFORNIA CONNECTION, LLC	810 N REED AVE	REEDLEY	CA	93654-2441936 54	Y	5596385413
SENIOR CLASSIC LEASING, LLC	18756 SHERMAN WAY	RESEDA	CA	91335-4040913 35	N	8188818775
SENIOR CLASSIC LEASING, LLC	19305 VICTORY BLVD	RESEDA	CA	91335-6302913 35	N	8188819635
ATJ&B LLC	620 W FOOTHILL BLVD	RIALTO	CA	92376-4861923 76	YN	9098752650
ATJ&B LLC	1334 S RIVERSIDE AVE	RIALTO	CA	92376	N	9097460104
ATJ&B LLC	2022 N RIVERSIDE AVE	RIALTO	CA	92377-4600923 77	YN	9098734766
WILES' RESTAURANTS, INC.	230 S CHINA LAKE BLVD	RIDGECREST	CA	93555-4000935 55	N	7603758280
MANTECA STAR, LLC	1410 COLONY RD	RIPON	CA	95366-9421953 66	Y	2095999222
MODESTO RESTAURANT	2773 PATTERSON RD	RIVERBANK	CA	95367	N	2098638767

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GROUP, LLC						
AKASH RESTAURANTS, LLC	4240 RIVERWALK PKWY	RIVERSIDE	CA	92505	N	9513519706
AKASH RESTAURANTS, LLC	10100 BEN NEVIS BLVD	RIVERSIDE	CA	92509	Y	9513601249
AKASH RESTAURANTS, LLC	2940 VAN BUREN BLVD.	RIVERSIDE	CA	92503	N	9099739041
ATJ&B LLC	1250 UNIVERSITY AVE	RIVERSIDE	CA	92507-4562925 07	Y	9516863745
ATJ&B LLC	10010 MAGNOLIA	RIVERSIDE	CA	92503-3530925 03	Y	9516889300
MURPHY'S STAR, INC.	5225 CANYON CREST DR	RIVERSIDE	CA	92507-6301	Y	9516841311
AKASH RESTAURANTS, LLC	4240 RIVERWALK PKWY	RIVERSIDE	CA	92505-3368	Y	9513519706
ATJ&B LLC	3483 MADISON STREET	RIVERSIDE	CA	92504-3716925 04	N	9513518792
AKASH RESTAURANTS, LLC	10100 BEN NEVIS BLVD	RIVERSIDE	CA	92509-2527	Y	9513601249
ATJ&B LLC	6079 MAGNOLIA AVE	RIVERSIDE	CA	92506-2525925 06	N	9513693114
BERNARD KARCHER INVESTMENTS, INC.	8919 LIMONITE AVE	RIVERSIDE	CA	92509-5022925 09	N	9516813970
AKASH RESTAURANTS,MURPHY'S STAR, LLINC.	2940 VAN BUREN BLVD.5225 CANYON CREST DR	RIVERSIDE	CA	9250392507	N	909973904195 16841311
AMS RESTAURANTS, LLC	6608 LONETREE BLVD	ROCKLIN	CA	95765-3737957 65	Y	9167821755
CZM Restaurants, Inc.	6741 STANFORD RANCH RD	ROCKLIN	CA	95677-2682956 77	N	9166321794
CZM Restaurants, Inc.	4315 SIERRA COLLEGE BLVD	ROCKLIN	CA	95677-3904956 77	N	9166609912
SECOND STAR HOLDINGS, LLC	6460 REDWOOD DR	ROHNERT PARK	CA	94928-2326949 28	N	7075845727
AMS RESTAURANTS, LLC	1701 DOUGLAS BLVD	ROSEVILLE	CA	95661-2917956 61	Y	9167827597
AMS RESTAURANTS, LLC	4002 FOOTHILLS BLVD	ROSEVILLE	CA	95747-7233957	YN	9167737266

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				47		
AMS RESTAURANTS, LLC	9065 WOODCREEK OAKS BLVD	ROSEVILLE	CA	95747-5152957 47	N	9167737423
SENIOR CLASSIC LEASING, LLC	18237 COLIMA RD	ROWLAND HEIGHTS	CA	91748-2613917 48	N	6269644441
SENIOR CLASSIC LEASING, LLC	1625 SANTA ANITA AVE	S EL MONTE	CA	91733-3409917 33	N	6264520587
AMS RESTAURANTS, LLC	9631 MICRON AVENUE	SACRAMENTO	CA	95827-2605958 27	N	9163645268
AMS RESTAURANTS, LLC	2280 ARDEN WAY	SACRAMENTO	CA	95825-3337958 25	N	9169208157
AMS RESTAURANTS, LLC	7151 FRANKLIN BLVD	SACRAMENTO	CA	95823-1819958 23	YN	9164212923
AMS RESTAURANTS, LLC	5201 ELKHORN BLVD	SACRAMENTO	CA	95842-2506958 42	Y	9163342831
AMS RESTAURANTS, LLC	4205 MARCONI AVE	SACRAMENTO	CA	95821-4215958 21	N	9164814798
AMS RESTAURANTS, LLC	5501 FREEPORT AVE	SACRAMENTO	CA	95822-2704958 22	N	9164528976
AMS RESTAURANTS, LLC	2241 DEL PASO RD	SACRAMENTO	CA	95835-2220958 35	N	9169286091
AMS RESTAURANTS, LLC	6201 MACK ROAD	SACRAMENTO	CA	95823-4667958 23	N	9163927485
AMS RESTAURANTS, LLC	2460 W. EL CAMINO AVENUE	SACRAMENTO	CA	95833-3902958 33	N	9165648663
~~AMS RESTAURANTS, LLC~~	~~2795 FULTON AVENUE~~	~~SACRAMENTO~~	~~CA~~	~~95821-5101~~	~~N~~	~~9164862894~~
AMS RESTAURANTS, LLC	2615 BROADWAY	SACRAMENTO	CA	95818-2619958 18	YN	9164542861
AMS RESTAURANTS, LLC	3776 NORTHGATE BLVD	SACRAMENTO	CA	95834-1617958 34	N	9166469930
AMS RESTAURANTS, LLC	899 EL CAMINO	SACRAMENTO	CA	95815-2512958 15	N	9169291087
AMS RESTAURANTS, LLC	8397 FOLSOM BLVD	SACRAMENTO	CA	95826-3538958	N	9163878646

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
				26		
AMS RESTAURANTS, LLC	1315 FLORIN ROAD	SACRAMENTO	CA	95831	N	9164279999
DMF RESTAURANTS LLC	1061 NORTH DAVIS ROAD	SALINAS	CA	93907-1946939 07	N	8317541419
DMF RESTAURANTS LLC	950 ABBOTT STREET	SALINAS	CA	93901-4324939 01	YN	8317544416
DMF RESTAURANTS LLC	400 E MARKET ST	SALINAS	CA	93901-3749939 01	N	8317701660
ATJ&B LLC	524 INLAND CENTER DR	SAN BERNARDINO	CA	92408-1802924 08	N	9098845514
DMF STAR, INC.	192 E REDLANDS BLVD	SAN BERNARDINO	CA	92408-3709	Y	9098245966
CLK 4, LLC	293 E 40TH ST	SAN BERNARDINO	CA	92404	N	9098811997
DMF STAR, INC.	192 E REDLANDS BLVD	SAN BERNARDINO	CA	92408	N	9098245966
TWM INDUSTRIES, LP	899 CHERRY AVENUE	SAN BRUNO	CA	94066-2949940 66	N	6505836467
TWM-VFR	1800 EL CAMINO REAL	SAN CARLOS	CA	94070-5212940 70	Y	6505933062
WILES' RESTAURANTS, INC.	957 AVENIDA PICO	SAN CLEMENTE	CA	92673-3908926 73	N	9494986279
WILES' RESTAURANTS, INC.	3929 S EL CAMINO REAL	SAN CLEMENTE	CA	92672-3457926 72	N	9494985641
SDC RESTAURANTS LLC	4199 GOVERNOR DR	SAN DIEGO	CA	92122	N	8584551220
SDC RESTAURANTS LLC	9360 KEARNY MESA RD	SAN DIEGO	CA	92126-4503921 26	N	8586890538
SDC RESTAURANTS LLC	6566 MISSION GORGE ROAD	SAN DIEGO	CA	92120-2307921 20	N	6192819813
SDC RESTAURANTS LLC	3008 EL CAJON BLVD	SAN DIEGO	CA	92104-1316921 04	N	6192837653

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SDC RESTAURANTS LLC	6788 MIRAMAR RD	SAN DIEGO	CA	92121-2605921 21	N	8582714480
SDC RESTAURANTS LLC	16685 BERNARDO CENTER DR	SAN DIEGO	CA	92128-2527921 28	N	8584876250
SDC RESTAURANTS LLC	9805 CARROLL CANYON RD	SAN DIEGO	CA	92131-1103921 31	N	8585664731
SDC RESTAURANTS LLC	9355 CLAIREMONT MESA BLVD.	SAN DIEGO	CA	92123-1213921 23	N	8585608279
SDC RESTAURANTS LLC	2903 BURGENER BLVD	SAN DIEGO	CA	92110-1039921 10	N	6192752971
SDC RESTAURANTS LLC	3381 ROSECRANS ST	SAN DIEGO	CA	92110-4223	N	6192260070
SDC RESTAURANTS LLC	845 MORENA BOULEVARD	SAN DIEGO	CA	92110-2610921 10	N	6192979249
SDC RESTAURANTS LLC	2935 JAMACHA RD	SAN DIEGO	CA	92019	N	6196607548
SDC RESTAURANTS LLC	10745 CAMINO RUIZ	SAN DIEGO	CA	92126-2304921 26	N	8585867774
SDC RESTAURANTS LLC	3833 CONVOY STREET	SAN DIEGO	CA	92111-3721921 11	N	8585654032
SDC RESTAURANTS LLC	7404 CLAIREMONT MESA BLVD	SAN DIEGO	CA	92111-1502921 11	N	8584959159
SDC RESTAURANTS LLC	5901 UNIVERSITY AVE	SAN DIEGO	CA	92115-6304921 15	N	6195834361
SDC RESTAURANTS LLC	2365 ROLL DRIVE	SAN DIEGO	CA	92154-7238921 54	N	6196616213
SDC RESTAURANTS LLC	614 DENNERY ROAD	SAN DIEGO	CA	92154-8402921 54	N	6196621447
SDC RESTAURANTS LLC	16613 DOVE CANYON RD	SAN DIEGO	CA	92127	N	8583850099
AKASH RESTAURANTS, LLC	698 W ARROW HWY	SAN DIMAS	CA	91773-2958917 73	YN	9095927265
SENIOR CLASSIC LEASING, LLC	11509 LAUREL CANYON BLVD	SAN FERNANDO	CA	91340-4123913 40	N	8183655587

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TWM INDUSTRIES, LP	1 HALLIDIE PLAZA	SAN FRANCISCO	CA	94102-2818941 02	N	4153915799
SENIOR CLASSIC LEASING, LLC	1900 SAN GABRIEL BLVD	SAN GABRIEL	CA	91776-3932917 76	N	6265738480
SENIOR CLASSIC LEASING, LLC	505 W LAS TUNAS DRIVE	SAN GABRIEL	CA	91776-1110917 76	N	6262899323
CLK DESERT STAR, LP	1171 N STATE ST	SAN JACINTO	CA	92583-6317925 83	N	9516543642
TRI STAR FOODS, LLC	1346 SARATOGA AVENUE	SAN JOSE	CA	95129-4336951 29	¥N	4082466966
~~TRI STAR FOODS, LLC~~	~~1690 TULLY RD~~	~~SAN JOSE~~	~~CA~~	~~95122-2532~~	~~N~~	~~4082383611~~
TRI STAR FOODS, LLC	2802 S WHITE RD	SAN JOSE	CA	95148-2932951 48	¥N	4082383821
~~TRI STAR FOODS, LLC~~	~~1999 CAMDEN AVENUE~~	~~SAN JOSE~~	~~CA~~	~~95124-2842~~	~~Y~~	~~4083775951~~
TRI STAR FOODS, LLC	172 BERNAL RD	SAN JOSE	CA	95119-1352951 19	N	4082255300
TRI STAR FOODS, LLC	1101 BRANHAM LN	SAN JOSE	CA	95118-3700951 18	¥N	4089783562
TRI STAR FOODS, LLC	655 COLEMAN AVE	SAN JOSE	CA	95110	N	4082925240
UNITED INVESTMENT SOLUTIONS, INC.	1095 OLD OAKLAND ROAD	SAN JOSE	CA	95112-1429951 12	¥N	4089209611
~~TRI STAR FOODS, LLC~~	~~655 COLEMAN AVE~~	~~SAN JOSE~~	~~CA~~	~~95110-2000~~	~~Y~~	~~4082925240~~
WILES' RESTAURANTS, INC.	31852 DEL OBISPO ST	SAN JUAN CAPISTRANO	CA	92675-3204926 75	N	9494939661
CENTRAL COAST STAR, LLC	3980 BROAD STREET	SAN LUIS OBISPO	CA	93401-7018934 01	N	8057880510
SDC RESTAURANTS LLC	120 KNOLL RD	SAN MARCOS	CA	92069-1529920 69	N	7607524494
TWM INDUSTRIES, LP	3131 CROW CANYON PL	SAN RAMON	CA	94583-1325945 83	Y	9258661156
SDC RESTAURANTS LLC	805 W. SAN YSIDRO	SAN YSIDRO	CA	92173-1827921	N	6194284980

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	BLVD			73		
SDC RESTAURANTS LLC	4463 CAMINO DE LA PLAZA, SUITE 101	SAN YSIDRO	CA	92173	N	6194283638
TWM/FRESNO, LLC	2610 JENSEN AVE	SANGER	CA	93657	N	5595465100
GOLD WING FOODS, LLC	18601 AIRPORT WAY, TERMINAL C IN JOHN WAYNE AIRPORT	SANTA ANA	CA	92707	Y	9497249144
OC BURGER BOYS, LLC	1720 E DYER RD	SANTA ANA	CA	92705-5704927 05	YN	9492508960
OC BURGER BOYS, LLC	1943 E 17TH ST	SANTA ANA	CA	92705-8603927 05	YN	7145649348
GOLD WING FOODS, LLC	"18601 AIRPORT WAY, TERMINAL C IN JOHN WAYNE AIRPORT"	SANTA ANA	CA	92707-5200	Y	9497249144
CENTRAL COAST STAR, LLC	7 SOUTH MILPAS STREET	SANTA BARBARA	CA	93103-3305931 03	Y	8059660051
TRI STAR FOODS, LLC	270 SARATOGA AVE	SANTA CLARA	CA	95050-6629950 50	N	4082431234
TRI STAR FOODS, LLC	2900 BOWERS AVE	SANTA CLARA	CA	95051-0919950 51	N	4087276660
TRI STAR FOODS, LLC	2495 LAFAYETTE ST	SANTA CLARA	CA	95050-2907950 50	N	4084961187
BURGER BUDDIES LLC	18741 VIA PRINCESSA	SANTA CLARITA	CA	91387-4954913 87	N	6612514787
BURGER BUDDIES LLC	27606 N NEWHALL RANCH RD	SANTA CLARITA	CA	91355-4013913 55	N	6612573114
PALISADES RESTAURANT GROUPBURGER BUDDIES INLLC.	13157 TELEGRAPH RD12940 IMPERIAL HWY	SANTA FE SPRINGS	CA	90670-4013906 70	N	562941054856 28634702
BURGER BUDDIESPALISADES RESTAURANT GROUP LLINC.	12940 IMPERIAL HWY13157 TELEGRAPH RD	SANTA FE SPRINGS	CA	90670-4716906 70	YN	562863470256 29410548

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CENTRAL COAST STAR, LLC	2185 S BROADWAY	SANTA MARIA	CA	93454-7842934 54	N	8059282120
CENTRAL COAST STAR, LLC	1355 S BRADLEY RD	SANTA MARIA	CA	93454-8005934 54	YN	8053492031
MODESTO RESTAURANT GROUP, LLC	12260 HIGHWAY 33	SANTA NELLA	CA	95322-9733953 22	Y	2098263708
BURGER BUDDIES LLC	230 E HARVARD BLVD	SANTA PAULA	CA	93060-3372930 60	YN	8055259666
SECOND STAR HOLDINGS, LLC	3640 INDUSTRIAL DR	SANTA ROSA	CA	95403-2059954 03	N	7075717997
SECOND STAR HOLDINGS, LLC	495 STONY POINT	SANTA ROSA	CA	95401-5998954 01	N	7075717775
SECOND STAR HOLDINGS, LLC	1000 FARMERS LN	SANTA ROSA	CA	95405-6749954 05	N	7075712001
THIRD STAR INVESTMENTS, LLC	373 AVIATION BLVD	SANTA ROSA	CA	95403-1028954 03	N	7075755945
SDC RESTAURANTS LLC	10009 MISSION GORGE ROAD	SANTEE	CA	92071-3833920 71	N	6195628715
TRI STAR FOODS, LLC	5620 SCOTTS VALLEY DR	SCOTTS VALLEY	CA	95066	N	8314309080
OC BURGER BOYS, LLC	13902 SEAL BEACH BLVD	SEAL BEACH	CA	90740-5301907 40	Y	5624302739
DMF RESTAURANTS LLC	1142 FREMONT BLVD	SEASIDE	CA	93955-5715939 55	N	8318999328
CENTRAL CALIFORNIA CONNECTION, LLC	2818 E FLORAL AVE	SELMA	CA	93662-2605936 62	Y	5598965038
SENIOR CLASSIC LEASING, LLC	9505 SEPULVEDA BLVD	SEPULVEDA	CA	91343-3305913 43	N	8188944341
ATJ&B LLC	2402 N ERRINGER RD	SIMI VALLEY	CA	93065-2351930 65	N	8055266915
ATJ&B LLC	2619 TAPO CANYON ROAD	SIMI VALLEY	CA	93063	Y	8053060103

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BURGER BUDDIES LLC	1208 MADERA RD	SIMI VALLEY	CA	93065-4002930 65	Y	8055228627
BURGER BUDDIES LLC	5786 E LOS ANGELES AVENUE	SIMI VALLEY	CA	93063-5226930 63	YN	8055811162
ATJ&B LLC	2619 TAPO CANYON ROAD	SIMI VALLEY	CA	93063-6831	Y	8053060103
SDC RESTAURANTS LLC	106 SOLANA HILLS DR	SOLANA BEACH	CA	92075-2003920 75	N	8584810666
DMF RESTAURANTS LLC	1000 FRONT STREET	SOLEDAD	CA	93960-2977939 60	N	8316782880
SONORA STAR, INC.	1075 MONO WAY	SONORA	CA	95370-5282953 70	YN	2095338857
BURGER BUDDIES LLC	5760 IMPERIAL HWY	SOUTH GATE	CA	90280-7517902 80	YN	5628615435
SIMAS, EDWARD THOMAS	110 HICKEY BLVD	SOUTH SAN FRANCISCO	CA	94080-1144940 80	N	6507551591
SDC RESTAURANTS LLC	3722 KENORA	SPRING VALLEY	CA	91977-1235919 77	N	6194606963
OC BURGER BOYS, LLC	11961 BEACH BLVD	STANTON	CA	90680-3613906 80	YN	7148955114
BURGER BUDDIES LLC	24715 PICO CANYON RD	STEVENSON RANCH	CA	91381-1702913 81	Y	6612599098
AMS RESTAURANTS, LLC	939 W CHARTER WAY	STOCKTON	CA	95206	N	2099399531
WOMAR, INCORPORATED	3205 W. HAMMER LANE	STOCKTON	CA	95209-2751952 09	YN	2094761091
WOMAR, INCORPORATED	1535 E HAMMER LN	STOCKTON	CA	95210-3114952 10	Y	2099519523
WOMAR, INCORPORATED	7432 PACIFIC AVENUE	STOCKTON	CA	95207-1927952 07	N	2099572000
WOMAR, INCORPORATED	2610 W MARCH LN	STOCKTON	CA	95207-6523952 07	N	2099577311
AMS RESTAURANTS, LLC	939 W CHARTER WAY	STOCKTON	CA	95206	N	2099399531
B & J, LLC	26100 NEWPORT DR	SUN CITY	CA	92584-7002925 84	N	9516799887

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SENIOR CLASSIC LEASING, LLC	8875 GLEN OAKS BLVD	SUN VALLEY	CA	91352-2831913 52	N	8187689227
TWM INDUSTRIES, LP	1051 E EL CAMINO REAL	SUNNYVALE	CA	94087-3755940 87	N	4082967756
HARSHAD & NASIR CORPORATION	19400 VENTURA BLVD.	TARZANA	CA	91356-3031913 56	N	8189961868
B & J, LLC	33125 TEMECULA PKWY	TEMECULA	CA	92592	N	9513022514
BERNARD KARCHER INVESTMENTS, INC.	44515 BEDFORD CT	TEMECULA	CA	92592-2541925 92	N	9516949196
B & J, LLC	33125 TEMECULA PKWY	TEMECULA	CA	92592-9141	N	9513022514
HARSHAD & NASIR CORPORATION	9803 E. LAS TUNAS	TEMPLE CITY	CA	91780-2209917 80	N	6262852881
ATJ&B LLC	1384 MOORPARK ROAD	THOUSAND OAKS	CA	91360-5224913 60	Y	8054957779
CLK 4, LLC	72-305 VARNER RD	THOUSAND PALMS	CA	92276-3362922 76	N	7603432252
BURGER BUDDIES LLC	1259 W CARSON ST	TORRANCE	CA	90502	Y	3102127941
BURGER BUDDIES LLC	3971 ARTESIA BLVD	TORRANCE	CA	90504	N	3102149288
OC BURGER BOYS, LLC	2210 W REDONDO BEACH BLVD	TORRANCE	CA	90504-1527905 04	Y	3103231472
OC BURGER BOYS, LLC	21112 ANZA AVE	TORRANCE	CA	90503-4211905 03	N	3103711586
PALISADES RESTAURANT GROUP INC.	24010 HAWTHORNE BLVD	TORRANCE	CA	90505-5902905 05	N	3103752844
PALISADES RESTAURANT GROUP INC.	1360 W 190TH ST	TORRANCE	CA	90501-1135905 01	N	3106181008
BURGER BUDDIESMODESTO RESTAURANT GROUP, LLC	1259 W CARSON ST1963 TRACY BLVD	TORRANCETRACY	CA	90502-2009953 76	YN	31021279412098362400
BURGER BUDDIES LLC	3971 ARTESIA BLVD	TORRANCE	CA	90504-3210	N	3102149288
SBV PARTNERS, A PARTNERSHIP	2380 W GRANT LINE RD	TRACY	CA	95377-7308953 77	N	2098355494
MODESTO RESTAURANT GROUP, LLC	1963 TRACY BLVD	TRACY	CA	95376-2459	N	2098362400

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CENTRAL CALIFORNIA CONNECTION, LLC	85 S TOWER SQ	TULARE	CA	93274-4028932 74	Y	5596885638
CENTRAL CALIFORNIA CONNECTION, LLC	1527 HILLMAN	TULARE	CA	93274-1632932 74	Y	5596878127
THE CHOWCHILLA CONNECTION, LLC	100 N WALNUT RD	TURLOCK	CA	95380-9588953 80	Y	2096328141
THE CHOWCHILLA CONNECTION, LLC	2980 GEER RD	TURLOCK	CA	95382-1142953 82	Y	2096682749
OC BURGER BOYS, LLC	14041 NEWPORT BLVD	TUSTIN	CA	92780-5170927 80	YN	7145449982
CLK 5, LLC	BLDG. 1081, P.O. BOX 6178 MARINE AIR GROUND	TWENTYNINE PALMS	CA	92278-6178922 78	N	7603683685
AKASH RESTAURANTS, LLC	1915 N CAMPUS AVE	UPLAND	CA	91784-1667917 84	YN	9099205380
ATJ&B LLC	688 E FOOTHILL BLVD	UPLAND	CA	91786-3957917 86	YN	9099206641
NEW HORIZON FOODS, LLC	1610 W FOOTHILL BLVD	UPLAND	CA	91786-3532917 86	Y	9099493069
3 BROTHERS PLAZA, LLC	775 W HWY 20	UPPER LAKE	CA	95485	N	7072759701
STRZ4US, INC.	289 ORANGE DRIVE	VACAVILLE	CA	95687-3204956 87	N	7074521499
HUNDAL FOODS, INC.	3897 SONOMA BLVD	VALLEJO	CA	94589-2203945 89	N	7076429066
DFG RESTAURANTS, INC.	7649 VAN NUYS BLVD	VAN NUYS	CA	91405	N	8189882312
SENIOR CLASSIC LEASING, LLC	5575 WOODMAN AVE	VAN NUYS	CA	91401-5821914 01	N	8189942056
SENIOR CLASSIC LEASING, LLC	6457 SEPULVEDA BLVD	VAN NUYS	CA	91411-1303914 11	N	8187816101
DFG RESTAURANTS, INC.	7649 VAN NUYS BLVD	VAN NUYS	CA	91405-1359	N	8189882312
BURGER BUDDIES LLC	1745 S VICTORIA AVE	VENTURA	CA	93003-6503930 03	YN	8053399281
BURGER BUDDIES LLC	3015 JOHNSON DRIVE	VENTURA	CA	93003-7258930	N	8056769185

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				03		
~~CLK 3 D-S, LP~~	~~14503 7TH ST~~	~~VICTORVILLE~~	~~CA~~	~~92395-4263~~	~~N~~	~~7602454755~~
AKASH RESTAURANTS, LLC	15277 HOOK BLVD	VICTORVILLE	CA	~~92394-2118~~92394	N	7609512318
CLK 3 D-S, LP	17110 BEAR VALLEY RD	VICTORVILLE	CA	~~92395-5851~~92395	N	7609511904
CENTRAL CALIFORNIA CONNECTION, LLC	1336 E MAIN STREET	VISALIA	CA	~~93292-6643~~93292	Y	5597334172
CENTRAL CALIFORNIA CONNECTION, LLC	3350 S MOONEY	VISALIA	CA	~~93277-7770~~93277	Y	5597334465
CENTRAL CALIFORNIA CONNECTION, LLC	501 S CHINOWTH ST	VISALIA	CA	~~93277-1601~~93277	Y	5597391342
SDC RESTAURANTS LLC	1790 UNIVERSITY DR	VISTA	CA	~~92083-7772~~92083	N	7604149596
SDC RESTAURANTS LLC	660 HACIENDA DR	VISTA	CA	~~92081-6539~~92081	N	7607320605
RAZIPOUR, MIRKAZEMI, KHAJVAND	1308 HIGHWAY 46	WASCO	CA	~~93280-1303~~93280	~~Y~~N	6617584557
DFG RESTAURANTS, INC.	2400 S AZUSA	WEST COVINA	CA	~~91792-1512~~91792	N	6269654455
SENIOR CLASSIC LEASING, LLC	2980 E. WORKMAN AVENUE	WEST COVINA	CA	~~91791-1610~~91791	N	6263313705
AMS RESTAURANTS, LLC	854 HARBOR BLVD	WEST SACRAMENTO	CA	~~95691-2202~~95691	N	9163712015
MODESTO RESTAURANT GROUP, LLC	4437 HOWARD RD	WESTLEY	CA	95387	Y	2098943777
OC BURGER BOYS, LLC	13425 BEACH BLVD	WESTMINSTER	CA	~~92683-9208~~92683	Y	7149015513
OC BURGER BOYS, LLC	6751 WESTMINSTER BLVD	WESTMINSTER	CA	~~92683-3706~~92683	Y	7148928214
SENIOR CLASSIC LEASING, LLC	12358 WASHINGTON BLVD.	WHITTIER	CA	~~90606-2503~~90606	N	5627898045
SENIOR CLASSIC LEASING,	10409 WHITTIER BLVD.	WHITTIER	CA	~~90606-1335~~906	N	5626923114

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
LLC				06		
SENIOR CLASSIC LEASING, LLC	15360 WHITTIER BLVD	WHITTIER	CA	90603-1336906 03	N	5629021974
JLN ENTERPRISES, L.P.	300 S VANN ST	WILLIAMS	CA	95987	N	5304735058
STAR GOALS, LLC	30604 BENTON RD	WINCHESTER	CA	92596-8467925 96	N	9519262419
AMS RESTAURANTS, LLC	1556 E MAIN ST	WOODLAND	CA	95776-6217957 76	N	5306697124
AMS RESTAURANTS, LLC	98 W. MAIN ST.	WOODLAND	CA	95695-3016956 95	N	5306681289
SENIOR CLASSIC LEASING, LLC	6310 PLATT AVE	WOODLAND HILLS	CA	91367-1341913 67	N	8188840783
JLN ENTERPRISES, L.P.	1868 FORT JONES RD	YREKA	CA	96097-9531960 97	N	5308422304
ALPHA STAR RESTAURANTS, LLC	1300 BRIDGE ST	YUBA CITY	CA	95993-3505959 93	N	5306710885
ALPHA STAR RESTAURANTS, LLC	995 THARP RD	YUBA CITY	CA	95993-8998959 93	N	5306730995
CLK 4, LLC	33505 YUCAIPA BLVD	YUCAIPA	CA	92399-2028923 99	N	9097909998
CLK 4, LLC	57222 29 PALMS HWY	YUCCA VALLEY	CA	92284-2903922 84	N	7603651437
BY THE RIO, LLC	15199 E. COLFAX AVE.	Aurora	CO	80011	N	3033400397
BY THE RIO, LLC	7390 S. GARTRELL RD	AURORA	CO	80016	N	3034841760
BY THE RIO, LLC	2211 S HAVANA AVE	AURORA	CO	80014-1017800 14	N	3037437966
BY THE RIO, LLC	2240 S CHAMBERS ST	AURORA	CO	80014-4528800 14	N	7207483101
BY THE RIO, LLC	1025 S 1ST STREET	BENNETT	CO	80102	N	3036444156
FRANCIECO., L.P.	1015 HOSPITAL RD	BRUSH	CO	80723	N	9708429886 77 58429886
FRANCIECO., L.P.	582 SOUTH LINCOLN STREET	BURLINGTON	CO	80807	N	7193465299

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HAFEMEISTER, JAMES	1414 HARRISON RD	COLORADO SPRINGS	CO	80905-4002809 05	N	7195798682
HAFEMEISTER, JAMES	425 GARDEN OF THE GODS	COLORADO SPRINGS	CO	80907-4217809 07	N	7195995511
HAFEMEISTER, JAMES	306 N NEVADA AVE	COLORADO SPRINGS	CO	80903-1219809 03	N	7196324945
HAFEMEISTER, JAMES	1895 S CHELTON RD	COLORADO SPRINGS	CO	80910-1664809 10	Y	7195701120
HAFEMEISTER, JAMES	7005 CAMPUS DR	COLORADO SPRINGS	CO	80920-3164809 20	N	7195320630
HAFEMEISTER, JAMES	1059 SPACE CENTER DR	COLORADO SPRINGS	CO	80915-3601809 15	Y	7196387247
HAFEMEISTER, JAMES	6090 STETSON HILLS BLVD	COLORADO SPRINGS	CO	80923-3562809 23	N	7196371209
HAFEMEISTER, JAMES	13315 VOYAGER PKWY	COLORADO SPRINGS	CO	80921-7656809 21	N	7194812300
HAFEMEISTER, JAMES	2360 N ACADEMY BLVD	COLORADO SPRINGS	CO	80909	N	7195594590
HAFEMEISTER, JAMES	4626 FRESHWATER POINT	COLORADO SPRINGS	CO	80924	N	(719)- 598-54577193 751400
BY THE RIO, LLC	5998 DAHLIA ST	COMMERCE CITY	CO	80022-3708800 22	N	3032871820
BY THE RIO, LLC	4730 TOWER RD	DENVER	CO	80249-6680802 49	N	3033071770
BY THE RIO, LLC	4050 COLORADO BLVD	DENVER	CO	80216-4300802 16	N	7209416311
HAFEMEISTER, JAMES	11655 MERIDIAN MARKET VW	FALCON	CO	80831-8233808 31	N	7198864914
NORTH STAR FOODSBY THE RIO, LLC	4238 UNION ST	FIRESTONE	CO	80504-6494805 04	N	3036849412
BY THE RIO, LLC	502 E MAIN ST	FLORENCE	CO	81226-1250812 26	N	7197844600
NORTH STAR FOODSBY THE RIO, LLC	421 COWAN ST	FORT COLLINS	CO	80524-2956805 24	N	9704849139
HAFEMEISTER, JAMES	7945 FOUNTAIN MESA RD	FOUNTAIN	CO	80817-1535808	Y	7193220255

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
				17		
BY THE RIO, LLC	2842 NORTH AVE	GRAND JUNCTION	CO	81501-4946 81501	N	9702459555
FRANCIECO., L.P.	748 22 RD	GRAND JUNCTION	CO	81505-9728 81505	N	9702411563
NORTH STAR FOODSBY THE RIO, LLC	2555 11TH AVE	GREELEY	CO	80631-6927 80631	N	9703569611
NORTH STAR FOODSBY THE RIO, LLC	720 10TH ST	GREELEY	CO	80631-1130 80631	N	9703529522
BY THE RIO, LLC	201 E BISON WAY	HUDSON	CO	80642-5016 80642	N	3035364080
BY THE RIO, LLC	2901 COLORADO BLVD	IDAHO SPRINGS	CO	80452-0914 80452	N	3032544700
BY THE RIO, LLC	500 W FIRST ST	LA JUNTA	CO	81050-1415 81050	N	7193849618
BY THE RIO, LLC	5821 W 44TH ST	LAKESIDE	CO	80212	N	7204798046
BY THE RIO, LLC	497 S WADSWORTH	LAKEWOOD	CO	80226-3110 80226	N	3037169200
BY THE RIO, LLC	13420 W COAL MINE AVE	LITTLETON	CO	80127	N	3038650090
NORTH STAR FOODSBY THE RIO, LLC	1754 HOVER ST	LONGMONT	CO	80501-7174 80501	N	3037766215
NORTH STAR FOODSBY THE RIO, LLC	1340 N CLEVELAND AVE	LOVELAND	CO	80537-4727 80537	N	9706692922
NORTH STAR FOODSBY THE RIO, LLC	4140 CLYDESDALE PKWY	LOVELAND	CO	80538-9306 80538	N	9706635306
BY THE RIO, LLC	12987 S PARKER RD	PARKER	CO	80134-3447 80134	N	3038401500
BY THE RIO, LLC	12165 LIONESS WAY	PARKER	CO	80134-5641 80134	N	3037994605
BY THE RIO, LLC	102 S SANTA FE AVE	PUEBLO	CO	81003-4219 81003	N	7195449618
BY THE RIO, LLC	915 W US HIGHWAY 50	PUEBLO	CO	81008-1606 81008	N	7195430606

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
BY THE RIO, LLC	1759 S PUEBLO BLVD	PUEBLO	CO	81005-2103 81005	N	7195667958
BY THE RIO, LLC	72 N MCCULLOCH BLVD	PUEBLO WEST	CO	81007-4444 81007	N	7195479991
BY THE RIO, LLC	4080 RIVER POINT PKWY	SHERIDAN	CO	80110-3316 80110	N	3037619005
BY THE RIO, LLC	4211 E. 104TH AVE	THORNTON	CO	80233-4443 80233	N	3032552062
BY THE RIO, LLC	700 S MAIN ST	WALSENBURG	CO	81089-2138 81089	N	7197381002
BY THE RIO, LLC	13630 ORCHARD PKWY.	WESTMINSTER	CO	80023-9254 80023	N	3032551833
RSMG HOLDING, LLC	5755 NW 87th Ave.	DORAL	FL	33166	N	7865584115
MERRILL FINANCIAL CORPORATION	2140 NO. NIMITZ HIGHWAY	HONOLULU	HI	96819-2218 96819	N	8088480480
MERRILL MAUI VENTURES, LLC	15 KAPOLI STREET	WAILUKU	HI	96793-5925 96793	Y	8082490787
GREENSTAR FOODS, LLC	493 N. MILWAUKEE ST	BOISE	ID	83704-9140 83704	~~Y~~N	2086587746
~~GREENSTAR FOODS, LLC~~	~~226 BROADWAY AVE~~	~~BOISE~~	~~ID~~	~~83702-7211~~	~~Y~~	~~2083447664~~
GREENSTAR FOODS, LLC	1609 ENTERTAINMENT AVE	BOISE	ID	83709-8307 83709	~~Y~~N	2083210597
GREENSTAR FOODS, LLC	1700 W STATE ST	BOISE	ID	83702	~~Y~~N	2083451187
GREENSTAR FOODS, LLC	611 N 10TH AVE	CALDWELL	ID	83605-2927 83605	~~Y~~N	2084552435
CJ STAR, LLC	216 W APPLEWAY AVENUE	COEUR D'ALENE	ID	83814	N	~~(208) 665-2342~~ 2086652342
CJ STAR, LLC	3004 E STATE ST	EAGLE	ID	83616-6230 83616	N	2089398916
FRANCIECO., L.P.	260 CENTENNIAL DR	HEYBURN	ID	83336-9707 83336	N	2084348783
SNOW STAR LP	1115 NORTHGATE MILE	IDAHO FALLS	ID	83401-2010 834	N	2085221799

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				01		
SNOW STAR LP	2310 E 17TH ST	IDAHO FALLS	ID	83404-654083404	N	2085234134
SNOW STAR LP	805 W BROADWAY ST	IDAHO FALLS	ID	83402	N	2085234566
CJ TWIN, LLC	2700 LINCOLN AVENUE	JEROME	ID	83338	N	2083248232
GREENSTAR FOODS, LLC	1320 N EAGLE RD	MERIDIAN	ID	83642-2392836 42	Y N	2088552370
GREENSTAR FOODS, LLC	1815 S MERIDIAN RD	MERIDIAN	ID	83642	Y N	2088842149
GREENSTAR FOODS, LLC	2034 CALDWELL BLVD	NAMPA	ID	83651-1508836 51	Y N	2084611991
GREENSTAR FOODS, LLC	1212 12TH AVE ROAD	NAMPA	ID	83686-6006836 86	Y N	2084669471
SNOW STAR LP	1042 YELLOWSTONE AVE	POCATELLO	ID	83201	N	2082332321
FRANCIECO., L.P.	4208 W EXPO PKWY	POST FALLS	ID	83854-7323838 54	N	2087734479
CJ TWIN, LLC	292 BLUE LAKES BLVD N.	TWIN FALLS	ID	83301	N	2087361849
FRANCIECO., L.P.	I-49 HWY 1 - NEC	SHREVEPORT	LA	71107	N	3187617861
HORIZON AHM, LLC	829 S WHITE SANDS BLVD	ALAMOGORDO	NM	88310	N	5754372477
WILES' RESTAURANTS, INC.	1312 EUBANK AVE NE	ALBUQUERQUE	NM	87112-5316	N	5052966564
WILES' RESTAURANTS, INC.	1401 RENAISSANCE BLVD NE	ALBUQUERQUE	NM	87107-7018	N	5053412322
WILES' RESTAURANTS, INC.	5511 ALAMEDA BLVD NE	ALBUQUERQUE	NM	87113-2178	N	5058580400
WILES' RESTAURANTS, INC.	3811 ELLISON DR NW	ALBUQUERQUE	NM	87114-7017	N	5058997155
WILES' RESTAURANTS, INC.	6700 CENTRAL AVE SW	ALBUQUERQUE	NM	87121-2049	N	5053525111
WILES' RESTAURANTS, INC.	800 BROADWAY BLVD NE #B	ALBUQUERQUE	NM	87102-2322	N	5052430170
FRANCIECO., L.P.	12605 CENTRAL AVENUE	ALBUQUERQUE	NM	87121	N	5058315506
DOWLING ENTERPRISES, INC.	2300 E MAIN ST	FARMINGTON	NM	87401	N	5053269141
DOWLING ENTERPRISES, INC.	1590 W MALONEY AVE	GALLUP	NM	87301-5396	N	5058638129
HORIZON AHM, LLC	503 S SOLANO	LAS CRUCES	NM	88001-3240	N	5756478816
HORIZON AHM, LLC	3965 BATAAN MEMORIAL WEST	LAS CRUCES	NM	88012	N	5753822018
WILES' RESTAURANTS, INC.	2600 MAIN ST NW	LOS LUNAS	NM	87031-4870	N	5058655581

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~~WILES' RESTAURANTS, INC.~~	~~751 UNSER BLVD SE~~	~~RIO RANCHO~~	~~NM~~	~~87124-6369~~	~~N~~	~~5058913443~~
~~BARNES, ZURI AND GREENBERG, DAVID~~	~~1640 ST MICHAELS DR~~	~~SANTA FE~~	~~NM~~	~~87505-7712~~	~~N~~	~~5054717794~~
~~FRANCIECO., L.P.~~	~~1028 STATE HIGHWAY 156~~	~~SANTA ROSA~~	~~NM~~	~~88435-2787~~	~~N~~	~~5754721169~~
FRANCIECO., L.P.	1701 GREAT BASIN ROAD	ELY	NV	89301	N	7752893240
~~BTO INVESTMENTS~~	~~758 S BOULDER HWY~~	~~HENDERSON~~	~~NV~~	~~89015-7589~~	~~N~~	~~7025643033~~
BTO INVESTMENTS	340 W LAKE MEAD PKWY	HENDERSON	NV	~~89015-7379~~89015	N	7027376394
BTO INVESTMENTS	715 S GREEN VALLEY PKWY	HENDERSON	NV	89052	N	7022400104
BTO INVESTMENTS	146 N STEPHANIE ST	HENDERSON	NV	89074	N	7025804673
BTO INVESTMENTS	3520 VOLUNTEER BLVD	HENDERSON	NV	89044	N	7027603437
BTO INVESTMENTS	2380 E FLAMINGO RD	LAS VEGAS	NV	~~89119-5106~~89119	N	7027315500
BTO INVESTMENTS	4606 E. TROPICANA AVENUE	LAS VEGAS	NV	~~89121-6723~~89121	N	7024583537
BTO INVESTMENTS	1991 N. DECATUR	LAS VEGAS	NV	~~89108-2205~~89108	N	7026471413
BTO INVESTMENTS	2001 S LAS VEGAS BLVD	LAS VEGAS	NV	~~89104-2522~~89104	N	7027358373
BTO INVESTMENTS	150 S. RAINBOW	LAS VEGAS	NV	~~89145-5304~~89145	N	7023632944
BTO INVESTMENTS	2035 E. CHARLESTON	LAS VEGAS	NV	~~89104-2056~~89104	N	7023857720
BTO INVESTMENTS	5091 E BONANZA RD	LAS VEGAS	NV	~~89110-3514~~89110	N	7024597877
BTO INVESTMENTS	1180 E. DESERT INN ROAD	LAS VEGAS	NV	~~89109-2812~~89109	N	7023697061
BTO INVESTMENTS	3780 SUNSET ROAD	LAS VEGAS	NV	~~89120-3233~~89120	N	7024585601
BTO INVESTMENTS	2350 SO NELLIS BLVD	LAS VEGAS	NV	~~89104-6236~~891	N	7026419754

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
				04		
BTO INVESTMENTS	6960 W TROPICANA AVE	LAS VEGAS	NV	89147-5198891 47	N	7023677181
BTO INVESTMENTS	3189 N. RAINBOW BLVD	LAS VEGAS	NV	89108-4578891 08	N	7026458778
BTO INVESTMENTS	4901 WEST CRAIG ROAD	LAS VEGAS	NV	89130-2730891 30	N	7026561133
BTO INVESTMENTS	3866 W SAHARA	LAS VEGAS	NV	89102-0505891 02	N	7028737115
BTO INVESTMENTS	2205 E RICHMAR AVE	LAS VEGAS	NV	89123-7991891 23	N	7028962027
BTO INVESTMENTS	5795 S EASTERN AVE	LAS VEGAS	NV	89119-3007891 19	N	7027363994
BTO INVESTMENTS	4970 BLUE DIAMOND RD	LAS VEGAS	NV	89139-7607891 39	N	7022631856
BTO INVESTMENTS	8660 W WARM SPRINGS RD	LAS VEGAS	NV	89148-1825891 48	N	7027959558
BTO INVESTMENTS	7125 S. RAINBOW BLVD	LAS VEGAS	NV	89118-3265891 18	N	7022695906
BTO INVESTMENTS	6949 N DURANGO DR	LAS VEGAS	NV	89148	N	7022932230
BTO INVESTMENTS	7598 VEGAS DR	LAS VEGAS	NV	89128-0707891 28	N	7022282114
HOST INTERNATIONAL, INC.	5757 WAYNE NEWTON BLVD, TERMINAL 3	LAS VEGAS	NV	89111	N	7022611367
BTO INVESTMENTS	1824 E LAKE MEAD BLVD	NORTH LAS VEGAS	NV	89030-7100890 30	N	7026421674
~~BTO INVESTMENTS~~	~~3185 W ANN RD~~	~~NORTH LAS VEGAS~~	~~NV~~	~~89031-7274~~	~~N~~	~~7026318766~~
~~BTO INVESTMENTS~~	~~607 W CRAIG RD~~	~~NORTH LAS VEGAS~~	~~NV~~	~~89032-3202~~	~~N~~	~~7023994123~~
BTO INVESTMENTS	2670 E CRAIG RD	NORTH LAS VEGAS	NV	89030-3399890 30	N	7023999671
BTO INVESTMENTS	6524 N LOSEE RD	NORTH LAS VEGAS	NV	89086-1001890 86	N	7026335576
BTO INVESTMENTS	1440 W CHEYENNE AVE	NORTH LAS VEGAS	NV	89030-7806890 30	N	7023991023

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BTO INVESTMENTS	2650 NATURE PARK DRIVE	NORTH LAS VEGAS	NV	89084	N	7026336681
MICHAEL RAZIPOUR, MOREY MIRKAZEMI, GLORIA LOCSIN	500 S HIGHWAY 160	PAHRUMP	NV	89048 3411890 48	N	3106785172
MICHAEL RAZIPOUR, MOREY MIRKAZEMI, GLORIA LOCSIN	32140 LAS VEGAS BLVD S	PRIMM	NV	89019 7026890 19	N	7028740025
RENO STAR, LLC	5880 S VIRGINIA ST	RENO	NV	89502 6023895 02	N	7758252225
RENO STAR, LLC	1195 KIETZKE LANE	RENO	NV	89502 2713895 02	N	7753223277
RENO STAR, LLC	1801 SILVERADA BLVD.	RENO	NV	89512 2128895 12	N	7753591307
RENO STAR, LLC	10170 N MCCARRAN BLVD UNIT-D	RENO	NV	89503 6844895 03	N	7757460336
RENO STAR, LLC	85 DAMONTE RANCH PARKWAY	RENO	NV	89521 2996895 21	N	7758527633
RENO STAR, LLC	1400 E PRATER WAY	SPARKS	NV	89434 8961894 34	N	7753551119
FRANCIECO., L.P.	3550 WINNEMUCCA BLVD	WINNEMUCCA	NV	89445	N	7753753070
HORIZON AHM, LLC	829 S WHITE SANDS BLVD	ALAMOGORDO	NM	88310	N	5.75E+09
FRANCIECO., L.P.	12605 CENTRAL AVENUE	ALBUQUERQUE	NM	87121	N	5.06E+09
WILES' RESTAURANTS, INC.	1312 EUBANK AVE NE	ALBUQUERQUE	NM	87112	N	5.05E+09
WILES' RESTAURANTS, INC.	1401 RENAISSANCE BLVD NE	ALBUQUERQUE	NM	87107	N	5.05E+09
WILES' RESTAURANTS, INC.	5511 ALAMEDA BLVD NE	ALBUQUERQUE	NM	87113	N	5.06E+09
WILES' RESTAURANTS, INC.	6700 CENTRAL AVE SW	ALBUQUERQUE	NM	87121	N	5.05E+09
WILES' RESTAURANTS, INC.	800 BROADWAY BLVD NE #B	ALBUQUERQUE	NM	87102	N	5.05E+09
DOWLING ENTERPRISES,	2300 E MAIN ST	FARMINGTON	NM	87401	N	5.05E+09

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INC.						
DOWLING ENTERPRISES, INC.	1590 W MALONEY AVE	GALLUP	NM	87301	N	5.06E+09
HORIZON AHM, LLC	503 S SOLANO	LAS CRUCES	NM	88001	N	5.76E+09
HORIZON AHM, LLC	3965 BATAAN MEMORIAL WEST	LAS CRUCES	NM	88012	N	5.75E+09
WILES' RESTAURANTS, INC.	2600 MAIN ST NW	LOS LUNAS	NM	87031	N	5.06E+09
WILES' RESTAURANTS, INC.	751 UNSER BLVD SE	RIO RANCHO	NM	87124	N	5.06E+09
BARNES, ZURI AND GREENBERG, DAVID	1640 ST MICHAELS DR	SANTA FE	NM	87505	N	5.05E+09
FRANCIECO., L.P.	1028 STATE HIGHWAY 156	SANTA ROSA	NM	88435	N	5.75E+09
OK RESTAURANT HOLDINGS, LLC	1608 N COMMERCE	ARDMORE	OK	73401-184073401	N	5802238822
FRANCIECO., L.P.	437071 E 310 ROAD	BIG CABIN	OK	74332	N	9187835300
~~OK RESTAURANT HOLDINGS, LLC~~	~~900 N ASPEN DR~~	~~BROKEN ARROW~~	~~OK~~	~~74012-9565~~	~~N~~	~~9182518024~~
OK RESTAURANT HOLDINGS, LLC	611 W PATTI PAGE	CLAREMORE	OK	74017-784674017	~~Y~~N	9183422545
OK RESTAURANT HOLDINGS, LLC	5550 TINKER DIAGONAL ST	DEL CITY	OK	73115-461273115	N	4056007594
OK RESTAURANT HOLDINGS, LLC	1235 N HIGHWAY 81	DUNCAN	OK	73533-171973533	~~Y~~N	5802554445
OK RESTAURANT HOLDINGS, LLC	1305 W MAIN ST	DURANT	OK	74701-490374701	N	5809247340
~~OK RESTAURANT HOLDINGS, LLC~~	~~917 W DANFORTH RD~~	~~EDMOND~~	~~OK~~	~~73003~~	~~N~~	~~4052165310~~
FRANCIECO., L.P.	3900 S RADIO RD	EL RENO	OK	73036	N	4054221904
OK RESTAURANT HOLDINGS, LLC	1802 W 3RD ST	ELK CITY	OK	73644-514673644	~~Y~~N	5802257631

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
FRANCIECO., L.P.	4104 E RANDOLPH	ENID	OK	73701	N	5802371905
FRANCIECO., L.P.	2700 E HIGHWAY 33	GUTHRIE	OK	73044	N	4052604566
OK RESTAURANT HOLDINGS, LLC	1305 NW SHERIDAN RD	LAWTON	OK	73505-5211	N	5803549160
OK RESTAURANT HOLDINGS, LLC	1306 MEMORIAL DR	MARIETTA	OK	73448-1605	N	5802764979
OK RESTAURANT HOLDINGS, LLC	7900 E RENO AVE	MIDWEST CITY	OK	73110-4313	N	4057366043
OK RESTAURANT HOLDINGS, LLC	651 SW 19TH ST	MOORE	OK	73160-5439 73160	N	4058956262
OK RESTAURANT HOLDINGS, LLC	1101 24TH AVE NW	NORMAN	OK	73069-6364 73069	N	4053649745
OK RESTAURANT HOLDINGS, LLC	4001 N PORTLAND AVE	OKLAHOMA CITY	OK	73112-6368 73112	N	4059426013
OK RESTAURANT HOLDINGS, LLC	841 SW 89TH ST	OKLAHOMA CITY	OK	73139-9333 73139	N	4056327261
OK RESTAURANT HOLDINGS, LLC	112 NW 23RD ST	OKLAHOMA CITY	OK	73103-4307 73103	N	4055281720
OK RESTAURANT HOLDINGS, LLC	13424 N MACARTHUR BLVD	OKLAHOMA CITY	OK	73142	N	4054702809
FRANCIECO., L.P.	1300 N WOOD AVENUE	OKMULGEE	OK	74447	N	918-758-4363 9187584363
OK RESTAURANT HOLDINGS, LLC	9140 N 121ST E AVE	OWASSO	OK	74055-5103	N	9182749080
OK RESTAURANT HOLDINGS, LLC	201 S MILL ST	PRYOR	OK	74361-5221 74361	Y N	9188252611
OK RESTAURANT HOLDINGS, LLC	503 W WASHINGTON ST	PURCELL	OK	73080-4034 73080	N	4055279595
OK RESTAURANT HOLDINGS, LLC	1120 E CHARLES PAGE BLVD	SAND SPRINGS	OK	74063-8510	Y	9182412958
OK RESTAURANT	1010 MILT PHILLIPS AVE	SEMINOLE	OK	74868-2320 748	Y N	4053823166

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
HOLDINGS, LLC				68		
OK RESTAURANT HOLDINGS, LLC	2333 N HARRISON	SHAWNEE	OK	74804-3134748 04	N	4052752344
OK RESTAURANT HOLDINGS, LLC	900 W ROGERS BLVD	SKIATOOK	OK	74070-3925740 70	YN	9183960308
OK RESTAURANT HOLDINGS, LLC	2104 W BROADWAY AVE	SULPHUR	OK	73086-4200730 86	N	5806223525
OK RESTAURANT HOLDINGS, LLC	1850 S MUSKOGEE AVE	TAHLEQUAH	OK	74464-5435744 64	YN	9182070437
OK RESTAURANT HOLDINGS, LLC	4994 E 41ST	TULSA	OK	74135-6006741 35	YN	9186641760
OK RESTAURANT HOLDINGS, LLC	5722 S 49TH WEST AVE	TULSA	OK	74107-8819741 07	N	9184450075
OK RESTAURANT HOLDINGS, LLC	6916 S MINGO RD	TULSA	OK	74133	N	4057053700
OK RESTAURANT HOLDINGS, LLC	925 E MAIN ST	WEATHERFORD	OK	73096-5641	Y	5807727496
OK RESTAURANT HOLDINGS, LLC	2617 OKLAHOMA AVE	WOODWARD	OK	73801-4009738 01	N	5802562283
JCK RESTAURANTS, INC.	1109 WAVERLY DRIVE SE	ALBANY	OR	97322-6942973 22	N	541967391005.4 2E+09
JCK RESTAURANTS, INC.	300 AIRPORT RD SE	ALBANY	OR	97322-4505973 22	N	541791888225.4 2E+09
KB RESTAURANTS, INC.	14495 SW TUALATIN VALLEY HIGHWAY	BEAVERTON	OR	97005	N	503746524505.0 4E+09
JCK RESTAURANTS, INC.	1815 NE 3RD ST	BEND	OR	97701-3816977 01	N	541617855605.4 2E+09
JCK RESTAURANTS, INC.	1190 S HIGHWAY 97	BEND	OR	97702-2140977 02	N	541312899805.4 1E+09
FRANCIECO., L.P.	78665 TOWER ROAD	BOARDMAN	OR	97818	N	541481316005.4 1E+09
KB RESTAURANTS, INC.	1463 SE 1ST	CANBY	OR	97013-7795970 13	N	503263227505.0 3E+09
KB RESTAURANTS, INC.	116 W BASELINE STREET	CORNELIUS	OR	97113	N	(971)

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						315-04929.71E+09
JCK RESTAURANTS, INC.	800 NW 9TH ST	CORVALLIS	OR	97330-614197330	N	541257272775.41E+09
JCK RESTAURANTS, INC.	1565 GATEWAY BLVD	COTTAGE GROVE	OR	97424-122597424	N	541942828055.42E+09
JCK RESTAURANTS, INC.	78 W LINN RD	EAGLE POINT	OR	97524	N	541879066995.42E+09
JCK RESTAURANTS, INC.	3663 W 11TH AVE	EUGENE	OR	97402-304497402	N	541485423455.41E+09
JCK RESTAURANTS, INC.	25 SILVER LANE	EUGENE	OR	97404-221497404	N	541461681455.41E+09
JCK RESTAURANTS, INC.	296 COBURG ROAD	EUGENE	OR	97401-560797401	N	541338888805.41E+09
JCK RESTAURANTS, INC.	1996 ECHO HOLLOW RD	EUGENE	OR	97402	N	541506864655.42E+09
JCK RESTAURANTS, INC.	220 NE TERRY LN	GRANTS PASS	OR	97526	N	541244171755.41E+09
JCK RESTAURANTS, INC.	1802 NW 6TH ST	GRANTS PASS	OR	97526	N	541474064955.41E+09
KB RESTAURANTS, INC.	1678 N E BURNSIDE ST	GRESHAM	OR	97030-573397030	N	503465060755.03E+09
KB RESTAURANTS, INC.	14665 SE SUNNYSIDE RD	HAPPY VALLEY	OR	97086	N	503427205555.03E+09
KB RESTAURANTS, INC.	6653 SE TUALATIN VALLEY HWY	HILLSBORO	OR	97123-749297123	N	503649372255.04E+09
KB RESTAURANTS, INC.	575 SE 10TH AVE	HILLSBORO	OR	97123-462497123	N	503693620155.04E+09
KB RESTAURANTS, INC.	7120 NE CORNELL RD	HILLSBORO	OR	97124-542197124	N	503547026255.04E+09
KB RESTAURANTS, INC.	2175 NW TOWN CENTER DR	HILLSBORO	OR	97006-890897006	N	503645719455.04E+09
JCK RESTAURANTS, INC.	5130 RIVER RD. NE	KEIZER	OR	97303-537197303	N	503390922755.03E+09

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
JCK RESTAURANTS, INC.	8982 TRUCKMAN WAY NE	KEIZER	OR	97303	N	5035841673 5.04E+09
FRANCIECO., L.P.	250 Obrien Way	KLAMATH FALLS	OR	97601	N	541-363-4499 5.41E+09
JCK RESTAURANTS, INC.	525 WELDWOOD DR	LEBANON	OR	97355-2569 97355	N	5412585257 5.41E+09
KB RESTAURANTS, INC.	1285 SW BOOTH BEND RD	MCMINNVILLE	OR	97128-9730 97128	N	5034351247 5.03E+09
JCK RESTAURANTS, INC.	61 E STEWART AVE	MEDFORD	OR	97501-7924 97501	N	5417790631 5.42E+09
JCK RESTAURANTS, INC.	3060 CRATER LAKE HWY	MEDFORD	OR	97504-9102 97504	N	5417735278 5.42E+09
JCK RESTAURANTS, INC.	1136 BIDDLE RD	MEDFORD	OR	97504-6120 97504	N	5416901556 5.42E+09
JCK RESTAURANTS, INC.	131 PACIFIC HWY N	MONMOUTH	OR	97361	N	5039174100 5.04E+09
CJ STAR, LLC	1617 E IDAHO AVE	ONTARIO	OR	97914-3007 97914	N	5418894020 5.42E+09
KB RESTAURANTS, INC.	19761 HIGHWAY 213	OREGON CITY	OR	97045-4192 97045	N	5037233346 5.04E+09
KB RESTAURANTS, INC.	1403 NE 102ND AVE	PORTLAND	OR	97220-3968 97220	N	5032541985 5.03E+09
KB RESTAURANTS, INC.	8205 S. E. RHINE	PORTLAND	OR	97266-2058 97266	N	5037888721 5.04E+09
KB RESTAURANTS, INC.	14836 S. E. DIVISION	PORTLAND	OR	97236-2376 97236	N	5037622544 5.04E+09
KB RESTAURANTS, INC.	10100 SE 82ND AVE	PORTLAND	OR	97086-2306 97086	N	5413426557 5.41E+09
KB RESTAURANTS, INC.	17929 SW MCEWAN RD	PORTLAND	OR	97224-7203 97224	N	5035989500 5.04E+09
KB RESTAURANTS, INC.	1762 NE 181ST AVE	PORTLAND	OR	97230-6908 97230	N	5036659593 5.04E+09
KB RESTAURANTS, INC.	250 NE COLUMBIA BLVD	PORTLAND	OR	97211	N	5034776387 5.03E+09

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
JCK RESTAURANTS, INC.	27952905 S HIGHWAY 97	REDMOND	OR	97756	N	541788943752.42E+09
JCK RESTAURANTS, INC.	2035 STEWART PKWY	ROSEBURG	OR	97471-164897471	N	541673800952.42E+09
JCK RESTAURANTS, INC.	250 GRANT SMITH ROAD	ROSEBURG	OR	97471	N	541900630052.42E+09
JCK RESTAURANTS, INC.	1501 LANCASTER DR. NE	SALEM	OR	97301-196397301	N	503391050052.03E+09
JCK RESTAURANTS, INC.	1135 LANCASTER DR SE	SALEM	OR	97317-583897317	N	503371410052.03E+09
JCK RESTAURANTS, INC.	1450 BAXTER RD SE	SALEM	OR	97306-114897306	N	503362717752.03E+09
JCK RESTAURANTS, INC.	1236 23RD ST SE	SALEM	OR	97302-136397302	N	503485034652.03E+09
JCK RESTAURANTS, INC.	555 EDGEWATER ST NW, STE 150	SALEM	OR	97304	N	503689117652.04E+09
JCK RESTAURANTS, INC.	1900 MARCOLA ROAD	SPRINGFIELD	OR	97477-256097477	N	541726938352.42E+09
JCK RESTAURANTS, INC.	3032 GATEWAY ST	SPRINGFIELD	OR	97477-108797477	N	541747227752.42E+09
KB RESTAURANTS, INC.	12140 SW SCHOLLS FERRY ROAD	TIGARD	OR	97223-3334972 23	N	503579825052.04E+09
KB RESTAURANTS, INC.	15520 SW PACIFIC HIGHWAY	TIGARD	OR	97224-352297224	N	503684707652.04E+09
KB RESTAURANTS, INC.	11433 SW PACIFIC HWY	TIGARD	OR	97223	N	503682847452.04E+09
KB RESTAURANTS, INC.	8703 S.W. TUALATIN SHERWOOD HWY	TUALATIN	OR	97062-752997062	N	503691219052.04E+09
KB RESTAURANTS, INC.	25300 SW 95TH AVE	WILSONVILLE	OR	97070	N	503427008052.03E+09
KB RESTAURANTS, INC.	22667 NE GLISAN ST	WOOD VILLAGE	OR	97060-277397060	N	503667968452.04E+09
JCK RESTAURANTS, INC.	1675 MOUNT HOOD AVE	WOODBURN	OR	97071-907097071	N	503980920052.04E+09

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
FRANCIECO., L.P.	2301 FM 523	ANGLETON	TX	77515	N	9798495936
FRANCIECO., L.P.	715 S CENTRAL EXPY	ANNA	TX	75409	N	9729243934
~~STAR CHASERS~~CW STRONG RENO AUSTIN, LLC	1315 E WHITESTONE BLVD	CEDAR PARK	TX	~~78613 7597~~78613	N	5122595159
FRANCIECO., L.P.	8800 S POLK ST	DALLAS	TX	~~75232 5128~~75232	N	9722281840
VISION AHM, LLC	1490 N ZARAGOZA RD	EL PASO	TX	~~79936 7903~~79936	N	9159211504
VISION AHM, LLC	7120 AIRPORT RD	EL PASO	TX	~~79906 4909~~79906	N	9157722943
VISION AHM, LLC	9071 ALAMEDA	EL PASO	TX	~~79907 6526~~79907	N	9157909964
VISION AHM, LLC	1898 N LEE TREVINO DR	EL PASO	TX	~~79936 4108~~79936	N	9155950924
VISION AHM, LLC	7910 ARTCRAFT RD	EL PASO	TX	~~79932 1134~~79932	N	9158451100
VISION AHM, LLC	6031 N MESA ST	EL PASO	TX	~~79912 4605~~79912	N	9155844771
VISION AHM, LLC	10620 MONTANA AVE	EL PASO	TX	~~79935 1221~~79935	N	9155914250
VISION AHM, LLC	3510 ZARAGOZA ROAD	EL PASO	TX	79938	N	~~9158495383~~9158495853
VISION AHM, LLC	11300 MCCOMBS STREET, SUITE C	EL PASO	TX	79934	N	9158210869
VISION AHM, LLC	1305 HORIZON BLVD	EL PASO	TX	79928	N	~~(915) 852 1955~~9158521955
VISION AHM, LLC	1124 MCRAE BLVD	EL PASO	TX	79925	N	9156005830
FRANCIECO., L.P.	2723 E US HWY 290	FT STOCKTON	TX	79735	N	4329408700
~~STAR CHASERS~~CW STRONG RENO AUSTIN, LLC	1039 W UNIVERSITY AVE	GEORGETOWN	TX	~~78628 5338~~78628	N	5128680200

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FRANCIECO., L.P.	901 W. 1ST STREET	HEREFORD	TX	79045	N	8063644494
FRANCIECO., L.P.	2500 S INTERSTATE HIGHWAY 45 RD	HUTCHINS	TX	75141-4256751 41	N	9722253560
FRANCIECO., L.P.	1021 DALE EVANS DR	ITALY	TX	76651	N	9724831657
NEW MILLENNIUM HOLDING GROUP, LLC	13602 FM 1472	LAREDO	TX	78045	N	9566011084956 6021084
TAHIR SALIM & RANA SALIM	5313 WEST LOOP 250 N	MIDLAND	TX	79707	N	4326956883
FRANCIECO., L.P.	1990 E I30	ROCKWALL	TX	75087-6203750 87	N	9727223068
TA OPERATING LLC	6709 US HWY 90	SEALY	TX	77474	N	9797322986
FRANCIECO., L.P.	1201 S HILLCREST	SULPHUR SPRINGS	TX	75482	N	9034381803
CEFCO	16242 US HWY 271	TYLER	TX	75708	N	9038773726903 8773756
FRANCIECO., L.P.	1221 S OAK	VAN	TX	75790-3576757 90	N	9039633306
FRANCIECO., L.P.	11361 IH 35 S	VON ORMY	TX	78073-3138780 73	N	2106235516
OK RESTAURANT HOLDINGS, LLC	1304 BROAD ST	WICHITA FALLS	TX	76301-7112763 01	N	9403227790
OK RESTAURANT HOLDINGS, LLC	2053 LOOP 11	WICHITA FALLS	TX	76306-4919763 06	N	9408551771
SNOW STAR LP	602 SOUTH 500 EAST	AMERICAN FORK	UT	84003-2530840 03	N	8014923944 8.01E+09
~~SNOW STAR LP~~	~~1385 N 400 W STREET~~	~~BEAVER~~	~~UT~~	~~84713~~	~~N~~	~~4354386231~~
SNOW STAR LP	195 W 500 SOUTH	BOUNTIFUL	UT	84010-6231840 10	N	8012946980 8.01E+09
SNOW STAR LP	20 SOUTH 1550 WEST	BRIGHAM CITY	UT	84302	N	4357237028 4.36E+09
SNOW STAR LP	2645 N CANYON RANCH DR	CEDAR CITY	UT	84721-5374847 21	N	4358657407 4.36E+09
~~SNOW STAR LP~~	~~385 N 800 W~~	~~CENTERVILLE~~	~~UT~~	~~84014-1744~~	~~N~~	~~8012947892~~
SNOW STAR LP	582 N MAIN STREET	CLEARFIELD	UT	84015-3236840	N	8017734406 8.0

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
				15		2E+09
SNOW STAR LP	1868 W 1800 N	CLINTON	UT	84015 832584015	N	8017743983 8.02E+09
SNOW STAR LP	6959 S 1300 E	COTTONWOOD HEIGHTS	UT	84047 181784047	N	8015698990 8.02E+09
HARTS GAS AND FOOD LLC	259 SOUTH OLD HIGHWAY 89	ELSINORE	UT	84724	N	4355278804 4.36E+09
SNOW STAR LP	55 W 1170 N CEDAR MOUNTAIN RD	FILLMORE	UT	84631 507484631	¥N	4357434591 4.35E+09
SNOW STAR LP	669 SOUTH MAIN STREET	HEBER CITY	UT	84032	N	4356544704 4.36E+09
SNOW STAR LP	5402 W 13400 S	HERRIMAN	UT	84096	N	8017921220 8.02E+09
SNOW STAR LP	925 W ANTELOPE DR	LAYTON	UT	84041 163484041	N	8017739066 8.02E+09
SNOW STAR LP	3536 N MAPLE LOOP DR	LEHI	UT	84043	N	8017666889 8.02E+09
SNOW STAR LP	1390 N MAIN	LOGAN	UT	84341 222284341	N	4357924841 4.36E+09
SNOW STAR LP	1135 S 100 W	LOGAN	UT	84321 557384321	N	4357132102 4.36E+09
SNOW STAR LP	8011 WEST 3500 SOUTH	MAGNA	UT	84044 221884044	N	8015080057 8.02E+09
SNOW STAR LP	151 E 5300 S	MURRAY	UT	84107 607484107	N	8013130768 8.01E+09
SNOW STAR LP	180 E 12TH ST	OGDEN	UT	84404 560284404	N	8013999630 8.01E+09
SNOW STAR LP	1331 N STATE ST	OREM	UT	84057 266284057	N	8012359030 8.01E+09
SNOW STAR LP	344 W 1230 N	PROVO	UT	84604 331984604	N	8013709593 8.01E+09
SNOW STAR LP	1155 W RIVERDALE RD UNIT A	RIVERDALE	UT	84405 371084405	N	8013941757 8.01E+09
SNOW STAR LP	1856 W 12600 S	RIVERTON	UT	84065 7026	N	8013021172

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SNOW STAR LP	1624 W SUNSET BLVD	SAINT GEORGE	UT	84770	N	43567392904.36E+09
HARTS GAS AND FOOD LLC	1659 S STATE ST	SALINA	UT	84654	N	43552920484.36E+09
SNOW STAR LP	1726 W NORTH TEMPLE	SALT LAKE CITY	UT	84116-3043 84116	N	80133331758.01E+09
SNOW STAR LP	1654 S. REDWOOD RD	SALT LAKE CITY	UT	84104	N	80197229777.19E+09
SNOW STAR LP	10475 S STATE ST	SANDY	UT	84070-4112 84070	N	80149539298.01E+09
SNOW STAR LP	16 W 3300 SOUTH	SOUTH LAKE CITY	UT	84115	N	80148661068.01E+09
SNOW STAR LP	293 W 2100 S	SOUTH SALT LAKE	UT	84115-1830 84115	N	80146727678.01E+09
SNOW STAR LP	770 N. MAIN STREET	SPANISH FORK	UT	84660-1147 84660	N	80179492498.02E+09
SNOW STAR LP	136 RED CLIFFS DR	ST. GEORGE	UT	84790-8199 84790	N	43567456224.36E+09
SNOW STAR LP	2118 W 1700 S	SYRACUSE	UT	84075-6913 84075	N	80177664828.02E+09
SNOW STAR LP	5596 S REDWOOD RD	TAYLORSVILLE	UT	84123-5321 84123	N	80196515808.02E+09
SNOW STAR LP	3812 WEST 5400 SOUTH	TAYLORSVILLE	UT	84118	N	80184052008.02E+09
SNOW STAR LP	1291 N MAIN ST	TOOELE	UT	84074-9842 84074	N	43584355414.36E+09
SNOW STAR LP	7033 PLAZA CENTER DR	WEST JORDAN	UT	84084-1762 84084	N	80126012248.01E+09
SNOW STAR LP	9025 S REDWOOD RD	WEST JORDAN	UT	84088-6506 84088	N	80135211288.01E+09
SNOW STAR LP	3469 S REDWOOD RD	WEST VALLEY CITY	UT	84119-3403 84119	N	80197329648.02E+09
SNOW STAR LP	3535 WEST 3500 SOUTH	WEST VALLEY CITY	UT	84119-2539 84119	N	80196616068.02E+09

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
SNOW STAR LP	3387 SOUTH 5600 WEST	WEST VALLEY CITY	UT	84120-1317841 20	N	80196588888.0 2E+09
CJ STAR, LLC	10620 W HIGHWAY 2	AIRWAY HEIGHTS	WA	99224-5059992 24	YN	5094552332
BENS TRUCK STOP, LLC	1300 BOBLETT ST	BLAINE	WA	98230	N	3603127212
BREMERTON FOODSBG RESTAURANTS, LLC	4815 KITSAP WAY	BREMERTON	WA	98312	N	3607282126805 6722889
COWA AKASH	1543 S BURLINGTON BLVD	BURLINGTON	WA	98233	N	3608999470
CJ STAR, LLC	2676 FIRST ST.	CHENEY	WA	99004-2030990 04	YN	5095595066
WAMTO, LLC	300 GRANT RD	EAST WENATCHEE	WA	98802	N	5098847785
WAMTO, LLC	1303 S OPPORTUNITY ST	ELLENSBURG	WA	98926	N	5099624007
NORTHWEST FOODS, L.P.	17802 CANYON ROAD E	FREDERICKSON	WA	98375	N	2538472245
HARBOR FOODSBG RESTAURANTS, LLC	5524 SOUNDVIEW DR	GIG HARBOR	WA	98335	N	2538580577805 6722889
WAMTO, LLC	1026 N COLORADO	KENNEWICK	WA	99336-7618993 36	Y	5097354135
WAMTO, LLC	2804 W KENNEWICK AVE	KENNEWICK	WA	99336-2926993 36	N	5093745222
NORTHWEST FOODS, L.P.	3816 PACIFIC AVE SE	LACEY	WA	98503-1107985 03	N	3604130000
NORTHWEST FOODS, L.P.	6125 MAIN ST SW	LAKEWOOD	WA	98499-6503984 99	N	2535841111
CJ STAR, LLC	1317 N LIBERTY LAKE RD	LIBERTY LAKE	WA	99019-6014990 19	YN	5099263008
KB RESTAURANTS, INC.	1210 OCEAN BEACH HWY	LONGVIEW	WA	98632	N	3603535125
COWA AKASH	3703 116TH ST NE	MARYSVILLE	WA	98271-8423982 71	N	3606517531
COWA AKASH	19143 N KELSEY ST	MONROE	WA	98272	N	3607999903
WAMTO, LLC	1765 KITTLESON RD	MOSES LAKE	WA	98837	N	5093505533
FRANCIECO., L.P.	1276 RUSH RD	NAPAVINE	WA	98532-8822985 32	N	3607486495

Franchisee	Address	City	State	Zip Code	Dual Concept	Phone#
FRANCIECO., L.P.	700 WINE COUNTRY ROAD	PROSSER	WA	99350	N	5097861295
NORTHWEST FOODS, L.P.	4525 NE 4TH ST	RENTON	WA	98059-5006980 59	N	4252555555
FRANCIECO., L.P.	1370 N HWY 261	RITZVILLE	WA	99169	N	5096591015
CJ STAR, LLC	423 E. HASTINGS RD.	SPOKANE	WA	99218-1934992 18	YN	5094673404
CJ STAR, LLC	707 W THIRD AVE	SPOKANE	WA	99201-4416992 01	YN	5094559303
CJ STAR, LLC	N 6740 DIVISION ST	SPOKANE	WA	99208-3942	Y	5094873027
CJ STAR, LLC	1230 N DIVISION ST	SPOKANE	WA	99202	YN	5093280889
CJ STAR, LLC	1617 W NORTHWEST BLVD	SPOKANE	WA	99205	N	5093280226
CJ STAR, LLC	13920 E SPRAGUE AVE	SPOKANE VALLEY	WA	99216-2136992 16	YN	5098922191
WAMTO, LLC	2500 YAKIMA VALLEY HIGHWAY	SUNNYSIDE	WA	98944	N	5098362456
NORTHWEST FOODS, L.P.	5925 6TH AVE	TACOMA	WA	98406-2015984 06	N	2534603695
KB RESTAURANTS, INC.	9016 NE HIGHWAY 99	VANCOUVER	WA	98665-8923986 65	N	3605749200
KB RESTAURANTS, INC.	7412 NE 117TH AVE	VANCOUVER	WA	98662-4705986 62	N	3602567041
KB RESTAURANTS, INC.	160 NE 192nd AVE	VANCOUVER	WA	98683	N	5642330220
KB RESTAURANTS, INC.	1404 SE 164TH AVE	VANCOUVER	WA	98683-9634986 83	N	3608916031
KB RESTAURANTS, INC.	1519 PACIFIC AVE	WOODLAND	WA	98674	N	3608418089
WAMTO, LLC	2208 S 1ST ST	YAKIMA	WA	98903	N	5098957349
NORTH STAR FOODSBY THE RIO, LLC	216 E LINCOLNWAY	CHEYENNE	WY	82001-4504820 01	N	3076328541
FRANCIECO., L.P.	8901 HIGHWAY 374	GREEN RIVER	WY	82935	N	3073649007
FRANCIECO., L.P.	1770 NORTH MCCUE STREET	LARAMIE	WY	82072	N	3077422638

CJR LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT YET OPENED

(as of January ~~29~~27, ~~2024~~2025)

Franchisee	Proposed City / State
~~RSMG Holding~~Akash Restaurants, LLC	~~Doral~~Fontana, ~~FL~~CA
~~Starcorp CJ, LLC~~	~~Goodyear, AZ~~
~~Bens Holding Group LLC~~	~~Blaine, WA~~
~~SDC Restaurants~~By the Rio, LLC	~~Chula Vista,~~Lafayette, C~~A~~O
~~Starcorp CJ,~~FrancieCo., L~~LC~~.P.	~~Phoenix,~~Apple Valley, CA~~Z~~
~~Valley Star AZ,~~FrancieCo., L~~LC~~.P.	~~Surprise~~Brighton, ~~AZ~~CO
~~3 Brothers Plaza,~~FrancieCo., L~~LC~~.P.	~~Colusa~~Carlin, ~~CA~~NV

The following is a list of each current Carl's Jr. Developer that has entered into a Development Agreement but has not yet opened a Carl's Jr. Restaurant:

~~3 Brothers Plaza, LLC~~
~~Star Brands Hawaii, LP~~

EXHIBIT J

FINANCIAL STATEMENTS

GUARANTEE OF PERFORMANCE

For value received, Carl's Jr. Funding LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Carl's Jr. Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2025.

Guarantor: CARL'S JR. FUNDING LLC

By: _____

Print Name: Kerry Olson

Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

For value received, Hardee's Restaurants LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Carl's Jr. Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2025.

Guarantor: HARDEE'S RESTAURANTS LLC

By: _____

Print Name: Kerry Olson

Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

For value received, Carl's Jr. SPV Guarantor LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Carl's Jr. Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2025.

Guarantor: CARL'S JR. SPV GUARANTOR LLC

By: _____

Print Name: Kerry Olson

Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

For value received, Hardee's Funding LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Carl's Jr. Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2025.

Guarantor: HARDEE'S FUNDING LLC

By: _____

Print Name: Kerry Olson

Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

For value received, Hardee's SPV Guarantor LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Carl's Jr. Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2025.

Guarantor: HARDEE'S SPV GUARANTOR LLC

By: _____

Print Name: Kerry Olson

Print Title: General Counsel & Chief Legal Officer

EXHIBIT K

ADDENDA REQUIRED BY CERTAIN STATES

RIDER TO STATE ADDENDUM
TO THE CARL'S JR. RESTAURANTS
FRANCHISE DISCLOSURE DOCUMENT

FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

The following language is hereby added to the Franchise Disclosure Document if you are a resident of one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of one or more Carl's Jr. Restaurants in the Applicable Franchise Registration State:

"No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

ADDITIONAL DISCLOSURES REQUIRED FOR CALIFORNIA FRANCHISEES

The following information applies to franchises and franchisees subject to the California Franchise Investment Act.

A. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

B. 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.

C. California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

D. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

E. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

F. The Franchise Agreement requires application of the laws of Tennessee. This provision may not be enforceable under California law.

G. The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

H. Under California AB 1228, you must comply with the minimum wage standards for your employees beginning April 1, 2024. You must also adhere to certain working conditions, including health and safety standards and training, as set forth in the Operations Manual. Failure to comply could lead to violation of the law and possible fines and lawsuits brought by your employees.

I. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED

TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION at www.dfpi.ca.gov.

ADDENDUM TO THE CARL'S JR. RESTAURANT DEVELOPMENT AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Development Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of California; **(B)** Developer is a resident of the State of California; and/or **(C)** part or all of the Development Territory is located in the State of California.

2. The following sentences are added immediately before the last sentence of Section 11:

Developer (on behalf of all Releasors) and all guarantors also expressly agree that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived. That Section reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

4. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

ADDENDUM TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Franchise Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of the franchise to Franchisee was made in the State of California; **(B)** Franchisee is a resident of the State of California; and/or **(C)** the Restaurant will be located or operated in the State of California.

2. The following sentences are added immediately before the last sentence of Section 16:

Franchisee (on behalf of all Releasors) and all guarantors also expressly agree that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived. That Section reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES 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 SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, 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.

Registered agent in the state authorized to receive service of process: **Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813**

ADDENDUM TO THE CARL'S JR. RESTAURANT
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED FOR MINNESOTA FRANCHISEES

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations.

~~1. The following statement is added to Items 5 and 7:~~
~~Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchised business opens. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.~~

~~2~~1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

~~3~~2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

~~4~~3. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

~~5~~4. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

~~6~~5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

~~7~~6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

~~8~~7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5. If the Franchise Agreement contains a limitations period for bringing claims against Franchisor which is shorter than the limitations period provided under the Minnesota Act, the Franchise Agreement shall be modified to conform to the Minnesota Act.

~~9.~~ ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

ADDENDUM TO THE CARL'S JR. RESTAURANT DEVELOPMENT AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Development Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Development Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Developer was made in the State of Minnesota; (B) Developer is a resident of the State of Minnesota; and/or (C) part or all of the Development Territory is located in the State of Minnesota.

~~**2.** The following statement is added to the end of Section 4:~~

~~Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchised business opens. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.~~

~~3~~**2.** The following sentence is added to the end of Sections 10.B.(5) and 11:

Notwithstanding the foregoing, Developer will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

~~4~~**3.** Section 12.B.(9) is deleted and replaced with the following statement:

Developer's use or duplication of the Carl's Jr. System or any part of the Carl's Jr. System in any other business, or disclosure of any part of the Carl's Jr. System to others for use or duplication in any other business, would constitute an unfair method of competition, for which CJR would be entitled to all legal and equitable remedies, including the right to seek injunctive relief.

~~5~~**4.** The following sentence is added to the end of Section 13.A.:

With respect to franchises governed by Minnesota law, CJR will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5, which requires, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreements.

~~6~~**5.** The following sentences are added to the end of Sections 22.A.-B.:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit CJR from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Developer's rights as provided for in Minnesota

Statutes, Chapter 80C, or Developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

~~7~~6. The second sentence of Section 22.D. is deleted and replaced with the following sentence:

Developer and CJR waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

~~8~~7. The second sentence of Section 23.E. is deleted and replaced with the following sentence:

Therefore, Developer agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Developer, CJR shall be entitled to seek injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance. A court will determine if a bond or security must be posted.

~~9~~8. Section 24.M. is deleted.

~~10~~9. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

~~11~~10. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Minnesota Statute are met independently of this Addendum.

~~12.~~ ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~13~~11. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

DEVELOPER:

By: _____

Print Name:_____

Title: _____

Date: _____

ADDENDUM TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Franchise Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Franchisee was made in the State of Minnesota; (B) Franchisee is a resident of the State of Minnesota; and/or (C) the Franchised Restaurant will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 2.B.(2)(e), 15.B.(5) and 16:

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. The following sentence is added to the end of Sections 2.B. and 18:

With respect to franchises governed by Minnesota law, CJR will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5, which requires, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of franchise agreements.

~~**4.** The following statement is added to the end of Section 3.A:~~

~~Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchised business opens.~~

~~5~~**4.** The following sentence is added at the end of Section 11:

Notwithstanding the foregoing, CJR will indemnify Franchisee against liability to a third party resulting from claims that Franchisee's use of a Proprietary Mark infringes trademark rights of a third party; provided, that CJR will not indemnify against the consequences of Franchisee's use of the Proprietary Marks unless the use is in accordance with the requirements of this Agreement and the System.

~~6~~**5.** Section 17.B.(9) is deleted and replaced with the following statement:

Franchisee's use or duplication of the System or any part of the System in any other business, or disclosure of any part of the System to others for use or duplication in any other business, would constitute an unfair method of competition, for which CJR would be entitled to all legal and equitable remedies, including the right to seek injunctive relief.

~~7~~6. The following sentences are added to the end of Sections 27.A.-B.:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit CJR from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

~~8~~7. The second sentence of Section 27.D. is deleted and replaced with the following sentence:

Franchisee and CJR waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

~~9~~8. The second sentence of Section 28.E. is deleted and replaced with the following sentence:

Therefore, Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, CJR shall be entitled to seek injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance. A court will determine if a bond or security must be posted.

~~10~~9. Section 29.M. is deleted.

~~11~~10. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~12~~11. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Minnesota Statute are met independently of this Addendum.

~~13.~~ ~~No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~14~~12. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

FRANCHISEE:

By: _____

Print Name:_____

Title: _____

Date: _____

ADDENDUM TO THE CARL'S JR. RESTAURANT
FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, DEVELOPMENT AGREEMENT, AND ALL RELATED AGREEMENTS
REQUIRED FOR WASHINGTON FRANCHISEES

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~C~~chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may~~that supersede the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including ~~the areas of termination and renewal of your~~those summarized in Item 17 of the ~~f~~Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights ~~executed by a~~in the franchise agreement or related agreements purporting to bind the franchisee ~~may not include rights~~to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel~~.~~, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision~~s~~ contained in the franchise agreement or elsewhere that conflicts with these limitations ~~are~~is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

~~**ASSURANCE OF DISCONTINUANCE**~~
~~**STATE OF WASHINGTON**~~

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Assurance of Discontinuance.** To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____ _____

Signature of Franchisor Representative Signature of Franchisee Representative

Title of Franchisor Representative	Title of Franchisee Representative

ADDENDUM TO THE CARL'S JR. RESTAURANT DEVELOPMENT AGREEMENT REQUIRED FOR WASHINGTON FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Development Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Development Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Developer was made in the State of Washington; (B) Developer is a resident of the State of Washington; and/or (C) part or all of the Development Territory is located in the State of Washington.

2. The state of Washington has a statute, the Washington Franchise Investment Protection Act, RCW 19.100.180 ("Act"), which may supersede this Agreement in your relationship with CJR including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede this Agreement in your relationship with CJR including the areas of termination and renewal of your franchise.

3. In the event of a conflict of laws, the provisions of the Act shall prevail.

4. A release or waiver of rights executed by Developer shall not include rights under the 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.

5. Transfer fees are collectable to the extent that they reflect CJR's reasonable estimated or actual costs in effecting a transfer.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

7. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Act are met independently of this Addendum.

8. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

[*Signatures on following page.*]

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

~~Title:~~ _____

~~Date:~~ _____

~~**DEVELOPER:**~~

~~By:~~ _____

~~Print Name:~~ _____

~~Title:~~ _____

~~Date:~~ _____

ADDENDUM TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT REQUIRED FOR WASHINGTON FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Franchise Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Franchisee was made in the State of Washington; (B) Franchisee is a resident of the State of Washington; and/or (C) the Franchised Restaurant will be located or operated in the State of Washington.

2. The state of Washington has a statute, the Washington Franchise Investment Protection Act, RCW 19.100.180 ("Act"), which may supersede this Agreement in your relationship with CJR including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede this Agreement in your relationship with CJR including the areas of termination and renewal of your franchise.

3. In the event of a conflict of laws, the provisions of the Act shall prevail.

4. A release or waiver of rights executed by Franchisee shall not include rights under the 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.

5. Transfer fees are collectable to the extent that they reflect CJR's reasonable estimated or actual costs in effecting a transfer.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Act are met independently of this Addendum.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified in full force and effect.

[*Signatures on following page.*]

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

ADDENDUM TO THE CARL'S JR. RESTAURANT DEVELOPMENT AGREEMENT
REQUIRED FOR WISCONSIN FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Development Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Development Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Developer was made in the State of Wisconsin; (B) Developer is a resident of the State of Wisconsin; and/or (C) part or all of the Development Territory is located in the State of Wisconsin.

2. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any provision of the Development Agreement inconsistent with that law.

3. The following paragraph is added to the end of Section 13.A.:

Section 135.04 of the Wisconsin Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of paragraph 13.A. of the Development Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Development Agreement, Developer shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

5. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently of this Addendum.

6. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

[*Signatures on following page.*]

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

DEVELOPER:
By: _____

Print Name: _____

Title: _____

Date: _____

ADDENDUM TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT
REQUIRED FOR WISCONSIN FRANCHISEES

This Addendum to the Carl's Jr. Restaurant Franchise Agreement dated _____ between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Franchisee was made in the State of Wisconsin; (B) Franchisee is a resident of the State of Wisconsin; and/or (C) the Franchised Restaurant will be located or operated in the State of Wisconsin.

2. The Wisconsin Fair Dealership Law, Chapter 135, Stats., supersedes any provision of the Franchise Agreement inconsistent with that law.

3. The following paragraph is added to the end of Sections 2.B. and 18:

Section 135.04 of the Wisconsin Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of paragraph 18 of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, Franchisee shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

4. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

5. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently of this Addendum.

6. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[*Signatures on following page.*]

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

FRANCHISEE:
By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT L

DEVELOPMENT INCENTIVE PROGRAM ADDENDA

TO FRANCHISE AGREEMENT

STANDARD DEVELOPMENT INCENTIVE PROGRAM ADDENDUM

DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT

THIS ADDENDUM to the Carl's Jr. Restaurant Franchise Agreement dated as of _____, ~~2024~~____ ("Franchise Agreement") between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. In order to stimulate the development of new franchised Carl's Jr. Restaurants and the continued expansion of the System at eligible travel center and goas and convenience locations, CJR has established the ~~2024~~2025 CJR development incentive program ("Program").

B. To be eligible for the Program, the following requirements must be satisfied: (i) Franchisee must sign a Development Agreement for the development of a newly-constructed Carl's Jr. Restaurant by no later than May 24, ~~2025~~2026 or Franchisee must sign a Franchise Agreement for the development of a newly constructed Hardee's Restaurant pursuant to the terms of a Development Agreement dated no later than May 24, ~~2025~~2026, (ii) Franchisee must open the newly-constructed Carl's Jr. Restaurant(s) by the date(s) outlined in the corresponding Development Agreement or Franchise Agreement, (iii) Franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with CJR or its affiliates, (iv) Franchisee must be approved for growth by CJR and its affiliates, (vi) Franchisee must satisfy CJR's then-current financial and operational requirements for new restaurant development, and (v) Franchisee and the Carl's Jr. Restaurant(s) otherwise meet the requirements of the Program.

C. Franchisee and the Franchised Restaurant are eligible to participate in the Program.

D. Consequently, CJR and Franchisee are entering into this Addendum to modify the Franchise Agreement to reflect the Franchisee's participation in the Program incentives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties, intending to be legally bound, agree to amend the Franchise Agreement as follows:

1. Reduced Royalty and APO for Limited Period of Time.

Notwithstanding anything to the contrary contained in the Franchise Agreement, CJR agrees that each of the royalty fee and APO to be paid by Franchisee for the Franchised Restaurant will be reduced by: **(A)** 3% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's first 12 months of operation under the Franchise Agreement; **(B)** 2% of

Gross Sales for Gross Sales accruing during the Franchised Restaurant's second 12 months of operation under the Franchise Agreement; and **(C)** 1% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's third 12 months of operation under the Franchise Agreement. Thereafter and during the remaining Initial Term of the Franchise Agreement the royalty fee will revert to 4% of Gross Sales and the APO will revert to 5.5% of Gross Sales. The royalty fee and APO to be paid pursuant to this Addendum are set forth in Exhibit 1.

2. Other Development Incentive Programs. Franchisee acknowledges and agrees that, by signing this Addendum, it will not be entitled, with respect to the Franchised Restaurant, to any other incentive that have been or may be offered by CJR.

3. Termination of Program Incentives. This Addendum and the Program will terminate following written notice to Franchisee if:

A. Franchisee fails to open the Franchised Restaurant on or before 120 days after the contractual opening date pursuant to the terms of the Franchisee's Development Agreement or Franchise Agreement; or

B. Franchisee or any affiliate of Franchisee receives, during the first three years of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between Franchisee or any affiliate of Franchisee and CJR or any affiliate of CJR and fails to cure the default within the applicable cure period, if any.

4. Effect of Termination. If this Addendum is terminated during the first three years of the Franchised Restaurant's operation under the Franchise Agreement, the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

5. Capitalized Terms. Any capitalized term that is not defined in this Addendum will have the meaning given it in the Franchise Agreement.

6. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[*Signatures on following page.*]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

HR:
CARL'S JR. RESTAURANTS LLC

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Royalty Fee and APO Due (Section 1 of the Addendum):

During the first three years of operation of the Franchised Restaurant, Franchisee will pay CJR the following for Royalty and APO:

Royalty Fee:

Dates of Operation of the Franchised Restaurant	Royalty Fee Percentage of Gross Sales
First 12 months	1.00%
Second 12 months	2.00%
Third 12 months	3.00%
Year 4 and beyond	4.00%

APO Allocation*:

APO Allocation by Period	Total APO	HNAF	Regional Co-op	LSM Allocation
Year 1: First 12 months	2.50%			
Year 2: Second 12 months	3.50%			
Year 3: Third 12 months	4.50%			
Years 4 and beyond	5.50%			

***APO allocation is dependent on whether new Franchised Restaurant is located within a DMA that has a regional co-op**

CONVERSION RESTAURANTS STANDARD DEVELOPMENT INCENTIVE PROGRAM ADDENDUM

DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT
(CONVERSION RESTAURANTS)

THIS ADDENDUM to the Carl's Jr. Restaurant Franchise Agreement dated as of _____, ~~202__~~____ ("Franchise Agreement") between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. In order to stimulate the development of new franchised Carl's Jr. Restaurants and the continued expansion of the System at eligible travel center and gas and convenience locations, CJR has established the ~~2024~~2025 CJR Development Incentive Program for Conversion Restaurants (the "Conversion Restaurant Program").

B. To be eligible for the Conversion Restaurant Program, the following requirements must be satisfied: (i) the travel center location or gas and convenience location must be opened pursuant to a Development Agreement dated no later than May 24, ~~2025~~2026, (ii) Franchisee must open the Franchise Restaurants from a travel center location or gas and convenience location by the date(s) outlined in the corresponding Development Agreement, (iii) Franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with CJR or its affiliates, (iv) Franchisee must be approved for growth by CJR and its affiliates, (v) Franchisee must satisfy CJR's then-current financial and operational requirements for new restaurant development, and (vi) Franchisee and the Carl's Jr. Restaurant(s) otherwise meet the requirements of the Travel Center Program.

C. Franchisee and CJR are parties to a Development Agreement dated as of _____, ~~202__~~____.

D. Franchisee and the Franchised Restaurant are eligible to participate in the Conversion Restaurant Program.

E. The Franchised Restaurant opened pursuant to this Franchise Agreement qualifies as a "Conversion Restaurant" as determined by CJR.

F. Consequently, CJR and Franchisee are entering into this Addendum to modify the Franchise Agreement to reflect the Franchisee's participation in the Program incentives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties, intending to be legally bound, agree to amend the Franchise Agreement as follows:

1. Reduced Royalty and APO for Limited Period of Time. Notwithstanding anything to the contrary contained in the Franchise Agreement, CJR agrees that each of the royalty fee and APO to be paid by Franchisee for the Franchised Restaurant will be reduced by: **(A)** 3% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's first 12 months of operation under the Franchise Agreement; **(B)** 2% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's second 12 months of operation under the Franchise Agreement; and **(C)** 1% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's third 12 months of operation under the Franchise Agreement. Thereafter and during the remaining Initial Term of the Franchise Agreement the royalty fee will revert to 4% of Gross Sales and the APO will revert to 5.5% of Gross Sales. The royalty fee and APO to be paid pursuant to this Addendum are set forth in Exhibit 1.

2. Initial Franchise Fee. If the Franchised Restaurant opens six (6) months prior to the "Opening Date" identified in the Development Agreement, then CJR will waive collection of the remaining $15,000 Initial Franchise Fee.

3. Conversion Cash Incentive. If the Franchised Restaurant developed pursuant to this Franchise Agreement qualifies as a "Conversion Restaurant" as determined by CJR, and the Franchised Restaurant opens within 12 months of signing the Franchise Agreement, then CJR will pay Franchisee a $50,000 cash incentive (the "Cash Incentive"). CJR will pay Franchisee the Cash Incentive thirty (30) days after the Franchised Restaurant opens for business.

4. Other Development Incentive Programs. Franchisee acknowledges and agrees that, by signing this Addendum, it will not be entitled, with respect to the Franchised Restaurant, to any other incentive that have been or may be offered by CJR.

5. Termination of Program Incentives. This Addendum and the Program will terminate following written notice to Franchisee if:

A. Franchisee fails to open the Franchised Restaurant on or before 120 days after the contractual opening date pursuant to the terms of the Franchisee's Development Agreement; or

B. Franchisee or any affiliate of Franchisee receives, during the first three years of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between Franchisee or any affiliate of Franchisee and CJR or any affiliate of CJR and fails to cure the default within the applicable cure period, if any.

6. Effect of Termination. If this Addendum is terminated the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

7. Capitalized Terms. Any capitalized term that is not defined in this Addendum will have the meaning given it in the Franchise Agreement.

8. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

CJR:
CARL'S JR. RESTAURANTS LLC

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Royalty Fee and APO Due (Section 1 of the Addendum):

During the first three years of operation of the Franchised Restaurant, Franchisee will pay CJR the following for Royalty and APO:

Royalty Fee:

Dates of Operation of the Franchised Restaurant	Royalty Fee Percentage of Gross Sales
First 12 months	1.00%
Second 12 months	2.00%
Third 12 months	3.00%
Year 4 and beyond	4.00%

APO Allocation*:

APO Allocation by Period	Total APO	HNAF	Regional Co-op	LSM Allocation
Year 1: First 12 months	2.50%			
Year 2: Second 12 months	3.50%			
Year 3: Third 12 months	4.50%			
Years 4 and beyond	5.50%			

***APO allocation is dependent on whether new Franchised Restaurant is located within a DMA that has a regional co-op**

TRAVEL CENTER CONVERSION DEVELOPMENT INCENTIVE PROGRAM ADDENDUM

TRAVEL CENTER DEVELOPMENT INCENTIVE PROGRAM ADDENDUM TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT

THIS ADDENDUM to the Carl's Jr. Restaurant Franchise Agreement dated as of _____, ~~202~~ _____ ("Franchise Agreement") between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. In order to stimulate the development of new franchised Carl's Jr. Restaurants and the continued expansion of the System at eligible travel center and gas and convenience locations, CJR has established the ~~2024~~2025 CJR Travel Center Development Incentive Program (the "Travel Center Program").

B. To be eligible for the Travel Center Program, the following requirements must be satisfied: (i) the Carl's Jr. Restaurant must be located at a travel center location or gas and convenience location that is within ½ mile of an interstate or limited access highway and must include a combination of high rise pylon sign, billboard or other highway sign, (ii) the travel center location or gas and convenience location must be opened pursuant to a Development Agreement dated no later than May 24, ~~2025~~2026, (iii) Franchisee must open the Franchise Restaurants from a travel center location or gas and convenience location by the date(s) outlined in the corresponding Development Agreement, (iv) Franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with CJR or its affiliates, (v) Franchisee must be approved for growth by CJR and its affiliates, (vi) Franchisee must satisfy CJR's then-current financial and operational requirements for new restaurant development, and (vii) Franchisee and the Carl's Jr. Restaurant(s) otherwise meet the requirements of the Travel Center Program.

C. Franchisee and CJR are parties to a Development Agreement dated as of _____, ~~202~~ _____,.

D. Franchisee and the Franchised Restaurant are eligible to participate in the Travel Center Program.

E. The Franchised Restaurant opened pursuant to this Franchise Agreement qualifies as a "Conversion Restaurant" as determined by CJR.

F. Consequently, CJR and Franchisee are entering into this Addendum to modify the Franchise Agreement to reflect the Franchisee's participation in the Program incentives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties, intending to be legally bound, agree to amend the Franchise Agreement as follows:

1. Reduced Royalty and APO for Limited Period of Time.

Notwithstanding anything to the contrary contained in the Franchise Agreement, CJR agrees that the royalty fee to be paid by Franchisee for the Franchised Restaurant will be reduced by: **(A)** 3% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's first 12 months of operation under the Franchise Agreement; **(B)** 2% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's second 12 months of operation under the Franchise Agreement; and **(C)** 1% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's third 12 months of operation under the Franchise Agreement. Thereafter and during the remaining Initial Term of the Franchise Agreement, the royalty fee will revert to 5% of Gross Sales. Additionally, the APO fee will be reduced to 2% of Gross Sales during the Initial Term of the Franchise Agreement. The royalty fee and APO to be paid pursuant to this Addendum are set forth in Exhibit 1.

2. Initial Franchise Fee. If the Franchised Restaurant opens six (6) months prior to the "Opening Date" identified in the Development Agreement, then CJR will waive collection of the remaining $15,000 Initial Franchise Fee.

3. Conversion Cash Incentive. If the Franchised Restaurant developed pursuant to this Franchise Agreement qualifies as a "Conversion Restaurant" as determined by CJR, and the Franchised Restaurant opens within 12 months of signing the Franchise Agreement, then CJR will pay Franchisee a $50,000 cash incentive (the "Cash Incentive"). CJR will pay Franchisee the Cash Incentive thirty (30) days after the Franchised Restaurant opens for business.

4. Other Development Incentive Programs. Franchisee acknowledges and agrees that, by signing this Addendum, it will not be entitled, with respect to the Franchised Restaurant, to any other incentive that have been or may be offered by CJR.

5. Termination of Program Incentives. This Addendum and the Program will terminate following written notice to Franchisee if:

A. Franchisee fails to open the Franchised Restaurant on or before 120 days after the contractual opening date pursuant to the terms of the Franchisee's Development Agreement; or

B. Franchisee or any affiliate of Franchisee receives, during the first three years of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between Franchisee or any affiliate of Franchisee and CJR or any affiliate of CJR and fails to cure the default within the applicable cure period, if any.

6. Effect of Termination. If this Addendum is terminated the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

7. Capitalized Terms. Any capitalized term that is not defined in this Addendum will have the meaning given it in the Franchise Agreement.

8. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

CJR:
CARL'S JR. RESTAURANTS LLC

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Royalty Fee and APO Due (Section 1 of the Addendum):

During the first three years of operation of the Franchised Restaurant, Franchisee will pay CJR the following for Royalty and APO:

Royalty Fee:

Dates of Operation of the Franchised Restaurant	Royalty Fee Percentage of Gross Sales
First 12 months	1.00%
Second 12 months	2.00%
Third 12 months	3.00%
Year 4 and beyond	5.00%

APO Allocation*:

APO Allocation by Period	Total APO	HNAF	Regional Co-op	LSM Allocation
Initial Term	2.00%			

***APO allocation is dependent on whether new Franchised Restaurant is located within a DMA that has a regional co-op**

TRAVEL CENTER DEVELOPMENT INCENTIVE PROGRAM ADDENDUM

3 TO 9 OBLIGATIONS

TRAVEL CENTER DEVELOPMENT INCENTIVE PROGRAM ADDENDUM TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT

THIS ADDENDUM to the Carl's Jr. Restaurant Franchise Agreement dated as of _____, ~~202__~~ _____ ("Franchise Agreement") between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. In order to stimulate the development of new franchised Carl's Jr. Restaurants and the continued expansion of the System at eligible travel center and gas and convenience locations, CJR has established the ~~2024~~2025 CJR Travel Center Development Incentive Program (the "Travel Center Program").

B. To be eligible for the Travel Center Program, the following requirements must be satisfied: (i) the Carl's Jr. Restaurant must be located at a travel center location or gas and convenience location that is within ½ mile of an interstate or limited access highway and must include a combination of high rise pylon sign, billboard or other highway sign, (ii) the travel center location or gas and convenience location must be opened pursuant to a Development Agreement dated no later than May 24, ~~2025~~2026, that includes the development of at least three (3) newly-constructed Carl's Jr. Restaurant(s), (iii) Franchisee must open the Franchise Restaurants from a travel center location or gas and convenience location by the date(s) outlined in the corresponding Development Agreement, (iv) Franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with CJR or its affiliates, (v) Franchisee must be approved for growth by CJR and its affiliates, (vi) Franchisee must satisfy CJR's then-current financial and operational requirements for new restaurant development, and (vii) Franchisee and the Carl's Jr. Restaurant(s) otherwise meet the requirements of the Travel Center Program.

C. Franchisee and CJR are parties to a Development Agreement dated as of _____, ~~202__~~ _____, pursuant to which Franchisee agreed to open at least three (3) and up to nine (9) newly-constructed Carl's Jr. Restaurant(s).

D. Franchisee and the Franchised Restaurant are eligible to participate in the Travel Center Program.

E. Consequently, CJR and Franchisee are entering into this Addendum to modify the Franchise Agreement to reflect the Franchisee's participation in the Program incentives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties, intending to be legally bound, agree to amend the Franchise Agreement as follows:

1. Reduced Royalty and APO for Limited Period of Time.

Notwithstanding anything to the contrary contained in the Franchise Agreement, CJR agrees that the royalty fee to be paid by Franchisee for the Franchised Restaurant will be reduced by: **(A)** 3% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's first 12 months of operation under the Franchise Agreement; **(B)** 2% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's second 12 months of operation under the Franchise Agreement; and **(C)** 1% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's third 12 months of operation under the Franchise Agreement. Thereafter and during the remaining Initial Term of the Franchise Agreement, the royalty fee will revert to 5% of Gross Sales. Additionally, the APO fee will be reduced to 3% of Gross Sales during the Initial Term of the Franchise Agreement. The royalty fee and APO to be paid pursuant to this Addendum are set forth in Exhibit 1.

2. Initial Franchise Fee. If the Franchised Restaurant opens six (6) months prior to the "Opening Date" identified in the Development Agreement, then CJR will waive collection of the remaining $15,000 Initial Franchise Fee.

3. Other Development Incentive Programs. Franchisee acknowledges and agrees that, by signing this Addendum, it will not be entitled, with respect to the Franchised Restaurant, to any other incentive that have been or may be offered by CJR.

4. Termination of Program Incentives. This Addendum and the Program will terminate following written notice to Franchisee if:

A. Franchisee fails to open the Franchised Restaurant on or before 120 days after the contractual opening date pursuant to the terms of the Franchisee's Development Agreement; or

B. Franchisee or any affiliate of Franchisee receives, during the first three years of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between Franchisee or any affiliate of Franchisee and CJR or any affiliate of CJR and fails to cure the default within the applicable cure period, if any.

5. Effect of Termination. If this Addendum is terminated the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

6. Capitalized Terms. Any capitalized term that is not defined in this Addendum will have the meaning given it in the Franchise Agreement.

7. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[*Signatures on following page.*]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

CJR:
CARL'S JR. RESTAURANTS LLC

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Royalty Fee and APO Due (Section 1 of the Addendum):

During the first three years of operation of the Franchised Restaurant, Franchisee will pay CJR the following for Royalty and APO:

Royalty Fee:

Dates of Operation of the Franchised Restaurant	Royalty Fee Percentage of Gross Sales
First 12 months	1.00%
Second 12 months	2.00%
Third 12 months	3.00%
Year 4 and beyond	5.00%

APO Allocation*:

APO Allocation by Period	Total APO	HNAF	Regional Co-op	LSM Allocation
Initial Term	3.00%			

***APO allocation is dependent on whether new Franchised Restaurant is located within a DMA that has a regional co-op**

TRAVEL CENTER DEVELOPMENT INCENTIVE PROGRAM ADDENDUM

10 OR MORE OBLIGATIONS

TRAVEL CENTER DEVELOPMENT INCENTIVE PROGRAM ADDENDUM TO THE CARL'S JR. RESTAURANT FRANCHISE AGREEMENT

THIS ADDENDUM to the Carl's Jr. Restaurant Franchise Agreement dated as of _____, ~~202__~~_____ ("Franchise Agreement") between Carl's Jr. Restaurants LLC ("CJR") and _____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. In order to stimulate the development of new franchised Carl's Jr. Restaurants and the continued expansion of the System at eligible travel center and gas and convenience locations, CJR has established the ~~2024~~2025 CJR Travel Center Development Incentive Program (the "Travel Center Program").

B. To be eligible for the Travel Center Program, the following requirements must be satisfied: (i) the Carl's Jr. Restaurant must be located at a travel center location or gas and convenience location that is within ½ mile of an interstate or limited access highway and must include a combination of high rise pylon sign, billboard or other highway sign, (ii) the travel center location or gas and convenience location must be opened pursuant to a Development Agreement dated no later than May 24, ~~2025~~2026, that includes the development of at least ten (10 newly-constructed Carl's Jr. Restaurant(s), (iii) Franchisee must open the Franchise Restaurants from a travel center location or gas and convenience location by the date(s) outlined in the corresponding Development Agreement, (iv) Franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with CJR or its affiliates, (v) Franchisee must be approved for growth by CJR and its affiliates, (vi) Franchisee must satisfy CJR's then-current financial and operational requirements for new restaurant development, and (vii) Franchisee and the Carl's Jr. Restaurant(s) otherwise meet the requirements of the Travel Center Program.

C. Franchisee and CJR are parties to a Development Agreement dated as of _____, ~~202__~~_____, pursuant to which Franchisee agreed to open at least ten (10) newly-constructed Carl's Jr. Restaurant(s).

D. Franchisee and the Franchised Restaurant are eligible to participate in the Travel Center Program.

E. Consequently, CJR and Franchisee are entering into this Addendum to modify the Franchise Agreement to reflect the Franchisee's participation in the Program incentives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties, intending to be legally bound, agree to amend the Franchise Agreement as follows:

1. Reduced Royalty and APO for Limited Period of Time.

Notwithstanding anything to the contrary contained in the Franchise Agreement, CJR agrees that the royalty fee to be paid by Franchisee for the Franchised Restaurant will be reduced by: **(A)** 3% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's first 12 months of operation under the Franchise Agreement; **(B)** 2% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's second 12 months of operation under the Franchise Agreement; and **(C)** 1% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's third 12 months of operation under the Franchise Agreement. Thereafter and during the remaining Initial Term of the Franchise Agreement, the royalty fee will revert to 5% of Gross Sales. Additionally, the APO fee will be reduced to 2% of Gross Sales during the Initial Term of the Franchise Agreement. The royalty fee and APO to be paid pursuant to this Addendum are set forth in Exhibit 1.

2. Initial Franchise Fee. If the Franchised Restaurant opens six (6) months prior to the "Opening Date" identified in the Development Agreement, then CJR will waive collection of the remaining $15,000 Initial Franchise Fee.

3. Other Development Incentive Programs. Franchisee acknowledges and agrees that, by signing this Addendum, it will not be entitled, with respect to the Franchised Restaurant, to any other incentive that have been or may be offered by CJR.

4. Termination of Program Incentives. This Addendum and the Program will terminate following written notice to Franchisee if:

A. Franchisee fails to open the Franchised Restaurant on or before 120 days after the contractual opening date pursuant to the terms of the Franchisee's Development Agreement; or

B. Franchisee or any affiliate of Franchisee receives, during the first three years of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between Franchisee or any affiliate of Franchisee and CJR or any affiliate of CJR and fails to cure the default within the applicable cure period, if any.

5. Effect of Termination. If this Addendum is terminated the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

6. Capitalized Terms. Any capitalized term that is not defined in this Addendum will have the meaning given it in the Franchise Agreement.

7. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[*Signatures on following page.*]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

CJR:
CARL'S JR. RESTAURANTS LLC

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Royalty Fee and APO Due (Section 1 of the Addendum):

During the first three years of operation of the Franchised Restaurant, Franchisee will pay CJR the following for Royalty and APO:

Royalty Fee:

Dates of Operation of the Franchised Restaurant	Royalty Fee Percentage of Gross Sales
First 12 months	1.00%
Second 12 months	2.00%
Third 12 months	3.00%
Year 4 and beyond	5.00%

APO Allocation*:

APO Allocation by Period	Total APO	HNAF	Regional Co-op	LSM Allocation
Initial Term	2.00%			

***APO allocation is dependent on whether new Franchised Restaurant is located within a DMA that has a regional co-op**

EXHIBIT M

RENEWAL ADDENDUM

RENEWAL ADDENDUM TO
CARL'S JR. RESTAURANT FRANCHISE AGREEMENT

THIS ADDENDUM to the Carl's Jr. Restaurant Franchise Agreement dated as of _____ ("Franchise Agreement") by and between Carl's Jr. Restaurants LLC ("CJR"), _____ ("Franchisee") and _____ and _____ (collectively "Guarantors") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. CJR and Franchisee have entered into the Franchise Agreement pursuant to which Franchisee is authorized to continue to operate Carl's Jr. Restaurant No. ~~110~~___/___ _____ ("Franchised Restaurant") located at _____ ("Franchised Location").

B. Franchisee has been operating the Franchised Restaurant at the Franchised Location pursuant to one or more consecutive franchise agreements (collectively, "Prior Agreement"), the Initial Term of which has expired or will soon expire.

C. CJR and Franchisee have executed the Franchise Agreement to renew the Franchise granted to Franchisee pursuant to the Prior Agreement.

D. Those individuals identified above as "Guarantors," if any, have guaranteed Franchisee's obligations under the Franchise Agreement.

E. CJR, Franchisee and Guarantors desire to modify certain provisions of the Franchise Agreement as reflected in this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth below, the parties agree as follows:

1. In connection with the execution of the Franchise Agreement and the renewal of the Franchise previously granted to Franchisee, Franchisee has agreed to timely satisfy the conditions, if any, listed in attached Appendix 1. Franchisee acknowledges that its failure to timely satisfy the conditions identified in Appendix 1 shall constitute a default under the Franchise Agreement.

2. Franchisee agrees that CJR's execution of the Franchise Agreement does not constitute a waiver of any monies owed by Franchisee to CJR or its affiliates under the Prior Agreement.

3. If the Franchised Restaurant is leased or subleased from a third party ("Landlord"), Franchisee shall provide CJR a copy of the fully-executed lease or sublease, together with any amendments to the lease or sublease (collectively, "Lease") simultaneously with the execution of this Addendum. The term of the Lease shall continue for at least the Renewal Term of the Franchise Agreement. If the Lease does not contain the language required by CJR to be included in the Lease, or if Franchisee has not previously provided CJR with a fully-signed Lease Addendum as required by the Prior Agreement and the Franchise Agreement, Franchisee shall use its best efforts to obtain the Landlord's signature on CJR's Lease Addendum, in the form attached to the Franchise Agreement, and provide CJR with a fully signed Lease Addendum within 60 days after the commencement date of the Renewal Term.

4. Franchisee represents and warrants that it has the right to remain in possession of the Franchised Restaurant for the Renewal Term.

5. The first two sentences of Section 2.A. are deleted and replaced by the following:

A. Renewal Term

The term of this Agreement ("Renewal Term") and the Franchise granted by this Agreement shall be for a period ~~of __ years. The~~set forth in Appendix 1 attached to the Renewal ~~Term shall commence on _____ and expire at midnight on _____~~Addendum, unless this Agreement is terminated at an earlier date pursuant to Section 23. All references to the "Term" or the "Initial Term" shall mean and refer to the Renewal Term.

~~**6.** Section 2.B. is deleted and is replaced by the following:~~

~~**B. No Further Renewal**~~

~~Franchisee shall have no right to renew this Agreement or the Franchise granted pursuant to this Agreement.~~

~~7~~6. Section 8.A. is deleted and is replaced by the following:

A. Renewal Fee

The Renewal Fee is set forth in Appendix 1 attached to the Renewal Addendum and is in the amount provided for in the Prior Agreement. Franchisee shall pay the Renewal Fee to CJR simultaneously with the execution of this Agreement. The Renewal Fee is paid in consideration of CJR renewing the Franchise for the Franchised Restaurant for the Renewal Term. The Renewal Fee was fully earned at the time paid and is not refundable for any reason whatsoever. All references to the "Initial Franchise Fee" shall mean and refer to the Renewal Fee.

~~8~~7. Section 21 is amended by adding the following sentence:

Without limiting the generality of the foregoing release, Franchisee, all individuals who execute this Agreement and all guarantors of Franchisee's obligations under this Agreement acknowledge and agree that the foregoing release includes, without limitation, a release of all claims arising out of or related to the Prior Agreement.

~~9~~8. Franchisee's indemnification obligations under the Prior Agreement survive termination of the Prior Agreement and Franchisee's indemnification obligations under the Franchise Agreement will survive termination of the Franchise Agreement.

~~10~~9. Item 2 in Appendix A to the Franchise Agreement is deleted.

~~11~~10. All capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~12~~11. Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

CJR:
CARL'S JR. RESTAURANTS LLC

By: Danell Caron

Print Name: Vice President, Legal

Title: _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

GUARANTORS:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPENDIX 1

1. Renewal Fee:

~~1.~~☐ **5-year term:** The Renewal Term shall commence on _____ and expire at midnight on _____. Renewal Fee: $~~_____~~5,000

☐ **10-year term:** The Renewal Term shall commence on _____ and expire at midnight on _____. Renewal Fee: $10,000

2. Conditions To Be Satisfied by Franchisee:

Reimage & Deferred Maintenance Requirements	Deadline to Complete Deferred Maintenance Item

EXHIBIT ~~N~~O

STATE EFFEC~~T~~ITVE DATES ~~PAGE~~

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	EXEMPT
Hawaii	~~September 24, 2024, as amended November 15, 2024~~[PENDING]
Illinois	EXEMPT
Indiana	~~September 16, 2024, as amended November 7, 2024~~[PENDING]
Minnesota	~~November 21, 2024~~[PENDING]
New York	EXEMPT
Washington	~~September 23, 2024, as amended November 7, 2024~~[PENDING]

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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 CJR 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 the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires CJR to give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or payment of any consideration that relates to the franchise relationship.

If CJR 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, DC 20580 and to the appropriate state administrator listed in Exhibit A.

Franchise Seller Information: Name - John Mayes; Address - 6700 Tower Circle, Suite 1000, Franklin, TN 37067; and Telephone Number - (615) 538-9152~~; Eric Roschel; Address – 6700 Tower Circle, Suite 1000, Franklin, TN 37067; and Telephone Number - (615) 538-9152~~.

We authorize the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

Issuance Date: ~~September 16, 2024, as amended on November 7, 2024~~May 24, 2025

I have received a disclosure document issued on ~~September 16, 2024, as amended on November 7, 2024~~May 24, 2025. This disclosure document included the following exhibits: A. List of State Administrators; B. Agents for Service of Process; C. Development Agreement; D. Franchise Agreement; E. Preliminary Agreement; F. Confidentiality Agreement; G-1. Software Support Agreement for PAR Brink and CrunchTime; G-2 OLO Authorized Operator Agreement; H. List of Franchisees That Closed/Transferred Franchised Restaurants in last Fiscal Year; I. List of Franchisees and Franchised Locations; J. Financial Statements; and K. Addenda Required by Certain States; L. Development Incentive Program Addenda to Franchise Agreement; M. Renewal Addendum; and N. State Effective Dates Page.

Signature	Signature
Print Name	Print Name
Date	Date
Signature	Signature
Print Name	Print Name
Date	Date
Signature	Signature
Print Name	Print Name
Date	Date

TO BE RETAINED BY YOU

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 CJR 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 the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires CJR to give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or payment of any consideration that relates to the franchise relationship.

If CJR 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, DC 20580 and to the appropriate state administrator listed in Exhibit A.

Franchise Seller Information: Name - John Mayes; Address - 6700 Tower Circle, Suite 1000, Franklin, TN 37067; and Telephone Number - (615) 538-9152~~; Eric Roschel; Address – 6700 Tower Circle, Suite 1000, Franklin, TN 37067; and Telephone Number – (615) 538-9152~~.

We authorize the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

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_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

TO BE RETURNED TO CARL'S JR. RESTAURANTS LLC